

**CONTRACTUAL
AGREEMENT**

between

BELMONT SCHOOL COMMITTEE

and the

BELMONT EDUCATION ASSOCIATION

UNIT A

Effective

September 1, 2014 to August 31, 2017

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NEGOTIATING TEAM**

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this CONTRACT is made and entered into this 1st day of September, 2014 by the BELMONT SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the BELMONT EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

ARTICLE ONE - PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of BELMONT, and that good morale within the teaching staff of BELMONT is essential to the achievement of that purpose, we, the undersigned parties to this Contract, declare that:

(a) Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff, and so:

(b) To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE TWO - SCOPE

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

ARTICLE THREE - RIGHTS AND RESPONSIBILITIES

3.1 Both parties recognize that under the laws of the Commonwealth of Massachusetts the School Committee has the exclusive right, responsibility and final authority for establishing the policies for the control, direction and management of the Belmont Public Schools; it is the responsibility of the Superintendent to implement and administer these policies and the teachers to work to the best of their ability to carry them out.

3.2 It is agreed that the only limitation placed upon the School Committee in its right, responsibility and authority to establish policies is in reference to those which concern wages, hours and conditions of employment and have been bargained for and are included herein.

3.3 Both parties agree that it is their responsibility to abide by the terms of the Contract for its duration.

ARTICLE FOUR - NO STRIKE PROVISION

The Association and its members agree that they will not cause, or sanction, or take part in any strike, walkout, slowdown, or work stoppage.

ARTICLE FIVE - GRIEVANCE PROCEDURE

5.1 Definition

A grievance is defined as a dispute involving the alleged violation or application or the interpretation of a specified provision of the Contract.

5.2 Time Limits:

All time limits herein shall consist of calendar days exclusive of days when the students are not in regularly scheduled classes. In the event a grievance is filed on or after June 1, which, if left unresolved to the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practical. The time limits shall be reduced according to the following manner:

Level 1 shall be bypassed and the grievance shall be brought directly to Level 2. The Superintendent shall respond within five (5) days of the time the written grievance is presented to him/her. At Level 3, each party shall not have more than seven (7) days to act. The time limits indicated hereunder shall be considered maximum unless extended by mutual agreement in writing.

Failure of the Committee or its designee to respond at any level within the stated time limits shall entitle the Association to process the grievance at the next level.

5.3 Grievances shall be processed as follows:

(a) **Level One:** A teacher with a grievance will present it to his or her Principal either directly or through the Association within fourteen (14) days of the occurrence of the event upon which the grievance is based. If the grievance affects more than one person, the Association may file the grievance. In the event that the teacher is not directly responsible to an individual Principal, then he/she will present it to the immediate supervisor. The Principal or supervisor shall give an answer within seven (7) days.

(b) **Level Two:** If the grievance is not resolved to the satisfaction of the grievant or the Association, the teacher or the Association may, within ten (10) days of the Level One answer, present the grievance in writing to the Superintendent. Within seven days after receiving the grievance, the Superintendent or designee shall meet with the employee and the Association representatives in an attempt to resolve the grievance. The Superintendent or designee shall respond to the grievance in writing within seven (7) days of said meeting.

(c) **Level Three:** If the grievance is not resolved to the satisfaction of the grievant or the Association, the teacher or the Association may, within ten (10) days of the Level Two answer, present the grievance in writing to the School Committee. The School Committee will hear the grievance at the next regularly scheduled meeting provided that the request has been submitted prior to the closing of the agenda. The School Committee may call a special meeting to hear the grievance. The School Committee shall make every effort to decide the grievance at the same meeting it is heard. Failing to do so, it shall be decided within ten (10) days or at the next regularly scheduled meeting, whichever is sooner. Any grievance filed at Level Three by June 15 will be heard at Level Three on or before June 30.

(d) **Level Four:** If the grievance is not resolved to the satisfaction of the Association, the Association may, within ten (10) days of the Level Three answer submit the grievance to arbitration by giving notice to the School Committee.

5.4 Arbitration:

(a) In the event either party elects to submit a grievance to arbitration, the arbitrator shall be selected according to and governed by the following procedure: The arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) school days after written notice specified above of the intention to arbitrate, then the party demanding arbitration shall within seven (7) school days thereafter request the American Arbitration Association to provide a panel of arbitrators. Said arbitrator is then to be selected under the provisions of the Voluntary Arbitration Rules from such panel.

(b) The fees of the American Arbitration Association and of the arbitrator and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expenses of its representatives, participants, and for the preparation and representation of its own case.

(c) The arbitrator's award shall be in writing and shall set forth the findings of fact with reasoning and conclusions. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching the decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the School Committee and the Association and shall be final and binding upon the Committee and the Association.

(d) Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

5.5 General Provisions:

(a) Before a grievance is presented by a teacher at Level Two, the teacher shall discuss the grievance with the Professional Rights and Responsibilities Committee of the Association.

(b) The Association shall have the right to use in its presentation at any level of this grievance procedure any representative or representatives of its own choosing.

(c) The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level. The grievant may not elect to have anyone other than the exclusive bargaining representative present or to represent him/her during the grievance/arbitration procedure without the express written consent of the Association.

(d) Provided that parties to the Contract agree, Level One and/or Level Two of the Grievance Procedure may be bypassed and the grievance brought directly to Level Three.

(e) The School Committee, the Administration, and the Association will cooperate with each other in their investigation of any grievance and further will furnish each other with such information as is necessary for the processing of any grievance.

(f) All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

(g) If a grievance affects a group of teachers and more than one Principal is involved, the Association may submit such a grievance in writing to the Superintendent, and the processing of such grievances will be commenced at Level Two. In such a case the time limits for initial filing set forth as in Level One must be followed. The Association may process such grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.

(h) Except as provided in RIF Article 27.7 the decision to dismiss or not rehire a teacher with professional status or without professional status or the procedure followed in accomplishing this, is not subject to arbitration under any provision of this Contract.

(i) If a grievance involves compensation then the Association can bypass Level 1 and proceed to Level 2

ARTICLE SIX - SICK LEAVE

6.1 Teachers shall receive fifteen (15) days sick leave per school year with unlimited accumulation. Sick Leave days may be used for absence due to illness of a member of the teacher's immediate family or household. These days would be taken out of the teacher's fifteen (15) personal sick days.

6.2 A medical certificate, stating the nature of the illness, that the illness prevented reporting for work, and that the teacher is capable of resuming the responsibilities of his/her position, may be required after an absence exceeding five (5) consecutive school days or fifteen (15) intermittent school days due to personal illness.

6.3 Teachers new to the system will, upon being hired, receive sick leave credit as provided in this Article pro-rated from the day they are, by contract, to report for work within the school system. Full credit will be given if their contract calls for them to report on the first teacher work day.

6.4 Teachers shall be entitled to any and all unpaid leave provided for by the Family and Medical Leave Act provided that the individual is eligible under that statute.

ARTICLE SEVEN - SICK LEAVE BANK

7.1 A sick leave bank, for use by eligible teachers covered by this Contract who have exhausted their own sick leave and who have serious illness, has been established.

7.2 Teachers new to the system shall contribute one (1) day of sick leave to the Bank in the first year of employment.

7.3 The initial grant of sick leave by the Sick Leave Bank Committee to an eligible teacher shall not exceed thirty (30) days.

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

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

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

7.6 If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each teacher covered by this Contract. Each additional day will be deducted from the teachers' annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Bank.

7.7 The decision of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal.

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

ARTICLE EIGHT - EXCUSED LEAVE

8.1 Annually, teachers shall exercise their professional discretion in taking up to two (2) days excused leave with pay for those obligations of a personal nature that cannot be met outside those normal school hours during which the employee has professional responsibilities, but in no event will such days be used for personal recreation or outside occupation.

8.2 In addition, teachers may be granted an additional day of excused absence for valid reasons subject to these same standards. Requests stating reasons shall be made in writing through their immediate supervisor.

The days in Sections 1 and 2 need not be taken in any particular order.

8.3 Whenever practicable, notice must be submitted in writing to the Superintendent or his/her designee at least seventy-two (72) hours before the absence is to occur.

8.4 If the Superintendent believes the purpose of the leave is not of the nature specified above, then he/she will decline to approve the payment for such leave, but the teacher may take the leave. If the individual teacher contests the Superintendent's decision, he/she may present the matter through the grievance and arbitration procedure.

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

ARTICLE NINE - LEAVES

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

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

(b) **Statutory Leave.** Upon receipt of at least two (2) week's written notice of her anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D and the Massachusetts Maternity Leave Act (MMLA) and the Family and Medical Leave Act (FMLA). Consistent with her health, the teacher will try to commence such leave at the beginning of a semester or at a school vacation period. If the teacher's health permits, the teacher is entitled to return from this leave any time before the expiration of twelve (12) weeks on five (5) days notice and provided a physician's statement of good health is submitted. (See Appendix F)

(c) **Notice of Return.** The date of the anticipated return will be established with the Superintendent at the time the leave commences. At the time of return a physician's statement of good health must be presented upon request

(d) **Termination of Pregnancy.** In the event of a termination of pregnancy, the teacher may make written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health.

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

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

9.2 Extended Leaves without Pay

(a) **Extended Parenthood Leave.** In the event any teacher who has completed three (3) full years of service in the Belmont School System desires a leave without pay longer than twelve (12) weeks provided by MMLA, FMLA, and General Laws Chapter 149, Section 105D, then at the option of the teacher, such leave will expire on the September 1 following the birth of a child or the subsequent September 1. In no event may such leave be combined with any other leave so that the total consecutive unpaid leave time exceeds (2) years. This procedure will be followed for a teacher whose spouse gives birth, or for a teacher who adopts or fosters a child.

A member returning from extended leave under the provisions of this Section will be placed on the next step of the salary schedule if actively employed by the Belmont School System for at least ninety (90) days in the school year in which the leave commenced.

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

A teacher on such leave will be subject to the Reduction In Force provisions of the collective bargaining agreement as if actively employed. An individual who returns from such leave may not reapply for another career leave until he/she has completed five additional years in the Belmont School System.

(c) **Exchange Teacher.** A leave of absence for up to two years may be granted (with the approval of the Superintendent) to a teacher with professional status who serves as an exchange teacher (either nationally or internationally) and is a full-time participant in the program. Requests for leave shall be made by April 1 of the school year previous to the school year for which the leave of absence is requested. Leaves will be granted by the Superintendent for one or two full school years with the return to service coinciding with the beginning of the school year. The exchange year(s) will count toward seniority for the Belmont teacher. A returning teacher shall be granted the salary credit he/she would have attained and he/she remained in the school system.

(d) **Community Service Program Leave.** A teacher may request a leave of absence to participate in a community service program under the same conditions as stated in Section 9.2c.

(e) **Military Leave.** A leave of absence will be granted to any teacher who is inducted into any branch of the armed forces of the United States. Upon return from such leave, within the time required by law, the teacher shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence up to a maximum of two (2) years. Benefits under Federal or State law shall not be diminished by this Section.

(f) **Family Illness Leave.** A leave of absence without increment may be granted to a teacher with professional status for up to one year for caring for a sick member of the teacher's immediate family. Additional leave may be granted at the discretion of the Superintendent. A teacher may return from such leave at the beginning of the school year or at the end of the leave period originally granted unless it is feasible to return the faculty member to an assignment at a different time without educational upset.

(g) **Other Leaves.** Other leaves of absences without pay and/or increment may be granted by the Superintendent.

All benefits to which a teacher is entitled at the time the leave of absence commences, including unused accumulated sick leave, shall be restored upon return from such leave. It is recognized that no specific position can be held open during such leaves, but in all instances every effort will be made to assign a teacher to a substantially equivalent position as is then available to the one held at the time the leave commenced.

To the extent permitted by the Town's insurance policy or practice, the teacher may have the option to remain in the health and life insurance programs by payment of the required premium.

9.3 Leaves With Pay

While on a leave a teacher will be considered actively employed in the school system, and all rights and benefits to which a teacher is entitled shall be credited and available to the teacher. To the extent permitted by law, the teacher shall have the option to remain in the fringe benefit program such as health/life insurance by contributing the amount the teacher would have been required to contribute if actively employed, and the Town shall contribute the amount it would have normally contributed.

Upon return from such leave, the teacher shall be restored to the position that the teacher held at the time the leave commenced. If the position has been abolished, the teacher shall be assigned to a substantially equivalent position. If a reduction in force has taken place in accordance with the terms of this Agreement, the teacher on leave shall be subject to such terms as if actively employed. This provision shall not prevent a teacher from accepting a more favorable position in the school system if offered by the Superintendent or the Superintendent's designee.

9.4 Notice of Intention to Return (Leaves With or With Out Pay)

Between February 1 and February 15 of the calendar year in which a leave of absence is to expire, the Superintendent or designee will notify each teacher on leave by certified mail to the last address on record in the Superintendent's office of his/her obligation to notify the School Department of his/her intention to return. Thereafter, the teacher must notify the Superintendent, in writing, by March 1 or within ten (10) days of proof of delivery, whichever is later, of the teacher's intention to return in September. Failure to provide such notice to the Superintendent shall be deemed a resignation from the school system.

ARTICLE TEN – BEREAVEMENT LEAVE

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

10.2 "Immediate family" is defined as the teacher's spouse, domestic partner, child, parent or sibling.

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

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

ARTICLE ELEVEN - STAFF DEVELOPMENT

11.1 The Belmont Education Association and the Belmont School Committee agree that the strength of the school system depends upon the opportunities teachers have for continued professional development. Therefore, in addition to standard in-service training and those opportunities detailed in Articles 9, 21, and 23 of this Contract, the Association and the Committee also agree that teachers should be encouraged to pursue individual study that will enhance their ability to contribute to the school system. Resources permitting, such study may be undertaken through a school year sabbatical leave, or teacher exchange as specified below.

11.2 School Year Sabbatical Leave

(a) The intent of a sabbatical leave is to allow the teacher professional growth which he/she could not normally attain while meeting his/her full-time responsibilities to the Belmont Public Schools.

(b) Only teachers with professional status with seven (7) consecutive years of service in Belmont shall be eligible for a sabbatical leave under the terms of Chapter 71, Section 41A of the General Laws of Massachusetts.

(c) A teacher who has received a sabbatical leave shall not be eligible for another until he or she has completed seven (7) additional years of service in the Belmont Public Schools.

(d) Each sabbatical will be for a term of either 1/2 school year or one full school year at the rate of 2/3 of the salary he/she is receiving at the time the leave begins. Upon return, the teacher shall receive the same salary and other benefits as he/she would have received had the teacher not been on leave.

(e) The intent to apply for sabbatical leave shall be filed by February 1. By March 1, a specific application with the program and/or expected university (if applicable) will be submitted to the Superintendent. The final decision by the School Committee will be made by the first meeting in April.

(f) Before accepting such sabbatical leave, the teacher shall enter into a written agreement in accordance with the terms of General Laws Chapter 71, Section 41A, to return to the active service of the Belmont School Department for a period of at least twice the length of such leave. A teacher who does not fulfill the agreement shall have agreed in writing to pay the Town the proportionate amount of such salary received by the Sabbatical Leave provided that the teacher may be released from such payment if his/her failure to serve twice the length of the leave is due to disability, death, or if he/she is discharged from his/her position by the School Committee.

A teacher will also submit a written report to the Superintendent concerning activities during the Sabbatical Leave.

11.3 Tuition Reimbursement

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

\$55,000 (which includes full tuition reimbursement for courses highly recommended by the District) in each year of the contract, which will be used to reimburse teachers who take graduate level courses from accredited degree granting institutions. The following guidelines must be followed:

- (a) The course work must have the prior approval of the Superintendent.
- (b) Teachers must present evidence of payment and receipt of credit for qualifying courses on a form provided by the School Department.
- (c) Effective September 1, 2014, the maximum amount of tuition reimbursement will be \$825.

The amount per individual is in addition to tuition reimbursement for courses highly recommended by the District.

Unit members will notify of intent to file by May 15th.

(d) Reimbursement for courses highly recommended by the District will occur twice a year, in December and June. All other reimbursement shall be made once during each fiscal year.

(e) From the maximum amount reserved for tuition reimbursement for each year, claims for tuition reimbursement for courses highly recommended by the District shall be paid first.

(f) Should claims for tuition reimbursement for other courses exceed the balance remaining after application of (e) in any given fiscal year, each teacher will receive a prorated amount of his/her claim.

(g) Content of all course work shall be within the parameters of the requirements for state certification.

11.4 Teacher Exchange

The School District will participate in a staff exchange program with those school districts in the United States and those foreign countries with similar educational standards.

The purpose of the exchange program is to provide Belmont teachers with a new and different professional experience.

(a) To be considered for the program, a staff member must:

- (1) have completed five (5) years of service in Belmont and have served five (5) years since any previous leave;
- (2) make application prior to February 1 of the year preceding the exchange year;
- (3) be recommended by his/her building Principal.

(b) Final approval of an exchange will be granted by the Superintendent of Schools. Approval will be based on the interest of a Belmont teacher who meets the qualifications prescribed above, the effect of the exchange on the district, and the acceptance of an exchange teacher as a replacement.

(c) Exchange teachers who will be coming to Belmont will be accepted on the basis of:

- (1) academic background and strength of subject knowledge;
- (2) demonstrated success as a classroom teacher;
- (3) recommendation of the home Principal and the Superintendent of Schools;
- (4) ability to fulfill the assignment of the teacher leaving Belmont.

(d) Teachers who apply to come to Belmont under the exchange program will go through a comparable selection process that Belmont follows in hiring any new member of the staff. Exceptions may be made by the Administration for the interview process.

(e) Belmont staff members who participate in an exchange will be under contract with the exchange district except for salary and benefits.

(f) The teacher coming to Belmont will be under contract with Belmont except for salary and benefits.

(g) The exchange year will count toward seniority for the Belmont teacher.

(h) Final disposition of the application will take place only if both participating school systems accept the respective applicants. Failure by either school system to do so will terminate the proposal.

ARTICLE TWELVE - AUTHORIZED ABSENCE

No salary deductions shall be made for absences for attendance at conferences and meetings as a representative of the Belmont Public Schools and for other absences authorized by the Superintendent or designee.

ARTICLE THIRTEEN - RELIGIOUS HOLIDAYS

Employees who are members of a faith that requires that they celebrate religious holy days that fall on a day when school is in session shall be granted up to 2 days off with pay to be used on those days provided they give advance notice prior to close of the first week of school.

ARTICLE FOURTEEN - SCHOOL YEAR

14.1 The school year calendar for students will consist of 180 student days plus five allowed for emergency cancellation of school; the minimum required by the Commonwealth of Massachusetts, Department of Education.

Students will not be required to attend more than 180 school days. The last day of school shall be a half day for students.

14.2 Following the dismissal of students on the final day, teachers will be expected to meet with their supervisors for close out purposes. Principals might also use this time for a final faculty meeting.

14.3 Each year at least fourteen (14) days prior to the adoption of the School Calendar for the following school year, the President of the Association will be given a copy of the proposed calendar. If the Association does not agree with the proposed calendar, it may submit recommended changes to the Superintendent who will consider the recommendations prior to submitting the proposed calendar to the Committee.

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

- (a) One "orientation" day at the start of the school year.
- (b) Teachers will meet in Professional Learning Teams, once per month, September to May, for 1 hour and 5 minutes (Article 4, MOA June 2011)
- (c) System-wide and/or building level half-day work shops may be scheduled by the Superintendent or designee within the Massachusetts Department of Education regulations for school day and school year. Such workshops will be scheduled on a regular school calendar day after the students have been dismissed at noon and shall adjourn no later than 5:00 p.m.
- (d) The structure of school year vacations shall remain in place except for changes necessitated by an energy crises or a comparable emergency. Any grievance arising from the application of this provision may be submitted by the Association directly to arbitration.

14.5 Teachers new to the system may be required to report to their new assignment two week days prior to the start of the normal teacher work year. A teacher transferred from one building to another shall meet with the Principal about his/her new assignment and orientation to building procedures prior to the beginning of the school year.

ARTICLE FIFTEEN - WORK DAY

15.1 The work day for teachers shall not be more than seven (7) continuous hours, including lunch and other non-class time, and will begin fifteen (15) minutes before the established starting times for students and will end fifteen (15) minutes after the established dismissal time for students (except on Fridays or the day before any non-work day when the work day will end immediately after the afternoon dismissal time). However, at the Middle and High School each teacher shall schedule a thirty (30) minute student help period immediately before (i.e. from approximately 7:30 AM until 8:00 AM at the High School, and 7:25 AM until 7:55 AM at the Middle School)) or after (i.e. from 2:00 PM to 2:30 PM or 2:30 PM to 3:00 PM at the High School and from 2:25 PM to 2:55 PM at the Middle School) that teacher's scheduled work day one day a week, excluding Fridays or the day before a non-work day.

15.2 In the event that a change in the currently established hours becomes necessary or desirable in the best interest of the students, the Committee agrees that any change will be undertaken only after prior consultation with representatives of the Association.

15.3 The Superintendent will provide a teacher-in-charge at each of the four elementary schools.

15.4 No Unit A member will be responsible in any one school year for both: (1) recess duty and (2) bus duty and before school duty. It is expected that classroom teachers will be in their classrooms, responsible for student supervision, for no more than five (5) minutes prior to the official start of the school day.

ARTICLE SIXTEEN - TEACHER ASSIGNMENT

16.1 The District will employ only those teachers who hold preliminary or permanent licenses issued by the Commonwealth of Massachusetts, Department of Education. This section does not affect the right of the Superintendent to obtain waivers from the Department of Education.

16.2 Except in cases of emergency applicable under Department of Education regulations, teachers shall not be assigned outside their areas of licensure as established by the Massachusetts Department of Education.

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

ARTICLE SEVENTEEN - TEACHER TRANSFER

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

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

17.2 When a change in the number of teachers in a school is necessary, the Superintendent will so indicate and will seek volunteers. Teachers volunteering will be given preference providing they meet the qualifications of the new position.

17.3 When involuntary transfers are necessary, a teacher's seniority, areas of competence, major and minor field of study, quality of teaching performance and recommendations of Principals involved shall be considered in determining which teacher is to be transferred. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, or designee, at which time the teacher will be notified of the reasons of transfer. A teacher will have a right to respond in writing to involuntary transfer assignments. Such response will be included in the personnel file of the teacher, if so requested.

17.4 Notice of transfer will be given in writing to teachers as soon as practical and under normal circumstances not later than the close of the school year.

17.5 When a teacher is assigned or transferred to teach one or more classes in a discipline (as defined in RIF Article 27) which the teacher has not taught within the previous four years in Belmont, the following shall apply:

- (a) The most senior volunteer will be assigned.
- (b) In the absence of volunteers, such assignment or transfer shall be made in the inverse order of the teacher's seniority.
- (c) Except in emergencies, the teacher will be notified in writing by June 15th of the preceding year. If the teacher is not notified in writing by August 15th, a staff Development Grant of at least 25 hours at the summer curriculum rate will be offered to the teacher. Grants may be approved for study programs, research, curriculum development and those activities deemed appropriate by the Committee. Time limit deadlines shall be prior to the beginning of the school year or two weeks from notification, whichever is later.

ARTICLE EIGHTEEN - VACANCIES

18.1 All professional staff vacancies, extra-compensatory position openings, and promotional positions shall be transmitted via e-mail to all staff (including the President of the Association) as soon as the positions become available for notification of vacancy. The essential job information shall be included with each such vacancy notice and no new notice will be issued unless a vacancy materializes which is not covered by the previous notice. A promotional position is one that carries a salary higher than a regular teacher's salary.

18.2 A teacher filling a position which is vacated during the school year will be considered to have a long term substitute status and that position will be advertised as a vacant position following the completion of the school year in which the long term substitute is hired.

18.3 When a vacancy occurs in a Unit B or higher administrative position, and a search or screening committee is established by the Superintendent or the School Committee, then at least one member of said committee will be appointed by the Association.

ARTICLE NINETEEN - CLASS SIZE AND ASSIGNMENT

19.1 In the best interests of the educational needs of students, the Committee and the Association agree as follows:

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

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

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

- Teachers receiving special needs students into their classrooms should be provided with the specifics about the students at the earliest possible time.
- Assignment of special needs students should be available before the end of the previous school year, whenever possible.
- A teacher's complete class list should be available during July, whenever possible.
- Teachers can request training (and in some instances may be asked to attend training) to meet a particular student's educational needs. When such training is required by the student's educational plan, or when the teacher's request for training has been approved by the Superintendent, the School Department will pay for such training.
- Placement decisions are governed by many factors and sometimes have to change. Placement changes may result in situations where advance notice is not possible.

In any event, placement decisions of the Superintendent and/or his/her designee are final and binding.

19.2 Whenever it is administratively possible and economically feasible:

(a) The maximum pupil load for High School teachers in the major academic areas (i.e., English, World Languages, Mathematics, Science, Social Studies and Business) shall be 125 students per teacher. This shall not circumscribe the scheduling of classes for cooperative or other types of large or small group instruction.

(b) Excluding band, chorus, orchestra and ensemble groups, maximum class sizes at the Middle School will be as follows: 24 for laboratory courses, 30 for Physical Education, and 25 for all other courses not limited by state and/or safety regulations. When no other alternative exists, to insure flexibility in programming, and to accommodate the needs of all students, non-laboratory class enrollments may be increased to a maximum of 30.

19.3 Teachers will be granted preparation time, free from student assignment, in the following manner:

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

Elementary teachers, grades K-4, will be guaranteed 30 minutes preparation time each day provided that it can be accomplished without increasing the staffing level. It is not the intention of the School Committee to reduce the number of minutes of prep. time.

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

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

(b) The Superintendent or designee will meet with the President of the Association to review specialists' schedules before the scheduling of specialists is finalized. Any problem(s) will be worked out between the parties before the finalized schedules are provided to the specialists.

(c) At the High School all teachers will be guaranteed a minimum of one (1) preparation period per day (2 mods = 52 minutes). At the Middle School all teachers will be granted a minimum of one (1) preparation period per day of at least fifty (50) minutes.

(d) All teachers will have a duty-free lunch recess.

(e) Every reasonable effort will be made to secure a substitute teacher from the first day of the regularly assigned elementary teacher's absence.

19.4 High School Schedule:

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

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

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

2) As determined by each department, every teacher will be scheduled for one mod (26 minutes) per week of structured learning oversight. Each department will determine the activities of teachers and an appropriate mix of those.

3) No duty time except for:

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

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

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

19.5 Classroom Use: Teachers will have first preference in using their classrooms after school hours. In the event that there is a request for the use of classrooms by after school groups, principals will confer with the teacher(s) before assigning rooms. In any event, classroom use will be alternated so that no one teacher is unfairly affected, and no group will be able to use any classroom for fifteen (15) minutes after the dismissal time for students.

19.6 Up to two (2) days weekly of substitute coverage will be provided at each of the elementary schools and at the middle school primarily to alleviate incursions by meetings into the preparation time of teachers.

ARTICLE TWENTY - MEETING SCHEDULES

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

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

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

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

- (a) Every meeting will have an agenda which shall be distributed at least one school day before the scheduled meeting.
- (b) Teachers are encouraged to submit agenda items and ideas for meetings to the administrator chairing the meeting as part of the planning process for meetings.
- (c) Memos and e-mail should be used to the greatest extent possible for routine business and communication.
- (d) Meetings start fifteen (15) minutes after the dismissal of students. Meetings should start on time and all participants should come prepared for the meetings(s).
- (e) The schedule of meetings for the year will be given to all staff at the start of the school year. It is expected that all staff will respect the schedule and make every effort to avoid conflicts.
- (f) During the school year, teachers agree to make themselves available for eleven (11) hours of meeting time for legally mandated student meetings before and/or after school to discuss the needs of their students, subject to the schedules and convenience of all meeting participants.
- (g) Meetings will be scheduled as follows:
 1. Every Wednesday during the school year, the calendar will be scheduled with either an early release or a one-hour early dismissal at the elementary schools and middle school. (Achieved through the addition of ten (10) minutes to the end of the school day on Monday, Tuesday, Thursday and Friday)
 2. Meetings on the 1-hour early dismissal Wednesdays will last for sixty-five (65) minutes.
 3. Meetings will include:
 1. Building Meetings
 2. Department Meetings

3. Curriculum Meetings
4. Professional Learning Team Meetings
5. Teacher-Generated Agenda Meetings
4. A schedule of meetings will be shared with teachers by the first day of school, and will be included in the Staff Development Handbook posted on the BPS web site.
5. Two (2) additional meetings may be called by the Superintendent, if needed, of one hour duration. Reference Meeting Schedule Addendum G.

20.2 Agenda for all meetings will be delivered to participants by the close of the school day prior to the date of the meeting. The omission of items from the agenda shall not preclude their being discussed.

20.3 Teachers will participate after the time of dismissal of pupils in a reasonable number of professional meetings, conferences and consulting sessions having to do with the professional commitments and responsibilities relating to their building units and the system itself.

20.4 Parent-teacher conferences will be held during early-release days at the elementary, middle and high school levels. The High School administration may schedule one night parent-teacher conference time per year, which would then be followed the next day with a late arrival of equal time with breakfast offered to staff.

ARTICLE TWENTY-ONE - PROFESSIONAL DEVELOPMENT

21.1 Professional Development Time shall be planned cooperatively between the administrator and staff members in each school. This is not intended to preclude individual teachers and groups of teachers from planning and attending alternative professional development activities which have been approved by the building administrator or immediate supervisor. Elementary students shall be released at least three (3) hours early on eight (8) afternoons per year so that teachers may participate in activities such as workshops, group planning and coordination, diagnosing student problems, doing tutorial work, committee meetings with parents or professional activities. The first of these elementary release days shall coincide with the first day of school for grades 1-4. Reference: meeting schedule Calendar addendum see MOA Section 4 June 2011

21.2 At the Middle School, six (6) release days will be provided. The first of these release days shall coincide with the first day of school. The decision about the length (one-half or a full day) and schedule for the first day of school for fifth grade students will be made mutually by the administration and the fifth grade teachers after reviewing and evaluating the effectiveness of the previous year's schedule. Reference: meeting schedule Calendar addendum see MOA Section 4 June 2011

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

21.4 From time to time, the Committee will consider the need for additional professional development time based upon the recommendation of the Superintendent.

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

21.6 Staff Development Council:

(a) The goal of the Staff Development Council is to provide teachers with a variety of opportunities in the areas of curriculum application and professional development.

(b) The Council shall keep teachers informed of, and assure equitable access to, professional development opportunities. To that end, a professional development information page shall be established on the Belmont Public Schools' website. This page will provide as complete a list of system-wide professional development opportunities

and such other opportunities as can be compiled cooperatively by the Association and Administration. The Staff Development Council shall develop its program with a focus on creating a “no cost” method for staff to get recertified.

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

(d) The Staff Development Council will meet at least four (4) times throughout the school year and is responsible for planning staff development programs for the system. Members of the Council will gather information from their respective schools and/or staff they represent about the professional development needs of the staff and will encourage teacher representation and involvement in the decision making process regarding professional development. In addition, the Council will identify topics for professional development that are consistent with system goals, identify possible presenters for programs, act as a liaison between the presenter and the Council, and review evaluations of the program.

(e) The Staff Development Council shall report its recommendations to the Superintendent, with notice of same to the President of the Association.

ARTICLE TWENTY- TWO - NEW INITIATIVES

Initiatives in curriculum and instruction are essential to a self renewing and high performing school system. Well designed curriculum addresses the needs and demands of a changing student body, new technology, advancing theories and practices in pedagogy, system-wide goals, and statutory mandates. The change process needs to be conducted in an orderly and participatory manner.

For successful implementation, curriculum revisions at the district level should be determined cooperatively by teachers, parents, and administrators through system-wide curriculum steering committees. All curriculum revisions should be consistent with the system-wide schedule for curriculum development and coordination.

Each Curriculum Steering Committee will be co-chaired by the Coordinator/Director and an Elementary Teacher. The Elementary co-chair will be chosen by the members of each Steering Committee. Membership on the Steering Committees is open to volunteers and broad representation is valued. All Elementary co-chairs will meet with the Coordinators and Directors and the Assistant Superintendent for Curriculum and Instruction a minimum of once every semester.

All final decisions on curriculum matters rest solely and exclusively with the School Committee and these final decisions are not subject to grievance and arbitration.

Statutory mandates may require immediate action or may result in the abridgment of the usual standards for implementation and the system-wide curriculum review cycle. When this is necessary, the needs will be explained to all concerned parties.

Within funding constraints, reasonable attempts will be made to provide appropriate funding, materials, and training necessary to implement a given program.

Staff who pilot materials and programs will participate in the evaluation of those materials and programs. Evaluation reports will be shared with the Steering Committee Chair, members of the Steering Committee, and teachers responsible for the learning area affected. The Steering Committee will allow for at least ten (10) school days to receive and review teacher reactions to evaluation data prior to finalizing the recommendation to the School Committee regarding the adoption of materials and/or programs. Evaluation data will be made available to all interested parties. In addition, once programs have been adopted, evaluation in a variety of forms will continue to determine the effectiveness of such programs.

ARTICLE TWENTY-THREE - SUMMER CURRICULUM WORK

Recognizing that the teacher's first responsibility is to teach, major curriculum revision consisting primarily of research, production of curriculum documents, and the analysis of instructional materials, will be conducted during the summer months by Belmont teachers on a selective-elective basis. The Superintendent shall post notification of availability of summer curriculum work by March 1. Teachers shall have the opportunity to submit proposals for summer curriculum work until April 1. Final decision on all proposals will rest with the Superintendent or the Superintendent's designee in the best interests of the School District. Teachers will be notified of the disposition of their application and proposed program by May 1. The hourly rate will be \$40.00.

ARTICLE TWENTY-FOUR - EVALUATION

24.1 A document entitled, "A Handbook for Evaluation of Unit A Personnel in Belmont" (Appendix F) which describes the process for evaluation of Unit A Personnel is part of this contractual agreement.

24.2 An official observation of the work performance of teachers on which formal evaluations are to be filed with the Superintendent will be conducted openly and with full knowledge of the teacher. Teachers will be given copies of evaluation reports prepared by their evaluators as required by the General Laws and will have the right to discuss such reports with their evaluators. There shall be no routine formal observations of teachers during the first and last eight (8) days of the school year unless the Principal gives written intent to make such observations or unless the following conditions exist:

- (a) The teacher has been recommended with reservation.
- (b) The teacher is new to the system or to the building.
- (c) The teacher demonstrated obvious unacceptable behavior.

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

24.4 An ongoing Committee consisting of four members appointed by the Belmont Education Association and four members appointed by the Belmont School Committee has been established for purposes of reviewing and updating the evaluation instrument currently in effect. Recommendations for change shall be agreed to in writing by a majority of the Standing Committee provided there is an affirmative vote of at least two representatives of each party and shall be submitted jointly to the School Committee for action. The current evaluation instrument will only be changed by this process.

24.5 The Belmont Education Association and the Belmont School Committee agree that changes in Section 24.4 will be made pursuant to the Contract. These changes would be subject to ratification by both the Committee and the Association. Changes pursuant to the Education Reform Act of 1993, Chapter 71, §38 will be handled pursuant to the law.

ARTICLE TWENTY-FIVE - PERSONNEL RECORD

25.1 There shall be only one official file for each teacher and this shall be maintained in the office of the Superintendent.

25.2 Any complaint regarding a teacher which becomes a matter of record shall be called to the teacher's attention by the Principal within five (5) school days, exclusive of any days on which the teacher or the Principal may be absent.

25.3 No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such

material by affixing his/her signature on the actual copy to be filed. Such signature does not of itself indicate agreement with the contents.

25.4 The teacher shall have the right to answer any material filed and the answer shall be attached to the file copy. No material of anonymous authorship will be placed in a teacher's file.

25.5 As per provisions of the General Laws, Chapter 71, Section 42C, within a reasonable time after the request is presented by the teacher, he/she shall be given access to the file, while in the presence of the Superintendent or designee, and, if the teacher desires, a representative of the Association.

25.6 Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file, with the exception of confidential material solicited by the school system from other employers or from colleges or private placement bureaus.

ARTICLE TWENTY-SIX - PERSONNEL FORMS

All new personnel forms adopted by the School Department will be forwarded to the President of the Association at least thirty (30) days in advance of their utilization.

ARTICLE TWENTY-SEVEN - REDUCTION IN FORCE

27.1 If the School Committee determines, pursuant to its legal rights and responsibilities consistent with the General Laws of the Commonwealth, the Regulations of the Department of Education, and this Contract, to make decisions that a reduction in the number of teachers employed is necessary or that a particular type of teaching service should be discontinued, the following policy for reduction of personnel will be used.

(a) Inasmuch as possible, normal attrition will be used whereby teachers who retire or resign will not be replaced if there are fully qualified teachers available who are capable to fill the position and who would otherwise be subject to layoff.

(b) Teachers who are not under regular contract or who are on temporary status (e.g., teachers filling in for leaves of absence or long-term substitutes) will be laid off first, provided there are fully qualified teachers available who are capable of performing all the duties of the teachers to be laid off under this Section.

(c) In case of a further reduction in teaching staff, a teacher with professional status shall not be dismissed if there is a teacher without professional status employed whose position the teacher with professional status is qualified to fill. For purposes of this Article, an employee whose position may not still be eligible for professional status under the laws of the Commonwealth of Massachusetts (e.g. guidance) shall be considered to have professional status if the employee has served in this position for three or more years.

(d) If the Superintendent determines that further reductions in staff are necessary which affect teachers with professional status, he/she shall retain, consistent with the requirements of all relevant laws, those teachers whom it determines are most qualified. If the Superintendent determines that qualifications within the disciplines set forth below are approximately equal, then the teachers with the most seniority shall be retained. The teacher's placement on the salary schedule shall not be a consideration in determining who shall be laid off.

(e) If a teacher is assigned to more than one discipline simultaneously, the teacher will be carried on the seniority list of each discipline in which the teacher is assigned. If a teacher subsequently leaves a discipline in which that teacher was assigned, the teacher will be retained on the seniority list of the previous discipline for a period of five (5) years.

(f) In the event a position in Unit B is discontinued and the employer does not offer the displaced member another Unit B position, a displaced Unit B member who has served in the Belmont School System in a position covered by the Unit A or Unit B contract for a total of three years prior to June 30, 1987 will be pooled along with Unit A members on recall for consideration for a vacant position within Unit A which he/she is qualified to fill. If there is no vacancy, he/she shall be entitled to be transferred to a position held by a teacher without professional status which he/she is qualified to fill. If no open position (a vacancy or a position held by a teacher without professional

status) exists, the displaced Unit B member will be transferred to a Unit A position for which he/she is qualified and will be subject at that time, along with other Unit A members, to the Reduction In Force provisions of the Unit A contract.

27.2 For purposes of this Article "disciplines" shall be as follows: (1) Elementary Grades K-4 and Grades 5 and 6 in Middle School; (2) English; (3) Foreign Languages within the certification; (4) Mathematics; (5) Science within the certification; (6) Social Studies; (7) English Language Learners; (8) Nurses; (9) Industrial Arts; (10) Art; (11) Music; (12) Physical Education; (13) Guidance; (14) Psychologist; (15) Reading; (16) Special Education; (17) Speech & Language Pathologist; (18) Library/Media Specialist; (19) Health Education; (20) Technology Education; (21) Computer Education; (22) School Social Worker

For purposes of the Article, total continuous time in the professional employ of the Belmont Public Schools in years and days as of the beginning of the current work year shall be used to compute an employee's length of service and seniority. Continuous service during an entire school year shall be treated as one year, regardless of the number of actual teacher days in that school year. Service during a portion of a school year shall be measured in teacher work days, provided the accumulation of 180 work days shall be counted as one year for purposes of seniority.

EXAMPLE: A .5 teacher for a full year would be credited with 90 days; a .6 teacher for a full year would be credited with 108 days.

Prior to school year 1994-1995, teachers less than one-half time did not accrue seniority.

Any authorized, unpaid extended leave does not constitute a break in service. While on any authorized, unpaid extended leave, the staff member does not accrue seniority. Seniority is not broken during the recall period but does not accumulate during such time. Seniority will not be considered broken if a rified person is rehired after the recall period, unless that person had refused a job offer during the recall period. Part-time employment at less than a full day shall be added to determine the equivalent numbers of full-time days or months. Part-time work will be credited with pro-rata seniority and salary.

A list specifying the seniority and professional status of each member of the bargaining unit will be prepared by the Superintendent or his/her designee and forwarded to the President of the Association within forty (40) days following the execution of this Contract. If there are no objections to the list raised within forty (40) days after receipt by the President, the list will be deemed final and binding. In the event there are questions or objections raised, these will be examined by a representative of the Belmont Education Association and a representative of the Central Administration. If no agreement can be reached, the matter may be submitted to expedited arbitration for final and binding resolution. Thereafter an updated seniority list shall be supplied by the Superintendent or his/her designee annually by November 15. If there are no objections to the list raised within forty (40) days after receipt by the President of the Association, the list will be deemed final and binding for that school year.

In cases where two or more employees commence work on the same day, the date of appointment by the Superintendent shall establish their relative seniority status. In the event such employees are appointed on the same date, they shall draw lots by November 1 to establish their relative seniority status.

27.3 Except in unforeseen circumstances, teachers with professional status who are affected by reductions in staff shall normally be notified by April 15 of the school year preceding that school year in which the reduction is to be effected, but in no event later than May 15.

In the event of a decision to reduce the force during the school year, staff members being laid off will be given a minimum of sixty (60) calendar days' written notice prior to the effective date of the layoff. While it is recognized that only teachers with professional status are covered by the provisions of this Article, in view of the fact that a reduction in force may affect a teacher without professional status during a school year or after a person without professional status has been reappointed for the following school year, it is agreed that in such cases the teacher without professional status shall be given a minimum of thirty (30) calendar days' written notice prior to the effective date of the layoff.

The Association shall be provided with copies of all layoff notices.

27.4 Teachers with professional status who are on layoff shall for eighteen (18) months after the effective date of the layoff retain first preference to recall rights in the inverse order of layoff to positions from which they were laid off or open positions for which they satisfy the qualifications for new hires in the Belmont School System.

The only benefits accorded to teachers who have been laid off and who are on the recall list, will be those specified in this Article. All other benefits gained by teachers as a result of this or successive collective bargaining agreements will be received only by those teachers actively employed.

Teachers who are recalled, shall be credited with all benefits provided for in this Contract and accrued up to the time of layoff.

Teachers on the recall list shall be entitled to membership in any group, health or life insurance coverage in existence at the time of the effective date of the layoff, provided, however, that the teacher pays the entire cost of the insurance pursuant to the requirements of the insurance carrier and there shall be no contribution required by the Committee or the Town for such teachers' insurance.

During the recall period, teachers who have been laid off shall be given first preference on the substitute list, if they so desire, within their discipline or areas of qualification, at the rate of pay applicable to substitutes.

Teachers laid off during the school year will, upon return, be placed on the next step of the Salary Schedule if they had served for a minimum of ninety (90) days combined during the year of the layoff and during the recall period.

27.5 For openings occurring during the school year, recall notices shall be sent via certified mail to the teacher's last address of record at the time of layoff at least twenty-one (21) days in advance of the effective date of return. For openings effective at the start of the school year, recall notices shall be sent as soon as possible. If a teacher fails to notify the School Department within seven (7) days of proof of receipt of a recall notice of his/her intention to accept recall, said teacher shall forfeit all rights to such position. A teacher who accepts recall and fails to return on the return day, shall forfeit all rights and benefits provided in this Article unless such failure is caused by illness or other emergency. A teacher who has been laid off and accepts or declines recall to a part-time position does not prejudice his/her right to be recalled to a full-time position.

27.6 A teacher with professional status who received eighteen (18) months recall rights, waives and is not entitled to a dismissal hearing pursuant to Chapter 71, Section 42 or 42A of the General Laws of Massachusetts.

27.7 Notwithstanding the provisions of Article 5, Section 5.5(h), the Association may challenge through grievance and arbitration a question of whether the procedures have been followed in a reduction in force; but such arbitration challenge will not include a challenge to the judgment of the Superintendent.

27.8 The parties agree to negotiate over the changes in the law regarding reduction in force to conclude by May 2016.

ARTICLE TWENTY-EIGHT - TEACHERS' CONTRACT SEVERANCE

Requests by teachers for release from a yearly or continuing contract status will become effective as follows:

(a) During the period from the close of school in June until October 1st such requests will become effective sixty (60) days from the receipt of the request by the Superintendent or upon appointment of a replacement, whichever comes first.

(b) During the period from October 1st to the close of school in June, such requests will become effective at a time mutually agreed upon or upon appointment of a replacement.

ARTICLE TWENTY-NINE - VOUCHERS FOR TUITION CREDIT

The distribution of vouchers for tuition credit shall be the responsibility of the Association.

ARTICLE THIRTY – AGENCY FEE AND PAYROLL DEDUCTIONS

30.1 Effective September 1, 2001, any teacher employed by the Belmont School Committee shall be subject to an agency service fee unless said teacher is or becomes a member of the Belmont Education Association. Pursuant to MGL Chapter 150E, Sections 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Association an agency fee, which shall be proportionally commensurate with the costs defined by law and by the Massachusetts Labor Relations Commission's regulations contained in 456 CMR 17:00: Agency Service Fee. The Agency Service Fee shall be deducted from each paycheck pursuant to payroll authorization.

Collection of agency service fees, including the collection of delinquent fees shall be solely the responsibility of the Association, and the Committee shall not be obligated to take any action in regard to the employment of such delinquent employees. Teachers who fail to pay the fee shall not be subject to dismissal or suspension, but the Association shall have standing to pursue any and all remedies it may have at law to collect such fee.

The Association agrees to set the amount of the agency service fee and to administer procedures relating to the fees in accordance with all applicable laws and regulations.

30.2 The Association and Committee agree to the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts. Upon submission of appropriately signed dues and credit union deduction cards, monthly deductions from salary will be made for the Belmont Education Association, the Massachusetts Teachers Association, the National Education Association and/or Century Bank - Educator's Division, and United Way as designated thereon. Teachers are also entitled to have payroll deductions made to a Credit Union or a designated bank.

30.3 The signed dues and credit union deduction authorization cards, which shall be distributed and collected by the Association, must be received by the Superintendent before October 1st. Deduction shall continue to be made unless the Superintendent is given sixty (60) days notice in writing that the teacher wishes to withdraw this authorization.

30.4 The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same pursuant to this Article.

ARTICLE THIRTY-ONE – INSURANCE AND ANNUITIES

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

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

Subject to agreement by school and town unions, the BEA agrees to the following plan design changes:

Office visit co-pay from \$5.00 per office visit to \$15.00 per office visit

Prescription Drug co-pay from \$5/ \$10/ \$25 to \$5/ \$25/ \$40

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

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

31.2 Within its authority, the Committee will take whatever action is necessary so that insurance shall be continued for unit members on leave.

31.3 In order to provide a non forfeitable tax sheltered annuity payable upon retirement or termination of employment, a teacher may contract with the Committee, pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts, for the purpose of such annuity as part of his/her employment compensation. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable there under.

Teachers will be provided with the opportunity to change annuity carriers and the amount to be deducted, etc. once a year either in December or March.

Changes in any tax sheltered annuities may be made at any time permitted by the annuity plan.

31.4 The Association shall indemnify and save the Committee harmless against any claim, demand, suit, or any other form of liability that may arise out of or by reason of action taken or not taken by the Committee for purposes of complying with this Article or in reliance of any authorization furnished to the Committee.

31.5 Salary deductions for a Belmont Education Association sponsored dental plan will be offered at no cost to the school system.

ARTICLE THIRTY-TWO - ASSOCIATION SECURITY

32.1 Within sixty (60) days of the execution of this Contract, the Committee will supply the Association with an electronic copy of the Contract. One hundred (100) printed copies will be made available to the BEA.

32.2 The President of the Association will be sent a copy of the official agenda prior to each Committee meeting. Said agenda will be e-mailed to the President on the same day that it is e-mailed or hand delivered to the members of the School Committee.

32.3 The Committee will provide five (5) telephone lines at the High School in the departmental offices, three (3) telephone lines at the Middle School and three (3) telephone lines at each elementary school for use by staff.

There will be a minimum number of handsets at each elementary building to achieve a ratio of at least one (1) handset to six (6) staff members. Every effort will be made to place one (1) handset that offers privacy on each floor of each elementary school. There will be a phone handset in the office of each counselor and school psychologist.

32.4 The Committee shall annually make available a total of twenty (20) work days per year for members of the bargaining unit designated by the Association to attend MTA and other related conferences, meetings, and workshops. No individual, except the President, may use more than three of said days in any given school year. Seven of these twenty (20) days shall be used for delegates to the MTA Annual Convention and/or the NEA Convention. In addition, these days can be used by those having business at arbitrations or hearings of administrative agencies. This includes witnesses, officers and committee chairmen, but not observers.

32.5 The President of the Association, the Grievance Chairperson and up to seven members of the PR&R Committee will be relieved of non-teaching duties which duties will be absorbed by other staff members. The Belmont School Committee will compensate each of the seven members of the PR&R \$450 in lieu of release time, a total of \$3,150.

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

32.7 The school department will make its best effort to provide office space in the school the BEA president teaches in.

**ARTICLE THIRTY-THREE
TEACHER PROTECTION AND INDEMNIFICATION**

33.1 Within forty-eight (48) hours teachers will inform their Principal or immediate supervisor in writing of all cases of assault or injury suffered by them in connection with their employment. Teachers may report cases of other abusive conduct within the same 48 hours.

33.2 The Principal, a designee, or the immediate supervisor will investigate such report and notify the Superintendent in writing. The Principal, a designee, or the immediate supervisor will promptly report the assault or injury to the proper law enforcement authorities.

33.3 The Superintendent will forward all reports to the School Committee who shall determine what action is to be taken by the Committee. Nothing in this Section shall preclude the Principal or the Superintendent from taking such action as they deem necessary within their statutory authority.

33.4 If the assault, injury or abusive conduct is in connection with the teacher's employment and is committed by a person who is not a pupil, the Administration shall promptly report the incident to the proper law enforcement authorities.

33.5 In the case of an assault by either a pupil or non-pupil on the teacher, in connection with the handling of the incident by law enforcement authorities, such assistance shall include, but not be limited to, complying with any request by the teacher for information in its possession relating to the incident or persons involved.

33.6 If the teacher fails to report within forty-eight (48) hours any cases of assault, injury or other abusive conduct suffered by him/her in the scope of his/her employment, he/she shall be deemed to have waived the protective process as described in the first four sections of this Article, and the Committee or the Administration may take whatever action is reasonable. The teacher does not waive any other rights.

33.7 In addition to the above indemnification, the Committee agrees to continue in effect for the term of this Contract, if available on substantially equivalent terms, its optional insurance policy for teachers.

33.8 All teachers shall be covered by the provisions of the Worker's Compensation Law of the Commonwealth of Massachusetts, Chapter 152, Section 69.

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

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

33.11 The Committee shall provide protection as required by the provisions of Chapter 258 of the General Laws of the Commonwealth of Massachusetts.

ARTICLE THIRTY-FOUR - SALARY AND SALARY PAYMENT

34.1 Salary Schedules:

(a) For personnel employed as of the signing of this agreement, the salary schedule appended hereto as B-1 shall be effective September 1, 2014.

(b) Similar to the above, Appendix B-2 applies to the 2015-2016 school year.

(c) Similar to the above, Appendix B-3 applies to the 2016-2017 school year.

34.2 Credit for Training and Experience:

(a) All teachers shall receive full credit for each year of full-time comparable teaching experience. For the purposes of the Article, full-time teaching experience shall be defined as follows:

(i) Continuous full-time teaching in the same school system for only one-half or more of a school year shall be equated to one full year of teaching.

(ii) One full year of half-time or more teaching in the same school system shall be equated to one full year of teaching.

(iii) No credit shall be given for any fraction of a year less than one-half.

(b) All teachers shall receive credit for up to two years spent in Vista, the Peace Corps or the Armed Forces. Such credit shall be granted provided that the sequence of high school, college training, Peace Corps, Vista and Armed Forces is not interrupted by permanent work experience outside the profession. The sequence need not be in the order listed above.

(c) A new teacher holding two Masters Degrees, or a CAS, or a CAES, or a CAGS, will be placed on the appropriate level according to the number of credits earned beyond the 1st Masters degree provided that the advanced degree is relevant to the teacher's assignment. The Superintendent's decision in this regard is final

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

34.3 Compensation for Professional Growth:

A document entitled "Compensation for Professional Growth Guidelines" which describes the process for salary advancement for Unit A personnel is part of this contractual agreement and is incorporated as Appendix E.

34.4 Payment:

Teachers shall receive their first paycheck on the Wednesday of the first full week of classes and on every other Wednesday thereafter in a sum equal to 1/26th of their annual salary. Should a teacher's payday fall in a vacation week one week after a work week, then that check will be paid on the last day before vacation. Should a teacher's payday fall in a vacation week more than one week after a work week, the check would be made available at the teacher's school on a normal payday. If that payday is a holiday, the check would be made available the day before the payday, at the teacher's school. Not later than the last workday in June each year, teachers shall receive a lump sum payment of the balance of their annual salary due for the fiscal year, except that teachers who are not returning to Belmont for the following year will not receive their pay check until the principal certifies that all professional responsibilities have been fulfilled.

At the option of the teacher, salary payments shall be made by direct deposit to a bank of the teacher's choice.

Payment of extra days of work (or deductions from pay) shall be at 1/181 of the yearly salary. No deductions will be made from extra-compensatory stipends unless a substitute is hired or the program curtailed or disbanded.

34.5 Members of the bargaining unit who are employed less than full time will be paid on a pro-rated basis of the appropriate step of the salary schedule. (e.g. three quarters time = .75 x appropriate step).

ARTICLE THIRTY-FIVE - EXTRA-COMPENSATORY ASSIGNMENTS

Extra-compensatory athletic duties and services shall be compensated in accordance with the salary schedule set forth in Appendix C for the term of the Contract.

The enumeration of said positions or types of extra-curricular services or duties as set forth in that schedule does not mean the Committee must continue those in existence. In the case of the creation of new positions, the Committee will establish the initial salary which will be included in a job posting and in effect for the first year and which will be subject to negotiations in successor contracts or succeeding years of this Contract if requested by the Association. In establishing the initial salary, the Committee will, to the greatest extent possible, make use of the existing salary categories included in Appendix C.

An appointment to the duties and positions listed in Appendix C is subject to annual reappointment by the Superintendent. Teachers will normally be notified by June 1 whether or not they have been reappointed for the next school year. Positions in the Belmont Summer and Evening Schools, coaching positions, and other extra-compensatory positions, other qualifications being approximately equal, will be filled first by regular appointed teachers in the Belmont School System. The decision of the Superintendent is not arbitrable.

ARTICLE THIRTY-SIX – LONGEVITY

The salaries of the bargaining unit who have completed the required length of service in Belmont will be increased as follows:

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
15 Years	\$1800	\$1800	\$1800
20 Years	\$2100	\$2100	\$2100
25 Years	\$3000	\$3000	\$3000

ARTICLE THIRTY-SEVEN - SAVING CLAUSE

37.1 If any provision of this Contract shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law. Substitute provisions, if any, shall thereafter be negotiated between the parties hereto.

37.2 In the event that any provision of this Contract shall be found to be contrary to law, all other provisions of this Contract shall remain in effect.

ARTICLE THIRTY-EIGHT - JURY DUTY

A teacher who serves on jury duty will be paid full salary for the time served. Per diem salary paid to the teacher for the jury duty on school work days will be returned to the School Committee.

ARTICLE THIRTY-NINE - SCHOOL ENVIRONMENTAL PROBLEMS

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

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

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

ARTICLE FORTY – TUITION FREE ATTENDANCE OF NON-RESIDENT TEACHER’S CHILDREN

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

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

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

ARTICLE FORTY-ONE – MENTOR PROGRAM

The Belmont Public Schools has established an orientation program for all teachers new to the school system and a Mentor Program for beginning teachers. Teachers new to the school system who are not beginning teachers may, at the discretion of the Superintendent, be allowed to, or required to, participate in the Mentor Program. Teachers who serve as mentors have achieved professional status and agree to participate in training every year of their involvement in the program. In the event that mentors are not assigned mentees for the following school year, the mentors will be paid a stipend of \$100 for their attendance at the annual training. Whenever possible, substitute coverage for mentors and mentees will be provided by the Committee for mutual classroom visitations.

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

An employee who is a Peer Assistant for a colleague on an Improvement Plan shall be paid \$875.

The compensation listed below will be paid to the mentor.

2014-2015 \$875
2015-2016 \$875
2016-2017 \$875

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

The mentor liaison stipend will be

2014-2015 \$2000
2015-2016 \$2000
2016-2017 \$2000

ARTICLE FORTY-TWO - DURATION

42.1 Subject only to the right to reopen in accordance with Article 37, this Contract shall continue in effect from September 1, 2014, to and including August 31, 2017 and shall thereafter automatically renew itself for successive terms of one year unless, by the October 15 next prior to the expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract. The party giving such notice shall submit its total Contract proposal by November 15. If, after giving any such notice and after a reasonable period of negotiating, the Committee and the Association shall have failed to reach agreement by the following December 15, or the end of an agreed extension period, they may jointly petition

the state Board of Conciliation and Arbitration to initiate mediation in accordance with the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

In the event of an emergency so declared by the Committee, the Contract may be reopened for the purpose of negotiating aspects of this Contract affected by such an emergency.

42.2 Any changes in this Contract agreed to by both parties will be reduced to writing, signed by both parties and become new appendices which shall replace those previously in effect. They shall thereupon become a part of this Contract.

42.3 The Association and the Committee agree that each has had the opportunity to bargain for any provision that they wished in this Contract and each expressly waives the right to reopen the Contract for any further demands or proposals, except as provided in this Article. Each agrees that this Contract constitutes a complete agreement on all matters and that if other proposals have been made or considered, they have been withdrawn in consideration of this Contract.

ARTICLE FORTY-THREE – JOINT LABOR-MANAGEMENT COMMITTEE

The Association and Committee shall form a Joint Labor-Management Committee (JLMC) which shall work collaboratively to discuss concerns of either or both parties. The members of this committee and schedule of meetings shall be determined by the Committee Chair and Association President, provided the JLMC shall meet at least once per year. One week before each meeting, the parties will share agenda items.

APPENDIX A – Side Letters of Agreement

The Parties shall form committees to investigate the following:

1.
 - A. 6 person committee (3 Association members/3 Committee approved members) to study changes in teacher lunch duty at the Chenery(Article 19.3 (d));
 - B. 6 person committee (3 Association members/3 Committee approved members) to study changing the 5th grade teacher preparation time at the Chenery (Article 19.3 (c)). That committee shall report its changes to the Association and Committee for approval;
 - C. Committee made up of A BEA member, Assistant Superintendent, Science Curriculum Director, Science faculty, and School Committee members to examine how to ease the transition of science teachers to the 5 class course load and the possibility of hiring an aide. Reference current MOA, Section III; and
 - D. 6 person committee (3 Association members/3 Committee approved members) to study stipends pursuant to Appendix C of the Contract. This committee shall present its results to the Association and Committee. (Appendix C).
2. Class Size Guidelines (see document, page 119)

APPENDIX B-1 - Pay Scale 2014-2015

Steps frozen until day 23

DAY 1

STEP	B	B+15	M	M+15	M+30	M+45	PHD
1	47,124	48,007	50,595	51,937	53,369	54,927	56,481
2	49,361	50,273	53,014	54,383	55,874	57,487	59,099
3	51,596	52,537	55,432	56,831	58,378	60,046	61,717
4	53,833	54,800	57,850	59,278	60,878	62,605	64,336
5	56,069	57,065	60,266	61,724	63,383	65,167	66,954
6	58,303	59,328	62,684	64,173	65,888	67,727	69,574
7	60,540	61,592	65,101	66,619	68,392	70,284	72,192
8	62,777	63,856	67,520	69,067	70,894	72,843	74,810
9	65,012	66,120	69,937	71,514	73,397	75,405	77,429
10	67,248	68,383	72,356	73,961	75,901	77,963	80,047
11	72,096	73,296	74,775	76,408	78,404	80,522	82,665
12	77,584	78,847	80,030	81,738	83,831	86,060	88,305
13	77,830	79,091	86,172	87,954	90,144	92,485	94,831
14	80,190	81,675	88,979	90,982	93,396	95,960	98,530

DAY 113:	1% applied to top step						
STEP	B	B+15	M	M+15	M+30	M+45	PHD
1	47,124	48,007	50,595	51,937	53,369	54,927	56,481
2	49,361	50,273	53,014	54,383	55,874	57,487	59,099
3	51,596	52,537	55,432	56,831	58,378	60,046	61,717
4	53,833	54,800	57,850	59,278	60,878	62,605	64,336
5	56,069	57,065	60,266	61,724	63,383	65,167	66,954
6	58,303	59,328	62,684	64,173	65,888	67,727	69,574
7	60,540	61,592	65,101	66,619	68,392	70,284	72,192
8	62,777	63,856	67,520	69,067	70,894	72,843	74,810
9	65,012	66,120	69,937	71,514	73,397	75,405	77,429
10	67,248	68,383	72,356	73,961	75,901	77,963	80,047
11	72,096	73,296	74,775	76,408	78,404	80,522	82,665
12	77,584	78,847	80,030	81,738	83,831	86,060	88,305
13	77,830	79,091	86,172	87,954	90,144	92,485	94,831
14	80,992	82,492	89,869	91,892	94,330	96,920	99,515

APPENDIX B-2 - Pay Scale 2015-2016

UNIT A SALARY SCALE 2015-2016 SCHOOL YEAR

DAY 1

STEP	B	B+15	M	M+15	M+30	M+45	PHD
1	47,124	48,007	50,595	51,937	53,369	54,927	56,481
2	49,361	50,273	53,014	54,383	55,874	57,487	59,099
3	51,596	52,537	55,432	56,831	58,378	60,046	61,717
4	53,833	54,800	57,850	59,278	60,878	62,605	64,336
5	56,069	57,065	60,266	61,724	63,383	65,167	66,954
6	58,303	59,328	62,684	64,173	65,888	67,727	69,574
7	60,540	61,592	65,101	66,619	68,392	70,284	72,192
8	62,777	63,856	67,520	69,067	70,894	72,843	74,810
9	65,012	66,120	69,937	71,514	73,397	75,405	77,429
10	67,248	68,383	72,356	73,961	75,901	77,963	80,047
11	72,096	73,296	74,775	76,408	78,404	80,522	82,665
12	77,584	78,847	80,030	81,738	83,831	86,060	88,305
13	77,830	79,091	86,172	87,954	90,144	92,485	94,831
14	80,992	82,492	89,869	91,892	94,330	96,920	99,515

DAY

109

1% to all members except those on top step and 2% to those on top step

STEP	B	B+15	M	M+15	M+30	M+45	PHD
1	47,595	48,487	51,101	52,456	53,903	55,476	57,046
2	49,855	50,776	53,544	54,927	56,433	58,062	59,690
3	52,112	53,062	55,986	57,399	58,962	60,646	62,334
4	54,371	55,348	58,429	59,871	61,487	63,231	64,979
5	56,630	57,636	60,869	62,341	64,017	65,819	67,624
6	58,886	59,921	63,311	64,815	66,547	68,404	70,270
7	61,145	62,208	65,752	67,285	69,076	70,987	72,914
8	63,405	64,495	68,195	69,758	71,603	73,571	75,558
9	65,662	66,781	70,636	72,229	74,131	76,159	78,203
10	67,920	69,067	73,080	74,701	76,660	78,743	80,847
11	72,817	74,029	75,523	77,172	79,188	81,327	83,492
12	78,360	79,635	80,830	82,555	84,669	86,921	89,188
13	78,608	79,882	87,034	88,834	91,045	93,410	95,779
14	82,612	84,142	91,666	93,730	96,217	98,858	101,505

APPENDIX B-3 - Pay Scale 2016-2017

UNIT A SALARY SCALE 2016-2017 SCHOOL YEAR

DAY 1

STEP	B	B+15	M	M+15	M+30	M+45	PHD
1	47,595	48,487	51,101	52,456	53,903	55,476	57,046
2	49,855	50,776	53,544	54,927	56,433	58,062	59,690
3	52,112	53,062	55,986	57,399	58,962	60,646	62,334
4	54,371	55,348	58,429	59,871	61,487	63,231	64,979
5	56,630	57,636	60,869	62,341	64,017	65,819	67,624
6	58,886	59,921	63,311	64,815	66,547	68,404	70,270
7	61,145	62,208	65,752	67,285	69,076	70,987	72,914
8	63,405	64,495	68,195	69,758	71,603	73,571	75,558
9	65,662	66,781	70,636	72,229	74,131	76,159	78,203
10	67,920	69,067	73,080	74,701	76,660	78,743	80,847
11	72,817	74,029	75,523	77,172	79,188	81,327	83,492
12	78,360	79,635	80,830	82,555	84,669	86,921	89,188
13	78,608	79,882	87,034	88,834	91,045	93,410	95,779
14	82,612	84,142	91,666	93,730	96,217	98,858	101,505

DAY

121 1% to all members except those on top step and 2.5% to those on top step

STEP	B	B+15	M	M+15	M+30	M+45	PHD
1	48,071	48,972	51,612	52,981	54,442	56,031	57,616
2	50,354	51,284	54,079	55,476	56,997	58,643	60,287
3	52,633	53,593	56,546	57,973	59,552	61,252	62,957
4	54,915	55,901	59,013	60,470	62,102	63,863	65,629
5	57,196	58,212	61,478	62,964	64,657	66,477	68,300
6	59,475	60,520	63,944	65,463	67,212	69,088	70,973
7	61,756	62,830	66,410	67,958	69,767	71,697	73,643
8	64,039	65,140	68,877	70,456	72,319	74,307	76,314
9	66,319	67,449	71,342	72,951	74,872	76,921	78,985
10	68,599	69,758	73,811	75,448	77,427	79,530	81,655
11	73,545	74,769	76,278	77,944	79,980	82,140	84,327
12	79,144	80,431	81,638	83,381	85,516	87,790	90,080
13	79,394	80,681	87,904	89,722	91,955	94,344	96,737
14	84,677	86,246	93,958	96,073	98,622	101,329	104,043

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

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

During the contract beginning September 1, 2011 and ending August 31, 2014, there shall be a one-time payment of \$150 to all Unit A members packing and/or moving classroom materials from the Wellington School that shall not establish precedent for future moves and shall not increase the base pay of those members. The payment shall be made on completion of the move or Day 1 of the Contract, whichever comes last.

APPENDIX C – Extra Compensation Positions

2014-2017

A committee of four will be formed to discuss the addition of changes in categories to the extra compensatory stipend list. The committee will be comprised of two members chosen by the Superintendent and two members chosen by the BEA. New categories are:

High School Sports: whether the positions during Fall and Winter sports of Game Supervisor, Ticket Seller/Taker, Video Operator, Sideline Crew, Site Director, Announcer, Score Keeper, Clock Operator could be combined and added to extra compensatory stipend list. Whether positions that cannot be combined to create a stipend would be paid per game. Whether unit staff would be notified in June and in September by the Director of Athletics of all positions available

Theater Specialist: whether the salary of the Theater Specialist will increase at the same percentage rate as the Unit A salary schedule for each of the consecutive years of the contract. Whether the salary will be placed on the same page as the salary schedule

Saturday Music Advisor: whether the position should be placed on the extra compensatory stipend list. The salaries for the instructors of the Saturday Morning Music Program will be determined by the Superintendent each year. The Superintendent will determine the salaries based on the income generated by tuition receipts and other factors as recommended by the Director of Fine and Performing Arts.

APPENDIX C

COMPENSATION FOR EXTRA COMPENSATORY POSITIONS

CATEGORY A

FOOTBALL – FALL

Varsity

Step	2014-2017
1	9,032
2	9,424
3	9,811
4	10,200

Varsity First Assistant

Step	2014-2017
1	5,136
2	5,328
3	5,526

Varsity Second Assistant

Step	2014-2017
1	4,804
2	4,995
3	5,190

Junior Varsity

Step	2014-2017
1	4,783
2	4,978
3	5,173

Freshman

Step	2014-2017
1	3,981
2	4,177
3	4,469

Freshman Assistant

Step	2014-2017
1	3,651
2	3,846
3	4,138

CATEGORY B

GIRLS AND BOYS BASKETBALL & HOCKEY - WINTER

VARSIITY

Step	2014-2017
1	5,461
2	5,849
3	6,239
4	6,627

VARSIITY ASSISTANT

Step	2014-2017
1	3,503
2	3,696
3	4,086

JUNIOR VARSITY

Step	2014-2017
1	3,505
2	3,732
3	3,980

FRESHMAN

Step	2014-2017
1	3,056
2	3,252
3	3,447

CATEGORY C

**BASEBALL - SPRING
FIELD HOCKEY - FALL
GIRLS & BOYS SOCCER - FALL
SOFTBALL - SPRING
GIRLS & BOYS VOLLEYBALL - FALL/SPRING
GIRLS & BOYS LACROSSE - SPRING
GIRLS & BOYS TENNIS - SPRING
GIRLS & BOYS CROSS-COUNTRY – FALL**

VARSIITY

Step	2014-2017
1	4,920
2	5,114
3	5,308

VARSIITY ASSISTANT

Step	2014-2017
1	2,975
2	3,192
3	3,411

JUNIOR VARSITY

Step	2014-2017
1	3,022
2	3,215
3	3,447

FRESHMAN

Step	2014-2017
1	2,971
2	3,070
3	3,166

CATEGORY D

**GIRLS SWIMMING - FALL
BOYS SWIMMING – WINTER
GIRLS & BOYS INDOOR TRACK - WINTER
GIRLS & BOYS OUTDOOR TRACK - SPRING
WRESTLING - WINTER**

Varsity

Step	2014-2017
1	4,041
2	4,228
3	4,451

Varsity Assistant

Step	2014-2017
1	2,632
2	2,822
3	3,004

FRESHMAN

Step	2014-2017
1	2,773
2	2,966
3	3,161

CATEGORY E

**GOLF – FALL
SKIING – WINTER**

Varsity

Step	2014-2017
1	3,163
2	3,371
3	3,584

CATEGORY F
CHEERLEADING – FALL/WINTER

VARSIITY

Step	2014-2017
1	2,361

INTRAMURALS

SUPERVISOR – YEAR

Step	2014-2017
1	3,801

GENERAL ATHLETIC

BUSINESS MANAGER

Step	2014-2017
1	9,400
2	9,711
3	10,021
4	10,341

EQUIPMENT MANAGER

Step	2014-2017
1	6,363
2	6,625
3	6,894

TRAINER

Step	2014-2017
1	23,291

FIELD HOUSE / WEIGHT ROOM SUPERVISOR

Step	2014-2017
1	2,137

HIGH SCHOOL NON-ATHLETIC

CATEGORY A

MARCHING BAND DIRECTOR

Step	2014-2017
1	4,148
2	4,435
3	4,721

CATEGORY B1

**ASSISTANT MARCHING BAND DIRECTOR
YEARBOOK EDITOR**

Step	2014-2017
1	3,030

CATEGORY B2

**MADRIGAL SINGERS DIRECTOR
STAGE BAND DIRECTOR
JAZZ ENSEMBLE DIRECTOR
JAZZ CHOIR DIRECTOR
MEDIA CLUB ADVISOR
STUDENT GOVERNMENT ADVISOR
A CAPPELLA GROUPS DIRECTOR**

Step	2014-2017
1	2,685
2	2,855
3	3,030

CATEGORY C

**BELMONTIAN CLUB ADVISOR
COLOR GUARD ADVISOR
HIGHPOINT EDITOR
JUNIOR CLASS ADVISOR
MATH TEAM ADVISOR
SENIOR CLASS ADVISOR
ORCHESTRA CONDUCTOR
VOCAL COACH**

Step	2014-2017
1	1,821

CATEGORY D

**DEBATE CLUB ADVISOR
YEARBOOK ASSISTANT EDITOR
YEARBOOK BUSINESS MANAGER
MOCK TRIAL CLUB
NATIONAL HONOR SOCIETY ADVISOR
SCIENCE CLUB ADVISOR
ZENITH ADVISOR
FRESHMAN CLASS ADVISOR
SOPHOMORE CLASS ADVISOR
GAY, STRAIGHT ALLIANCE ADVISOR
COMPUTER CLUB ADVISOR
STEP SQUAD ADVISOR
BREAK DANCE CLUB ADVISOR**

Step	2014-2017
1	1,282

CATEGORY E

**ARMENIAN CLUB ADVISOR
ASIAN AMERICAN CLUB ADVISOR
INTERNATIONAL CLUB ADVISOR
GERMAN CLUB ADVISOR
PEER LEADERSHIP ADVISOR
S.A.D.D. ADVISOR
ENVIRONMENTAL CLUB ADVISOR
DIVERSITY CLUB ADVISOR**

Step 2014-2017
1 571

GENERAL / NON-ATHLETIC

THEATER ARTS SPECIALIST

Step 2014-2017
1 25,791

HIGH SCHOOL MUSICAL – SET DESIGNER / CHOREOGRAPHER

Step 2014-2017
1 Range: 1,093-1,640

HIGH SCHOOL REHEARSAL ACCOMPANIST

Step 2014-2017
1 2,186

SET DESIGNER / DRAMA FESTIVAL

Step 2014-2017
1 656

SET DESIGNER / CHILDREN’S THEATER

Step 2014-2017
1 328

EXTENDED DAY PROGRAM / TUTORS

Step 2014-2017
\$31.21 per hour

MIDDLE SCHOOL ATHLETICS

BOYS & GIRLS BASKETBALL – WINTER

Step	2014-2017
1	1,863
2	2,001
3	2,099

INTRAMURALS

PER SEASON

Step	2014-2017
1	1,327

MIDDLE SCHOOL NON-ATHLETIC

CATEGORY A

CHAMBER MUSIC COACH

Step	2014-2017
1	4,830

CATEGORY B

7/8 MUSICAL THEATRE DIRECTOR

Step	2014-2017
1	3,984
2	4,353
3	4,731

CATEGORY C1

COMMUNITY SERVICE CLUB ADVISOR

Step	2014-2017
1	976
2	1,150
3	1,327

CATEGORY C2

**NEWSPAPER ADVISOR
SCIENCE OLYMPIAD ADVISOR
MATH TEAM ADVISOR 5/6
MATH TEAM ADVISOR 7/8
JAZZ ENSEMBLE
THEATRE WORKSHOP DIRECTOR 5/6
AP EXAM COORDINATOR**

Step	2014-2017
1	1,327

CATEGORY D

**STUDENT GOVERNMENT ADVISOR 5/6
STUDENT GOVERNMENT ADVISOR 7/8
ART EDITOR
EDITORIAL ADVISOR
FLUTE ENSEMBLE
BRASS ENSEMBLE
LATE BUS/METCO MONITOR
COURT YARD CLUB ADVISOR
COMMUNITY SERVICE 6TH GRADE ADVISOR**

Step	2014-2017
1	944

GENERAL NON-ATHLETIC

DANCE

Step	2014-2017
1	14,060

REHEARSAL ACCOMPANIST (Musical Production)

Step	2014-2017
1	1,640

SCHOOL CHOREOGRAPHER (Musical)

Step	2014-2017
1	Range: 1,093-1,640

5TH GRADE OUTDOOR EDUCATION (Environmental Camp)

Step	2014-2017
1	108

7TH GRADE OVERNIGHT

Step	2014-2017
1	105

EXTENDED DAY PROGRAM BEHAVIOR SUPPORT TEACHER

33 weeks per year	2014-2017
	\$31.21 per hour

OTHER EXTRA-COMPENSATORY STIPENDS

MORNING MONITOR

Step	2014-2017
1	979

ELEMENTARY TEACHER-IN-CHARGE

Step	2014-2017
1	2,457
2	2,743
3	3,018

WELLINGTON BUS MONITOR

Step	2014-2017
1	2,931

Any person serving in an extra compensatory position during the 2011-2012 school year who continues to serve in the same position during the 2012-2013 school year and continuously thereafter will be paid no less than the amount of the 2013-2014 stipend.

In the event that two or more positions are combined, it is understood that the stipend for each position will be combined.

On January 28, 2013, the parties agreed to changes in stipends. The parties will delay implementation of this agreement and shall negotiate its implementation at a later date.

Faculty Supervision of School Events Middle and High School

Faculty supervision at Middle School dances, spectator buses to school events outside school hours, and the supervision and/or driving of students in rented cars to school events outside of school hours will be compensated at:

\$15.29 per hour – 2014 - 2017

The Principal or Head Master will use discretion in determining the amount of need and type of supervision at these activities, based in part on the recommendation of the faculty advisor, who shall specify: type of supervision (police, faculty, parents, etc.), duties of supervisor, and number needed. The principal will publish guidelines, subject to the approval of the Superintendent, to aid the faculty advisor in his/her recommendation. These guidelines must consider: building area involved, special equipment to be used, and the kind of event as well as the size and type of attendance.

Faculty supervision at High School dances, drama, and musical performances, class fund-raising events, club-sponsored events, spectator buses to school events outside of school hours, and the supervision and/or driving of students in rented cars to school events outside of school hours will be compensated at:

\$15.29 per hour – 2014 - 2017

The Principal or Head Master will use discretion in determining the amount of need and type of supervision at these activities, based in part on the recommendation of the faculty advisor, who shall specify: type of supervision (police, faculty, parents, etc.), duties of supervisor, and number needed. The Principal or Head Master will publish guidelines, subject to the approval of the Superintendent, to aid the faculty advisor in his/her recommendation. These guidelines must consider: building area involved, special equipment to be used, and the kind of event as well as the size and type of attendance.

APPENDIX D – Compensation for Professional Growth Guidelines

Introduction

The Belmont School Committee encourages and rewards the continued professional growth of teachers through salary incentives. Teachers have the opportunity to increase their salaries by qualifying for a change in classification (B+15, Masters, M+15, M+30, M+45, CAGS, Doctorate).

This manual is intended to provide an explanation of how to qualify for these salary increases and includes the application form. The form may be copied as needed or can be obtained in the main office in each school. If you have any questions, you can contact the Superintendent's Office or the BEA President.

Changes In Classification

Part I

Reclassification to the Masters, CAGS, and Doctorate Levels

How to Qualify

Changes in classification to a Master's Degree, CAGS, or Doctoral levels will be made upon receipt of documentary evidence (official transcript of completed work or a copy of the degree) from the college or university where the degree was granted.

How to Apply

1. A letter stating that a teacher is enrolled in a Master's, CAGS, or a Doctoral Program should be sent to the Superintendent's Office from the college or university at the time the teacher is accepted into the program.
2. As teachers complete course(s) they should submit evidence (transcript) of satisfactory completion for each course(s) to the Superintendent's Office so that they can be credited for hours beyond the Bachelor's (B+15) or Master's Degree (M+15, M+30, M+45).
3. Upon completion of the degree program, teachers should submit an official transcript which indicates that the course work has been completed or that the degree has been conferred. They must bring the degree/certificate into the superintendent's office as evidence of the completion of the degree or a letter from the university/college indicating completion of the program and anticipated date when the degree will be conferred.
4. Verification of conferral of degree must be submitted to the Superintendent's Office within six months of the granting of the degree. Changes to a teacher's classification and salary level will be implemented as appropriate documentation is received.
5. Degree credit for placement on the Masters column will be granted based on total hours required by the granting institution.

Part 2

Reclassification to the B+15, M+15, M+30, M+45 levels

How to Qualify

1. Teachers can advance to the B+15, M+15, M+30, and M+45 levels without being enrolled in a degree granting program.

2. All courses submitted to qualify for levels M+15, M+30, and M+45 shall be at the graduate level.
3. Credit will be given for passing a pass/fail course.
4. Teachers enrolled in a Master's, CAGS, or Doctoral program, will be advanced on the salary scale to the B+15, M+15, M+30, or M+45 levels when satisfactory evidence of completion of these credit hours is received.
5. Courses which have been completed for more than six months at the time of submitting will not be given credit for advancement.
5. New personnel must submit all transcripts of completed work within six (6) months of their appointment date.

How to Apply

1. As graduate courses are completed, teachers should submit an official transcript of grade(s) to the Superintendent. Verification of completed course work must be submitted within six months of completion.
2. Course work equivalent to graduate level courses can be accepted only with prior approval of the Superintendent. Requests for approval of equivalent course work, including course description and/or other relevant information, should be submitted and approved by the Superintendent prior to submitting completed work for advancement on the salary schedule.

Disputes

Teachers who dispute the procedures as stated within this document should refer their concerns in writing to the Superintendent's Office. The dispute will be reviewed in consultation between the Superintendent and the BEA President and then the decision will be made by the Superintendent.

In-District Course Work

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

APPENDIX E – BPS Parental Leave Policy

Two laws govern parental leave in Massachusetts:

1. Massachusetts Maternity Leave Act (MMLA) State law
2. Family Medical Leave Act (FMLA) Federal Law

MMLA

The MMLA covers female employees who either give birth to, or adopt a child. Under this act, employees are entitled to take up to eight weeks of leave. While this leave is unpaid, you may apply accrued sick days to this leave. The eight weeks of leave begin at the birth of the baby, or placement of the child. The leave is consecutive and does include any holidays/school vacation days that fall during the leave. *Example:* if a teacher takes eight weeks of leave and February vacation week falls during the eight weeks, that week is included in the eight weeks. The teacher cannot extend his/her leave by an additional week. However, the teacher will only be “charged” for 7 weeks of sick days, as the February vacation week is considered non-teaching time in the Unit A contract.

If the birth or adoption occurs during the summer vacation, the leave commences at the birth or adoption of the child and impacts the school year only to the extent that the eight-week leave extends into the school year. *Example:* The birth or adoption occurs on August 1st, the leave extends for eight consecutive weeks, ending in September.

FMLA

The FMLA entitles eligible employees (male or female) to take up to 12 weeks of unpaid leave during a 12 month period for (1) a serious health condition of the employee which renders him/her unable to perform the functions of his/her job; (2) to care for certain family members (spouse, child, parent) who have a serious health condition; or (3) to care for a newborn, adopted, or foster child. Family members of an individual in the armed services may be eligible for additional leave under certain circumstances. To be eligible for FMLA leave, you must have been employed for the previous twelve months and worked at least 1,250 hours during the 12-month period prior to the start of leave.

Although this leave is unpaid, you may apply accrued paid leave time to this leave. FMLA leave and MMLA leave runs concurrently. FMLA leave does not include periods of time when employees do not regularly work such as, for teachers, during winter break, school vacation weeks, or during the summer between academic terms. *Example:* if a teacher takes 12 weeks of parental FMLA leave, either maternity, or paternity, and February vacation occurs during the leave, that vacation week does not count toward the employee’s eligible 12 weeks of FMLA leave. The Belmont Public Schools reserves the right to require you to use accrued paid leave during your FMLA absence.

Special rules apply to employees taking leave in close proximity to the beginning or end of an academic term. Please consult a Human Resources representative for more information.

Note: If an employee takes 8 weeks of FMLA leave to care for a baby, he/she is still eligible to take up to 4 additional weeks of FMLA leave during that 12 month period, for a separate purpose, e.g. to care for a seriously ill parent.

If a married couple is employed by the district, they may take a combined 12 weeks of FMLA leave to care for a newborn or adopted child. They are not eligible for 12 weeks each. Where the husband and wife both use a portion of the total 12-week FMLA leave entitlement for either the birth or adoption of a child the husband and wife would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for FMLA leave for other purposes. Example: if each spouse took 6 weeks of leave to care for a healthy, newborn child, each could use an additional 6 weeks due to his or her own serious health condition or to care for a parent with a serious health condition.

If leave is foreseeable, employees are expected to provide written notice of requested leave as early as possible, and no later than 30 days, prior to the beginning of the requested leave. If 30 days notice is not practicable, such as because of a lack of knowledge, a change in circumstances, or a medical emergency, written notice must be given as soon as practicable. 111

Specific notice requirements apply to female employees who are members of Unit A and are pregnant and planning a maternity leave. These employees should refer to the BEA Unit A contract for specific information.

Medical certification is required for any FMLA leave, except for parental leave. Please note that FMLA leave for non-parental leave purposes may be denied if appropriate medical certification is not timely provided.

Insurance Benefits

Health insurance benefits are maintained throughout an MMLA and/or FMLA leave. During the leave, the employee continues to pay the employee portion of the premiums, while the Belmont Public Schools pays the employer portion of the premiums. In the event that the Belmont Public Schools permits an employee to take an extended parental leave of absence (longer than 12 weeks) the employee may maintain his/her insurance, however he/she is responsible for the entire cost of the health insurance.

Extended Parental Leave

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

APPENDIX F – Handbook for Evaluation

EDUCATOR EVALUATION PROCEDURE

OF UNIT A PERSONNEL

IN BELMONT

WITH FORMS, SMART GOALS AND RUBRICS

June 10, 2013

1) Purpose of Educator Evaluation

- A) The purpose of the Belmont Public Schools' Educator Evaluation Procedure is to provide for the continuous growth of staff and the continuous improvement in the quality of education for all students. Evaluation of teacher performance is an essential component of an effective educational program, as well as a requirement of the state law and regulations (MGL c. 71, s. 38; 603 CMR 35.00). We believe that professional growth and development, and the resulting improvement in the quality of education, are best achieved by a cooperative process, characterized by mutual respect, teamwork and trust. Teachers and administrators share responsibility in this evaluation process.

The Educator Evaluation Procedure described here has been designed to:

- i) Raise the quality of instruction and educational services to the children.
- ii) Recognize, encourage and support growth and improvement in teaching.
- iii) Define goals, identify, gather and use information as part of a process to improve professional performance, and to assess total job effectiveness and make personnel decisions.

This Handbook is part of the collective bargaining agreement between Unit A of the Belmont Education Association and the Belmont School Committee. (See Article 24 of this contract.)

In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

- B) The regulatory purposes of evaluation are:
- i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of educators and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).
- C) Educator Evaluation Procedures are not meant to be disciplinary in nature; neither do the Educator Evaluation Procedures prevent the Committee from imposing discipline.

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

- B) **Classroom teacher:** Educators who teach preK-12 classes.
- C) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, evidence-based judgments based on observations, artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- D) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre- and post- unit and course assessments, and capstone projects.
- E) ***Educator(s):** Inclusive term that applies to all Classroom Teachers and Specialized Instructional Support Personnel, unless otherwise noted.
- F) ***Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year *or from the effective date of hire to the end of the school year* for an Educator without Professional Teacher Status (PTS)); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. A new assignment shall be defined as the first year working under a different educator’s license.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 90 school days and no more than-one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator’s unsatisfactory performance.
- G) ***ESE:** The Massachusetts Department of Elementary and Secondary Education
- H) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- I) ***Evaluator:** Any person designated by a superintendent who has responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Evaluators shall be evaluated pursuant to 603 CMR 35.00 and such other standards as may be established.

Each Educator will have one Evaluator at any one time responsible for developing the Educator Plan, supervising the Educator's progress, evaluating the Educator's progress toward attaining the Educator Plan goals, and determining performance ratings and summative evaluation.

- i) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominant assignment, the superintendent will determine who the evaluator will be.
 - ii) **Notification:** The Educator shall be notified in writing of his/her Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator. The Association shall be notified of all assignments by October 15, with updates as appropriate.
- J) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Evaluation; and 5) Summative Evaluation.
- K) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- L) ***Formative Evaluation:** An evaluation conducted at mid-cycle which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- M) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan, consistent with the SMART Goals framework. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be individual or team goals. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have a common interest.
- N) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- O) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores.
- P) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in written feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the

administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article. Upon request of the educator, the educator and evaluator shall discuss any visit that had not previously resulted in feedback.

- Q) **Parties:** The Association and the Committee are the parties to this agreement
- R) ***Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- S) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03. See Rubrics.
- T) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- U) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.
- V) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement

- iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- W) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consist of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- X) **Specialized Instructional Support Personnel:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher.
- Y) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- Z) ***Trends in student learning:** At least three (3) consecutive years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.
- AA) **Worksite:** Any location where an educator is carrying out his/her functions as an educator, including in a school building and on sanctioned trips.

3) Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, when available, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English

Proficiency Assessment gain scores, if applicable, in which case at least three years of data is required.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district shall be based on the Educator's role and responsibility.
- B) Evidence-based judgments based on observations and artifacts of practice including;
- i) Unannounced observations.
 - ii) Announced observation(s).
 - iii) Examination of Educator work products and artifacts.
 - iv) Examination of student work samples.
- C) Other Evidence relevant to one or more Performance Standards and Goals, including but not limited to:
- i) Evidence compiled and presented by the Educator, including: Evidence of fulfillment of professional responsibilities and growth such as, but not limited to: self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture, and outreach to families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s); and
 - iv) Student Feedback – see # 20;
 - v) Any other relevant evidence from any source that the Evaluator substantiates and shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative evaluation and the summative evaluation. Those rubrics are attached to this agreement.

5) **Evaluation Cycle: Training for new educators**

- A) Prior to the implementation of the evaluation process contained in this article for new educators, the district shall arrange training that outlines the components of the evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

- B) By November 1st of the first year of employment, new Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within one (1) month of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.
- C) All mandatory training or learning activities shall occur during the contractual work day.

6) Evaluation Cycle: Annual Orientation

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

- A) Provide an overview of the evaluation process, including goal setting and the educator plans.
- B) Provide District and School goals and priorities, listings of professional development opportunities, and data needed to complete the self-assessment and propose the goals.
- C) Provide all Educators with directions for obtaining a copy of the forms used by the district. These shall be electronically provided and employees may print or copy them using district machines.
- D) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting.
- E) Provide a mechanism for Educators to collect and present artifacts, with both electronic and hard-copy options, including but not limited to: folders, templates, lists, software.

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing a self-assessment by October 15th (or for an educator who started employment at a school after the beginning of the year, within a month after starting employment or within two (2) weeks of receiving Training for New Educators (Section 5), whichever is later). The teacher may choose to submit a written self-assessment to his/her Evaluator.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the rubric.
 - (c) Proposed goals to pursue as described below:

(1st) At least one goal directly related to improving the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators shall submit goals on the Educator SMART Goals and Plans Form. Educators are encouraged to meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator will meet with each Educator by October 15th (or within one month of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams. See Sections 13-17 for more on Educator Plans
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. If the Evaluator determines that the Educator's goals shall be different from he/she proposed, the Evaluator shall meet with the Educator to explain the difference. The process for determining the Educator's impact on student learning, growth and achievement will be determined pursuant to #19, below.

- C) Educator Plan Development Meetings shall be conducted as follows:
- i) Educators in the same school shall meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by November 1st of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by November 1st or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 15th. The Educator shall sign the Educator Plan within 5 school days of its receipt. The Educator may include a written response within 10 school days, which shall be attached to the plan. The Educator’s signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator’s Plan.

If there is no agreement on the contents of the plan, the Educator and Association President may submit the issue to the Superintendent for final approval.

9) Evaluation Cycle: Observation of Practice

Teachers will be observed a minimum number of times per educator plan cycle as follows:

Educator Plan	Unannounced Observations	Announced Observations
Developing Educator Plan, year 1	4	1
Developing Educator Plan, years 2 and 3	3	0
Two-Year Self-Directed Growth Plan	2	0
One-Year Self-Directed Growth Plan	2	0
Directed Growth Plan	2	1
Improvement Plan of greater than 6 months	4	1
Improvement Plan of six month or less	2	1

Upon request of the educator, the evaluator shall perform an additional observation, the details of which the educator and evaluator shall discuss prior to the observation. The educator may withdraw the request.

Receiving more than the prescribed minimum number of observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.

10) Observations

A) General

- i) The Evaluator's first observation of the Educator shall take place between September 15 and November 30. Observations required by the Educator Plan shall be completed by June 1st. The Evaluator may conduct additional observations after this date, provided there is mutual agreement between the educator and evaluator.
- ii) The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. The parties agree that individual teaching styles vary and not all of the indicators on the rubric may be observed during any one class or lesson.
- iii) The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home on the Observation Report Form. The Educator shall sign the Observation Report Form within 5 school days of its receipt. The Educator's signature does not indicate agreement or disagreement with its contents. The Educator may include a written response within 10 school days, which shall be attached to the report.
- iv) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement (for an unannounced observation only, for the first time) must:
 - (a) Be long enough to view the evidence in context.
 - (b) Describe the basis for the Evaluator's judgment.
 - (c) Describe actions the Educator should take to improve his/her performance.
 - (d) Identify support and/or resources the Educator may use in his/her improvement.
 - (e) Be followed by a meeting between the Educator and Evaluator, if requested by either one.
 - (f) For unannounced observations, Be followed by at least one observation of at least 30 minutes in duration within 20 school days but no sooner than the day after the feedback has been provided.

B) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom or worksite visitations.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation.

C) **Announced Observations**

Announced observations shall be conducted for at least the entire lesson as described to the evaluator/observer before the observation. Announced Observations shall be conducted according to the following:

- i) The Evaluator and Educator shall select the date and time of the lesson or activity to be observed and discuss any specific goal(s) for the observation.
- ii) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (a) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (b) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled in collaboration with the Educator as soon as reasonably practical.
- iii) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but must occur within 10 school days of the original observation.
- iv) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference.

11) Evaluation Cycle: Formative Evaluation

- A) Educators receive a Formative Evaluation report at mid-cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be collaboratively agreed upon by the Educator and Evaluator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within five (5) school days before and/or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report or the Formative Evaluation meeting(s), whichever is later. The Educator's reply shall be attached to the report.
- G) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- J) After the formative assessment and upon request of the educator, another trained supervisor, chosen by mutual agreement between the educator and the Superintendent or his/her designee, and an Association representative, if requested by the Educator, shall be assigned to perform an observation to be used as evidence in the educator's summative evaluation. Without mutual agreement the Superintendent shall choose the supervisor; after which the educator may withdraw the request. The observation shall be unannounced and least 30 minutes in duration, and proceeded by a meeting between the educator and observing supervisor.

12) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be used for a summative evaluation rating.

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

13) Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;

- ii) At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, confidential peer observations, and implementing new programs.
- C) It is the Educator's responsibility to attain the goals in the Plan.

14) Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Educators without PTS.
- B) The Educator shall be evaluated at least annually.

15) Educator Plans: Self-Directed Growth Plan

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

16) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

17) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 90 school days and no more than one school year.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:

Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator. The evaluator shall suggest that the Educator request that an Association Representative attend the meeting.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s), and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance and resources that the district will provide to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative evaluation report of the relevant standard(s) and indicator(s);

- vi) Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and, at the request of the Educator, a mutually agreed upon Peer Assistant to provide technical assistance, information, and/or modeling of techniques, as required to meet the needs and goals specified in the Improvement Plan; and,
 - vii) Include the signatures of the Educator and Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator’s status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator may recommend to the superintendent that the Educator be dismissed or put the Educator on another Improvement Plan.

18) Timelines (Dates in italics are provided as guidance)

A) **Educators on One Year Plans**

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 15
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	November 1
Evaluator authorizes Educator Plans	November 15
Evaluator should complete first observation of each Educator	November 30

Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Formative Evaluation Report date	<i>January 15*</i>
Evaluator should complete mid-cycle Formative Evaluation Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Evaluation Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or two weeks prior to Summative Evaluation Report date established by evaluator	<i>May 15*</i>
Evaluator completes Summative Evaluation Report	<i>May 15</i>
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	<i>June 1</i>
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	<i>June 10</i>

B) Educators with PTS on Two Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15 of year 1</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	<i>October 15 of year 1</i>
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	<i>November 1 of year 1</i>
Evaluator authorizes Educator Plans	<i>November 15 of year 1</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Formative Evaluation Report date established by Evaluator	<i>May 1 of year 1 *</i>
Evaluator completes Formative Evaluation Report	<i>May 15 of Year 1</i>

Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Summative Evaluation Report date established by Evaluator	May 1 of year 2 *
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2

C) Educators on Plans of Less than One Year

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

19) Rating Impact on Student Learning Growth

The parties agree to bargain with respect to this matter during the 2014-2015 school year. The first time teachers are to be rated on their Impact of student Learning, that rating shall be Moderate or High.

20) Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter, including the instrument(s), protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.

21) Using Staff feedback in Administrator Evaluation

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

22) General Provisions

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

<u>Educator</u>	<u>Evaluator</u>
High School	
English	English Director, Principal or Assistant Principal
Mathematics	Mathematics Director, Principal or Assistant Principal
Science	Science Director, Principal or Assistant Principal
Technology/Engineering	Science Director, Principal or Assistant Principal
Social Studies	Social Studies Director, Principal or Assistant Principal
Foreign Languages	Foreign Language Director, Principal or Assistant Principal

Art and Music	Director of Fine & Performing Arts, Principal or Assistant Principal
Physical Education	Director of Physical Education, Principal or Assistant Principal
Librarian	Principal or Assistant Principal
Special Education	Director of Student Services, Principal or Assistant Principal
Guidance Counselor	Director of Student Services, Principal or Assistant Principal
Psychologist	Director of Student Services, Principal or Assistant Principal
Nurse	Nurse Coordinator
ELL	ELL Director

Middle School

Grade 5,	Principal or Assistant Principal
Grade 6, 7, 8	Curriculum Director, Principal or Assistant Principal
Reading	English Director, Principal or Assistant Principal
Foreign Languages	Foreign Language Director, Principal or Assistant Principal
Art and Music	Director of Fine and Performing Arts, Principal or Assistant Principal
Physical Education	Director of Physical Education, Principal or Assistant Principal
Librarian	Principal or Assistant Principal
Special Education	Director or Assistant Director of Student Services, Principal or Assistant Principal
Guidance Counselor	Director or Assistant Director of Student Services, Principal or Assistant Principal
Psychologist	Director or Assistant Director of Student Services, Principal or Assistant Principal
Technology/Engineering	Director of Science, Principal or Assistant Principal
Health	Director of Science, Principal or Assistant Principal
Nurse	Nurse Coordinator
ELL	ELL Director

Elementary Schools

Classroom	Principal or Assistant Principal
Art and Music	Director of Fine and Performing Arts, Principal or Assistant Principal
Physical Education	Director of Athletics, Principal or Assistant Principal
Librarian	Principal or Assistant Principal
Special Education	Director or Assistant Director of Student Services, Principal or Assistant Principal
Guidance Counselor	Director or Assistant Director of Student Services, Principal or Assistant Principal
Psychologist	Director or Assistant Director of Student Services, Principal or Assistant Principal
Social Worker	Director or Assistant Director of Student Services, Principal or Assistant Principal
Nurse	Nurse Coordinator
ELL	ELL Director

Pre-School

Regular Educator	Early Childhood Coordinator
Special Educator (including SLP)	Director or Assistant Director of Student Services, Principal or Assistant Principal

- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall ensure that Evaluators have initial and ongoing training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. An Association Representative shall attend any such meeting at the discretion of the Educator.
- E) The parties agree to continue the work of the Advisory Group which shall review the evaluation processes and procedures annually through the 2016-2017 school year and recommend adjustments to the parties, as well as discuss other parts of this evaluation noted as needing further negotiations. Recommendations from this group shall be forwarded to the parties for negotiations and ratification.
- F) Violations of this article are subject to the grievance and arbitration procedures.

Educator SMART Goals and Plan Form

Name _____ Type of Plan _____

Evaluator's Name _____ Dates of Plan _____

Step #1: Use Student Learning Data To Identify Student Learning Goal Area(S)

Examine past student learning data (from state tests, common assessments, other quantitative and qualitative data) to determine an area that you would like to address in order to improve student achievement.

List the focus area here: _____

Step #2: Use Your Self-Assessment (Performance Relative To The Rubric) To Identify Professional Practice Goal Area(s)

Focus area for growth: _____

Step #3: Discuss With Colleagues

Meet with colleagues who have shared responsibility of students or common instructional responsibilities. Decide if you will work on each goal as a team goal or individually.

Step #4: Draft The Student Learning Goal Statement

Goal statement: _____

This goal is [check one]:

an individual Student Learning Goal

a PLT Goal

If this is a PLT Goal, attach the completed form to your PLT Charter and submit.

another team Student Learning Goal

Step #5: Draft The Professional Practice Goal Statement

Goal statement: _____

This goal is [check one]:

an individual Professional Practice Goal

a team Professional Practice Goal

Step #6: Add Key Actions, Benchmarks And Resources/Support
(Revise Goal Statements As Needed)

Key Actions: what will I/we do to achieve my/our goals?

Student Learning Goal

Professional Practice Goal

Benchmarks: how will I/we know if I am on track to accomplish my/our goals?

Student Learning Goal

Professional Practice Goal

Resources and Support: what will I/we need to help accomplish my/our goals?

Student Learning Goal

Professional Practice Goal

Educator's Signature _____

Date _____

Evaluator's Signature _____

Date _____

Educator Comments: (if desired)

Observation Form

Educator's Name _____

Evaluator's Name _____

School: _____

Date: _____

Subject: _____

Date and Time of the Observation

What portion of the class are you observing? (check all that apply)

Beginning

Middle

End

Length of Observation

Written Feedback from Evaluator

Educator Response (if desired):

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Formative Evaluation Form
Classroom Teacher Rubric
Specialized Instructional Support Personnel Rubric

Educator: _____ Evaluator: _____

Educator Plan: _____ Educator Plan Dates: _____

School: _____ Date: _____

Subject: _____ [shared button]

Standard I: Curriculum, Planning, and Assessment

The educator 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.

Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Standard II: Teaching All Students

The educator 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.

Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Standard III: Family and Community Engagement

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

Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Standard IV: Professional Culture

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

Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Progress on Attaining Professional Practice Goal

No Progress Progressing Achieved Goal Exceeded Goal

Progress on Attaining Student Learning Goal

No Progress Progressing Achieved Goal Exceeded Goal

Overall Performance

Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Educator Response (if desired):

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Summative Evaluation Form
Classroom Teacher Rubric
Specialized Instructional Support Personnel Rubric

Educator: _____ Evaluator: _____

Educator Plan: _____ Educator Plan Dates: _____

School: _____ Date: _____

Subject: _____ [shared button]

Standard I: Curriculum, Planning, and Assessment

The educator 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.

Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Standard II: Teaching All Students

The educator 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.

Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Standard III: Family and Community Engagement

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

Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Standard IV: Professional Culture

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

Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Progress on Attaining Professional Practice Goal

No Progress Progressing Achieved Goal Exceeded Goal

Progress on Attaining Student Learning Goal

No Progress Progressing Achieved Goal Exceeded Goal

Overall Performance

Rating

Unsatisfactory Needs Improvement Proficient Exemplary

Educator Response (if desired):

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Setting SMART Goals²

Good goals help educators, schools, and districts improve. That is why the educator evaluation regulations require educators to develop goals that are specific, actionable, and measurable. They require, too, that goals be accompanied by action plans with benchmarks to assess progress.

This “SMART” Goal framework is a useful tool that individuals and teams can use to craft effective goals and action plans:

S	=	Specific and Strategic
M	=	Measurable
A	=	Action Oriented
R	=	Rigorous, Realistic, and Results-Focused (the 3 Rs)
T	=	Timed and Tracked

Goals with an action plan and benchmarks that have these characteristics are “SMART.”

A practical example some of us have experienced in our personal lives can make clear how this SMART goal framework can help turn hopes into actions that have results.

First, an example of *not* being “SMART” with goals: *I will lose weight and get in condition.*

Getting SMARTer: *Between March 15 and Memorial Day, I will lose 10 pounds and be able to run 1 mile nonstop.*

The **hope** is now a **goal**, that meets most of the SMART Framework criteria:

It’s Specific and Strategic	=	10 pounds, 1 mile
It’s Measurable	=	pounds, miles
It’s Action-oriented	=	lose, run
It’s got the 3 Rs	=	weight loss and running distance
It’s Timed	=	10 weeks

SMART enough: To make the goal really “SMART,” though, we need to add an action plan and benchmarks. They make sure the goal meets that final criteria, “Tracked.” They also strengthen the other criteria, especially when the benchmarks include “process” benchmarks for tracking progress on the key actions and “outcome” benchmarks that track early evidence of change and/or progress toward the ultimate goal.

² The SMART goal concept was introduced by G.T. Doran, A. Miller and J. Cunningham in *There’s a S.M.A.R.T. way to write management’s goals and objectives*, *Management Review* 70 (11), AMA Forum, pp. 35-36. *What Makes a Goal “SMART”?* also draws from the work of Ed Costa, Superintendent of Schools in Lenox; John D’Auria, Teachers 21; and Mike Gilbert, Northeast Field Director for MASC.

Key Actions

- Reduce my daily calorie intake to fewer than 1,200 calories for each of 10 weeks.
- Walk 15 minutes per day; increase my time by 5 minutes per week for the next 4 weeks.
- Starting in week 5, run and walk in intervals for 30 minutes, increasing the proportion of time spent running instead of walking until I can run a mile, non-stop, by the end of week 10.

Benchmarks:

- For process, maintaining a daily record of calorie intake and exercise
- For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6lbs/.2 mi; 8 wks: 8 lbs/.4 miles)

S = Specific and Strategic

Goals need to be straightforward and clearly written, with sufficient specificity to determine whether or not they have been achieved. A goal is strategic when it serves an important purpose of the school or district as a whole and addresses something that is likely to have a big impact on our overall vision.

M = Measurable

If we can't measure it, we can't manage it. What measures of quantity, quality, and/or impact will we use to determine that we've achieved the goal? And how will we measure progress along the way? Progress toward achieving the goal is typically measured through "benchmarks." Some benchmarks focus on the process: are we doing what we said we were going to do? Other benchmarks focus on the outcome: are we seeing early signs of progress toward the results?

A = Action Oriented

Goals have active, not passive verbs. And the action steps attached to them tell us "who" is doing "what." Without clarity about what we're actually going to do to achieve the goal, a goal is only a hope with little chance of being achieved. Making clear the key actions required to achieve a goal helps everyone see how their part of the work is connected—to other parts of the work and to a larger purpose. Knowing that helps people stay focused and energized, rather than fragmented and uncertain.

R = Rigorous, Realistic, and Results-Focused (the 3 Rs)

A goal is not an activity: a goal makes clear what will be different as a result of achieving the goal. A goal needs to describe a realistic, yet ambitious result. It needs to stretch the educator, team, school, or district toward improvement but not be out of reach. The focus and effort required to achieve a rigorous but realistic goal should be challenging but not exhausting. Goals set too high will discourage us, whereas goals set too low will leave us feeling "empty" when it is accomplished and won't serve our students well.

T = Timed

A goal needs to have a deadline. Deadlines help all of us take action. For a goal to be accomplished, definite times need to be established when key actions will be completed and benchmarks achieved. Tracking the progress we're making on our action steps (process benchmarks) is essential: if we fall behind on doing something we said we were going to do, we'll need to accelerate the pace on something else. But tracking progress on process outcomes isn't enough. Our outcome benchmarks help us know whether we're on track to achieve our goal and/or whether we've reached our goal. Benchmarks give us a way to see our progress and celebrate it. They also give us information we need to make mid-course corrections.



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

Indicator I-A. Curriculum 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/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills in the subject.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.	Demonstrates expertise in subject matter and the pedagogy it requires by engaging all students in learning experiences 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	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/or 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 expert 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 significant progress toward meeting stated outcomes. Is able to model this element.

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



Standards and Indicators of Effective Teaching Practice: 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/or 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/or 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, accessible 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/or 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, technologies, and grouping.	Develops well-structured and highly engaging lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

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 I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.				
I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers only the assessments required by the school and/or measures only point-in-time student achievement.	May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.	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.	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.
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 from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for students.	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for individuals and groups of students and appropriate modifications of lessons and units. 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 I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.				
I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	Individually and with colleagues, draws appropriate conclusions from a thorough analysis of a wide range of assessment data to improve student learning.	Individually and 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. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback.	Only occasionally shares with colleagues conclusions about student progress and/or only occasionally seeks feedback from them about practices that will support improved student learning.	Regularly shares with appropriate colleagues (e.g., general education, special education, and English learner staff) conclusions about student progress and seeks feedback from them about instructional or assessment practices that will support improved student learning.	Establishes and implements a schedule and plan for regularly 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. Is able to model this element.
I-C-3. Sharing Conclusions With Students	Provides little or no 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 rarely 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. 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 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/or offers few supports for students to produce quality work or effort.	May states high expectations for quality and effort, but provides few exemplars and rubrics, limited guided practice, and/or few other supports to help students know what is expected of them; may establish inappropriately low expectations for quality and effort.	Consistently defines high expectations for the quality of student work and the perseverance and effort required to produce it; often provides exemplars, rubrics, and guided practice.	Consistently 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/or passive participants.	Uses instructional practices that motivate and engage some students but leave others uninvolved and/or passive participants.	Consistently uses instructional practices that are likely to motivate and engage most students during the lesson.	Consistently uses instructional practices that typically motivate and engage most students both during the lesson and during independent work and home work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate practices to accommodate differences, but fails to address an adequate 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.

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

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 limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences	Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this practice.
II-C-2. Maintains Respectful Environment	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this 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.*

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

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning or behavior expectations.	Sends home only a list of classroom rules and the learning outline or syllabus for the year.	Consistently 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	Rarely, if ever, communicates with parents on ways to support children at home or at school.	Sends home occasional suggestions on how parents can support children at home or at school.	Regularly updates parents on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	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	Rarely communicates with families except through report cards; rarely solicits or responds promptly and carefully to communications from families.	Relies primarily on newsletters and other one-way media and usually responds promptly to communications from families.	Regularly uses two-way communication with families about student performance and learning and responds promptly and carefully to communications from families.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student performance and learning. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

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	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students but not with colleagues and/or rarely uses insights to improve practice.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; 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	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	Proposes 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.

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, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction and leadership. Is able to model this element.

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.				
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and 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 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	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	I In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

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

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

Massachusetts Department of
ELEMENTARY & SECONDARY
EDUCATION

Specialized Instructional Support Personnel Rubric

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

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



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

³ “Plan” is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCPs), Career Plans, and 504 Plans. The type of plan that an educator is responsible for depends on the educator being evaluated; both the educator and evaluator should understand and agree upon the definition relevant to the educator’s role.

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

Standards and Indicators of Effective Teaching Practice: Teacher 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.



**Standards and Indicators of Effective Teaching
Practice:
Teacher Rubric**

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

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

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



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-2. Student Support	Rarely, if ever, communicates with parents on ways to support learning and development at home or at school.	Sends home occasional suggestions on how parents can support learning and development at home or at school.	Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.	Regularly communicates with parents to share and/or identify strategies for supporting learning and development at school and home, successfully encourages most families to use at least one of these strategies, and seeks out evidence of their impact. Is able to model this element.

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



**Standards and Indicators of Effective Teaching
Practice:
Teacher Rubric**

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

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

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, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.	Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction, academic support, and leadership. Is able to model this element.

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



Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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



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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	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

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



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

APPENDIX G – Impact of RETELL Regulations

**MEMORANDUM OF AGREEMENT
BETWEEN THE
BELMONT EDUCATION ASSOCIATION
AND THE
BELMONT SCHOOL COMMITTEE**

RE: IMPACT OF RETELL REGULATIONS

This **Memorandum of Agreement** is entered into by and between the Belmont School Committee (Committee) and the Belmont Education Association (Association).

Whereas, the Committee and the Association are parties to a collective bargaining agreement for educators for the period 9/1/11 through 8/31/14 and a collective bargaining agreement for administrators for the period 6/1/11 through 5/31/14; and

Whereas, the Massachusetts Department of Elementary and Secondary Education (DESE) promulgated updated educator license regulations, 603 CMR 7.00, to implement its new initiative to better educate student who are English Language Learners (ELLs) called Rethinking Equity and Teaching for English Language Learners (RETELL); and

Whereas, DESE has designated the Belmont Public Schools in Cohort 2, which is during the three school years from 2013-14 to 2015-16; and

Whereas, the Committee and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the impact of these regulatory changes:


Therefore, the parties, in consideration of mutual covenants, agree to the following.

1. For the purposes of this RETELL MOA, an “available employee” shall be defined as an employee of the Committee who can attend a DESE SEI Endorsement Class or DESE SEI Endorsement Bridge Class as offered per schedule on the DESE website. For the purposes of this RETELL MOA, an “eligible employee” shall be defined as an educator of the Committee who currently has or will have one or more ELL students in their classroom(s) the following school year, or a supervisor of an educator who has or will have one or more ELL students in his/her classroom(s).
2. During the District’s Cohort years, the School Committee shall work collaboratively with the Association and shall inform Association leaders which employees are eligible and available. No later than one week before the Committee transmits any such names to DESE, the Committee shall notify such employees of this designation so that the employee may correct this determination if needed.
3. All employees obtaining SEI Endorsement, by taking the 45-hour course, shall receive three (3) credit hours to be applied to their salary in accordance with Appendix E. Once the state has determined the structure of the bridge course(s) the administration and

Association will meet to determine the credit hours to be applied to their salary in accordance with Appendix E. Employees who obtain an SEI Endorsement without any additional course work are not eligible for any additional credit hours by obtaining the SEI Endorsement.

4. All educators without an SEI Endorsement shall be notified if there are to be registered ELL students in their classroom(s) as soon as the information is available, but in no case later than the start of school. All supervisors of educators without an SEI Endorsement shall be notified if there are to be registered ELL students in the classroom(s) of educators they supervise for the following school year as soon as the information is available, but in no case later than the start of school.
5. Employees may use the process of obtaining the SEI Endorsement as their Professional Practice Goal and progress of ELLs as their Student Learning Goal for the Evaluation process.

Wherefore, the Committee and the Association have caused this **Memorandum of Agreement** to be executed by their duly-authorized representatives



Robert Antonellis, BEA President



Laurie Graham, School Committee Chair

Date: 6/21/13

Date: 7.2.2013

Side Letter of Agreement - 2

**Side Letter of Agreement
by and between
The Belmont Education Association
and
Belmont Public Schools**

The Belmont Education Association ("BEA"), Unit A and the Belmont Public Schools through its School Committee hereby agree to the following. The guidelines on class size were developed by a Return on Investment committee as requested by the School Committee and are aspirational. The Guidelines are incorporated into the collective bargaining agreement as stated in Article 19.1(a). The Guidelines on class size are as follows:

Guidelines

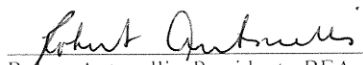
- K: 18-22
- 1: 19-23
- 2: 19-23
- 3: 20-24
- 4: 20-24
- 5: 20-24
- 6: 22-26
- 7: 22-26
- 8: 22-26.

These Guidelines are subject to alteration at any time as determined by the sole discretion of the School Committee and shall not be subject to the grievance and arbitration provisions of the collective bargaining agreement between the BEA and School Committee. The content of this side letter of agreement shall at no time be incorporated into the body of the collective bargaining agreement without the parties separate express consent and agreement. *

*The side letter will be attached to the end of the printed contract. RA AG


Laurie Graham, Chair - Belmont School Committee

3/5/12
Date


Robert Antonellis, President - BEA

2/14/12
Date