

AGREEMENT

BETWEEN

THE

**SOUTHWICK-TOLLAND-GRANVILLE
REGIONAL SCHOOL COMMITTEE**

AND THE

**SOUTHWICK-TOLLAND-GRANVILLE
EDUCATION ASSOCIATION, INC.**

AFFILIATED WITH THE

M.T.A. AND THE N.E.A.

AUGUST 25, 2019 TO AUGUST 24, 2022

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PREAMBLE

1. It is the intent of the Association and the Committee to continue their harmonious relations and to promote mutual cooperation, respect and understanding.
2. The Committee and the Association are committed to provide education of the highest quality possible for the children of the Southwick-Tolland-Granville Regional School District. The Committee and the Association enter into the following agreements believing that positive professional conditions are an essential component in creating a productive learning and teaching environment. Good morale within the teaching staff and a collegial environment are critical to the achievement of that goal.
3. The Committee and the Association enter into the following agreements believing that they will help to provide the best attainable professional conditions for the teachers of the STGRSD.
4. The Association and the Committee understand and agree that providing the highest quality depends upon the free exchange of ideas. Teachers' opinions will be considered on matters that affect the system and its programs. Neither the Committee, its agents, nor the Association shall take any adverse actions or make threats thereof against any staff members for expressing opinions that are not detrimental to the operations of the school system.
5. The Committee and the Association affirm their belief that an informed Committee and an actively involved professional staff should guide a complex and progressive school district. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information among the Committee, the Superintendent, Principals, Assistant Principals, Administrators, and Teachers in the formulation and application of policies relating to wages, hours, and other conditions of employment for the Teachers; and so the following procedures are hereby adopted.

ARTICLE I - RECOGNITION

1. Pursuant to the provisions of (M.G.L.) Chapter 150E, this contract is made this 25th day of August, 2019 by the Southwick-Tolland-Granville Regional School Committee, and the Southwick-Tolland-Granville Education Association, Inc.
2. The Southwick-Tolland-Granville Education Association, Inc. shall herein be referred to as the "Association" for the purposes of this agreement.
3. The Southwick-Tolland-Granville Regional School Committee shall herein be referred to as the "Committee" for the purposes of this agreement.
4. The Committee recognizes the Association for the purposes of collective bargaining as the exclusive representative of a Unit A, consisting of all qualified teachers, guidance counselors, computer coordinators, School Adjustment Counselors, Physical and Occupational Therapists, Behavior Specialist, Speech Pathologist, School Psychologists, School Nurses, department heads and adult education and to establish Appendix B salaries. Instructional Coaches are excluded from the bargaining unit.

ARTICLE II - NEGOTIATIONS PROCEDURE

1. During negotiation, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.
 - a. If the negotiations described in this Section 1 have reached an impasse, the procedure described in M.G.L. Chapter 150E, will be followed.
2. Before the Committee adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee provided that it files such a request with the Committee within five (5) school days after receipt of said notice.
 - a. Any agreement reached with the Committee, will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.
3. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and therefore agree that negotiations will not be re-opened on any item specifically covered by this Agreement, during the life of this Agreement. The above will not preclude the parties from mutually agreeing to re-open any item(s).

ARTICLE III - GRIEVANCE PROCEDURE

1. A “grievance” is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An “aggrieved person” is the person or persons making the claim.
3. A “Party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. 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 teachers. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process.
6. A “grievance” shall be deemed to have been waived, and shall not be further processed under this grievance process if it has not been presented or pursued within those time limits herein set forth. The time limits specified may be extended by a mutual agreement in writing.
7. Level One - A teacher with a grievance will present it, in writing, to his/her building principal, either directly or through the Association, or appointed representative of the Association within fifteen (15) school days of the time of the teacher or the Association knew or should have known

of the act or condition on which the grievance is based. The building principal will respond in writing within five (5) school days of receipt of the written grievance.

8. Level Two - If the grievance is not resolved to the satisfaction of the grievant and/or the Association within five (5) school days after submission at Level One, the teacher or the Association may present the grievance in writing to the Superintendent within ten (10) School days.

If in the judgment of the Association and within fifteen (15) school days of the time of the teacher or the Association knew or should have known of the act or condition on which the grievance is based, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

The Superintendent will meet with the Association within ten (10) school days of receipt of the written grievance. The Superintendent will respond in writing within five (5) school days of the meeting.

9. Level Three - If the grievance is not resolved to the satisfaction of the grievant and/or the Association, the grievant and/or the Association may present the grievance in writing to the School Committee within ten (10) school days of the date the Superintendent's written response was due. The School Committee will schedule a hearing of the grievance at its next regularly scheduled meeting or within fifteen (15) school days whichever is sooner.
10. Level Four - If the grievance is not resolved to the satisfaction of the Association within ten (10) school days, after being heard by the School Committee, the Association may submit the grievance for arbitration. The Association will have an additional ten (10) days from this time to decide if it will submit the grievance to arbitration.
 - a. Only a grievance involving a claim that the School Committee has violated, misinterpreted, or misapplied any of the provisions of this agreement or any subsequent agreement entered into pursuant to this agreement shall be subject to arbitration.
 - b. The School Committee and/or the Association may submit the grievance to the American Arbitration Association for disposition in accordance with the appropriate rules of the said American Arbitration Association.
 - c. The decision of the arbitrator shall be final and binding on the School Committee, the Association, and the grievant(s). The arbitrator shall be bound by all the terms of this Agreement and shall have no power to add to, subtract from, or in any way modify its provisions.
 - d. The expenses for such arbitrators' fees shall be shared equally by the School Committee and the Association.
11. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
12. Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the representative of the Association.

13. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
14. 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 operation of the grievance procedure.

ARTICLE IV - SALARIES

1. Appendix A, Schedules I, II, and III attached hereto, shall be, and hereby is, incorporated herein and made a part of this contract.
2. Appendix B, attached hereto shall be, and hereby is, incorporated herein and made a part of this contract.
3. Teachers will receive bi-weekly paychecks during the school year with the balance of the paychecks to be issued no later than June 30.
4. Teachers shall direct deposit their paychecks to the bank of their choice.
5. Teachers entering the school system other than at the beginning of the school year shall be considered employed for the full year for the purposes of receiving increments and/or longevity provided such teacher has taught in the District for one-hundred (100) days or more.

ARTICLE V - SUBSTITUTE TEACHERS AND TUTORS

1. Whenever any teacher is absent, the Committee will make every reasonable effort to secure a substitute.
2. Tutors appointed for authorized home tutoring by the Committee, will be chosen from a list of volunteer applicants. Consideration will be given to a teacher's major and minor field of study, quality of teaching performance, and length of service in the Southwick-Tolland-Granville Regional School District.
3. Regular full-time teachers will be given first consideration for employment as tutors.

ARTICLE VI - TEMPORARY LEAVES OF ABSENCE

1. Paid temporary leaves of absence defined in numbers 2-7 below will be in addition to any sick leave accumulated by the teacher, and must be taken in half-day or full-day increments.
2. A maximum of three (3) days of absence will be allowed for religious observances during the school year, where the tenets of the religion require the person to refrain from work or attend a religious ceremony which conflicts with the employee's work hours.
3. The Committee agrees to remunerate the difference between an employee's wages, on a per diem basis, and any compensation received for time spent on Jury Duty. An employee actually serving on Jury Duty or who actually reports to Court for jury service as required by said Court for any portion of the workday shall receive his/her regular rate of pay for each day served, reduced by the amount of jury pay received from the Court. (Jury pay received for service on non-working days shall not be deducted from the employee's pay.) Jury pay, however, shall not include any meal or travel expenses paid by the Court. The normal pay of an employee shall not be interrupted by Jury Duty. However, if the employee has not reimbursed the School District for Jury pay within two (2) weeks of receiving such pay, the District shall deduct said amount from

the employee's pay. Verification of jury duty will be required and filed in the employee's personnel file.

An employee who is required by the School Committee to appear in court on behalf of the School District shall be considered to be on working time during such appearance.

An employee who is subpoenaed to testify at a court trial as a result of his/her employment with the School District shall also be considered on working time provided the employee is not a party plaintiff in a non-criminal matter or the defendant in a criminal matter on a work day. In the sole discretion of the Superintendent, an employee who is subpoenaed to testify at a court trial as result of his/her employment with the School District and who is the defendant in a criminal matter on a work day may be considered on working time.

4. A maximum of five (5) teacher days annually for the system, will be allowed for Association Representatives to attend meetings, conferences, and/or conventions of the Massachusetts Teachers Association (MTA) or the National Education Association (NEA). Up to five (5) additional days may be added at the discretion of the Superintendent.
 - a. The Association will notify the Superintendent in writing five (5) school days in advance of the members who are to attend specified events along with the duration of their absence.
 - b. The above does not preclude the Superintendent from granting approval to individuals for meetings which are conducted primarily for the improvement of instruction as contrasted with those which have to do primarily with other business of the respective Association.
5. Two (2) personal days may be taken per school year. The Superintendent, within his/her sole discretion, may also grant one (1) additional personal day for compelling personal reasons. Effective August 24, 2021, the preceding two sentences shall be null and void and instead three (3) personal days may be taken per school year. Personal day requests must be submitted in writing to the Principal at least two (2) work days before the day is actually taken, and prior approval to take a personal day must be obtained from the Superintendent. No more than five (5) teachers may be absent from each building on any given day. If more than five (5) teachers per building apply for a given day, then allowance for personal days will be given based on order of request starting with the first request. During the month of May, personal days may not be taken on Mondays or Fridays. Teachers can request a meeting with the Superintendent in order to discuss whether the Superintendent will grant a waiver due to exceptional circumstances and/or life events. Any such waiver is at the sole discretion of the Superintendent. Personal days shall not be used to extend a vacation or a holiday.
6. Longevity Day - In addition, there will be one (1) longevity day for teachers with 15 or more years of service in the district. A 48-hour notice will be given to the Superintendent for the longevity day. No more than five (5) teachers may be absent from each building on any given day. The Longevity Day shall not be used to extend a vacation or a holiday. If more than five (5) teachers per building apply for a given day, seniority will be used to determine who shall qualify for receipt of the Longevity Day.
7. Any unused business/legal, personal, or longevity day will be added to the teacher's sick leave accumulation.
8. A maximum of twenty (20) days in total may be taken annually for the following:
 - a. One to five (5) calendar days' leave of absence may be taken at one time in the event of death in the immediate family. Immediate family will be considered to be spouse, sons, daughters, step-children, father, mother, brothers, sisters, grandparents, step-parents,

significant others who reside in the same domicile as the member of the unit, and in-laws. Any others will be at the discretion of the Superintendent of Schools.

- b. Non-consecutive periods of five (5) days emergency leave may be taken annually for each member of the immediate family. Days in excess of ten (10) to be charged against the teacher's sick leave account. Immediate family will be considered to be spouse, sons, daughters, step-children, father, grandparents, significant others who reside in the same domicile as the member of the unit, and mother^[ER1].
 - c. One to five (5) days emergency leave of absence may be taken annually for brother, sisters, grandparents, and significant others who reside in the same domicile as the member of the unit.
 - d. Effective August 25, 2020, employees may use a total of five (5) emergency leave days under sections 8(b and c) above. Effective August 25, 2021 through the end of the 2021-2022 school year only, employees may use a total of two (2) emergency leave days under sections 8(b and c) above. Effective August 24, 2022, sections 8(b and c) shall be eliminated and the emergency leave day benefit shall be eliminated.
 - e. Any other situations will be considered at the discretion of the Superintendent of Schools.
 - f. Bereavement Day. No more than five (5) teachers may be absent from each building on any given day. If more than five (5) teachers per building apply in a given day, seniority will be used to determine who shall qualify for receipt of the Bereavement Day.
 - g. One to five (5) days domestic violence leave may be taken annually with written documentation from a probate court, state agency, and/or criminal court.
9. Other requests for paid absences may be reviewed by the Superintendent of Schools.
 10. Personal absence, which has been authorized by the Superintendent, will be deducted from the teacher's salary at the rate 1/184 of the annual salary.
 11. The leave benefits in this section will be prorated based upon the employee's FTE and/or if the employee was hired after the commencement of the work year.

ARTICLE VII - SICK LEAVE

1. Fifteen (15) days of sick leave will be credited each school year (pro-rated at one and one half (1 1/2) days per school month), and one hundred eighty-four (184) days of sick leave may be accumulated. Effective August 25, 2020, teachers may use up to fifteen (15) of their fifteen (15) annual days of sick leave per school year for the purpose of caring for a parent, child, spouse, grandparent, sibling, or other family member or significant other living in the same domicile. In addition, if the leave is covered by an approved FMLA application to care for an immediate family member, then the employee may use an additional ten (10) days of their accumulated sick leave.
2. Sick leave exceeding accumulated leave will be deducted from the teacher's pay at the rate of 1/184 of the annual salary per day.
3. The Superintendent of Schools may request a doctor's certificate for absence due to illness of the employee, family member or significant other as listed in Section 1 above after three (3) consecutive days or on days before or after a holiday or vacation, or in cases where abuse is suspected.

4. The leave benefits in this section will be prorated based upon the employee's FTE and/or if the employee was hired after the commencement of the work year.

ARTICLE VIII - SICK LEAVE BANK

1. It shall be the policy of the Southwick-Tolland-Granville Regional School Committee to establish a Sick Leave Bank, the purpose of which shall be to enable the members of the bargaining unit covered by the current working agreement between the Southwick-Tolland-Granville Regional School Committee and the Southwick-Tolland-Granville Education Association to voluntarily contribute a portion of their sick leave accumulation for use by a participating member whose sick leave accumulation is exhausted through prolonged illness.
2. Eligibility for membership in the Sick Leave Bank is gained by:
 - a. Agreement by an applicant to contribute one earned sick leave day to the bank. This agreement must be in written form.
 - b. Application for membership is through the Southwick-Tolland-Granville Education Association Sick Leave Bank Committee via the President of the Association.
 - c. The initial list of participating members shall be posted not later than thirty (30) days after the implementation of the Sick Leave Bank, and a supplementary list will be posted as required.
 - d. Applications for membership to the Sick Leave Bank may be made upon completion of thirty (30) working days.
 - e. A participating member is one who has contributed an earned day, and remains a member until such time as the Bank is depleted.
 - f. Payments from the Sick Leave Bank are made on a teaching workday basis.
 - g. The bank will be considered depleted if its number of days on deposit goes down to one-third (1/3) of the number of participants. Then all participants will be assessed an additional day.
 - h. Anyone using sick days from the bank should make every effort to pay back to the bank the days they have taken. Arrangements for repayment shall be made through the Sick Leave Bank Committee.
3. The Sick Leave Bank Committee shall consist of-
 - a. One member of the Southwick-Tolland-Granville Regional School Committee;
 - b. Two (2) Southwick-Tolland-Granville Education Association members chosen by the Association;
 - c. The President of the Southwick-Tolland-Granville Education Association;
 - d. The Superintendent of Schools and one (1) additional member chosen by the Superintendent of Schools.
4. The duties of the Sick Leave Bank Committee shall be as follows:
 - a. To govern all phases of the Sick Leave Bank, including the option to accept or reject an application for sick leave.
 - b. Receipt of days from the Sick Leave Bank requires a majority vote (i.e., four (4) affirmative votes) of the Sick Leave Bank Committee.
 - c. The decision of the Sick Leave Bank Committee will be final and binding and not subject to the grievance procedure.

and during such sickness the teacher shall at her option be entitled to the use of any accrued sick leave.

- a. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
 - b. Maternity leave of up to one (1) year, without pay, will be granted upon request in writing to the Superintendent of Schools. An additional one (1) year leave of absence may be granted for the purpose of child-rearing at the request of the teacher, and the approval of the Superintendent.
3. Paternity or Child-rearing Leave of up to one year without pay will be granted at the written request of the teacher to the Superintendent of Schools. An additional year may be granted at the request of the teacher with the approval of the Superintendent of Schools.
4. Sabbatical Leave is available to members of the professional staff subject to the following conditions:

- a. Application is open to any full-time professional staff member who has completed twelve (12) years of continuous service in the employ of the School Committee. Application shall be made in writing to the Superintendent no later than January 15, preceding the academic leave-taking year. Such Application will be in the form of a planned program; providing for the professional growth of the individual applying, and shall be beneficial to the school system.
- b. The application shall be reviewed by a sub-committee consisting of:
 - 1 School Committee Member
 - The Superintendent
 - 1 Representative teacher elected by the Association

The sub-committee shall bring their recommendation before the School Committee no later than March 1, and the School Committee shall make a decision on the applicant no later than April 15. Notification to the applicant of the decision shall be made at the earliest possible time.

- c. Sabbatical Leave may be granted to a maximum of two (2) applicants per school year. Sabbatical Leave may be granted for either one full year or 1/2 year duration.
- d. Applicants recommended by the sub-committee and approved by the School Committee shall be paid 1/2 of their regular salary for the duration of the leave.
- e. For salary schedule purposes, the time spent on Sabbatical Leave shall count as an equivalent amount of time of teaching service and includes all the accumulation of sick and health benefits normally provided by the School Committee.
- f. Singularity of application does not presuppose approval.
- g. No sub-committee member is eligible to consider his/her own application.
- h. A written report from the leave-taker will be filed with the Superintendent within three (3) months of the end of the Sabbatical Leave.

The teacher will agree to return to employment in the Southwick-Tolland-Granville Regional School District for one (1) full year in a semester's leave and two (2) full years in the event of a full year's leave, in accordance with M.G.L. c. 71 §41A

5. Other leaves of absence of up to one (1) year without pay may be granted by the Committee.

6. Teachers on extended leave of absence must notify the Superintendent, in writing, at least thirty (30) days prior to the intended expiration of the leave or February 1st of the previous school year, whichever occurs sooner, of intent to return from leave. This requirement may be deferred to June 30 in cases of medical emergency.
7. Family and Medical Leave – The District agrees to comply with the provisions of the Family and Medical Leave Act (FMLA) and any amendments thereto.
8. The School Committee shall abide by the provisions of the Small Necessities Leave Act (SNLA) and Domestic Violence Act (DVA). The School Committee’s policies regarding the above-referenced laws are posted in a conspicuous location in each building.

ARTICLE X - ACCIDENT AND HEALTH INSURANCE

1. The Southwick-Tolland-Granville School Committee will renew and pay the maximum percentage permitted by law of the cost of the following types of insurance coverage as provided by M.G.L. c. 32B and as voted by the School Committee.
 - a. A \$10,000 term life insurance plan of the type presently available to teachers.
 - b. Individual or family coverage, whichever applies in the particular case, for appropriate health coverage equivalent to that presently available to teachers and/or retired teachers. Current and retired teachers shall have the option of either an H.M.O. plan or a P.P.O. plan (Blue Cross/Blue Shield Master Medical Plan is no longer an option).
 - c. Insurance riders will be made available to the bargaining unit members provided the rider conforms to State Laws (32B) and the insurance carrier(s) clauses as contracted by the Regional District and as bargained by the Association.
 - d. The District shall pay 50% towards Delta Dental Plan and the individual or family shall pay 50%.
2. The School Committee shall maintain a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987, for the single purpose of enabling teachers to pay their share of the premiums for their health insurance with pre-tax earnings.
3. The Committee agrees to continue to offer non-deductible plans through June 30, 2022, unless said plans are no longer offered by MIIA. The Committee agrees to pay for the administrative costs of a Flexible Spending Account for bargaining unit members.

ARTICLE XI - PAYROLL DEDUCTIONS

1. Tax-Sheltered Annuities. Teachers will be eligible to participate in tax sheltered annuity plans, in conformity with M.G.L. c. 71 §37B. If a teacher wishes to modify the amount of the payroll deductions or change the party to whom the payroll deduction is to be sent, the teacher must notify the business office of this intent in writing. No individual may change their TSA more than twice in one school year. Changes will be made by the Administration as soon as possible.
2. Accident and Health Insurance. Payroll deductions of insurance premiums will be made upon mutual agreement between the teacher and the School Committee.
3. Dues Deduction - The School System agrees to deduct from the salaries of teacher’s dues for the Southwick-Tolland-Granville Education Association, the Massachusetts Teachers Association, and the National Education Association, as said teachers individually and voluntarily authorize the School System to deduct, and to transmit the moneys to the Southwick Tolland Education Association. The teacher’s authorization and direction for payment of said deduction to the

Southwick-Tolland-Granville Education Association will be in writing and filed with the District Treasurer.

The School Committee agrees that in accordance with the above, it will deduct from the teacher's salary, in equal installments, an amount authorized for Association dues. The School System in no event will be liable for the payment of any dues for any teacher under the article.

ARTICLE XII - TEACHER PROTECTION

1. Assault - Principals and teachers shall be required to report in writing within five (5) school days or ten (10) calendar days, whichever comes first, any case of assault of teachers in connection with their employment to the Superintendent of Schools or his representative. The Superintendent of Schools or his representative shall acknowledge receipt of such report, and shall report this information to the School Committee.
 - a. The alleged assault will be promptly investigated by the principal or his/her designated representative. Subject to the requirements of the following two paragraphs below, he/she and the Superintendent shall determine what action shall be taken. This decision will be communicated to the teacher concerned. If the assault is by an adult who is not a pupil, the school administrator will promptly report the incident to the proper law enforcement authorities. In any case, (pupil, non-pupil or adult), the School administrator will render all reasonable non-monetary aid to the teacher in connection with handling of the incident by law enforcement, legal, and medical authorities. Whenever a teacher is absent from school as a result of personal injury occurring in the course of his/her employment, he/she will receive his regular salary less the amount of salary paid by Workers' Compensation for the period of such absence not to exceed one calendar year, and no part of such absence will be charged to his annual or accumulated sick leave.
2. Indemnification - So far as permitted by M.G.L. c. 41 §100C as amended by Chapter 572 of the Acts of 1992, the School Committee shall provide indemnification whenever any teacher shall become eligible therefore.

ARTICLE XIII - PROFESSIONAL IMPROVEMENT

1. Horizontal Movement
 - a. A teacher must give written notice to the Superintendent of Schools by December 1st of the year preceding that which he/she expects to be eligible for horizontal movement on the salary schedule (for example, notice must be given by December 1, 2013 in order to be eligible for horizontal movement in the 2013-2014 school year). The teacher must present copies of degrees or transcripts documenting the eligibility for the status change to the Superintendent of Schools no later than August 31st of the year in which the status change is to occur. A teacher may submit a letter from the appropriate college or university in lieu of the degree or transcript should the office of the registrar indicate that the documents are not available by August 24th. Failure to meet the timelines above will result in no movement on the salary schedule in the school year in which the status change was to occur (i.e., the horizontal movement will be delayed until the following school year).
 - b. A teacher may participate in a teacher workshop which will strengthen or broaden the teacher's background; update teaching theories and methods; keep the teacher abreast with current educational and subject matter, content, trends, and developments; contribute to increasing the quality of the teacher's service to his/her classes in

particular and to the public in general. If the workshop occurs during regular work hours, earned PDP's for this kind of activity may be used for license renewal. If the workshop occurs outside of regular work hours, then the teacher may seek prior approval for up to three (3) credit hours toward salary movement.

- c. A teacher may participate in external conferences.
 - d. Beginning September 1, 1998, the formula for converting in-service hours and activity clock hours is thirty (30) hours of previously approved in-service equals one college credit for the purpose of salary advancement. Effective September 1, 1990, three (3) in-service credits equal one college credit for purposes of horizontal movement on the wage scale.
2. Changes in salary column.
Salary credits will become effective the first workday of the school year. Official notification for all levels of training shall be in the form of an official transcript and/or certified form from the school district, college or university.
- a. Degrees must be awarded or course work completed no later than August 24 of the year in which the status change occurs.
 - b. The teacher must present copies of degrees or transcripts documenting the eligibility for the status change no later than thirty (30) days after completing the last requirement or course. A teacher may submit a letter from the appropriate college or university official in lieu of the degree or transcript should the office of the registrar indicate that the documents are not available within the time limits.
3. Effective August 25, 2019, the School Committee will reimburse each teacher for the cost of one (1) three (3) credit graduate course each contract year, at an approved institution, successfully completed with a grade of B or better, in an amount up to One Thousand and Fifty Dollars (\$1,050) (note: if the course is less than three (3) credits, then the amount will be prorated). However, the total amount available for the bargaining unit for course reimbursement shall be a maximum of Thirteen Thousand Dollars (\$13,000). Effective August 25, 2020, the total amount available for the bargaining unit for course reimbursement shall be a maximum of Twenty Thousand Dollars (\$20,000). Reimbursement shall be made on a first-come first-served basis until the maximum bargaining unit amount is reached at which point no further reimbursements shall be made. Teachers will be notified when submitting for the course if monies are still available, and if the course can be reimbursed.
4. The number of District-approved PDP's that the teachers have earned as of the conclusion of the preceding school year shall be available online.

ARTICLE XIV - RE-LICENSURE

It is the teacher's responsibility to maintain their educator licensure at all times.

ARTICLE XV - TEACHER FACILITIES AND MATERIALS

1. Physical - The School Committee will make every reasonable attempt to have the following facilities: space in each classroom in which teachers may safely store instructional materials and supplies; a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials; and appropriately furnished room to be reserved for the exclusive use of the teachers and staff as a faculty lounge. Said room will be in addition to the

aforementioned teacher work area; a serviceable desk and chair for the teacher in each classroom; a communication system so that teachers can communicate with the main building office from their classroom; a well-lighted and clean male teacher restroom and a well-lighted and clean female teacher restroom; a separate, private dining area for the exclusive use of the teachers and staff; and an adequate portion of the parking lot at each school will be reserved for teacher parking.

2. Academic - Recognizing the role of the School Committee in the adoption of textbooks and also the professional competence and skills of the staff in relation to textbook selection, the Association and the School Committee agree that the selection of textbooks to be used in the schools shall continue to be cooperatively arrived at through a joint consultation among the teachers, administrators, and School Committee.
3. The School Committee and the Association recognize that teachers should have the ability to make suggestions and recommendations about the services they render -- i.e., instructional methods, preparation time, staffing structure, changes in the school day, use of consultants, materials and the allocation of available resources.

To this end, there shall be established a Joint Labor Management Committee, to discuss these and other matters of mutual concern. Said Committee shall consist of three (3) members chosen by the Association, two (2) members chosen by the School Committee, and one (1) administrator or selected by the School Committee.

It is understood that this Committee shall not discuss pending grievances and shall have no power to alter or amend this Agreement.

4. The Association will have the right to use school buildings, facilities and equipment without cost at reasonable times provided, however, that any additional service cost necessitated by such use shall be paid by the Association. Requests for, and use of school facilities under this section will, other than stated above, be in full conformity with the established policies of the committee in regard to the use of school facilities.
5. The Committee agrees to provide the Association with a suitable work area, if available, to be used solely for Association business. Such work area will include space in which the Association may securely store materials, and a serviceable desk, chair and file system. The President of the Association will be allowed to install, for Association use, a telephone line and facsimile line at the expense of the Association at a location agreed upon by the principal and/or Superintendent and the Association President. Use of the telephone line or facsimile shall not interfere with professional responsibilities.

ARTICLE XVI - TEACHING LOAD AND ASSIGNMENT

1. The Committee and the Association agree that the size of classes should be educationally desirable. The Committee and the Association recognize and agree that a teacher's responsibility to his/her students and his/her profession generally entails the performance of duties and the expenditure of time beyond the regular work day, but that time and work schedules can and should be established applicable to teachers in the normal course of their employment.
2. No later than the preceding June 1st teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they teach, any special or unusual classes that they will have. If unforeseeable circumstances arise after June 1, teachers will be notified as soon as possible by certified mail of changes in their assignment(s). In order to assure that pupils are taught by teachers working

within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching licensure beyond twenty (20%) of their work schedule.

3. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach, and that this energy should, to the extent possible, be utilized to this end. Therefore, non-professional assignments shall be kept to a minimum. Teachers will be relieved of sidewalk duty, collecting lunch money, and keeping attendance registers.
4. Positions which will be vacant for at least one semester will, to the extent possible, be filled by personnel who have met state certification requirements.
5. There will be a thirty (30) minute duty-free lunch period for all teachers.
6. No member of the bargaining unit as defined in this agreement shall be laid-off or terminated because of the sub-contracting of work presently being performed by members of the unit. Anything in this section to the contrary notwithstanding, the Committee reserves the right to enter into collaborative agreement as provided in M.G.L. c. 40 §40E.
7. When a special teacher assumes the responsibilities of the classroom, the regular teacher may absent himself/herself from the classroom to use the time for preparation. All teachers (K-8) will be provided with at least two hundred and fifty (250) minutes of preparation time per week, which shall consist of one (1) contiguous preparation period per day, except when there are less than five (5) full school days in a given week in which case the number of minutes will be reduced accordingly. If due to District scheduled meetings, a teacher does not receive the two hundred and fifty (250) minute minimum, time missed must be documented on a timesheet and will be compensated at the teacher's hourly rate in a minimum of fifteen (15) minute increments (note: any teacher who misses additional preparation time beyond the two hundred and fifty minutes due to District scheduled meetings shall not be eligible for compensation). Administration will make every effort to ensure that District meetings are scheduled so that teachers have some prep time each day.
8. All teachers (9-12) will be provided with at least three hundred and seventy-eight (378) minutes of duty-free preparation time per week, which shall consist of one (1) contiguous preparation period per day, except when there are less than five (5) full school days in a given week in which case the number of minutes will be reduced accordingly. Teachers (9-12) will have no assigned non-teaching duties other than homeroom and hallway passing time supervision during the normal teacher day. If due to District scheduled meetings, a teacher does not receive the three hundred and seventy-eight (378) minute minimum, time missed must be documented on a timesheet and will be compensated at the teacher's hourly rate in a minimum of fifteen (15) minute increments (note: any teacher who misses additional preparation time beyond the three hundred and seventy-eight (378) due to District scheduled meetings shall not be eligible for compensation). Administration may use up forty-two (42) minutes of unscheduled time (i.e., the time beyond three hundred and seventy-eight (378) minutes per week) once per week beyond the three hundred and seventy-eight (378) minutes required above. The high school principal will make class assignments in consultation with the department chair recognizing the desirability of no more than two (2) preparations per semester.
9. Within each building every effort will be made that all non-teaching duties normally required will be assigned to all professional staff members employed by the Committee on an equitable basis.
10. When a teacher voluntarily agrees to cover a regular class during his/her preparation period he/she will be compensated according to a schedule set forth in Appendix A.
11. Teachers will not be required to drive pupils to activities which take place away from the school building.

12. Each Unit A professional who is required to use his/her own vehicle in the performance of his/her duties, excluding normal commuting, will be compensated per mile at the district rate.

ARTICLE XVII - TEACHER EVALUATION

The Committee and the Association have agreed to implement and abide by the attached evaluation system, which is hereby made an Appendix to this Agreement.

ARTICLE XVIII - SPECIALISTS

1. The Committee and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program.

ARTICLE XIX - VACANCIES AND NEW POSITIONS

1. Every teacher in the Southwick-Tolland-Granville Regional Schools will be eligible to apply for any vacancy or new position, full or part-time, in the Southwick-Tolland-Granville Regional Schools regardless of level or present teaching position. Notice of all possible vacancies or new positions will be posted on the District's website at least fourteen (14) calendar days before the position is to be filled, and will remain posted until the application deadline is reached. In addition to the posting on the website, an email shall be sent to the Association President notifying the President of any vacancies at the time of the posting, which shall be at least fourteen (14) calendar days before the position is to be filled, and the notices will be posted in the central office. During the school year, notices will be posted in a central location in each school building. The posted notices will clearly set forth the following:
 - a. Qualifications for the position.
 - b. Duties.
 - c. Rate of Compensation.
2. All qualified teachers will be given adequate opportunity to make application for such position and the principal and/or superintendent as applicable agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. In filling such vacancies, first consideration will be given to qualified teachers already employed by the Committee. If all the factors for selection are relatively equal, preference for appointment will be given to the teacher already in the employ of the Committee. Each teacher applicant shall be granted an interview by the principal and/or superintendent or his/her designee as applicable before the appointment is made.
3. The School Committee meeting minutes will be posted on the District's website within fourteen (14) calendar days of approval by the Committee. Employees who have separated employment, newly hired employees, and employees on extended leave are contained in the minutes. In addition, the Association President shall be notified of all new hires and transfers on or around the start of each new academic year and/or as they occur. Such notification shall include position, date of hire, transfer information, personal email, and phone number as applicable.

ARTICLE XX SEVERANCE PAY/SICK LEAVE BUYBACK

1. (a) Upon accumulation of 184 sick days, an additional eighteen (18) sick days per year may be accumulated in a “severance pay account.”
- (b) Sick days used for illness, etc., will be deducted from accumulated sick leave. Days may not be taken from the “severance pay account” and used as regular sick time.
- (c) Each teacher will receive credit for up to eighteen (18) days per year for each year of service in which he/she had accumulated at least 184 days of sick leave as of the first day of school in that year. Total sick days used in each year of service will be subtracted from eighteen (18) days and the remainder will be added to the severance pay account for that year.
- (d) Upon retirement or resignation, after fifteen (15) years of cumulative service in the school system, an amount calculated according to the formula below, will be paid to the teacher, or in the event of death, to his/her estate. Said payment will be added to the teacher's final pay.

Formula:	15-30 years - service rate	=.10
	31-40 years - service rate	=.105
	41 plus years - service rate	=.11

$1/184$ (teacher's pay) x service rate x (accumulated sick days + accumulated severance pay days)
= severance pay amount.

2. Notification of intent to retire or resign must be submitted by January 15 of the year previous to the intended final year of employment to permit payment at the beginning of the next school year, otherwise, payment will be at the beginning of the following school year.
3. In case of death or incapacitating injury or illness, the one (1) year notification shall be waived by the School Committee.
4. The District will make every effort to provide teachers with an annual report between July 1st and the end of September indicating the number of sick days that the teachers have accumulated in the severance pay account as of the conclusion of the preceding school year.

ARTICLE XXI - EARLY RETIREMENT INCENTIVE

1. a) A full-time member of Unit A with ten (10) or more cumulative years of employment in the Southwick-Tolland-Granville Schools who, before January 15 of the school year prior to the year in which retirement takes place to permit payment at the beginning of the next school year, otherwise, payment will be at the beginning of the following school year, gives notice of intent to retire or resign shall be entitled to a one time separation benefit payable at the time of retirement or resignation.
 - b) Early retirement incentive twenty percent (20%) after retiring with state system. Retirement must be effected within one (1) year after termination of employment in order to be eligible for the incentive with notice.
2. Full-time members of Unit A who retire or resign under the above conditions will receive the following compensation:

No age limit = 20% of current salary

3. This benefit will only be available for eligible members who were employed by the Committee prior to April 1, 1998.

ARTICLE XXII - REDUCTION IN FORCE

1. In the event it becomes necessary to reduce the number of employees in the bargaining unit, the Committee will consider ability, qualifications, the teacher's area licensure, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c. 71, § 38 and the best interests of the students in the Southwick-Tolland-Granville Regional School District; and provided further, that for the purposes of this Article, no distinction shall be made between the overall performance ratings established by the Department of Elementary and Secondary Education finding that the teacher has met or exceeded acceptable performance standards developed under said § 38 and that are defined by the board as proficient and exemplary. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted licensure area. If the above-referenced factors are equal, then the least senior teacher in the licensure area will be laid off first.
2. An employee whose position is eliminated shall: replace the employee with the lowest seniority anywhere within the school system in an area in which the laid-off employee is qualified or becomes qualified by the time the reduction-in-force becomes effective.
 - a. "Qualified" means that the teacher has on file with the Superintendent's office evidence that he/she possesses the necessary qualification or can obtain said qualifications by the effective date of his/her layoff which is the beginning of the school year.
 - b. "Seniority shall mean the employee's last date of hire in the Southwick-Tolland-Granville Regional School District or in each of the districts which regionalized to constitute the Southwick-Tolland-Granville Regional School District. Effective September 1982, part-time teacher's seniority will be pro-rated on the above. (Example: A 1/2 time teacher will receive 1/2 year seniority for each year of employment as a 1/2 time teacher.)

Teachers shall be credited for seniority purposes with all time spent on any leave of absence provided for in this Agreement.
 - c. In cases involving teachers who have identical seniority, preference for retention shall be given to the teacher who has achieved the highest level of training.
3. Employees being considered for lay-off will be notified by June 1 of the school year preceding that in which they will no longer be employed.
4. Released employees shall be notified by certified mail to their last address of record and given first preference for positions as they develop, providing an affirmative reply by certified mail is received by the office of the Superintendent of Schools within fifteen (15) days of issuing such notice.
5. In the event it becomes necessary to reduce the number of assistant principals, she/he will be returned to a teacher status according to her/his certification and seniority in Unit A at the time he/she assumed the assistant principal position as long as the least senior member of Unit A has less seniority.
6. The association president will be notified by June 1 of any position(s) being considered for elimination and employee(s) being considered for layoff.

ARTICLE XXIII - RECALL

1. Laid-off employees shall retain the right to call back for a period of two (2) years from the date of their respective lay-off.
2. Qualified employees shall be re-hired in the inverse order of their release, and all benefits to which an employee was entitled at the time of his/her lay-off including salary step attained and accumulated sick leave shall be restored in full upon re-employment within the recall period.
3. Laid-off employees may continue group insurance coverage available through the Committee during the recall period by reimbursing the Committee for premium costs. Failure to forward premium payment to the Committee on a previously stipulated schedule or refusal to return to employment upon notice of position opening will terminate this option.
4. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Committee and forwarded to the Association President within thirty (30) days following execution of this Agreement. An updated seniority list shall be supplied by the Committee annually thereafter on or before October 15 of each year.
 - a. If the teacher or Association does not file a grievance within thirty (30) school days after an up-dated seniority list is verified by the Association president, all grievances regarding the seniority portion of said list shall be waived. The Association president will have twenty (20) school days to verify such seniority list.

ARTICLE XXIV - INVOLUNTARY TRANSFER

1. Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:
 - a. When a transfer is necessary, qualified volunteers will be transferred first.
 - b. When involuntary transfers are necessary, a teacher's area of competence, teacher's area of certification, quality of teaching performance, and length of service in the school system will be considered in determining which teacher is transferred. Teachers being involuntarily transferred will be transferred only to the available position most comparable to the one they previously held. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his/her designee), at which time the teacher will be notified in writing of the reasons of the transfer.
 - c. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1.
 - d. In the event the teacher is dissatisfied with the transfer, appeal may be made to the School Committee. Such appeal to be made within fourteen (14) days from the date of notification or transfer. No teacher will be transferred for arbitrary, capricious or punitive reasons.
 - e. The School Committee decision regarding Article XXIV shall be considered final and binding and shall not be subject to the arbitration procedure as outlined in this agreement.

ARTICLE XXV - WORK DAY

It is expected:

1. That there will be the same seven (7) hour continuous work day for all teachers located in the same building, except where otherwise provided below.

Nurses shall work seven (7) hours each day, including a ½ hour paid lunch.

2. School Hours

a. Southwick-Tolland-Granville Regional High School	7:30-2:30
Powder Mill Middle School	8:00-3:00
Woodland Elementary School	8:40-3:40

The times above will not be adjusted by more than five minutes.

- b. There will be two (2) evening Parent/Teacher conferences at all schools per year. There shall be a three (3) hour early release time on the last school day of the two week period during which conferences are held in the three buildings.
 - c. There will be one (1) faculty meeting of one (1) hour maximum after school each month. This does not preclude additional meetings during the seven (7) hour teacher day when necessary.
3. That teachers may leave the last school day of each week as soon after closing as possible provided his/her students have been cared for, plans for the next day are completed and details are in proper order. By the end of each week, teachers will have prepared lesson plans for the following week.
4. Teachers may mutually agree with principals, subject to the approval of the superintendent, to adjust reporting and leaving times to accommodate special supervision, meetings, or other special demands on a teacher's time.

ARTICLE XXVI - WORK YEAR

1. The work year of teachers will begin no earlier than the last Monday in August and terminate no later than June 30, but will in no event, be longer than one hundred eighty-four (184) days (i.e., one hundred and eighty (180) student days, three (3) professional development days, and one (1) opening day). One of the first three (3) teacher workdays prior to the first student day shall be a half day for bargaining unit members to set up their classrooms with the other half of the day being professional development or other activities scheduled by administration. February vacation will be scheduled for the week in which Presidents' Day falls and April vacation will be scheduled for the week in which Patriots' Day falls. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, professional development days, conference days and any other days on which teacher attendance is required. Any work required beyond the one hundred eighty-four (184) days will be reflected in a proportional increase in individual salaries.
2. Any teacher who is required to work beyond the 184 days as stated above will be notified of such work by May 1st.
3. The Committee may offer professional and curriculum development activities and similar non-student contact employment opportunities on days other than the 184 teacher days at a rate less

than the 1/184th of annual salary per day rate. These opportunities will be voluntary and there shall be no negative consequence for any teacher who declines to participate in these activities. These opportunities will be scheduled so that a minimum of four (4) hours will be offered to participating teachers on any day. Where qualifications are substantially equal, seniority in the district will be used to determine selection. The rate is set forth in Appendix A.

4. The work year of guidance positions will be as follows:

Guidance Director	198 days
Southwick Regional School (SRS) Guidance Counselor(s)	194 days
SRS Career Facilitator	184 days
Powder Mill School Guidance Counselor(s)	184 days
Woodland School Guidance Counselor(s)	184 days

The above days shall be scheduled at the sole discretion of Administration. In addition, additional days may be required by Administration at the employee’s applicable per diem rate.

5. Nurses shall work one hundred and eighty-four (184) days in a contract year beginning no earlier than August 15, and terminating no later than June 30. Up to five (5) additional days may be authorized by the Director of Curriculum and Instruction, and will be paid at the current per diem rate.
6. The District will notify the Association as soon as possible regarding any changes to the school calendar.

ARTICLE XXVII – GENERAL

1. A Committee of Association representatives shall meet once every two (2) months with the Superintendent of Schools or his designee to discuss matters of educational policy, curriculum, and improvement of the educational climate. Both parties may submit items for the agenda.
2. For the duration of this contract, members of the Committee along with high school administrators and teachers will jointly meet once each year before April 1 to discuss the impact and educational benefits of block scheduling.
3. A copy of the agenda and official minutes of all School Committee meetings shall be posted in each school building and made available to the Association President when they become available to the School Committee.
4. Individual Contracts: The Association and the School Committee mutually agree to adopt the attached revised contract forms. These include: Teacher’s Initial Contract, (teachers without professional teacher status); Teacher’s Long Term Contract, (fourth year - PTS); and Teacher's Annual Salary Agreement.

ARTICLE XXVIII- CRIMINAL OFFENDER RECORD INFORMATION CHECKS

The following applies to criminal offender record information (“CORI”) checks pursuant to Chapter 385 of the Acts of 2002:

1. CORI checks will be conducted once every three (3) years for employees covered by this Agreement, or more often with reasonable cause.
2. A copy of a CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.

3. All CORI reports will be maintained in the Superintendent's office in separate confidential files.
4. The Superintendent or other administrator in his/her central office designated by the Superintendent will be the only persons authorized to request CORI checks.
5. Any disciplinary action taken as a result of CORI checks will be in accordance with this Agreement and/or law.

ARTICLE XXIX – NATIONAL BACKGROUND CHECKS

In accordance with "An Act Relative to Background Checks", all educators must submit to a National Fingerprint-Based Criminal History Record Information (CHRI). Storage and destruction of such national background information shall be in accordance with State and Federal Law. Based upon the results of the CHRI the District will make a suitability determination. If the District is inclined to make an adverse decision based on an individual's National Background Check, the District will take the following steps prior to making a final adverse determination:

- Provide the individual with a copy of his/her CHRI used in making the adverse decision;
- Provide the individual with a copy of this CHRI Policy;
- Provide the individual the opportunity to complete or challenge the accuracy of his/her CHRI; and
- Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable time to correct or complete the CHRI.

ARTICLE XXX- FEDERAL DRUG-FREE WORKPLACE

Alcoholism and drug abuse are recognized by the parties to be treatable illnesses. Without detracting from existing rights and obligations of the parties recognized in the other provisions of this contract, management and the Association agree to cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program designed to rehabilitate the employee.

If the employee refuses to avail him or herself of assistance and/or experience this problem more than two (2) times within a five-year period and/or alcoholism or drug abuse impairs work performance, attendance, conduct, or reliability, the normal contractual disciplinary procedures for dealing with problem employees will be used.

ARTICLE XXXI – ANTI-DISCRIMINATION

The Superintendent and the Association agree that there will be no discrimination of employees or in their training, assignment, promotion, transfer, or discipline because of race, creed, color, religion, national origin, political activities, sex, pregnancy, pregnancy-related condition, marital status, sexual orientation, gender identity, or participation in any teacher organization activities.

ARTICLE XXXII – PERSONNEL FILES

The District shall maintain, in one central location, a current cumulative personnel file for each member of the bargaining unit. Teachers will have the right, upon request and at reasonable times, to review the contents of their personnel file and to request copies of such contents and records as

concern his/her work and/or him/herself. Such review will be conducted in the presence of a member of the school administration or designee of the superintendent.

If any complaint is received by the administrator from a parent, pupil, or other individual concerning the work performance of any teacher, which complaint is to be the subject of disciplinary action or is to be placed in the teacher's personnel file, such complaint shall be promptly called to the attention of the teacher and the complainant identified. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has been notified that the material is being placed in his/her file. The teacher will have the right to submit a written answer to such material and his/her answer will be attached to the file copy.

When an oral reprimand is given to a teacher by an administrator, this reprimand will not occur in the presence of parents, pupils, or other employees.

ARTICLE XXXIII – DISCIPLINE

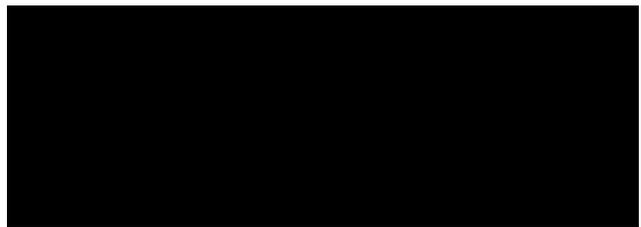
The Association recognizes the authority and responsibility of the Superintendent and/or Principal for disciplining or reprimanding a teacher for delinquency of professional performance. If any disciplinary action is to be taken against a teacher, he/she will be entitled, at his/her option, to have a representative present. No such disciplining or reprimanding will be made in the presence of persons not members of the administration or the School Committee or its attorneys unless that person is chosen by the teacher to be present. The Association will be notified of each instance and may attend if requested by the teacher.

ARTICLE XXXIV - DURATION

1. Except as otherwise specified, the provisions of this agreement will be effective August 25, 2019 and will remain and continue in effect until August 24, 2022.
2. The provisions of Appendix A (Salary Schedules I, II, & III) will become effective August 25, 2019 and remain in full force and effect until August 24, 2022.
3. Not later than October 1, 2021, the parties will enter into negotiations over a successor agreement.
4. Should no agreement be reached by August 25, 2022, this Agreement will, nevertheless, remain in full force and effect until a successor Agreement is reached.

SOUTHWICK-TOLLAND-
GRANVILLE REGIONAL SCHOOL
COMMITTEE

SOUTHWICK-TOLLAND-
GRANVILLE EDUCATION
ASSOCIATION



DATE: _____

DATE: _____

**SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT
APPENDIX A**

TEACHERS' SALARY TABLE — 2019-2020

2%	B	B15	M	M+30	M+45	2M/CAGS OR EQUIV.
1	44,180	45,395	46,545	47,843	49,800	51,736
2	46,215	47,287	48,483	49,833	51,877	52,883
3	47,942	49,253	50,500	51,911	54,038	55,085
4	49,938	51,307	52,609	54,074	56,293	57,379
5	52,019	53,451	54,800	56,324	58,636	59,771
6	54,567	55,865	57,083	58,676	61,078	62,262
7	57,019	58,758	59,461	61,120	63,623	64,854
8	59,178	60,789	61,938	63,665	66,272	67,556
9	61,503	63,179	64,907	66,318	69,034	70,374
10	64,943	66,693	67,455	69,466	72,296	73,315
11			71,165	72,199	75,139	76,746
12				76,120	79,193	79,764
13						84,030

TEACHERS' SALARY TABLE — 2020-2021

2.75%	B	B15	M	M+30	M+45	2M/CAGS OR EQUIV.
1	45,395	46,643	47,825	49,159	51,170	53,159
2	47,486	48,587	49,816	51,203	53,304	54,337
3	49,260	50,607	51,889	53,339	55,524	56,600
4	51,311	52,718	54,056	55,561	57,841	58,957
5	53,450	54,921	56,307	57,873	60,248	61,415
6	56,068	57,401	58,653	60,290	62,758	63,974
7	58,587	60,374	61,096	62,801	65,373	66,637
8	60,805	62,461	63,641	65,416	68,094	69,414
9	63,194	64,916	66,692	68,142	70,932	72,309
10	66,729	68,527	69,310	71,376	74,284	75,331
11			73,122	74,184	77,205	78,857
12				78,213	81,371	81,958
13						86,341

TEACHERS' SALARY TABLE — 2021-2022

3%	B	B15	M	M+30	M+45	2M/CAGS OR EQUIV.
1	46,757	48,042	49,260	50,634	52,705	54,754
2	48,911	50,045	51,310	52,739	54,903	55,967
3	50,738	52,125	53,446	54,939	57,190	58,298
4	52,850	54,300	55,678	57,228	59,576	60,726
5	55,054	56,569	57,996	59,609	62,055	63,257
6	57,750	59,123	60,413	62,099	64,641	65,893
7	60,345	62,185	62,929	64,685	67,334	68,636
8	62,629	64,335	65,550	67,378	70,137	71,496
9	65,090	66,863	68,693	70,186	73,060	74,478
10	68,731	70,583	71,389	73,517	76,513	77,591
11			75,316	76,410	79,521	81,223

NURSES' SALARY TABLE

	FY '20	FY '21	FY '22
	2%	2.75%	3%
Bachelor's Degree < 5 yrs.	55,280	56,800	58,504
Bachelor's Degree > 5 yrs.*	56,280	57,828	59,563
Master's Degree < 5 yrs.	56,261	57,808	59,542
Master's Degree > 5 yrs.*	57,261	58,836	60,601

*Step is reached after the completion of five (5) consecutive full-years of service as a School Nurse in the bargaining unit.

12	80,559	83,812	84,417
13			88,931

Effective September 1, 2013, Granville teachers will be placed on the salary schedule if the teacher’s current step placement would result in the same or additional compensation. If placement on the salary schedule would result in a lesser rate of compensation, said teacher will be red-circled at his/her current rate of compensation plus any applicable wage increases, unless or until placement on the schedule would result in the same or additional compensation.

Effective September 1, 2013, the school nurse leader shall receive a stipend of \$2,000 per year.

*The second step of the Nurse Salary Schedule above shall be reached after the completion of five (5) consecutive full years of service as a School Nurse in the bargaining unit.

Longevity Pay Table for Service in Southwick and Southwick-Tolland-Granville Schools to be divided among final five (5) checks each year after service of

	15-24	\$500
	25-30	\$800
	31-33	\$1,000
	34 or more years	\$1,300
Effective	15-24	\$600
August	25-30	\$900
25,	31-33	\$1,100
2020:	34 or more year	\$1,400

Rate for voluntary class coverage (ARTICLE XVI, 10)

Up to 30 minutes	\$10
Up to 60 minutes	\$15
Up to 90 minutes	\$20

Rate for non-required professional & curriculum development (ARTICLE XXVI, 3)

Effective August 25, 2019, \$30/hour for minimum of 4 hours

Masters plus 45 (MA+45) requires that at least 15 credits are:

1. In a planned program, or
2. Working toward a second masters of CAGS, or
3. Meeting state administration requirement, or
4. In the teacher’s major field of instruction

Teachers assigned to the Granville Village School shall be entitled to all of the benefits contained in the collective bargaining agreement between the Southwick-Tolland-Granville Regional School Committee and the Southwick-Tolland-Granville Education Association, Inc. effective September 1, 2013. Any benefits and/or other terms and conditions of employment contained in the prior collective bargaining agreement between the Granville School Committee and the Granville Teachers Association shall be null and void, except that any teacher who is currently receiving the \$1,500 longevity benefit during the 2012-2013 school year shall continue to receive said benefit (instead of the longevity benefit listed above) until said teachers separate employment with the District.

APPENDIX A-1 WAGE TABLE

Granville Professional Staff Salary Information

(Staff not listed are compensated according to the STGRSD Collective Bargaining Agreement - Appendix A)

	<u>FY '20</u>	<u>FY '21</u>	<u>FY '22</u>
L. Scorzafava	\$73,264	\$75,279	\$77,537

Any of the above teachers who are currently receiving the \$1,500 longevity benefit during the 2012-2013 school year shall continue to receive said benefit until said teachers separate from employment with the District.

AGREEMENT
BETWEEN
THE
**SOUTHWICK-TOLLAND-GRANVILLE
REGIONAL SCHOOL COMMITTEE**
AND THE
**SOUTHWICK-TOLLAND-GRANVILLE
EDUCATION ASSOCIATION, INC.**
AFFILIATED WITH THE
M.T.A. AND THE N.E.A.

AUGUST 25, 2019 TO AUGUST 24, 2022

Appendix B Revision By Subcommittee

December 1, 2020

APPENDIX B

SALARY DIFFERENTIALS

1. Separate salary agreements shall be initiated for all teacher salary differentials and athletic salary differential positions.
2. Method of payment for services referenced in Appendix B shall be made in accordance with established procedure unless a lump sum payment at the end of the contract period is requested by the employee. Clubs and activity advisors will be paid at the conclusion of the “season” with documentation to the principal of the meetings held and a summary of club activities. Seasonal athletic coaches will be paid at the end of the a athletic season.

In the event an individual does not complete the applicable time period/season associated with the particular stipend, the individual shall only be compensated for the prorated amount of time that was actually completed. If an individual has been paid more than said prorated amount, the individual shall reimburse the District in an amount equal to the overpayment.

3. If a new position is established, the Committee will negotiate with the Association over the appropriate salary for such position.
 - A. If there are any substantial changes in the duties of any existing position, the School Committee shall notify the Association of the intended changes. The Association must notify the School Committee within thirty (30) days of such notification its intent to negotiate possible modifications in the salary differentials and/or duties.
4. The Committee and the Association agree that the performance of the duties as provided below shall be voluntary and subject to the compensation as provided below. All positions shall be posted annually and all assignments for the performance of duties shall be for a period of one school year.
 - A. In the event a position is not filled or a teacher is not rehired for the following school year said teacher or the Association may appeal to the School Committee. Such appeal to be made fourteen (14) days from the date of notification that said position is not filled or the said teacher is not rehired. The School Committee’s decision shall be considered final and binding and shall not be subject to the arbitration procedure as outlined in this agreement.
5. The parties agree to create a Joint Labor Management Committee (JLMC) to review and/or modify the current schedules. Said JLMC shall consist of up to three (3) members chosen by the Association and up to the three (3) members chosen by the Committee and/or administration. The JLMC will provide its recommendations to the respective bargaining teams

APPENDIX B

The Nurse Leader stipend shall be \$2,500. The Nurse Leader stipend includes nurse sub-calling as a responsibility. Effective August 25, 2020 the Nurse Leader will be part of the Appendix B table.

The 504 Coordinators shall be removed from the bargaining unit effective August 25, 2020.

Athletic Director shall be removed from the bargaining unit effective August 25, 2020.

School	Position	2020/2021 Rate & 2021/2022 Rate
District	Emergency Management Planning	\$3,000.00
District	Mentor Coordinator	\$1,248.00
District	Mentor New Teacher	\$712.00
District	Nurse Leader	\$5,000.00
District	Special Ed Coordinator PreK	\$1,138.00
District	Special Ed Coordinator: Gr. 7-12	\$3,385.00
District	Special Ed. Coordinator: Gr. K-6	\$3,385.00
District	Title I Coordinator	\$3,000.00
District	Transition Coordinator (post secondary plans): Special Education	\$3,385.00
Woodland School	Activity Coordinator	\$724.00
Woodland School	Activity various (20 @ \$113)	\$118.00
Woodland School	Coordinator: Reading - ELA	\$1,552.00
Woodland School	Diversity Club	\$1,500.00
Woodland School	Drama Club Fall	\$672.00
Woodland School	Drama Club Spring	\$672.00
Woodland School	Student Assistance Team - Coordinator	\$1,138.00
Woodland School	Team Leader: Gr. 1	\$2,368.00
Woodland School	Team Leader: Gr. 2	\$2,368.00
Woodland School	Team Leader: Gr. K	\$2,368.00
Woodland School	Team Leader: Pre-K	\$2,368.00
Woodland School	Team Leader: Specials	\$2,368.00
Woodland School	Yearbook (filled only if PTO stops coordination)	\$TBD
Powder Mill	_Activity: Coordinator	\$724.00
Powder Mill	_Activity: various (20 @\$118)	\$118.00
Powder Mill	_Intramural: Coordinator	\$724.00
Powder Mill	_Intramural: various (12 @\$118)	\$118.00
Powder Mill	Band PM Director	\$417.00
Powder Mill	Band PM Summer	\$460.00
Powder Mill	Coordinator: Reading	\$1,552.00
Powder Mill	Diversity Council Advisor	\$1,500.00
Powder Mill	Drama Club Fall	\$672.00
Powder Mill	Drama Club Spring	\$672.00
Powder Mill	Glee Club	\$392.00
Powder Mill	Student Council Advisor	\$336.00
Powder Mill	Team Leader: Gr. 3	\$2,368.00
Powder Mill	Team Leader: Gr. 4	\$2,368.00
Powder Mill	Team Leader: Gr. 5	\$2,368.00
Powder Mill	Team Leader: Gr. 6	\$2,368.00
Powder Mill	Team Leader: Specials	\$2,368.00
Powder Mill	Yearbook (filled only if PTO stops coordination)	\$TBD
Southwick Regional School	“As Schools Match Wits” Advisor	\$1,373.00
Southwick Regional School	Art/Graphics Club	\$460.00
Southwick Regional School	AV Coordinator: SRS	\$3,188.00

School	Position	2020/2021 Rate & 2021/2022 Rate
Southwick Regional School	Band: HS Director	\$1,343.00
Southwick Regional School	Band: HS Stage/Jazz	\$1,175.00
Southwick Regional School	Band: HS Summer	\$560.00
Southwick Regional School	Chess Club	\$460.00
Southwick Regional School	Choreographer: Spring Musical	\$1,122.00
Southwick Regional School	Class Advisor: (9) Freshman	\$460.00
Southwick Regional School	Class Advisor: (9) Freshman	\$460.00
Southwick Regional School	Class Advisor: (10) Sophomore	\$541.00
Southwick Regional School	Class Advisor: (10) Sophomore	\$541.00
Southwick Regional School	Class Advisor: (11) Junior	\$806.00
Southwick Regional School	Class Advisor: (11) Junior	\$806.00
Southwick Regional School	Class Advisor: (12) Senior	\$917.00
Southwick Regional School	Class Advisor: (12) Senior	\$917.00
Southwick Regional School	Conservation Club	\$1,543.00
Southwick Regional School	Debate Team Advisor	\$1,322.00
Southwick Regional School	Debate Team Judge	\$527.00
Southwick Regional School	Department Chair: ELA	\$4,625.00
Southwick Regional School	Department Chair: Fine and Applied Arts	\$4,625.00
Southwick Regional School	Department Chair: Guidance Director	\$4,625.00
Southwick Regional School	Department Chair: Math	\$4,625.00
Southwick Regional School	Department Chair: PE/Health/Foods	\$3,694.00
Southwick Regional School	Department Chair: Science	\$4,625.00
Southwick Regional School	Department Chair: Social Studies	\$4,625.00
Southwick Regional School	Department Chair: Special Education	\$3,694.00
Southwick Regional School	Department Chair: World Language	\$3,694.00
Southwick Regional School	Diversity Club	\$1,500.00
Southwick Regional School	Drama Club Advisor	\$963.00
Southwick Regional School	E-Sports Team Fall Season	\$460.00
Southwick Regional School	E-Sports Team Spring Season	\$460.00
Southwick Regional School	Future Problem Solving Club	\$460.00
Southwick Regional School	Gender Sexuality Alliance Club (formerly Gay Straight Alliance Club)	\$460.00
Southwick Regional School	Girls Who Code (Coding Club): Fall	\$460.00
Southwick Regional School	Girls Who Code (Coding Club): Spring	\$460.00
Southwick Regional School	Health Careers	\$963.00
Southwick Regional School	Historical Game Club	\$690.00
Southwick Regional School	Homework Help Advisor (7-8)	\$919.00
Southwick Regional School	Interact Club (service focus Rotary Club link)	\$460.00
Southwick Regional School	Magic- The Gathering Club (similar games)	\$690.00
Southwick Regional School	Math Team	\$230.00
Southwick Regional School	Math Team	\$230.00
Southwick Regional School	Mock Trial Advisor	\$1,373.00
Southwick Regional School	Model Congress Advisor	\$963.00
Southwick Regional School	Music Director: Spring Musical	\$2,238.00
Southwick Regional School	Musical Director: Spring Musical	\$2,238.00
Southwick Regional School	National Honor Society Advisor	\$963.00
Southwick Regional School	NEASC Coordinator HS (filled only during review cycle)	\$TBD\$
Southwick Regional School	New Horizons	\$460.00
Southwick Regional School	Renaissance Club	\$1,543.00
Southwick Regional School	Robotics Advisor	\$1,551.00
Southwick Regional School	SADD Club	\$963.00
Southwick Regional School	School Woodworking Club	\$460.00
Southwick Regional School	SRS Student Ambassador Advisor	\$460.00
Southwick Regional School	Stage Craft Director: Full Year	\$963.00

School	Position	2020/2021 Rate & 2021/2022 Rate
Southwick Regional School	Stage Director for Fall Play	\$1,679.00
Southwick Regional School	Student Council Advisor (7-8)	\$460.00
Southwick Regional School	Student Council Advisor (9-12)	\$1,343.00
Southwick Regional School	Table Tennis Club	\$460.00
Southwick Regional School	Talent Show Coordinator	\$1,229.00
Southwick Regional School	Team Leader: (7-8) Atlantis	\$2,368.00
Southwick Regional School	Team Leader: (7-8) Avalon	\$2,368.00
Southwick Regional School	Team Leader: (7-8) Olympus	\$2,368.00
Southwick Regional School	VHS Coordinator	\$3,111.00
Southwick Regional School	World Language Club 1 - replace French&Spanish Clubs	\$309.00
Southwick Regional School	World Language Club 2 - replace French&Spanish Clubs	\$309.00
Southwick Regional School	Year Book Advisor	\$2,468.00

APPENDIX B

ATHLETIC SALARY DIFFERENTIALS

A. Athletic coaching salaries will be based on the following eight (8) criteria:

1. Hours and time of day involved, to include total hours necessary to prepare and conduct the activity, including number of contests.
2. Number of students included — to include the average number of students in the activity.
3. Weekend and vacation time involved — to indicate premium time necessary for supervision of the activity.
4. Crowd/spectator reaction, public interest and involvement — to indicate the degree or effect of activity performance on spectators and reflection on the coach.
5. Injury element — to indicate significance of injury responsibility for the coach.
6. Indoor and outdoor environmental factors — to indicate these factors in relation to the coach's administration, including travel to and from the activity.
7. Travel, bus supervision — to consider the amount of bus travel and supervision of students involved in the activity.
8. Equipment, including care and inventory.

B. Athletics: Assistant experience counts as one-half on varsity salary levels when advancing to a head coaching position.

C. Athletics: The School Committee may place a new coach at whatever level they deem necessary on the coaching salary schedule.

D. Athletics: Advancement from one salary level to another salary level must be with the recommendation of the Superintendent, Principal, Athletic Director and upon approval of the School Committee.

E. Powder Mill and Woodland School Activity Program

1. Programs for Grades preK-6.

Scheduling of activities can take place throughout the school year.

2. Staff for activities and intramurals will be hired for a session. A session consists of four (4) to six (6) days with daily participation to be a minimum of one (1) hour and fifteen (15) minutes.

5. Coordinator: Responsible to Principal — Overall responsibility for organization of total intramural program.

- a. Coordinate intramural schedule with interscholastic schedule.
- b. Responsible for development and organization of total intramural program
- c. The coordinator may also be an activity/intramural leader but principals approve the activity and the staffing.

ATHLETIC SALARY DIFFERENTIALS

SPORT(S)	STEPS	Rates for 2019/2020			2020/2021 Rates & 2021/2022 Rates		
		Varsity	Junior Varsity (67% varsity)	Assistant Coach Paid by District	Varsity	Junior Varsity (67% varsity)	Assistant Coach Paid by District
Basketball	L1	\$3,817.00	\$2,557.00	NO	\$3,970.00	\$2,660.00	NO
Ice Hockey	L2/3	\$4,358.00	\$2,920.00	NO	\$4,532.00	\$3,036.00	NO
	L4/5	\$4,810.00	\$3,223.00	NO	\$5,002.00	\$3,351.00	NO
	L6/7	\$5,004.00	\$3,353.00	NO	\$5,204.00	\$3,487.00	NO
	L8	\$5,509.00	\$3,691.00	NO	\$5,729.00	\$3,838.00	NO
Soccer	L1	\$2,705.00	\$1,812.00	NO	\$2,813.00	\$1,885.00	NO
Field Hockey	L2/3	\$3,242.00	\$2,172.00	NO	\$3,372.00	\$2,259.00	NO
Baseball	L4/5	\$3,488.00	\$2,337.00	NO	\$3,628.00	\$2,431.00	NO
Softball	L6/7	\$3,698.00	\$2,478.00	NO	\$3,846.00	\$2,577.00	NO
Volleyball	L8	\$4,219.00	\$2,827.00	NO	\$4,388.00	\$2,940.00	NO
Wrestling							
Track	L1	\$2,436.00	NA	\$1,632.00	\$2,533.00	NA	\$1,697.00
	L2/3	\$2,937.00	NA	\$1,968.00	\$3,054.00	NA	\$2,046.00
	L4/5	\$3,238.00	NA	\$2,169.00	\$3,368.00	NA	\$2,257.00
	L6/7	\$3,426.00	NA	\$2,295.00	\$3,563.00	NA	\$2,387.00
	L8	\$3,810.00	NA	\$2,553.00	\$3,962.00	NA	\$2,655.00
Cross Country	L1	\$1,942.00	\$1,301.00	NO	\$2,020.00	\$1,353.00	NO
Alpine Skiing	L2/3	\$2,328.00	\$1,560.00	NO	\$2,421.00	\$1,622.00	NO
Cheerleaders	L4/5	\$2,534.00	\$1,698.00	NO	\$2,635.00	\$1,765.00	NO
Strength&Conditioning	L6/7	\$2,720.00	\$1,822.00	NO	\$2,829.00	\$1,895.00	NO
	L8	\$3,029.00	\$2,029.00	NO	\$3,150.00	\$2,111.00	NO
Golf	L1	\$1,598.00	\$1,071.00	NO	\$1,662.00	\$1,114.00	NO
Unified Basketball	L2/3	\$1,919.00	\$1,286.00	NO	\$1,996.00	\$1,337.00	NO
Unified Track	L4/5	\$2,080.00	\$1,394.00	NO	\$2,163.00	\$1,449.00	NO
	L6/7	\$2,238.00	\$1,499.00	NO	\$2,328.00	\$1,560.00	NO
	L8	\$2,491.00	\$1,669.00	NO	\$2,591.00	\$1,736.00	NO

Dual Assistant Coaches: 80% of Varsity Rate
 Assistant Coaches: 67% of Varsity Rate
 Freshman Coaches: 60% of Varsity Rate
 Powder Mill Coaches: 50% of Varsity Rate

SOUTHWICK-TOLLAND-GRANVILLE REGIONAL SCHOOL DISTRICT

JOB DESCRIPTION

TITLE: DEPARTMENT CHAIRPERSON

QUALIFICATIONS: 1. Certification and experience teaching in subject area.
2. Such alternative to the above qualifications as the School Committee may find appropriate and acceptable.

REPORTS TO: Building Principal

JOB GOAL: To promote effective use of departmental personnel and resources.

PERFORMANCE

RESPONSIBILITIES: 1. Plan, schedule, and conduct department meetings.
2. Submit a copy of agenda and minutes of meetings.
3. Supervise, investigate and recommend the selection of new textbooks and supplementary materials.
4. Maintain current textbook/supply/equipment inventories.
5. Prepare a department budget and justifications for school committee approval.
6. Unpack, inventory, and store new equipment, books and supplies; expedite purchase orders; prior to the start of the school year and as required throughout the year.
7. Interview teacher candidates.
8. Assist principal with teacher/course assignments.
9. Handle department mail and correspondence.
10. Collect, review and submit final examinations.
11. Maintain department records.
12. Oversee the selection of candidates and appropriate awards for senior award recipients.
13. Supervise the distribution of supplies and coordinate the use of equipment within the department.
14. Foster professional growth within the department.
15. Advise the principal.

GENERAL INFORMATION

1. Department Chairs will not have a homeroom and will teach three (3) courses each semester.
2. The administration will make every effort to provide release time, as necessary, for mentoring new/substitute teachers or other important functions.

TERMS OF EMPLOYMENT: School year

SALARY: Per negotiated contract

EVALUATION: Annual reappointment by the Principal.

APPENDIX C

TEACHER EVALUATION

Wilson



SOUTHWICK TOLLAND GRANVILLE REGIONAL SCHOOL DISTRICT

Teacher and Caseload Educator Evaluation Instrument

Negotiated 6/13/12

Teacher and Caseload Educator Contract Language

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(1) **Purpose of Educator Evaluation**

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level 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.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers 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 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***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 a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

- L) ***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 teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - 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 may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***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
- 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 attainment of 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. Teachers may include, for example, classroom teachers, 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 shall be used in evaluating each Educator:

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

- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice 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 districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

(5) Evaluation Cycle: Training

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

(6) Evaluation Cycle: Annual Orientation

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

- iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

(7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

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

(8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

(9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.

(10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

(11) **Observations**

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

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

A) **Unannounced Observations**

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

B) **Announced Observations**

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

of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

- (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (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 his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

(12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, 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) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

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

(13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change; and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

(14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) 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.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

(15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

(16) **Educator Plans: Developing Educator Plan**

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

(17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

(18) **Educator Plans: Directed Growth Plan**

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

(19) **Educator Plans: Improvement Plan**

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

the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
- iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

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

H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

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

- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

Timelines for Educator Evaluation Plans - DRAFT

Training for all staff by Nov 1, 2012 or within 3 months of hire (may be videotaped) Notification to Educator of name of Evaluator *at the outset of each new cycle*

Developing Educator Plan – for all educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments	Self-Directed Growth Plan PTS on Two Year Plan //One Year Plan	Directed Growth Plan PTS overall rating is needs improvement	Improvement Plan PTS overall rating is unsatisfactory	FORMS ²
Activity:	Completed By:			
Meeting for Educators conducted by Supt principal or designee	Start of each school year	Start of each school year		
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15	September 15	September 15	
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1			Educator -- Self-Assessment Part 1 and 2 Goal Setting Form
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15	October 15		Educator Plan Form Stud Learning Goal and Prof Practice Goal
Evaluator completes Educator Plans	November 1			
Evaluator should complete first observation of each Educator	November 15	November 15		Record of Evidence Form
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment report date established by Evaluator	January 5*	June 1 of Year 1 // Feb 1		Educator Collection of Evidence Form
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1	June 1 of Year 1 // Feb 15		Formative Assessment /Formative Evaluation Report Form
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15	June 1 of Year 1		
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) **or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20*	April 20		Summative Evaluation Report Form
Evaluator completes Summative Evaluation Report	May 15	May 15 of Year 2	At least annually and in no case later than June 10 th	
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1	June 1 of Year 2		All determinations must be made no later than June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10	June 10 of Year 2		
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15	June 15 of Year 2		

¹ Educators on Plans of Less than One Year -- The timeline for educators on plans of less than one year will be established in the Educator Plan

² Educator Tracking Sheet is used to track the completion of each step throughout the educator's evaluation process. It will be completed by the educator in conjunction with his/her primary (and possibly supervising) evaluator.

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24. Using Staff feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being

placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.

- C) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

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

Appendix

Teacher and Caseload Educator Contract

June 13, 2012

Memorandum of Understanding

Page 4 # 2 Definitions

E) **District Determined Measures** At least two-district-determined measures of student learning 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. District determined measures will be decided in the spring of 2012-2013 school year. In areas where there are no district determined measures, staff will be encouraged to adapt team and individual goals.

S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with permission of the Educator in year one. The parties agree to bargain the protocols of video observations, in year two, should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article

Page 11 # 8 Evaluation Cycle: Goal Setting and Development of the Educator Plan –

A) There is an understanding that there will be one professional practice goal and one student learning goal

Page 11 # 9 Evaluation Cycle: Year 1 (2012-2013)

Woodland Elementary, Powder Mill Middle and High School:

- a. Educators on a Professional Performance Report will be placed on a Two-Year Self-Directed Growth Plan
- b. Educators who are scheduled for a full evaluation in 2011-2012 will be placed on a One-Year Self-Directed Growth Plan
- c. Educators without PTS will be placed on a One-Year Developing Educator Plan
- d. Educators who have indicated they will retire at the end of the 2013 school year will be placed on a One-Year Self-Directed Growth Plan

Granville:

- a. Granville educators who are on an off year will be placed on a One-Year Self-Directed Growth Plan
- b. Educators evaluated in the current year (2011-2012) will be placed on a Two-Year Self-Directed Growth Plan

Page 12 # 11 Observations

A) **Unannounced observations**

Administrators shall provide written feedback in 3-5 sentences for walkthroughs in the OASYS system. If both parties do not agree with the information, then the educator may provide additional artifacts to be reviewed for clarification.

A printed copy of the summative evaluation should be placed in the educators file as well as any rebuttals to the evaluation.

Every effort will be made to have face-to-face meetings to deliver summative evaluations and educator school mailboxes will be avoided at all costs.

Email is an acceptable form of communication.

The My Learning Plan OASYS system is a web based online educator evaluation and appraisal management system through My Learning Plan's website, located at www.MyLearningPlan.com. This system will be used to track, manage and report on the educator evaluation process. (Please note, forms will not always be exact replicas of the paper forms, but all attempts are made to preserve the intent of the form.)

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 \(DESE\)](http://www.mass.gov/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

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

APPENDIX D
SOUTHWICK-TOLLAND-GRANVILLE
REGIONAL SCHOOL DISTRICT
DRUG-FREE WORKPLACE POLICY

1. The School Committee hereby notifies employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Southwick-Tolland-Granville Regional School District. Violation of such prohibition can lead to dismissal.
2. An ongoing drug-free awareness program is established to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Southwick-Tolland-Granville Regional School District’s policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. As a condition of continuing employment on a grant, employees will:
 - Abide by the terms of this policy; and
 - Notify the Southwick-Tolland-Granville Regional School District in writing of any criminal drug statute conviction for a violation occurring in the workplace (e.g., Southwick-Tolland-Granville Regional School District) no later than five (5) calendar days after such conviction.
4. The Southwick-Tolland-Granville Regional School District will notify the agency granting funds to the Southwick-Tolland-Granville Regional School District, in writing, within ten (10) calendar days after receiving notice under sub-paragraph (3) from an employee or otherwise receiving actual notice of such conviction.
5. The Southwick-Tolland-Granville Regional School District will take one of the following actions, within thirty (30) calendar days of receiving notice under sub-paragraph(3), with respect to any employee who is convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination; or
 - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by the federal, state or local health, law enforcement or other appropriate agency.
6. Each employee engaged in the performance of a grant is given a copy of this policy annually.

This is to certify that I have received and read the Drug-Free Workplace Policy adopted by the Southwick-Tolland-Granville Regional School District. I understand that this acknowledgement and agreement are required as condition of continued employment.

Name of Employee

Date

EMPLOYEE CONVICTION / DISPOSITION REPORT

BY LAW, THIS REPORT MUST BE FILED WITH THE SUPERINTENDENT OF SCHOOLS NO LATER THAN FIVE (5) DAYS FOLLOWING ANY CONVICTION (INCLUDING PLEAS OF GUILTY, NOLO CONTENDERE, OR ANY OTHER DISPOSITION) WHICH DOES NOT RESULT IN AN ACQUITTAL OF VIOLATING A CRIMINAL DRUG STATUTE ARISING FROM WORKPLACE CONDUCT. FAILURE TO SO REPORT TO THE SUPERINTENDENT WITHIN FIVE (5) DAYS MAKES YOU LIABLE TO DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION.

EMPLOYEE NAME: _____

SCHOOL: _____

POSITION: _____ **DATE HIRED:** _____

I hereby report that I was convicted of, or plead guilty to nolo contendere to, the following violation of a criminal drug statute arising from workplace conduct. (Describe violation, when and where it happened):

This conviction/disposition was entered in the following court at the date shown.

COURT: _____ **DATE:** _____

TODAY'S DATE: _____

I understand that within thirty (30) days of today's date, the Southwick Tolland Regional School District must either discipline me, including the possibility of terminating me, or refer me for participation in an authorized drug abuse assistance or rehabilitation program. If referred, and accepted by me, I must satisfactorily take part in the program to continue my employment in the Regional School District.

_____ **DISCIPLINARY ACTION** _____ **DRUG ABUSE ASSISTANCE OR REHABILITATION PROGRAM**

SIGNATURE

DATE

APPENDIX E

NURSE EVALUATION



**SOUTHWICK-TOLLAND-GRANVILLE
REGIONAL SCHOOL DISTRICT
SCHOOL NURSE PERFORMANCE EVALUATION**

Name: _____

School: _____

Date of Evaluation: _____

This tool is based on the Standards of School Nursing Professional Performance, as developed by the National Association of School Nurses, and is a reflection of the Southwick-Tolland-Granville Regional School Districts School Nurse Job Description. Ratings are based on the nurse’s Professional Development Plan, evaluation by school principals and by direct observation of nurses by the Director of Health Services. Such observations may include: scheduled and unscheduled visits to health offices, attendance and participation during meetings and professional development days, and staff and student educational offerings given by nurses.

Key: 3= Exceeds expectations 2 = Satisfactory 1= Needs improvement N/A = Not observed

Standard I. Quality of Care: *The school nurse systematically evaluates the quality and effectiveness of school nursing practice.*

Participates in department Continuous Quality Improvement projects 3 2 1 N/A

Uses data collection to plan and evaluate the school health program. 3 2 1 N/A

Standard II. Performance Appraisal: *The school nurse evaluates one’s own nursing practice in relation to professional practice standards and relevant statutes, regulations, and policies.*

Practice is guided by the ANA Code for Nurses and the MA Nurse Practice Act. 3 2 1 N/A

Uses a systematic approach to problem-solving in nursing practice (assessment, diagnosis, identify outcomes, plan, implement, evaluate). 3 2 1 N/A

Is punctual and maintains satisfactory attendance. 3 2 1 N/A
Standard III. Education: *The school nurse acquires and maintains current knowledge and competency in school nursing practice.*

Utilizes a distinct clinical knowledge base for decision-making in nursing practice. 3 2 1 N/A

Participates in professional development programs to increase knowledge, update skills, and maintain certification. 3 2 1 N/A

Demonstrates knowledge of an ability to administer and document medications appropriately, in keeping with state and school policy on the administration of medication in the school. 3 2 1 N/A

Attends committee meetings and conferences regarding health services and/or health curriculum. 3 2 1 N/A

Standard IV. Collegiality: *The school nurse interacts with and contributes to the professional development of peers and school personnel as colleagues.*

Works cooperatively with other school staff to promote a positive work environment. 3 2 1 N/A

Interacts with nursing and interdisciplinary colleagues to enhance professional practice and health care of students. 3 2 1 N/A

Attends faculty meetings / nurse staff meetings as directed by the administration as per contract. 3 2 1 N/A

Standard V. Ethics: *The School nurse's decisions and actions on behalf of clients are determined in an ethical manner.*

Maintains the strictest standards of confidentiality within legal, regulatory and ethical parameters. 3 2 1 N/A

Delivers care in a nonjudgmental and nondiscriminatory manner that is sensitive to student diversity in the school community. 3 2 1 N/A

Delivers care in a manner that promotes and preserves student and family autonomy, dignity and rights. 3 2 1 N/A

Understands the legal and moral responsibilities of the nursing profession and demonstrates the ability to learn from experience and supervision. 3 2 1 N/A

Standard VI. Collaboration: *The school nurse collaborates with the student, family, school staff, community and other providers in providing student care.*

Collaborates with appropriate personnel in the formation of health policies, goals, and objectives of the school department. 3 2 1 N/A

Collaborates with community agencies and providers to assure continuity of service and care. 3 2 1 N/A

Participates on the School Health Advisory Committee and Building Crisis
 SEA/STGRSD 2019 – 2022
 Contract

Team.

3 2 1 N/A

Advises on modification of the educational program to meet the health needs of the individual student through the Chapter 766 Process.	3	2	1	N/A
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Standard VII. Research: *The school nurse promotes use of research findings in school nursing practice.*

Identifies issues of concern, patterns of health/illness, function/disability, utilization of services or other phenomena as potential research questions.	3	2	1	N/A
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Collaborates with researchers from outside institutions whose research aims have legitimate health or educational purposes.	3	2	1	N/A
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Standard VIII. Resource Utilization: *The school nurse considers factors related to safety, effectiveness, and cost when planning and delivering care.*

Observes school facilities and recommends modifications necessary to maintain optimum health and safety of students and school personnel.	3	2	1	N/A
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Promotes positive safety practices both within and outside of school buildings and participates in the development of a school emergency plan.	3	2	1	N/A
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Contributes to the planning and maintaining of individual health office budget, including inventory and ordering of supplies.	3	2	1	N/A
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Standard IX. Communication: *The school nurse uses effective written, verbal, and nonverbal communication skills.*

Prepares and submits required reports in a timely manner.	3	2	1	NA
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Demonstrates knowledge of the district’s philosophy and mission, the kind and nature of its curricular and extracurricular activities and its programs and special services.	3	2	1	N/A
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Demonstrates knowledge of the roles of other school professionals and adjunct personnel.	3	2	1	N/A
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Communicates effectively with school personnel about adaptations to the comprehensive school program and school environment and/or interventions required for students to meet their individual health needs and/or learning needs.	3	2	1	N/A
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Keeps substitute folder up to date and individualized health care plans, medication plans, and emergency plans are easily accessible.	3	2	1	N/A
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Interprets school health regulations to families and school personnel.	3	2	1	N/A
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Communicates with students in an age-appropriate manner and with parents and school staff in a clear, sensitive and understandable manner.	3	2	1	N/A
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Standard X. Program Management: *The school nurse manages school health services.*

Organizes, carries out and reports on mandated health screening programs and does follow-up and makes appropriate referrals for vision, hearing and scoliosis failures.	3	2	1	N/A
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Assumes the responsibility for the initiation of the student health record and maintains an accurate health record on each student.	3	2	1	N/A
Screens all students to ensure compliance with immunization laws and makes recommendations for exclusion of students in noncompliance.	3	2	1	N/A
Assess and evaluates a student's health and the possible impact of health problems on a student's educational progress.	3	2	1	N/A
Develops and implements Individual Health Care Plans for students with significant health problems.	3	2	1	N/A
Assumes a leadership role in the identification of students with health needs that interfere with effective learning.	3	2	1	N/A
Maintains first aid supplies and equipment in an appropriate location.	3	2	1	N/A
Provides first aid and illness assessment/care to students and staff; documents such care; completes incident reports; maintains a computerized log of health office visits.	3	2	1	N/A
Provides counseling and crisis intervention when required, e.g., adolescent pregnancy, substance abuse, death; responds to child neglect or abuse issues (as required by MA statute).	3	2	1	N/A
Performs skilled nursing procedures as necessary in a safe, competent and efficient manner.	3	2	1	N/A
Supervises others in the performance of skilled nursing procedures where permitted by state and local law and state Nurse Practice Act.	3	2	1	N/A
Orients and supervises LPN, health assistants, substitute nurses, and volunteers involved in health services delivery.	3	2	1	N/A
<i>Standard XI. Health Education: The school nurse assists students, families, school staff, and community to achieve optimal levels of wellness through appropriately designed and delivered health education.</i>				
Serves as a health consultant and resource person for the classroom teacher and conducts health related classes when requested.	3	2	1	N/A
Acts as a professional, clinical resource to students, parents, staff and school administrators in matter pertaining to health.	3	2	1	N/A
May provide or assist in the development of, in-service programs for school staff on first aid, emergency care procedures, disease prevention and other current health issues.	3	2	1	N/A

Observations:

Commendations:

Recommendations:

Nurse's Signature

Date

Director of Health Services Signature

Date