

AGREEMENT BETWEEN
PENTUCKET REGIONAL SCHOOL COMMITTEE
AND
PENTUCKET ASSOCIATION OF TEACHERS

July 1, 2022 - June 30, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	<u>ASSOCIATION RECOGNITION, JURISDICTION, AND DEFINITIONS</u>	1
	A. Recognition	1
	B. Jurisdiction	1
	C. Definitions	1
II	<u>GRIEVANCE PROCEDURE</u>	2
	A. Definition	2
	B. Purpose	2
	C. Adjustment of Grievance	2
	D. Rights of Educators to Representation	3
	E. Miscellaneous	3
III	<u>EDUCATOR EVALUATION</u>	4
IV	<u>EDUCATOR SUPPORT/JOINT LABOR MANAGEMENT COMMITTEE</u>	5
	A. Joint Labor Management Committee	5
	B. Special Education Joint Labor Management Committee	5
	C. Enrollment of Educators' Children	6
V	<u>CONDITIONS OF EMPLOYMENT</u>	6
	A. Work year	6
	B. Length of Work Day	7
	C. Meetings	7
	1. Faculty/Staff Meetings	
	2. Department/Grade-Level Meetings	
	3. After-School Meetings	
	D. Parent-Teacher Conferences	8
	E. Lunch	9
	F. Assignment	9
	G. Duties & Supervision	10
	1. Elementary	
	2. Secondary Duties	
	H. Non-teaching Duties	10
	I. Planning Time & Scheduling	12
	1. Elementary	
	2. Secondary	
	J. Notice of Assignment	13
	K. Class Size	13
	L. Teacher Facilities & Use of School Facilities	14
	1. Teacher Facilities	
	2. Use of School Facilities	
	M. Health	14
VI	<u>LEAVES OF ABSENCE WITH PAY</u>	15
	A. Personal Leave	15
	B. Sick Leave	15

	C. Sick Leave Bank	16
	D. Bereavement	17
	E. Professional	17
	F. Jury Duty	17
	G. Sabbatical	17
	H. Religious Observances	18
	I. Other	18
VII	<u>LEAVES OF ABSENCE WITHOUT PAY</u>	19
VIII	<u>INSURANCE & PERSONAL INJURY BENEFITS</u>	20
	A. Insurance Benefits	20
	B. Personal Injury Benefits	21
IX	<u>EDUCATOR EMPLOYMENT AND COMPENSATION</u>	21
	A. Educator Employment	21
	B. General Provisions	22
	C. Summer, Weekend, & Other Optional Employment	22
	D. Part-time Educators	22
	E. Substitute Educators	22
	F. Specialist and Special Programs	23
X	<u>RETIREMENT/SICK LEAVE BUYBACK</u>	23
XI	<u>DEDUCTIONS</u>	24
	A. 403(b) Plan	24
	B. Dues Deduction	24
XII	<u>PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT</u>	25
	A. Credits	25
	B. Criteria for Approval	26
	C. Approval Procedure	26
	D. Reimbursement	26
XIII	<u>EDUCATOR LAYOFF & RECALL</u>	27
	A. Educator Layoff	27
	B. Recall	29
XIV	<u>VACANCIES & POSTING</u>	29
XV	<u>GENERAL PROVISIONS</u>	30
	A. Non-Discrimination	30
	B. Educator Protection and Liability	30
	C. School Building Access	31
	D. Strikes & Public Pressure	31

	E. Learning Materials	32
	F. Other	32
XVI	<u>NEGOTIATION PROCEDURE</u>	33
XVII	<u>DURATION</u>	34

APPENDICES

A.	<u>Compensation and Salary Schedules</u>	35
B.	<u>Department Chairs, Team/Grade Level Leaders, & Non-Coaching Stipends</u>	38
C.	<u>Coaching Stipends</u>	42
D.	<u>PRSD Educator Induction and Mentoring Program</u>	42
E.	<u>Pentucket Educator Evaluation and Growth System</u>	49

AGREEMENT

The Collective Bargaining Agreement in effect for the period July 1, 2022 through and including June 30, 2025, shall be in full force and effect for the period July 1, 2022 through and including June 30, 2025

ARTICLE I

ASSOCIATION RECOGNITION, JURISDICTION, AND DEFINITIONS

A. RECOGNITION

1. The Committee recognizes the Association as the exclusive bargaining representative for all licensed teaching and professional support personnel (regular school year, extracurricular, coaching, and summer employment) including guidance counselors, adjustment counselors, nurses, media specialists, school psychologists, occupational therapists, physical therapists, speech and language therapists, and those teaching as permanent substitutes.
2. All other positions by title are excluded from Unit A (see Article I, section A), including the business manager, substitute educators, paraprofessionals, principals, assistant principals, Director of Student Services, Director of Athletics, Assistant Superintendent, and Superintendent.

B. JURISDICTION

The jurisdiction of the Association shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit.

C. DEFINITIONS

1. The term "Pentucket Regional School District" as used in this Agreement constitutes the public schools for the towns of Groveland, West Newbury, and Merrimac and currently includes Bagnall Elementary, Donaghue Elementary, Page Elementary, Sweetsir Elementary, Pentucket Regional Middle School, Pentucket Regional High School, and the Pentucket Regional Middle-High School.
2. The term "Principal" as used in this Agreement shall mean the principals of the Pentucket Regional school buildings.
3. The term "educator" and the term "employee" as used in this Agreement mean a person employed by the Committee in the bargaining unit as described in Article I (A).
4. The term "Association" shall mean the Pentucket Association of Teachers.
5. Wherever the singular is used in this Agreement, it is to include the plural.
6. The term "Committee" as used in this Agreement shall be understood to mean the School Committee of the Pentucket Regional School District, a public body organized under the applicable provisions of the Constitution of the Commonwealth of Massachusetts and the General Laws of said Commonwealth, as amended.
7. The term "Superintendent" as used in this Agreement shall be understood to mean the person holding the position of Superintendent of Schools of the Pentucket Regional School District, or the Superintendent's designee.
8. The term "Administration" or "the Administration" shall be understood to mean the same as "Superintendent" as defined above, or as is appropriate, the Assistant Superintendent or principals.

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is defined as a dispute concerning the application or meaning of a specific provision or provisions of this Agreement. Prior to filing a grievance as set forth herein, an aggrieved employee shall first attempt to resolve the dispute informally with the employee's supervisor. The Committee and Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance involved.
2. As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of educators as defined in the Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any employee having a grievance to ethically discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association.
3. Nothing herein contained shall limit the Committee in its deliberation or decision making in conformity with the laws of the Commonwealth.

C. ADJUSTMENT OF GRIEVANCE

1. Step 1: The aggrieved employee shall first discuss the grievance with the employee's principal or immediate supervisor, either directly or through a representative elected by the Association, with the objective of resolving the matter informally.
2. Step 2: If the informal meeting does not satisfy the aggrieved person, a formal written grievance setting forth the specific charge or nature of the grievance shall be prepared and presented to the Principal for a written decision. If the written grievance is not presented to the Principal within twenty (20) school days after the educator knew or had reason to know of the act or condition on which the grievance is based, the grievance is considered as waived.
3. Step 3:
 - a. If the aggrieved employee is not satisfied with the disposition of the employee's grievance at Step 2, or if no decision has been rendered within five (5) school days after presentation of the grievance to the principal or immediate supervisor, and the employee desires to pursue the grievance, then the employee shall file the grievance in writing with the Chairman of the Association Grievance Committee within five (5) school days after the decision at Step 2. Said Chairman may refer the grievance to the Superintendent of Schools.
 - b. Within ten (10) school days after the receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved employee in an effort to resolve it.
 - c. If an employee fails to file a grievance in writing in accordance with the procedures contained in Step 2 and Step 3(a) above, then the grievance shall be considered waived.
4. Step 4: If the grievance is not settled at Step 3, the employee or the employee's designee(s), within ten (10) school days after the meeting with the Superintendent in Step 3, may file the grievance in writing with the Committee. Within ten (10) school days after receiving the written grievance, a subcommittee of the Committee (hereinafter referred to as the "Sub-Committee") will meet with the aggrieved person for

the purpose of resolving the grievance. Step 4 is not automatic but rather depends upon whether the grievance is appropriate for presentation to the Committee in light of the Education Reform Act. Grievances involving matters within the exclusive authority of a principal or superintendent, such as appointment and disciplinary matters, will proceed directly to Step 5.

5. Step 5:

- a. If the aggrieved employee is not satisfied with the disposition of the employee's grievance at Step 4, the employee may, within five (5) school days after a decision by the Committee or Superintendent, as the case may be, or ten (10) school days after the meeting with the Committee or Superintendent, as the case may be, whichever is earlier, submit the employee's grievance to the Grievance Committee of the Association.

If the Association feels the grievance has merit, it may submit the grievance to arbitration by written notice to the Committee within ten (10) school days of the receipt of the grievance. Within ten (10) school days after such written notice of submission to arbitration, the Committee and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within a fifteen (15) day period, a request for an arbitrator will be made to the American Arbitration Association. The parties will be bound by the Rules and Procedures of the American Arbitration Association. The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expense of its required representatives, participants, witnesses, and for the preparation and representation of its own case.

- b. The arbitrator's award shall be in writing and shall set forth the arbitrator's findings of fact with reasoning and conclusions. The arbitrator shall arrive at the decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, and in reaching the decision shall interpret the Agreement and the principle that there are no restrictions intended on the legal rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association and the decision shall be binding upon the Committee, the Association, and the employee who initiated the grievance.

D. RIGHTS OF EDUCATORS TO REPRESENTATION

1. No reprisals of any kind will be taken by the Committee or by any member of the administration against any aggrieved person, or any other participant in the grievance procedure by reason of such participation.
2. An aggrieved person may be represented at all stages of the grievance procedure by a person of the aggrieved's own choosing, except that the aggrieved may not be represented by a representative or an officer of any educator organization other than the Association. When an individual is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.

E. MISCELLANEOUS

1. If a grievance affects a group or class of educators, the Association may submit such grievance in writing to the Superintendent directly and the processing of the grievance will commence at Level 2.
2. Decisions rendered at Steps 1, 2, and 3 of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the aggrieved person and to the Association. Decisions rendered at Step 4 will be in accordance with the procedures set forth in Section C, Step 5 (b).
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate the operation of the grievance procedure.

5. Any dispute as to whether a grievance has been waived because of an alleged failure to adhere to the time limits contained in the Article shall itself be subject to arbitration pursuant to Level 4.
6. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved person, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

ARTICLE III

EDUCATOR EVALUATION

Current Educator Evaluation documents are available in Appendix E.

- A. All monitoring or observation of the work performance of an educator will be conducted openly and with full knowledge of the educator; if inadvertent observation of an educator's work performance results in a negative appraisal of the work performance and if an administrator intends to discipline, reprimand, or write up the actions of an educator, the procedure outlined in Appendix E shall be followed. The uses of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Educators will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.

There shall be a standing joint committee made up of 6 persons, 3 appointed by the Association and 3 appointed by the Committee. The Committee will be charged with meeting within thirty (30) days of request from either party to review the existing evaluation procedure and related contract language and to make recommendation(s) for changes which will be subject to negotiations and ratification by the parties to this agreement.

1. Any supervisor who observes anything that could negatively impact an educator's evaluation shall promptly, in private, bring the matter to the attention of that educator.
 2. Any supervisor who observes anything that, if not corrected, will negatively impact an educator's evaluation shall promptly, in writing, bring the matter to the attention of that educator.
- B. Educators will have the right, upon request, to review the contents of their personnel file. an educator will be entitled to have a representative of the Association accompany said education during such review.
 - C. No material derogatory to an educator's conduct, service, character, or personality will be placed in the educator's personnel file unless the educator has had the opportunity to review the material. The educator will acknowledge that the opportunity was given to review such materials by signing the copy filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The educator will also have the right to submit a written answer to such material and that answer shall be reviewed by the Superintendent and attached to the file copy.
 - D. Each observation of an educator (except short-term, non-directed observations) will be allowed by a written report to the educator by the administrator making the observation. Such report will be made within ten (10) school days unless delay is caused by the absence of the administrator.
 - E. The Association recognizes the authority and responsibility of the administration for disciplining or reprimanding an educator. Such action will be done privately. When an educator is to be disciplined or reprimanded by any member of the administration, including a supervisor, the educator, upon request, shall be entitled to have an Association representative present. The administrator, upon request, shall also be entitled to have another person present. In the event that the substance or fact of the discipline or reprimand is to be placed in the educator's file, said material shall not be placed in the educator's file until the educator has had an opportunity to review the material and attach to the material any pertinent comments the educator desires to make.

- F. Educator Evaluation pursuant to Article III shall be conducted in accord with the current “Guide To Educator Evaluations” until any revisions are submitted and ratified by both the Committee and the Association.
- G. The Committee and the Association agree that the sub-committee as proposed by the Committee will also study the evaluation for department heads.

ARTICLE IV

EDUCATOR SUPPORT/JOINT LABOR MANAGEMENT COMMITTEE

The Association and the Committee are committed to taking actions that lead to the district becoming the educational opportunity of choice for students, the career opportunity of choice for talented educators, and the investment opportunity of choice for the district’s member communities.

Pentucket’s educators are personally and professionally invested in the success of every student. They are creative professionals whose accomplishments and passion for learning inspire students to reach for futures that will shape the world. Pentucket is a contemporary, high-powered learning organization that invigorates educators with leadership opportunities, collaboration, and continuous learning. The unique talents of every Pentucket educator must be nurtured and valued. Educators are the heart of the instructional core. Pentucket’s success depends upon the interactive, high-quality relationship among students, educators, and the curriculum. The function of ancillary personnel and school administrators is to support classroom success. The function of central office is to support school success. While student outcomes and educational structures are defined outside of the individual educator, these important decisions require the collective expertise and contributions of all educators.

A. JOINT LABOR MANAGEMENT COMMITTEE

In addition to school-specific efforts, a district-wide joint labor management team will be formed for collaborative problem solving aimed at supporting the needs of the District’s educators and encouraging proactive labor-management communications. The team will consist of a representative from each of the District’s schools, designated by the PAT, an administrator from each school, the Superintendent and the PAT President. The team will be co-chaired by one of the aforementioned PAT representatives and one of the Administration representatives. The team will meet as needed, a minimum of six (6) times per school year. For the 2021-2022 school year, a main focus of the team will be to discuss the needs of special education and service providers, as identified by the Special Education Joint Labor Management Team.

B. SPECIAL EDUCATION JOINT LABOR MANAGEMENT COMMITTEE

A joint labor management team (hereinafter “the Special Education Joint Labor Management Team” or “Team”) will be created to engage in collaborative problem solving relative to the case and workload needs of special education teachers and service providers.

The Team will be comprised of representatives from the administration designated by the Superintendent and special education teachers and/or service providers designated by the Association President. To enable the team to be as productive as possible, the total combined membership shall not exceed ten (10) participants but shall include a minimum of one special education educator from each building and at least one district employed service provider.

The Team will hold its first meeting no later than ten (10) days after ratification and thereafter will meet on a monthly basis, outside of the school day.

For the 2021-22 school year, the Team will discuss educator concerns related to caseload and workload.

Additionally, the Team may decide what other issues to take up and the manner for doing so.

The Team will report out its recommendations to the bargaining teams. Identified issues may also be referred to the District-Wide Joint Labor Management Committee. To the extent the Special Education Joint Labor Management Team's recommendations involve working conditions or other subjects of bargaining, recommended changes will be subject to negotiation. The Committee and the Association agree to consider requests to reopen the Collective Bargaining Agreement for purposes of addressing recommendations from the Special Education Joint Labor Management Team.

C. ENROLLMENT OF EDUCATORS' CHILDREN

1. The Committee recognizes that as the district becomes the educational opportunity of choice, educators who do not live in the district may find great value in enrolling their child in a Pentucket school, as long as the child's parent is a full-time educator of the Pentucket Regional School District. Once enrolled, the child may continue as a Pentucket student until the child graduates from Pentucket High School. If, after enrolling in Pentucket, the family decides to pursue educational opportunities outside of Pentucket, the child must return to the child's home school prior to pursuing those opportunities.
2. Annually, the Superintendent of Schools will identify to the Committee any seats available for the purpose of allowing the enrollment of children whose parent is a current full-time educator of the Pentucket Regional School District, with first priority given to professional status teachers. With the approval of the Committee, the Superintendent will post the list of grade levels, number of available seats, and application deadline for a period of two weeks. Educators must complete an application prior to the application deadline. The Superintendent will fill available seats using a random lottery.
3. Transportation to and from school is the responsibility of the parent/guardian

ARTICLE V

CONDITIONS OF EMPLOYMENT

A. WORK YEAR

The work year of educators (other than new personnel and supervisors who may be required to attend additional orientation sessions) will begin no earlier than the Monday before Labor Day with no school Friday of that week and terminate no later than June 30, but will in no event be longer than four (4) days more than the number of days when pupils are required to be in attendance, as specified in this section. The "work year" will include days when pupils are in attendance, two (2) half days scheduled for parent conferences and up to 30 hours of professional development time scheduled for two full days at the beginning of the year and in 16 blocks of 90 minutes throughout the 184 day school year. The Superintendent and the President of the PAT will consult regarding the scheduling of these 16 sessions before the Committee adopts a calendar for the next school year.

1. The Committee shall consider whatever input the Association submits in writing to the Superintendent on or before April 1st of the prior school year. The calendar for a school year shall normally be adopted prior to June 30th of the preceding school year, and once adopted, shall normally not be changed. In the event that the Committee shall consider any change in the school calendar after it has been adopted, it will notify the Association President and will consider any input provided by the Association before the Committee acts on any proposed change(s).

2. In addition to their respective salaries in Appendix A, educators will be compensated at their regular per diem rate for any work days beyond those in Section A of Article V, above. In the summer vacation period, the per diem rate will be that of the previous work year. Employment under this paragraph shall be for specific purposes as approved by the Principal. Furthermore, any such employment shall be by the mutual consent of the educator involved and the building Principal, upon approval of the Superintendent, as to both the number of days and dates of such employment.

B. LENGTH OF WORK DAY

The school day for educators shall consist of the regular pupil day plus the additional time as defined in Sections (1) and (2) below.

1. **Elementary**

The regular pupil day for elementary schools shall be no longer than six hours and twenty-five minutes in duration and shall begin between 8:15 and 9:15 a.m. However, should additional staff be hired for such areas as Foreign Language, Health, Gifted and Talented, Technology, etc., the pupil day will be no longer than six hours forty-five minutes and should end no later than 3:00 p.m. Any unassigned elementary educator time before or after the pupil day may be used for one additional meeting a week, extra-curricular clubs and/or activities, parent conferences or other professional requirements of the job.

Elementary educators will begin their school day ten minutes before starting time for the students and will end their school day ten minutes after the scheduled time for student dismissal. Should additional staff be hired as delineated in C.1a elementary educators will continue to have a school day no longer than seven (7) hours.

2. **Secondary**

The regular pupil day for secondary schools shall be no longer than six hours and forty-five minutes in duration and shall begin between 7:15 and 8:15 a.m.

All secondary educators will begin their school day ten minutes before starting time for students and will end their school day twenty-five minutes after the scheduled time for student dismissals on Tuesdays, Wednesdays and Thursdays, and after supervision of students exiting the building on Mondays and Fridays. High School Media Specialist, Guidance Counselors, and high school athletic trainer may volunteer to work a flexible school day schedule as mutually agreed upon by the Principal, the individual involved, and the President of the Association.

C. MEETINGS

1. **Faculty/Staff Meetings**

Educators shall attend building based faculty meetings, after the end of the regular work day, up to once per month, without additional compensation. Faculty meetings shall begin 15 minutes after the scheduled time for student dismissal and may last no longer than sixty (60) minutes. A meeting schedule will be determined by the building principal at the start of the school year. One week's notice will be provided of any scheduling changes. These meetings will be run by the building principal or his/her designee and, where possible, an agenda will be shared with educators prior to the meeting. No educator will be excused except by the building principal or his/her designee. Faculty/Staff meetings will be held on a Tuesday, Wednesday, or Thursday.

Educators shall not be required to provide extra help in accordance with Article V (B) on a scheduled Department/Grade level meeting day.

2. **Department/Grade Level Meetings**

Elementary educators shall attend one monthly 45 minute grade level team meeting in accordance with Article V (B).

Secondary educators shall attend either a department or grade level meetings, as determined by the building administrator, before or after the end of the regular workday, once per month for a maximum of 50 minutes in duration, without additional compensation. Department/Grade level meetings shall begin 15 minutes after the scheduled time for student dismissal. A meeting schedule will be determined at the start of the school year. One week's notice will be provided of any scheduling changes. An agenda will be shared with participants prior to the meeting and an appropriate administrator may attend. No educator will be excused except by the building principal or his/her designee. Department/Grade level meetings will be held on a Tuesday, Wednesday, or Thursday.

Educators shall not be required to provide extra help in accordance with Article V (B) on a scheduled Department/Grade level meeting day.

3. After-School Meetings

An after-school faculty/staff meeting and an after school department/grade level meeting shall not be held in the same week, unless agreed upon by both the grade level/department and the building administration.

4. Elementary grade-level teams must inform the principal of a regular 45 minute meeting time and place each week that is conducive to the improvement of instruction and does not conflict with any assigned teaching and non-teaching duties.

5. The Committee agrees that there shall be no mandatory makeup for parents who do not attend the conference day. Educators will accommodate parents who cannot attend the conference day at mutually agreed upon times if the educator and parent determine that a need for a conference is required.

6. In addition to the conference day set forth above, educators may also be required to attend up to two (2) evening meetings of no more than three hours each during the school year. The second meeting, if scheduled, will be compensated at the CET rate set forth in Article IX Section F(4) of the Agreement. No educator shall be required to attend any evening meeting other than as required by this Section.

D. PARENT-TEACHER CONFERENCES

1. Commencing with the 2021-2022 school year, there shall be three (3) Parent Teacher Conferences ("PTC"), with the third (3rd) conference of the year being held in the Spring.

2. No more than nine (9) formal PTC hours will be scheduled by the District in a single school year with six (6) hours being reserved for the Fall and three (3) hours being reserved for the Spring.

3. PTC days will keep the traditional half day schedule, allowing educators optimally to utilize time to prepare for parent meetings. This would mean two (2) scheduled half days in the Fall and one (1) scheduled half day in the Spring.

4. The District may choose to change the date(s) on which PTC are held to coincide with the philosophy of holding PTC separate from report cards being issued. For example: PTC may be scheduled (on half days) in October instead of November and December for elementary and secondary students and educators

5. After Spring 2022, the Superintendent retains the discretion to convert the Spring PTC time from a third (3rd) PTC to professional development activities. While the objective of the third (3rd) PTC is to provide parents with additional conference time, should the District determine that it is not as productive as intended, the time could then be used for professional development work.

E. LUNCH

Educators will be provided with a duty-free, twenty-four (24) minute lunch period.

F. ASSIGNMENT

1. In order to assure that pupils are taught by educators working within their areas of competence, educators will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study, except an educator who was hired to teach outside his/her major or minor field cannot exclude these subjects from his/her field of competence.
2. In arranging schedules of educators who are assigned to different buildings, an effort will be made to limit the amount of inter-school travel. Such educators will be notified of any changes in their schedules as soon as practicable.
3. Educators assigned to more than one school building per day will receive inter-school travel reimbursement on the following basis: Inter-school travel must be at least one (1) mile each way to be reimbursed. The rate per mile is the current IRS rate.
4. Job-sharing arrangements are available to full-time educators who have earned professional status.
5. Two individuals in a job-sharing situation will not incur a loss of professional status. The following procedures are to be followed:
 - a. All applications for job sharing shall be submitted annually, by January 31.
 - b. Two educators sharing the equivalent of a full-time position must be in the same school; i.e. one educator assigned to morning; the other to afternoon.
 - c. Each application for job sharing shall be submitted to the Superintendent who shall have sole discretion for approval. Disposition on approval shall not be done in an arbitrary or capricious manner. Applicant may request reasons from the Superintendent as to non-approval. The Superintendent shall respond within 5 working days.
 - d. Before a job-sharing position is designed, the impact on students and the school's programs will be considered.
 - e. In the event that an application for job-sharing is not resubmitted or is not approved for a succeeding school year, educators will be assigned in accord with the provisions of Article V, subject to the provisions of Article XIII if full time positions are not available for all educators engaged in job-sharing.
 - f. None of the provisions under Section F (5) shall be subject to arbitration as set forth in Article II.
6. For as long as the seven period day is in existence at the secondary level, secondary educators will be assigned no more than the equivalent of five teaching periods.
7. Secondary educators will not be required to teach more than two (2) subject matter areas. Subject matter areas shall be defined as English, Art, History, Mathematics, etc.
8. Exceptions to the provisions of Section G.7. above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interest of the educational process. The Association will be notified of each instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be the subject of the grievance procedure and will be initiated at Level Three thereof.

9. Each July the Administration will provide the Association with a list of those secondary full-time educators who will be assigned a schedule that is more or less than the equivalent of five teaching periods

G. DUTIES & SUPERVISION

1. Elementary

a. Duties

Any supervisory duties which may be assigned will be during the ten minutes before and the ten minutes after the pupil day. Any supervisory duties which may be assigned during these periods shall be equitably distributed on a rotating basis among all bargaining unit members in the building. It is understood, however, that there may be occasions when an educator may be reasonably expected to remain longer to adequately provide student makeup or extra help, or to attend those meetings specified in Section C of Article V.

b. Supervision During Recess

i. Elementary educators and staff will rotate through and provide coverage for the 20 minute lunch/recess with assistance from the Building Administration.

ii. The plan will be established collaboratively between Building Administrators and Educators prior to the start of the school year and reviewed & approved by the PAT.

iii. Educators will be responsible for up to an average of 2 days per week depending upon the plan in their building. "Balanced" sharing of duty can be decided at the building level as each school may have a different approach (x 1 per week, 1 week per quarter, 2 weeks per semester, etc.), however, it must be equitable to the extent possible.

iv. Lunch/Recess duty will be the shared responsibility of Building Administration and Educators. Such duty shall not reduce the full contractual duty-free lunch for educators or on their contractual preparation time unless the educator voluntarily waives such benefit in writing.

v. This process will be reviewed for clarity and adjustment based upon feedback from the PAT and Committee as to what is working and what needs to be updated.

2. Secondary

Educators in grades 7-12 may be assigned duties by their respective principals.

3. Part-time educators who teach twenty percent (20%) or less may be assigned supervisory duties at the discretion of the building principal, it being understood that, to the extent feasible, these part-time educators will be assigned supervisory responsibilities.

4. In order to collaborate effectively with administration and membership, the President of the Association will not be assigned homeroom or any other non-teaching duties.

H. NON-TEACHING DUTIES

1. Although the School Committee acknowledges that the main function of the School is the pursuit of academic excellence, American education has never limited its objectives to this one aspect of education. The welfare of the individual and that of the nation depends on simultaneous development of many objectives. To fulfill the many objectives, teachers will, as they have in the

past, participate in activities not directly related to the classroom instruction. This contract continues the responsibilities of teachers in effect as of this date as to those objectives, which cannot be fulfilled during the teacher's regular workday.

2. Teachers will not be required to drive pupils to activities away from the school. They may voluntarily do so with advance approval of the Principal. Teachers are advised to take the recommended guest coverage under the Committee's policy of reimbursement if they intend to do so.
3. Teachers shall not be held personally responsible for monies collected provided that reasonable care is exercised.
4. Teachers will not be required to perform the following duties:
 - a. Health services, such as administering eye or ear examinations and weighing and measuring pupils.
 - b. Collection of insurance and picture monies.
5. a. Non-Teaching duties performed within a school shall be assigned on an equitable basis as determined by the Principal. Non-teaching duties performed at the high school shall include cafeteria duty, study hall, hall duty, detention room, in school suspensions, and bathroom duty. Any teacher assigned to cafeteria duty will serve only one lunch mod daily. English teachers and other classroom teachers who write more than twenty-five college recommendations will have no duties during the first semester. Science teachers with at least three (3) lab preparations, AP teachers, coordinators with K-12 responsibilities, and other teachers with unusual circumstances* will not be assigned duties. The high school duty roster will be mutually agreed to by the principal and Association president. High school teachers who are involved in the co-teaching model will have no homeroom duty. This time is provided so that the SPED teacher and the classroom teacher will meet on a regular basis as needed.

*Advisor for Pentucket Center for Renewable and Alternate Energy
- b. Middle School – Core (ELA, math, social studies, science), Special Education, and Specialist (foreign language, PE/health, music, art, STEM, theatre, and technology integration) teachers teach approximately 236-295 minutes daily. All teachers have approximately fifty-nine (59) minutes of team time during which they meet with content area and/or grade-level team members. When appropriate, teachers may also use team time to meet with parents, guidance counselors, special education teachers, or other staff about specific student needs. In addition, teachers may use team time to attend regularly scheduled special education meetings. Academic preparation time of approximately fifty-nine (59) minutes is also provided for each teacher individually on a daily basis.
 - (a) Part-time teachers will be assigned duties on a pro-rated basis.
 - (b) The am/pm bus duties and the afternoon office detentions will be assigned on a rotating basis amongst all Unit A Members.
 - (c) Other duties at the Middle School are: hall duty, lunchroom duty, in-school suspension, computer room assistance, and media assistance.
 - (d) Preference will be given to Grade Level Secondary Team Leaders to be assigned to their respective grade level students.
6. Any specialist assigned to a building one day or less per week will be assigned supervisory duties at the discretion of the building principal in accordance with the educational needs of the system, it being understood that, to the extent feasible, these specialists will be assigned supervisory responsibilities.

I. PLANNING TIME AND SCHEDULING

The Committee and the Association recognize that educators should have time during the school day for planning, preparation, and other tasks directly related to the teaching process. We believe that effective utilization of preparation periods will be conducive to the improvement of instruction and that preparation periods should be assigned equitably for all educators. Preparation time is defined as time for educators when no other duties, meetings, or tasks may be assigned. Elementary grade-level teams, with the agreement of the Principal, may hold their monthly 45 minute grade level meeting during the work day, utilizing educator preparation time, provided:

- (i) such meeting time and place is conducive to the improvement of instruction and does not conflict with any assigned teaching or non-teaching duties;
- (ii) the building administrator or designee is available at the time selected by the grade level team; and
- (iii) such grade level meeting time, if held during scheduled preparation time, will not result in any claim of lost prep time.

In the event that a meeting time cannot be found which satisfies the above provisions, then the elementary monthly grade level meeting will take place prior to or after the end of the regular work day, without additional compensation. In addition to a duty-free lunch period of twenty-four (24) minutes, elementary and secondary educators will be provided preparation time as follows:

1. Elementary Educators

- a. As long as the elementary school day is six hours and five minutes in duration, elementary classroom educators will have a minimum 225 minutes of preparation time per week consisting of full school days. Every effort will be made to see that this time is spread out evenly over the work week. There will be at least a half-hour of continuous preparation time available each full day of school.
- b. Should the length of the elementary pupil day be increased, the preparation time for elementary educators will also be increased proportionally.

2. Secondary Educators

Educators in grades 7-12 may be assigned a daily duty by their respective principals. For as long as the seven period day is in existence at the secondary level, educators in grade 7-12 will be assigned no more than the equivalent of five teaching periods; and, in addition to the aforementioned duty-free lunch period, shall have one duty-free period for preparation. Educators in grades 7-12 may be assigned duties by their respective principals for up to six periods in a six-day cycle. Each July the Administration will provide the Association with a list of those secondary full-time educators who will be assigned a schedule that is more or less than the equivalent of five teaching periods.

This Agreement may be reopened for the limited purpose of negotiating over changes to the Grade 7-12 schedule.

- 3. Both the Association and the Committee recognize that either party may, upon ten days notice to the other, reopen this agreement should that be warranted due to circumstances such as the following: changes in the Commonwealth of Massachusetts regulations relative to time and learning, changes in grade configuration by the Committee that have programmatic or scheduling ramifications, enrollment increases that may necessitate scheduling modifications.

In the event of an emergency or other unscheduled event, or unforeseen circumstance that interrupts the regular school day at the elementary or secondary level, scheduling of preparation

time will be made, in consultation with the Association, in ways that minimize negative impact on student learning.

J. NOTICE OF ASSIGNMENT

Educators will be notified in writing of their programs for the coming school year, including the building(s) to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 30. (our article XI - Transfers)

1. Definition

“Transfer” shall mean reassignment to an area outside (a) the educator’s certification, (b) the educator’s major or minor area, (c) the area for which the educator was hired or which he/she originally proposed and was granted permission to teach, (d) a different building.

2. When transfers are necessary, area of competence, major and minor fields of study, quality of teaching performance and length of service will be considered. In both voluntary and involuntary transfers, when the above considerations are equal, length of service will prevail.

3. Voluntary Transfers

a. When the Superintendent wishes to transfer, volunteers will be requested.

b. Educators who desire to be transferred shall request transfer by May 15. Requests shall be reviewed annually. Educators shall be informed in writing of the disposition of their requests by June 15. an educator who wants to be considered for any vacancy that may occur between June 15 and August 31 shall notify the Superintendent in writing of such interest on or after June 15.

4. Involuntary Transfers

If the Superintendent decides to transfer an educator involuntarily:

a. Any educator with professional status with more than fifteen (15) years in the system shall not be involuntarily transferred. If all educators have fifteen or more years of service, the least senior educator will be transferred.

b. Certified volunteers shall be transferred before any involuntary transfer is made.

c. The educator will meet with the Superintendent (or designee) and will be given the reason for the transfer.

d. If the educator objects to the transfer, the Superintendent (or designee) will meet with an Association representative and the educator to discuss the transfer.

e. Notice of involuntary transfer will be given to an educator as soon as practicable and, under normal circumstances, no later than five (5) school days prior to the close of school.

5. In the event the Committee proposes changes to either grade and/or school configurations, the parties shall meet to discuss these issues at the request of either side.

K. CLASS SIZE

1. The School committee shall maintain a ratio of 35 professional staff members per 1,000 pupils with the following stipulations: Groveland, Merrimac, West Newbury: Excludes kindergarten teachers, principals, librarian, reading consultant

2. The Pentucket Regional District School Committee shall maintain a ratio of forty (40) professionals for each 1,000 students with the following stipulations: The following specialists shall be excluded: principals (2); assistant principals (2); guidance personnel (5)
3. The School District whenever possible and practicable shall strive to limit class sizes to the following ratios:

20:1	K-12
15:1	Writing Lab – High School

Any instance of over populated class size shall be reported monthly by the Superintendent and or the Association to the School Committee for the purpose of identifying support(s)

Whenever a caseload of Special Ed students is considered extreme or excessive, (Progress Reports, Evaluations and Direct Service Hours) the district and association agree to convene in order to develop supports for the educator.

L. EDUCATOR FACILITIES & USE OF SCHOOL FACILITIES

1. Educator Facilities

The following items shall be available

- a. Space in each classroom in which teachers may safely store instructional materials and supplies;
- b. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- c. An appropriately furnished room, which will include a telephone, to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area;
- d. A serviceable desk and chair for the teacher in each classroom;
- e. A communication system so that teachers can communicate with the main building office from their classroom;
- f. A well-lighted and clean male teacher rest room and a well-lighted and clean female rest room; and
- g. A separate, private dining area for the exclusive use of the teachers;
- h. An adequate portion of the parking lot at each school will be reserved for teacher parking

2. Use of Premises

- a. The Association shall have the right to use, upon request of the appropriate Principal, portions of a building for Association meetings.
 - i. These meetings will not be held during the school day.
 - ii. These meetings will not interfere with any scheduled activity.
 - iii. These meetings will be held at reasonable hours.
- b. Educators may request of the appropriate Principal the use of athletic facilities and equipment without cost, which request shall not be unreasonably denied.
 - i. Proper care of facilities and equipment will be insisted upon.
 - ii. Breakage and losses will be compensated for by the users.
 - iii. Pupil activities will take precedence over all facilities and equipment.
- c. Except as defined in A and B, all other regulations of the committee's controlling building usage shall be applicable.
- d. A bulletin board for the Association shall be available for its exclusive use.

M. HEALTH

A candidate for a position must be in good health. A certificate of good health issued by a physician and a chest X-ray or other appropriate proof of freedom from tuberculosis shall be filed before an educator begins service.

ARTICLE VI

LEAVES OF ABSENCE WITH PAY

A. PERSONAL LEAVE

1. Educators will be entitled to two (2) personal days of leave with pay for each school year. In addition, one (1) unused personal day may be carried over for use in the next following school year provided that no more than three (3) personal days may be used in any school year.
2. In order to utilize such a personal day, an educator will notify the building Principal in writing at least three (3) regularly scheduled school days prior to the day of the leave, unless such leave is required due to a demonstrable emergency which makes such advance notice impossible.
3. The Association and the Committee acknowledge and agree that –professionals, educators should use personal leave for personal business which cannot effectively be conducted outside school hours. Educators do not need to specify a reason when notifying the Principal, but should request personal leave only for the following types of reasons:
 - (a) Personal real estate transaction;
 - (b) Graduation of educator, educator’s spouse, son, or daughter;
 - (c) Family or household emergency;
 - (d) Estate filing of a family member;
 - (e) Legal obligation;
 - (f) Transportation;
 - (g) Other imperative personal business, which the educator may/may not wish to communicate to the Principal on a confidential business.

B. SICK LEAVE

Any regular employee shall receive full sick leave pay for absence due to disability caused by personal illness or accident; any quarantine regulations of the Board of Health; in accordance with the following provisions:

1. Only service in the local Public Schools may be credited to sick leave benefits.
2. Each regular employee shall be entitled to fifteen (15) days of personal illness or accident sick leave each school year with full pay, and said leave shall accumulate to a maximum of not more than 184 days. The Superintendent, or his/her designee, reserves that right, at the expense of the District, to require a medical certification justifying the use of sick leave, when abuse is suspected, from a physician designated by the District. The Superintendent, or his/her designee, when abuse is suspected, may require a medical certificate as to the fitness of an employee to return to work from a physician satisfactory to the District.
3. New employees must perform one full day of service at the beginning of the school year in order to be eligible for that year’s sick leave.
4. Each educator shall be entitled to up to five (5) days of sick leave each year in case of:
 - a. Emergency, illness or injury in the immediate family which requires an educator to care for or make arrangements for necessary medical or nursing care.
 - b. For the birth of a child, for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled.
 - c. Said leave is to be deducted from sick leave.
5. Each educator shall receive annual notice of his/her accrued sick leave on or before September 16th of each school year.

C. SICK LEAVE BANK

Effective with the beginning of the 1995-1996 school year, a sick leave bank will be established for use by qualified members of the bargaining unit whose sick leave accumulation is exhausted through serious prolonged illness/accident and requires additional leave to make full recovery from an extended illness/accident.

1. It shall be mandatory for each member of the bargaining unit to submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank, each September to be utilized by the educators who qualify and who have exhausted their own individual leave, both annual and accumulated and who still have a serious extended illness. The Sick Leave Bank shall have a maximum accumulation of five hundred (500) days.
2. Personnel shall not qualify for consideration of extended illness leave within the framework of Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days (after the submission of required by section 1). Once an educator has become eligible for the benefits of the Sick Leave Bank, he/she shall continue such eligibility for the duration of this Agreement.
3. The Sick Leave Bank shall be administered by a sick Leave Bank Committee consisting of two (2) members designated by the Committee to serve at its discretion and two (2) members designated by the Association to serve at its discretion.
4. All requests for grants from the sick leave bank shall be in writing and shall be accompanied by certification from a physician as to the illness and/or disability of the educator and the anticipated extent of the recovery time necessary, and any other information deemed necessary by the Sick Leave Bank Committee.
5. Application for benefits may be made prior to the employee's exhaustion of his/her personal leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick days are exhausted and adequate medical notification has been provided.
6. The initial grant of sick leave by the Sick Leave Bank committee to an eligible employee shall not exceed thirty (30) days. If additional days are needed, they must be requested in writing and contain further certification by a physician.
7. The Sick Leave Bank Committee may request further evidence or a second physician's opinion before granting additional days from the Bank.
8. Subject to foregoing requirements, the Sick Leave Bank Committee will determine eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and determining the amount of leave:
 - a. Medical evidence of serious extended illness.
 - b. Prior utilization of eligible sick leave.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal or the grievance or arbitration clause of this Agreement.

*Nurses shall also be eligible to participate in the Sick Leave Bank.

D. BEREAVEMENT

1. In the event of the death of an educator's spouse or child, an educator will be entitled to leave with pay on each workday falling within five (5) calendar days following the day of the death. In appropriate circumstances, additional days may be granted by the Superintendent
2. In the event of the death of a parent, parent-in-law, sibling, persons who serve in loco parentis, grandparent, other person residing with the educator, an educator will be entitled to leave with pay on each workday falling within three (3) calendar days following the death. In appropriate circumstances, additional days may be granted by the Superintendent.
3. an educator shall be entitled to one (1) day's leave, in addition to the above, to attend the funeral of an aunt, uncle, godparent, cousin, brother or sister-in-law, son or daughter-in-law, and others at the discretion of the Superintendent.

E. PROFESSIONAL

Not more than one (1) day per year for the purpose of visiting other schools. Advance approval of the principal and the superintendent is required.

F. JURY DUTY

The Committee agrees that educators who are called for jury duty in any county in which jury duty may be required shall not suffer any loss in income.

1. Educators shall continue to be paid at the same rate they would have been paid had they not been required to serve.
2. At the end of such services the educator will:
3. Sign over to the School Department any checks received for Jury Duty pay (not including payment for mileage and other expenses) or
4. Present a certified check for the amount of such pay to the School Department.

G. SABBATICAL

1. Upon recommendation by the Superintendent of Schools, and the approval of the Committee, sabbatical leaves will be granted for study or travel to educators by the Committee subject to the following conditions:
 - a. No more than one educator will be absent from each of the towns every three years on a sabbatical leave; no more than one educator will be absent from the regional district every year on sabbatical leave.
 - b. Preliminary applications with all available detail must be submitted by December 1. Final applications must be submitted by April 1.

Action must be taken on all such requests no later than April 15 of the school year preceding the school year for which the sabbatical leave is requested.

2. Applications shall include the following information about the intended project:
 - a. For formal study: A program of work shall be outlined which will indicate its purpose for general professional improvement. Formal, full-time graduate study shall be within the interest of the applicant and related to the professional development of the educator.

- b. For research and/or writing: The proposed project will be outlined and approved in relation to the present and prospective service of the applicant in his/her profession. Included in this category, but not limited hereto, would be curriculum research including the writing of new courses of study, programmed instructional materials, the development of tapes, recordings and other materials to be used in classroom or laboratories, statistical studies to determine the value of existing or proposed programs of study, the writing of course material, or other approved research projects designed to enhance the education program.
 - c. For travel and/or other reasons: A plan shall be submitted in detail, which will show the benefits of the undertaking to the educator and to the local public school system.
- 3. The educator has completed at least seven (7) consecutive full school years of service in the Pentucket School System.
- 4. Educators on sabbatical leave shall receive from the Committee, fifty (50) percent of the salaries, which they would have received if they had remained on active duty.
- 5. Prior to the granting of sabbatical leave, an educator shall enter into a written agreement with the Committee that upon termination of such leave he/she will return to service in the Pentucket School system for a period equal to twice the length of the leave. In default of completing such service, he/she shall refund to the Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- 6. Upon his/her return from sabbatical leave, an educator's salary shall be the same as he/she would have received had the period of his/her leave been spent in the Pentucket School District, and he/she shall be returned to the same position which he/she held at the time said leave commenced, if available, or to a substantially equivalent position.

H. RELIGIOUS OBSERVANCES

Not more than three (3) days per school year for religious observances. A 24-hour notice in advance will be required.

I. OTHER

Educators will be entitled to the following temporary leaves of absence with pay each school year:

- 1. Absence pursuant to a court order to appear, except when the court order is caused by the individual's out-of-school employment.
- 2. Not more than one (1) day per year for the purpose of visiting other schools. Advance approval of the principal and the superintendent is required.
- 3. Temporary Active Duty: A minimum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided that such obligations cannot be fulfilled on the days when school is not in session. Educators will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government.

ARTICLE VII

LEAVES OF ABSENCE WITHOUT PAY

- A. The Committee agrees that one educator designated by the Association will, on six months notice, be granted a leave of absence for one full school year without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such a leave, an educator will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided that he/she has met the advancement requirements of all other educators.
- B. A leave of absence without pay for two (2) years will, on three (3) months notice, be granted to any educator who joins the Peace Corps or serves as an exchange educator, and is a full-time participant in either of such programs. Upon return from such leave an educator will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided that he/she has met the advancement requirements of all other educators.
- C. Military leave will be granted to any educator who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, an educator will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.
- D. A leave of absence without pay will be granted upon, whenever possible, sixty (60) days prior notice to any educator for the purpose of caring for a family member. Such leave shall initially be granted for not more than one (1) year, but shall, upon request of the educator, be renewed for up to a total of two (2) years. Educators on such leave shall return only at the commencement of a school year. This provision is separate and apart from maternity leave prescribed by G.L.c.149, S 10SD, and should be utilized by an educator who desires a leave longer than the leave provided by statute.
- E. Other leaves of absence without pay may be granted by the Committee.
- F. All benefits to which an educator was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not to a substantially equivalent position.
- G. All requests for extensions or renewals of leaves will be applied for in writing and, if granted, will be in writing. Extensions or renewals are not automatic but may be granted in extenuating circumstances by the Committee.
- H. Educators on leaves of absence pursuant to Section A or B of this Article shall return only at the Commencement of a school year, marking period, or semester, where the leave has extended beyond the end of a school year.
- I. In addition to medical leave, as in FMLA, upon request of at least two weeks written notice of an anticipated date of departure and intention to return, when practicable, a non-birth parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order will be entitled to use, at his/her option, up to a maximum of ten (10) consecutive days of his/her personal accumulation of sick leave days during his/her parental leave. Leave granted with this provision shall not extend other leaves related to childbirth or family needs.

ARTICLE VIII

INSURANCE AND PERSONAL INJURY BENEFITS

A. INSURANCE BENEFITS

1. Health insurance will remain with the GIC through 2023 as agreed to in the PEC agreement. A move outside of the GIC will take place if both sides agree that it will be beneficial to employees and the district.
2. The Committee agrees to continue the present system of supplying educators with payroll deductions for tax sheltered annuity program as provided by Massachusetts law.
 - a. The Committee agrees to pay fifty-one percent (51%) of the premium for the Blue Care Elect Preferred Plan offered through MIIA effective on April 1, 2004.
 - b. Effective the start of the school year 2004-2005, the Committee agrees to pay fifty-five percent (55%) of the premium for all employees enrolled in the Blue Care Elect Preferred as of that date.
 - c. Effective the start of the school year 2003, the Committee will pay sixty percent (60%) of the premium for the HMO Blue New England Plan offered through MIIA.
 - d. Effective the start of the school year 2004-2005, the Committee will pay sixty-eight percent (68%) of the premium for the HMO Blue New England Plan offered through MIIA.
 - e. Effective the start of the school year 2005-2006, the Committee will pay seventy-five percent (75%) of the premium for the HMO Blue New England Plan offered through MIIA.
 - f. Effective July 1, 2016 the Committee will pay 75% of the premium of any eligible Group Insurance Commission health plan an employee may choose under the terms of the Public Employee Committee agreement dated October 19, 2015. Should the Public Employee Agreement not be renewed all premium percentages paid by the employee will revert back to the percentages paid prior to the agreement.

To the extent permitted by the General Laws, Chapter 32B, Section 9 retired educators of the District shall be permitted to maintain insurance coverage by paying 50% of the premium to the District.

Effective July 1, 2016, under the terms of the Public Employee Committee agreement dated October 19, 2015 the Committee will pay 75% of the premium of any eligible Group Insurance Commission plan the retiree may choose. Should the Public Employee Agreement not be renewed all premium percentages paid by the retiree will revert back to the percentages paid prior to the agreement.

3. The Pentucket Committee agrees to implement educator health, life insurance, and dental contributions on a pre-tax basis.
4. Effective July 1, 1995, the Committee agrees to pay 50% of the premium for a dental plan. The Committee agrees to continue to sponsor a long-term disability insurance plan.
5. As a result of costs in excess of funding, the parties have agreed that effective at the

beginning of the 2004-2005 school year, all current and new employees will pay an agreed upon additional amount per paycheck for the agreed-upon period of time. The parties further agree that the amount of the net deficit to be paid by the bargaining unit members will be certified and agreed upon on or about June 30 of each school year. Thereafter, the amount to be deducted per paycheck will be agreed upon based upon the deficit amount and the number of employees under the health insurance plans but not less than 2.5% of the employees' share of the deficit.

- a. The parties agree that there will be an open enrollment period for all health insurance participants upon ratification by the parties of this Agreement.
6. Health and dental insurance arrangements shall be established through the Public Employee Committee.

B. PERSONAL INJURY BENEFITS

1. Educators will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools in writing.
2. This report will be forwarded to the Committee which will comply with any reasonable request from the educator for information in its possession relating to the incident or the persons involved, and will act in appropriate ways to liaison between the educator, the police and the courts.
3. Educators shall be covered by workers' compensation to the extent permitted by law. When covered by the Workers' Compensation Act, an educator may also elect to receive sick leave payments to the extent permitted by G.L. c.152, 69, which provides that such sick leave payments will be chargeable against accumulated sick leave on a pro-rata basis, so that the amount, when added to workers' compensation benefits, shall not exceed the educator's full salary of wages. When accumulated sick leave is exhausted, the educator will receive only workers compensation benefits.

ARTICLE IX

EDUCATOR EMPLOYMENT AND COMPENSATION

A. EDUCATOR EMPLOYMENT

1. The Superintendent retains the authority to determine placement on the salary schedule at time of hire and, within his/her discretion, may grant full or partial credit for previous outside teaching experience within one's discipline upon initial employment, but the employee will be placed in the column consistent with their education. Any educator who is given partial credit upon initial employment may request a salary review upon earning professional status with the Pentucket Regional School District. Any educator who requests a review under this provision shall be entitled to representation from the Association during this review. The Superintendent's determination in regard to initial salary placement or review is not subject to the grievance or arbitration provisions of this Agreement.
2.
 - a. Educators with previous teaching experience at Pentucket will, upon returning to the system, receive full credit on the salary schedule for all outside public school teaching experience. Educators who have not been engaged in teaching on a full-time basis will, upon returning, be restored to the next position on the salary schedule above that at which they left if they have completed all the requirements for advancement to the next step.
 - b. Previously accumulated unused leave days will be restored to all returning educators who were on approved leave of absence. Persons who voluntarily left the system will begin

sick-leave benefits as any other educator new to the system.

3. No adjustments for experience and course work completed prior to coming to Pentucket Regional School District which has not been stated and documented on the application will be made after the signing of the original contract.

B. GENERAL PROVISIONS

1. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.
2. All persons on the Educators' Salary Schedule will be paid in 26 equal bi-weekly installments. Educators will have the option of receiving allotted salary for the months of July and August on the last day of school if they apply in writing to the Superintendent before May 1 of that year.
3. The schedule of paydays for the school year shall be published prior to the close of school the previous June.

C. SUMMER, WEEKEND, AND OTHER OPTIONAL EMPLOYMENT:

1. All openings for summer school and evening school positions and for all positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible.
2. First consideration will be given to members of the bargaining unit. Consideration will be given to the educator's area of competence, major or minor fields of study, quality of teaching performance and length of service. However, nothing shall prohibit the Superintendent from selecting the person(s) whom he/she deems best suited for the position.
3. Educators who apply for such positions will be notified in writing of the actions taken regarding their applications as early as possible.
4. Compensation for summer school and evening school positions will be at the CET rate set forth in Article IX (F) of the Agreement.
5. Persons performing professional duties under Federal Projects during the normal teach year shall be entitled to the same salaries, benefits and conditions as educators employed by the Committee.
6. Educators submit a letter of intent with course description to the principal by January 1st with confirmation by the principal following the approval pending sufficient enrollment/funding of the fiscal year budget. Educators will be compensated at the per-diem rate of pay using the most recent salary.

D. PART-TIME EDUCATORS

Part-time educators shall be paid on a fractional basis for the placement on the salary schedule, the numerator being the number of teaching periods assigned on a daily basis, and the denominator being the number of teaching periods that may be assigned each day to a full-time educator pursuant to Paragraph B. 5., above.

E. SUBSTITUTE EDUCATORS

1. All positions will be filled by certified educators whenever possible and paid in accordance with the salary schedule set forth at Appendix A.

2. If an individual is hired to substitute for the same educator for a known period of time, the substitute educator shall be paid as follows:
 - (a) Fifteen (15) school days or less, the per diem substitute rate.
 - (b) Sixteen (16) school days through forty five (45) school days, Step 1 on the bachelor's scale from the first day.
 - (c) Forty-six (46) or more school days, as provided in Article IX from the first day.
3. If an individual is hired to substitute for the same educator for an unknown period of time, the substitute educator will be paid as follows:
 - (a) First fifteen (15) school days, per diem substitute rate.
 - (b) School days sixteen (16) through forty-five (45), step 1 on the bachelor's scale.
 - (c) School days beyond forty-five (45), as provided in Article IX.
4. If an individual is hired to substitute for the same educator for an unknown period of time and thereafter the period becomes known, or if a known period of employment is extended, the substitute educator will be paid as provided in Section B.1. on a prospective basis only.
5. A substitute educator hired to substitute for the same educator for part of the school year will be entitled to pro-rata sick leave and any other contractual benefits after completion of forty-five (45) days of work.
6. Every reasonable effort will be made to find substitute educators for an absent elementary school specialist.

F. SPECIALIST AND SPECIAL PROGRAMS

1. No teacher shall be required to use regular preparation periods for (a) CET meeting, or (b) to substitute for another teacher who is attending a CET meeting.
2. No teacher shall, during a regular class period, be responsible for the students of a teacher who is attending a CET meeting.
3. Every effort will be made to schedule CET meetings during or immediately after school hours.
4. Any teacher who participates in a CET meeting that begins more than one-half hour before the beginning of the teacher day or extends beyond one hour after student dismissal time shall be paid. The current rate is \$50.00 per hour for time outside those limits.

ARTICLE X

RETIREMENT/SICK LEAVE BUYBACK

- A. Upon written notice of an intent to retire under the provisions of the Massachusetts Teachers Retirement Act by October 1 of the school year in which said retirement will be effective, an educator who has or will have reached the age of fifty-five (55) and/or will have at least twenty (20) years' service for the Committee covered by this Agreement will be eligible to receive a retirement incentive at the conclusion of the final year of teaching. It is understood that the giving of a notice of intent to retire pursuant to this provision is irrevocable, and the educator giving such notice shall be required to retire at the conclusion

of the school year in which the notice of intent to retire is given, except if extraordinary* changes in the educator's family or personal life require the educator to continue teaching.

If the Superintendent disapproves a request to revoke a notice of intent to retire, and the educator so desires, the request will be reviewed by an Appeals Committee, composed of three educators chosen by the Association and three Committee members. The decision of the Appeal Committee, if adverse to either party, or a tie vote, will be subject to arbitration at the request of either party, and, if arbitration is initiated, an award shall be rendered no later than August 1.

*Agreed that "extraordinary" is to be interpreted by dictionary definition.

- B. For educators retiring at the conclusion of the final year of teaching, all accumulated sick leave shall be eliminated and in lieu thereof the individual shall receive a lump sum payment in the amount of thirty percent (30%) of his/her then per diem rate for each sick leave day surrendered. This payment will be made in the following fiscal year, on July 1.
- C. If an educator dies during the retirement school year, the above payment will be made to his/her estate.

ARTICLE XI
DEDUCTIONS

A. 403(b) PLAN

Effective the start of the school year, 2003-2004, the District shall, subject to M.G.L. c. 71, Section 37B and other applicable state and federal law, contribute two hundred dollars (\$200.00) to a tax-free 403 (b) Plan of the employer's choosing, provided that the employee matches the contribution with at least two hundred dollars (\$200.00) per year. An employee may contribute more if he/she chooses to do so.

If an employee participates in the 403 (b) Plan with a contribution provided by the District, he/she shall not be eligible to participate in the severance contained in Section B of Article X. Current employees must choose either the severance or the 403 (b) Plan by November 1, 2003. Such election is final and irrevocable, and all new employees hired after November 1, 2003 shall only be eligible to participate in the 403 (b) Plan.

B. DUES DEDUCTION

The Committee agrees to deduct from the salaries of its employees dues for the Association, Massachusetts Teachers Association or the National Education Association, or any one of such Associations as said educators individually and voluntarily authorize the Committee to deduct, and transmit the monies promptly to such Association or Associations. Educator authorizations will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Name
Address

I hereby request and authorize the Committee to deduct from my earnings and transmit to the Association [check below] an amount sufficient to provide for regular payment of the membership dues as certified by such Association in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Committee and all of its officers from any liability thereof.

Teacher Organization:
Teachers Association Massachusetts
Teachers Association
National Education Association

Dated _____

Educator's Signature _____

1. Each of the Associations named in Section A. above, will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days written notice prior to the effective date of each change.
2. Deductions referred in Section A, above, will be made in equal installments from the first paycheck in October to the last paycheck in June. The Committee will not be required to honor for any month's deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.
3. On written request by the President of the Association, the Committee will list these employees who have authorized deductions. Requests for additions and/or withdrawals shall be requested in writing not more than once a month.

ARTICLE XII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Pentucket Educator Evaluation System defines expectations for each educator. Professional development is required for continuous improvement of professional practice and every educator ensuring high levels of student performance. Each educator is responsible for selecting and participating in professional development that supports his/her improvement of professional practice and improved outcomes for students or educational areas. Any application for reimbursement for professional development must align to improved professional practice of that educator and to improved outcomes for students assigned to that educator.

A. CREDITS

1. All credit courses to be submitted for salary schedule acceptance shall be taken at colleges accredited by the New England Association of Secondary Schools and Colleges or its regional equivalent. The application for such course approval shall contain complete information substantiating the criteria of course approval described below.
2. Participation in approved workshops outside of regular work hours or in other sanctioned programs designed for professional improvement may also be used for salary schedule credit on the basis of fifteen (15) hours for one credit.
 - a. It is agreed that credit for movement on salary schedules will be given for workshops, conferences, institutes, etc. which involve the educator's effectiveness in the performance of professional duties.
 - b. All credits granted by the former superintendents will be accepted as written by each.
 - c. All workshops, institutes, conferences, etc. offered by Pentucket Regional School district outside of regular school day hours will be credited as in-service hours.
 - d. Any workshop, institute, conference attended by staff of Pentucket Regional School District may be credited as in-service hours. An approval form will be developed by the administration and

PAT for determination of credit.

- e. In-service hours will be carried from school year to school year until an in-service credit has been earned.
- f. In-service credits may be used for salary movement from column to column, provided the educator has met all other requirements.
- g. An updated in-service report will be provided to each member of the staff in September of each school year.

B. CRITERIA FOR APPROVAL

- 1. Any educator may apply for course reimbursement if the course is directly related to a subject taught and/or will contribute substantially to the educator's performance.
- 2. Educators in an approved Master's degree program will qualify for additional reimbursement subject to funding. Evidence of admission to the approved Master's Program must be on file.
- 3. For those educators who are seeking reimbursement from the District for a Master's Degree Program, additional approval shall be obtained in the form of a recommendation from either a Principal or Department Head, as appropriate and forwarded to the Superintendent.

C. APPROVAL PROCEDURE

- 1. Each request for approval shall clearly state how the course is expected to meet the criteria in section B. above.
- 2. Each request shall be submitted to the Superintendent of Schools for approval/disapproval. If no decision is received by the educator within ten (10) school days from receipt of forms in the Superintendent's Office, the course will be considered approved.
- 3. If the Superintendent disapproves the request, and the educator so desires, the application will be reviewed by the Professional Development Appeal Committee, composed of three educators chosen by the Association and three Committee members.
- 4. If the decision of the Professional Development Appeal Committee results in a tie vote, the decision may be appealed by either party through the grievance procedure and will be initiated at Level Three

D. REIMBURSEMENT

For the school year 2003-04, the Committee will budget no less than \$35,000 for tuition reimbursement. For the school year 2004-05, the Committee will budget no less than \$49,000 for tuition reimbursement. For the school year 2005-06, the Committee will budget no less than \$45,000 for tuition reimbursement. A committee, called the Tuition Reimbursement and Professional Development Committee, will be formed to determine the maximum allotment for each member of the bargaining unit and make recommended adjustments to the Superintendent no later than May 1st of each school year. This Committee will comprise three educators appointed by the Association and three members appointed by the Committee. It is further agreed that to be reimbursed, an educator must receive a mark of B (3.0) or higher or pass, if the course is only offered on a pass-fail basis.

- 1. Beginning in 2017, professional development funds remaining after the dispersal of

reimbursements will be distributed according to a plan developed by the Association by May 15th of each year.

2. The Tuition Reimbursement and Professional Development Committee will meet to determine how the remaining monies will be divided amongst the bargaining unit for each of the next three years.
3. They will review the status of the tuition reimbursement account on an ongoing basis, and they will make recommendations.
4. They will survey educators for educational needs and recommendations; in addition, the Professional Development Committee shall convene not later than November of each school year to review the allocation of time for professional development.
5. They will develop an annual course calendar for PK-12; and
6. The Committee will develop a post workshop evaluation form to provide feedback useful for quality assurance and continuous improvement of professional practice to be shared with the membership.

ARTICLE XIII

EDUCATOR LAYOFF AND RECALL

A. EDUCATOR LAYOFF

1. If the Committee decides to reduce the number of positions in any department and/or classification in the bargaining unit, each department and/or classification listed below shall constitute a separate unit for purposes of layoff and recall:
 - a. Elementary (PK-6) (according to certification)
 - b. Secondary (7-12)
 - English
 - Social Studies
 - Mathematics
 - Foreign Language
 - Science
 - Business
 - Consumer and Family Studies
 - Technology Education
 - Guidance
 - c. Special Subjects (district wide according to certification) Moderate Special Needs
 - Severe Special Needs
 - School Adjustment Counselor
 - School Psychologist
 - Speech Therapist
 - Computer Sciences
 - Physical Education
 - Health
 - Media/Librarian
 - Art
 - Music
 - Special Interest (Gifted and Talented)
 - Reading
 - Theater Arts

2. To the extent possible and practical, normal attrition will be the method first used to reduce the number of teaching positions in those departments and/or classifications in which reductions are to occur. That is, educators who resign, retire, or who otherwise terminate their employment shall not be replaced. Also included in this paragraph are those non-professional status educators whose employment the Committee determines not to renew. In addition, all opportunities for voluntary transfers shall be exhausted and all requests for voluntary layoff shall be honored with the goal of avoiding the involuntary layoff of any educator.
3. If it is not possible sufficiently to reduce the number of staff by the above factors, reductions will first be made among those educators in the departments and/or classifications to be reduced who have not attained professional status, provided there are educators with professional status in those departments and/or classifications who are qualified to fill those positions.
4. If the Committee decides to reduce the number of educators with professional status area of competence, major and minor fields of study, quality of teaching performance and experience will be considered. When the aforementioned considerations are equal, seniority will prevail.
5. Seniority for educators with professional status, seniority shall be defined as length of continuous service in the bargaining unit in the District measured from the first day of active service for which compensation was received, except that, for administrators covered by the terms of the administrator collective bargaining agreement during 1982-1983, who subsequently enter the bargaining unit, seniority shall be defined as length of continuous service in the district. For leaves granted after September 1, 1983, portions of all unpaid leaves of absence that exceed one year in duration, and all service outside the bargaining unit except as noted above, shall not be counted in the determination of seniority for purposes of this paragraph but shall not constitute a break in seniority.
6. No educator with professional status shall be laid off if there is an educator without professional status occupying a position, which the educator with professional status is certified to teach.
7. If practicable, before May 15 prior to the effective date of any layoff, the Committee shall notify the Association of its intent to lay the educator off. Such notice shall include a list of the department(s) and/or classification(s) to be affected and a tentative list of those educators to be laid off. Between May 15 and May 30, resolving potential disputes concerning the order of layoff. Such consultation shall be without prejudice to either the Committee or the Association. It is recognized that layoffs may occur because of circumstances that occur after the aforesaid dates.
 - a. A copy of the seniority list shall be provided to the Association on or before November 1 of each year. The information shall include: date of hire, length of service in the district, certifications, and current assignments.
 - b. In the event of equal seniority, the candidate with the greater number of graduate credits shall be retained.
 - c. In the event of seniority and equal graduate credits, a lottery will be held to determine which educator shall be retained.
8. Educators with professional status shall be laid off only at the end of the educator work year, and shall be given notice of layoff as follows except for the failure of the towns to vote a supplemental budget referenced below:
 - a. By May 15 for those educators whose layoff is required by the Committee's proposed budget as of that date, or

- b. Within ten days of the last of the three town meetings required to pass the supplemental budget (as called for in the Regional Agreement) for those educators whose layoff is required by failure of the towns to support a supplemental budget.
9. In recognition of the fact that a layoff may be treated as a leave of absence in this Article, an educator with professional status who accepts such a leave in lieu of dismissal shall waive, in writing, any present rights to a dismissal hearing which he/she or she may have pursuant to Chapter 71, Section 42, within seven (7) days after notification of layoff as set forth in Paragraph H. an educator may elect to have his/her layoff treated as a dismissal, in aforesaid seven (7) day period.

B. RECALL

1. Any educator with professional status who is laid off pursuant to this section shall be considered to be on an unpaid leave of absence and shall be eligible for recall for a period of two school years to a permanent position in his/her previous department and/or classification. If such an opening occurs prior to the third August 31 (or twenty-six months) following the effective date of a layoff, the educator will be offered the opportunity to return to work in his/her department and/or classification on a last-out, first-in basis, provided that the educator continues to be certified to fill that position. In addition, a laid-off educator with a professional status shall be eligible for recall to a vacancy in a permanent position in any other department and/or classification for a period of two (2) months (up to August 31) after the effective date of layoff if the laid-off educator is certified to fill the position, provided that evidence of the laid-off educator's certification is on file in the Superintendent's office prior to the effective date of lay-off. If two or more laid-off educators with professional status are certified for any such vacancy, the determination of which educator with professional status shall be recalled shall be based upon the criteria set forth in Section D. This limited right of recall shall apply only to departments and/or classifications in which there are no educators with professional status on layoff at the time the vacancy occurs.
2. The Superintendent will send by registered mail, return receipt requested, notice of any vacancy to which the laid-off educator has recall rights. If the educator refuses the recall offer or fails to respond within fifteen (15) calendar days of either receipt of the notice or first attempt to deliver the notice, whichever is first, all recall rights will terminate.
3. If they so desire, educators with recall rights shall be first called in their order on the recall list for substitute assignments at the rate of pay applicable thereto.
4. To the extent permitted by the General Laws, Chapter 32B, and the rules and regulations of the District, educators shall be allowed to maintain insurance coverage by paying the full premium to the District.
5. It shall be the responsibility of the laid-off educator to keep the Superintendent's office informed of the educator's current address.

ARTICLE XIV

VACANCIES AND POSTINGS

Vacancies in professional positions which the Superintendent intends to fill shall be posted and filled in accordance with the provisions of this Article.

1. During the School Year
 - a. Notice of the vacancy will be posted at a designated place in each school and a copy of the posting will be sent to the President of the Association.

- b. Such positions will not be filled, except on a temporary basis, until seven (7) school days after the notice of vacancy is posted.

2. During the Summer

- a. When any vacancy occurs from the end of school, through August 31, written notice of said vacancy will be sent to the President of the Association (or designee), and to any educator who requests continuing consideration pursuant to section A of Article V.
- b. Such positions will not be filled, except on a temporary basis, until ten (10) calendar days after the notice is mailed except that the Superintendent may immediately fill a teaching position or a fall season coaching position that becomes vacant between August 11 and August 31.

3. General

- a. In filling vacancies the Superintendent agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system and other relevant factors.
- b. Appointments will be made without regard to race, color, age, religious creed, national origin, sex, gender identity, sexual orientation or marital status.

ARTICLE XV

GENERAL PROVISIONS

A. NON-DISCRIMINATION

Neither the Committee nor the Association shall discriminate against any educator on the basis of race, creed, color, religion, age, nationality, sex, marital status, membership or non-membership in its activities.

B. EDUCATOR PROTECTION AND LIABILITY

- 1. No educator with professional educator status shall be disciplined, discharged, suspended, reprimanded in writing, or denied normal advancement on the salary schedule without just cause. The Association recognizes the right of the Administration for privately reprimanding an educator. Any educator so reprimanded has the right to Association representation.
- 2. No educator shall be suspended or discharged unless in conformance with the provisions of G.L. c.71, §42 and 42D, as applicable.

Current Educator Evaluation documents available in Appendix E.

- 1. All monitoring or observation of the work performance of an educator will be conducted openly and will full knowledge of the educator; if inadvertent observation of an educator's work performance results in a negative appraisal of the work performance and if an administrator intends to discipline, reprimand or write up the actions of an educator, the procedure outline in E shall be followed. The uses of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Educators will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors. There shall be a standing joint committee made up of 6 persons, 3 appointed by the

Association and 3 appointed by the Committee. The Committee will be charged with meeting within 30 days of request from either party to review the existing evaluation procedure and related contract language and to make recommendation(s) for changes which will be subject to negotiations and ratification by the parties to this agreement.

- a. Any supervisor who observes anything that could negatively impact an educator's evaluation shall promptly, in private, bring the matter to the attention of that educator.
 - b. Any supervisor who observes anything that, if not corrected, will negatively impact an educator's evaluation shall promptly, in writing, bring the matter to the attention of that educator.
2. Educators will have the right upon request, to review the contents of their personnel file. an educator will be entitled to have a representative of the Association accompany him/her, during such review.
 3. No material derogatory to an educator's conduct service, character or personality will be placed in his/her personnel file unless the educator has had the opportunity to review the material. The educator will acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature to the copy filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The educator will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
 4. Each observation of an educator (except short-term non-directed observations) will be allowed by a written report to the educator by the administrator making the observation. Such report will be made within ten (10) school days unless delay is caused by the absence of the administrator.
 5. The Association recognizes the authority and responsibility of the administration for disciplining or reprimanding an educator. Such action will be done privately. When an educator is to be disciplined or reprimanded by any member of the administration, including a supervisor, the educator, upon request, shall be entitled to have an Association representative present. The administrator, upon request, shall also be entitled to have another person present. In the event that the substance or fact of the discipline or reprimand is to be placed in the educator's file, said material shall not be placed in the educator's file until the educator has had an opportunity to review the material and attach to the material any pertinent comments he/she desires to make.
 6. Educator Evaluation shall be conducted pursuant to Article III.
 7. The parties agree that the sub-committee as proposed by the Committee will also study the evaluation for department heads.

C. SCHOOL BUILDING ACCESS

Educators will have access to their school building, during established hours, on weekends and vacations.

D. STRIKES AND PUBLIC PRESSURE

1. In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term thereof, that they shall not cause, condone, sponsor, sanction, assist or participate in any strike, work stoppage,

concerted absence or refusal to perform normally assigned duties, or other illegal activities directed against the school district.

2. The Association further agrees that should any strike, work stoppage, withholding of services or any other interference with the operation of the Pentucket Regional School District occur during the term of this agreement, it shall immediately attempt to have the activity terminated, including ordering the persons concerned to return to work.
3. If the Association disclaims such activities publicly and advises the individuals concerned that such actions are in violation of the terms of this contract and instructs them to cease such activities, it will not be liable, in any way, therefore.
4. In connection with any negotiations held pursuant to the renegotiation of this Agreement said negotiations shall be conducted without threats of sanctions or strikes until mediation, fact finding and any other statutory impasse procedures have been exhausted.

E. LEARNING MATERIALS

The Committee will continue its policy of providing sufficient funds to ensure that each pupil has proper textbooks and other learning materials required for the implementation of approved curriculum.

F. OTHER

1. Neither the Committee nor the Association shall discriminate against any educator on the basis of race, creed, color, religion, age, nationality, sex, marital status, membership or non-membership in its activities.
2. Upon mutual agreement, the President of the Association and the Superintendent may set aside needed meeting time to discuss and/or resolve differences.
3. No Committee – Association activities shall be conducted on school time. If Labor Relations Commission investigations or hearings, or other judicial proceedings are conducted when school is in session, every effort will be made to minimize educator absence, including Association representatives, from normal teaching responsibilities. If conciliation and arbitration proceedings are conducted when school is in session, the Committee will approve reasonable allowances for travel.
4. No out-of-school religious or political activities of any educator or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such educator.
5. Copies of the Committee agenda and copies of minutes shall be made available to the Association as soon as available in the Superintendent's Office.
 - a. A copy of the official agenda of the meeting will be made available to the Association in the Superintendent's Office prior to said meeting.
6. Copies of the Master Contract shall be printed. Cost of printing shall be shared: 35% by the Committee; 65% by the Association.
7. Nothing in this Agreement shall affect or impair the right of the Committee to make final decisions according to the laws of the Commonwealth, and the regulations of the Department of Elementary and Secondary Education.

8. The Association shall furnish the Superintendent with a list of its officers, members, and members of its standing committees, as soon as they are appointed and shall notify him/her of any changes that occur thereafter.
9. The Association shall furnish the Superintendent with the names of any person or persons empowered by it to conduct negotiations with the Committee and, in the case of any such person who is not a member of the professional staff of the Public Schools, shall furnish full information relative to the professional affiliations of that person and his/her relationship to the Association. The Committee agrees to furnish the same information to the president of the Teachers Association.
10. There shall be no reprisals of any kind taken by the Committee against any educator by reason of his/her membership in, or legal activities for, the Association.
 - a. The Association will take no reprisals against any person eligible for membership in the Association.
 - b. The Association will not conduct any of its business at times which will interfere with the Performance of professional duties.
11. In the event that any provision of this Agreement is or shall be contrary to the laws of the Commonwealth or the Constitution of the United States, all other provisions of this Agreement shall continue in effect. In the event that any provision is held invalid, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity.

ARTICLE XVI

NEGOTIATION PROCEDURE

- A. Not later than October 15, of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in, a good faith effort, too reach agreement concerning teachers' wages, hours and other conditions of their employment in accordance with Chapter 150E of the Massachusetts General Laws and any subsequent amendments. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Committee and the Association.
- B. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. The Committee will provide the Association with a complete tentative line budget, as defined in Section 9 of the Pentucket Regional School Agreement for the next fiscal year as it becomes available. The Committee will make available to the Association for inspection all pertinent records of the School System. Either party may, if so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. If the negotiations described in this Section A have reached an impasse, the procedures described in Chapter 150E of the Massachusetts General Laws will be followed.
- D. During the term of this agreement neither party shall be required to negotiate concerning any matter affecting wages, hours and other conditions of employment whether or not such matter is covered in the Agreement or as amended, except as indicated in A, above.
- E. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E.

- F. Under the present statute, the School Committee is a public body governed by the Laws of the Commonwealth. As with all matters not covered by this Agreement, the School Committee must retain all the powers, rights and duties provided by laws and so exercise these obligations without being subject to grievance, procedures, or arbitrations.

ARTICLE XVII

DURATION

- A. This Agreement shall be in full force and effect from July 1, 2022 through June 30, 2025.
- B. The parties will commence negotiations on or before October 15th of the final year of the agreement, in 2025 to begin bargaining a successor agreement but at no time will the parties begin bargaining without full authority to come to tentative agreements on all language and compensation matters.

IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by their authorized designee and the Association acting on behalf of the employees, has caused this instrument to be signed by its proper officer hereunto duly authorized the day and year first written above.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____ 2022.

PENTUCKET REGIONAL DISTRICTS
SCHOOL COMMITTEE BY:

PENTUCKET ASSOCIATION
OF TEACHERS BY:

APPENDIX A

- A. Salary increments may be withheld in any year if a majority of the evaluations are below average for the preceding year.
- B. Service in other public schools shall be evaluated equitably. This means that an educator applying for a position in a discipline not taught previously or not taught for more than five (5) years may not be placed on the step of their total experience.

C. INCREMENTS

- 1. Increments in salary will be dependent upon more than time and experience. Reasonable efficiency and/or growth will be expected. Salary increments may be withheld in any year an educator receives two unfavorable evaluations as reflected in an interim evaluation report (Attachments D and/or E).
- 2. Valid evidence to substantiate an educator's place on the salary schedule must be on record at the office of the Superintendent of Schools. This is the responsibility of the educator. The following shall be considered valid evidence:
 - (a) For credit beyond the Bachelor Degree, transcripts will be required.
- 3. The awarding of merit increments to outstanding educators will be made at any time in any year of service when such an award is deemed to be in the best interest of the local educational program.

Credits required for a Bachelor's Degree cannot be used to satisfy the educational requirements of any succeeding column. Credits acquired in pursuit of a Bachelor's Degree are not applicable to any advance column.

Credit used in satisfying the requirements in the Masters Column cannot be used a second time for other column requirements.

D. COMPENSATION*

As set forth in the Memorandum of Agreement for the 2021-2022 Collective Bargaining Agreement:

The Parties agree that educators may move up to one step and one column each year. It is agreed that no member may advance into a "gray cell", and that said "gray cells" shall be indicated separately from the agreed upon salary schedule until such a time as no member is on those cells. The Parties agree that the salaries in gray cells shall not be modified by any COLAs agreed upon by the district. Any member on a gray cell shall move automatically into the appropriate step and column whenever such move would not cause the member any reduction in pay. Any member on a gray cell can move into the next column through normal advancement means.

E. NURSES' SALARY SCHEDULE AND COLUMN PLACEMENT

Beginning on July 1, 2021, nurses who have produced proof of either a Master's degree or certification from the National Board Certification of School Nurses (NBCSN) may be placed in the Masters ("Bach+36/M") column of the salary schedule.

A Nurse placed in the Masters (Bach+36/M) column of the Salary Scale on the basis of NBCSN Certification is not eligible to move beyond the Masters (Bach+36/M) column until such time as the nurse

has obtained a Masters' degree in Nursing, a Masters' degree in Education or another relevant field as determined by the Superintendent or their designee. The Parties acknowledge that loose graduate credits may not be used to support a move beyond the Masters (Bach+36/M) column for those with NBCSN Certification.

F. SALARY SCALE MOVEMENT

The Parties agree that educators may move up to one step and one column each year. It is agreed that no member may advance into a "gray cell", and that said "gray cells" shall be indicated separately from the agreed upon salary schedule until such a time as no member is on those cells. The Parties agree that the salaries in gray cells shall not be modified by any COLAs agreed upon by the district. Any member on a gray cell shall move automatically into the appropriate step and column whenever such move would not cause the member any reduction in pay. Any member on a gray cell can move into the next column through normal advancement means. The salary grid is a 12 step structure. The grid only goes beyond step 12 into the gray cells if someone's salary was already higher than the new salary listed at step 12.

The increases set forth below are incorporated into the salary schedules attached hereto as Exhibit A.

A. 2022-2023

On day 1 of the 2022-2023 school year, increase the 2021-2022 salary schedule by 2%, excluding the gray cells.

Increase each gray cell by \$1,000.00.

B. 2023-2024

On day 1 of the 2023-2024 school year, increase the 2022-2023 salary schedule by 2%, excluding the gray cells.

C. 2024-2025:

On day 1 of the 2024-2025 school year, increase the 2023-2024 salary schedule by 2%, excluding the gray cells.

*Any educator who is assigned more than a 1.0 workload due to additional teaching duties or additional classes taught shall be compensated with an additional rate commensurate with their current annual salary as prorated. Any added "service" beyond 1.0 cannot be used for creditable service towards their pension. It can only be applied towards the highest 3 years of annual salary. Anyone over 1.0 in salary must be paid that rate as their base pay for everything including sick time (based upon case law).

2022-2023 SALARY SCHEDULE
2% Increase/Non-Gray Cells; \$1000 Added to Gray Cells

Step	Bach	Bach +36/M	M+15	M+30	M+45	M+60/CAGS	M+75/CAGS
1	\$51,971.64	\$54,050.51	\$55,401.77	\$56,786.81	\$58,206.49	\$59,661.65	\$61,451.50
2	\$53,532.24	\$55,673.53	\$57,065.37	\$58,492.00	\$59,954.30	\$61,453.16	\$63,296.76
3	\$55,092.84	\$57,296.56	\$58,728.97	\$60,197.19	\$61,702.12	\$63,244.68	\$65,142.02
4	\$56,653.44	\$58,919.58	\$60,097.97	\$61,299.93	\$62,525.93	\$63,776.45	\$65,689.74
5	\$58,214.04	\$60,542.60	\$61,753.46	\$62,988.53	\$64,248.30	\$65,533.26	\$67,499.26
6		\$62,661.60	\$63,914.83	\$65,193.12	\$66,822.95	\$68,159.41	\$70,204.19
7		\$64,854.75	\$66,151.85	\$67,474.88	\$69,161.75	\$70,544.99	\$72,661.34
8	\$63,493.65	\$67,124.67	\$68,467.16	\$69,836.50	\$71,582.42	\$73,014.06	\$75,204.49
9		\$69,474.03	\$70,863.51	\$72,280.78	\$73,726.40	\$75,200.92	\$77,456.95
10		\$72,252.99	\$74,059.32	\$75,910.80	\$77,808.57	\$79,753.78	\$82,146.40
11		\$75,143.11	\$77,397.40	\$79,719.33	\$82,110.91	\$84,574.23	\$87,111.46
12		\$78,900.27	\$82,845.28	\$86,159.09	\$88,743.86	\$91,406.18	\$94,148.37
13		\$79,423.16	\$83,317.41				
14	\$77,546.99	\$81,346.25	\$84,317.41	\$86,337.84	\$89,408.79	\$91,531.51	
15		\$82,346.25	\$85,317.41	\$87,337.84			
16		\$83,346.25					

* Educators in so-called "gray cells" remain frozen until they move into the chart.

2023-2024 SALARY SCHEDULE
2% Increase/Non-Gray Cells Only

Step	Bach	Bach +36/M	M+15	M+30	M+45	M+60/CAGS	M+75/CAGS
1	\$53,011.08	\$55,131.52	\$56,509.81	\$57,922.55	\$59,370.61	\$60,854.88	\$62,680.53
2	\$54,602.89	\$56,787.00	\$58,206.68	\$59,661.84	\$61,153.39	\$62,682.23	\$64,562.69
3	\$56,194.70	\$58,442.49	\$59,903.55	\$61,401.14	\$62,936.17	\$64,509.57	\$66,444.86
4	\$57,786.51	\$60,097.97	\$61,299.93	\$62,525.93	\$63,776.45	\$65,051.98	\$67,003.54
5	\$59,378.32	\$61,753.46	\$62,988.53	\$64,248.30	\$65,533.26	\$66,843.93	\$68,849.24
6		\$63,914.83	\$65,193.12	\$66,496.99	\$68,159.41	\$69,522.60	\$71,608.28
7		\$66,151.85	\$67,474.88	\$68,824.38	\$70,544.99	\$71,955.89	\$74,114.57
8	\$63,493.65	\$68,467.16	\$69,836.50	\$71,233.23	\$73,014.06	\$74,474.35	\$76,708.58
9		\$70,863.51	\$72,280.78	\$73,726.40	\$75,200.92	\$76,704.94	\$79,006.09
10		\$73,698.05	\$75,540.50	\$77,429.02	\$79,364.74	\$81,348.86	\$83,789.33
11		\$76,645.97	\$78,945.35	\$81,313.71	\$83,753.12	\$86,265.72	\$88,853.69
12		\$80,478.27	\$84,502.19	\$87,882.27	\$90,518.74	\$93,234.30	\$96,031.33
13							
14	\$77,546.99	\$81,346.25					
15		\$82,346.25	\$85,317.41				
16		\$83,346.25					

* Educators in so-called “gray cells” remain frozen until they move into the chart.

2024-2025 SALARY SCHEDULE
2% Increase/Non-Gray Cells Only

Step	Bach	Bach +36/M	M+15	M+30	M+45	M+60/CAGS	M+75/CAGS
1	\$54,071.30	\$56,234.15	\$57,640.00	\$59,081.00	\$60,558.03	\$62,071.98	\$63,934.14
2	\$55,694.94	\$57,922.74	\$59,370.81	\$60,855.08	\$62,376.46	\$63,935.87	\$65,853.95
3	\$57,318.59	\$59,611.34	\$61,101.62	\$62,629.16	\$64,194.89	\$65,799.76	\$67,773.75
4	\$58,942.24	\$61,299.93	\$62,525.93	\$63,776.45	\$65,051.98	\$66,353.02	\$68,343.61
5	\$60,565.89	\$62,988.53	\$64,248.30	\$65,533.26	\$66,843.93	\$68,180.81	\$70,226.23
6		\$65,193.12	\$66,496.99	\$67,826.93	\$69,522.60	\$70,913.05	\$73,040.44
7		\$67,474.88	\$68,824.38	\$70,200.87	\$71,955.89	\$73,395.01	\$75,596.86
8	\$63,493.65	\$69,836.50	\$71,233.23	\$72,657.90	\$74,474.35	\$75,963.83	\$78,242.75
9		\$72,280.78	\$73,726.40	\$75,200.92	\$76,704.94	\$78,239.04	\$80,586.21
10		\$75,172.01	\$77,051.31	\$78,977.60	\$80,952.04	\$82,975.84	\$85,465.11
11		\$78,178.89	\$80,524.26	\$82,939.99	\$85,428.19	\$87,991.03	\$90,630.76
12		\$82,087.84	\$86,192.23	\$89,639.92	\$92,329.12	\$95,098.99	\$97,951.96
13							
14	\$77,546.99						
15		\$82,346.25					
16		\$83,346.25					

* Educators in so-called “gray cells” remain frozen until they move into the chart.

APPENDIX B

DEPARTMENT CHAIRS

- A. A Department Chair is a specialist in a given subject area who has the responsibility for the organization, administration and supervision of the curriculum, educators, instructional materials, budget and physical facilities within that area, his/her responsibility is both horizontal and vertical:
 - 1. HORIZONTAL - in that he/she takes advantage of the opportunities to articulate the work of his/her department with other departments.
 - 2. VERTICAL – in that the responsibility extends through the grades assigned to him/her.
- B. A department chair shall be directly responsible to the principal.
- C. Duties of Department Chairs:
 - 1. Supervise teaching and learning with the department.
 - 2. Initiate curriculum study and revision with the department.
 - 3. Give assistance to educators.

4. Care for minor disciplinary affairs that occur in departmental educator's classes before calling on the assistant principal.
5. Assume the responsibility for the preparation of the annual department budget.
6. Approve all requisitions for books, equipment, and annual supply orders for the department.
7. Assume responsibility for equipment, books, etc., used in the department and their proper care, up keeping and accounting.
8. Assume responsibility for assistance at various times when needed with the general administration of the school.
9. Participates in the interviewing and recommending of candidates for hiring.
10. Provides programmatic curriculum recommendations to the appropriate Middle School Administrators.
11. Department Chairs shall no longer conduct formal evaluations.

D. Department Chair Pay:

Department Chairs shall receive a base stipend of \$2,250.00 plus \$600 for each non-professional status educator and each educator on remediation and \$400 for each of the other educators in the department with at least 50% of his/her teaching time in that department. The total number shall be determined when the master schedule is accepted.

E. Department Chair Teaching:

1. Department Chairs shall teach four classes in a seven period day.
2. Requests for inclusion of special interest classes or sections, due to limited memberships, shall not be counted in E.1.
3. The positions of Department Chair for Special Education and of Department Chair of Guidance will be evaluated and clarification will be forthcoming. As of the signing of this document, the roles shall remain as they did in the previous contract.

MIDDLE SCHOOL TEAM LEADERS

A. Job Description

Goal: To maximize the experiences of students and educators in Middle School by providing leadership, coordination and innovation in a specific team.

I. Leadership

1. To serve as the liaison from the team members to administration and other teams.
2. To meet with other team leaders and the administration as needed.
3. To assist in the further enhancement of the team model in Middle School.
4. To participate with the administration and other team leaders in scheduling of students.

II. Communication/Record Keeping

1. To conduct regularly scheduled team meetings.
2. To set agendas for meetings and keep a record of activities.

3. To coordinate appointments and topics for meetings (parents, non-team members).
4. To work with the guidance staff to collect or disseminate information as needed.
5. To bring forth names of students of students who are having problems, be it academic, disciplinary or interpersonal issues.
6. To coordinate team progress reports.
7. To delegate/request assistance as appropriate from all team members.
8. To oversee the movement of students from group to group or the rescheduling of classes.
9. To coordinate the quarterly newsletter.

III. Program/Curriculum Issues

1. To assist the administration in the design and coordination of special programs involving the teams.
 2. To assist the administration in the preparation of an annual team-based instructional budget for school committee review and action.
- B. Election of Team Leaders – Each team will elect its leader by a majority vote at a regularly scheduled team meeting held during the first week of school. If a team does not elect a leader, then a lottery will be held at the next scheduled team meeting. Each department with an assigned educator including, but not limited to, English, Math, Science, Social Studies, and SPED will be represented in the drawing. The first department slip drawn will determine the chairperson for the first semester, and the second department slip drawn will determine the chairperson for the second semester.
- C. The semester stipend for each interdisciplinary team leader is \$500; the semester stipend for the team leader of special subjects is \$200. Each team leader will be provided funding for attendance at a professional conference, mutually agreed to by the building principal and the educator. The funding available to each team leader shall not exceed three (3) times the educators' per diem rate. In the event a team leader's position is a shared one, the amount available to each educator shall not exceed one and a half (1-1/2) times his/her per diem rate.
- D. Each team leader's responsibilities will be limited to the educators' school year as defined in Article V A. If a team leader is requested to work during the summer on team related projects, the following will occur: The employment is by mutual consent of the team leader and the administration to both the number of days and the dates of such employment and the team leader will be compensated at the regular CET rate set forth in section F of Article IX of the Agreement. If a team leader is unable to participate in summer work, this opportunity may be offered to another member of the team if administration so desires. All conditions listed in this section will apply to any team member thus employed.

STIPEND UPDATES/CLARIFICATION OF ELEMENTARY LEADER POSITIONS

- A. Elementary Leadership and Support roles
- a. Building Leaders - report to building admin 1 meeting per month (12 positions total) - purpose; school leadership, operations and communication (replaces team leaders)
 - i. Bagnall PK/K, 1-2, 3-4, 5-6 (4 positions)
 - ii. Page PK/K, 1-2, 3-4, 5-6 (4 positions)
 - iii. Sweetsir PK/K, 1-2, (2 positions) - will meet with Donaghue
 - iv. Donaghue 3-4, 5-6 (2 positions) - will meet with Sweetsir

- b. District Curriculum & PD Leaders - report to Assist. Supt. 1 meeting per month (4 positions) purpose: curriculum review, development, PD & communication
 - i. 1 person for PK/K, 1-2, 3-4, 5-6 from any building for a district team
 - ii. Could be same person from building or different
 - iii. Year round appointments for possible summer PD
 - iv. Grant funded from Title IIA
 - v.
- B. Technology Leadership - reports to tech director, develops and implements tech plan, supports educators with tech integration, develops and offers PD - meets 1x month after school - available after school for PD/during the day to support educators tech integration (Eliminates the Tech Specialists position)
 - a. Tech Coordinators - 6 total positions (1 from each school/town plus 1 from any school)
 - b. Year round position - August 1st assignment
 - c. After school PD & possible summer PD
 - d. Grant Funded with Title IIA

NON-COACHING STIPENDS

List of non-coaching stipends can be [found here](#):

 [22-25 Contract Final List of Stipend Non-Coaching positions](#)

Discretionary allowances: Other clubs are at the discretion of the principals during this contract. Discretionary allowance for the Senior High is \$3,100 per year, the discretionary allowance for the Middle School is \$1,500 per year. Discretionary clubs at the Elementary School will be approved by the principal, school council, and staff. The discretionary amount for each of the following: Bagnall, Page, and Donaghue/Sweetsir are \$1,500 per year.

Note: Current discretionary clubs at the High School include Drama Club, Russian Club, German Club, and Spanish Club, Drama Club, Art Club, Pentucket Center for Alternate Energy, Literary Magazine, Renaissance Club and Photo Club. At the Middle School current discretionary clubs include Science Club, Art Club and Shakespeare Club. At the Elementary Schools current discretionary clubs include Elementary Arts Fair, School Newspaper and Multicultural Committee.

All discretionary clubs are to be paid \$350 per club.

Full production plays at the elementary and middle schools may receive the stipend of the Drama Coordinator as determined by the Arts Coordinator.

Extracurricular activities fall into three categories: Coordinator level, Advisor level, Club level. Extracurricular paid positions other than discretionary clubs shall be created on a year to year basis, and their salaries shall be negotiated. All positions shall be filed on a year-to-year basis. The filling of positions is a discretionary action of the Superintendent. The Superintendent will post any vacancy as soon as possible after the vacancy is known.

Recognition is given to the desirability of certain other activities which need sponsorship but which do not qualify for remuneration. With the consent of the Principal of the building, these activities may be carried on informally.

Additional responsibilities during the school year will be paid the following stipend:

Elementary:

Substitute calling up to \$1,000.00

Homework Lab up to \$1,000.00

Middle:

Intramurals up to \$1,000.00
The Webmaster up to \$1,000.00

Educators in the bargaining unit who work during the summer on curriculum projects, which have been approved in advance by the Superintendent, shall be compensated by a stipend for each project. The amount of the stipend will range from \$300.00 to \$1,000.00 as determined by the Superintendent.

APPENDIX C

ATHLETIC COACHES

Coaching positions shall be created on a year-to-year basis and their salaries shall be negotiated. All positions shall therefore be hired on a year-to-year basis. Number of positions and elections to these positions are a discretionary action of the School Committee. Multiple year contracts may be awarded to coaches with the recommendation of the Principal and the approval of the Superintendent. First preference for coaching assignments will be given to educators in the district.

The Superintendent will, if there is a need for the creation of a position, post the vacancy notice reasonably in advance of electing persons to a position.

New coaches may be given one step on the salary schedule for every year of experience as a coach in their particular sport at the interscholastic/intercollegiate level. This experience need not be at Pentucket. Determination of step placement for new coaches will be made by the Superintendent.

In addition to the salaries listed below, any coach whose season is extended by post season play shall be compensated for practices, games and travel at the Intramural rate up to a maximum of \$400.

Coaches may be eligible for merit stipends upon the recommendation of the Athletic Director and principal, and the approval of the Superintendent.

COACHING STIPENDS

List of coaching stipends can be [found here](#):

 22-25 Contract - Coaching Stipends

APPENDIX D

PRSD Educator Induction and Mentoring Program:

Pentucket Regional School District has a firm commitment to the growth and development of all educators, but particularly strives to ensure that new educators and educators new to Pentucket are supported. The Educator Induction and Mentoring Program is a critical portion of our Professional Development for the district.

The regulations define the components of induction programs to include:

1. An orientation program before or at the beginning of the academic year for beginning educators and all other incoming educators (may include those new to the district, school, or role).

2. Assignment of all beginning educators to a trained mentor within the first two weeks of the school year (or, where applicable, date of hire).
3. Assignment of a support team that shall consist of, but not be limited to, the mentor and an administrator qualified to evaluate educators.
4. Providing release time for the mentor and beginning educator to engage in regular classroom observations and other mentoring activities.

Pentucket's program is structured to include the following components that are further described in the document. The induction program is a coherent learning experience that is systematic, purposeful and structured over a sustained period of time with the goal of improving educator practice and student outcomes. It also follows guidance from MA Department of Elementary and Secondary Education for Induction and Mentoring Programs which can be found here <http://www.doe.mass.edu/educators/mentor/guidelines.pdf>

The program includes:

- Program goals.
- Communications strategy for informing the school community about the program (including the cost savings associated with investing in an effective induction program versus hiring new educators), promoting the induction program to recruit potential educators, and sharing information with educator preparation programs.
- Roles and responsibilities of the key participants.
- Orientation and training programs for beginning/incoming educators and mentors.
- Processes for mentor selection and matching.
- Confidentiality policy and hold harmless policy for mentors/mentees to be reassigned.
- Reward and recognition of mentors.
- Evaluation of the effectiveness of the program and a strategy and timeline for making improvements to the program based on the program evaluation.

Program Goals

The goals of the program are:

- Provide new educators and those new to Pentucket with a systematic, purposeful and structured professional learning experience over a sustained period of time with the goal of improving educator practice and student outcomes.
- Establish consistency with expectations for process, protocols and procedures - along with teaching, assessing and learning.
- Provide new educators with experienced professionals for who they can ask questions of, learn from and share concerns.

Communications strategy for informing the school community about the program

The district will annually update the School Committee on the program, changes and stories of success. This update will be shared with the educators across the district.

The Assistant Superintendent will facilitate some of the learning sessions for mentors & mentees, and highlight the program's success during the year to various stakeholders. The Orientation is also a time to celebrate the staff additions to the district with the media.

Roles and responsibilities of the key participants.

Assistant Superintendent -

- Lead the Pentucket Regional School District's Induction Program
- Advocate for funding to support the program
- Assess effectiveness of the program through a cost benefit analysis including educator retention
- Support the need for training, time for mentors and mentees to meet, and other resources necessary
- Collaborate with Mentor Coordinator(s) and Principals to review applications from district staff and approve those qualified
- Model the intrinsic belief that a strong mentoring program will have a significant positive impact on students
- Facilitate some of the learning sessions for mentors & mentees, and highlight the program's success during the year to various stakeholders.
- Facilitate a Book Study (professional book chosen by Administration and/or PD Committee), holding 3 sessions that will be held between October to February.
- Review contact logs before submission to Human Resources for stipend payment
- Act as a liaison with the School Committee
- Complete the DESE District Induction and Mentoring Program survey with the assistance from the Mentor Coordinator(s)

Mentor Coordinator (split for 2) -

- Serve as a liaison between mentor leaders, principals, and assistant superintendent
- Serve as an additional resource for mentors and mentees
- Maintain a list of the active trained and approved mentors to be shared with principals
- Communicate with principals over the summer necessary steps to complete for the launch of the Mentoring Program for a new school year
- Coordinate with principals the mentor/mentee assignments soon after date of hire or within two weeks of the start of the school year
- Participate in the Pentucket Educator Induction Program
- Determine agendas for the beginning of year and end of year mandatory meetings to be shared with mentor leaders
- Meet with mentor leaders as needed through the school year
- Mediate in a confidential manner mentor-mentee pairings if necessary
- Schedule conferences with mentors to resolve conflicts
- Review contact logs of mentors before submission to Assistant Superintendent
- Coordinate with Human Resources which maintains all files relative to the Mentoring Program at the beginning of the year with Mentor/Mentee Assignments and at the end of the year with Mentor Log collection and Stipend Reimbursement
- Assist the Assistant Superintendent with the completion of the state's District Annual Induction and Mentoring Program survey
- Review the Mentor Program periodically for appropriate revisions
- Assist in planning and coordinating ongoing training programs

Building Mentor Leaders (5) -

- Serve as a liaison between mentors, mentees, principals, and other interested parties
- Serve as an additional resource for mentees
- Assist mentors and mentees in locating in-district resources as needed by giving support for organizational and functional issues
- Hold a mandatory beginning of year meeting for mentors

- Hold a mandatory end of the year meeting for mentors and mentees
- Collect and review Mentor logs in May before submitting them to the Mentor Coordinator(s)
- Contact Mentors if they wish to mentor for the next year and let the Mentor Coordinator(s) know of the status
- Mediate in a confidential manner mentor-mentee pairings if necessary
- Assist in planning and scheduling classroom observations with building administration

Principals

- Match mentor and new educator, taking into consideration grade level, subject matter, proximity, and personal style
- Provide mentor/mentee time for planning, observing and conferencing, other than preparation time
- Become knowledgeable about the goals and expectations of the program
- Support and encourage staff members, who have demonstrated mastery of the profession, to apply to the mentoring program
- Inform prospective educators about the w program and requirements during interview process
- Respect the confidentiality of the mentor/mentee relationship
- Sign the confidentiality form with mentor and mentee
- Review applications and make recommendations to the Assistant Superintendent and the Mentor Coordinator(s)
- Serve as a mediator when necessary
- Assign all beginning educators to a trained mentor within the first two weeks of the school year (or, where applicable, date of hire)
- Reassess mentor assignments for educators in Years 2 and 3 and change assignment if necessary

Mentees (new educators/new to PRSD) -

- Participate in and complete the district's orientation program in August and new educator training sessions through the year if new to the district or in Year 1
- Meet regularly with the mentor
- Maintain a contact log containing time spent with all who give guidance, not just the assigned mentor
- Maintain professional respect and confidentiality within the mentoring relationship
- Play an active role in the mentoring relationship by asking questions, seeking help when needed, being open to feedback, sharing teaching strategies, reflecting on personal practice and identifying areas in which to improve
- Participate in classroom observations and engage in reflective conversations
- Become familiar with the district's goals and curriculum and the Massachusetts Curriculum Frameworks relevant to their assignment.
- Sign the confidentiality form with mentor and Principal
- Be willing to ask for help, acknowledge when faced with a challenge, and be open to critique and suggestions.
- Participate in a Book Study by attending 3 sessions during Year 1 between October to February with assigned mentor
- Share contact log with mentor, ensuring that all entries are appropriate

Mentors - Trained

- Participate in and complete the district's mentor training program
- Attend meetings through the year regarding the mentor program
- Maintain a log of meetings with the mentee

- Submit mentor log to building leader when requested throughout the year and at the end of the year for review of payment of stipend
- Hold group meetings when assigned more than one mentee
- Reach out to the Mentor Leader or Mentor Coordinator if issues arise (scheduling meetings with mentee, mentor/mentee conflicts, etc.)
- Participate in the district's on-going assessment of the mentor program
- Ensure a strong start to the year by orientating mentee to the school, district, and community, including but not limited to sharing information related to school and district procedures, guidelines and expectations
- Meet with the mentee at regular times in formal and informal interactions to determine and address his/her needs
- Link mentee to resource materials and personnel (colleagues who can assist, administrative staff, etc.) to give additional support for organizational and functional issues (ex: where to find a certain form, who to call with a question, etc.)
- Give guidance and ideas related to classroom management, scheduling, planning and organizing, and communicating effectively with parents
- Provide support in teaching the district's curriculum and implementing the MA State Curriculum Frameworks.
- Observe and be observed by the mentee, facilitating pre- and post-conferences for each observation
- Sign the confidentiality form with Principal and mentee
- Participate in a Book Study by attending 3 sessions between October to February with assigned mentor if mentoring someone in Year 1

Orientation and training programs for beginning/incoming educators and mentors.

In August, about a week prior to school starting, all new educators to PRSD are expected to join the orientation sessions which are scheduled for 2-3 days. These sessions are co-facilitated by the Assistant Superintendent and the Orientation leaders/mentor Coordinators. This orientation, while different each year, covers the following:

- District and school performance data, including data from DESE's [School and District Profiles](#).
- Presentation of school and district improvement goals as well as curriculum alignment.
- An overview of the [MA Curriculum Frameworks](#).
- An overview of the Standards of Effective Teaching and Inclusive Practices.
- Educator Evaluation system
- An overview of district expectations for staff.
- Introduction to the components of the induction program including the mentor program structure and policies.
- A presentation of district and school information, policies, and procedures.
- An introduction to key district personnel and members of the parents' association and the school council.
- Information on how and where to access school's resources and supplies.
- An introduction to the community (with maps and demographics).
- A tour of the school.

Processes for mentor selection and matching.

Staff may apply to become a mentor. Becoming a mentor requires the completion of mentor training. Those assigned must also have demonstrated mastery of the profession and have the recommendation of their supervising Principal. These educators should hold a Professional Educator License and must have an overall rating on the Ed Eval system of proficient or higher. The Program Coordinators and Assistant Superintendent will review staff applications and accept staff based on a review of these factors.

Building Principals will work with the Program Coordinators and Mentor Building Leaders to assign Mentors to Mentees. This will remain an administrative decision. In year 2 and 3, if a Mentee or Mentor would like to be reassigned, a request to the Program Coordinators or the Building Principal can be made. This request will be kept confidential. While seeking to match mentors and mentees based on similar teaching assignments, PRSD's approach will be to match mentees with experienced staff who can support them with teaching, learning, communication, classroom management and other issues related to their primary function as an educator.

Support for organizational and functional issues (ex: where to find a certain form, who to call with a question, etc.) - should be directed to the Mentors but also the Mentor Building Leaders.

Support for content or curriculum specific questions should be directed to grade level or dept. colleagues, Team Leaders, the Dept. Chair, building leadership, or district leadership.

Reward and recognition of mentors.

The following will be used a structure to pay mentors:

- Mentor Coordinator will be paid \$3151.88 per year (this may be split)
- Mentor Building Leader (5) (15 hour min.) will be paid \$850 per year
- Mentor of Year 1 educator (30 hour min.) will be paid \$1620 per year
- Mentor of Year 2 educator (25 hour min.) will be paid \$1350 per year
- Mentor of Year 3 educator (25 hour min.) will be paid \$1350 per year

The pay structure for mentors will be tiered based on the number of mentees. The goal is to have a 3:1 ratio, but possibly 4:1 if all parties agree. The higher amount will be applied with the higher % rate

- 1st mentee - full amount
- 2nd mentee - 60%
- 3rd mentee - 30%
- 4th mentee - 10%

An example would be a mentor that is supporting two year 1 educators and two year 2 educators would receive the following:

1st mentee = \$1620

2nd mentee = \$972 (60% of \$1620)

3rd mentee = \$405 (30% of \$1350)

4th mentee = \$135.50 (10% of \$1350)

Total = \$3132.50

Evaluation of the effectiveness of the program and a strategy and timeline for making improvements to the program based on the program evaluation.

The Program Coordinators will work with the Assistant Superintendent to complete a bi-annual review of the program. Survey data, educator retention data, and observation will contribute to the review.

Structure of mentoring program

The Assistant Superintendent will oversee the mentoring and induction program. A Program Coordinator (or it may be shared) will facilitate the program and support the mentors and building leaders.

Mentoring a year 1 educator 30 hours (includes 3 Book Study sessions) - *all 1st year educators and those new to the district + 10 hours of Orientation/Induction (1 hour of this required by mentor)*

Mentoring a year 2 educator 25 hours (includes webinar series for 10 hours) - *required for educators new to the profession or any 2nd year staff member who is new to the district may opt to take part or may be requested to take part by their evaluator.*

Mentoring a year 3 educator 25 hours - *required for educators new to the profession or any 3rd year staff who is new to the district may opt to take part or may be requested to take part by their evaluator*

Mentors will be assigned mentees in their building as a priority. They will be assigned up to 3 total mentees but may take on a 4th if mutually agreed upon. They are encouraged to meet in groups on a regular schedule to fulfill the hourly requirements.

Year 1 mentees and mentors will be required to read *Skillful Teaching by RBT* (or another suitable professional book selected by the Administration and/or PD Committee) as part of a Book Study and attend 3 sessions that will be facilitated from October to February. This book will serve as a foundation for instructional expectations for district staff and may serve as a source for discussion and follow up among the mentors and mentees.

Year 2 and 3 mentees will participate in webinars series for which they can discuss with their mentor as hours towards the requirements.

Individual sessions may be needed from time to time as may be requested by either the mentor or the mentee.

Mentors receive PDPs in addition to payment. The PDPs are in alignment with the MA DESE Guidance for job-embedded PDPs that can be applied toward re-licensure.

APPENDIX E

PENTUCKET EDUCATOR EVALUATION and GROWTH SYSTEM

Educator Evaluation and Growth should be a coordinated process, which includes support for clear district, school and individual goals. These collaborative efforts that are aligned make the work purposeful and focused on positive student outcomes.

Improving teaching and learning begins by recognizing the complexity of teaching. Aspects of an Educator's work that are critical to student success can be understood and described in terms of particular standards and indicators of effectiveness. Within this context, an Educator's effectiveness will be assessed and evaluated using a variety of data sources. The intended outcomes of the process are several: To foster continuous self-examination of professional skills; to foster and recognize professional growth; to commend strong professional practices; to provide a rational and reliable basis for making recommendations for the improvement of professional practice and instruction; and to provide a basis for ensuring objectivity and due process in employment decisions.

Consistent with the view that professional growth is accelerated when teams of Educators share and reflect on their professional practice, the establishment of team goals are encouraged, where this is practicable and consistent with the requirements of the regulations.

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; and the Educator Evaluation regulations, 603 CMR 35.00 et seq. 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;
 - ii. To provide a record of facts and assessments for personnel decisions;
 - iii. To ensure that every school committee has a system to enhance the professionalism and accountability of Educators and Administrators that will enable them to assist all students to perform at high levels; and
 - iv. To assure effective teaching and administrative leadership.

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 educator, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

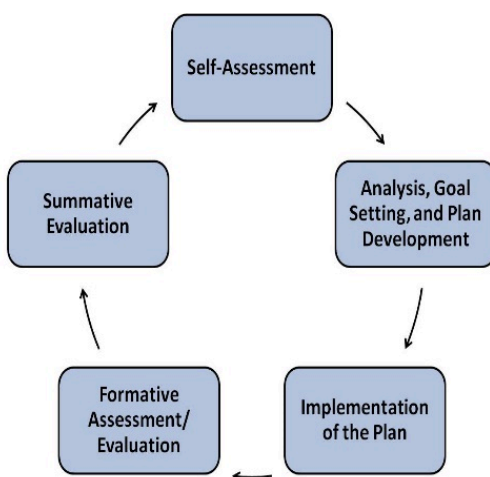
- C. Classroom Educator:** Educators who teach preK-12 whole classes, and Educators of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D. Categories of Evidence:** Multiple measures of 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.
- E. *District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects, and other measures proposed by the Educator.
- F. *Educator(s):** Inclusive term that applies to all classroom educators and caseload educators, 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, overall performance rating, and the rating of impact on student learning, growth and achievement. 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 school 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, with the agreement of the Educator, include activities during the summer preceding the next school year. If the Educator does not agree then the summer work will not be included in the improvement plan and the failure to agree to such summer work will not be held against the Educator.
- H. *ESE:** 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 the Superintendent who has 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 Evaluator at any one time responsible for determining performance ratings.

- i. **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 as determined by the District Administration. The Principals of each building in which the Educator serves may observe and contribute but the primary evaluator will determine final ratings. When in question, the Superintendent will determine who the primary Evaluator will be.
- ii. **Notification:** The Educator shall be notified in writing of their Evaluator at the outset of each new evaluation cycle, but no later than September 15 of such year. 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.

The intent of the evaluation is to promote Educator professional growth. It is structured to be an ongoing cycle that is collaborative and relying on feedback, personal insight and a professional expectation to improve student outcomes.



- L. ***Experienced Educator:** An Educator with Professional Teacher Status (PTS).
- M. ***Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- N. ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O. ***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, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P. ***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 a team of Educators, departments, or other groups of Educators who have the same role. Team goals can be developed by District, grade level or subject area teams.

- Q. *Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R. New Assignment:** A first time assignment in a new licensure area.
- S. *Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work.
- An announced observation should include prior notice between Evaluator and Educator, and should be at least 15 minutes in length.
 - An unannounced may occur any time and must be at least 10 minutes in length.

All observations will be done openly and with knowledge of the Educator. An observation shall occur in person. In the event that schools or an Educator are operating remotely, only announced observations will be conducted. No video or audio recording shall be permitted unless requested by the educator. Photographs of artifacts may be permitted as they relate to the lesson or instruction. No photographs of the Educator may be used. Evaluators may make discrete hard copy or electronic notes, talk with students, view student work and materials and use informal checklists and data collection tools during observations. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols, set forth at Section 11.

Normal responsibilities of department chairs, building and district administrators will also cause such chairs or administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these 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 Association and the Committee are the Parties to this Agreement.
- U. *Performance Rating:** Describes the Educator's performance on each performance standard, and overall. There shall be four performance ratings:
- 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 for other Educators on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard, or overall. Proficient practice is understood to be fully satisfactory.
 - 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.
 - 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 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 progress towards 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. Progress towards Professional Practice Goal(s)
 - vi. Progress towards 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. **Self Assessment:** An assessment of the Educator's performance as completed by the Educator.
- AA. ***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 progress towards goals set forth in the Educator's Plan.
- BB. ***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.
- CC. ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Educators may include, for example, classroom educators, librarians, guidance counselors, or school nurses.

DD. *Trends in student learning: At least two years of data from the district determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

3. Evidence Used In Evaluation

The following categories of evidence may be used in evaluating each Educator:

- A.** Judgments based on Observations and artifacts of practice including:
 - i.** Unannounced observations of practice.
 - ii.** Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Directed Growth Plans, Improvement Plans, and as determined by the Evaluator.
 - iii.** Examination of Educator work products.
 - iv.** Examination of student work samples.
- B.** Evidence relevant to one or more Performance Standards, including but not limited to:
 - i.** Evidence compiled and presented by the Educator, including:
 - a.** Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - b.** Evidence of active outreach for two-way engagement with families;
 - ii.** Evidence of progress towards professional practice goal(s);
 - iii.** Evidence of progress toward student learning outcomes goal(s).
 - iv.** Student and Staff Feedback – see # 23-24, 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 agreed upon Rubrics are attached to this Agreement as Appendix A.

5. Evaluation Cycle: Training

Annually, a review of the evaluation cycle and process will be offered to all professional staff by the Superintendent or designee by October 1st. By October 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the Superintendent or Principal. Any Educator hired after the start of school, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within four weeks of the date of hire. The

Superintendent shall work with the Association to determine the most effective means to provide this training.

6. Evaluation Cycle: Annual Orientation

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:

- A.** Provide an overview of the evaluation process, including goal setting and the Educator plans.
- B.** Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- C.** The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded.
- D.** Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.

7. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

- i.** The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1 or within four weeks of the start of their employment at the school.
- ii.** The self-assessment includes:
 - a.** An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - b.** An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - c.** Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed 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 should consider feedback from prior evaluations and observations to incorporate into goals. Educators should also consider student performance results with a focus on underperforming subgroups. 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 will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment) 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 District, grade level or subject area 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.
- 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, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. Evaluators and Educators may consider shared District, grade level or subject area goals. The Evaluator retains authority over goals to be included in an Educator's plan.
- 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. 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 District, 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 in a new assignment:
 - i.** The Educator shall have at least one (1) announced observation during the school year using the protocol described in section 11B, below.
 - ii.** The Educator shall have at least one (1) 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 two (2) 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 (1) unannounced observation during the self-directed two-year evaluation cycle.
- B.** The Educator who is on a Directed Growth Plan must be observed according to the Directed Growth Plan during the period of Plan which must include at least one (1) unannounced observations, and one (1) announced observation.
- C.** The Educator who is on an Improvement Plan must be observed according to the Improvement Plan which must include both unannounced and announced observations. 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 less than one (1) announced and four (4) unannounced observations. For Improvement Plans of six months or fewer, there must be no less than one (1) announced and two (2) unannounced observations.

11. Observations

The Evaluator's first observation of the Non-PTS Educator or the PTS Educator on a One Year Directed Growth Plan should take place by November 25th. For the PTS Educator on a Two Year Plan, the first observation may take place at a later time. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date for Educators who might potentially benefit from additional observations.

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

A. Unannounced Observations

All unannounced observations shall be conducted according to the following:

- i.** Unannounced observations may be in the form of partial or full-period classroom visitations, or any other means deemed useful by the Evaluator, for no less than 10 minutes.
- ii.** The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, electronically, placed in a sealed envelope in the Educator's mailbox, or mailed to the Educator's home.
- iii.** The Evaluator must meet with the educator in person within 5 days to review observations, listen to the Educator provide context and reflection on the observation, and consider the dialogue when providing written feedback. Such review meetings may be short (5 minutes) or longer if more dialogue is required.
- iv.** Any observation or series of observations resulting in one or more standards that may be judged to be unsatisfactory or needs improvement for the first time at the end of the school year, must be followed by at least one observation of at least 30 minutes in duration within 60 school days. Written feedback provided to the Educator will include the issues to be addressed, and an invitation to meet with the Evaluator to discuss improvement.

B. Announced Observations

- i.** All non-PTS Educators in their first year in the school, PTS Educators on Directed Growth Plans, Improvement Plans and other Educators at the discretion of the Evaluator shall have at least one Announced Observation.
 - a.** The Evaluator shall coordinate with the Educator the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be at least fifteen (15) minutes in duration.
 - b.** Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. In the meeting, the Educator may inform the Evaluator of the nature of the lesson, objectives, the student population served, and any other information that will assist the Evaluator to assess performance. 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 practicable.
 - c.** 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.
 - d.** 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:

- 1st** Describe the basis for the Evaluator's judgment.

- 2nd** Describe actions the Educator should take to improve their performance.
- 3rd** Identify support and/or resources the Educator may use in their improvement.
- 4th** State that the Educator is responsible for addressing the need for improvement.

12. Evaluation Cycle: Formative Assessment for Educators on a One-year Plan

- 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 unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B.** Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-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, performance on Performance Standards and overall, or both.
- D.** On the date established in the timeline table below, the Educator shall provide to the Evaluator evidence and artifacts 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.** The Evaluator and the Educator will meet before the completion of the Formative Assessment Report to review the artifacts and Assessment Report.
- F.** The Evaluator shall complete the Formative Assessment report by the date in the agreed upon timeline table below (for a one-year plan) and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email, electronically, in a sealed envelope to the Educator’s school mailbox or to the Educator’s home.
- G.** The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report. The Educator’s reply shall be attached to the report.
- H.** The Educator shall sign the Formative Assessment report within 10 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 advise that changes be made to the action steps in the Educator Plan.
- J.** If the Evaluator provides the Educator with feedback that indicates a performance that would be less than Proficient or continued performance without improvement may result in a Final Rating that differs from the last summative rating the Educator received (does

not apply to first year educators), the Evaluator may place the Educator on a different Educator Plan.

- K. A copy of the signed final Formative Evaluation report may be filed in the Educator's personnel file.

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 no later than June 1 of the first year of the two year cycle or by the date established in the timeline table below. 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 their progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C. No later than the date agreed upon in the timeline table below of the first year, 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 by June 1st of the first year of the two year cycle or by the date agreed upon in the timeline table below and delivered face-to-face, by email, electronically, in a sealed envelope to the Educator's school mailbox or to the Educator's home.
- E. The Evaluator and the Educator will meet before the completion of the Formative Assessment Report to review the artifacts and Assessment Report.
- F. The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.
- G. The Educator shall sign the Formative Evaluation report within 10 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 Assessment Report, the Evaluator may advise that changes be made to the action steps 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.
- J. A copy of the signed final Formative Evaluation report shall be filed in the Educator's personnel file.

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 the agreed upon date at the end of the year in the timelines table below.
- 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 Evaluator shall determine the overall summative rating that the Educator receives.
- D. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- E. For Professional Status Teachers, 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.
- F. For Non - Professional Status Teachers, to be rated proficient overall, the Educator must have been rated proficient on all four standards.
- G. No later than the spring date agreed upon in the timeline table below, 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, electronically, in a sealed envelope to the Educator’s school mailbox or to the Educator’s home no later than the agreed upon spring date in the timeline table below.
- K. The Evaluator and the Educator will meet before the completion of the Summative Evaluation Report to review the artifacts and Evaluation Report.
- 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 15. 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 of 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 and 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.
- C. It is the Educator’s responsibility to make progress towards goals in the Plan, complete the stated actions, 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 Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

18. Educator Plans: Directed Growth Plan

- A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement or unsatisfactory.
- 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 May 15th.
- 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 school 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, with the agreement of the Educator, include activities that occur during the summer before the next school year begins. If the Educator does not agree then the summer work will not be included in the improvement plan and the failure to agree to such summer work will not be held against the Educator.
- 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 an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- 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 Association attend the meeting(s).
 - iii.** If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G.** The Improvement Plan shall:
 - i.** Define the improvement goals directly related to the performance standard(s), indicator(s), element(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;

20. Timelines

The Parties will meet annually on or before June 30 to establish the timelines for the following school year. Absent agreement, the timelines shall be as set forth below. If a date falls on a non-school day, the due date will be the next school day.

A. Educators on One Year Plans (Non-PTS and Directed Growth Plans)

Activity:	Completed By:
<p>Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process</p> <p>Educators receive written notification of the name of the Evaluator</p>	September 15th
<p>Evaluator meets with first-year Educators to assist in self-assessment and goal setting process</p> <p>Educator submits self-assessment and proposed goals</p>	October 1st
<p>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)</p>	October 15th
<p>Evaluator/Educator completes Educator Plans</p>	November 1st
<p>Evaluator should complete first observation of Non PTS Educator</p>	November 25th
<p>Educator submits evidence to Evaluator for Formative Assessment</p> <p><i>*or four weeks before Formative Assessment Report date established by Evaluator</i></p>	January 11th
<p>Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans</p>	February 5th
<p>Evaluator holds Formative Assessment Meetings</p>	February 12th or no later than the start of February break
<p>Educator submits evidence and artifacts on standards 3, 4 and progress on goals (and on other standards if desired) to Evaluator for Summative Evaluation Report</p>	April 16th or no later than the start of April break

Evaluator meets with Educators to review Summative Evaluation	May 15th
Evaluator completes Summative Evaluation Report	May 15th
Educator signs Summative Evaluation Report and adds response, if any, within 10 school days of receipt	June 1st

B. Educators with PTS on Two Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process Educators receive written notification of the name of the Evaluator	September 15th
Evaluator meets with Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1st
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 15th
Evaluator/Educator completes Educator Plans	November 1st
Evaluator completes unannounced observation(s)	Distributed across the 2-year evaluation cycle
Educator submits evidence and artifacts on standards 3, 4 and progress on goals (and on other standards if desired) to Evaluator for End of Year Evaluation Report	May 10th
Evaluator completes and delivers Summative or Formative Evaluation Report to the Educator	June 1
Evaluator conducts Summative or Formative Evaluation Meeting	June 1
Evaluator and Educator sign Summative or Formative Evaluation Report	June 15

C. 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 educator leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the prior year.

26. General Provisions

- A.** Only Educators who are licensed may serve as Evaluators of Educators.
- B.** The superintendent shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- C.** 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. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- 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.** If an Educator has a serious disagreement about their overall performance rating, they may request a change in Evaluator for the following school year with the discretion of the Superintendent.
- F.** It is the Educator's responsibility to maintain and store Evaluator artifacts and evidence.
- G.** Educators will have the right, upon request, to review and make copies (at their own expense) of the contents of their personnel files including Evaluation documents (with the exception of pre-employment references). The educator may be accompanied by an Association representative during any such review.
- H.** Violations of this article are subject to the grievance and arbitration procedures.

Appendix A

Educator Rubric - <https://www.doe.mass.edu/eeval/rubrics/>

- Classroom General Education Teachers
- Elective Subject Teachers
- Special Education Teachers (most)
- Specialists subjects (PE, Art, Music, etc.)
- Other educators who would best be measured by this rubric

Specialized Instructional Support Personnel Rubric -

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

- Adjustment and Guidance Counselors
- Nurses
- Occupational Therapists
- Physical Therapists
- School Psychologists
- Speech and Language Pathologists
- Selected Special Education Teachers with unique roles
- Other educators who would best be measured by this rubric

An Evaluator and Educator may determine which rubric is most appropriate for a given position in a given year.

To support the implementation of the rubrics above, the educator and evaluator may consult the Guides to Role-Specific Indicators & Alternative Resources on the MA DESE website

<https://www.doe.mass.edu/eeval/rubrics/>

Forms

Pentucket Educators and Evaluators will use the forms listed below for consistent documentation of the evaluation process. These forms can be found on the PRSD Educator Evaluation website.

<https://sites.google.com/prsd.org/pentucketevaluation/home>

- 1) Self Reflection
- 2) Goal Setting
- 3) Educator Action Plan
- 4) Formative Assessment (1 year plan - mid year)
- 5) Formative /Summative Evaluation (End of year)
- 6) Artifact/Evidence Cover Page

Massachusetts Model System for Educator Evaluation

CLASSROOM TEACHER RUBRIC

August 2018



75 Pleasant Street, Malden, MA02148-4906
Phone 781-338-3000 TTY: N.E.T. Relay 800-439-2370
[Massachusetts Department of Elementary and Secondary Education \(DESE\)](#)

Classroom Teacher Rubric

Rubrics – defined in the regulations as “scoring tool[s] that describe characteristics of practice or artifacts at different levels of performance” ([603 CMR 35.02](#)) – are a critical component of the Massachusetts educator evaluation framework and are required for every educator. Rubrics are designed to help educators and evaluators (1) develop a consistent, shared understanding of what proficient performance looks like in practice, (2) develop a common terminology and structure to organize evidence, and (3) make informed professional judgments about formative and summative performance ratings on each Standard and overall.

Structure of the Teacher Rubric

- **Standards:** Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for teachers: *Curriculum, Planning, and Assessment*; *Teaching All Students*; *Family and Community Engagement*; and *Professional Culture*.
- **Indicators:** Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are three Indicators in Standard I of the teacher rubric: *Curriculum and Planning*; *Assessment*; and *Analysis*. There are 17 Indicators in total for teachers.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.
- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of performance in one of four categories: *Unsatisfactory*, *Needs Improvement*, *Proficient*, or *Exemplary*.

Use of the Teacher Rubric

This rubric describes teaching practice. It is intended to support the entire 5 step evaluation cycle for all teachers, including teachers of whole classrooms, small groups, individual students, or any combination of the above. The rubric is designed to be applicable to general education teachers from pre-K through Advanced Placement, as well as teachers with specialized classes or knowledge, including teachers of English Language Learners, and special education teachers; districts may also choose to use this rubric for educators in other roles such as specialists. DESE encourages educators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and elements that may be high priorities according to that educator’s role and responsibilities as well as his/her professional practice and student learning needs. There are a variety of ways to emphasize these components throughout the evaluation cycle. For example, educators may focus more on high priority Indicators and/or elements during self-assessment, target them during goal setting or evidence collection, or all of the above. The expectation is that by the end of the evaluation cycle, educators and evaluators have gathered and shared a reasonable amount of evidence related to practice in all four Standards, sufficient to support a rating for each Standard. Evaluators may request additional evidence as needed.



Classroom Teacher Rubric

STANDARD I: Curriculum, Planning, and Assessment	STANDARD II: Teaching All Students	STANDARD III: Family and Community Engagement	STANDARD IV: Professional Culture
<p>A. Curriculum and Planning Indicator</p> <ol style="list-style-type: none"> 1. Subject Matter Knowledge 2. Child and Adolescent Development 3. Well-Structured Units and Lessons <p>B. Assessment Indicator</p> <ol style="list-style-type: none"> 1. Variety of Assessment Methods 2. Adjustments to Practice <p>C. Analysis Indicator</p> <ol style="list-style-type: none"> 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students 	<p>A. Instruction Indicator</p> <ol style="list-style-type: none"> 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs <p>B. Learning Environment Indicator</p> <ol style="list-style-type: none"> 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation <p>C. Student Learning Indicator</p> <p>D. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> 1. Creates and Maintains a Respectful Environment <p>E. Expectations Indicator</p> <ol style="list-style-type: none"> 1. High Expectations 2. Access to Knowledge 	<p>A. Engagement Indicator</p> <ol style="list-style-type: none"> 1. Family Engagement <p>B. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Learning Expectations 2. Curriculum Support <p>C. Communication Indicator</p> <ol style="list-style-type: none"> 1. Culturally Proficient Communication 	<p>A. Reflection Indicator</p> <ol style="list-style-type: none"> 1. Reflective Practice 2. Goal Setting <p>B. Professional Growth Indicator</p> <ol style="list-style-type: none"> 1. Professional Learning and Growth <p>C. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Professional Collaboration <p>D. Decision-Making Indicator</p> <ol style="list-style-type: none"> 1. Decision-making <p>E. Shared Responsibility Indicator</p> <ol style="list-style-type: none"> 1. Shared Responsibility <p>F. Professional Responsibilities Indicator</p> <ol style="list-style-type: none"> 1. Judgment 2. Reliability and Responsibility



Classroom Teacher Rubric

STANDARD I: Curriculum, Planning, and Assessment

The teacher promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.

Indicator I-A. Curriculum & Planning

Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary ¹
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or subject-specific skills and vocabulary.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences that enable them to acquire complex knowledge and subject-specific skills and vocabulary.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and subject-specific skills and vocabulary, such that they are able to make and assess evidence-based claims and arguments.	Demonstrates expertise in subject matter and the pedagogy it requires by consistently engaging all students in learning experiences that enable them to acquire, synthesize, and apply complex knowledge and subject-specific skills and vocabulary, such that they are able to make and assess evidence-based claims and arguments. Models this practice for others.

¹Exemplary practice in many elements includes the expectation that an educator model the practice for other educators. Modeling can occur in formal and informal ways, including but not limited to training, teaching, coaching, assisting, sharing, and/or demonstrating good practice. Where and when this expectation is appropriate, this level of expertise is denoted by "Models this practice for others."



Classroom Teacher Rubric

Indicator I-A. Curriculum & Planning

Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary ¹
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students in this grade or subject, or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students in this grade or subject, but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to exercise self-management, make responsible decisions, and move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in this grade or subject and the different ways they learn by providing differentiated learning experiences that enable all students to exercise self-management, make responsible decisions, and progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of students in this grade or subject and uses this knowledge to differentiate and expand learning experiences that enable their own students to exercise self-management, make responsible decisions, and make significant progress toward meeting intended outcomes. Models this practice for others.
I-A-3. Well-Structured Units and Lessons	Delivers individual lessons rather than units of instruction; constructs units of instruction that are not aligned with state standards/ local curricula; and/or designs lessons that lack measurable outcomes, fail to include appropriate student engagement strategies, and/or include tasks that mostly rely on lower level thinking skills.	Implements lessons and units of instruction to address some knowledge and skills defined in state standards/local curricula with some elements of appropriate student engagement strategies, but some student outcomes are poorly defined and/or tasks are not challenging.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that students are able to learn the knowledge and skills defined in state standards/local curricula.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that all students are able to learn and apply in authentic contexts the knowledge and skills defined in state standards/local curricula. Models this practice for others.



Classroom Teacher Rubric

Indicator I-B. Assessment

Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers only the assessments required by the school and/or measures only point-in-time student achievement.	May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.	Uses a variety of informal and formal assessments methods, including common interim assessments, to measure students' learning, growth, and progress toward achieving state/local standards.	Designs and administers a comprehensive system of informal and formal assessments, including common interim assessments and ongoing progress monitoring methods, to measure each student's learning, growth, and progress toward achieving state/local standards. Models this practice for others.
I-B-2. Adjustments to Practice	Makes few adjustments to practice based on formal and informal assessments.	May analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.	Analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement differentiated interventions and enhancements for students.	Regularly organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice in real-time and in upcoming lessons or units by (a) identifying and/or implementing appropriate differentiated interventions and enhancements for all students, and (b) making appropriate modifications to lessons and units. Models this practice for others.



Classroom Teacher Rubric

Indicator I-C. Analysis

Analyzes data from assessments, draws conclusions, and shares them appropriately.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	Draws appropriate conclusions from a thorough analysis of a wide range of assessment data to inform instructional decisions and improve student learning.	Draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data to inform short- and long-term instructional decisions that improve learning for all students. Models this practice for others.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback.	Only occasionally shares with colleagues conclusions about student progress and/or only occasionally seeks feedback from them about practices that will support improved student learning.	Regularly shares with appropriate colleagues (e.g., general education, special education, and English learner staff) conclusions about student progress and seeks feedback from them about instructional or assessment practices that will support improved student learning.	Proactively and regularly shares conclusions and insights about student progress with all appropriate colleagues. Seeks and applies feedback from them about instructional and assessment practices that will support improved student learning.
I-C-3. Sharing Conclusions With Students	Provides little or no feedback to students about their performance except through grades or report of task completion, or provides inappropriate feedback that does not support students to improve their performance.	Provides some feedback to students about performance beyond grades but rarely shares strategies or solicits feedback from students on how to improve their performance toward objectives.	Based on assessment data, provides descriptive feedback to students, engages them in constructive conversation, and seeks feedback that focuses on how students can improve their performance.	Establishes regular feedback loops with students that support constructive conversation about student performance, progress, and improvements based on assessment data. Models this practice for others.



Classroom Teacher Rubric

STANDARD II: Teaching All Students

The teacher promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.

Indicator II-A. Instruction

Uses instructional practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations around quality of work and effort and/or offers few supports for students to produce quality work or effort.	May state high expectations for quality and effort, but provides few exemplars and rubrics, limited guided practice, and/or few other supports to help students know what is expected of them; may establish inappropriately low expectations for quality and effort.	Consistently defines high expectations for the quality of student work and the perseverance and effort required to produce it; often provides exemplars, rubrics, and guided practice.	Consistently demonstrates high expectations for the quality of student work and the perseverance and effort required to produce it; supports students to set high expectations for themselves and for each other to produce high-quality work. Models this practice for others.
II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and/or passive participants in the content of the lesson.	Uses instructional practices that motivate and engage some students in the content of the lesson, but leave others uninvolved and/or passive participants.	Consistently uses instructional practices that are likely to motivate and engage most students in the content of the lesson.	Consistently uses instructional practices that motivate and engage all students in the content of the lesson and independent work. Models this practice for others.



Classroom Teacher Rubric

Indicator II-A. Instruction

Uses instructional practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate inclusive practices to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate inclusive practices, such as tiered supports and scaffolded instruction, to accommodate differences in students' learning needs, abilities, interests, and levels of readiness, including those of academically advanced students, students with disabilities, and English learners.	Uses a variety of appropriate inclusive practices, such as tiered supports and scaffolded instruction, to address specific differences in individual students' learning needs, abilities, interests, and levels of readiness, creating structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Models this practice for others.

Indicator II-B. Learning Environment

Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Models this practice for others.



Classroom Teacher Rubric

Indicator II-B. Learning Environment

Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-2. Collaborative Learning Environment	Makes little effort to teach relationship and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some relationship and communication skills by providing some opportunities for students to work in groups and facilitating meaningful discourse.	Develops students' relationship and communication skills by providing opportunities for students to learn in groups with diverse peers and facilitating meaningful academic discourse.	Develops and reinforces students' relationship and communication skills by providing opportunities for students to learn in groups with diverse peers and facilitating meaningful academic discourse, such that students regularly seek out their peers as resources. Models this practice for others.
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Creates some learning experiences that guide students to identify needs, ask for support, problem-solve, and challenge themselves to take academic risks.	Regularly creates learning experiences that guide students to identify their strengths, interests, and needs; problem-solve; ask for support when appropriate; take academic risks; and challenge themselves to learn.	Consistently supports all students to identify strengths, interests, and needs; set and pursue learning goals; ask for support when appropriate; take academic risks; problem-solve; challenge themselves; and monitor their own progress. Models this practice for others.



Classroom Teacher Rubric

Indicator II-C. Student Learning

Demonstrates expected impact on student learning based on multiple measures of student learning, growth, and achievement. For teachers who are responsible for direct instruction, these measures must include student progress on common assessments and, where available, statewide student growth measures.

The model rubrics describe *educator practice* and provide clear criteria across four performance levels that focus on the educator’s actions and behaviors.

The Student Learning Indicator is about the *impact of those actions relative to student learning*. Did students learn as much as educators set out to teach?

For teachers, evidence of impact on student learning based on multiple measures of student learning, growth, and achievement must be taken into account by the evaluator when determining a performance rating for Standard II. Because evaluators are not required to make a rating determination for any individual Indicator, this allows them to consider evidence of impact alongside evidence of practice when determining a rating for Standard II. **There are no associated elements or performance descriptors for the Student Learning Indicator.**

Evaluators and educators should identify the most appropriate assessments of student learning and anticipated student learning gains associated with those measures when developing the Educator Plan.

Indicator II-D. Cultural Proficiency

Actively creates and maintains an environment in which students’ diverse backgrounds, identities, strengths, and challenges are respected.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Creates and Maintains a Respectful Environment	Establishes an environment in which students demonstrate limited respect for individual differences, and fails to identify and/or responds in inappropriate ways when conflicts arise.	Establishes an environment in which students generally demonstrate respect for individual differences; anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Establishes an environment in which students demonstrate respect for and affirm their own (self-awareness) and others’ (social awareness) differences related to background, identity, language, strengths, and challenges, and responds appropriately if/when conflicts or misunderstandings arise related to such differences.	Establishes an environment in which students respect and affirm their own (self-awareness) and others’ (social awareness) differences and are supported to share, explore, and initiate dialogue about differences and similarities related to background, identity, language, strengths, and challenges. Responds appropriately if/when conflicts or misunderstandings arise related to such differences. Models this practice for others.



Classroom Teacher Rubric

Indicator II-E. Expectations

Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-E-1. High Expectations	Does not communicate specific academic and behavior expectations to students, and gives up on some students or communicates that some cannot master challenging material.	Occasionally communicates expectations for student work, effort, and behavior in the classroom, but inconsistently enforces these expectations and/or does little to counteract student misconceptions about innate ability.	Clearly communicates high standards for student work, effort, and behavior, and consistently reinforces the expectation that all students can meet these standards through effective effort, rather than innate ability.	Effectively communicates high standards for student work, effort, and behavior such that students take ownership of meeting them; models and reinforces ways that students can master challenging material through effective effort, and successfully challenges misconceptions about innate ability. Models this practice for others.
II-E-2. Access to Knowledge	Rarely adapts instruction, materials, and assessments to make challenging material accessible to all students.	Occasionally adapts instruction, materials, and assessments to make challenging material accessible to all students.	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities; models approaches that lead students to access knowledge on their own as well. Models this practice for others.



Classroom Teacher Rubric

STANDARD III: Family and Community Engagement

The teacher promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.

Indicator III-A. Engagement

Welcomes and encourages every family to become active participants in the classroom and school community.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	Uses a variety of culturally responsive practices and communication strategies to support every family to participate actively and appropriately in the classroom and/or school community.	Engages all families using a variety of culturally responsive practices and communication strategies that result in increased and/or more meaningful participation in the classroom and/or school community. Models this practice for others.

Indicator III-B. Collaboration

Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform families about learning or behavior expectations.	Sends home only a list of classroom rules and the learning outline or syllabus for the year.	Consistently provides families with clear, user-friendly expectations for student learning and behavior.	Successfully communicates to families student learning and behavior expectations and their purposes, such that they can be readily reinforced at home. Models this practice for others.



Classroom Teacher Rubric

Indicator III-B. Collaboration

Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-2. Curriculum Support	Rarely, if ever, communicates with families on ways to support children at home or at school.	Sends home occasional suggestions on how families can support children at home or at school.	Regularly updates families on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	Regularly updates families on curriculum throughout the year, and prompts most families to use one or more suggested strategies for supporting learning at school and home. Consistently seeks out feedback and evidence of impact. Models this practice for others.

Indicator III-C. Communication

Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Culturally Proficient Communication	Communicates with or responds to families only through report cards, and/or communicates with families inappropriately or disrespectfully; makes no effort to understand different home languages, cultures, and values.	Relies primarily on newsletters and other one-way media to communicate with families; usually responds promptly and respectfully to communications from families, but demonstrates inconsistent or little understanding of different home languages, cultures, and values.	Regularly communicates with families about student learning and performance, and invites and responds promptly to communications from families while demonstrating understanding of and respect for different home languages, cultures, and values.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student learning and performance, while demonstrating understanding of and appreciation for different families' home language, culture, and values. Models this practice for others.



Classroom Teacher Rubric

STANDARD IV: Professional Culture

The teacher promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.

Indicator IV-A. Reflection

Demonstrates the capacity to reflect on and improve the educator’s own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students by oneself, but not with colleagues, and/or rarely uses insights to improve practice.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; uses and shares back with colleagues insights gained to improve practice and student learning.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	Proposes and monitors challenging, measurable professional practice and student learning goals that are based on thorough self-assessment and analysis of student learning data.	Individually and with colleagues proposes and monitors challenging, measurable goals that are based on thorough self-assessment and analysis of student learning data, and that elevate educator practice as well as student learning. Models this practice for others.



Classroom Teacher Rubric

Indicator IV-B. Professional Growth

Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instructional and leadership responsibilities.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources in a way that builds expertise of self and other educators, and improves student learning; assumes different instructional and leadership responsibilities.

Indicator IV-C. Collaboration

Collaborates effectively with colleagues on a wide range of tasks.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues on a wide range of tasks such as implementing standards-based units and well-structured lessons, examining student work, analyzing student performance, and planning appropriate interventions.	Effectively leads peer collaboration in areas such as implementing standards-based units and well-structured lessons, examining student work, analyzing student performance, and planning appropriate intervention.



Classroom Teacher Rubric

Indicator IV-D. Decision-Making

Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level that are critical to school improvement efforts.

Indicator IV-E. Shared Responsibility

Shares responsibility for the performance of all students within the school.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues, develops strategies and actions that contribute to the learning and productive behavior of all students at the school, within and beyond the classroom.



Classroom Teacher Rubric

Indicator IV-F. Professional Responsibilities

Is ethical and reliable, and meets routine responsibilities consistently.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor professional judgment, fails to adhere to the school or district code of ethics, and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable professional judgment or insufficient knowledge of the school or district's existing code of ethics, and/or inadvertently shares confidential information.	Demonstrates sound, professional judgment, adheres to the school or district's existing code of ethics, and protects student confidentiality appropriately.	Models sound, professional judgment, adheres to the school or district's existing code of ethics, and protects student confidentiality appropriately.
IV-F-2. Reliability & Responsibility	Frequently fails to meet routine responsibilities, professional deadlines/assignments; and/or regularly fails to adhere to district attendance policies.	Meets most routine responsibilities but occasionally misses professional deadlines/assignments; and/or inconsistently adheres to district attendance policies.	Consistently fulfills all professional responsibilities; is punctual and reliable; and adheres to district attendance policies.	Consistently fulfills all professional responsibilities to high standards. Models this practice for others, including students.





Massachusetts Model System for Educator Evaluation

Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher

Appendix D. Specialized Instructional Support Personnel Rubric

March 2012

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Guide to Specialized Instructional Support Personnel (SISP) Rubric

Rubrics – defined in the regulations as “scoring tool[s] that describe characteristics of practice or artifacts at different levels of performance” ([603 CMR 35.02](#)) – are a critical component of the Massachusetts educator evaluation framework and are required for every educator. Rubrics are designed to help educators and evaluators (1) develop a consistent, shared understanding of what proficient performance looks like in practice, (2) develop a common terminology and structure to organize evidence, and (3) make informed professional judgments about formative and summative performance ratings on each Standard and overall. This appendix contains the ESE Model “SISP” Rubric.

Structure of the Specialized Instructional Support Personnel (SISP) Rubric

- **Standards:** Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for teachers: *Curriculum, Planning, and Assessment*; *Teaching All Students*; *Family and Community Engagement*; and *Professional Culture*.
- **Indicators:** Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are three Indicators in Standard I of the SISP rubric: *Curriculum and Planning*; *Assessment*; and *Analysis*.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.
- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: *Unsatisfactory*, *Needs Improvement*, *Proficient*, or *Exemplary*.

Use of the Specialized Instructional Support Personnel (SISP) Rubric

This rubric describes practice that is common across educators in professional support roles such as school counselors, school psychologists, school nurses, and others defined in the recognition clause of the appropriate collective bargaining agreement. It is intended to be used throughout the 5 step evaluation cycle for educators who provide direct services such as education, therapy, counseling, assessment, and diagnosis to a caseload of students, as well as educators who may provide indirect support to students through consultation to and collaboration with teachers, administrators, and other colleagues.

The roles and responsibilities of educators to whom this rubric will be applied will vary. ESE encourages educators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and Elements that should be high priorities according to that educator’s role and responsibilities as well as his/her professional practice and student learning needs. There are a variety of ways to emphasize these components throughout the evaluation cycle. For example, high priority Indicators and/or elements can be analyzed in greater depth during self-assessment, targeted during goal setting, a focus for more comprehensive evidence collection, or all of the above. However, the expectation is that by the end of the evaluation cycle, educators and evaluators have gathered and shared a reasonable amount of evidence on every Indicator to support a rating for each Standard.



Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
A. Curriculum and Planning Indicator 1. Professional Knowledge 2. Child and Adolescent Development 3. Plan Development 4. Well-Structured Lessons B. Assessment Indicator 1. Variety of Assessment Methods 2. Adjustments to Practice C. Analysis Indicator 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students and Families	A. Instruction Indicator 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs B. Learning Environment Indicator 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation C. Cultural Proficiency Indicator 1. Respects Differences 2. Maintains Respectful Environment D. Expectations Indicator 1. Clear Expectations 2. High Expectations 3. Access to Knowledge	A. Engagement Indicator 1. Parent/Family Engagement B. Collaboration Indicator 1. Learning Expectations 2. Student Support C. Communication Indicator 1. Two-Way Communication 2. Culturally Proficient Communication	A. Reflection Indicator 1. Reflective Practice 2. Goal Setting B. Professional Growth Indicator 1. Professional Learning and Growth C. Collaboration Indicator 1. Professional Collaboration 2. Consultation D. Decision-Making Indicator 1. Decision-making E. Shared Responsibility Indicator 1. Shared Responsibility F. Professional Responsibilities Indicator 1. Judgment 2. Reliability and Responsibility

Note: The SISP rubric is designed to have close alignment with the teacher rubric to emphasize commonalities across educators. Please see Appendix E addressing "Role-Specific Indicators" for additional guidance and samples of how to strategically supplement this rubric to further differentiate by role.

How to reference parts of the rubric:

Indicator terminology: under the "Teaching All Students" Standard (II), the "Instruction Indicator" (A) can be referred to as *Indicator II-A*

Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as *Element II-A-2*



Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Standard I: Curriculum, Planning, and Assessment. *promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

Indicator I-A. Curriculum and Planning: Has strong knowledge specific to subject matter and/or professional responsibility, has a good grasp of child development and how students learn, and designs effective and rigorous plans for support consisting of well-structured lessons with measurable outcomes.				
I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Professional Knowledge	Demonstrates limited professional knowledge; relies heavily on outdated practices as opposed to current practices supported by research. Rarely engages students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	Demonstrates factual knowledge of the professional content and delivery and sometimes applies it to engage students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	Demonstrates sound knowledge and understanding of professional content and delivery by consistently engaging students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices that enable students to acquire knowledge and skills.	Demonstrates mastery of professional content and its delivery by engaging all students in academic, behavioral, and social/emotional learning experiences, through the use of educational and/or clinical practices, that enable students to synthesize knowledge and skills. Is able to model this element.
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of child and adolescent development; typically develops one learning experience, and/or type of support or assistance for all students that does not adequately address intended outcomes.	Demonstrates general knowledge of child and adolescent development but does not apply this knowledge when providing differentiated learning experiences, support, and/or assistance that would enable all students—as opposed to just some—to move toward meeting intended outcomes.	Demonstrates knowledge of students' developmental levels and the different ways these students learn or behave by providing differentiated learning experiences, support, and/or assistance that enable all students to progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of individual students and students in the grade or subject more generally and uses this knowledge to differentiate and expand learning experiences, supports, and/or types of assistance, enabling all students to make significant progress toward meeting stated outcomes. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."



Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development ¹	Develops or contributes to the development of plans that are not timely and/or not tailored to the needs of individual students; or, plans do not include appropriate supports or measurable outcomes that would enable students to meet the goals and objectives of the plan.	Develops or contributes to the timely development of plans that respond to some but not all relevant individual student needs, and/or plans that lack sufficient measurable outcomes or supports that enable students to meet all goals and objectives of the plan.	Develops or contributes to the timely development of well-structured plans with measurable outcomes that respond to all relevant individual student needs, and include supports that enable students to meet the goals or objectives of the plan.	Develops or contributes to the timely development of comprehensive, well-structured plans with measurable outcomes that respond to all relevant individual student needs, are coordinated with other plans relevant to those students, and include supports that enable students to meet all goals or objectives of the plan. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons (which may include individual and group activities or sessions) with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping.	Develops lessons (which may include individual and group activities or sessions) with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured lessons (which may include individual and group activities or sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.	Develops well-structured and highly engaging lessons (which may include individual and group activities and sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

¹ "Plan" is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCs), Career Plans, and 504 Plans. The type of plan that an educator is responsible for depends on the educator being evaluated; both the educator and evaluator should understand and agree upon the definition relevant to the educator's role.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."



**Standards and Indicators of Effective Teaching Practice:
Specialized Instructional Support Personnel Rubric**

Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.				
I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers assessments and/or collects only the data required by the school and/or measures only point-in-time student achievement or development.	May design and administer assessments and/or collect some data to measure student learning, growth, or development, but uses a limited range of methods.	Designs and administers assessments and/or collects data to measure student learning, growth, and/or development through a variety of methods, including informal and formal assessments and common interim assessments where applicable.	Uses an integrated, comprehensive assessment system, including informal and formal assessment methods and common interim assessments where applicable, to measure student learning, growth, and development. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice by identifying and/or implementing appropriate differentiated interventions, supports, and programs based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice and identifies and/or implements appropriate differentiated interventions, supports, and programs for students.	Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, and programs for students.	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, or programs for individuals and groups of students and appropriate modifications of plans. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."



Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.				
I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not analyze data and/or draw conclusions from data beyond completing minimal requirements.	Draws conclusions from a limited analysis of data to inform student learning, growth, and development.	Individually and with colleagues, draws appropriate conclusions about programs, plans, and practices from a thorough analysis of a wide range of data to improve student learning, growth, and development.	Individually and with colleagues, draws appropriate, actionable conclusions about programs, plans, and practices from a thorough analysis of a wide range of data that improve short- and long-term planning decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback from them about practices that will support improved student learning and/or development.	Only occasionally shares with colleagues conclusions about student progress and/or seeks feedback from them about practices that will support improved student learning and/or development.	Regularly shares with appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions about student progress and seeks feedback from them about practices that will support improved student learning and/or development.	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning and/or development. Is able to model this element.
I-C-3. Sharing Conclusions With Students and Families	Provides little or no feedback on student growth or progress except through minimally required reporting or provides inappropriate feedback that does not support students to grow and improve.	Provides some feedback about student growth or progress beyond required reports but rarely shares strategies for students to grow and improve.	Based on assessment results and/or other data, provides descriptive feedback and engages students and families in constructive conversation that focuses on student growth and improvement.	Establishes early, constructive feedback loops with students and families that create a dialogue about student growth, progress, and improvement. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."



Standards and Indicators of Effective Teaching Practice:

Specialized Instructional Support Personnel Rubric

Standard II: Teaching All Students. Promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.

Indicator II-A. Instruction: Uses instructional and clinical practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.				
II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations for student work and behavior and/or offers few supports to help students know what is expected of them.	May state high expectations for student work and behavior, but provides few exemplars and rubrics, or limited guided practice, and/or few other supports to help students know what is expected of them.	Consistently defines high expectations for student work and behavior, and the perseverance and effort required to produce it; often provides exemplars, rubrics, or guided practice, and/or models appropriate behaviors.	Consistently defines high expectations for student work and behavior and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
II-A-2. Student Engagement	Uses instructional and/or clinical practices that leave most students uninvolved and/or passive.	Uses instructional and/or clinical practices that motivate and engage some students but leave others uninvolved and/or passive.	Consistently uses instructional and clinical practices that are likely to motivate and engage most students during the lesson, activity, or session.	Consistently uses instructional and clinical practices that typically motivate and engage most students during the lesson, activity, or session, and during independent work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices and/or supports to accommodate differences.	May use some appropriate practices and/or supports to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate practices, including tiered instruction, scaffolds, and other supports, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.	Uses a varied repertoire of practices and/or supports to create structured opportunities for each student to meet or exceed expectations for growth and development. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."



**Standards and Indicators of Effective Teaching Practice:
Specialized Instructional Support Personnel Rubric**

Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.				
II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take risks or challenge themselves.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take risks.	Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take risks; and challenge themselves to succeed.	Consistently supports students to identify their strengths, interests, and needs; ask for support, take risks; challenge themselves; set learning goals; and monitor their own progress. Is able to model this element.

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."



**Standards and Indicators of Effective Teaching Practice:
Specialized Instructional Support Personnel Rubric**

Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.				
II-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-C-1. Respects Differences	Establishes an environment in which students demonstrate limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences.	Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this element.
II-C-2. Maintains Respectful Environment	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this element.

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Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.				
II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Clear Expectations	Does not make specific standards for student work, effort, interactions, and behavior clear to students.	May communicate specific standards for student work, effort, interactions, and behavior, but inconsistently or ineffectively enforces them.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	Clearly communicates and consistently enforces specific standards for student work, effort, interactions, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot accomplish challenging goals. .	May tell students that a goal is challenging and that they need to work hard but does not model ways students can accomplish the goal through effective effort. .	Effectively models and reinforces ways that students can set and accomplish challenging goals through effective effort, rather than having to depend on innate ability.	Effectively models and reinforces ways that students can consistently accomplish challenging goals through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Occasionally adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/ supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities. Is able to model this element.

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**Standards and Indicators of Effective Teaching Practice:
Specialized Instructional Support Personnel Rubric**

Standard III: Family and Community Engagement. Promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning, behavior, and/or wellness expectations.	Sends home only a list of rules/expectations and an outline of the student learning, behavior, or wellness plan for the year.	Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.	Successfully conveys to most parents clear, user-friendly student learning, behavior, and wellness expectations. Is able to model this element.
III-B-2. Student Support	Rarely, if ever, communicates with parents on ways to support learning and development at home or at school.	Sends home occasional suggestions on how parents can support learning and development at home or at school.	Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.	Regularly communicates with parents to share and/or identify strategies for supporting learning and development at school and home, successfully encourages most families to use at least one of these strategies, and seeks out evidence of their impact. Is able to model this element.

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**Standards and Indicators of Effective Teaching Practice:
Specialized Instructional Support Personnel Rubric**

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.				
III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	Rarely communicates with families except through required reports; rarely solicits or responds promptly to communications from families.	Relies primarily on sharing general information and announcements with families through one-way media and usually responds promptly to communications from families.	Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about individual student learning, behavior, and wellness. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

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**Standards and Indicators of Effective Teaching Practice:
Specialized Instructional Support Personnel Rubric**

Standard IV: Professional Culture. Promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.

Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator's own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.				
IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of instruction, supports, and interactions with students but not with colleagues and/or rarely uses insights gained to improve practice.	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student outcomes.	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues; and uses and shares with colleagues insights gained to improve practice and student outcomes. Is able to model this element.
IV-A-2. Goal Setting	Participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes one goal that is vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student data.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student data. Is able to model this element.

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**Standards and Indicators of Effective Teaching Practice:
Specialized Instructional Support Personnel Rubric**

Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.				
IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction, academic support, and leadership. Is able to model this element.

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.				
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on student performance and/or development.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues through shared planning and/or informal conversation in such work as: analyzing student performance and development and planning appropriate interventions at the classroom or school level.	Facilitates effective collaboration among colleagues through shared planning and/or informal conversation in such work as analyzing student performance and development and planning appropriate, comprehensive interventions at the classroom and school level. Is able to model this element.
IV-C-2. Consultation	Regularly provides inappropriate advice; does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and/or fails to offer advice when appropriate.	Provides advice and expertise to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for only some students for whom responsibility is shared, or sometimes provides advice that is inappropriate or poorly customized.	Regularly provides appropriate advice and expertise that is customized to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for students for whom responsibility is shared.	Utilizes a variety of means to regularly provide advice and expertise that is customized to support general education teachers and other colleagues to successfully create appropriate and effective academic, behavioral, and social/emotional learning experiences for students. Is able to model this element.

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Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.				
IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.				
IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues, develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

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**Standards and Indicators of Effective Teaching Practice:
Specialized Instructional Support Personnel Rubric**

Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

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