

**Agreement Between**

**SHAWSHEEN VALLEY REGIONAL SCHOOL DISTRICT**

**and**

**SHAWSHEEN TEACHERS' ASSOCIATION**

**September 2020 - August 2023**

Preamble .....	1
I Recognition .....	1
II No Discrimination .....	2
III Rights of Committee .....	3
IV Rights of Association .....	3
V Tax Sheltered Annuities .....	5
VI Professional Responsibilities .....	6
VII Professional Development/Professional Improvement.....	7
VIII Teaching Assignment.....	11
IX Teacher Evaluation .....	13
X Professional Consultations .....	21
XI Promotions - Vacancies – Transfers .....	22
XII General .....	24
XIII Reduction in Staff .....	26
XIV Use of School Facilities .....	29
XV Teachers’ Legal Assistance .....	30
XVI School Nurse .....	30
XVII Extra-Duty Stipend Positions.....	30
XVIII Salaries .....	33
XIX Fringe Benefits .....	35
XX Sick Leave .....	37
XXI Personal Leave .....	42
XXII Sabbatical Leave .....	43
XXIII Extended Leave .....	44
XXIV Extra-Curricular Activities.....	44
XXV Maternity Leave .....	45
XXVI Grievance Procedures .....	46
XXVII Arbitration .....	48
XXVIII Continuity of Operations .....	49
XXIX Severance of Provisions .....	49
XXX Precedence of Laws and Regulations .....	50
XXXI Coaching .....	50
XXXII Night School Director .....	50
XXXIII Teacher Mentoring.....	51
XXXIV Early Retirement Incentive .....	51
XXXV Duration .....	52
Salary Schedules	
<u>2020/2021</u> (A).....	53
<u>2021/2022</u> (B).....	54
<u>2022/2023</u> (C).....	55
Nurse (D).....	56
Advisors (E, F,G).....	57
Coaches (H, I, J).....	58

Teacher Evaluations .....	59
Collection of Evidence Form / Teacher Rubric.....	60
Collection of Evidence Form / SISP Rubric .....	63
Educator Plan Form .....	66
Formative Evaluation Report.....	70
Goal Setting Form.....	78
Observation Form (Announced) – SISP Rubric .....	82
Observation Form (Announced) – Teacher Rubric .....	87
Observation Form (Unannounced) – SISP Rubric .....	92
Observation Form (Unannounced) – Teacher Rubric .....	97
Self-Assessment Form.....	102
Summative Evaluation Report .....	105
Educator Response Form .....	114
Guide to Teacher Rubric.....	117
Structure of the SISP Rubric.....	134

## AGREEMENT

### **PREAMBLE**

AGREEMENT made this 28th day of April, 2020 by the Shawsheen Valley Regional Vocational Technical School District Committee, hereinafter called the “Committee”, and the Shawsheen Teachers’ Association, an unincorporated association located in the Town of Billerica, hereinafter referred to as the “Association”, that

WHEREAS the prime purpose of said Committee is to provide education of the highest possible quality for the children of Shawsheen Valley Regional Vocational Technical High School (the “School”) and the morale within the Teaching Staff of said School is essential to achievement of that purpose;

WHEREAS the said Committee duly elected by the registered voters of Bedford, Billerica, Burlington, Tewksbury, and Wilmington has the final responsibility for establishing the educational policies for the school;

WHEREAS the Superintendent-Director has the responsibility for carrying out the policies so established;

WHEREAS the Teaching Staff of the School has the responsibility for providing in the classroom of said School, education of the highest possible quality consistent with the policy of the said Committee; and

WHEREAS fulfillment of these respective responsibilities mentioned above can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent-Director and the Teaching Staff in the formulation and application for policies relating to wages, hours, and other conditions for employment for the Teaching Staff, now, therefore, in witness thereof to give effect to their declarations and in consideration for their mutual promises the parties agree as follows:

### **I RECOGNITION**

**1.1** All full-time and part-time classroom, shop, lab, and physical education teachers of the School in the regular day program, including guidance counselors, social workers, school

psychologist, instructional technologists, librarians, nurses, coaches, school adjustment counselor and evaluation team leader, but excluding all other employees, namely: Superintendent-Director, Assistant Superintendent(s), Principal(s) and Assistant Principal(s), Director(s) of Academic, Vocational or Technical Programs, Director of Special Education (Support Services), Director of Guidance, Director(s) of Digital Learning and/or Information Technology, IT managers and support technicians, clerical employees, custodial and maintenance employees, school doctor, cafeteria personnel, and other part-time personnel. Coaches, adult education teachers, summer school teachers, and teachers on federal and/or state grants who are not teachers employed by the Committee are not covered.

Unless otherwise indicated, the employees of the above unit will be referred to as “teachers”, and reference to teachers will include both male and female.

**1.2** The Committee agrees not to negotiate with any teachers’ organization, teacher, or group of teachers, other than that designated as the exclusive bargaining agent pursuant to Chapter 150E with regard to wages, hours, and conditions of employment of teachers covered by this Agreement.

This Agreement is a complete agreement between the parties for the term hereof covering all mandatory subjects of bargaining.

All matters not dealt with herein shall be treated as having been brought up and discussed and disposed of and the Committee shall be under no obligation to negotiate with the Association any modifications or additions to the Agreement which are to be effective during the term thereof.

In the event any changes are mutually agreed to between the Committee and the Association, on a voluntary basis, they will be reduced to writing, signed by the Committee and the Association representatives and become addenda to this Agreement.

**1.3** The private and personal life of a teacher is not within appropriate concern or attention of the Committee except as it interferes with the normal School program, or the operations of the School District.

## **II NO DISCRIMINATION**

The parties are mindful of their responsibilities under Federal or State laws and regulations against discrimination, and accordingly the School District and the Association each agrees that it will not discriminate against any person because of race, color, religion, national origin, age, gender, sexual orientation or handicap in violation of such laws and regulations.

## **III RIGHTS OF COMMITTEE**

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. It is acknowledged that as elected representatives of the citizens of Bedford, Billerica, Burlington, Tewksbury, and Wilmington, the Committee has the final responsibility for establishing educational policies and allocating resources for the School and further responsibility for the efficient and economical operation of the School system.

Nothing in the Agreement shall be deemed to derogate or impair the powers, rights, or duties conferred upon the School District by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of the Agreement.

As to every matter not expressly covered by this Agreement, and Except as expressly or directly modified by clear language in a specific provision of this Agreement, the School District retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

#### **IV RIGHTS OF ASSOCIATION**

**4.1** There shall be no discrimination, interference, restraint, or coercion by the School District, the Association or their respective agents against any teacher because of membership or non-membership in the Association.

The services of the Association in its capacity of bargaining agent will be available to all teachers in the unit covered by this Agreement who are eligible for membership. Although membership in the Association is encouraged, no professional employee shall be required to join the Association to obtain such services.

However, every teacher if and when not a member of good standing of the Association, shall pay or, by payroll deduction, have paid to the Association, an agency fee of an amount equal to fifty (50%) of its annual dues. Teachers failing to meet the requirements of this paragraph by December 1 of each school year shall be suspended without pay for three (3) school days each school year.

**4.2** The School District agrees to deduct from the salaries of teachers who have on file with the School District an executed current Dues Deduction Authorization Card (which may remain in effect from year to year), in the form set out below, dues as set forth by the Shawsheen Teachers' Association, and to transmit the monies deducted to the Shawsheen Teachers' Association Treasurer. Teacher Authorizations shall be in writing in the form set forth below.

Dues Deduction Authorization Card

Name \_\_\_\_\_

Address \_\_\_\_\_

I hereby request and authorize the School Committee of the Shawsheen Valley Regional Vocational/Technical School District to deduct from my earnings and to transmit to the Treasurer of the Shawsheen Teachers' Association such amounts as are necessary to provide for regular payment of the annual membership dues as set forth by the Shawsheen Teachers' Association, in equal deductions for amounts earned in each payroll period from October through June. If I cease employment during a school year, the balance of my annual membership dues shall be deducted from the final paycheck. I may withdraw this authorization by giving at least sixty (60) days' notice in writing of such withdrawal to the School Committee named above. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve said Committee, and any or all officers of the Committee from any liability therefore.

Teacher's Signature \_\_\_\_\_

Date \_\_\_\_\_

The specific amount of the current dues of each of said associations shall be certified to the Committee by the Association Treasurer on or before September 15 of each year. The District Treasurer will submit the amounts deducted to the Association Treasurer within thirty (30) days after the issuance of the paycheck from which the deductions were taken. The District Treasurer will submit such amounts to the Association Treasurer by mail addressed to Treasurer, Shawsheen Teachers' Association, 100 Cook Street, Billerica, MA 01821. The provisions of this Section shall be subject to the requirements of Sections 17C of Chapter 180 of the General Laws including the requirements that the District Treasurer shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of the duties, in a sum and with such surety as are satisfactory to the District Treasurer.

**4.3** The Committee agrees to authorize payroll deductions to the Billerica Municipal Employee's Credit Union. (Chapter 785 of the Acts of 1969).

**4.4** Effective September 1, 2003 and thereafter, all teachers will be paid by direct deposit.

**4.5** The Association shall indemnify and save the Committee and/or Shawsheen Valley Regional Vocational School District harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken or not taken pursuant to Sections 4.1, 4.2,

and 4.3. The Association's obligations hereunder shall not relieve the Committee of its obligations under Sections 4.1, 4.2 and 4.3.

The Association shall defend any claims that arise under Section 4.1 with legal counsel designated by the Association. The Association shall not be liable for any expenses incurred by the District or any of its employees involving the use of counsel or advisors not designated by the Association.

**4.6** Discussions among teachers concerning Association matters on School District property will take place only while all of the teachers involved in such discussions are on lunch break or other non-teaching time and not in the presence of students.

**4.7** A copy of the Official Agenda will be available to the Association President prior to each Committee meeting and copy of the minutes of said meeting, following their approval by the Committee, will also be available to the Association President.

**4.8** Two delegates of the Association shall be granted one-day leave with pay for attendance at the state convention. It is recognized that there will be no requirement that substitute teachers will be hired for those teachers.

**4.9** The School District shall offer a pre-tax deduction of the teacher's share of health, dental and life insurance. Such deductions shall be in accordance with applicable IRS regulations. In addition, teachers may participate in the School District's flexible benefits plan, as it may be amended from time to time, on the same basis and to the same extent as other School District employees.

## **V TAX SHELTERED ANNUITIES**

**5.1** In order to provide for a non-forfeitable tax sheltered retirement benefit payable upon retirement or termination of employment, a teacher may contract with the School District pursuant to Section 37B or Chapter 71 of the General Laws of Massachusetts for purchase of such retirement benefit account (annuity contract and/or custodial contract) as part of his or her employment compensation.

**5.2** Such contract shall specify the premiums to be paid towards the retirement benefit account and the benefits payable thereunder.

**5.3** Any retirement benefit account provider, whether an annuity contract provider or a custodial account provider, is required to comply with the regulation to enter into an Information Sharing Agreement with the School District and/or its third party administrator for the plan. Voluntary salary reductions to be deposited into a retirement benefit account are only allowed to providers with executed Information Sharing Agreements.



## **VI PROFESSIONAL RESPONSIBILITIES**

**6.1** The work year for all teachers, excluding holidays and weekends, will begin with two professional days prior to the opening of school for students and shall conclude on the last day of school for students, provided all previously required work is completed and approved by the Superintendent-Director or his/her designee. The Superintendent-Director may designate two (2) additional professional days. These days shall be scheduled during the work year as defined in this section. Reasonable breaks shall be scheduled into these full-time professional days including a lunch break of at least forty-five (45) minutes. Teachers shall receive appropriate professional development points (PDP's) and/or professional improvement credit for these days. In no event shall the work year for teachers begin earlier than the Wednesday before Labor Day and terminate later than June 30. Teachers will not be scheduled to work the Friday before Labor Day and the first day of school for students will commence after Labor Day. If a change in regulations of the State Department of Education requires the lengthening of the school year, all salaries shall be increased in direct proportion to the required increase in the length of the year, and the annual number of sick days shall also be increased in direct proportion to the required increase in the length of the school year, effective with the beginning of the next school year.

**6.2** It is acknowledged by both parties that the duties and responsibilities of a teacher in terms of the demands of the profession does not permit prescribed limitations of time. Preparation, evaluation, and visitation, as well as other related activities, must be carried on to ensure quality performance. Accordingly, the standards set forth below are only minimum standards and are not to be construed as illustrative or even recommended for the true performance of professional duties.

**6.3** The school day for students shall begin at 7:25 a.m. and terminate no later than 2:04 p.m. The teacher's workday shall begin at 7:20 a.m. and terminate ten (10) minutes after student dismissal. The word period, as used in Section 8.4, shall be defined as a continuous block of time not to exceed forty-five (45) minutes.

Teachers shall be dismissed ten (10) minutes after student dismissal. In the event of a teachers' meeting called by the Superintendent-Director, Assistant Superintendent(s), Principal(s) and Assistant Principal(s), Director(s) of Academic, Vocational or Technical Programs, Director of Special Education (Support Services), Director of Guidance, Director(s) of Digital Learning, and/or Information Technology, IT managers and support technicians, the teacher shall be dismissed no later than forty-five (45) minutes after his or her usual dismissal time. Nothing in the aforementioned paragraph shall limit meetings called on professional days (half-day for students). Dismissal time for teachers on these half-days shall be no later than 2:04 p.m.

Teachers shall attend and take part (as is assigned to them) in all meetings scheduled by the Superintendent-Director or his designee. Reasonable advance notice of such meetings, of at least twenty-four (24) hours, will be given whenever possible and no teacher will be excused except by the Superintendent-Director or his designee. In no event shall a department chair call a meeting to be held after the teacher's usual dismissal time. No more than one after school-wide staff meeting shall be called per month, and no more than two (2) after school

meetings of Department Chairs shall be called per month unless there is an extraordinary circumstance.

The School District may adjust the work schedule, as it seems necessary in emergency circumstances. In such events the Committee shall forthwith negotiate concerning the effects of such adjustment.

If a change in regulations of the State Department of Education requires the lengthening of the workday, all salaries shall be increased, in direct proportion to the required increase in the length of the workday, effective with the beginning of the following school year.

The School District agrees to pay for fees for State mandated background checks and fingerprinting, or to reimburse for such.

**6.4** Teachers shall make themselves available for student help or parent conferences two (2) forty-five (45) minute periods per week after school on separate days (on Monday, Tuesday, Wednesday, and/or Thursday). If the administration, students, or parents request no appointments, then the teacher will not be required to remain beyond his/her usual dismissal time.

**6.5** The Association and the Committee recognize that participation in or attendance at school-oriented programs outside of normal teaching hours are part of the duties of the truly professional teacher. Recognizing that attendance at all evening functions may not always be possible, the parties encourage active participation to the fullest extent in such functions but agree that attendance at evening meetings (other than two (2) Open Houses [only one (1) of which can be on a weekend], two (2) Parents' Nights, two (2) Program Advisory Committee Meetings and Graduation) shall be on a voluntary basis. Each of the Parents' Nights and graduation will be held on a night preceding a monthly scheduled half-day for students and on such following day each teacher will be dismissed one (1) hour prior to his/her usual dismissal time. In publicizing the two Parents' Nights and the two Open Houses, the School District will indicate that such are to be scheduled for two (2) hours in duration with the exception of the first Parents' Night in which academic teachers shall be scheduled for three (3) hours. However, a teacher will be expected to remain beyond the scheduled time if parents are waiting to visit said teacher.

If professional half-days are scheduled, at least forty-five (45) minutes will be designated as lunch.

Teachers engaged in voluntary extracurricular activities or volunteer work (other than participation in athletic contests) are covered by workmen's compensation as defined in Section 20.5.

## **VII PROFESSIONAL DEVELOPMENT/PROFESSIONAL IMPROVEMENT**

**7.1** Each vocational teacher is required, as a condition of continued employment, to satisfactorily complete every two (2) years:

(i) Sixty (60) hours of further on the job experience, either paid or unpaid, related to his/her occupational area provided the experience is approved in advance by the Superintendent-Director. Curriculum development that is compensated at the contracted hourly rate will not qualify for salary credit. Said experience will receive professional improvement only credit and may be used to satisfy the professional improvement requirement once every three (3) years, or;

(ii) Two hundred forty (240) documented summer hours new on-the-job experience, either paid or unpaid, related to his/her occupational area provided the experience is approved in advance by the Superintendent-Director. Said experience will receive a total of three (3) salary credits and may be used to satisfy the professional improvement requirement once every three (3) years, or;

(iii) Three (3) semester hours of further academic credit from an institution accredited by a U.S. Department of Education federally-recognized accreditation body (e.g., NEASC) in a related educational or technical area. Salary credits will be given for every fifteen (15) hours earned in compliance with this requirement, and if these hours are taken at an institution accredited by a U.S. Department of Education federally-recognized accreditation body, then the number of credits will be determined by the college, or:

(iv) Other learning experiences, such as courses, conferences, and training provided by professional associations or other professional development providers. Curriculum development that is compensated at the contracted hourly rate will not qualify for salary credit. These activities are measured in clock hours and if approved in advance by the Personnel Subcommittee or its designee (whose approval shall not be unreasonably withheld), then these hours may be used for salary scale credits, or

(v) Collegiate teaching in his/her discipline and may be used to satisfy the professional improvement once every three (3) years and said experience will receive professional improvement credit only.

(vi) Distance Learning

Distance learning courses may be used to satisfy these requirements measured in credits or in clock hours (15 hours = 1 credit) if approved in advance by the Personnel Subcommittee or its designee.

Distance learning courses will be limited to a maximum of three salary credits three times during a one-year period for courses in their related educational or technical area; approved by the Superintendent-Director; and must be at an institution accredited by a U.S. Department of Education federally-recognized accreditation body (e.g., NEASC).

In addition to the aforementioned paragraphs, every teacher is required, as a condition of employment, to meet all certification requirements of the Department of Education.

7.2 Each academic teacher is required, as a condition of continued employment, to satisfactorily complete every two (2) years:

(i) Three (3) semester hours of further academic credit from an institution accredited by a U.S. Department of Education federally-recognized accreditation body (e.g., NEASC) in an educational area related to the area in which he/she teaches. Salary credits will be given for every fifteen (15) hours earned in compliance with this requirement, and if these hours are taken at an institution accredited by a U.S. Department of Education federally-recognized accreditation body, then the number of credits will be determined by the college, or

(ii) Collegiate teaching in his/her academic discipline and may be used to satisfy the professional improvement requirement once every three (3) years and said experience will receive professional improvement credit only, or

(iii) Other learning experiences, such as courses, conferences, and training provided by professional associations or other professional development providers. Curriculum development that is compensated at the contracted hourly rate will not qualify for salary credit. These activities are measured in clock hours and if approved in advance by the Personnel Subcommittee or its designee (whose approval shall not be unreasonably withheld), then these hours may be used for salary scale credits.

(iv) Distance Learning

Distance learning courses may be used to satisfy these requirements measured in credits or in clock hours (15 hours = 1 credit) if approved in advance by the Personnel Subcommittee or its designee.

Distance learning courses will be limited to a maximum of three salary credits three times during a one-year period for courses in their related educational or technical area; approved by the Superintendent-Director; and must be at an institution accredited by a U.S. Department of Education federally-recognized accreditation body (e.g., NEASC)..

In addition to the aforementioned paragraphs, every teacher is required, as a condition of employment, to meet all certification requirements of the Department of Education. All physical education teachers who hold a Water Safety Instructor (WSI) Certification as of September 1, 2002 or those physical education teachers hired after June 30, 2002, must maintain a Water Safety Instructor (WSI) Certification as a condition of employment.

Academic teachers who have secured sixty (60) credits beyond the Bachelor's Degree will be required to fulfill the above requirement once every four (4) years.

The method by which a teacher proposes to satisfy this requirement must be approved in advance by the Personnel Subcommittee of the Committee or its designee. In addition, failure to comply with the professional development requirement will result in a freeze of salary, or withholding of step increase, as detailed in Section 18.4. Teachers so affected by this non-compliance shall be notified in writing by the Superintendent-Director prior to freezing said salary as defined in Section 18.4.

### 7.3 Professional Development Points

The District shall form a Professional Development Committee to develop activities to meet the professional development requirements imposed by the State. Said Committee, chaired by the Superintendent-Director or his/her designee, will develop in-service programs for PDPs approved by the School Committee to enhance recertification requirements. PDPs awarded by the District and earned beyond the normal school day may receive one (1) salary credit for every fifteen (15) PDPs if said program is approved in advance by the Personnel Subcommittee.

**7.4** The School District shall pay reasonable expenses incurred by teachers who are required by the Superintendent-Director to attend particular workshops, seminars or the like. It may pay all or part of such expenses of teachers whose request to attend similar courses it approves. Teachers requesting reimbursement will submit to the Superintendent-Director, for his approval, in whole or in part, a voucher individually listing the expenses for which reimbursement is sought.

**7.5** Any teacher who serves as a SkillsUSA Advisor shall receive \$200 if any of his/her students compete in the District competition.

Any SkillsUSA Advisor shall receive an additional \$200 if any of his/her students compete at the State Competition.

Any SkillsUSA Advisor shall receive an additional \$500 if any of his/her students compete at the National Competition.

Any teacher who is asked to accompany students and attends the SkillsUSA State Competition shall receive one salary credit on the pay scale, except for the District SkillsUSA Advisor and Assistant SkillsUSA Advisor, whose stipend positions include such travel without additional salary credit compensation.

Any teacher who is asked to accompany a student and attends SkillsUSA Nationals shall receive one (1) salary credit on the pay scale for every two (2) days of such travel that occur on any day that school is not in session, up to a maximum of three (3) salary credits, except for the District SkillsUSA Advisor and Assistant SkillsUSA Advisor, whose stipend positions include such travel without additional salary credit compensation.

#### **7.6 Professional Improvement Coursework Reimbursement**

The District shall allot, for each school year, a pool of \$25,000 to provide reimbursement or partial reimbursement to teachers for tuition and fees incurred in taking courses which will assist in their ongoing professional development. The eligibility of any particular course for reimbursement will be determined by the Superintendent-Director, or his/her designee, in his/her sole discretion, but no course shall be eligible for reimbursement which would not be eligible for credit either as professional development points or as salary credits under this Agreement. The Superintendent-Director (or designee) may require a teacher applying for reimbursement to provide such information concerning a course as he/she deems appropriate (which shall in all events include evidence of successful completion of the course and of payment of tuition or fees for which reimbursement is sought), and shall establish a schedule for the

submission of reimbursement requests and supporting documentation. At the end of the School year, reimbursement shall be provided as follows: the amount sought to be reimbursed to each teacher for courses deemed eligible by the Superintendent-Director or designee shall be multiplied by a fraction the numerator of which is \$25,000 and the denominator of which is the total amount of all reimbursements sought for all courses deemed eligible by the Superintendent (or designee) for that school year. The District shall, by June 1 of each year, provide to the STA president a report of all courses adequately documented for reimbursement that year. Such disbursements shall be made by the last day of the fiscal year, and any coursework that has not been adequately documented shall “roll over” to the next fiscal year.

## **7.7 Salary Credit Eligibility of Courses**

Any course taken at an institution accredited by a U.S. Department of Education federally-recognized accreditation body (e.g., NEASC) may be used for professional improvement and/or salary scale placement.

Courses that are required for bachelor’s degree, master’s degree or vocational technical certification may be used for professional improvement credit and/or for salary scale placement and shall be eligible for reimbursement under the provisions of Section 7.6 of this agreement.

Any course from a non-accredited institution or program that is deemed to further improve a teacher’s professional practice may be accepted for professional improvement credit and/or for salary scale placement and may be eligible for reimbursement under the provisions of Section 7.6 of this agreement at the discretion of the Superintendent-Director or his/her designee.

Educators who have completed coursework required for professional vocational technical teaching certification while working for the District prior to September 1, 2017, and who have not received salary credit compensation for such coursework, shall under this Agreement be entitled to the regular salary credit award, as would typically be assigned to coursework completed at an accredited college or university, only after the teacher provides transcript evidence of such course completion. Such evidence shall be due, on the forms or in a manner to be provided by the District, by June 1, 2018. Then, each educator’s total salary credit entitlement under this provision shall be awarded up to fifteen (fifteen) salary credits on September 1, 2018 and the remainder on September 1, 2019. Thereafter, no additional retroactive salary credits shall be awarded.

Beginning on the first day of this agreement, salary credits for these courses shall be awarded as the courses are taken, but no additional salary credits shall be awarded for any course taken prior to June 30, 2018 if the appropriate paperwork has not been submitted by that date.

## **VIII TEACHING ASSIGNMENT**

**8.1** Each teacher will be advised that the Association is the exclusive collective bargaining representative as provided in Section 1.1. Upon ratification, approval and execution of this Agreement, the parties shall email a copy of this agreement to all teachers.

**8.2** Teachers (other than newly appointed teachers) will be notified of any change of programs from the prior school year, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances, not later than August 15.

Teachers who desire a change in grade and/or subject assignment shall file a written statement of such desire with the Principal not later than May 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned. As soon as practicable, and normally not any later than August 15, the Superintendent-Director shall notify said teachers of the disposition of their requests.

The wishes of the individual teacher in this respect will receive the fullest consideration, but the instructional requirements of the School system and its pupils will be the controlling factor as finally decided by the Superintendent Director.

**8.3** In order to ensure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the School system will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to comparable positions as far as is reasonably possible. No teacher shall suffer a reduction in salary level as a result of any transfer.

An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent-Director, or his/her designee, at which time the teacher will be notified of the reasons for the transfer. The final decision on all transfers must rest solely with the Superintendent-Director.

Any teacher who is involuntarily transferred and as a result of such transfer becomes subject to RIF shall be considered, for the purposes of RIF, to still be a member of the department from which he/she was involuntarily transferred.

**8.4** All teacher workloads and extra duties shall be distributed equitably wherever possible. The School District shall not act arbitrarily and capriciously in establishing teachers' workloads. The School District will schedule academic teachers for not more than thirty (30) periods per week or six (6) periods per day in addition to the homeroom period, and technical/vocational teachers for not more than seven (7) periods per day in addition to the homeroom period, except for any teacher who serves as a Department Chairperson, any unassigned periods will be administrative periods. The School District will also make reasonable efforts to ensure that an academic teacher will not be assigned cafeteria duty, or duty period, or be asked to cover a class for another teacher when there is available another academic teacher with fewer assigned periods in the week and that a technical/vocational teacher will not be assigned cafeteria duty, or duty period, or be asked to cover a class for another teacher when there is available another

technical/vocational teacher with fewer assigned periods in the week. For the purpose of this section, each cafeteria period is equivalent to 1/2 of an assigned period.

(a) In order to address the unique workload/duties of the teachers in the Support Services Department, the 60 regularly scheduled periods per two-weeks of special education teachers will include 5 assigned liaison periods over the two-week cycle to allow for the development of individual education plans, completion of assessment reports, and chairing TEAM meetings. The School District also recognizes that periods assigned by the Special Education Director, related to the completion of the re-evaluation process, including, but not limited to testing and re-evaluation coordination assignments, will be recognized as assigned periods.

**8.5** Teachers working in an area requiring safety glasses and/or safety shoes/boots shall receive a \$75 total reimbursement per year towards prescription safety glasses and/or safety shoes/boots.

## **IX TEACHER EVALUATION**

**9.1** Evaluation and observation of personnel shall be the responsibility of the administration. The purposes of teacher evaluation are:

- a. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability,
- b. To provide a record of facts and assessments for personnel decisions,
- c. To ensure that the school committee has a system to enhance the professionalism and accountability of teachers that will enable them to assist all students to perform at high levels, and
- d. To assure effective teaching and leadership

The teacher evaluation forms will be made available to all teachers and will be included as part of the orientation materials presented to all new teachers.

All formal shop/classroom observations and walk-throughs for purposes of evaluation of professional performance of a teacher will be conducted openly and with full knowledge of the teacher. The School District and the STA agree if changes are made to the evaluation instrument(s) through the joint labor-management review team process, then a copy of the revised instrument will be distributed to all teachers. The professional standards by which teacher performance will be evaluated are identified and described on the evaluation documents. Attached to this contract are copies of the evaluation instruments available for use during the length of this contract.

Any future legislative initiatives, which impact teacher performance evaluation and require a change in the evaluation of teachers, shall not be implemented until appropriate negotiations have been concluded unless the law requires implementation prior to the conclusion of negotiations.



## 9.2 Educator Plans

The type of educator plan that an individual teacher / SISP is placed in is determined by the Educator's career stage and overall performance rating.

There shall be four types of Educator Plans:

1. Developing Educator Plan -

- a. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS teaching in a new content area. At the beginning of each school year each teacher will be assigned a number from the department categories listed in 13.3(f) and will be evaluated on such category. To be considered as teaching in a new content area, a teacher would have to be notified that his/her department category has changed. When possible all changes shall be made before the start of the school year.

3. 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.

4. Directed Growth Plan –

- a. A one-year Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement on the summative evaluation report.
- b. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator based on evidence, observation and professional practice.
- c. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, and in no case later than May 15<sup>th</sup>.
- 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 two-year 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 place the Educator on an Improvement Plan for the next Evaluation Cycle.

5. Improvement Plan – The Improvement Plan will be presented by the primary evaluator to the educator and be in existence for no fewer than 90 school days. It shall:

- a. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
- b. Describe the activities and work products the educator must complete as a means of improving performance;

- c. Describe the assistance that the District will make available to the educator;
- d. Articulate the measurable outcomes that will be accepted as evidence of improvement;
- e. 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);
- f. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
- g. Include the signatures of the Educator, the Primary Evaluator, and Supervising Evaluator.

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.

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

All determinations below must be made no later than June 1. One of these decisions must be made at the conclusion of the Improvement Plan:

1. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a (two-year) Self-Directed Growth Plan for the next evaluation cycle.
2. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Primary Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a one-year Directed Growth Plan.
3. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Primary Evaluator determines that the Educator is not making substantial progress toward proficiency, the Primary Evaluator shall recommend to the superintendent that the Educator be dismissed.
4. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
5. The District may extend the duration of the Educator's Improvement Plan at the discretion of the primary Evaluator.

The purpose of evaluation is to assist teachers in improving their performance and to provide a record of facts and assessments for personnel decisions. The assessment methods used to gather information on teacher performance shall be fair and shall be applied in a manner which is neither arbitrary nor capricious. All evaluations should be free of racial, sexual, religious and other illegal discrimination and biases as defined in state and federal law. The districts evaluators will assess all evaluated individuals with the same evaluation methods and the same requirements for gathering of artifacts that document professional practice. The assessment methods and frequency of observations can be different for each of the four types of Educator plans [Developing Educator Plan; Self-Directed Growth Plan; Directed Growth Plan; and Improvement Plan] and

will be clearly explained by the Superintendent or their designee to ensure the evaluated educator understands what is expected to be successful throughout the evaluation process. At the discretion of administration, any teacher – regardless of status – may be observed at any time by either the primary evaluator or supervising evaluator or the supervising evaluator’s designee. At the discretion of the administration, any teacher on an Improvement Plan - regardless of status - may be evaluated at any time by both the primary evaluator and the supervising evaluator or the supervising evaluator’s designee. At the discretion of the administration, any teacher on an Improvement Plan – regardless of status – may be evaluated by both the primary evaluator and supervising evaluator, or the supervising evaluator’s designee. Observation and evaluation can occur at any time during the school year.

The evaluation process will include the following:

1. Announced Observations

- a. An announced observation will be defined as an observation of a teacher's teaching performance by either the Primary Evaluator or Supervising Evaluator or the Supervising Evaluator’s designee, but not more than one evaluator shall observe a teacher at during any one observation, for the purpose of documenting the effectiveness of the teacher in meeting the standards as identified and described on the Formal Evaluation Document.
- b. All announced shop/classroom observations shall be for at least twenty-five (25) minutes in duration. Whenever possible the evaluator should stay for an entire lesson.
  - i. For non-PTS announced observations will occur at least once during each of the first three (3) student marking periods. Twenty-four (24) hour written notice shall be given to the teacher being evaluated.
  - ii. For PTS on a two-year, self-directed growth plan, announced observations will occur at least twice (2) during an evaluation cycle during different marking periods.
  - iii. For PTS on a one-year directed growth plan, announced observations will occur at least three (3) times during an evaluation cycle during different marking periods.
  - iv. For PTS on an improvement plan, announced observations will occur at least twice (2) during an evaluation cycle.
  - v. Any observation 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 within 30 school days.

2. Unannounced Observations

- a. An unannounced observation will be defined as an observation of a teacher's professional performance by either the primary evaluator or supervising evaluator or the supervising evaluator’s designee, but not more than one evaluator shall

observe a teacher at any one time, for the purpose of documenting teacher performance for a minimum of ten (10) minutes.

- i. Unannounced observations may be in the form of partial or full-period visitations or other means deemed useful and conducted by the Evaluator(s).
- ii. The Educator will be provided with at least a written observation report from the Evaluator, which shall consist minimally of the Evaluator's claim of Educator performance and (when observed) the Educator's progress toward his/her professional practice and student learning goals.
- iii. Any observation 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 within thirty (30) school days.
- iv. For non-PTS, unannounced observations will occur at least two (2) times during an evaluation cycle.
- v. For PTS on a two-year, self-directed growth plan, unannounced observations will occur at least once (1) during the evaluation cycle.
- vi. For PTS on a one-year directed growth plan, unannounced observations will occur at least one (1) time during the evaluation cycle.
- vii. For PTS on an improvement plan, unannounced observations will occur at least twice (2) during the evaluation cycle.

Any negative observations made during Announced or Unannounced Observations shall be brought to the attention of the teacher within three (3) school days. The evaluator shall reduce the observation to writing and shall be available to meet with the teacher and to offer specific written suggestions for improvement. This meeting will take place within a period of five (5) school days from the time the teacher was made aware of the negative observation. Any negative observations made during Announced or Unannounced Observations must meet these requirements in order to be used as a basis for a negative mark or comment on the Formative or Summative evaluation report and be placed in the teacher's personnel file.

The teacher will acknowledge that he/she has had the opportunity to review such observation reports by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.

### 3. Formative and Summative Evaluation Report

- a. A written Formative evaluation report will be produced at the conclusion of the first half of the observation process. This report will include information and professional judgment that was obtained through documented observation, evidence, and artifacts found during the evaluation period. The Formative evaluation report will be completed no later than seven (7) school days prior to the midpoint of the evaluation cycle. A written Summative evaluation report will be produced at the conclusion of the evaluation cycle, and will be 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. This report will include information and professional judgment that was obtained through documented observation, evidence, and artifacts found during the evaluation period. The Summative evaluation report will be completed no later than twelve (12) school days prior to the end of the evaluation cycle, or the end of the school year, whichever comes first.

**9.3** There shall be four performance ratings for the four standards of effective teaching based on the formative/summative rating scale.

The final Formative and Summative Rating for all overall evaluations will use the following guidelines:

- Standards I and II have a point value scale of 9 / 6 / 3 / 1
- Standards III and IV have a point value scale of 6 / 4 / 2 / 1
- The rating scale has a maximum of 30 points and a minimum of 4 points.
- To be proficient overall, an educator must be at least proficient in standards I & II

Standard	Exemplary	Proficient	Needs Improvement	Unsatisfactory
I	9	6	3	1
II	9	6	3	1
III	6	4	2	1
IV	6	4	2	1

Overall formative and summative evaluation ratings by level are as follows:

Exemplary:	30 – 26
Proficient:	25 – 16
Needs Improvement:	15 – 8
Unsatisfactory:	7 – 4

At a minimum, a teacher must be proficient in Standards 1 and 2 to receive an overall rating of proficient for the rating period.

The Educator’s overall performance rating is based on the Evaluator’s documented observations 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)

The educator's rating 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 Performance Standards may change. In this regard, evidence will be in the form of documented announced and unannounced observations, requested artifacts of professional practice, and measures of student learning, growth, and achievement.

Within an individual element of the evaluation rubric, the formative / summative rating for that element will be equal to the rating for the majority of evidence found for that element throughout the rating cycle. Evidence means documented announced and unannounced observations, artifacts of professional practice, and measures of student learning, growth and achievement. It is assumed that an educator is proficient within an individual element unless evidence substantiates otherwise.

Within each standard of the evaluation rubric, the formative / summative rating for that standard will be equal to the rating for the majority of the elements within that standard. Evidence means documented announced and unannounced observations, artifacts of professional practice, and measures of student learning, growth and achievement.

#### 9.4 Evaluation Annual Orientation

At the start of each school year, the Superintendent-Director, Principal, or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The Superintendent-Director, Principal or designee shall:

1. Provide an overview of the evaluation process, including goal setting and the educator plans.
2. Provide all Educators with directions for obtaining a copy of the forms used by the district. Each form must include definitions and descriptions that clearly state the final product that must be completed to ensure an effective evaluation process.
3. Provide all Educators being evaluated with models of SMART Goals that can be used to assist in the development of the individuals SMART Goals [Professional Practice Smart Goals means: At least one, but no more than two goals related to improvement of practice tied to one or more Performance Standards; Student Learning Smart Goals means: At least one, but no more than two goals for the improvement the learning, growth and achievement of the students under the Educator's responsibility.]
4. Provide all Educators with the District Goals, Departments Goals, and Supervisors Goals to assist in the development of the individual's self-assessment and SMART Goal development.
5. Provide all Educators with typical but not exhaustive models of artifacts / evidence related to the respective standards.
6. When possible, exemplar forms will be provided to assist teachers in the completion of their individual evaluation forms.

7. Provide all Educators with their primary evaluator and supervisory evaluator for the current evaluation timeframe.
8. Provide the districts focus / high priority elements for each of the four standards within the evaluation rubric that will be used during that school year.

Timeline:

*If dates below fall on weekends, the deadline is moved to the next school day.*

<u>Activity</u>	<u>Two-Year Self-Directed Plans</u>	<u>One-Year Developing Educator and Directed Growth Plans</u>
<u>Superintendent-Director, Principal or designee meets with new hires to explain evaluation process</u>	<i>Not Applicable</i>	<u>September 5<sup>th</sup></u>
<u>Superintendent-Director, Principal or designee meets with Educators to prepare them for the self-assessment and goal-setting process</u>	<u>September 5<sup>th</sup> of Year 1</u> <i>*can occur in June of previous school year</i>	<u>September 5<sup>th</sup></u>
<u>Educator submits Goals and High Focus Rubric Elements to Evaluator</u>	<u>September 20<sup>th</sup> of Year 1</u>	<u>September 20<sup>th</sup></u>
<u>Evaluator completes first Observation of Educator</u>	<u>May 1<sup>st</sup> of Year 1</u>	<u>November 15<sup>th</sup></u>
<u>Deadline for Educator to submit Evidence for the Formative Evaluation Report</u>	<u>May 1<sup>st</sup> of Year 1</u>	<u>January 5<sup>th</sup></u>
<u>Evaluator completes Formative Evaluation Report</u>	<u>June 1<sup>st</sup> of Year 1</u>	<u>February 1<sup>st</sup></u>
<u>Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator</u>	<u>June 15<sup>th</sup> of Year 1</u>	<u>February 15<sup>th</sup></u>
<u>Deadline for Educator to submit Evidence for the Summative Evaluation Report</u>	<u>May 1<sup>st</sup> of Year 2</u>	<u>May 1<sup>st</sup></u>
<u>Evaluator completes Summative Evaluation Report</u>	<u>June 1<sup>st</sup> of Year 2</u>	<u>June 1<sup>st</sup></u>

<u>Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory</u>	<u>June 1<sup>st</sup> of Year 2</u>	<u>June 1<sup>st</sup></u>
<u>Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator</u>	<u>June 10<sup>th</sup> of Year 2</u>	<u>June 10<sup>th</sup></u>
<u>Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt</u>	<u>June 15<sup>th</sup> of Year 2</u>	<u>June 15<sup>th</sup></u>

Educators on plans of less than one year for non-PTS and less than two years for PTS on other than a self-directed plan will have timelines established within the educator plan.

Frequency data for all evaluations by type and member shall be given to the STA President twice yearly, once at the midpoint of the school year and once before the end of the school year.

Using Staff feedback in Educator Evaluation – ESE will provide model contract language, direction and guidance on using staff feedback in Educator Evaluation. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

**9.5** The parties agree to establish a joint labor-management evaluation team consisting of four members representing the district and four members representing the STA. All decisions from the team must have at least a six vote consensus before implementation / adjustments to the evaluation process are implemented. The team shall review the evaluation processes and procedures throughout the term of this agreement and vote on adjustments that are needed to facilitate a fair, unbiased, and equitable evaluation process for all of the parties. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the evaluation process.

## **X PROFESSIONAL CONSULTATIONS**

**10.1** In recognition of the professional standing of teachers and the fact that teachers' ideas and opinions expressed are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the School and in recognition of the knowledge, ideas, and opinions of teachers, the Committee agrees that professional consultations shall be held as needed for a duration no longer than two hours. The Association and the Committee (or its designated representative) will, upon the request of either of them, meet at a reasonable time and place to consult about any matters deemed necessary by either party. The frequency and/or length of such meetings may be extended by mutual agreement.

**10.2** The parties agree that ten (10) days prior to the date scheduled for said meeting, they will exchange written articles for said meetings. The agenda for said meeting shall be composed of these articles with articles from each party alternating insofar as possible with articles from the other party, with the first article to be discussed that of the moving party.



**10.3** It is further agreed that the provisions of this Section will in no way be construed as broadening the scope of other sections of this agreement, or broadening the application of this Agreement as a whole, nor will these provisions make any matter a mandatory subject of discussion at any time other than at the consultations described in this Section, nor will these provisions make any matter a grievance that would not be a grievance in the absence of these provisions.

**10.4** Typical, but by no means exclusive of the subjects expected to be discussed in consultations, are those of class size, or pupil-teacher load, curriculum development, coaching duties, substitutes, etc.

## **XI PROMOTIONS - VACANCIES - TRANSFERS**

**11.1** Promotional positions and coaching positions shall be publicized by a notice posted during the school year for ten (10) calendar days (but, in the event of an intervening school vacation, for at least three (3) days that school is in session) in advance of filling such vacancy. Such notice shall clearly set forth the specific qualifications and compensation for the position and the date by which applications shall be filed with the Superintendent-Director. During the months of July and August, copies of such notice will be mailed to all members of the staff, or if a department Chairperson's position or lead teacher's position to all staff members within such department, at least fifteen (15) calendar days in advance of filling such vacancy if the notices are mailed prior to August 15, and at least ten (10) calendar days in advance of filling such vacancy if the notices are mailed on or after August 15. The filling of such promotional positions is by law either the responsibility of the School Committee acting upon and with the advice of the Superintendent-Director, or the responsibility of the Superintendent-Director, or the responsibility of the Principal with the approval of the Superintendent-Director. Within the meaning of this Article XI, a "promotional position" as to a particular teacher is a position within the bargaining unit that carries with it a salary differential (increase) for such teacher, plus the positions of Superintendent-Director, Principal and all other directors employed by the School District.

**11.2** Such promotions, as well as transfers, shall be based upon the judgment of the appointing party as to what best serves the students, and the appointing party will consider knowledge, ability, skill, efficiency, attendance, physical conditions, general health, character, and personality of the applicants. Such vacancies will, to the extent possible, be filled first by regularly appointed teachers in the system where, in the opinion of the appointing party, those teachers possess qualifications equal to those of candidates outside the School system. It is recognized that the final decision as to whether or not transfers are made or to whom promotions are granted must rest solely with the appointing party subject to appropriate approvals. All applicants will be notified of the disposition of their applications.

**11.3** All teaching openings outside of the regular day school program, for example summer school, adult education programs or positions under grants will be adequately publicized by the Superintendent-Director as early as possible and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible.

**11.4** Teaching positions in the Shawsheen Valley Regional Vocational Technical Summer School and positions under Federal programs, with the exception of performance grants, will be filled as follows:

- (a) On the basis of area(s) of competence/licensure, and quality of teaching performance. (In the case of tutoring, the work will first be offered to the student's teacher, if available, and then to other members of the relevant department on the basis of area of competence/licensure, and quality of teaching performance).
- (b) If no available members of the relevant department apply for the position in timely fashion, the Committee may fill the position with any member of the bargaining unit who applied for such position in timely fashion, and such selection shall not be subject to the grievance procedure or arbitration hereunder.
- (c) If no available members of the relevant department apply for the position in timely fashion, the Committee will fill the position first by regularly appointed teachers in the system (including new teachers who have been hired for the next school year) where, in the opinion of the Committee, those teachers possess qualifications equal to those of candidates outside the bargaining unit, based on the posted qualifications as determined by the Committee from time to time.
- (d) In the case of Performance Grants (i.e., grants in which the receipt of monies by the School District requires successfully meeting the stated outcome criteria) the position shall be filled at the discretion of the Superintendent-Director.
- (e) For the purposes of this Section 11.4 only:
  - (i) a teacher shall be considered a member of a department only if the teacher holds the requisite certification for the position and is teaching or has taught in the department on at least a half-time basis and the teacher holds the requisite certification for the position and is teaching or has taught in the department on at least a half-time basis in the current or preceding school year in the regular day school. However, in the event that no such available member of relevant department applies for the position, a teacher shall be considered a member of a department if the teacher holds the requisite certification for the position and is teaching or has taught in the department on less than a 1/2 time basis in the current or preceding school year in the regular day school.
  - (ii) a course is not within a "relevant department" if the content of the course is substantially different from course taught at the High School in the regular day school.
- (f) The President of the Association shall be provided with a list of Shawsheen applicants for such positions by the end of the school week following the application deadline.

## **XII GENERAL**

**12.1** No teacher with professional teacher status will be discharged or suspended without pay or be subject to major disciplinary sanctions without just cause. For the purposes of this article, “dismissal” shall mean dismissed from employment during the school year for any disciplinary reason and shall not include any decision by the District not to reappoint a teacher to employment for any school year. For purposes of the provision, “major disciplinary sanction” shall mean disciplinary action taken with respect to a teacher which involves either (i) loss of or reduction in pay or (ii) a written warning or statement which is placed in the teacher’s personnel file. It is also understood that “just cause” includes but is not limited to any violation of the provisions of Article XXVIII (Continuity of Operations).

**12.2** A teacher without professional teacher status shall not be dismissed until he/she has been furnished with written notice of intent to dismiss and with an explanation of the grounds for dismissal in sufficient detail to permit the teacher to respond and documents relating to the grounds for dismissal, and if he/she so requests, has been given a reasonable opportunity within ten (10) school days after receiving such written notice to review the decision with the Principal or the Superintendent-Director, as the case may be, and to present information pertaining to the basis for the decision and to the teacher’s status. The teacher receiving such notice may be represented by an attorney, one MTA representative and one STA representative at such a meeting with the Principal or Superintendent-Director. Teachers without professional teacher status shall otherwise be deemed employees at will. Neither this section nor Section 12.1 shall affect the right of the Superintendent-Director to lay off teachers pursuant to reductions in force, reorganization resulting from declining enrollments, non-reappointment of teachers without professional teacher status.

**12.3** Teachers with professional teacher status, pursuant to Section 41 of Chapter 71 of the Massachusetts General Laws, shall not be dismissed except for inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination, or failure on the part of the teacher to satisfy teacher performance standards developed pursuant to Section 38 of Chapter 71, or other just cause.

A teacher with professional teacher status may seek review of a dismissal decision within thirty (30) days after receiving written notice of his dismissal by filing a petition for arbitration with the Commissioner of Education and following the arbitration process as detailed in Section 42 of Chapter 71 of the Massachusetts General Laws. The arbitration procedure under Article XXVII shall not apply to a dismissal.

**12.4** The Superintendent-Director and/or Principal may suspend for just cause any teacher employed by the School District subject to the following provisions: the teacher shall have seven (7) days written notice of intent to suspend and the grounds upon which the suspension is to be imposed; provided, however, that the Superintendent-Director may, for good cause, require the immediate suspension of any teacher, in which case the teacher shall receive written notice of the immediate suspension and the cause therefore at the time the suspension is imposed. The teacher

shall be entitled (i) to review the decision to suspend with the Superintendent-Director or Principal if said decision to suspend was made by the Principal; (ii) to be represented by counsel, one MTA representative and one STA Association representative in such meetings; (iii) to provide information pertinent to the decision and to the employee's status. No teacher shall be suspended for a period exceeding one (1) month, except with the consent of the teacher.

No teacher shall be interrogated prior to any written notice given to him/her relative to the suspension unless the teacher is notified of his/her right to be represented by counsel during such investigation. A suspended teacher may seek review of the suspension by following the arbitration process set forth in Section 42 of Chapter 71 of the Massachusetts General Laws. The arbitration procedure under Article XXVII shall not apply to a suspension. In the event of a change in this law, the District and Teachers Association will enter into immediate negotiations.

Nothing in this section shall limit the Superintendent-Director or Principal from placing any teacher on paid administrative leave. Such leave shall not be subject to any grievance procedure.

**12.5** In the event that pay is to be withheld from a teacher for non-disciplinary reasons (i.e., the taking of a personal day without pay, absence from work because of illness following the exhaustion of authorized sick leave) such pay shall be withheld from such teacher's summer paycheck.

**12.6** If the Principal plans to recommend that a teacher without professional teacher status not be reappointed, such teacher shall be informed in writing by June 5 or twelve (12) school days before the close of school, whichever comes later. Such teacher shall have the right to discuss the matter with either the Superintendent-Director or Principal provided such teacher requests a meeting in writing five (5) school days after receiving the Principal's decision. Such meeting will be held prior to June 15. If the Principal recommends the reappointment of a teacher and the Superintendent-Director does not approve the reappointment of the teacher, the teacher shall have the right to discuss the matter with the Superintendent-Director and may be accompanied by counsel or other representative, if he/she so desires.

**12.7** It is clearly recognized coaching and extra-curricular activity positions are yearly appointments determined by the Superintendent-Director within the budgetary provisions determined by the School Committee.

**12.8** It is clearly recognized Lead Teacher and Department Chairperson positions are yearly appointments determined by the Principal subject to the approval of the Superintendent-Director within the budgetary provisions determined by the School Committee. Department Chairpersons will be protected consistent with the provisions of Chapter 71 Section 41 of the Massachusetts General Laws.

**12.9** In an effort to promote participatory decision-making among all professional staff for the purpose of developing educational policy recommendations, the Principal shall develop a Professional Development Committee to ensure the intent of Section 38Q of Chapter 71 of the

Massachusetts General Laws is met. Said Committee shall consist of at least fifty (50%) percent teachers with two (2) appointments by the Teachers Association.

**12.10** The aggregate teaching load of part-time teachers in any particular department or certification area will equal or exceed the equivalent of one full-time teacher only if the District is unable to hire a full-time teacher for the particular position. The District will not hire a teacher on a part-time basis for any department as to which teachers have recall rights. In the event that the aggregate teaching load of part-time teachers in a particular department equals or exceeds one full-time equivalent, the District will post such full-time position and endeavor to recruit a full-time teacher for the following year as long as such condition exists.

**12.11** Teachers have the right, upon request, to review the contents of their personnel file. No new material will be placed in his/her personnel file unless the teacher has had an opportunity to review that material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed.

The teacher will have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent-Director or Principal, as appropriate, and attached to the file copy. Any complaint which the Superintendent-Director or Principal, as appropriate, regards as having substance concerning a teacher by any parent, student, or other person will promptly be called to the attention of the teacher. Nothing in this paragraph shall limit the rights of the School District to add letters of reprimand or praise regarding the professional performance or conduct of a teacher.

**12.12** The Association recognizes the authority and responsibility of the Superintendent-Director and his Assistants for maintaining the highest possible level of professional performance by the teachers, including therein the authority and responsibility for disciplining or reprimanding teachers for delinquency in professional performance. Said disciplining or reprimanding shall be done in private. If the Superintendent-Director, Assistant Superintendent-Director or Principal requires a teacher to meet with him for the imposition of a serious disciplinary sanction, such as a written warning or suspension without pay, such teacher shall be entitled upon request to have representation from the Association present. This entitlement shall not delay the orderly administration of such disciplinary sanction.

### **XIII REDUCTION IN STAFF**

**13.1** The School District retains the right to reduce the number of teachers with professional status on its staff (hereinafter referred to as "reduction in staff"). The decision to reduce staff shall not be subject to the grievance and arbitration procedures of this contract. As between teachers with professional status and teachers without teacher professional status, the provisions of applicable law shall apply with respect to reduction in staff.

**13.2** The order in which teachers with professional status shall be reduced from a department shall be on the basis of seniority, with the least senior teacher(s) reduced first, except that if there is a significant difference in performance, as evidenced by the written evaluations of

the five most recent years, between such least senior teacher(s) and other teachers in such department, the teacher(s) whose performance is significantly better shall be retained and said other teacher(s) with the next shortest length of service whose performance is not significantly better shall be reduced first.

**13.3** For the purpose of this Article:

- (a) Seniority means length of continuous employment in the Regional School District (whether or not in a position specified in Article 1 of this Agreement, its predecessors or successors), in years, months, and calendar days, beginning with the first day worked in a permanent position and including any periods of authorized leave of absence. Ties in length of service shall be resolved by lot. Professional employees of the School Committee hired after September 1, 1992 and employed in positions not in the bargaining unit shall accrue seniority for their first three (3) years of such employment provided that they had accrued at least five (5) years of seniority within the unit immediately prior to their employment outside the unit.
- (b) Layoff means an unpaid leave of absence to be granted by the Committee for a period of two years from the effective date of the reduction-in-force of a teacher; provided that said teacher has waived in writing, within ten (10) calendar days after receipt of a notice of reduction-in-force, any present or future rights to a dismissal hearing he or she may have pursuant to Chapter 71, Section 42, of the Massachusetts General Laws.
- (c) Recall means the right, during layoff, to return to a position in the department from which a teacher was originally laid off in the reverse order in which said teacher was laid off. The Committee will vote on each layoff individually in the order required by Section 13.2 and the order of layoff shall be established by the sequence in which the votes were taken. An up-to-date list of recall order by department shall be maintained by the Superintendent-Director and shall be available to the Association upon request.
- (d) Terminated means dismissed pursuant to Chapter 71, Sections 42.
- (e) Vacancy for purposes of returning a laid-off teacher who has been recalled to active service shall exist only after the School District has met any other obligations it has pursuant to any other provisions of this Agreement or any state or federal law.
- (f) Department categories shall include, but not to be limited to:  
(1) English, (2) science, (3) math, (4) social studies, (5) physical education, (6) guidance, (7) special needs/support services, (8) reading, (9) automotive collision repair & refinishing, (10) automotive technology, (11) metal fabrication & joining technologies, (12) machine tool technology, (13) health occupations, (14) cosmetology, (15) business technology, (16) information support services & networking, (17) carpentry, (18) plumbing, (19) electricity, (20) masonry & tile setting, (21) heating, ventilation, air conditioning, refrigeration. (22) drafting, (23)

graphic communications, (24) design & visual communication, (25) electronics, (26) culinary arts/baking, (27) marketing, (28) programming & web development (29) instructional technology and other departments established by the School Committee which do not subdivide any aforementioned departments.

The Committee may, at its sole discretion, identify the following narrower departments if it deems that the needs of the system so require: In metal fabrication - metal fabrication & joining technologies; in graphic arts - pre-press, offset press (printing), and typesetting; in health occupations – health assisting, medical lab assisting and dental assisting; in science - biology, chemistry, and physics; in physical education - physical education and health; in culinary arts - baking and culinary (hospitality); in electronics - electromechanical technology and digital electronics; and in internet – networking.

In the event that the School Committee identifies any such narrower departments, a teacher shall be deemed to be a member of any such narrower department in which the teacher has taught in the regular day school and holds the requisite certification.

A teacher who is on leave of absence from his or her department because of sick leave, personal leave, sabbatical leave, extended leave, maternity leave, or any other leave shall for the purposes of this Article be considered as a member of the department from which he or she is on leave.

**13.4** Under normal circumstances, a teacher to be affected by a reduction in force shall be notified (by letter from the Superintendent-Director) by April 15 of the school year in which the reduction is to be affected except that if, as a result of the regional school district budget process specified in Chapter 71, Section 16B, no District budget is approved, or the total amount of the District budget which is so approved and funded by appropriations of the member Towns is at least 1% less than total amount of assessments to the Towns as set forth in the budget initially adopted by the Committee, then teachers who are to be affected by the reduction in staff will be notified by the Superintendent-Director within fourteen (14) calendar days after approval by the member Towns of such a reduced budget.

**13.5** If a teacher wishes to elect lay-off status (rather than termination) said teacher must notify the Superintendent-Director, in writing, within ten (10) days of the receipt of the RIF notice, that he or she waives any present or future rights to a dismissal hearing which he or she may have pursuant to Chapter 71, Section 42 of the Massachusetts General Laws.

**13.6** If subsequent to a RIF notice a vacancy occurs in a department from which teachers have been reduced and elected lay-off status, a recall notice shall be sent via certified mail to the teacher most recently reduced from the department in which the vacancy exists who has elected lay-off status. If a teacher fails to notify the Superintendent-Director within fourteen (14) calendar days of the attempted delivery of a recall notice of his or her intent to accept recall, said teacher shall forfeit all rights and benefits provided for in this Agreement. A teacher who accepts recall must commence work on the date set forth in the recall notice or within twenty-one (21) calendar days of the attempted delivery of the recall notice, whichever is later. Teachers with recall rights

are required to keep the Superintendent-Director informed of their current mailing address, including any temporary address where they can be reached if they will be traveling or otherwise away from their home mailing address. During the two-year recall period, teachers who have been laid off shall be given preference on the substitute list if they so desire.

**13.7** Teachers who have been laid off under this Article will be permitted to pay the entire premium cost of membership in the Group Health Insurance Plan and Life Insurance Plan for the period of one year provided that no town or state law, regulation, or policy of the insurer is contravened.

#### **XIV USE OF SCHOOL FACILITIES**

**14.1** Priority for the use of School facilities will be given to School functions.

**14.2** The general policy of the Committee is to permit the use of School facilities for educational, recreational, and civic purposes insofar as is practical to do so without interference with regular School activities. Nothing in this Agreement should be construed as denying the broadest use of these facilities to the citizens of the School District.

**14.3** The Association will have the right to use School facilities without cost in accordance with Committee policy concerning such use. Request for such use will be made to the Superintendent-Director in advance of the time and place of all such meetings.

**14.4** Association notices may be posted on existing bulletin boards, places where notices are normally posted either in the faculty lounge or faculty lunchroom, or through electronic mail.

- (a) if such notice is signed by an authorized representative of the Association, and
- (b) if the content of the notice is limited to announcements of recreational or social activities; announcements of elections, appointments and results of elections; and announcements of meetings.

Copies of all such notices shall first be filed with the Superintendent-Director and any such notice shall be limited to presenting factual data and in no event shall contain inflammatory language or intent. There will be at least one bulletin board reserved in whole or in part for Association use in accordance with the terms and conditions stated in this Agreement.

**14.5** The Association may prepare, at no cost to the School District, communications relating to the conduct of the business of the Association and may distribute these through the teachers' mail boxes to persons covered by this Agreement. Such distribution may be made only by a person authorized to do so by the Association and only upon such person's notifying the Superintendent-Director that such distribution is being made.



**14.6** Those areas presently designated as faculty workrooms, lounges, and rest rooms will not be utilized for any other purpose, except in the case of an emergency. In non-emergency situations, such areas may be so utilized only if the substantial equivalents thereof are provided and only if any changes in current utilization have first been discussed with the Association. Faculty members are required, when using facilities normally assigned to the faculty, to remove any debris or material after each such use, so as to maintain a reasonable level of housekeeping in those areas.

## **XV TEACHERS' LEGAL ASSISTANCE**

**15.1** Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent-Director in writing.

**15.2** This report will be forwarded to the School Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teachers, the police, and the courts.

**15.3** The rights of the teacher to indemnification against certain actions and claims and to legal assistance will be governed by General Laws Chapter 258.

**15.4** In case of personal injury to a teacher sustained as a result of and in the performance of his duties, the Superintendent-Director's office will notify the Massachusetts Teachers' Retirement Board as required by General Laws Chapter 32, Section 7, and will provide a copy of such notification to the teacher.

## **XVI SCHOOL NURSE**

The school nurse will work the same number of days as the teachers covered by this contract. The school nurse will be eligible for all other benefits provided teachers by this Agreement.

## **XVII EXTRA-DUTY STIPEND POSITIONS**

**17.1.** Due to the nature of certain positions, which replace and/or augment a teacher's regular instructional roles with additional responsibilities, teachers performing these extra duties shall be compensated by placement on the teachers' salary scale plus additional stipends.

Teachers in these positions shall be exempt from the workload and scheduling requirements found elsewhere in this contract and shall not be considered when determining equity of workload, teaching, or duty assignments. Likewise, they may be required to attend meetings after school hours or may be required to work additional days beyond the school year as defined in this section.

Each of these roles is acknowledged by both parties to be substantially educational in nature. The management roles performed by these individuals may at any time include direct student contact and all responsibilities are centered around the needs of students. Therefore, as a prerequisite for holding any of these positions, these individuals must maintain active educator licenses at all times and shall be annually evaluated as educators according to the terms of this agreement.

### **17.2 Athletic Program Coordinator, Cooperative Placement Coordinator, Dean of Students, Supervisor of Food Services**

The superintendent-director or his designee shall annually re-evaluate the District's operational need for each of these positions and shall determine the willingness of incumbent employees to continue serving in these positions. At the time of this annual re-evaluation, should any of these individuals choose not to continue serving in one of these positions, or should the District no longer require an educator to serve in any of these roles, the affected educator shall have the right to return to his or her previous department with seniority, which shall continue to accrue during years of service in any of these positions.

Educators serving in these positions shall work ten (10) days beyond the school year or an equivalent schedule as agreed upon with the Superintendent-Director or his designee. Such scheduling agreements shall be made in writing and copies shall be made to the President of the STA. Should additional extra time commitments be required of these employees, additional compensation shall be offered to these employees in writing on a per diem basis.

These employees may have their daily work hours adjusted, and they shall not be assigned as teacher of record for any class in recognition of their critical, time-consuming roles organizing and coordinating other important programs for students. These educators may be assigned duties by the Principal in the interest of the orderly operation of the school.

Educators serving in these positions shall supervise and evaluate members of their respective staffs, including STA members if they are serving in roles subordinate to one of these employees (e.g., the Athletic Program coordinator shall annually evaluate the performance of a coach, exclusively relative to his or her role as a coach and on a separate evaluation system not subject to bargaining, even if that coach is an STA member and is also subject to the supervision and evaluation provisions of this contract in his or her role as an educator).

An educator serving in any of these positions shall be paid a stipend equivalent to 15% of his or her annual salary on the teachers' pay scale.

### **17.3 Department Chairs**

The Superintendent-Director or his designee shall annually determine the need for curriculum, budgeting, and supervisory support for school administration and shall post appropriate department chair positions. A department chair's appointment will be made not to exceed one (1) full year.

Department chairs shall serve as direct supervisors to educators in their assigned departments, and chairs shall participate in observation, evaluation, curriculum and program development, and coordinate budgeting and purchasing activities as assigned by the Principal or other school administrators. Observation loads may be distributed to department chairs outside of their supervisory areas in order to balance the observation workload among all department chairs.

A teacher who serves as a department chair shall be assigned not more than 50 out of 80 periods over a two-week cycle. The remaining teaching periods shall be administrative periods, during which the administration may direct the activities of the chair. Department chairs shall work up to two (2) days beyond the school year as determined by the Superintendent-Director or his designee and shall be required to attend not more than two (2) after-school meetings per month.

Department Chairpersons will be protected consistent with the provisions of Chapter 71 Section 41 of the Massachusetts General Laws.

Each department chair's salary shall be appropriate placement on the teachers' salary scale plus an additional 10%. Should additional extra time commitments be required of these employees, additional compensation shall be offered to these employees in writing on a per diem basis.

#### **17.4 Lead Teachers**

The Superintendent-Director or his designee shall annually determine the need for coordination beyond the regular duties of an educator in each academic or vocational department or program and shall post lead teacher positions where needed.

Lead teachers shall not supervise other educators but shall facilitate program activities as required, under the direction of Department Chairs and school administrators (e.g., lead curriculum development projects, coordinate service to customers in certain vocational & technical programs; facilitate collection of budget advice from teachers & advisory committees).

A teacher who serves as lead teacher in a program shall have no reduction in teaching schedule. The Lead Teacher stipend during the term of this agreement shall be \$2,500 per year.

#### **17.5 Other extra duty stipend positions**

The Superintendent-Director or his/her designee shall annually determine the need for coordination beyond the regular duties of an educator in additional areas of the district's practice and shall post positions where needed. These positions shall include MCAS Remediation Facilitator, Mentoring Program Coordinator, Instructional Coach, Off-Campus Project Coordinator, or other positions depending on District need, as determined at the sole discretion of the Superintendent-Director.

A teacher serving in any of these positions shall facilitate program activities as required (e.g., the mentoring program Coordinator shall plan and implement the induction program for new educators). In some cases, these duties shall be performed outside of regular school hours, including an increase in working hours or days, and with no reduction in teaching schedule. In other cases, the nature of the work to be performed may require a reduction in teaching workload, at the sole discretion of the Superintendent-Director or his/her designee. Such terms shall be included in each annual job posting.

Each of these educators' salaries shall be appropriate placement on the teachers' salary scale plus an additional stipend of up to 10%, at the Superintendent-Director's discretion.

## **XVIII SALARIES**

**18.1** Teacher's base annual salaries during the years September 1, 2020 through August 31, 2021; September 1, 2021 through August 31, 2022; and September 1, 2022 through August 31, 2023, shall be determined in accordance with Schedules A, B and C, attached hereto, respectively.

A teacher's base annual salary for each year of this Agreement shall be paid in twenty-six (26) installments during the period September 1, 2020 through August 31, 2023, but it shall be deemed to have been earned pro rata according to the number of school days completed. In any case that a per diem fraction of an educator's salary must be calculated, such calculation shall be based on 1/180<sup>th</sup> of the educator's placement on the salary scales attached hereto.

A teacher's earned and unpaid salary will be paid on the last teacher workday in June in a lump sum payment together with the last regular payment in June. Such lump sum payment will be made as of the last regular teacher payday in June. If a payday falls on a holiday or vacation day, the payment shall be given to the teacher on the last teacher workday prior to the payday, but shall be dated as of the actual payday. Upon request by the Association by May 1, the Committee shall consult with the Association before finally establishing the paydays for the following school year. Part-time teachers shall be paid on a pro rata basis.

**18.2** There are eight (8) salary scales which are based on levels of educational attainment. A teacher shall be paid in accordance with the salary scale corresponding to his or her level of educational attainment (subject to the provisions of Section 18.5).

**18.3** Upon the hiring or rehiring of a teacher, the School District shall place the teacher on the salary scale appropriate to his or her level of educational attainment and on the step which reflects due consideration to his or her qualifications and experience.

In making such placement, the School District shall not act arbitrarily and capriciously. In no case shall a teacher who is rehired be placed on a lower step than such teacher had attained while previously in the employ of the School District. Credit for courses taken prior to employment by the School District must be presented upon request to the Superintendent-Director for evaluation and approval in connection with initial salary placement, but in no

circumstances should a new teacher be placed in an initial salary placement beyond Step 10 of the teachers' salary schedule. The School District will endeavor to establish after-school in-service education courses, as permitted by Section 7.1, to assist teachers in satisfying their professional development requirement. Credit for such courses shall be recognized for advancement to a higher salary scale in accordance with Section 18.5.

**18.4 (a)** After hiring or rehiring, a teacher shall advance one (1) step on the applicable salary scale upon completion of each additional year of service in the School District's employ. The School District may, in its discretion, withhold such step progression if a teacher has failed to comply with the requirements of Section 7.1. Any step progression so withheld shall be retroactively restored if the requirements of Section 7.1 are cumulatively fulfilled during the September through August contract year in which such step progression is first withheld; and if such requirements are cumulatively fulfilled thereafter, such step progression shall not be retroactively restored.

**(b)** Teachers who have reached the maximum step of the attached salary schedule and who fail to comply with the requirements of Section 7.1 will have their professional salaries frozen at the prior year's level until the requirements of Section 7.1 are cumulatively fulfilled. Any progression so withheld shall be retroactively restored if the requirements of Section 7.1 are cumulatively fulfilled during the September through August contract year in which the progression is first withheld; and if such requirements are cumulatively fulfilled thereafter, such progression shall not be retroactively restored.

**18.5** A teacher shall be advanced to a higher salary scale after achieving the applicable level of educational attainment. Subject to the requirements of Section 18.3 above, no advancement to a higher salary scale may be based in whole or in part upon credits acquired prior to hiring or rehiring. Credits claimed by a teacher for advancement to a higher salary scale must be based upon courses or any other credits or relevant experiences approved in advance by the Personnel Subcommittee or the Superintendent-Director (which approval shall not be unreasonably withheld). A teacher's advancement to a higher pay scale shall become effective on the September 1 or February 1 next following his or her completion of applicable requirements, and shall be implemented following receipt by the Superintendent-Director of satisfactory documentation evidencing attainment of the applicable educational level.

**18.6** An amount equal to one one-hundred-eightieth (1/180) of his or her base annual salary shall be deducted from a teacher's pay for each day when he or she is absent, other than on a leave with pay in accordance with the provisions of Articles XIX, XX, XXI, XXII, and XXV.

**18.7** Teachers hired by the School District to work beyond the established school day or work year in the following capacities (and excluding positions covered in Articles XVII, XXIV, and XXXII) shall be compensated at the then current hourly rate: teaching summer school, teaching in the Afternoon Skill Training Program, teaching in a State or Federally funded program, teaching staff development courses, tutoring or curriculum development, mobile food services, or working in other positions for which a teacher is preferred or required. The hourly rate referred to in the preceding sentence shall be \$45.00 during the term of this agreement. Excluded from this section are day teachers that teach night school, any teachers hired to perform construction-related

duties that require a permit to be filed with the local authority having jurisdiction, or work that requires a licensed individual (other than a licensed teacher) to perform such work.

**18.8** The base annual salary for the School Nurse shall be determined in accordance with Schedule D attached hereto. Additional compensation of \$1,000 will be paid for a Baccalaureate Degree in Nursing (or for a Nurse Practitioner accreditation in lieu of such degree) and \$1,600 for a Master's Degree in Nursing.

**18.9** Notwithstanding the provisions of Section 26.5 (a), no matter pertaining to initial placement shall be grievable or arbitrable unless the grievance is presented pursuant to Article 26 within twenty (20) days of the teacher's first day of work.

**18.10** The base annual salaries of teachers shall be determined in accordance with Schedules A, B and C attached hereto. Additional compensation shall be paid to teachers who have attained ten (10) or more full years continuous active service with the School District. The base annual salaries of teachers shall be increased non-cumulatively, above the amount specified in Section 18.1 and Schedules A, B, C and D as follows:

Full Years of Continuous Active Service	Amount of Increase
Beginning year 11 through year 15	1% of scheduled base annual salary, exclusive of stipends
Beginning year 16 through year 20	2% of scheduled base annual salary, exclusive of stipends
Beginning year 21 through year 25	3% of scheduled base annual salary, exclusive of stipends
Beginning year 26 through 30	4% of scheduled base annual salary, exclusive of stipends
Beginning year 31 and thereafter	5% of scheduled base annual salary, exclusive of stipends

Periods of authorized unpaid leave of absence (including periods in which a teacher may be receiving disability or worker's compensation benefits but is not otherwise receiving pay from the District) shall constitute neither a break in service nor a period of active service for purposes of this section. Paid sick days, paid personal days, paid bereavement days and paid professional days shall be counted as active service. An individual who is employed by the Committee after a break in service shall not receive credit, under this Section 18.10, for periods of employment prior to the last break in service.

## **XIX FRINGE BENEFITS**

**19.1** Blue Care Elect PPO insurance premiums and/or any other health maintenance/ organization premiums, shall be paid by the School District to the extent of eighty percent (80%) for the term of this agreement.

Blue Care Elect Preferred (Preferred Provider Organization) as used herein means Blue Cross Blue Shield Blue Care Elect Preferred (PPO) insurance or other insurance which is substantially equivalent taken as a whole. The parties acknowledge that the Blue Care Elect Preferred (PPO) insurance provided by the School District at the date of this Agreement is substantially equivalent to Blue Cross Blue Shield Blue Care Elect Preferred (PPO) insurance coverage taken as a whole.

Blue Care Elect PPO co-pay charges include:

Co Pays

\$10	Office Visit
\$50	Emergency Room Visits

**Prescription Drug Co-Pays**

\$0	Tier 1 - Generic
\$25	Tier 2 – Preferred Brand Name
\$45	Tier 3 – Non Preferred

**19.2** The District will provide a dental insurance plan. The plan as used herein means “Delta Dental Plan B with Orthodontic Rider to age 19” or equivalent. Beginning as soon as is practicable following the ratification of this agreement, the per-person annual limit on Dental coverage shall be \$2,000. The dental insurance premium shall be paid by the District to the extent of 80%.

The medical and dental insurance renewals will be presented to the Insurance Advisory Committee at least seventy-five (75) days prior to renewal. The presentation will include claims administration, reinsurance, proposed changes to the level of benefits, cost of third party stop-loss, and recommendations made by the consultant.

**19.3** Members may elect to receive \$100,000 in life insurance protection. The School District will pay 60% of the cost for life insurance. Members of the unit who reach the age of sixty-five (65) will receive insurance protection in an amount equal to sixty-five percent (65%) of the protection available to other members.

**19.4** Traveling teachers covered by this Agreement who are authorized by the Superintendent-Director to use private automobiles for school business shall be reimbursed at the Internal Revenue Service rate.

**19.5** Bereavement leave of three (3) days shall be granted to teachers upon the death of anyone in the immediate family, domestic partner, mother-in-law, father-in-law, grandparents, stepfather and stepmother, and any relative living in the household.

**19.6** Conference, convention leave may be granted, with the approval of the Superintendent-Director, with pay to attend conventions, conferences or other functions which contribute to the advancement of educational welfare in the School District.

**19.7** Educational leave of absence may be granted to teachers at the discretion of the Superintendent-Director for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Written reports shall cover all such visits. The schools visited shall be subject to the approval of the Superintendent-Director.

**19.8** The School District will comply with all State and Federal laws with respect to mandatory military leave of absence. Upon return, the teacher will be placed on the salary schedule at the level he would have attained had he remained, up to a maximum of four (4) years.

## **XX SICK LEAVE**

**20.1** A teacher's accumulated sick leave may be used without limit in the case of the teacher's personal illness. Up to five (5) days annually may be used to care for a teacher's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis, medical care, or preventative medical care, hereafter referred to as "family leave purposes." In the event a teacher uses five (5) such days but has additional need for time away from work for family leave purposes, he or she shall furnish to the District written documentation of such need, satisfactory to the District and in advance of such absence or as soon as is practical. The Superintendent-Director shall then permit the teacher to use additional accumulated sick leave for such family leave purposes, within limits to be determined by the Superintendent-Director.

A teacher who is prevented from working because of personal illness, injury or disability, or for family leave purposes shall be eligible for paid sick leave in accordance with this Article, unless he or she fails to return to work when no longer so prevented.

**20.2** Each teacher shall be entitled to fifteen (15) days paid sick leave per year, except when a new teacher or reinstated teacher begins work after the beginning of the school year, at which time he/she shall be entitled to a number of days equal to one and one-half (1 1/2) days paid sick leave for each month remaining in the school year. Unused paid sick leave shall be accumulated from year to year without limit.

**20.3** To be eligible to receive paid sick leave, a teacher must report the illness, injury, or other disability to the Superintendent-Director or his delegate as soon as is reasonably possible, but in no event less than one (1) hour prior to such teacher's scheduled reporting time on the day of absence (unless prevented from doing so for reasons of emergency), and shall also in the case of an extended absence notify the Superintendent-Director or his delegate no later than the evening before the day on which the teacher intends to return.



**20.4** To be eligible to receive paid sick leave, a teacher shall, if the School District so requests, furnish evidence satisfactory to the School District that he or she was actually prevented from working because of personal illness, injury or disability, or for family leave purposes. If the School District so desires, it may retain a physician of its own choosing at its own expense to conduct a medical examination of the teacher and to advise it concerning the condition of the teacher.

When on paid sick leave a teacher shall be treated as if he or she were in attendance. All rights, privileges, seniority, and benefits shall accrue as if the employee were at work.

**20.5** Paid sick leave shall be granted to and taken by any teacher who is entitled to Workmen's Compensation or other disability income benefits in accordance with the provisions of this Article, except that the amount of paid sick leave which such teacher shall be paid shall be reduced by the amount of Workmen's Compensation or other disability income benefits to which he/she may be entitled. In such cases, the teacher's sick leave shall be applied on a pro rata basis to make up the difference between the Workmen's Compensation payments and the teacher's base salary as set forth in Section 18.1, provided that the teacher turns over his or her Workmen's Compensation payments to the Committee.

**20.6** Upon the recommendation of the Superintendent-Director, the Committee may advance to a teacher who has exhausted his/her accumulated paid sick leave up to fifteen (15) additional days of paid sick leave.

**20.7** A teacher who has exhausted his/her accumulated paid sick leave may request an extended leave of absence under Section 23.1. Selecting the option of requesting extended leave is an option on the teacher's part, and such a teacher may instead, if eligible, seek benefits under the Sick Leave Bank pursuant to Section 20.10.

**20.8** A teacher's base annual salary shall be reduced by one one-hundred-eightieth (1/180) of such salary for each day of absence due to one or more of the reasons outlined in section 20.1 that are not covered by accumulated paid sick leave.

**20.9** At the request of the Superintendent-Director, a teacher shall submit a physician's certificate of fitness to the Committee. Such a request shall not be made arbitrarily and capriciously.

**20.10 (a)** A teacher who has completed at least one (1) full school year of continuous employment for the Committee shall be eligible to participate in a Teacher Sick Leave Bank (the "Bank"). All such teachers shall participate in the Bank during a particular school year unless they shall advise the Superintendent Director to the contrary in writing prior to the beginning of such school year.

**(b)** As required and in accordance with the provisions set forth below, the Committee shall transfer sick leave days to the Bank automatically from participating teachers' current annual sick leave credits. Newly-hired teachers shall contribute one (1) sick day to the bank on the first day of each school year, beginning with their second year of employment and

ending after their fourth year of employment, for a total contribution of three (3) days per participating teacher. In the event that the days in the Bank are exhausted, the committee shall transfer one (1) additional sick leave day from the current annual sick leave credit of each participating teacher. All days transferred to the Bank shall accumulate and carry over from year to year, and under no circumstances shall any days transferred to the Bank be restored to a teacher's personal account.

(c) The maximum number of days in the Bank that may be utilized during any school year by participating teachers shall be equivalent to twice the number of participating teachers employed by the Committee at the beginning of such school year, or three hundred (300) days, whichever is greater.

(d) Eligibility of participating teachers to draw days from the Bank shall be as follows:

- (1) A participating teacher must have exhausted all of his or her accrued sick leave days, including such days accumulated and carried over from previous years.
- (2) Participating teachers who are disabled from working for any qualifying reason as defined in Section 20.1 are eligible to draw, during any school year, no more than sixty (60) days from the Bank, in the cases of participating teachers with professional status, and up to thirty (30) days from the Bank in the cases of participating teachers without professional status for a particular incident or occasion of such disability unless approved by the Sick Leave Bank Joint Committee.

For the purpose of the preceding sentence, a full time teacher (as defined in Article I, Section 1) who is not eligible for professional teacher status under Mass. General Laws c. 71, Section 41 shall be deemed "professional status" if he or she has completed three consecutive years of full-time employment in the service of the Committee and has been appointed to a fourth such year. Each time a teacher draws days from the Bank, such days shall be deducted from his or her applicable maximum.

- (3) A waiting period of ten (10) school days without pay shall apply before a participating teacher may draw from the Bank. The waiting period shall be waived if a participating teacher seeking to draw from the Bank has utilized seven (7) or fewer sick leave days during each of at least fifty (50) percent of the years he or she has been employed by the Committee. (In the event that a teacher is or has been employed for any fractional years, any years in which such teacher utilized 7/15 or less of his or her pro rata sick leave shall be counted toward satisfaction of this standard).

(e) Participating teachers who are eligible to, and desire to, draw days from the Bank shall apply to the Sick Leave Bank Joint Committee (the "Joint Committee") which shall administer the granting of days from the Bank subject to the following considerations:

- (1) The Joint Committee shall consist of three (3) members appointed by the Committee or its designee, and three (3) members appointed by the Association. Decisions respecting the awarding of days from the Bank or otherwise shall require four affirmative votes.
- (2) The Joint Committee may require of an eligible participating teacher who applies for days from the Bank evidence satisfactory to it that such teacher is disabled from working because of personal illness, injury, or disability and may further retain a physician of its own choosing at the Committee's expense to conduct a medical examination of such teacher and to advise it concerning the condition of the teacher.
- (3) Subject to the limitations set forth in Section 20.10(d) above, the Joint Committee may in its discretion award to eligible participating teachers days from the Bank in increments of not more than thirty (30) days which do not extend beyond the final teaching day of the regular school year.
- (4) A decision of the Joint Committee concerning the application of an eligible participating teacher for days for the Bank shall be final and shall not be subject to grievance or arbitration pursuant to Article XXVI or Article XXVII, providing that such decision is (i) unanimous, or (ii) based on the Joint Committee's judgment as to the medical condition of such teacher, or (iii) not arbitrary and capricious.

**20.11 (a)** An eligible teacher shall receive upon the termination of his or her employment with the Committee a sum of money equivalent to the product of (i) the number of such teacher's unused sick leave days which have been accumulated in accordance with Section 20.11 (b) below beginning with the 1975-1976 school year provided said number of days does not exceed one hundred eighty (180) (ii) 33 1/3%, and (iii) one one-hundred-eightieth (1/180) of such teacher's annual base salary during his or her final year in the Committee's employ as a teacher. Such sum of money shall not exceed \$29,000.

Base salaries, for the purpose of this section, are limited to the amounts indicated on Schedules A, B and C attached. An eligible teacher within the meaning of this Section shall be:

- (1) a teacher with professional status who has been employed by the Committee in a full-time professional capacity at the School for not less than fifteen (15) years and whose termination of employment is not for cause attributable to such teacher (e.g., not for disciplinary reasons or for reasons of poor performance); or
- (2) a full-time teacher with professional status who dies while in the active employ of the Committee; or

- (3) a full time teacher with professional status who has served the District for a minimum of five (5) years and who retires pursuant to the Teachers Retirement System (Massachusetts General Laws, c32).

For the purpose of the preceding sentence, a full time teacher (as defined in Section 1.1) who is not eligible for 'professional status' under Mass. General Laws c. 71, Section 41 shall be deemed "teacher with professional status" if he or she has completed three consecutive years of full-time employment in the service of the Committee and has been appointed to a fourth such year.

(b) If any eligible teacher within the meaning of Section 20.11 (a) above intends to resign or retire, he or she may submit a written statement of such resignation or retirement to the Committee prior to the commencement of his or her final year and may request that the amount computed pursuant to Section 20.11 (a) above be apportioned pro rata among his or her final year periodic salary payments. Such request will normally be granted by the Committee and will not be unreasonably denied. If the Committee is not so notified, an eligible teacher shall receive the amount computed pursuant to Section 20.11 (a) above in a single payment (less deductions) promptly following the cessation of his or her employment or, if feasible and with the approval of the Committee (which shall not be unreasonably withheld), as part of such teacher's remaining salary payments. Any eligible teacher who receives payment in accordance with this Section 20.11 (c) but whose employment with the Committee does not for any reason terminate as anticipated, or who ceases but later resumes employment with the Committee, shall refund to the Committee all money received pursuant to this Section. The Committee may, in its discretion, deduct all such amounts owed to it from the indebted teacher's salary or from any other monies owed by the Committee to such a teacher.

(c) Any paid leaves during which an eligible teacher was employed by the Committee shall be counted towards determining years of service for the purpose of this Section. Any periods during which the teacher was employed full time or less than a full school year shall be cumulated to determine the number of years of full-time employment with the Committee. Any period during which the teacher was employed less than full-time shall be quantified in determining the number of years of full-time employment with the Committee. No such periods of employment, which have preceded a break in service of at least seven (7) years, shall be counted towards determining years of service for the purpose of this section.

**20.12** Any teacher who has accumulated one hundred eighty (180) or more sick days and uses three (3) or fewer of their combined annual allotment of sick and personal days in a school year will be eligible for a lump sum payment of  $4/180^{\text{th}}$  of their annual base salary at the end of that year. Base salaries, for the purpose of this section, are limited to the amounts indicated on Schedules A, B,C and D attached. In order to receive this payment, the teacher must choose to "give back" all his or her remaining sick and personal days from that year rather than add them to his or her total accumulated sick time for the purpose of termination of employment as it relates to Article 20.11 (a).

**20.13** The School Committee will establish and maintain a fund for the purpose of accumulating money to pay for compensated absences pursuant to this Agreement. Nothing in

this Section shall alter or diminish the obligations of the Committee to the teachers under Article 20 or under any other provision of this Agreement.

## **XXI PERSONAL LEAVE**

**21.1** The parties recognize that absences may be detrimental to the educational process and therefore must be held to a minimum in accordance with the provisions set forth below.

**21.2** A teacher shall be eligible, upon notification to the Superintendent-Director, for not more than three (3) days' leave with pay in any one work year for important personal activity which is reasonably necessary to attend to within school hours. Such activity shall include, but not be limited to business or legal affairs, serious family illness, funeral, selective service examination, and observance of major religious holidays of the religious faith to which a teacher belongs. In addition, and upon the same terms and conditions, but subject to approval of the Superintendent-Director, a teacher shall be eligible for a fourth (4) day leave with pay to be subtracted from his or her current annual sick leave credit. Personal leave may not be taken for the purpose of extending a school vacation or holiday. Personal leave may not be accumulated. Personal leave may not be taken in the month of June without advanced approval of the Superintendent-Director.

**21.3** To be eligible to take personal leave, a teacher must give written notice to the Superintendent-Director at least forty-eight (48) hours before the intended leave is to be taken, except in cases of emergency, when notification may be made by telephone to be followed by a written notice.

In the event that a teacher desires to take personal leave on a day or days before or after a school vacation or holiday, the request shall be submitted for approval by the Committee's Personnel Subcommittee, or its designee, at least five (5) school days in advance, except that in cases of emergency the Superintendent-Director may approve such a request.

In the event that personal leave is desired for a day or days immediately before or after a school vacation or holiday, or there is reason to believe that the use of personal leave is being abused, the Personnel Subcommittee may require satisfactory evidence that the purpose of the leave meets the requirements of Section 21.2. It is recognized that abuse of personal leave may result in discipline pursuant to Section 12.1

**21.4** Nothing in this Article shall preclude the Superintendent-Director from granting additional personal leave with or without pay, which he in his sole judgment deems warranted. In any case of leave without pay, a deduction from salary shall be made of one one-hundred-eightieth (1/180) of the teacher's base annual salary for each such day.

## **XXII SABBATICAL LEAVE**

**22.1** A sabbatical leave for advanced study or research may be granted by the Committee, in its sole discretion and upon recommendation by the Superintendent-Director, to a teacher who has completed five (5) consecutive years of active service in the Shawsheen Valley Regional Vocational/Technical High School, where such leave would, in the opinion of the Committee, contribute to the instructional program of the School.

**22.2** A teacher who applies for sabbatical leave must submit a written request to the Superintendent-Director by January 1 next prior to the school year during which such teacher desires sabbatical leave. All such requests shall be approved or disapproved not later than May 1 or seven (7) days after the next year's school budget is approved by member towns whichever is later. Such request must describe the intended sabbatical leave program of study or research to be pursued and the contribution such program is likely to make to the School and the professional ability of the teacher. The Committee will review all requests for sabbatical leave submitted in accordance with this Section.

**22.3** Sabbatical leave may be for a period of one (1) year or one-half (1/2) year.

**22.4** Sabbatical leave pay shall be at one-half (1/2) of a teacher's base annual salary for a full year sabbatical leave or at full base annual salary for a one-half (1/2) year sabbatical leave.

**22.5** Before accepting a sabbatical leave, a teacher shall sign an agreement with the Committee to return immediately upon completion of such sabbatical leave to active service for the Committee for a period equal to at least twice the length of such sabbatical leave and that, in default of completing such service, such teacher shall refund to the Committee such proportion of the sabbatical leave pay received as the amount of service not rendered as promised bears to the whole amount of service agreed to be rendered, provided the teacher may be released from such payment if his or her failure to serve twice the length of the leave is due to death, permanent disability, non-reappointment because of elimination of teacher's position, or other reason deemed sufficient by the Committee.

**22.6** A teacher returning from sabbatical leave shall, if feasible, be placed in the position he or she previously held, (otherwise, the teacher shall be placed in a substantially equivalent position for which he or she is qualified) and on the step on the salary schedule he or she would have attained had he or she remained in the Committee's active service. During such leave, a teacher shall be considered actively employed by the Committee.

**22.7** No teacher may apply for another sabbatical leave until such teacher has completed seven (7) consecutive years of active service since such teacher's last sabbatical leave.

**22.8** Upon completion of a sabbatical leave, the teacher shall submit a written report to the Superintendent-Director containing any transcript of college or university work done while on leave, and other reasonably pertinent or interpretative information considered appropriate by the Committee to an evaluation of such teacher's sabbatical leave program.

**22.9** While on sabbatical leave, a teacher shall not engage in remunerative work which is inconsistent with accomplishing the purpose of the leave. If a teacher on a one (1) year sabbatical

leave engages in remunerative work for more than twenty (20) hours per week, or if a teacher one-half (1/2) year sabbatical leave engages in remunerative work for more than ten (10) hours per week, such teacher shall first obtain the written approval of the Superintendent-Director. Such approval shall not be unreasonable withheld.

**22.10** Not more than two (2) teachers from the School and not more than one (1) teacher from a department may be on sabbatical leave at the same time.

### **XXIII EXTENDED LEAVE**

**23.1** Extended leaves of absence without pay may be granted at the sole discretion of the School District for personal illness of the teacher, caring for a sick member of the Teacher's immediate family, serving in an elective or appointive public office, or for other reasons deemed sufficient by the School District. All benefits to which a teacher was entitled at the time any extended unpaid leave commenced, including accumulated sick leave, will be restored to the teacher upon return from any such leave. The parties recognize that no specific position can be held open during any extended unpaid leave, but in all instances every effort will be made to assign a teacher to the same or a substantially equivalent position to the one held at the time the leave began. In determining the placement on the salary schedule of a teacher who returns from an extended leave of absence, credit for a full year of teaching will be given on the schedule for the school year during which the leave began if the teacher completed at least ninety (90) school days of teaching during said school year; otherwise, the teacher shall return to the step on the salary schedule which he or she held prior to the commencement of such leave.

**23.2** A teacher may return from an extended leave of absence without pay at the termination of the period approved by the School District in connection with the granting of the leave, subject to the provisions of Section 23.1. A teacher who desires to return at a different time may do so upon the approval of the School District.

**23.3** Under no circumstances shall the period of any unpaid leave of absence count as "service" for purpose of determining eligibility for 'professional status' under General Laws, Chapter 71, Section 41 and Section 42.

**23.4** All requests for leaves of absence, extensions or renewals must be in writing. In cases of extensions or renewals, such requests must be received by the Committee by March 1 of each year in which the leave expires, when possible. Teachers planning on returning must so notify the Superintendent-Director by March 1.

### **XXIV EXTRA - CURRICULAR ACTIVITIES**

Appointments to extra-curricular activities will be voluntary. The following positions for advisors will be established according to need and will receive compensation in accordance with Schedule E, F, and G attached hereto:

Student Council Advisor  
Freshman Class Advisor  
Sophomore Class Advisor  
Junior Class Advisor  
Senior Class Advisor  
Newspaper Advisor  
Alumni Advisor  
Shawsheen Honor Society  
Web Advisor  
Assistant SkillsUSA Advisor

Yearbook Advisors  
Intramural Sports Advisor  
Club Advisors  
Parent Council Advisor  
Drama Advisor  
District SkillsUSA Advisor  
SkillsUSA Shop Advisors  
Oratory Advisor  
Business Professionals Advisor

Extra-curricular positions are educational in nature and are integral to the mission of the Shawsheen Valley Regional Vocational/Technical School District to educate Shawsheen Valley Technical High School students. A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility. When such authority or responsibility is assigned or when a new extra-curricular position is created, the Association and the Committee agree to negotiate an appropriate annual stipend.

The teacher appointed to a particular advisor position shall be placed on the step which corresponds to his/her length of service in that position. All extra-curricular activities will be published and distributed to each faculty member. Compensation to advisors shall be paid in three (3) equal payments due on the last payday in November, March, and June respectively. Final compensation is subject to certification by the school Principal that all the duties of the particular position have been fulfilled. Said duties will be listed when said position is posted. For those activities of duration less than the whole school year, the payment schedule shall be abbreviated so that the Advisor will receive his/her final paycheck when his/her activity ends, and the school Principal certifies that all posted duties have been fulfilled. In the event that the Committee elects to create additional extra-curricular positions, it will bargain with the Association concerning the wages, hours, and other terms and conditions of such positions.

## **XXV MATERNITY LEAVE**

**25.1** Teachers who are prevented from working by pregnancy-related disabilities shall be eligible for sick leave pursuant to Article XX.

**25.2** Maternity leave (beyond the sick leave that is provided pursuant to Section 25.1) not to exceed two (2) years from the September 1 following the birth of the child will be granted to a teacher with professional status or a teacher hired prior to September 1, 1981 for the purpose of child rearing.

**25.3** The teacher must notify the Superintendent-Director by the first of March of the year in which her leave pursuant to Section 25.2 expires of her intention either to return in September (by signing a contract) or of her intention to retire from or leave the School system.



**25.4** In the event the child does not live, the teacher may make written application for reinstatement. Such reinstatement may be granted by the Committee upon the recommendation of the Superintendent-Director.

**25.5** In determining the placement on the salary schedule of a teacher who returns from a maternity leave of absence, credit for a full year of teaching will be given on the salary schedule for the school year during which the leave began if the teacher completed at least half the number of school days during said school year, otherwise, the teacher shall return to the same step on the salary schedule which applied prior to the commencement of such leave. It is understood that a teacher returning from maternity leave of absence will, subject to the provisions of Article XIII, be placed in the same or substantially equivalent position to the one she held at the time the leave began. Appointments made to other candidates must clearly state that the position is of an interim nature and will cease to exist when the teacher on maternity leave returns.

## **XXVI GRIEVANCE PROCEDURE**

**26.1** The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. All grievances will be handled as provided in this Article. However, matters concerning discharge or suspensions will follow the procedures set forth under Article 12 of this agreement.

Parties agree that such procedures shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any teacher from individually presenting any grievance to his or her employer without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and provided further that the Association may be present at grievance meetings (other than that at Level 1) and state its position on the grievance if the teacher so desires.

**26.2** The following definitions shall apply for purposes of this Agreement.

(a) A “grievance” shall mean a complaint by a teacher that as to such teacher the District has interpreted and applied this Agreement in violation of a specific provision hereof. A “grievance” shall also mean such a complaint by the Association in any cases where interpretation and application of this Agreement by the District applies to and affects all teachers.

(b) An “aggrieved teacher” shall mean the teacher making the complaint.

**26.3** A matter which is not specifically covered by the Agreement or which is reserved by the statute or regulation of any agency of the Commonwealth to the discretion of the School District is not subject to the arbitration procedures of Article XXVII. Only grievances defined above may be arbitrated under Article XXVII.

**26.4** 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. The time limits specified may be extended only by prior mutual agreement.

**26.5** The processing of grievances shall be undertaken in accordance with the following procedures:

- (a)** Level 1. The aggrieved teacher shall present his or her grievance to the Principal within ten (10) school days of the day the aggrieved teacher knew or should reasonably have known of the event or events of which the grievance is based.
- (b)** Level 2. If the grievance is not settled to the teacher's satisfaction at Level 1, the grievance shall be presented to the Superintendent-Director in writing signed by the aggrieved teacher and by a member of the Association's Grievance Committee within twenty (20) school days of the day the aggrieved teacher knew or should reasonably have known of the event or events on which the grievance is based. The grievance shall state, so far as is then known, the provision(s) of the Agreement alleged to have been violated, all the facts on which the grievance is based, and the remedy sought. The Superintendent-Director shall respond in writing within five (5) school days after the Level 2 meeting.
- (c)** Level 3. If the grievance shall not have been settled to the aggrieved teacher's satisfaction at Level 2, the aggrieved teacher shall notify the Chairperson of the Association's Grievance Committee of his or her desire to proceed to Level 3. The grievance shall be submitted in writing by the Association by certified mail or by hand delivery with signature receipt duplicated to both parties to the Chairperson of the Committee and to the Superintendent-Director within twenty (20) school days of having received the Level 2 response or if no response is received then within forty (40) school days of the teacher having submitted the Level 2. Such submission shall be mailed c/o the School District, 100 Cook Street, Billerica, Massachusetts 01821. Within twenty (20) school days following such submission to the Committee, the aggrieved employee and the Chairperson of the Association's Grievance Committee, accompanied by a Massachusetts Teachers Association representative and/or members of the Association's Executive Board, if the Chairperson so desires, shall meet with the Committee's Personnel Subcommittee (and/or its designee) so that the Personnel Subcommittee may investigate the grievance in detail. Within seven (7) calendar days after such meeting, the Personnel Subcommittee shall advise the aggrieved employee and the Association in writing of the Subcommittee's recommendation concerning the grievance. If the Subcommittee recommends a disposition other than denial of the grievance, then the Subcommittee will present its recommendation to the School Committee at the School Committee meeting next following the conclusion of the seven (7) day period, and the School Committee's decision on the grievance shall be due the following day. If the Subcommittee does not recommend that the grievance be granted, the Association may elect to treat the matter as not resolved at Level 3. If the Association does not so elect, the grievance may be presented to the School

Committee at the School Committee meeting next following the conclusion of the seven (7) day period.

**26.6** If a decision at any level is not provided within the time limits specified in Level 1, then the grievance shall be deemed denied on the day the decision was due, if applicable, and shall be qualified to be taken to the next higher level.

**26.7** No grievance shall be considered which is not presented within the time limits specified in Level 1. If the grievance is once settled or if the action required to present the grievance to the next higher level shall not have been taken within the specified time limits, the grievance shall be deemed to have been waived and shall not thereafter be subject to the grievance procedure or to arbitration under Article XXVII, unless such settlement is not enforced or is found to be in violation of the specific terms of this Agreement.

**26.8** The District and the Association agree to furnish to the other upon request such information in aid of the grievance procedure as is required under law in the fulfillment of duty to bargain in good faith.

**26.9** All documents, communications and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

**26.10** No grievance in process during the term of this Agreement shall lapse because of the termination of this Agreement. Any such grievance shall be disposed of under the procedures provided by this Agreement.

**26.11** The Committee recognizes the right of the individual teacher to bring a problem before the Committee without filing a grievance if the problem has not been resolved at the Administrative level. A teacher's actions under this Section 26.11 shall not operate to toll the time limits set forth in Section 26.5 above.

## **XXVII ARBITRATION**

If the grievance has not been resolved to the satisfaction of the Association in Level 3 of Section 26.5, the Association may, by giving written notice to the Committee within ten (10) school days after the conclusion of the meeting of the School Committee or Personnel Subcommittee, as the case may be, referred to in Level 3, submit the grievance to arbitration. Such notice shall be addressed to "(Name of incumbent School Committee Chairperson), Chairperson, Shawsheen Valley Regional Vocational/Technical School District Committee, 100 Cook Street, Billerica, Massachusetts 01821". In the event the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this Article. The arbitrator shall be selected by mutual agreement of the parties. If the parties have not agreed upon the selection of an arbitrator, the Association may, within thirty (30) calendar days after the conclusion of the meeting of the School Committee or Personnel Subcommittee, as the case may be, submit the grievance to the American Arbitration Association. No demand for arbitration shall be arbitrable unless it is filed within said thirty (30) calendar days

after the Committee has received written notice of submission to arbitration, or unless the Committee (or its duly authorized representative) agrees in writing to an extension of such time limit. The arbitrator shall be selected in accordance with the then applicable Voluntary Labor Arbitration Rules of the American Arbitration Association. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The Committee and the Association shall share equally in compensation and expenses of the arbitrator. Either the Committee or the Association shall have standing to question arbitrability in arbitration or in an appropriate forum. The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. The arbitrator may or may not make his award retroactive as the equities of the case may require and may award arbitration fees to the prevailing party if he/she determines that the opposing party position was frivolous. The arbitrator shall have no authority to make any award except in respect of the aggrieved teacher who signed the grievance pursuant to Section 26.5 (b) (or in respect of the Association, in the case of grievance by the Association pursuant to Section 26.2 (a) ). Each grievance shall be separately processed in any arbitration proceedings hereunder unless the parties otherwise agree. The arbitrator shall furnish a written opinion specifying the reason for his decision. The decision of the arbitrator, if within the scope of his authority and power under this Agreement, shall be final and binding upon the Committee, the Association, and the teacher who initiated the grievance.

## **XXVIII CONTINUITY OF OPERATIONS**

Neither the Association nor any Association officer, Association representative or teacher shall engage in, induce, or encourage any strike (whether sympathetic, general, or of any other kind, walkout, work stoppage, sit down, slow down, withholding of services, or any other interference with the operations of the school system). The Committee agrees not to conduct a lockout. The Association and its officers shall not be considered to have violated this Article if they have used all reasonable efforts to prevent or cause to cease the activities prohibited by this article. In the event of a violation of this Article, the Committee or the Association, as the case may be, may at its option institute any or all proceedings in court of law or in equity or in arbitration pursuant to the procedures described in Article XXVII.

## **XXIX SEVERANCE OF PROVISIONS**

Should any provision of this Agreement be or become invalid because of any existing or future provisions of law, court decision, or administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

## **XXX PRECEDENCE OF LAWS AND REGULATIONS**

Achieving the educational objectives of the School System is of paramount interest to the parties hereto, as well as in the public interest. In administering all matters covered by this Agreement, the Committee and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations. Should any provision of this Agreement be deemed to conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such law or regulations.

### **XXXI COACHING**

Coaching appointments shall be made for periods not exceeding one (1) school year. The Athletic Director will conduct a minimum of two formal comprehensive evaluations per season on each coach and said evaluations will be submitted to the Principal at the completion of the respective sport season. The first evaluation will be conducted no later than one-half (1/2) of the time into the specific sport season and the second at the end of the last event of the season. A signed copy of the evaluation will be presented to the coach indicating he/she has read the evaluation. The final evaluation will indicate whether the evaluator intends to recommend or not recommend the coach for the same position in the future.

Coaching positions are educational in nature and are integral to the mission of the Shawsheen Valley Regional Vocational/Technical School District to educate Shawsheen Valley Technical High School students. A teacher who has unusual authority and responsibility over an activity may receive additional compensation while carrying out that responsibility. When such authority or responsibility is assigned or when a new coaching position is created, the Association and the Committee agree to negotiate an appropriate annual stipend.

Payment will be in three (3) equal payments for coaching positions extended through the season, in accordance with the compensation schedules attached hereto as Schedule H, I, J. A teacher appointed to a particular coaching position shall be placed on the step which corresponds to his or her length of service in that position or in a similar position.

ESports. It is explicitly understood that eSports is a one-season sport which will be compensated on a per-season basis.

### **XXXII NIGHT SCHOOL DIRECTOR**

The positions of Night School Director is a yearly appointment determined by the Superintendent-Director. Compensation is determined by the School Committee.

### **XXXIII TEACHER MENTORING**

Teacher mentoring positions will be made available at the discretion of the Superintendent-Director in accordance with the conditions and job descriptions included in the Shawsheen Valley Technical High School Teacher Mentor Program Manual. Teacher Mentor Coordinator's compensation in accordance with Schedule E, F, and G (Advisors Salaries).

Teacher mentor yearly appointments shall be determined by the Superintendent-Director. Compensation for these positions shall be \$700 plus the hourly rate from Section 18.7 for attending meetings and training sessions with other mentors beyond the school day or school year. Such meetings will be scheduled in advance and placed on the School Calendar. Mentor positions will be made available at the discretion of the Superintendent-Director in accordance with the conditions and job description included in the Shawsheen Valley Technical High School Teacher Mentor Program Manual.

**XXXIV EARLY RETIREMENT INCENTIVE**

**34.1** A teacher who has completed at least fifteen (15) years of service as a teacher for the School District and who has given the Committee notice, on a form prepared by the Committee, by August 1 of any year of this contract that he/she will retire early, will be eligible for an early retirement incentive paid as a bonus upon the effective date of retirement. For purposes of this section, the term "early retirement" shall mean retirement at the end of the school year in which the teacher attains age 55, 56, 57, 58, 59, 60, 61, 62, 63, or 64, and the term "retirement" shall mean that the teacher is immediately eligible to apply for and receive retirement pay from the Teachers' Retirement Board, whether or not the teacher files his/her retirement papers immediately with the Teachers' Retirement Board. Notice of intention to retire is final and irrevocable and teachers electing early retirement incentive must leave the employ of the School District effective on the date specified in the written notice.

**34.2** The amount of early retirement incentive shall be a percentage of the difference between a teacher's base annual salary, as determined by Schedules A, B, C and D, as attached hereto, and that for Step 1, Column 1 and shall be based upon the age of the teacher as of December 31 of the teacher's final school year as follows:

Age at Early Retirement	Early Retirement Incentive -- Percentage Factor
55	50%
56	45%
57	40%
58	35%
59	30%
60	25%
61	20%
62	15%
63	10%
64	5%

**34.3** The prior notice provision and/or the age 55 requirement shall be waived for any teacher who has met all the other criteria of 34.1 and who has become eligible to retire under the following circumstances:

- (a) as a result of RIF, death, disability, or other hardship;
- (b) For any reason and is between the ages of 49 and 55;
- (c) as a result of qualifying for any incentive retirement program caused by action taken by the state or federal government and accepted by the School District.

Teachers eligible for Early Retirement Incentive under 34.3, and who have not attained the age of 55, shall have their incentive pay calculated in 34.2 as if they were 55 years of age.

**XXXV DURATION**

This Agreement shall become effective as of April 28, 2020 and shall continue in full force and effect until August 31, 2023. Either party to this Agreement may initiate negotiations for a successor agreement to the Agreement to be effective on or after September 1, 2023 by tending written notice to the other party on or after September 1, 2022.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year shown below.

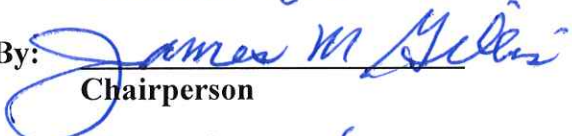
**Shawsheen Teachers' Association**

By:   
President

Date: 4/28/2020

**Shawsheen Valley Regional  
Vocational/Technical School  
District Committee**

*Personnel JG JB*

By:   
Chairperson

Date: 4/28/2020

Salary Scales

Schedules A/B/C

**Schedule A: 2020-2021**

	I	II	III	IV	V	VI	VII	VIII
		+15	+30	+45	+60	+75	+90	+105
		+15	+30	+45	+60	+75	+90	+105
Academic Bachelor's	1	59,243	61,168	63,156	65,209	67,328	69,516	71,775
	2	61,168	63,156	65,209	67,328	69,516	71,775	74,108
	3	63,156	65,209	67,328	69,516	71,775	74,108	76,331
	4	65,209	67,328	69,516	71,775	74,108	76,331	78,621
	5	67,328	69,516	71,775	74,108	76,331	78,621	80,980
	6	69,516	71,775	74,108	76,517	78,621	80,980	83,409
	7	71,775	74,108	76,517	78,812	80,980	83,409	85,912
	8	74,108	76,517	78,812	81,177	83,409	85,912	88,489
	9	76,517	79,003	81,177	83,612	85,912	88,489	91,144
	10	79,003	81,374	83,612	86,120	88,489	91,144	93,650
	11	81,571	83,815	86,120	88,704	91,144	93,650	96,226
	12	84,222	86,329	88,704	91,365	93,650	96,226	98,872
	13	86,749	88,919	91,365	93,877	96,226	98,872	101,344
	14	89,351	91,587	94,106	96,459	98,872	101,344	103,877
	15	92,032	94,334	96,694	99,112	101,344	103,877	106,214
Vocational Licensure	16	94,793	96,928	99,353	101,590	103,877	106,214	108,604



Salary Scales

Schedules A/B/C

**Schedule B: 2021-2022**

	I	II	III	IV	V	VI	VII	VIII
	Bachelor's	+15	+30	+45	+60	+75	+90	+105
	Licensure	+15	+30	+45	+60	+75	+90	+105
Academic	1 58,910	60,872	62,850	64,893	67,002	69,180	71,428	73,749
	2 60,872	62,850	64,893	67,002	69,180	71,428	73,749	76,146
	3 62,850	64,893	67,002	69,180	71,428	73,749	76,146	78,431
	4 64,893	67,002	69,180	71,428	73,749	76,146	78,431	80,783
	5 67,002	69,180	71,428	73,749	76,146	78,431	80,783	83,207
	6 69,180	71,428	73,749	76,146	78,621	80,783	83,207	85,703
	7 71,428	73,749	76,146	78,621	80,980	83,207	85,703	88,274
	8 73,749	76,146	78,621	80,980	83,409	85,703	88,274	90,922
	9 76,146	78,621	81,176	83,409	85,911	88,274	90,922	93,650
	10 78,621	81,176	83,611	85,911	88,489	90,922	93,650	96,226
	11 81,176	83,814	86,120	88,489	91,143	93,650	96,226	98,872
	12 83,814	86,538	88,703	91,143	93,877	96,226	98,872	101,591
	13 86,538	89,134	91,364	93,877	96,459	98,872	101,591	104,130
	14 89,351	91,808	94,105	96,694	99,112	101,591	104,130	106,734
	15 92,255	94,563	96,928	99,353	101,837	104,130	106,734	109,135
	16 95,253	97,400	99,594	102,085	104,383	106,734	109,135	111,591

Salary Scales

Schedules A/B/C

**Schedule C: 2022-2023**

	I	II	III	IV	V	VI	VII	VIII
		+15	+30	+45	+60	+75	+90	+105
		+15	+30	+45	+60	+75	+90	+105
Academic Bachelor's	1	60,530	62,546	64,579	66,678	68,845	71,082	73,392
	2	62,546	64,579	66,678	68,845	71,082	73,392	75,777
	3	64,579	66,678	68,845	71,082	73,392	75,777	78,240
	4	66,678	68,845	71,082	73,392	75,777	78,240	80,587
	5	68,845	71,082	73,392	75,777	78,240	80,587	83,005
	6	71,082	73,392	75,777	78,240	80,783	83,005	85,495
	7	73,392	75,777	78,240	80,783	83,206	85,495	88,060
	8	75,777	78,240	80,783	83,206	85,703	88,060	90,702
	9	78,240	80,783	83,408	85,703	88,274	90,702	93,423
	10	80,783	83,408	85,911	88,274	90,922	93,423	96,226
	11	83,408	86,119	88,488	90,922	93,650	96,226	98,872
	12	86,119	88,918	91,143	93,650	96,459	98,872	101,591
	13	88,918	91,586	93,877	96,459	99,112	101,591	104,384
	14	91,808	94,333	96,693	99,353	101,837	104,384	106,994
	15	94,792	97,163	99,594	102,085	104,638	106,994	109,669
	16	97,872	100,078	102,333	104,892	107,254	109,669	112,136

Nurse's Salary

Schedule D

---

	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
<b>1</b>	57,168	58,740	60,355
<b>2</b>	59,451	61,086	62,766
<b>3</b>	61,705	63,402	65,146
<b>4</b>	63,961	65,720	67,528
<b>5</b>	66,231	68,052	69,924
<b>6</b>	67,930	69,798	71,717
<b>7</b>	70,748	72,693	74,692
<b>8</b>	73,019	75,027	77,090
<b>9</b>	75,283	77,353	79,480
<b>10</b>	77,554	79,687	81,879
<b>11</b>	79,799	81,993	84,248
<b>12</b>	82,192	84,453	86,775
<b>13</b>	84,609	86,936	89,327
<b>14</b>	86,809	89,196	91,649

Advisors' Salaries

Schedules E/F/G

Step	Schedule E: 2020-2021			Schedule F: 2021-2022			Schedule G: 2022-2023		
	1	2	3	1	2	3	1	2	3
Student Council	3,039	3,242	3,445	3,123	3,331	3,540	3,208	3,422	3,637
Freshman Class Advisor	2,736	2,938	3,141	2,811	3,019	3,228	2,889	3,102	3,317
Sophomore Class Advisor	3,039	3,242	3,445	3,123	3,331	3,540	3,208	3,422	3,637
Junior Class Advisor	3,546	3,749	3,951	3,643	3,852	4,059	3,743	3,958	4,171
Senior Class Advisor	4,255	4,660	5,066	4,372	4,788	5,205	4,492	4,920	5,349
Newspaper Advisor	3,039	3,242	3,445	3,123	3,331	3,540	3,208	3,422	3,637
Yearbook - Business	3,647	3,849	4,053	3,747	3,955	4,165	3,850	4,064	4,279
Yearbook - Layout	4,255	4,660	5,066	4,372	4,788	5,205	4,492	4,920	5,349
Intramural - Each	3,039	3,242	3,445	3,123	3,331	3,540	3,208	3,422	3,637
Club Advisors - Each	608	709	812	625	729	834	642	749	857
Parent Advisory Council	2,736	2,938	3,141	2,811	3,019	3,228	2,889	3,102	3,317
Performing Arts	3,039	3,242	3,445	3,123	3,331	3,540	3,208	3,422	3,637
SkillsUSA Advisor	6,445	7,046	7,534	6,623	7,240	7,742	6,805	7,439	7,955
SkillsUSA Assistant Advisor	4,297	4,613	4,637	4,415	4,740	4,765	4,537	4,871	4,896
Alumni Association Advisor	2,736	2,938	3,141	2,811	3,019	3,228	2,889	3,102	3,317
National Honor Society	2,736	2,938	3,141	2,811	3,019	3,228	2,889	3,102	3,317
Oratory Club	2,736	2,938	3,141	2,811	3,019	3,228	2,889	3,102	3,317
Web Advisor	2,736	2,938	3,141	2,811	3,019	3,228	2,889	3,102	3,317
On Line Literary Advisor	2,736	2,938	3,141	2,811	3,019	3,228	2,889	3,102	3,317
Gay Straight Alliance Advisor	2,736	2,938	3,141	2,811	3,019	3,228	2,889	3,102	3,317
Morning AM Monitors	2,620	2,620	2,620	2,692	2,692	2,692	2,766	2,766	2,766
Web Page Content Manager	2,736	2,938	3,141	2,811	3,019	3,228	2,889	3,102	3,317
Robotics Club Advisor	3,647	3,849	4,053	3,747	3,955	4,165	3,850	4,064	4,279
Assistant Robotics Advisor	2,736	2,938	3,141	2,811	3,019	3,228	2,889	3,102	3,317

Coaches' Salaries

Schedules H/I/J

	Schedule H: 2020-2021			Schedule I: 2021-2022			Schedule J: 2022-2023		
	1	2	3	1	2	3	1	2	3
Head Football	10,750	11,358	11,764	11,046	11,670	12,088	11,349	11,991	12,420
Assistant Football(s)	5,781	6,186	6,694	5,940	6,356	6,878	6,103	6,531	7,067
Head Hockey	7,809	8,012	8,417	8,024	8,232	8,648	8,244	8,458	8,886
Assistant Hockey(s)	5,577	5,882	6,287	5,730	6,044	6,460	5,888	6,210	6,638
Head Boys' Basketball	7,403	7,708	8,113	7,606	7,920	8,336	7,815	8,137	8,565
Assistant Boys' Basketball	5,273	5,577	5,983	5,418	5,730	6,148	5,567	5,888	6,317
Freshman Basketball	4,259	4,462	4,665	4,376	4,584	4,794	4,497	4,710	4,925
Head Girls' Basketball	7,403	7,708	8,113	7,606	7,920	8,336	7,815	8,137	8,565
Assistant Girls' Basketball	5,273	5,577	5,983	5,418	5,730	6,148	5,567	5,888	6,317
Head Baseball	7,403	7,708	8,113	7,606	7,920	8,336	7,815	8,137	8,565
Assistant Baseball	5,273	5,577	5,983	5,418	5,730	6,148	5,567	5,888	6,317
Freshman Baseball	4,259	4,462	4,665	4,376	4,584	4,794	4,497	4,710	4,925
Head Softball	7,403	7,708	8,113	7,606	7,920	8,336	7,815	8,137	8,565
Assistant Softball	5,273	5,577	5,983	5,418	5,730	6,148	5,567	5,888	6,317
Freshman Softball	4,259	4,462	4,665	4,376	4,584	4,794	4,497	4,710	4,925
Head Lacrosse	7,403	7,708	8,113	7,606	7,920	8,336	7,815	8,137	8,565
Assistant Lacrosse	5,273	5,577	5,983	5,418	5,730	6,148	5,567	5,888	6,317
Head Soccer	7,403	7,708	8,113	7,606	7,920	8,336	7,815	8,137	8,565
Assistant Soccer	5,273	5,577	5,983	5,418	5,730	6,148	5,567	5,888	6,317
Head Spring Track	7,403	7,708	8,113	7,606	7,920	8,336	7,815	8,137	8,565
Assistant Spring Track	5,273	5,577	5,983	5,418	5,730	6,148	5,567	5,888	6,317
Head Swimming	5,172	5,476	5,882	5,314	5,626	6,044	5,460	5,781	6,210
Assistant Swimming	3,245	3,448	3,651	3,334	3,542	3,752	3,426	3,640	3,855
Wrestling	7,809	8,012	8,417	8,024	8,232	8,648	8,244	8,458	8,886
Assistant Wrestling	5,577	5,882	6,287	5,730	6,044	6,460	5,888	6,210	6,638
Tennis	5,172	5,476	5,882	5,314	5,626	6,044	5,460	5,781	6,210
Cross Country	5,374	5,679	6,085	5,522	5,836	6,252	5,674	5,996	6,424
Volleyball	7,403	7,708	8,113	7,606	7,920	8,336	7,815	8,137	8,565
Assistant Volleyball	5,273	5,577	5,983	5,418	5,730	6,148	5,567	5,888	6,317
Cheerleading - Football & Comp	5,273	5,577	5,983	5,418	5,730	6,148	5,567	5,888	6,317
Cheerleading - Basketball & Comp	5,273	5,577	5,983	5,418	5,730	6,148	5,567	5,888	6,317
Assistant Cheerleading	3,042	3,245	3,448	3,126	3,334	3,542	3,212	3,426	3,640
Equipment Manager	5,172	5,476	5,882	5,314	5,626	6,044	5,460	5,781	6,210
Golf	5,172	5,476	5,882	5,314	5,626	6,044	5,460	5,781	6,210
Esports	2,992	3,163	3,397	3,074	3,250	3,491	3,159	3,339	3,587

# TEACHER EVALUATIONS

# Collection of Evidence Form - Teacher Rubric

Name:  
School:  
Subject:  
Grade:

Author:  
Date:

Share:  ▼

Educator Plan Type

Evaluation Cycle Starts

Evaluation Cycle Ends

Primary Evaluator Name/Title

Supervising Evaluator Name/Title

**Summary of Evidence Submitted**

\*

Summarize the evidence submitted with this form and provide an analysis of how the evidence aligns with the element(s) and/or indicator(s) identified

**Aligned Element(s) or Indicator(s)**

\*

List the element(s) and/or indicator(s) you are submitted evidence for (and that are cited and tagged above).

**List the pieces of evidence submitted with this form:**

\*

**Signature of Educator**

Sign

61



**Signature of Primary Evaluator**

Sign

**Signature of Supervising Evaluator**

Sign



# Collection of Evidence Form - SISP Rubric

Name:  
School:  
Subject:  
Grade:

Author:  
Date:

Share:  ▼

**Educator Plan Type**

**Evaluation Cycle Starts**

**Evaluation Cycle Ends**

**Primary Evaluator Name/Title**

Supervising Evaluator Name/Title

**Summary of Evidence Submitted**

\*

Summarize the evidence submitted with this form and provide an analysis of how the evidence aligns with the element(s) and/or indicator(s) identified

**Aligned Element(s) or Indicator(s)**

\*

List the element(s) and/or indicator(s) you are submitted evidence for (and that are cited and tagged above).

**List the pieces of evidence submitted with this form:**

\*

**Signature of Educator**

Sign

**Signature of Primary Evaluator**

Sign

**Signature of Supervising Evaluator**

Sign



# Educator Plan Form

Name:  
School:  
Subject:  
Grade:

Author:  
Date:

Share:  ▼

## Educator Plan Type

## Evaluation Cycle Starts

## Evaluation Cycle Ends

## Primary Evaluator Name/Title

**Supervising Evaluator Name/Title**

Goal Setting Form with final goals is attached to the Educator Plan

**Student Learning Goal(s) -- Planned Activities**

\*

**Action Steps Educator Will Take to Achieve Goal**

\*

**Requested Supports from the District**

\*

Timeline/Frequency

**Professional Practice Goal(s) -- Planned Activities**

\*

Action Steps Educator Will Take to Achieve Goal

\*

Requested Supports from the District

\*

Timeline/Frequency

### Other Planned Activities (if applicable)

### Signature of Educator

Sign

### Signature of Primary Evaluator

Sign

### Signature of Supervising Evaluator

Sign

\* Additional detail/specific language from Section 9.2, Subsection 4; a-g (Improvement Plan) of contract may be attached if needed.

\*\* As the evaluator retains final authority over goals to be included in an educator's plan (see 603 CMR 35.06(3) (c)), the signature of the educator indicates that he or she has received the Goal-Setting Form with the "Final Goal" box checked, indicating the evaluator's approval of the goals. The educator's signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that "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." (see 603 MRT 35.06(f)).





# Formative Evaluation Report

Name:  
School:  
Subject:  
Grade:

Author:  
Date:

Share:  ▼

## Educator Plan Type

## Evaluation Cycle Starts

## Evaluation Cycle Ends

## Primary Evaluator

Supervising Evaluator

**Standard I - Curriculum, Planning and Assessment**

\*

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

\*

Claim

\*

Evidence

\*

Aligned Element(s) or Indicator

## Standard II - Teaching All Students

\*

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

\*

Claim

\*

Evidence

\*

Aligned Element(s) or Indicator

### Standard III - Family and Community Engagement

\*

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

\*

Claim

\*

Evidence

\*

Aligned Element(s) or Indicator

### Standard IV - Professional Culture

\*

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

\*

**Claim**

\*

**Evidence**

\*

**Aligned Element(s) or Indicator**

**Overall Performance**

\*

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

\*

**Claim**

**Progress Toward Goal - Student Learning**

\*

Exceeded	Met	In progress	Did Not Meet
----------	-----	-------------	--------------

**Student Learning Goal**

\*

**Claim**

\*

**Evidence**

\*

Aligned Element(s) or Indicator

**Progress Toward Goal - Professional Practice**

\*

Exceeded	Met	In progress	Did Not Meet
----------	-----	-------------	--------------

Professional Practice Goal

\*

Claim

\*

**Evidence**

\*

**Aligned Element(s) or Indicator**

**Educator Plans to Attach Response**

\*

Response is not required.

Yes

No

**Educator Signature**

**Primary Evaluator**

**Supervising Evaluator Name/Title**



# Goal-Setting Form

Name:  
School:  
Subject:  
Grade:

Author:  
Date:

Share:  ▼

Educator Plan Type

Evaluation Cycle Starts

Evaluation Cycle Ends

Primary Evaluator Name/Title

**Supervising Evaluator Name/Title**

\*

Check all that apply\*

\*If proposed goals change during plan development, edits may be recorded directly on original sheet or revised goal may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.

- Proposed Goals
- Final Goals

A minimum of one, but no more than two, student learning goal and one, but no more than two, professional practice goal are required. Team goals must be considered per 603 CMR 35.06(3)(b). Attach pages as needed for additional goals or revisions made to proposed goals during the development of the educator plan.

**Student Learning S.M.A.R.T Goal**

\*

**High Focus Rubric Element(s) or Indicator**

\*

Which element(s) or indicator will you focus on to reach your S.M.A.R.T. goal for student learning?

**Professional Practice S.M.A.R.T Goal**

\*

**High Focus Rubric Element(s) or Indicator**

\*

Which element(s) or indicator aligns with your professional practice S.M.A.R.T. goal?

**Additional Student Learning S.M.A.R.T Goal (optional)****High Focus Rubric Element(s) or Indicator**

Which element(s) or indicator will you focus on to reach your S.M.A.R.T. goal for student learning?

**Additional Professional Practice S.M.A.R.T Goal (optional)**

**High Focus Rubric Element(s) or Indicator**

Which element(s) or indicator aligns with your professional practice S.M.A.R.T. goal?

**S.M.A.R.T. = Specific, Measurable, Action-Oriented, Realistic and Results-Focused, Timed and Tracked**

**Signature of Educator**

Sign

**Signature of Primary Evaluator**

Sign

**Signature of Supervising Evaluator**

Sign

\*If proposed goals change during plan development, edits may be recorded directly on original sheet or revised goal may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.



# Observation Form (Announced) - SISP Rubric

Name:  
School:  
Subject:  
Grade:

Author:  
Date:  
Elapsed: 0:00

Share:  ▼

Educator Plan Type

Evaluation Cycle Starts

Evaluation Cycle Ends

Primary Evaluator Name/Title

Supervising Evaluator Name/Title

\*  [Clear](#)

Observation Date

\*  
Observation Type

---Select---

\*  [Clear](#)

Observation Start Time

\*  [Clear](#)

Observation End Time

\*  
Observation Location

\*

Observation Conducted By

\*

Group/Subject Observed

\*

Pre-Observation Date/Time

\*

Post-Observation Date/Time

Observation Evidence

*Begin scripted observation by clicking here. Starting with "T" for teacher or "S" for student will add indentation. Hitting return will save the observation.*

**Aligned Element(s) or Indicator(s)**

\*

List the element(s) and/or indicator(s) cited and tagged in the observation.

**Recommendations & Commendations**

\*

**Educator's Response (if desired)**

\*

Response is not required

- Attached (submitting an Educator Response Form)
- Declined

**Signature of Educator**

Sign

**Signature of Primary Evaluator**

Sign

**Signature of Supervising Evaluator**



Sign

**Signature of Observer (if applicable)**

Sign



# Observation Form (Announced) - Teacher Rubric

Name:  
School:  
Subject:  
Grade:

Author:  
Date:  
Elapsed: 0:00  
Share: Off ▼

Educator Plan Type

Evaluation Cycle Starts

Evaluation Cycle Ends

Primary Evaluator Name/Title

Supervising Evaluator Name/Title

\*  [Clear](#)

Observation Date

\*  
Observation Type

---Select---

\*  [Clear](#)

Observation Start Time

\*  [Clear](#)

Observation End Time

\*  
Observation Location

\*

Observation Conducted By

\*

Group/Subject Observed

\*

Pre-Observation Date/Time

\*

Post-Observation Date/Time

Observation Evidence

*Begin scripted observation by clicking here. Starting with "T" for teacher or "S" for student will add indentation. Hitting return will save the observation.*

**Aligned Element(s) or Indicator(s)**

\*

List the element(s) and/or indicator(s) cited and tagged in the observation.

**Recommendations & Commendations**

\*

**Educator's Response (if desired)**

\*

Response is not required

Attached (submitting an Educator Response Form)

Declined

**Signature of Educator**

Sign

**Signature of Primary Evaluator**

Sign

**Signature of Supervising Evaluator**

Sign

**Signature of Observer (if applicable)**

Sign



# Observation Form (Unannounced) - SISP Rubric

Name:  
School:  
Subject:  
Grade:

Author:  
Date:  
Elapsed: 0:00  
Share: Off ▼

Educator Plan Type

Evaluation Cycle Starts

Evaluation Cycle Ends

Primary Evaluator Name/Title

Supervising Evaluator Name/Title

\*  [Clear](#)

Observation Date

\*  
Observation Type

---Select---

\*  [Clear](#)

Observation Start Time

\*  [Clear](#)

Observation End Time

\*  
Observation Location



\*

Observation Conducted By

\*

Group/Subject Observed

\*

Post-Observation Date/Time

Observation Evidence

*Begin scripted observation by clicking here. Starting with "T" for teacher or "S" for student will add indentation. Hitting return will save the observation.*

### Aligned Element(s) or Indicator(s)

\*

List the element(s) and/or indicator(s) cited and tagged in the observation.

### Recommendations & Commendations

\*

### Educator's Response (if desired)

\*

Response is not required

- Attached (submitting an Educator Response Form)
- Declined

### Signature of Educator

Sign

### Signature of Primary Evaluator

Sign

### Signature of Supervising Evaluator

Sign

### Signature of Observer (if applicable)

Sign



# Observation Form (Unannounced) - Teacher Rubric

Name:  
School:  
Subject:  
Grade:

Author:  
Date:  
Elapsed: 0:00

Share:  ▼

Educator Plan Type

Evaluation Cycle Starts

Evaluation Cycle Ends

Primary Evaluator Name/Title

Supervising Evaluator Name/Title

\*  [Clear](#)

Observation Date

\*  
Observation Type

---Select---

\*  [Clear](#)

Observation Start Time

\*  [Clear](#)

Observation End Time

\*  
Observation Location

\*

Observation Conducted By

\*

Group/Subject Observed

\*

Post-Observation Date/Time

Observation Evidence

*Begin scripted observation by clicking here. Starting with "T" for teacher or "S" for student will add indentation. Hitting return will save the observation.*

### Aligned Element(s) or Indicator(s)

\*

List the element(s) and/or indicator(s) cited and tagged in the observation.

### Recommendations & Commendations

\*

### Educator's Response (if desired)

\*

Response is not required

- Attached (submitting an Educator Response Form)
- Declined

### Signature of Educator

Sign

### Signature of Primary Evaluator

Sign

### Signature of Supervising Evaluator

Sign

### Signature of Observer (if applicable)

Sign





# Self-Assessment Form

Name:  
School:  
Subject:  
Grade:

Author:  
Date:

Share:  ▼

\*

Educator Plan Type

---Select---

\*

Evaluation Cycle Starts

---Select---

\*

Evaluation Cycle Ends

---Select---

\*

Primary Evaluator Name/Title

---Select---

\*

Supervising Evaluator Name/Title

---Select---

**Part 1: Analysis of Student Learning, Growth, and Achievement**

\*

Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by educator, but Part One can also be used by individuals and/or teams who jointly review and analyze student data.

---

---

Team/Members (if applicable):

---

**Part 2: Assessment of Practice Against Performance Standards**

\*

Citing your district's performance rubric, briefly summarize areas of strength and high-priority areas for growth. Areas may target specific standards, indicators, or elements, or span multiple indicators or elements within or across standards. The form should be individually submitted by educator, but Part 2 can also be used by teams in preparation for proposing team goals.

---

Team/Members (if applicable):

---

### Signature of Educator

Sign

### Signature of Primary Evaluator

Sign

### Signature of Supervising Evaluator

Sign

\*The evaluator's signature indicates that he or she has received a copy of the self-assessment form and the goal-setting form with proposed goals. It does not denote approval of the goals.



# Summative Evaluation Report

Name:  
School:  
Subject:  
Grade:

Author:  
Date:

Share:  ▼

## Educator Plan Type

## Evaluation Cycle Starts

## Evaluation Cycle Ends

## Primary Evaluator

### Supervising Evaluator

### Educator's Plan Moving Forward

\*

- Self-Directed Growth Plan
- Directed Growth Plan
- Developing Educator Plan
- Improvement Plan

### Standard I - Curriculum, Planning and Assessment

\*

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

\*

### Claim

\*

Evidence

\*

Aligned Element(s) or Indicator

**Standard II - Teaching All Students**

\*

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

\*

Claim

\*

Evidence

\*

Aligned Element(s) or Indicator

**Standard III - Family and Community Engagement**

\*

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

\*

Claim

\*

Evidence

\*

Aligned Element(s) or Indicator

**Standard IV - Professional Culture**

\*

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

\*

Claim



\*

Evidence

\*

Aligned Element(s) or Indicator

**Overall Performance**

\*

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

\*

Claim

**Progress Toward Goal - Student Learning**

\*

Exceeded	Met	In progress	Did Not Meet
----------	-----	-------------	--------------

**Student Learning Goal**

\*

**Claim**

\*

**Evidence**

\*

**Aligned Element(s) or Indicator**

**Progress Toward Goal - Professional Practice**

\*

Exceeded	Met	In progress	Did Not Meet
----------	-----	-------------	--------------

**Professional Practice Goal**

\*

**Claim**

\*

**Evidence**

\*

**Aligned Element(s) or Indicator**

**Educator Plans to Attach Response**

\*

Response is not required.

Yes

No

---

**Educator Signature**

Sign

---

**Primary Evaluator**

Sign

---

**Supervising Evaluator Name/Title**

Sign



# Educator Response Form

Name:  
School:  
Subject:  
Grade:

Author:  
Date:

Share:  ▼

Educator Plan Type

Evaluation Cycle Starts

Evaluation Cycle Ends

Primary Evaluator Name/Title

**Supervising Evaluator Name/Title**

\*

**Response to (check all that apply):**

- Formative Evaluation Report
- Summative Evaluation Report
- Other (describe below)

**If you selected other, please describe:**

**Educator Response**

\*

\*  [Clear](#)

Date Received by Evaluator

**Signature of Educator**

Sign

**Signature of Primary Evaluator**

Sign

**Signature of Supervising Evaluator**

Sign



## Guide to 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. This appendix contains the ESE Model Teacher Rubric.

### 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*.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.
- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: *Unsatisfactory*, *Needs Improvement*, *Proficient*, or *Exemplary*.

### Use of the Teacher Rubric

This rubric describes teaching practice. It is intended to be used throughout the 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.

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



# Guide to Teacher Rubric

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p><b>A. Curriculum and Planning Indicator</b></p> <ol style="list-style-type: none"> <li>1. Subject Matter Knowledge</li> <li>2. Child and Adolescent Development</li> <li>3. Rigorous Standards-Based Unit Design</li> <li>4. Well-Structured Lessons</li> </ol> <p><b>B. Assessment Indicator</b></p> <ol style="list-style-type: none"> <li>1. Variety of Assessment Methods</li> <li>2. Adjustments to Practice</li> </ol> <p><b>C. Analysis Indicator</b></p> <ol style="list-style-type: none"> <li>1. Analysis and Conclusions</li> <li>2. Sharing Conclusions With Colleagues</li> <li>3. Sharing Conclusions With Students</li> </ol>	<p><b>A. Instruction Indicator</b></p> <ol style="list-style-type: none"> <li>1. Quality of Effort and Work</li> <li>2. Student Engagement</li> <li>3. Meeting Diverse Needs</li> </ol> <p><b>B. Learning Environment Indicator</b></p> <ol style="list-style-type: none"> <li>1. Safe Learning Environment</li> <li>2. Collaborative Learning Environment</li> <li>3. Student Motivation</li> </ol> <p><b>C. Cultural Proficiency Indicator</b></p> <ol style="list-style-type: none"> <li>1. Respects Differences</li> <li>2. Maintains Respectful Environment</li> </ol> <p><b>D. Expectations Indicator</b></p> <ol style="list-style-type: none"> <li>1. Clear Expectations</li> <li>2. High Expectations</li> <li>3. Access to Knowledge</li> </ol>	<p><b>A. Engagement Indicator</b></p> <ol style="list-style-type: none"> <li>1. Parent/Family Engagement</li> </ol> <p><b>B. Collaboration Indicator</b></p> <ol style="list-style-type: none"> <li>1. Learning Expectations</li> <li>2. Curriculum Support</li> </ol> <p><b>C. Communication Indicator</b></p> <ol style="list-style-type: none"> <li>1. Two-Way Communication</li> <li>2. Culturally Proficient Communication</li> </ol>	<p><b>A. Reflection Indicator</b></p> <ol style="list-style-type: none"> <li>1. Reflective Practice</li> <li>2. Goal Setting</li> </ol> <p><b>B. Professional Growth Indicator</b></p> <ol style="list-style-type: none"> <li>1. Professional Learning and Growth</li> </ol> <p><b>C. Collaboration Indicator</b></p> <ol style="list-style-type: none"> <li>1. Professional Collaboration</li> </ol> <p><b>D. Decision-Making Indicator</b></p> <ol style="list-style-type: none"> <li>1. Decision-making</li> </ol> <p><b>E. Shared Responsibility Indicator</b></p> <ol style="list-style-type: none"> <li>1. Shared Responsibility</li> </ol> <p><b>F. Professional Responsibilities Indicator</b></p> <ol style="list-style-type: none"> <li>1. Judgment</li> <li>2. Reliability and Responsibility</li> </ol>

*How to reference parts of the rubric:*

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

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

**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*

# Standards and Indicators of Effective Teaching Practice:

## Teacher Rubric

performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.

Indicator I-A: Curriculum and Planning: 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.				
I-A: Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely <sup>1</sup> engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes <sup>2</sup> engaging students in learning experiences and skills around complex knowledge and skills in the subject.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently <sup>3</sup> engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.	Demonstrates expertise in subject matter and the pedagogy it requires by engaging all students in learning experiences <sup>4</sup> that enable them to synthesize complex knowledge and skills in the subject. Is able to model this element.
I-A-2. Child and Adolescent Development <sup>5</sup>	Demonstrates little or no knowledge of developmental levels of students this age 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 this age but does not identify developmental levels and ways of learning among the students in the class and develops learning experiences that enable some, but not all, students to move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in the classroom and the different ways these students learn by providing differentiated learning experiences that enable all students to progress toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of the teacher's own students and students in this grade or subject more generally and uses this knowledge to differentiate and expand learning experiences that enable all students to make progress toward meeting stated outcomes. Is able to model this element.

The following quantitative interpretations shall apply to I-A-I:

<sup>1</sup>Rarely shall apply to teacher behavior in evidence only once during a marking period. <sup>2</sup>Sometimes shall apply to teacher behavior in evidence on two or three occasions during a marking period. <sup>3</sup>Consistently shall apply to teacher behavior in evidence on four occasions during a marking period. <sup>4</sup>The threshold level of exemplary student engagement is five occasions in evidence during a marking period.

<sup>5</sup>Based upon the educator's role in the school, the educator and the evaluator will discuss and agree upon the form of evidence.

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

# Standards and Indicators of Effective Teaching Practice: Teacher Rubric

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-3. Rigorous Standards-Based Unit Design	Plans individual lessons rather than units of instruction, or designs units of instruction that are not aligned with state standards/ local curricula, lack measurable outcomes, and include tasks that mostly rely on lower level thinking skills.	Designs units of instruction that address some knowledge and skills defined in state standards/local curricula, but some student outcomes are poorly defined and tasks rarely require higher-order thinking skills.	Designs units of instruction with measurable outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn the knowledge and skills defined in state standards/local curricula.	Designs integrated units of instruction with measurable outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn and apply the knowledge and skills defined in state standards/local curricula. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping for the intended outcome or for the students in the class.	Develops lessons with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	Develops well-structured and lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping. Is able to model this element.

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

# Standards and Indicators of Effective Teaching Practice: Teacher Rubric

<b>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.</b>				
I-B: Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers only the assessments required by the school and measures only point-in-time student achievement. <sup>1</sup>	May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards. <sup>2</sup>	Designs and administers a variety of informal and formal methods and assessments, including common interim assessments, to measure each student's learning, growth, and progress toward achieving state/local standards. <sup>3</sup>	Uses an integrated, comprehensive system of informal and formal assessments, including common interim assessments, to measure student learning, growth, and progress toward achieving state/local standards. Is able to model this element. <sup>4</sup>
I-B-2. Adjustment to Practice	Makes few adjustments to practice based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.	Organizes and analyzes results to determine progress toward intended outcomes and uses these findings to adjust practice and identify and implement appropriate differentiated interventions for students.	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and implement appropriate differentiated interventions and enhancements for individuals and groups of students and appropriate modifications of lessons and units. Is able to model this element.
<p>The following quantitative interpretations shall apply to I-B-I:</p> <p><sup>1</sup>Unsatisfactory performance shall apply to teacher behavior either absent or in evidence only once during a marking period. <sup>2</sup>Needs-improvement performance shall apply to teacher behavior in evidence on two or three occasions during a marking period. <sup>3</sup>Proficient performance shall apply to teacher behavior in evidence on five or more occasions during a marking period. <sup>4</sup>Exemplary performance shall apply to teacher behavior in evidence on five or more occasions during a marking period.</p> <p><sup>5</sup>Based upon the educator's role in the school, the educator and the evaluator will discuss and agree upon the form of evidence.</p>				

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

# Standards and Indicators of Effective Teaching Practice: Teacher Rubric

<b>Indicator I-C: Analysis, Analyzes data from assessments, draws conclusions, and shares them appropriately.</b>				
I-C Elements	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 <sup>2</sup> analysis of student data to inform student grading and promotion decisions.	Individually or with colleagues, draws appropriate conclusions from a thorough <sup>3</sup> analysis of a wide range of assessment data to improve student learning.	Individually or with colleagues, draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data that improve short- and long-term instructional decisions. <sup>4</sup> Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely <sup>1</sup> shares with colleagues conclusions about student progress and rarely seeks feedback.	Only occasionally <sup>2</sup> shares with colleagues conclusions about student progress and only occasionally seeks feedback from them about practices that will support improved student learning.	Regularly <sup>3</sup> 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.	Establishes and implements a schedule and plan for sharing with all appropriate colleagues conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning. <sup>4</sup> Is able to model this element.
I-C-3. Sharing Conclusions With Students	Provides little or no <sup>1</sup> feedback on student 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 about performance beyond grades but only occasionally <sup>2</sup> shares strategies for students to improve their performance toward objectives.	Based on assessment results, provides descriptive feedback and engages students and families in constructive conversation that focuses on how students can improve their performance.	Establishes early, constructive feedback loops with students and families that create a dialogue about performance, progress, and improvement. <sup>4</sup> Is able to model this element.
<p>The following quantitative interpretations shall apply to I-C:</p> <p><sup>1</sup>Does not, rarely or little or no shall apply to teacher behavior in evidence only once during a marking period. <sup>2</sup>Limited or occasionally shall apply to teacher behavior in evidence on two or three occasions during a marking period. <sup>3</sup>Regularly or thorough shall apply to teacher behavior in evidence on four occasions during a marking period. <sup>4</sup>The threshold level of exemplary analysis and conclusion sharing is five occasions in evidence during a marking period.</p>				

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

# Standards and Indicators of Effective Teaching Practice:

## 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.				
II-A. Elements	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 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 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 defines high expectations for quality work and effort and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and passive participants.	Uses instructional practices that motivate and engage some <sup>1</sup> students but leave others uninvolved and passive participants.	Consistently uses instructional practices that are likely to motivate and engage most <sup>2</sup> students during the lesson.	Consistently uses instructional practices that typically motivate and engage most students both during the lesson or during independent work or home work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and inappropriate practices to accommodate differences.	May use some appropriate practices to accommodate differences, but fails to address the range of differences.	Uses appropriate practices, including tiered instruction and scaffolds, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.	Uses a varied repertoire of practices to create structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Is able to model this element.

<sup>1</sup>Some students is understood to mean fifty percent or fewer than fifty percent of all students in attendance during an observation.

<sup>2</sup>Most students is understood to mean fifty percent plus one of all students in attendance during an observation.

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

# Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

# Standards and Indicators of Effective Teaching Practice:

## Teacher Rubric

Indicator II-C: Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.				
II-C Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-C-1. Respects Differences	Establishes an environment in which students demonstrate no respect for individual differences.	Establishes an environment in which students demonstrate limited respect for individual differences	Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this practice.
II-C-2. Maintains Respectful Environment	Minimizes, ignores, or responds to conflicts in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this practice.

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



# Standards and Indicators of Effective Teaching Practice:

## Teacher Rubric

Indicator II-D. Expectations, Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.				
II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Clear Expectations	Does not make specific academic and behavior expectations clear to students.	May announce and post classroom academic and behavior rules and consequences, but inconsistently or ineffectively enforces them.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot master challenging material.	May tell students that the subject or assignment is challenging and that they need to work hard but does little to counteract student misconceptions about innate ability.	Effectively models and reinforces ways that students can master challenging material through effective effort, rather than having to depend on innate ability.	Effectively models and reinforces ways that students can consistently master challenging material through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, 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. Is able to model this element.

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

## Standards and Indicators of Effective Teaching Practice: 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.*

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

<b>Indicator III-B: Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.</b>				
III-B Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning or behavior expectations.	Sends home only a list of classroom rules.	Provides parents with clear, user-friendly expectations for student learning and behavior.	Successfully conveys to most parents student learning and behavior expectations. Is able to model this element.
III-B-2. Curriculum Support	In response to student performance, does not communicate with parents on ways to support children at home or at school.	In response to student performance, sends home occasional suggestions on how parents can support children at home or at school.	In response to student performance, updates parents on curriculum and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	In response to student performance, successfully prompts most families to use one or more of the strategies suggested for supporting learning at school and home and seeks out evidence of their impact. Is able to model this element.

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

# Standards and Indicators of Effective Teaching Practice:

## Teacher Rubric

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance				
III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	In response to student performance, rarely communicates with families except through report cards; rarely solicits or responds promptly to communications from families.	In response to student performance, sometimes responds promptly to communications from families.	In response to student performance, regularly communicates and responds promptly to communications from families.	In response to student performance, regularly supports frequent, proactive, and personalized communication with families. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Consistently communicates respectfully with families and demonstrates understanding of different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

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

# Standards and Indicators of Effective Teaching Practice: 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.				
IV-A Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Does not demonstrate reflection on practice and use of insights gained to improve practice.	Reflects on the effectiveness of lessons/ units and interactions with students but 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; and uses and shares with colleagues, insights gained to improve practice and student learning. Is able to model this element.
IV-A-2. Goal Setting <sup>1</sup>	Participates in the goal-setting process but proposes goals that are vague or easy to reach and does not demonstrate self-assessment and analysis of student-learning data.	Proposes goals that are vague or easy to achieve and bases goals on a limited self-assessment and analysis of student learning data.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student learning data.	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student learning data. Is able to model this element.
<p><sup>1</sup>The District will set conditions by providing district goals, department goals and exemplars based on the role of the educator at beginning of evaluation cycle.</p>				

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

# Standards and Indicators of Effective Teaching Practice:

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

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.				
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Does not collaborate with colleagues.	Does not collaborate with colleagues in ways that support productive team effort.	Effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.	Supports colleagues to effectively collaborate in areas such as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention. Is able to model this element.

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

# Standards and Indicators of Effective Teaching Practice:

## Teacher Rubric

Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.				
IV-D Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Does not participate in planning and decision making at the school, department, and/or grade level and does not contribute ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes ideas or expertise.	Consistently contributes ideas and expertise to planning and decision making at the school, department, and/or grade level.	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise. Is able to model this element.

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.				
IV-E Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Does not reinforce annual schoolwide initiatives as identified by the School Council and presented during opening days, does not reinforce learning expectations for all students, and does not contribute to their learning by sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces annual schoolwide initiatives as identified by the School Council and presented during opening days, inconsistently reinforces learning expectations for all students, and makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces annual schoolwide initiatives as identified by the School Council and presented during opening days, consistently reinforces 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/or productive behavior of all students at the school. Is able to model this element.

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

# Standards and Indicators of Effective Teaching Practice:

## Teacher Rubric

Indicator IV-F: Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.				
IV-F Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment by disclosing confidential student information inappropriately.	Demonstrates questionable judgment by inadvertently sharing confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness by protecting student confidentiality appropriately.	Demonstrates sound judgment and acts appropriately by protecting student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently <sup>1</sup> misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines.	Occasionally <sup>2</sup> misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines.	Consistently <sup>3</sup> fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

<sup>1</sup>Frequently shall apply to a teacher's failure to meet any submission deadlines (e.g. progress reports, end-of-term report-card grades) more than once during any marking period.

<sup>2</sup>Occasionally shall apply to a teacher's failure to meet any submission deadlines once during any marking period.

<sup>3</sup>Consistently shall apply to a teacher's missing no submission deadlines during any marking period.

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

### **Structure of the Specialized Instructional Support Personnel (SISP) Rubric**

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

### **Use of the Specialized Instructional Support Personnel (SISP) Rubric**

This rubric describes practice that is common across educators in professional support roles such as school counselors, school psychologists, school nurses, and others defined in the recognition clause of the appropriate collective bargaining agreement



# Specialized Instructional Support Personnel (SISP) Rubric

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p><b>A. Curriculum and Planning Indicator</b></p> <ol style="list-style-type: none"> <li>1. Professional Knowledge</li> <li>2. Child and Adolescent Development</li> <li>3. Plan Development</li> <li>4. Well-Structured Lessons</li> </ol>	<p><b>A. Instruction Indicator</b></p> <ol style="list-style-type: none"> <li>1. Quality of Effort and Work</li> <li>2. Student Engagement</li> <li>3. Meeting Diverse Needs</li> </ol>	<p><b>A. Engagement Indicator</b></p> <ol style="list-style-type: none"> <li>1. Parent/Family Engagement</li> </ol>	<p><b>A. Reflection Indicator</b></p> <ol style="list-style-type: none"> <li>1. Reflective Practice</li> <li>2. Goal Setting</li> </ol>
<p><b>B. Assessment Indicator</b></p> <ol style="list-style-type: none"> <li>1. Variety of Assessment Methods</li> <li>2. Adjustments to Practice</li> </ol>	<p><b>B. Learning Environment Indicator</b></p> <ol style="list-style-type: none"> <li>1. Safe Learning Environment</li> <li>2. Collaborative Learning Environment</li> <li>3. Student Motivation</li> </ol>	<p><b>B. Collaboration Indicator</b></p> <ol style="list-style-type: none"> <li>1. Learning Expectations</li> <li>2. Student Support</li> </ol>	<p><b>B. Professional Growth Indicator</b></p> <ol style="list-style-type: none"> <li>1. Professional Learning and Growth</li> </ol>
<p><b>C. Analysis Indicator</b></p> <ol style="list-style-type: none"> <li>1. Analysis and Conclusions</li> <li>2. Sharing Conclusions With Colleagues</li> <li>3. Sharing Conclusions With Students and Families</li> </ol>	<p><b>C. Cultural Proficiency Indicator</b></p> <ol style="list-style-type: none"> <li>1. Respects Differences</li> <li>2. Maintains Respectful Environment</li> </ol>	<p><b>C. Communication Indicator</b></p> <ol style="list-style-type: none"> <li>1. Two-Way Communication</li> <li>2. Culturally Proficient Communication</li> </ol>	<p><b>C. Collaboration Indicator</b></p> <ol style="list-style-type: none"> <li>1. Professional Collaboration</li> <li>2. Consultation</li> </ol>
<p><b>D. Expectations Indicator</b></p> <ol style="list-style-type: none"> <li>1. Clear Expectations</li> <li>2. High Expectations</li> <li>3. Access to Knowledge</li> </ol>	<p><b>D. Expectations Indicator</b></p> <ol style="list-style-type: none"> <li>1. Clear Expectations</li> <li>2. High Expectations</li> <li>3. Access to Knowledge</li> </ol>		<p><b>D. Decision-Making Indicator</b></p> <ol style="list-style-type: none"> <li>1. Decision-making</li> </ol>
			<p><b>E. Shared Responsibility Indicator</b></p> <ol style="list-style-type: none"> <li>1. Shared Responsibility</li> </ol>
			<p><b>F. Professional Responsibilities Indicator</b></p> <ol style="list-style-type: none"> <li>1. Judgment</li> <li>2. Reliability and Responsibility</li> </ol>

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

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

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

Based upon the educators role in the school, both the educator and evaluator will discuss and agree upon forms of evidence that must be demonstrated for these elements and each level of achievement.

**1-A-1: Evidence – Examples include but are not limited to the following - Career cruising portfolio development, college application process through navigation, At Risk students through SST interventions, and Attendance interventions. Other examples shall be developed as appropriate.**

**1-A-2: Outcomes – Examples include but are not limited to the following - Attending school regularly, passing classes, academic success, shop success, Post HS planning, MCAS performance. Other examples shall be developed as appropriate.**

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

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

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

Based upon the educators role in the school, both the educator and evaluator will discuss and agree upon forms of evidence that must be demonstrated for these elements and each level of achievement.

1-A-3 Measurable outcomes – Examples include but are not limited to the following - Attendance rate, Promotion rate, Graduation rate, Post HS placement rate. Other examples shall be developed as appropriate.

Both 1-A-3 and 1-A-4: Well Structured Lessons – Examples include but are not limited to the following - Aligned with District Goals and Department Goals. Other examples shall be developed as appropriate.

1-A-3 Student Goals/Objectives – Examples include but are not limited to the following - Daily / Frequency of attendance, Promotion on time, Graduation on time, Positive Post HS placement. Other examples shall be developed as appropriate.

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

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

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

**Footnote:** Based upon the educators role in the school, both the educator and evaluator will discuss and agree upon forms of evidence that must be demonstrated for these elements and each level of achievement.

**Data** – Examples include but are not limited to the following - Attendance, Mid-Term Report Cards, Discipline, Behavioral events. Other examples shall be developed as appropriate.

**Other examples shall be developed as appropriate.**

**1-B-1: Unsatisfactory** – No data, no method of intervention

**Needs Improvement** – Some data and some intervention

**Proficient** – All data school wants to focus on as described at beginning of school year, a number of attempts to intervene with students

**Exemplary** – A system of using data and interventions.

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

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

Referral to School Psychologist as necessary.

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

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

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

**Based upon the educators role in the school, both the educator and evaluator will discuss and agree upon forms of evidence that must be demonstrated for these elements and each level of achievement.**

**Expectations: Minimum and Maximum frequency will be provided to evaluated individual at the start of the evaluation cycle**

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

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

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

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

**\*\* = As appropriate for staff member role**

**- Use best practice for differentiation for each level of performance.**

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

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

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

**II-B-2: Observation and evaluation of group work are contingent on announced class room visits.**

**II-B-3: At start of evaluation cycle -- Need to quantify risks, challenges, and success.**

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



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

Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.				
II-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-C-1. Respects Differences	Establishes an environment in which students demonstrate no respect for individual differences.	Establishes an environment in which students demonstrate limited respect for individual differences.	Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this element.
II-C-2. Maintains Respectful Environment	Minimizes, ignores conflicts, or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this element.

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

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

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

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

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

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

<b>Indicator III-A: Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.</b>				
<b>III-A Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation. Does not want input from families.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning. Only communicates with families through students	Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community. Direct communications to families using emails, letters, phone call.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element. Leading initiatives to engage with families.

<b>Indicator III-B: Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.</b>				
<b>III-B Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
III-B-1. Learning Expectations	Does not inform parents about learning, behavior, and/or wellness expectations.	Sends home only a list of rules/expectations.	Provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.	Successfully conveys to most parents clear, user-friendly student learning, behavior, and wellness expectations. Shares strategies with department. Is able to model this element.

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

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

III-B Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-2. Student Support	In response to student performance, does not communicate with parents on ways to support learning and development at home or at school.	In response to student performance, sends home occasional suggestions on how parents can support learning and development at home or at school.	In response to student performance, communicates with parents to create, share, or identify strategies for supporting learning and development at school and home. Examples include emails, parent mtgs, referral to school psychologist, etc.	In response to student performance, communicates with parents to share or identify strategies for supporting learning and development at school and home, successfully encourages most families to use at least one of these strategies, and seeks out evidence of their impact. Is able to model this element.

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

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

<b>Indicator III-C: Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.</b>				
III-C Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	In response to student performance, rarely communicates with families except through required reports; rarely solicits or responds promptly to communications from families.	In response to student performance, responds promptly to communications from families.	In response to student performance, regularly communicates with families and responds promptly to communications from families.	In response to student performance, regularly supports frequent, proactive, and personalized communication with families. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Consistently communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

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

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

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

<b>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.</b>				
IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Does not demonstrate reflection on practice and use of insights gained to improve practice.	Reflects on the effectiveness of instruction, supports, and interactions with students but rarely uses insights gained to improve practice.	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student outcomes.	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues; and uses and shares with colleagues insights gained to improve practice and student outcomes. Is able to model this element.
IV-A-2. Goal Setting	Participates in the goal-setting process but proposes goals that are vague or easy to reach and does not demonstrate self-assessment and analysis of student learning data.	Proposes one goal that is vague or easy to achieve and bases goal(s) on a limited self-assessment and analysis of student data.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student data. Is able to model this element.

**IV-A-2: District will set conditions by providing district goals, department goals and exemplars based on the role of the educator at beginning of evaluation cycle.**

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

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

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

<b>Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.</b>			
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient
IV-C-1. Professional Collaboration	Does not collaborate with colleagues	Does not collaborate with colleagues in ways that support productive team effort.	Effectively collaborates with colleagues through shared planning and/or informal conversation in such work as: analyzing student performance and development and planning appropriate interventions at the classroom or school level.
			Facilitates effective collaboration among colleagues through shared planning and/or informal conversation in such work as analyzing student performance and development and planning appropriate, comprehensive interventions at the classroom and school level. Is able to model this element.

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

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

IV.C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-2. Consultation	Provides inappropriate advice; does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and fails to offer advice when appropriate.	Provides advice and expertise to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for only some students for whom responsibility is shared, or sometimes provides advice that is inappropriate or poorly customized. Uses undifferentiated approach.	Regularly provides appropriate advice and expertise that is customized to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for students for whom responsibility is shared.	Utilizes a variety of means to regularly provide advice and expertise that is customized to support general education teachers and other colleagues to successfully create appropriate and effective academic, behavioral, and social/emotional learning experiences for students. Is able to model this element.

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



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

<b>Indicator IV-D Decision-Making: Becomes involved in schoolwide decision making and takes an active role in school improvement planning.</b>				
IV-D Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Does not participate in planning and decision making at the school, department, and/or grade level and does not contribute ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes ideas or expertise.	Consistently contributes ideas and expertise to planning and decision making at the school, department, and/or grade level.	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise. Is able to model this element.
<b>Indicator IV-E Shared Responsibility: Shares responsibility for the performance of all students within the school.</b>				
IV-E Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Does not reinforce annual school wide initiatives as identified by the School Council and presented during opening days. Does not reinforce learning expectations for all students and does not contribute to their learning by sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces annual school wide initiatives as identified by the School Council and presented during opening days and learning expectations for all students, and makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces annual school-wide initiatives as identified by the School Council and presented during opening days 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 / or productive behavior of all students at the school. Is able to model this element.

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

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

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

*IV-F-2: Unsatisfactory* - Frequently shall apply to a SISP's failure to meet any submission deadlines (e.g. progress reports, end-of-term report-card grades) more than once during any marking period.

*IV-F-2: Needs Improvement* - Occasionally shall apply to a SISP's failure to meet any submission deadlines once during any marking period.

*IV-F-2: Proficient* - Consistently shall apply to a SISP's missing no submission deadlines during any marking period

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