

AGREEMENT

between the

SHARON SCHOOL COMMITTEE

and the

SHARON TEACHERS' ASSOCIATION

Sharon, Massachusetts

Effective July 1, 2016 - June 30, 2019

COLLECTIVE BARGAINING AGREEMENT
July 1, 2016 – June 30, 2019
SHARON SCHOOL COMMITTEE and SHARON TEACHERS' ASSOCIATION

TABLE OF CONTENTS

<u>Article Number/Title</u>	<u>Page Number</u>
PREAMBLE	5
I. RECOGNITION AND COVERAGE	5
II. NEGOTIATIONS PROCEDURE	6
III. GRIEVANCE PROCEDURE	6
IV. SALARIES	9
V. TEACHING HOURS AND TEACHING LOAD	9
VI. CLASS SIZE	14
VII. NON-TEACHING DUTIES	15
VIII. TEACHER EMPLOYMENT	16
IX. TEACHER ASSIGNMENT	16
X. TRANSFERS	17
XI. VACANCIES AND PROMOTIONS	17
XII. POSITIONS IN OTHER PROGRAMS IN SHARON	18
XIII. TEACHER EVALUATION	20
XIV. TEACHER FACILITIES	20
XV. USE OF SCHOOL FACILITIES	21
XVI. SICK LEAVE	21
XVII. TEMPORARY LEAVES OF ABSENCE	22
XVIII. EXTENDED LEAVES OF ABSENCE	24

TABLE OF CONTENTS

(continued)

XIX. SABBATICAL LEAVES	25
XX. REDUCTION IN STAFF	26
XXI. SUBSTITUTE TEACHERS	27
XXII. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT	28
XXIII. PROTECTION	29
XXIV. PERSONAL INJURY BENEFITS	29
XXV. INSURANCE AND ANNUITY PLAN	29
XXVI. TEXTBOOKS	30
XXVII. DEDUCTIONS (with Deductions Authorization Card)	30
XXVIII. CONSULTATION PROCEDURES	31
XXIX. GENERAL	31
XXX. STRIKES	33
XXXI. EARLY NOTICE OF RETIREMENT PLAN	33
XXXII. DURATION	34
XXXIII. NO REPRISALS	34
SIGNATURE PAGE	34

TABLE OF CONTENTS

(continued)

APPENDICES, SCHEDULES, AND ATTACHMENTS

APPENDIX A, TEACHERS/NURSES COMPENSATION	36
Attachment A(1) – Teacher Salaries	39
Attachment A(2) – Extracurricular Activities	40
Salary Formula Schedule and Contract	41
Attachment A(2a) – Activity Advisor Evaluation Form	50
Attachment A(2b) – Athletic Coach Evaluation Form	51
APPENDIX B, TEACHER DATA SHEET	52
APPENDIX C, TEACHER & CASELOAD EDUCATOR CONTRACT LANGUAGE	53
Attachment (C)(1) – TEACHER Rubric	71
Attachment (C)(2) – SISP Rubric (Structure of the Specialized Instructional Support Personnel)	87
APPENDIX D, IPDP FORM	103
APPENDIX E, Memorandum of Agreement - INSURANCE	106
APPENDIX F, HEALTH INSURANCE COPAYMENTS	107
APPENDIX G, SIDE LETTERS	
• Class Size	109
• Scheduling	110
APPENDIX H, Unit B Articles	113

AGREEMENT

Pursuant to the provisions of Section 2 of Chapter 150E (Chapter 1078 of the Acts of 1973) of the General Laws of Massachusetts, this Agreement for the period July 1, 2016 - June 30, 2019, is made and entered into on June 7, 2017, by and between the **SHARON SCHOOL COMMITTEE** (hereinafter referred to as the Committee) and the **SHARON TEACHERS' ASSOCIATION** (hereinafter referred to as the Association).

PREAMBLE

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

1. The Sharon School Committee is a public body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Committee retains all the powers, rights, and duties that it has by law.
2. The Superintendent of Schools of Sharon has the responsibility for carrying out the policies so established.
3. The teaching staff of the Public Schools of Sharon has the responsibility of providing education of the highest possible quality in the classrooms of the schools.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Superintendent, the Principals and the teaching staff.

ARTICLE I RECOGNITION AND COVERAGE

The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of the following bargaining units:

Unit A – All professional employees of the Sharon School System excluding the Superintendent, Assistant Superintendent(s), Principals, Assistant Principals, consultants, substitute teachers, instructional assistants, Director of Community Education, Director of Student Services, Special Education Administrator, Director of Guidance, Director of Technology and Library Services, Athletic Director, and members of Unit B

Unit B – All academic subject area department heads and academic coordinators, including the middle school Special Education and METCO Coordinators. With respect to Unit B members, see Appendix F hereto.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "teachers."

ARTICLE II NEGOTIATIONS PROCEDURE

- A. 1. Not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours, and other conditions of their employment, including, but without being limited to, those matters that are listed in the Table of Contents of this Agreement and for which substantive provisions are made in the Agreement. Any Agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and the Association.
2. During negotiations, the Committee and the Association will present relevant data that shall include all relevant budgetary information available to the Committee at that time, exchange points of view, and make proposals and counter-proposals. Either party may, if it so desires, utilize the services of outside consultants and call upon professional and lay representatives to assist in the negotiations.
3. If the negotiations described in this Section A have reached an impasse, the procedure described in Section 9 of Chapter 150E will be followed.
- B. 1. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

However, with respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation with the Association.

In the event a situation arises where the administration makes a change in staffing that may affect the working conditions of a number of teachers, prior to the implementation of the change the Sharon Teachers' Association will be notified and given the opportunity to express its views relative to the change and the impact it might have on the duties, functions, operations and/or responsibilities relating to a teacher's expected workload.

2. During the term of this Agreement, amendments may be added by mutual agreement of the parties. Any such amendment agreed upon by the Committee and the Association will be reduced to writing, which shall be signed by the Committee and the Association, and will become an addendum to this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

- A. **PURPOSE:** The purpose of the procedure hereinafter set forth is to produce prompt and equitable solutions to those problems which, from time to time, may arise and affect the conditions of employment of the teachers covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as possible.

Nothing herein contained will be construed as limiting the right of any aggrieved teacher from discussing his/her grievance informally under the grievance procedure and from having his/her grievance adjusted, without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given the opportunity to be present at such adjustment and to state its views.

- B. **DEFINITION:** A "Grievance" is defined as a question or complaint involving the meaning, application, or interpretation of, or compliance with the terms and provisions of this Agreement. A matter which is not specifically covered by any provision of this Agreement is not a grievance under this Agreement.
- C. **PROCEDURE:** Grievances will be processed in accordance with the following procedure:

Level One: A teacher having a grievance will first discuss it with his Principal, either alone or with the Association's School Representative, with the objective of resolving the matter informally.

If, at the end of the ten (10) school days next following the occurrence of any grievance or the date of first knowledge of any grievance by any teacher affected by it, the grievance shall not have been presented at Level One of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified thereof.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The times may, however, be extended by mutual agreement.

In the event a grievance is filed on such date which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth will be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

Level Two: If the grievance has not been disposed of to the satisfaction of the teacher under the preceding Level One, or if no decision has been rendered by the School Principal within five (5) school days after the presentation of the grievance, the teacher may file an appeal. The grievance shall be reduced to writing and presented to Superintendent of Schools within (5) school days after disposition at Level One and copies of said written grievance shall be presented to the Principal and the Chairman of the Association's Professional Rights and Responsibilities Committee (hereinafter called PR&R Committee). The Superintendent shall, within ten (10) school days thereafter, meet with the teacher and the President of the Association and/or Chairman of the PR&R Committee in an effort to settle the grievance and the Superintendent shall give a written answer to the aggrieved teacher and the Chairman of the PR&R Committee within ten (10) school days after said meeting.

Level Three: If the grievance has not been disposed of to the satisfaction of the teacher under the preceding Level Two, or if no decision has been rendered by the Superintendent within ten (10) school days after first meeting with the Superintendent, the teacher may, within five (5) school days after disposition at Level Two, notify the School Committee and the Chairman of the PR&R Committee in writing of his/her desire to have the grievance heard by the School Committee. The Committee shall meet with the aggrieved teacher and the PR&R Committee within a period of time not to exceed ten (10) school days from the receipt of written notice in an effort to settle the grievance. The School Committee will give its decision in writing to the aggrieved teacher and the Chairman of the PR&R Committee within ten (10) school days after said meeting.

Once a grievance is presented at Level Three, no amendments may be made to the original grievance at Level Four without the mutual written agreement of the Association and the Committee.

Level Four: (a) If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after (s)he has first met with the School Committee, (s)he may within five (5) school days after disposition at Level Three request in writing that the Chairman of the PR&R Committee submit the grievance to arbitration. The PR&R Committee, shall, if it agrees to continue the grievance, notify the School Committee in writing within ten (10) school days after receipt of the request by the aggrieved person of its intent to submit the grievance to binding arbitration.

(b) During the ten (10) school days after such notice, the School Committee and the PR&R Committee shall endeavor to agree upon a mutually acceptable arbitrator to hear and decide the case. If the parties are unable to agree upon an arbitrator within ten (10) school days, either party may petition the American Arbitration Association for a list of five (5) arbitrators. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The parties shall determine by lot which of them shall strike first from the list of arbitrators submitted.

(c) The arbitrator so selected will hear the case as promptly as possible and will issue his/her decision not later than twenty (20) days from the date of the close of the hearing or within an extension of time which has been mutually agreed upon between the School Committee and the PR&R Committee. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issue or issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator will be accepted by the parties to the dispute and will be final and binding. The fee and expenses of the arbitrator will be borne equally by the School Committee and the Association.

D. The Association and the School Committee agree not to engage in prohibited practices set forth in M.G.L. ch. 150E, §10.

When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Nothing in this Article shall prevent the grievant or the Association from being represented by someone other than those specifically mentioned at the different levels.

- E. 1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing directly to the Superintendent and the processing of such grievance will be commenced at Level Two as set forth in Section C. above. However, if the PR&R Committee has not instituted grievance procedures within fifteen (15) school days next following the occurrence of the grievance, the grievance shall be deemed to have been waived. The PR&R Committee may process such a grievance whether instituted by the PR&R Committee, a group of teachers, or an individual teacher through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing and will set forth the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee. Decisions rendered in arbitration proceedings will be transmitted to all parties in interest.
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participants.
4. For the purpose of facilitating the operation of the grievance procedure provided above in this Article III, the Superintendent and the Association will jointly prepare forms to be used for filing grievances, serving notice, and taking appeals.

ARTICLE IV SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A and in Attachment (A)(1), as referenced in Appendix A, attached hereto and made a part hereof.
- B. All teachers shall have three options for the payment of salaries as follows:
- Option 1. Teachers may elect to be paid in twenty-six (26) installments computed as follows: The teacher's total salary shall be divided by twenty-six (26), such payment to be hereafter called a full payment. Payments shall be made at two (2) week intervals.
- Option 2. Teachers may elect to be paid in twenty-one (21) equal installments from September through June.
- Option 3. Teachers who have chosen Option 1 may elect to receive a lump sum payment of the remaining salary on the first pay date after the close of the school year by giving written notice of their intent to exercise said option by April 1.

PAY DATES

The first full paycheck will occur no later than the third Friday of the school year and every two weeks thereafter.

The Committee agrees to adopt the Teacher's Individual Contract, the Teacher's Annual Salary Agreement, and the Extra-curricular Assignment Contract forms referenced and attached to this Agreement. Specifically, with respect to the Teacher's Individual Contract and Teacher's Annual Salary Agreement, see Appendix B attached. With respect to the Extracurricular Assignment Contract form, see Appendix A and referenced Attachment (A)(2).

ARTICLE V TEACHING HOURS AND TEACHING LOAD

- A. 1. Except as excused by Building Principals or provided for in this Agreement, the workday of the classroom teachers will be as follows:
- | | |
|---------------------|------------------------|
| Elementary Schools: | 6 hours and 40 minutes |
| Middle School: | 7 hours |
| High School: | 7 hours |
2. Starting and dismissal times of the students are subject to modification by the Committee, provided, however, that no such modification will increase the length of the teachers' workday. The workday for teachers will be a continuous period of time as specified in Section A-1 above.
3. Personnel, other than classroom teachers, will work at their assigned tasks for the length of, but no longer than the length of, the classroom teachers' workday. The exact daily schedule will be worked out on an individual basis.
4. It is recognized, however, that the proper performance of their duties may, on occasion, require classroom and other teachers to work longer than a normal working day.
5. Teachers may be required to remain after the end of the regular workday, without additional compensation, for an aggregate of thirty (30) hours during a school year to attend staff meetings. Notice to the affected teachers shall be given for any meeting expected to last more than one (1) hour beyond the end of the school day. Such notice shall be given at least one (1) week in advance of such meeting (except for an emergency). Principals may excuse teachers from all or part of any such meeting for good cause.
6. A taskforce of Administration and Association members will be created to examine the possibility of making the work week for Elementary School teachers the same as the work week for Middle School and High School teachers (35 hours). The taskforce will endeavor to issue its recommendation before the end of January 2017. Any agreement reached between the parties would be subject to ratification by the respective bodies. In the event the parties do not reach an agreement or reach an agreement that is not ratified by either party, the current work week for Elementary School teachers shall remain in effect.
- B. The work year of teachers will begin no earlier than the day after Labor Day and terminate no later than June 30th, but in no event be longer than 182 days except in the case of department heads, coordinators, and

instructional coach, whose work year shall not exceed 192 days. The work year for teachers will include days when pupils are in attendance and two (2) orientation days at the beginning of the school year. The first orientation day is designated for system-wide and school-based administrative purposes as determined by the superintendent and principals. The second day of the work year is designated exclusively for teachers to prepare their classrooms for the opening of school. These days will be scheduled between 8:30 a.m. and 2:30 p.m. Any change in these schedules shall be subject to agreement between the administration and the STA. Should it be necessary to reschedule school days in order to comply with the minimum number required by the State Board of Education, those weekdays immediately following the closing date for that school year according to the official school calendar shall be used.

- C.
1. Elementary Teachers are required to be present at the school Open House at the elementary schools and Secondary Teachers are required to attend no more than two (2) Open House Programs at either the Middle School or two (2) at the High School, scheduled by the School Committee. Open Houses which are outside the normal school day may be scheduled during afternoons or evenings on Monday through Thursday.
 2. Elementary school teachers will be available for parent conferences for not more than one (1) evening per year for no more than two (2) hours on that evening. The evening of teacher availability for parent conferences is to be determined by the School Principal in consultation with the school staff.
 3. Attendance at all other evening meetings will be at the option of the individual teacher.
 4. All elementary grade level teachers will attend parent conferences to be scheduled during the six (6) afternoon student early dismissal days. Three (3) such parent conferences shall be scheduled in the Fall and three (3) shall be scheduled in the Spring during the school year. In no case will the teacher's work day be longer than 6 hours and 40 minutes for elementary teachers and 7 hours for secondary teachers. On early dismissal conference dates the building principal may schedule elementary non-grade level teachers (music, art, gym, ITS, library) for professional development, curricular work, and administrative meetings only.

If classroom teachers are fully scheduled for afternoon and evening parent conferences and they therefore work beyond the end of the six (6) afternoon workshop days or longer than two (2) hours on the evening conference schedule, they will be paid \$36.00 per hour for their additional work, up to a maximum of four (4) hours per school year. Pay slips for this time must be submitted within two weeks of the conference by the teacher and approved by the principal.

- D.
1. All Elementary Teachers will have a duty free lunch period of at least 25 minutes each day. Middle School and High School Teachers will have a duty free lunch period of at least 28 minutes each day. During such time teachers may leave the building, but they must notify the office that they are leaving.

Teachers who teach elective courses will meet their students half the amount of time as those who teach a major course. Teachers who teach major courses would meet their students in two (2) 75 minutes and two (2) 90 minute periods within a six day cycle. Teachers who elect to teach semester courses would meet their students in two (2) 75 minute and two (2) 90 minute periods within a six day cycle.

For the 2000-2001 school year, teachers who teach a major class will be assigned within a Block Schedule that will meet the equivalent of one (1), ninety (90) minute block, and four (4) sixty (60) minute periods. This revised schedule allows for both a mid-year and final exam schedule with students dismissed at 11:00 a.m.

Teachers who teach elective courses will meet their students half the amount of time as those who teach a major course.

Teachers who select to teach major semester courses will adhere to the same Block Schedule as those who teach year long major courses.

Teachers may teach two classes during one teaching period on a voluntary basis.

2. Classroom teachers will have, in addition to their lunch periods, a preparation period during which they will not be assigned to any other duties.

- a. During each year of this Agreement, teachers in grades K through 5 will be allowed such time when physical education, art, and music personnel are assigned to the teacher's class. The classroom teacher will be responsible for continuity in the program.

Teachers in grade K through 5 will be scheduled for five preparation periods in a five day week. These will be scheduled on five separate days. Elementary teachers shall be entitled to a preparation period on early release and parent conference days during either the first or the last 90 days of the student school year.

There is no guaranteed preparation time on the following occasions:

- (1) Early closings or cancellations
- (2) In-School Programs (i.e., assemblies, etc.)
- (3) Involvement in programs other than classroom instruction or specialist activities (i.e., Professional days or administrative directed curriculum, instructional workshops or programs).
- (4) No accumulation, carryover, or buildup of time, from day to day or week to week

Middle School teachers who teach mathematics, science, social studies, English or Foreign Language will not be assigned more than twenty-five (25) teaching periods per week or not more than thirty (30) teaching periods per six day cycle. All other teachers may be assigned not more than twenty-seven (27) teaching periods per week or not more than thirty-two (32) teaching periods per six day cycle. All teachers will have at least one (1) preparation period per day; other non-teaching periods to be assigned under the direction of the Principal for duties other than those which are expressly excluded under Article VII. Significant efforts will be made by the Committee to find substitutes to replace the specialists when absent. If substitute coverage is not available, the classroom teacher assuming the continuity of the program will be paid at the rate of \$12.00 per period while filling in for the absent specialist.

- b. All High School teachers will have one preparation period of at least 43 minutes per day and one non-teaching period of at least 43 minutes per day to be assigned under the direction of the Principal, at least four of which shall be for Professional Development activities in the teacher's subject area.

If substitute coverage is not available, a classroom teacher who wishes to assume continuity of the program will be compensated as follows: (1) \$12.00 per 40 minute period or major part thereof at the elementary level; (2) \$12.00 per period at the middle school; and, (3) \$12.00 for a 43 minute period, \$21.00 for a 75 minute block, and \$25.00 for a 90 minute block, while filling in for an absent teacher at the High School.

- c. Secondary Coordinators or department heads will be provided with adequate time to perform their supervisory duties within the school day without being deprived of their guaranteed daily preparation time, and should not be assigned more than one teaching assignment except by the parties' further memorandum of agreement.

- d. Secondary school teachers will not be required to teach more than two (2) subjects nor to have more than a total of three (3) teaching preparations at any one time.

However, if compliance with the above would result in less than full-time teaching schedules for the individuals involved, volunteers to work in excess of the above standards will be solicited up to April 15th. Thereafter, if necessary, assignments will be made by the Administration to avoid less than full-time positions. Any variations to the above conditions shall require the approval in writing of the parties to this agreement.

- e. For purposes of this section, Independent Study as listed in the Sharon High School Program shall not be considered an additional subject and/or preparation, provided that the participation in an independent study program on the part of a teacher and on the part of a student shall be completely voluntary, and that the following conditions are adhered to:

- 1.) All collaborative consultations between the teacher and the student shall be held after the end of regularly scheduled class hours and no teacher shall be required to work beyond the seven (7) hours prescribed in this article;

- 2.) An individual teacher may work with up to a total of five (5) individual students per semester on independent study programs, unless otherwise approved by the parties of this agreement;
 - 3.) All students must apply for an independent study contract with a specific teacher, prior to the close of the school year preceding the implementation of the independent study program;
 - 4.) The criteria for awarding credits for the successful completion of an independent study program shall be either 2.5 credits, for a semester program, or 5.0 credits, for a full-year program; and,
 - 5.) An individual student may earn a maximum of 5.0 credits per year for independent study programs.
- E. Exceptions to the provisions set forth in Article V, Section D may be made on a temporary basis (no longer than the remainder of the school year in which the exception is made) subject to prior consultation between the School Committee and the Teachers' Association.
- F. Teacher participation in extra-curricular activities will be strictly voluntary. Teachers will be compensated in accordance with the provisions of Appendix A and Attachment (A)(2) of this Agreement.
- G. Non-classroom teachers will have preparation time equivalent to that of classroom teachers on the same level.
- H. On all joint committees specified in Collective Bargaining Agreement and/or Sub-Committees established by the School Committee, the Sharon Teachers' Association shall designate all teacher members.
- I. Teachers who are appointed to the position of Subject Area Facilitator shall be responsible for the following:
1. Conducting one department meeting per month, sending a copy of the agenda to the Superintendent.
 2. Meeting with the Superintendent to discuss issues or raise questions.
 3. Providing the building secretary with information needed to develop purchase orders.
 4. Planning at least one meeting per year with curriculum area teachers for planning purposes.
 5. Providing leadership in planning professional development offerings.
- These positions will be filled in accordance with Article XI (Vacancies and Promotions) of the Agreement. The time expectation for such position will be approximately forty-one (41) hours per year.
- J. Flexible Scheduling Pilot Program: A voluntary pilot program involving flexible scheduling may be implemented during the August 2010-June 2016 school year(s). As a part of this program, Administrators may ask teachers with professional teacher status first if they will voluntarily work a flexible schedule where scheduled classes may occur immediately before the start of the regular school day or immediately after the end of the regular school day, and/or during the school day without regard to the usual class bell schedule. Notwithstanding a teacher's agreement to participate in the pilot program, the length of the teacher's workday shall not exceed the hours set forth in Section A.1 of this Article, and the teacher's agreement to participate shall not exceed one year at a time. Teachers without professional teacher status shall not participate in the pilot program.
- K. (a) All Unit A or B professionals, including all teachers with a specific caseload of students, beginning in the fourth (4th) grading quarter of the 2013-2014 school year, shall put on the School Department supported electronic communication resource (currently *Edline* or *Schoology*) the daily homework and short and long-term assignments (generally most appropriate for the upper elementary, middle and high school students) dated so as to appear on the Calendar section, making it available to merge with other teachers' information;
- (b) The School Department shall offer training during the work day to any Unit A or B professionals who communicate to Administration a need for such training;
- (c) Should Administration propose at a future date to replace *Edline* or *Schoology* with a different electronic communication resource, the Administration and the STA agree to bargain over such a change;
- (d) No Unit A or B professional shall be evaluated on the use of *Edline* until the beginning of the 2014-2015 school year.

- L. (a) All Middle School and High School teachers, beginning in the fourth (4th) quarter of the 2013-2014 school year, shall enter grades on the School Department-sponsored Student Information System software (currently *PowerSchool*) after assignments have been returned to students. The attached protocols regarding the use of *PowerSchool* will be sent to parents and students;
- (b) Training in *PowerSchool* will be offered by Administration during the work day to those who communicate to Administration a need for such training; and,
- (c) No Unit A or B professionals shall be evaluated on the use of *PowerSchool* until the beginning on the 2014-2015 school year.
- M. Administration and the STA will jointly establish a collaborative group to examine the concept of BYOT (Bring Your Own Technology) and/or a technology 1:1 initiative in which both students and staff have devices for the purposes of teaching and learning. The collaborative committee will also examine and develop acceptable procedures and guidelines for the Department to support students' and staff having and using school-purchased 1:1 and/or Bring Your Own Technology (BYOT) methodologies. The parties agree the collaborative group may make recommendations and that nothing herein shall be construed as a limitation or a waiver of the parties rights under G.L. Chapter 150E.

ARTICLE VI CLASS SIZE

A. Elementary Schools - Range of 22-28

For scheduling purposes, a ratio of 28 pupils per class should be used but no regular class may have more than 28 pupils. After the opening of school, immigration of pupils may result in the scheduling of up to 30 pupils in individual classes. Seminar Language group classes and similar specialist groups may have fewer than 22 or more than 28 pupils.

B. Middle School

1. For scheduling purposes in the areas of English, social studies, mathematics, science, foreign languages, music and art, twenty-six (26) students or fewer will be assigned, except in those classes where greater academic assistance is needed as determined by the Principal after consulting with the Guidance Counselors and Coordinators; such classes to have no more than twenty-two (22) to twenty-four (24) students.
2. Physical Education: 25 - 30

C. High School

This section is provided in order to clarify and generalize the class sizes at the High School, to establish guidelines (not minimums) for class size. Students who require greater academic assistance would be assigned to smaller class sizes. Class sizes will be limited by the capacity of the particular facility/room.

For scheduling purposes the class sizes listed below will be used:

	<u>Range</u>
English	15-25
Foreign Language	15-25
Science	15-25
Mathematics	15-25
Social Studies	15-25
Physical Education	15-25
Health and Wellness	15-25
Technology classes that depend on a computer lab	15-20
	<u>Maximum</u>
Music	50
Art-Intro	22
Clay and AP	16
Others	18

- D. With respect to Special Education Academic Labs at all levels, for scheduling purposes class size will be no greater than as permitted by Massachusetts Special Education laws and related regulations (specifically, 6.03 CMR 28.06).
- E. If for educational purposes, as determined by the Principal and Coordinator the number of pupils in a class is increased to a figure above the normal maximum for such subject, it is agreed that the teacher of such a class shall not be given a number of students per day in excess of the sum of the maximums of classes to which the teacher is assigned.
- F. Guidance counselors at the High School will be assigned a caseload not to exceed two hundred (200) students if employed on a full-time basis. Part-time counselors at the High School will be assigned a pro-rated number of students.

- G. Exceptions to these provisions may be made only on a temporary basis if the Superintendent of Schools (or his/her designee) determines that it is necessary to do so.
- H. The parties agree that if the School Committee decides to transfer Grade Six (6) classes from the Middle School to the elementary schools, then scheduling, preparation periods, and class size will be in conformity with the applicable contractual provisions for elementary schools.
- I. Class sizes of specialized Special Education programs will be as determined by the building principal after consultations with the Director of Student Services. Input from teachers of these specialized programs will be considered.
- J. (1) The caseloads of teachers with students receiving specialized instruction and/or related services will be evaluated individually and distributed as evenly as possible among the appropriate staff. Criteria for assignment of individual cases will be based on the level of services the student receives, the time needed for case management, and any additional demands (for example, for alternative assessments) on the time of the specialists (e.g., special education teachers, speech and language pathologists, occupational therapists, physical therapists and school psychologists).
- (2) Special Education Liaisons caseload assignments in grades K-8 should not exceed 30 students, and those in grades 9-12 should not exceed 28 students, without consideration of additional support and assistance.
- (3) Professional time may be granted to Special Education staff on an “as needed” basis by building administration in order to meet state/district Special Education obligations and timelines.

ARTICLE VII NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree:

- A. Non-teaching personnel will be used to supervise cafeterias, except as allowed in the third paragraph of this section; study halls, except as allowed in Paragraph Four, playgrounds and office detention duty.

Learning Centers shall be defined as, but not limited to, the areas set aside for the educational purpose of student study halls, student tutorial assistance, guidance, counseling service, and individualized instructional aid, under the supervision of teachers.

Teaching personnel may be used to supervise cafeterias at the Senior and Middle Schools on a voluntary basis. If a teacher elects to volunteer, the compensation shall be at the rate of seven dollars (\$7) per scheduled lunch period.

All High School and Middle School teachers, except those listed in the paragraph below, may be assigned to supervise such learning centers up to two (2) periods per six-day cycle, not to exceed 90 minutes. As far as possible, learning centers will be scheduled not to exceed a ratio of 35:1 at the High School and 26:1 at the Middle School.

All High School teachers who participate in the High School Evaluation will receive 1 PDP for each hour that is spent in this process. These PDP's will be distributed on a monthly basis by the Chairperson of the Committees on which the teacher services.

All teachers, excluding nurses, coordinators, school adjustment counselors, school psychologists, other clinical staff and guidance counselors will be assigned to the learning center on, an equitable basis but not more than provided for above. Additionally, other SPED positions will not be scheduled to supervise learning centers, but may be assigned to serve as emergency back-up supervisors when the primary study teacher and the coverage teacher are absent.

Bus duty will be performed by teachers in accordance with the agreements made between the Association and the Administration of each school. Each agreement shall be attached no later than October 1.

- B. Teachers, except for school nurses, will not be required to administer drugs or medication to pupils. It is expected, however, that teachers, including school nurses, will render emergency first aid to pupils as the need for such emergency first aid may arise.

ARTICLE VIII TEACHER EMPLOYMENT

- A. Upon initial employment, full credit will be given for previous outside teaching experience. Upon initial employment, additional credit not to exceed two (2) years for military experience, and not to exceed two (2) years for the Peace Corps, Vista, and Headstart which involve teaching experience will be given. The Superintendent may also grant similar credit for experience which (s)he deems relevant to the position the teacher will hold.
- B. 1. Teachers with previous teaching experience in the Sharon School system will, upon returning to the system, receive full credit on the salary schedule for all experience as provided for in the paragraph above.
2. Any teacher having taught in Sharon for a minimum of ninety (90) school days in any one (1) school year shall receive credit for a full year when given a permanent teaching contract.
3. Previously accumulated unused sick leave days will be restored to all returning teachers.
- C. Members of Unit B who choose not to continue in their Unit B positions shall timely notify their building principal of their decision and may assume Unit A membership and full-time teaching duties, with all benefits thus far accrued to them, *provided that*, the teacher gives such notice to his/her school principal no later than March 15th preceding the school year in which (s)he wishes to discontinue his/her Unit B position; and *provided further* that there is either a teaching vacancy within his/her subject area licensure or that such appropriate teaching position is occupied by a teacher without professional teacher status.

ARTICLE IX TEACHER ASSIGNMENT

- A. As soon as practicable, but not later than five (5) school days prior to the closing of school, teachers will be notified in writing of any changes in their programs for the coming school year, including the schools and rooms to which they will be assigned and the grades and/or courses that they will teach. Subsequent changes may be made because of increases in subject enrollment, staff turnover, and program exigencies. Teachers will be notified immediately in writing of such changes, or notified that such notice is not possible for an expressly stated reason or reasons.
- B. To the extent possible, changes in grade assignments in the elementary schools and in subject assignment in the secondary schools will be voluntary.
- C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned by the Superintendent of Schools to more than one school in any one school day will receive thirty (\$0.35) cents per mile for all inter-school driving they do.
- D. Teaching assignments will be made without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, disability, age, and all other protected categories.

ARTICLE X TRANSFERS

Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

- A. When a reduction in the number of teachers or transfers for any reason is deemed necessary by the Superintendent, volunteers will be transferred first.
- B. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor fields of study, and length of service in the Sharon School System will be considered in determining which teacher is to be transferred. Insofar as it is practicable, teachers being involuntarily transferred will be transferred only to a comparable position.

An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his/her designee), at which time the teacher will be notified of the reason for the transfer. Any teacher so transferred and objecting thereto shall accept the transfer but may process a grievance under the grievance procedure.

- C. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than three weeks prior to the last school day. If notice involving a change of buildings is not given until the last day of school, thus requiring the teacher to return after the school year for purposes of packing and moving, the teacher will be paid pro-rata for the time spent, up to one day's pay, and the physical move of the materials will be made by school department personnel other than the teacher involved.
- D. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such request must be submitted between September 1 and April 15 of each school year to be considered for the next school year. All requests will be acknowledged in writing.
- E. Exceptions to the provisions of Section A above may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interests of the Teacher(s) and/or schools affected.

ARTICLE XI VACANCIES AND PROMOTIONS

- A. Whenever a new position or any vacancy in a professional position occurs in a school year, it will be adequately publicized by the Superintendent by means of a notice posted on the School Department's electronic message board as far in advance of the appointment as possible. Any teachers interested in any vacancy that may occur during the months of July and August shall leave their names prior to that time at the office of the Assistant Superintendent. The Superintendent's Office will notify those teachers who have declared their interest. In both situations, the qualifications for the position, its duties, the rate of compensation, and the closing date for filing application will be clearly set forth. The qualifications set forth for a particular position will not be changed unless the Association, Association President and membership have been notified as described above with a minimum of one (1) week notice in advance of such changes and given the reasons for the change.
- B. All qualified teachers will be given adequate opportunity to make application for such position and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. Preferential consideration will be given to qualified teachers already employed by the Committee.
- C. Appointments will be made without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, disability, age, and all other protected categories.
- D. Whenever a vacancy occurs in any administrative position in a building in the Sharon School System, the President of the Sharon Teachers' Association (or his/her designee), and a committee of teachers from that school chosen by the faculty of that school shall meet with the Superintendent to recommend procedures for

interviewing the candidates. The President or his/her designee shall serve on any and all interview teams for such vacancies.

- E. Whenever an administrator is on a leave of absence or sick leave, the School Committee may appoint an acting or substitute administrator.
1. Any teacher who is interested in serving as a substitute or acting administrator will send a letter with supporting materials, to the Superintendent by September 15th of each calendar year. Such materials will include but not be limited to official transcripts and copies of certification.
 2. A teacher needs to apply only once. Updates of credentials materials are the sole responsibility of each individual teacher and may be added to his/her personnel file.
 3. Once a teacher has completed the application procedure, his/her name will remain on the substitute or acting administrator's list until the Superintendent receives a written request from the individual to delete his/her name from that list.
 4. When it is deemed appropriate, the Superintendent or his designee will appoint a teacher to the position of substitute or acting administrator.
 5. Any teacher selected to serve as a substitute or acting administrator will apply for and be granted an unpaid leave of absence by the School Committee in accordance with Article XVII, Section D of this Agreement for the necessary period of time, up to one (1) year. Teachers may undertake the role of substitute or acting administrator prior to an approval vote of leave of absence by the School Committee.
 6. No teacher serving in the capacity of a substitute or acting administrator may evaluate other members of the Bargaining Unit.
 7. This article in no way limits or prevents the Superintendent or School Committee from appointing individuals not covered by this Agreement as substitute or acting administrators.
 8. Appointments or non-appointments to positions as substitute or acting administrators are not subject to any grievance or arbitration procedures.
 9. Any teacher serving as a substitute or acting administrator will be paid according to the Administrators' Salary Schedule for that year at Step 1 per diem rate for that position based upon one's earned degree(s). Should the per diem rate for a substitute or acting administrator be less than a teacher's per diem rate under this Agreement for the regular school day, including stipend for departmental duties, the School Committee will establish an individual rate above the Step 1 per diem rate for that person. Payment for extra-curricular assignments are beyond the regular work day and are excluded from per diem calculations.

e.g. Elementary Principal: Doctorate Step 1 - \$49,214; Salary rate is \$49,214 / 215 days = \$228.91 per day

ARTICLE XII

POSITIONS IN OTHER PROGRAMS IN SHARON

- A. All openings for summer school, evening school, summer curriculum study positions, or any positions for which teachers are eligible other than those mentioned elsewhere in this Agreement, and for positions under Federal Programs, will be adequately publicized by the Superintendent in each school building as early as possible, and teachers who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Notices of all positions will include the qualifications for the position, its duties, the rate of compensation, and the closing date for filing applications. Summer school, evening school, and summer curriculum openings will be publicized at least sixty (60) days prior to the opening dates of these schools and starting date of the curriculum work, and teachers will be notified of the action taken at least thirty (30) days prior to the opening dates of these schools, respectively, or the starting date of the curriculum work. Said restrictions will not apply to openings in summer school and evening school made available after said dates.

- B. Positions in the Sharon summer school and evening school and positions under Federal programs will, to the extent possible, be filled first by regularly appointed teachers in the Sharon School System.
- C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor fields of study, length of service in the Sharon School System, and, in the case of summer or evening school positions, previous Sharon summer school or evening school experience.
- D. Effective July 1, 2016, compensation for district-approved Summer Curriculum Development work shall be paid at the rate of forty (\$40.00) dollars per hour, with the duration of each work day being left to the professional good faith judgment of the teacher.

ARTICLE XIII TEACHER EVALUATION

- A. All observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.
- B. A teacher will have the right, upon request to inspect the contents of his personnel file. No materials derogatory to a teacher's conduct, service, character, or personality shall be placed in the files by an administrator unless the teacher is sent a dated copy at the same time. The teacher shall have the right to submit a response to the statement. The teacher's answer shall also be included in the file.
- C. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for delinquency or professional performance. If a teacher is to be disciplined or reprimanded by a member of the Administration he will be entitled to have a representative of the Association present.
- D. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- E. Evaluation of all teachers shall be made in conformity with the criteria set forth in Appendix C and the referenced Attachments (C)(1) and (C)(2) of this Agreement.
- F. At the request of either party during the term of the Agreement, the parties agree to bargain over evaluation performance standards pursuant to Section 40 of the Education Reform Act.

ARTICLE XIV TEACHER FACILITIES

- A. Each school will have, as far as practicable, the following facilities:
 - 1. A serviceable desk and chair for each teacher;
 - 2. Space in each classroom where teachers may safely store instructional materials and supplies;
 - 3. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 - 4. An appropriately furnished room to be reserved for the exclusive use of the staff as a faculty lounge. Said room will be in addition to the teacher work area;
 - 5. A communication system so that teachers can communicate with the main building office from their classrooms;
 - 6. Well-lit and clean female and male staff rest rooms;
 - 7. A separate private dining area for the exclusive use of the staff;
 - 8. An adequate portion of the parking lot at each school reserved for staff parking;
 - 9. A telephone available for the use of the faculty in a location that will insure privacy;
 - 10. A mail box for each teacher; and,
 - 11. The parking lot of each school building shall be adequately lighted from dusk until all staff has exited the school property
- B. The School Committee will recommend to the School Building Committee that all newly-constructed schools be provided with the above specified facilities.
- C. Teachers will be provided a clean workplace with adequate heating, lighting and ventilation. No teacher will be required to remain in a room to supervise students when the temperature in that room goes below 65 degrees F for a period in excess of two (2) days. If either excessively cold or hot conditions arise in a classroom, the teacher shall report those conditions immediately to the principal, who will arrange for alternative placement as soon as possible, subject to the availability of space, conditions in other parts of the school, and the suitability of outdoor space for the class, in order to correct the condition. The Superintendent and/or his/her designee(s) and representatives of the Association shall meet on an as needed basis to discuss the problems of excessively warm temperatures and the measures that can be taken to alleviate related problems.
- D. Computers and computer-related equipment will be conveniently located in the classroom for classroom teachers and in their workplace for specialists.

ARTICLE XV USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings. The Principal of the building in question will be notified in advance of the time and place of all such meetings.
- B. Upon making arrangements with the Director of Adult Education, the Association may have the right to use the gymnasium and other athletic facilities and equipment, or any other facility of the schools, without cost, one (1) evening each week, the Principal of the particular building in question to be notified in advance of the time and place of all such meetings.
- C. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the exclusive purpose of displaying notices, circulars, and other Association material. This bulletin board shall be procured and installed at the expense of the Association. Copies of all such material will be given to the Building Principal, but his advance approval will not be required.
- D. No teacher will be prevented from wearing pins or other identification of membership in the Association or any other organization.
- E. The Association may use teacher mailboxes for dissemination of Association material.
- F. The children of teachers employed by the Sharon Public Schools will be given preference for enrollment in the system's early childhood program on the condition that space is available and no child already in the program is bumped from the program. The tuition expense of such enrollment will be equal to that charged to non-teachers and will be the responsibility of the teacher.

ARTICLE XVI SICK LEAVE

- A. Teachers will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Teachers appointed during a school year shall be entitled to one and one-half (1-1/2) sick leave days for each month or major fraction thereof for which they have been hired as of the effective date of their contract, whether or not they report for duty on that day. If they are given a contract while substituting for the replaced teacher, such days shall be included in the determination of sick leave days. Unused sick leave days may accumulate from year to year without limitation.

Teachers shall be furnished with an accounting of the total number of unused accumulated sick leave by October 1 of each school year.

All unused sick leave days accumulated prior to this Agreement shall be credited to each teacher.

- B. In addition to personal illness or injury, sick leave may be utilized for the following purposes:
 - 1. One (1) day each time an emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
 - 2. A maximum of three (3) days per school year for critical illness in the immediate family.
 - 3. Up to five (5) days at any one time in the event of serious illness requiring bedside or household attention by the teacher to the teacher's spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, sibling, grandchild, or other member of the immediate household.
 - 4. Up to forty (40) days, pursuant to Chapter 149, Section 105D of the General Laws, for a pregnancy-related disability, provided that certification of the actual period of disability has been submitted to the Superintendent of Schools by the teacher's physician.
 - 5. Any other reason approved by the Superintendent.
- C. A Sick Leave Bank for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness was established as of July 1, 1973. The Bank shall be maintained at a minimum of one (1) day per professional staff member after the first year of maintenance, a maximum shall be two (2) per professional staff.

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

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

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be designated by the School Committee to serve at its discretion and two (2) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted, and any other rules or regulations, not contrary to this Article, necessary for the proper administration of the Bank. The following criteria shall be used by the Committee in administering the Bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness
2. Prior utilization of all eligible sick leave

If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional day will be deducted from the teacher's fifteen (15) days of annual sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Bank. If a teacher does not have a sick leave day (annual or accumulated) to donate to the Bank, such fact shall not automatically disqualify that teacher from use of the Bank

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

- D. Teachers who have perfect attendance (no sick leave and no personal leave of any kind) over the course of a school year shall be paid three hundred (\$300) dollars within thirty (30) days following the end of each school year, which amount will not subsequently be added to the teacher's base pay.

ARTICLE XVII TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with pay in each school year:
1. There shall be three (3) personal days accumulative to four (4) for personal matters which require absence during school hours. The reasons for which such leave may be granted are limited to the follows:
 - a. Religious observance
 - b. Legal proceedings not related to school if a teacher is required by law to be present
 - c. Business matters
 - d. Household matters

Except for appearances in court required by the judicial process, religious holiday observance, and the provisions of the next sentence, the leaves of absence provided for under this paragraph will not be granted for the day before or for the day after the schools are closed for a holiday or vacation period. With at least two (2) weeks' written notice, the Superintendent may grant the use of personal days(s) before or after a holiday/vacation for the wedding of immediate family members, or high school/college graduation. With at least two (2) weeks' written notice, the Superintendent may grant the use of personal day(s) before or after a holiday/vacation to allow a parent to take his/her child to college in September.

If a teacher has any unused personal days at the close of a work year, one (1) such day shall be rolled over into the following work year (*see* section A(1), sentence 1, above), and the remainder shall be added to the member's accumulated sick leave.

2. One day for the purpose of visiting other schools or attending meetings or conferences of an educational nature, provided the Superintendent has consented in advance to the date requested for such leave, or time necessary to serve on an evaluation committee established by the New England Association of Secondary Schools and Colleges or the State Department of Education. Time under this section may be extended by arrangement with the Building Principal.
3. Reasonable time necessary for Association representatives to attend Massachusetts Teachers' Association and/or National Education Association conferences and conventions.
4. Time necessary for appearance in any legal proceedings connected with the teacher's employment or with the school system.

5. Up to five (5) days, at the teacher's discretion, per death, in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, parent-in-law, sibling, grandparent, grandchild, or any other member of the immediate household. The days do not need to be taken consecutively. A teacher will be granted one (1) day's leave in the event of the death of his brother-in-law, sister-in-law or his spouse's grandparent, uncle, aunt, niece, or nephew unless said relative is a member of the teacher's immediate household, in which case the teacher will be entitled to the aforesaid five (5) days. In addition, up to two (2) additional days may be allowed for travel time at the discretion of the Superintendent.
 6. National Guard and Reserve Duty Leave - An employee performing full time service in the National Guard or Reserve shall be entitled to compensation in an amount equal to the differences between his/her military pay and his/her regular compensation as School Department employee, provided, however, such compensation shall be paid for not longer than four (4) weeks per fiscal year.
 7. Funeral Leave - Time off is permitted for designated veterans and veteran auxiliary organization members when they are participating in a military wake and/or funeral service being given a deceased veteran.
 8. Teachers who serve on jury duty will be paid the difference between compensation received for such duty and their normal rate. Absences caused by jury duty do not count against a teacher's accrued leave.
- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his own substitute.
- C. Pay for leaves not covered by this Agreement shall be deducted at the rate of 1/182 of a teacher's annual salary for each such day of leave.
- D. A teacher may extend the number of personal days provided they are for religious observances or emergencies that involve a majority of the work day. If a teacher feels there is a need to extend personal days for such reasons, he/she must indicate the specific dates and reasons in writing to the Superintendent during the first full week of the school year, or in the case of an emergency, the request must be in writing and approved by the Superintendent as soon as the emergency circumstances are presented. If such days are used, they will be charged against the teacher's sick leave account at the rate of two sick days for each personal day used. A sufficient number of sick days must be available in the teacher's account for the teacher to utilize this provision. A maximum of three additional personal days may be used in one school year for the purposes stated above, without loss of pay.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

The following leaves of absence are available without pay:

- A. The Committee agrees that up to three (3) teachers designated by the Association will, upon request, be granted a leave of absence for up to two (2) years for the purpose of engaging in Association (local, state, or national) activities.
- B. A leave of absence of up to two (2) years will be granted to any teacher who joins the Peace Corps, Vista, Headstart, or serves as an exchange or overseas teacher in the Fulbright-Hays Teacher Exchange Program, and is a full-time participant in any of these programs. In any instance where the Fulbright-Hays Act Teacher Exchange Program requires that the Sharon teacher receive his local pay while teaching abroad, and in turn the program provides the services of an acceptable teacher for Sharon in exchange, the School Committee may authorize the payment of his basic salary to the Sharon teacher for the school year that the teacher is serving in such an exchange program. Upon returning from such leave, a teacher will be considered to have been actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved had he not been absent.
- C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, the teacher will be placed on the salary schedule at the level the teacher would have achieved had the teacher remained actively employed in the System during the period of his absence up to a maximum of three (3) years.
- D. A leave of absence up to one (1) year will be granted to any member of the Bargaining Unit appointed to serve as a substitute or acting administrator.
- E. After five (5) years of continuous service in the Sharon School system, a teacher may be granted a leave of absence of up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- F. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence of such time as is necessary for complete recovery from such illness.
- G. Other leaves of absence may be granted by the Committee.
- H. Maternity leave will be granted to birth or adopting mothers. If the teacher so elects, such leave will be in effect for one school year or remainder thereof, or if the teacher so elects, up to two school years. In either case, such leave will expire the day before the beginning of a new school year. In the event that the teacher was on duty one-half (1/2) or more of the school year in which the leave was granted, she will be credited with a full year on the salary schedule.

A teacher who becomes pregnant shall notify her Principal in writing as soon as pregnancy has been definitely determined. Continued employment and the time of return relative to the expiration of the leave provided for above will depend upon the physical condition of the teacher in question. Appropriate medical evidence of fitness may be required prior to return from such leave.

- I. Paternity leave will be granted to birth or adopting fathers. If the teacher so elects, such leave will be in effect for one school year or remainder thereof, or if the teacher so elects, up to two school years. In either case, such leave will expire the day before the beginning of a new school. In the event that the teacher was on duty one-half (1/2) or more of the school year in which the leave was granted, he will be credited with a full year on the salary schedule.
- J. A leave of absence of up to one (1) year will be granted for the purpose of caring for sick member of the teacher's immediate family. Additional leaves may be granted at the discretion of the Committee.
- K. The Committee will grant a leave of absence to any teacher to campaign for or serve in public office.
- L. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to the teacher upon his/her return, and (s)he will be assigned to the same position which (s)he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

The periods of leaves of absence granted under this Article, except those granted under Paragraphs B and C, shall not be credited toward the time necessary to achieve tenure or advancement on the salary schedule other than as provided for in Paragraphs H and I of this Article, except that the Committee may, at its discretion, grant advancement on the salary schedule to a teacher being granted a leave for graduate study for the period of said leave.

- M. Any teacher on an extended leave of absence on March 1st of any school year must notify the Superintendent of Schools in writing prior to that March 1st if he/she intends to return to active teaching the next school year. All requests for extensions or renewals of leaves will be applied for and answered in writing prior to March 1st.
- N. Teachers shall receive such benefits and entitlements under the Family and Medical Leave Act of 1993, as most recently amended, as the statute and regulations provide.
- O. The Superintendent shall, upon written request, grant leave to a teacher who has been elected to a position or office in either the Massachusetts Teachers Association (MTA) or the National Education Association (NEA) for up to four (4) years, with pay, as long as the MTA or NEA, as the case may be, timely reimburses the School Committee for the cost of all salary and benefits paid to the teacher by the School Committee. Absent such timely reimbursements from either the MTA or NEA, the teacher's leave shall be nevertheless be allowed but shall be without pay. For leave related to a teacher's election to any other statewide or national education organization, such leave will be granted at the discretion of the Superintendent and, if granted, shall be unpaid.
- P. In accordance with M.G. L Chapter 33, §57, teachers shall be paid their regular teacher salary for the first seventeen (17) calendar days of their military tour of duty and shall be entitled to the same leaves of absence and vacation leave given to other teachers.

ARTICLE XIX SABBATICAL LEAVES

- A. Sabbatical leaves may be granted, for study or research, to a member of the teaching staff by the Committee subject to the following conditions:
 - 1. The teacher has completed at least seven (7) full school years of service in the Sharon School System.
 - 2. The teacher will agree to return to employment in the Sharon School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.
 - 3. Not more than four (4) teachers from the Sharon School System will be granted sabbatical leave at one time.
- B. Methods of Payment for sabbatical leave:
 - 1. If the sabbatical leave is for one-half (1/2) a school year a teacher will receive one hundred percent (100%) of his basic annual salary rate for that period of time.
 - 2. If the sabbatical leave is for a full school year the teacher will receive fifty percent (50%) of his basic annual salary rate for that year; or
 - 3. If a sabbatical leave is for a full school year the teacher will receive one hundred percent (100%) of his basic annual salary rate for one-half (1/2) of that year.
- C. All benefits to which a teacher was entitled at the time his/her sabbatical leave commenced, including unused accumulated sick leave, will be restored upon the teacher's return, and the teacher will be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to substantially equivalent position.

ARTICLE XX REDUCTION IN STAFF

- A. The Committee retains the right to determine the number of teaching positions and other professional positions which are needed in the school system. It also retains the right to determine the employees to be laid off in accordance with the procedures and standards set forth below:
1. Before any teachers are laid off, an attempt will be made to meet any reduction in the number of teaching positions or other professional positions through normal attrition.
 2. A teacher with professional status shall not be laid off if there is a teacher not on professional status whose position the teacher on professional status is qualified to fill.
 3. In determining the order in which professional status teachers or school nurses shall be laid off, the Committee shall consider only the following factors in laying off teachers within a discipline: the teachers' job performance as evidenced by the member's past two (2) summative overall evaluation ratings as compared to other teachers' past two (2) summative overall evaluation ratings in the discipline targeted to be reduced with evaluations with ratings of Proficient and Exemplary being considered equal and the best interests of the students as evidenced by the recommendation of the Superintendent, professional training, and experience within a discipline during the continuous years of service in the Sharon Public Schools. In the event that two or more teachers are, in the judgment of the Committee, deemed to be substantially equal on the basis of evaluation, the recommendation of the Superintendent, professional training, and experience within a discipline during the continuous years of service in the Sharon Public Schools, the least senior of such teachers shall be laid off first.
 4. Continuous employment in the Sharon Public Schools, including periods of leaves of absence for which salary credit is granted, shall be used to compute the length of service.
 5. For purposes of this Agreement, a seniority list shall be established by the School Committee by October 1 and forwarded to the Association and posted in all school buildings. The list shall be by disciplines as set forth in Paragraph B of Article XX and shall list the total number of years, months, and days in a professional position in the Sharon School Department, including periods of leaves of absence for which salary credit is given. Teachers upon return from unpaid leaves of absence shall be credited with prior service. Should an individual choose to challenge the accuracy of the list, written notice shall be sent to the Superintendent within 10 days of the posting. If the Association and the Administration are unable to resolve the challenge within (20) days of its receipt, the matter may be submitted to expedited arbitration within five days.
- B. For purposes of this Article, discipline categories shall include:
1. Grades K-6
 2. English: Grades 6-12
 3. Mathematics: Grades K-5
 4. Mathematics: Grades 6-12
 5. Science: Grades 6-12
 6. Social Studies: Grades 6-12
 7. Foreign Language: Grades K-12
 8. Music: Grades K-12
 9. Art: Grades K-12
 10. Physical Education: Grades K-12
 11. Guidance Counselors and School Adjustment Counselors: Grades K-12
 12. Librarians: Grades K-12
 13. Reading: Grades K-12
 14. Special Needs Teachers: Early Childhood - 12
 15. Speech Therapist: Grades K-12
 16. Psychological Services: Grades K-12
 17. School Nurses: Grades K-12
 18. Technology: Grades K-12

Sixth grade teachers entering the K-6 discipline or the secondary discipline will carry with them total continuous service in the Sharon School system for purposes of computing seniority.

Whenever cuts or reductions to the membership are being considered to balance a school budget, the STA President shall be notified in writing and invited to propose alternate solutions in a timely fashion that meets budgetary deadlines.

- C. The Committee shall make every effort to notify a teacher affected by a reduction in staff by April 15, and in no event, later than May 15 of the school year preceding the school year in which the reduction is to be effected.
- D. Professional Status teachers or school nurses who are on layoff shall for eighteen (18) months after the effective date of layoff retain recall rights to fill vacancies and new positions in the discipline category from which they were laid off. During the recall period, teachers who have been laid off shall be given preference on the substitute list, if they so desire.
- E. Teachers who have been laid off shall, during their recall period, be notified by electronic means (First Class – Jobs Folder) and regular first class mailing from the Superintendent's Office, provided they have left their home address with the Superintendent's Office, of any open positions in the system for which they may be eligible under the provisions of Section D of this Article. Failure to accept an offer of employment according to the provisions of this Article within eighteen (18) calendar days from the date of mailing by first class mail to the teacher shall terminate the teacher's recall rights.

If a full-time professional status teacher who has been laid off is recalled to less than a full-time teaching position and has already accepted employment or time greater than what Sharon is offering in a teaching position in another school, or has accepted a position outside of teaching which would provide greater compensation than the part-time teaching position, the teacher may decline the part-time position without having waived any future recall rights under Paragraph D.

Notice of intent to decline such part-time offer must be made to the Superintendent within five calendar days of the mailing of the notice of recall together with evidence that the position presently held offers greater remuneration than the part-time teaching position. The same process and procedure shall apply to a part-time teacher who is laid off and who is recalled to a part-time position providing less hours and less pay than in the previous part-time position.

- F. Teachers recalled after layoff under this Article shall be placed on that step of the salary schedule which is one step higher than the one on which they were at the time of their last day of teaching prior to being laid off. Also, such teachers shall carry over only that sick leave which was credited to them at the time of their last day of teaching prior to being laid off.
- G. To the extent permitted by law and subject to the limits of the Town's insurance policy, any tenured teacher laid off shall be continued during their recall period in the Town's hospitalization and insurance plan by paying to the appropriate office the full group rate (100% of the individual's and Town's share).
- H. Any teacher notified of a layoff shall have the opportunity to sign a waiver negotiated by the Association and the Committee to guarantee the continuation of professional status through the recall period. The waiver shall be the language agreed on for use in the 1980-1981 school year.
- I. Teachers who voluntarily resign their position are respectfully requested to notify the Superintendent of Schools no less than thirty (30) days in advance of the effective date of their resignation.

ARTICLE XXI SUBSTITUTE TEACHERS

In those cases where regular substitutes are not available and a regular teacher voluntarily agrees to serve as a substitute during his/her non-teaching time, said teacher will be paid an additional twelve dollars (\$12.00) for each period substituted in the High School or in the Middle School. If during the school day, a teacher at the Middle School or at the Senior High School finds it necessary to be absent from assigned teaching duties, the Principal may assign available teachers to teach the classes assigned to the teacher or teachers who found it necessary to leave during the school day.

Teachers so assigned will be compensated as above. No teacher will be assigned this type of substitute work in the Middle School or High School more than three (3) times during the school year. If, because of the absence of a teacher, classes are combined so that the number of pupils being taught by a teacher is larger than the maximum class size agreed to in this Agreement for that class, the teacher will be paid twelve dollars (\$12.00) for each such period in the Middle School and High School, or thirty-five dollars (\$35.00) per day in the elementary schools.

ARTICLE XXII
PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

- A. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conference or other professional improvement sessions at the request of, or with the advance approval of, the Superintendent.
- B. Recertification
1. The principal or assistant principal shall be responsible for approving the Individual Professional Development Plans (IPDPs) of teachers, subject to the approval of the Superintendent or the Assistant Superintendent. In the case of itinerant staff, a principal or assistant principal shall be selected by the Superintendent from the schools to which the teacher is assigned. Such assignment shall be changed if the teacher is no longer assigned to said school.
 2. Each teacher must seek initial approval of the IPDP in a timely manner, in accordance with the certification regulations of the Massachusetts Department of Education.
 3. The IPDP shall be submitted on the form attached as Appendix E.
 4. Each teacher will be provided with a copy of the District Professional Development Plan and the relevant School Improvement Plan in a timely manner.
 5. If the IPDP is consistent with the district's educational goals, as set forth in the District Professional Development Plan and/or the relevant School Improvement Plan, it shall be approved.
 6. If the Superintendent or Assistant Superintendent or the principal or assistant principal refuses to approve an IPDP, the reason for said refusal must be set forth in writing to the teacher.
 7. A teacher on a leave of absence shall be granted three (3) months from the date of return to work to obtain approval of the IPDP.
 8. A teacher who does not intend to recertify is not required to submit an IPDP. If a teacher elects not to submit an IPDP, s/he must notify the Superintendent in writing on a form available in the Principal's office of each school.
 9. In the event that teachers are no longer required, by regulation, to obtain initial approval or final endorsement of an IPDP for recertification, this Section shall be declared null and void.
- C. In recognition of the need for teachers to continue to grow professionally for the good of all within the community, to provide a meaningful learning environment, and in recognition of the economic demands placed upon teachers to remain current and licensed in their fields of their expertise, the Committee and the Association agree that each active, full-time (1.0 F.T.E.) teacher shall annually receive three hundred fifty (\$350.) dollars as a Professional Development Stipend (PDS), to be applied by the teacher against expenses related to their professional development (*e.g.*, workshops, seminars, conferences, graduate-level coursework, costs related to re-licensing), as the teacher's judgment dictates.)

The PDS shall be paid to active teachers in one lump sum by September 30 of each school year. Teachers who are employed on less than a full-time basis shall receive pro-rated payments. Teachers who are active members at the time of the PDS payment shall receive the payment.

Teachers seeking horizontal movement across the salary schedule must submit transcripts establishing satisfactory completion of graduate-level coursework at an accredited college or university before such movement will be approved by the Superintendent.

ARTICLE XXIII
PROTECTION

- A. Teachers will immediately report in writing all cases of assault suffered by them in connection with their employment to the School Principal and the Superintendent of Schools.

- B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved and will act in appropriate ways as liaison between the teacher, the police, and the courts.
- C. The Committee will indemnify at all times during the terms of this Agreement every teacher for personal financial loss and expenses, including legal fees and costs for bodily injury, including that arising out of corporal punishment, property damage, and personal injury as defined in Massachusetts General Laws, ch. 258, subject to the exclusions, conditions, and limits of liability in the comprehensive general liability policy issued to the Town and any renewals or substitutions thereof and for wrongful acts, as defined in the Board of Education policy and any renewals or substitutions thereof. Notwithstanding anything contained herein, no teacher shall be indemnified under this clause for violation of any civil rights if the teacher acted in a grossly negligent, willful, or malicious manner.
- D. (i) In the event of an accident, the teacher shall submit a written report to the School Principal and the Superintendent of Schools citing particulars of time, place, and circumstances thereof and the names and addresses of the injured and of available witnesses.
- (ii) If claim is made or suit is brought against the teacher, the teacher shall immediately forward to the Superintendent every demand, notice, summons, and other process received by him.
- (iii) The teacher shall cooperate with the insurance company and assist, upon the company's request, in the conduct of suits and enforcing any rights of contribution or indemnity, attend hearings and trials, and help in any other reasonable way.

ARTICLE XXIV PERSONAL INJURY BENEFITS

Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, (s)he will be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence, and no part shall be deducted from sick leave.

ARTICLE XXV INSURANCE AND ANNUITY PLAN

Teachers employed by the Committee are covered by an insurance program, the benefits of which program are provided by the Town of Sharon. The Committee agrees that it will continue, as at present, to pay fifty percent (50%) (or if the Town provides a greater percentage) of the cost of providing said present insurance benefits for the teachers covered by this collective bargaining agreement. The insurance program herein above referred to will provide the teachers covered by this Agreement with the following types of insurance coverage:

1. Group term life insurance coverage in the amount of \$2,000.
2. Individual or family coverage, whichever is applicable, to the particular teacher for Blue Cross/Blue Shield, or HMO Blue, or the Blue Shield of the type now in effect in accord with the attached May 21, 1992, agreement between the Town of Sharon and the Town of Sharon Employees Coalition. (See Appendix D hereto)
3. Teachers will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law No. 87-370.
4. For further specifics on health insurance plans, town/employee contribution rates and Flex-125 Unreimbursed Medical Expense and Dependent Care Plans, see Appendix D for the agreement between the Town of Sharon and the Town of Sharon Employee Coalition.
5. Effective January 1, 2010, health insurance co-payments shall be as set forth in Appendix H (attached).

**ARTICLE XXVI
TEXTBOOKS**

- A. The Committee will provide sufficient textbooks to insure that each pupil in a classroom has textbooks for the student's own use.
- B. Recognizing the statutory responsibility of the School Committee for the adoption of textbooks, as well as the professional competence and skills of the staff in relation to textbook selection, the Association and the Committee agree that the selection of textbooks to be used in the schools shall continue to be cooperatively arrived at through joint consultation between Administration and a committee of teachers chosen by and representing the teachers involved in such a selection, subject to the final approval of the School Committee.

**ARTICLE XXVII
DEDUCTIONS**

- A. The Committee shall require as a condition of employment the payment on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is later, an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration as certified annually by the Association to the Committee. Such agency fee payment shall be made in accordance with the dues payment schedule available to members of the Association.
- B. The Committee agrees to deduct from the salaries of its employees dues for the Sharon Teachers' Association, Massachusetts Teachers' Association, National Education Association, and/or Norfolk County Retirement Association and monies for tax-sheltered annuities requested by employees and to transmit the monies promptly to the Treasurer of the Sharon Teachers' Association or to the appropriate agent provided that new applications for tax-sheltered annuities are made by the first Monday in October of each school year. Subject to the continued approval of the Town Treasurer, requests for changes in existing tax-sheltered annuities shall be made by the first Monday of November or by the first Monday of February of each contract year. Teacher authorization will be in writing in the form set forth below:

DEDUCTION AUTHORIZATION CARD

NAME _____

ADDRESS _____

I hereby request and authorize the Sharon School Committee to deduct from my earnings and transmit to the Treasurer of the Sharon Teachers' Association an amount sufficient to provide regular payments of the membership dues as certified by said treasurer in accordance with the schedule submitted by him and to the proper agent for the deduction listed below. I understand that the Committee will discontinue such deductions for any school year only if I notify the said Committee through the treasurer in writing to do so not later than September 15 of that year for dues and at least one month in advance for annuity deductions. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School Committee and all of its officers from any liability therefore.

Date _____

Signature _____

I hereby authorize the deduction of _____

To be paid as monthly annuity payments to _____

- C. The Treasurer of the Sharon Teachers' Association will certify to the Committee, in writing, the current rate of membership dues. The Treasurer will give the Committee thirty (30) days written notice prior to the effective date of any change in the rate of membership dues.

- D. Deductions will be made in accordance with a schedule submitted by the Treasurer of the Sharon Teachers' Association. The Committee will not be required to honor for any deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- E. No later than September 30th of each year the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to make deductions from their salaries. The Association will notify the Committee monthly of any changes in said list. Any teacher desiring to have the Committee discontinue deductions for dues he previously authorized must notify the Association by September 15th of each year for that school year's dues deduction and at least one (1) month prior to the time (s)he desires annuity deductions to be discontinued.

ARTICLE XXVIII CONSULTATION PROCEDURES

The School Committee and the Association agree to meet at least once per year to discuss educational programs for the school children of Sharon. Such meeting shall be arranged at the request of either party.

ARTICLE XXIX GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
- B. Teachers will be entitled to full rights of citizenship as provided in the Constitution of the United States and the Commonwealth of Massachusetts, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- C. Copies of this Agreement shall be provided to each teacher through the Sharon School Department e-mail or website or upon request, in printed form.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of the Agreement will continue in full force and effect.
- E. The Committee and the Association agree that they will take all steps necessary for compliance with the terms and provisions of this Agreement and necessary for the effectuation of this Agreement.
- F. The Committee will, upon request, provide the Association with any documents that will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.
- G. The Association will be provided with two (2) copies of the official minutes of open School Committee meetings and with two (2) copies of any printed materials or other documents which are of an educational nature and are incorporated by reference in said minutes. A copy of the official agenda of the meetings and any attached documents will be given to the Association prior to said meetings.
- H. The President of the Association shall, with the consent of the Superintendent, have a reasonable amount of released time to perform the duties of that office.
- I. The Association and the School Committee encourage all teachers covered by this Agreement, if not presently certified in Cardio-Pulmonary Resuscitation, to obtain such certification in a program offered and paid for by the Committee.
- J. A notice will be distributed to teachers at the beginning of the school year informing them of the optional life insurance program available to them through the school department and Town of Sharon.
- K. A Joint Administrative Task Force consisting of three members of the Association and three members appointed by the District Administration will be formed for the purpose of hearing and looking into any health and safety

concerns relating to the workplace. This Joint Administrative Task Force will present any recommendations to the Superintendent who will respond to the Joint Administrative Task Force in writing.

The Association and the Committee encourage all teachers covered by this Agreement, if not presently certified in American Red Cross First Aid, to obtain such certification in a program offered and paid for by the Committee.

All coaches must be certified in CPR prior to assuming the coaching position. CPR instruction will be provided by the School Committee, free of charge.

- L. No teacher shall be required to pack, unpack, or move materials. Teachers who are willing to pack and/or unpack materials and/or supplies shall, with the advance approval of the school principal, choose one of the following options as compensation:

1. Twenty (\$20.) dollars per hour to a maximum of twelve (12) hours per move for time spent outside the regular work day needed for packing and/or unpacking materials and/or supplies.
2. An additional personal day during the next year under Article XVII, Section A.1.

A listing of the times and dates that teachers are engaged in such packing/unpacking work shall be required for compensation or additional leave. This listing shall be submitted to the building principal for processing.

- M. The Committee and the Association herein agree that the rapid increase in health care costs is a serious concern to both the Town of Sharon and its employees who share the burden of health insurance premium payments. In an effort to address this important issue, the Association agrees that if the duly-authorized representatives of the Town of Sharon invite the Association to engage in coalition bargaining on the subject of health insurance, the Association shall meet with said representatives to discuss this proposal.

- N. The following provisions apply to and for the benefit of special education staff only:

1. Based on the currently planned High School schedule for 2010-2011, five (5) professional development periods will be allocated to special education staff, as follows: two (2) team meetings/professional development and three (3) compliance/testing periods.
2. Based on the currently planned Middle School schedule for 2010-2011, five (5) team meeting periods will be allocated to special education staff, as follows: three (3) team meetings periods and two (2) compliance/testing periods.
3. Special education staff will be provided up to 10 hours of extra instructional aide support each year for the purpose of assisting after-school compliance/testing.
4. Special education staff will be provided two (2) workshop days each school year for special education liaisons, which days shall be dedicated to SPED compliance/testing issues.
5. The School Department shall purchase additional Woodcock Johnson scoring programs so that each academic lab has its own software program.

- O. Individual Educational Plans shall be provided to regular staff by electronic means, with training, and with read-only access.

- P. A district-wide Joint Labor Management Committee (JLMC) shall be established and convened and shall consist of 4 members appointed by the Association and 4 members appointed by the School Committee, all of which will be district administrators and one of which shall be the Superintendent. Upon request of either party, the negotiations subcommittee of the School Committee will meet periodically with the JLMC or its designees. Upon mutual agreement, the JLMC may add additional representatives. Items may be referred to "temporary" subcommittees or already existing groups as agreed upon by the parties. The JLMC will focus on mutually agreed upon topics. This committee shall meet as often as necessary and no less than twice per year and no more than monthly unless agreed upon by the parties. JLMC members, members of the STA Negotiations Committee, and all school committee members will be trained in interest-based bargaining. The agenda for all JLMC

meetings shall be established jointly by the Superintendent and the STA president, and meetings will be chaired jointly by the same. The establishment of and participation in this JLMC shall not be construed as a waiver of either party's right to bargain about wages, hours and other working conditions, or the right to bargain about the impact of management decisions on wages, hours or working conditions. The JLMC does not have the authority to modify the terms of the Collective Bargaining Agreement and the School Committee and the Association retain all rights they may have pursuant to General Laws Chapter 150E. Failure to accept a recommendation shall not be subject to the grievance process.

Q. Children of Teachers that reside in Sharon. Upon written request to the principal from an elementary school teacher whose family and children reside in the Town of Sharon and who teaches in a particular elementary school, the superintendent and principal may agree to allow the teacher to enroll his/her child in the same elementary school in which the teacher teaches. Approval will be contingent upon the following:

1. The child will not be assigned to the parent's class or assessed by the parent.
2. The parent must be able to maintain boundaries and perform his or her job.
3. The parent is responsible for arranging for all transportation of the child.
4. No imbalance in class size for that grade level is created that adds cost to that school due to the change.

R. Children of Teachers that do not reside in Sharon. The Parties agree that effective July 1, 2017, and thereafter during the lifetime of the successor Contract, the STA may request that the School Committee engage in negotiations over whether the Sharon Public Schools will allow children of Sharon Public School teachers who do not reside in the Town of Sharon to attend the Sharon Public Schools. The Parties agree that if the Association requests to negotiate over this issue, the School Committee will not refuse this request on the basis that there is currently a contract in effect or that the issue was raised during the negotiations for the 2016-2019 successor agreement. The Parties agree that if this issue is brought forth by the Association, there is no obligation on either Party to discuss any other term or condition previously agreed upon, including among other items, wages, and such a request to negotiate over this issue shall not be considered an agreement to re-open the 2016-2019 agreement. In addition, the Parties specifically agree that nothing contained herein shall be construed to mean that the Sharon Public Schools has agreed that it will allow children of Sharon Public School teachers who do not reside in the Town of Sharon to attend the Sharon Public Schools.

ARTICLE XXX STRIKES

The Association agrees that it will not cause, condone, sanction, or take part in any strike, walk-out, slow-down, work stoppage, or withholding of services in the Sharon Public Schools.

ARTICLE XXXI EARLY NOTICE OF RETIREMENT PLAN

A. The intent of this provision is to provide a financial incentive for a teacher to retire under conditions that will provide a long term financial saving to the Town and an opportunity for employment and/or career advancement for other teachers.

B. EARLY NOTICE OF RETIREMENT

1. At time of retirement, a teacher shall be compensated for unused sick leave and remaining personal days at the rate of forty (\$40.00) dollars per day up to a maximum of two hundred and fifty (250) days provided that (s)he has filed by January 10th a written, irrevocable intent to retire, said retirement to take at the conclusion of that school year. Said amount will be paid within thirty (30) days of the teacher's effective date of retirement and will not be computed in determining retirement pay.

2. To qualify for Early Notice of Retirement, the teacher must not retire during the school year. In case of the death of a teacher, the compensation set forth in B.1 (above) shall be paid to the teacher's estate regardless of the date of death and without the notice of intent requirement.

3. If a teacher elects Early Notice of Retirement, his/her unused accumulated sick leave days shall be recalculated as if the unlimited accumulation of sick leave days was in effect for ten (10) years prior to his/her date of retirement.

C. Teachers working less than full time (10/10ths) shall receive a pro-rated payment.

ARTICLE XXXII DURATION

- A. Except as otherwise specified, this Agreement shall be a three-year (3 year) agreement, effective July 1, 2016, and will continue in full force until June 30, 2019.
- B. If the Committee and the Association shall have failed to reach agreement for a successor agreement by April 15, 2019, either party may petition the Division of Labor Relations to initiate fact-finding in accordance with Section 9 of Chapter 150E of the General Laws of Massachusetts.

ARTICLE XXXIII NO REPRISALS

No reprisals will be taken by the Sharon School Committee or its agents against the Sharon Teachers' Association or any of the members of the bargaining unit as a result of the recent job action, nor will any reprisals be taken by the Sharon Teachers' Association or any unit member against any other unit member, other School Department employee, or any other person because of his/her opposition to said action.

Upon ratification by the Sharon School Committee and Sharon Teachers' Association, the Parties shall each withdraw any pending legal action filed against the other party to the Contract. Neither party shall initiate any new action against the other as a result of the recent job action. The Committee will not apply for waivers because of days lost as a result of the work stoppage.

The Committee agrees to waive any and all claims for damages, costs, or attorneys' fees arising out of such work stoppage. Teachers shall not be eligible for personal days for the days designated as make-up days due to the work stoppage. The Sharon Teachers' Association agrees to contribute teacher time or Sharon Teachers' Association funds to develop, in conjunction with the respective Building Principals, a specific enrichment program for students (i.e. drugs, AIDS, etc.)

IN WITNESS WHEREOF, the parties to this Contract have caused this Agreement, with all expressly referenced Appendices and attachments thereto, to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto this 7th day of June, 2017.

SHARON SCHOOL COMMITTEE

Marcy Kaplan, Chair

Emily Smith-Lee, Negotiations, Chair

Timothy J. Farmer, Superintendent

Jammal Mosley, Asst. Superintendent

SHARON TEACHERS' ASSOCIATION

Bernadette Murphy, President, STA

Shawn Flaherty, Negotiation Chair, STA

Negotiation team: Mara Georgi, Julia O'Brien,
Lisa Scarborough, Scott Tarantino

(Intentionally Left Blank)

APPENDIX A

TEACHERS/NURSES COMPENSATION

A. The Teachers/Nurses Compensation Schedule shall be as set out in Attachment (A)(1) hereto, and shall conform to the following provisions:

FY17 Teachers/Nurses Salary Schedule: Effective July 1, 2016, increase each and every amount in the FY16 Teachers/Nurses Schedule, Attachment (A)(1), by two percent (2.00%).

FY18 Teachers/Nurses Salary Schedule: Effective July 1, 2017, increase each and every amount in the FY17 Teachers/Nurses Schedule, Attachment (A)(1), by one percent (1.00%).

FY18 Teachers/Nurses Salary Schedule: Effective on the 91st work day of the 2017-2018 school year, increase the Teachers/Nurses Schedule, Attachment (A)(1), by one percent (1.00%).

FY19 Teachers/Nurses Salary Schedule: Effective July 1, 2018, increase each and every amount in the FY18 Teachers/Nurses Schedule by two percent (2.00%).

- B. Longevity: Employees covered by this Agreement with more than the number of years of seniority set forth below will have the appropriate indicated longevity stipend added to base salary with payment made in accord with Article IV, Section B. As with other salary payments, teachers working less than full time (10/10ths) shall receive a pro rated amount: more than 15 years - \$600; more than 20 years - \$1,000; more than 25 years - \$1,500 and more than 30 years - \$2,000.
- C. 1. The annual increments according to Appendix A shall become effective September 1 and February 1 of each year.
2. Teachers with Bachelor's Degrees who have thirty-six (36) hours beyond their degree shall be considered to have the equivalent of a Master's Degree for salary schedule purposes. An earned Master's Degree is required for credits beyond the Master's Level and credits beyond the Master's Level must have been earned after the attainment of the Master's Degree to be counted for salary purposes.
3. Transcripts for courses taken shall be submitted to the Superintendent of Schools. All courses taken and passed at the graduate level from an accredited college or university will be accepted.
4. Every effort will be made to encourage teachers to earn advanced degrees or plan meaningful advanced course packages.
5. No teacher will be required to take any course for advancement on the salary schedule. If a teacher is required by the Sharon Public Schools to take a course for any other reason, the School Committee agrees to reimburse the teacher the full amount of the tuition paid by the teacher.
6. Teachers appointed after the school year has begun are to be paid on a prorated basis according to the percentage of the total school days employed.
7. Teacher participation in the intern and practice teacher program will be voluntary, and participating teachers will be given first choice of the use of available vouchers to an accredited college or university.
8. Those teachers supervising practice teachers from schools not granting vouchers shall have first choice at those turned down by others. Notice of all vouchers not used by participating teachers will be posted periodically throughout the Sharon School System.
9. A teacher who applies to teach an additional, advertised teaching position of one or more classes that adds to his/her regular teaching load, even if that teaching load is greater than 100% of the normal assignment load, shall receive additional *per diem* compensation at the rate of the teacher's regular compensation rate under this Appendix, multiplied by the number of days remaining in the school year, the product of which is then multiplied by the additional teaching load assigned (stated as a percentage). For example, if a teacher's regular *per diem* compensation is \$200.00, then the teacher would be paid an additional \$4,500.00 for teaching one additional class beyond his/her assignment of four (4) classes when he/she begins teaching the additional class halfway through the school year, based on the formula $(\$200.00 \text{ per day} \times 90 \text{ days}) \times 25\% = \$4,500.00$.
- Under this circumstance, the teacher shall receive his/her additional compensation as a part of his/her regular paycheck either, (a) for the balance of the school year, or, (b) until the School Department determines to eliminate the class or assigns a permanent substitute to the class, whichever comes first.

- D. In FY14, the position of nurse facilitator will be created and appointed. The facilitator will be compensated with an annual stipend of \$1,400 each year (subject to funding, with grant funding presently expected until FY2017).
- E. The position of Nurse Leader will be reviewed for continuation each year based on available funding and will be appointed annually. The stipend for the Nurse Leader is \$1,400 each year.
- F. Effective July 1, 2013, Team Leaders at Sharon Middle School will receive a stipend of eight hundred and forty dollars (\$840.00) per school year. Should the need arise, and subject to the approval of the Middle School Principal, Team Leaders will be paid for additional days worked. The pay will be based upon the first step on the Degree Column that the person has earned, times the number of days worked beyond 182
- F. Effective July 1, 2013, Team Facilitators will be paid fifteen dollars (\$15.00) per hour up to a maximum of two thousand one hundred fifty-four dollars and five cents (\$2,154.05) per school year.
- G. 1. Effective July 1, 2013, Subject area facilitators (e.g., visual arts [K-5], visual arts [6-12], technology [K-5], technology [6-12], performing arts [K-5], performing arts [6-12], physical education [K-5], and physical education [6-12] shall be paid one thousand six hundred fifteen dollars and fifty-three cents (\$1,615.53) per school year.
2. The position of Global Competency Facilitator was established in FY11 and will be reviewed for continuation each year based on available funding and will be appointed annually. The facilitator shall be paid as referenced in “G” above.
3. Effective July 1, 2013, the English Language Learner “ELL” facilitator shall be paid three thousand six hundred and thirty dollars (\$3,630.00) per year.
4. In the event that the task force recommends and the School Committee agrees to implement foreign language in the elementary schools beyond what the School Department presently (November 2013) has, the School Department will create a position of Foreign Language facilitator K-5, and will make its current Foreign Language Coordinator (currently assigned to Grades 5-12) a Grade 6-12 Coordinator, whose responsibilities shall not include conducting elementary teacher evaluations. The Foreign Language facilitator will be compensated at the facilitator rate unless otherwise agreed to by the parties.
5. The position of Advisory Facilitator will be reviewed for continuation each year based on available funding and will be appointed annually. The stipend for the Advisory Facilitator is \$1,615.53.
- H. 1. Effective September 1, 2007, mentors shall be paid five hundred (\$500) dollars per year.
2. The position of Global Competency Student Mentor was established in FY11 and will be reviewed for continuation each year based on available funding and will be appointed annually. The mentor shall be paid as referenced “H” above.
- I. 1. The Sharon Teachers' Association and the Sharon School Committee recognize the need for coordination in various curriculum areas. In light of their extended work year (see Article V(B)), academic department heads and academic coordinators will be paid their base teachers salary, as provided in this Appendix, plus 10.00%.
2. The Sharon School Committee and the Sharon Teachers' Association do hereby agree that the position of Instructional Coach will have a work year of 187 days for the school year. For each of the five extra days, the Instructional Coach shall receive per diem compensation based on their position on the salary schedule. The teacher shall receive their additional compensation as part of their regular paycheck,
- J. Any Special Education Staff member who provides services to Special Needs students on an extended School Year Educational Plan in accordance with a prescribed Individual Educational Plan, shall be compensated on a per diem rate based upon the salary the staff member had received during the preceding school year.

K. GENERAL CONDITIONS

1. If a new position to be covered by this Agreement is established, the Superintendent or his/her designee will meet with the President of the Association or his/her designee to set the appropriate salary for such position. In the event the parties are unable to come to agreement, the Superintendent may unilaterally establish the salary with the understanding that the Association may negotiate said salary at the next reopening of the full Agreement.”
2. If there are any substantial changes in the duties of any existing position covered by this Agreement, the Committee will negotiate with the Association regarding possible modifications in the salary for such position.
3. If permitted by statute, all monies above the basic salary shall be subject to retirement deductions.
4. It is understood and agreed that the listing of the Extracurricular positions in Attachment A(2). and in the Extracurricular Payment Schedule of the Agreement does not limit the right of the Committee to alter or abolish any extracurricular compensatory activity at the close of a school year.

L. Extracurricular Salary Formula and Schedule – The Extracurricular Salary Formula, Schedule, and Contract shall be as set out in Attachment (A)(2) hereto.

2.00%
FY17

ATTACHMENT (A)(2)

I. ACTIVITIES

The following extracurricular activities are included under the ratio formula for determining compensation when the incumbent leader/coach/advisor is a member of the Association:

Academic Decathlon
ADL Advisor (MS) (3)
ADL Advisor (HS) (2)
Amnesty International
Art Club Advisor
Band, SEMSBA District (MS)
Band, (HS)
Baseball, Varsity
Baseball, Junior Varsity
Baseball, Freshman
Baseball, Asst.
Basketball, Varsity Boys
Basketball, Varsity Girls
Basketball, Junior Varsity Boys
Basketball, Junior Varsity Girls
Basketball, Freshman, Boys
Basketball, Freshman Girls
Cheerleading (2 seasons)
Cheerleading Asst (2 seasons)
Chess
Chorus (Cottage)
Chorus, SEMSBA District (MS)
Chorus, (HS)
Class Advisor, 9th Grade
Class Advisor, 10th Grade
Class Advisor, 11th Grade
Class Advisor, 12th Grade
Conductor (MS)
Debate Team Advisor
Drama, Musical Director (MS)
Drama Asst., Musical (MS)
Drama Asst. Technical, Musical (MS)
Drama Director (MS)
Drama Director – Fall (HS)
Drama Asst. - Fall (HS)
Drama Asst. Technical - Fall (HS)
Drama Director - Winter (HS)
Drama Asst. – Winter (HS)
Drama Asst. Technical – Winter (HS)
Drama Director - Spring (HS)
Drama Asst. - Spring (HS)
Drama Asst. Technical – Spring (HS)
DUO
East Newspaper
Elementary Music (3)
Euphony
Fall Cross Country (MS) (2)
Field Hockey, Freshman
Field Hockey, Varsity
Field Hockey, Junior Varsity
Football Coach, Varsity
Football Assistants (4)
Football, Freshman

Foreign Language/Honor Society
Gay/Straight Alliance
Golf
Gymnastics
Herstory
IGEM
Intramurals, (MS) (2) (3 seasons)
Jazz Band (MS)
Lacrosse, Junior Varsity Boys
Lacrosse, Junior Varsity Girls
Lacrosse, Varsity Girls
Lacrosse, Varsity Boys
Lego Robotics (East) (1)
Marsengold Advisor
Marimba (Heights)
Marimba (MS)
Math Advisor (MS)
Math League (MathCounts) (MS)
Math League, (HS)
Middle School Yearbook
Mock Trial
Model UN Advisor
Morning Announcement Advisor (HS)
Musical Director, (MS)
Musical Director, (HS)
National Honor Society
Orchestra Director
Pianist/Vocal (MS)
Pianist, (HS)
P.O.W.E.R.
Quiz Bowl Team
S.A.D.D.
Sailing Coach (2 seasons)
Sailing Asst. Coach (2 seasons)
Science Olympiad (HS) (3)
Set Design (Dec-Mar) (MS)
SHS Radio
SHS Her Story (1)
Sharon High Talon (newspaper)
Soccer, Freshman Boys
Soccer, Freshman Girls
Soccer , Junior Varsity Boys
Soccer , Junior Varsity Girls
Soccer, Varsity Boys
Soccer, Varsity Girls
Softball, Varsity
Softball, Junior Varsity
Softball Asst.
Spring Track & Field (MS) (3)
Student Council Advisor (MS)
Student Council Advisor (HS)
Swimming Coach
Swimming Asst.

Tennis, Varsity Boys (HS)
Tennis, Varsity Girls (HS)
Track, Cross Country Boys
Track, Cross Country Girls
Track, Head Coach, Winter
Track Asst, Winter
Track & Field, Spring, Varsity Boys
Track & Field, Spring, Varsity Girls
Track & Field, Spring, Asst. (3)
Ultimate Frisbee Boys
Ultimate Frisbee Girls
Ultimate Frisbee Asst.
Vocal Director (HS)
Volleyball Coach
Volleyball, Junior Varsity
Volleyball, Freshman
Wrestling Coach
Wrestling Junior Varsity

II. THE FORMULA FOR COMPUTING THE EXTRA-PAY SCHEDULE

A. Computations for implementation of the formula are subject to agreement by both parties. In computing salaries the following factors have been considered:

1. Time Factor:

At least these hours outside
the workday in a school year
(schedule will be submitted annually).

<u>Factor</u>	
1	25
2	50
3	100
4	125
5	150
6	175
7	200
8	250
9	275
10	300

2. Responsibility/Enrollment Factor

Assistants are not eligible for Responsibility Factors
of students regularly involved in the event. This
assumes assistants for 40+ students.

<u>Factor</u>	<u>At Least</u>	<u>Up to</u>
0	1	9
1	10	34
2	35	300
3	301	360

3. Athletic Coaches ONLY (MIAA)

<u>Factor</u>	
0	This is an assistant coach Position
1	This is a JV or Freshman Head Coach Position
2	This is a Varsity Head Coach Position

4. Location of Activity (A schedule will be submitted annually)

<u>Factor</u>	
0	A majority of meetings/events occur in the school or on the grounds
1	Approximately equal number of events/activities/games are in Sharon and in nearby Towns
2	Over 70% of event activities are out of State or Out of the Country

5. Time Commitment in terms of the work day

<u>Factor</u>	
0	Over 60% of time spent on this activity is during the school day
1	Over 50% of time spent on this activity is afternoons and evenings
2	Over 50% of time spent on this activity requires regular weekend work

6. Experience

Experience in a given activity is recognized up through a maximum of five (5) years. Each year of experience is equivalent to a stated percentage as indicated in the following table and applied as outlined in II-B:

Years of Experience:	1	2	3	4	5
Percentage FACTOR:	5	10	15	20	25

B. The Formula

1. The NUMERICAL FACTORS for time, responsibility/enrollment, athletic coaches, location of activity and time commitment, will be added together and multiplied by the Bachelor's Salary Step 1 Schedule as of September 1 of each school year and then divided by 100.

2. **EXPERIENCE PAYMENT:** The result set forth in 1 (THE FACTOR PAYMENT) above will be multiplied by the appropriate experience PERCENTAGE FACTOR as derived from the table under "Experience" and divided by 100.

3. **TOTAL COMPENSATION:** The total of the sum obtained in 1 and 2 above will, in each case, represent the total compensation assigned to the activity.

4. During any school year if as the result of participation in a tournament, festival, or similar activity the schedule for an activity extends beyond the normal schedule, compensation for such participation will be paid at the rate of thirty dollars (\$30) per event through the State level of competition. This compensation will be paid prior to the close of the fiscal year.

Factors for any club or sport listed, not listed, or not funded in the budget or the contract, may be determined by completing the application form and returning it to the administration. A joint meeting with the STA will be held to discuss funding possibilities.

ELEMENTARY SCHOOL Co-Curricular Pay Rates CHART - Clubs & Intramurals

Time	Coaches & Clubs Resp	Coaches	Location	Commitment	Sum	ACTIVITIES
2	1	0	0	0	3	Cottage Chorus
2	1	0	0	0	3	East Newspaper
2	1	0	0	1	4	Heights Marimba
0	2	0	0	1	3	Elementary Music
0	2	0	0	1	3	Elementary Music
0	2	0	0	1	3	Elementary Music
1	2	0	0	1	4	East Lego Robotics

MIDDLE SCHOOL - Co-Curricular Pay Rates CHART - Clubs & Intramurals

Time	Coaches & Clubs Resp	Coaches	Location	Commitment	Sum	ACTIVITIES
1	2	0	0	0	3	ADL Advisor
1	2	0	0	0	3	ADL Advisor
1	2	0	0	0	3	ADL Advisor
2	1	0	1	2	6	Band (SEMSBA DISTRICT)
2	2	0	0	2	6	Chorus (SEMSBA DISTRICT)
2	2	0	0	1	5	Conductor
9	2	0	0	1	12	Drama (Musical Director)
5	0	0	0	1	6	Drama Asst. (Musical)
5	0	0	0	1	6	Drama Asst. Tech (Musical)
9	2	0	0	1	12	Drama Director
1	2	0	0	1	4	Intramurals – Fall After School Sports
1	2	0	0	1	4	Intramurals – Fall After School Sports
1	2	0	0	1	4	Intramurals – Winter After School
1	2	0	0	1	4	Intramurals – Winter After School
1	2	0	0	1	4	Intramurals – Spring After School
1	2	0	0	1	4	Intramurals – Spring After School
1	1	0	0	0	2	Jazz Band
2	2	0	1	1	6	Math Advisor
2	1	0	1	1	5	Math League (MATHCOUNTS)

2	1	0	0	1	4	Middle Marimba
1	1	0	0	1	3	Middle School Yearbook
3	1	0	0	1	5	Pianist/Vocal
2	1	0	0	1	4	Set Design (Dec-March)
6	1	0	0	1	8	Student Council Advisor

HIGH SCHOOL - Co-Curricular Pay Rates CHART - Clubs & Intramurals

Time	Coaches & Clubs Resp	Coaches	Location	Commitment	Sum	ACTIVITIES
1	1	0	0	1	3	Academic Decathlon
1	1	0	0	1	3	ADL Advisor
1	1	0	0	1	3	ADL Advisor
1	1	0	0	1	3	Amnesty International
1	1	0	0	1	3	Art Club Advisor
3	2	0	1	1	7	Band
3	1	0	1	1	6	Chess
9	2	0	0	1	12	Chorus
1	2	0	0	1	4	Class Advisor 9th
4	2	0	0	1	7	Class Advisor 10th
4	2	0	0	1	7	Class Advisor 11th
5	2	0	0	1	8	Class Advisor 12th
3	1	0	1	1	6	Debate Team Advisor
7	2	0	0	2	11	Drama Director - Fall
7	0	0	0	2	9	Drama Asst. - Fall
7	0	0	0	2	9	Drama Asst. Technical - Fall
9	2	0	1	2	14	Drama Director - Winter
9	0	0	1	2	12	Drama Asst. - Winter
9	0	0	1	2	12	Drama Asst. Technical - Winter
5	2	0	0	2	9	Drama Director - Spring
5	0	0	0	2	7	Drama Asst. - Spring
5	0	0	0	2	7	Drama Asst. Technical - Spring
2	1	0	0	0	3	DUO
1	1	0	0	1	3	Euphony
						Exchange/Adventure Planner *factors TBD – varies w/each out of country trip (self-funding)
1	2	0	0	1	4	Foreign Language/Honor Society
2	1	0	0	1	4	Gay/Straight Alliance
2	1	0	0	1	4	Her Story
2	1	0	0	1	4	IGEM
8	1	0	0	1	10	Marsengold
3	1	0	1	1	6	Math League
9	1	0	1	1	12	Mock Trial
7	1	0	1	1	10	Model UN
6	1	0	0	1	8	Morning Announcement Advisor
2	2	0	0	1	5	National Honor Society
1	1	0	0	1	3	Orchestra Director
3	2	0	0	2	7	Pianist
3	1	0	0	1	5	POWER
2	1	0	1	1	5	Quiz Bowl Team
2	1	0	0	1	4	SADD
2	2	0	0	1	5	Science Olympiad
2	1	0	0	1	4	SHS Radio
2	1	0	0	1	4	Sharon High Talon (newspaper)
6	1	0	0	1	8	Student Council
3	2	0	1	1	7	Ultimate Frisbee Boys
3	0	0	1	1	5	Ultimate Frisbee Asst.
2	0	0	0	1	3	Ultimate Frisbee Asst. B

2	0	0	0	1	3	Ultimate Frisbee Asst. C
3	2	0	0	2	7	Vocal Director
2	0	0	0	1	3	Ultimate Frisbee Girls'

ATHLETICS - FALL - Co-Curricular Pay Rates CHART

Time	Coaches & Clubs Resp	Coaches	Location	Commitment	Sum	ACTIVITIES
2	1	4	1	1	9	Cheerleading (2 seasons)
2	0	0	1	1	4	Cheerleading Asst. (2 seasons)
3	1	1	1	1	7	Field Hockey, Freshman
4	1	1	1	1	8	Field Hockey, JV
5	1	4	1	1	12	Field Hockey, V
8	0	0	1	1	10	Football Asst.
8	0	0	1	1	10	Football Asst.
8	0	0	1	1	10	Football Asst.
8	0	0	1	1	10	Football Asst.
6	1	1	1	1	10	Football, Freshman
8	2	4	1	1	16	Football, V
3	1	4	1	1	10	Golf
6	1	4	1	1	13	Sailing Coach (2 seasons)
6	0	0	1	1	8	Sailing Asst. Coach (2 seasons)
3	1	1	1	1	7	Soccer, Freshman (boys)
3	1	1	1	1	7	Soccer, Freshman (girls)
4	1	1	1	1	8	Soccer, JV (boys)
4	1	1	1	1	8	Soccer, JV (girls)
6	1	4	1	1	13	Soccer, V (boys)
6	1	4	1	1	13	Soccer, V (girls)
3	2	4	1	1	11	Track, Cross County (boys)
3	2	4	1	1	11	Track, Cross County (girls)
4	1	4	1	1	11	Volleyball
4	1	1	1	1	8	Volleyball, JV
3	1	1	1	1	7	Volleyball, Freshman
2	1	0	1	1	5	Cross Country (MS)

ATHLETICS - WINTER - Co-Curricular Pay Rates CHART

Time	Coaches & Clubs Resp	Coaches	Location	Commitment	Sum	ACTIVITIES
3	1	1	1	1	7	Basketball, Freshman (boys)
3	1	1	1	1	7	Basketball, Freshman (girls)
7	1	1	1	1	11	Basketball, JV (boys)
7	1	1	1	1	11	Basketball, JV (girls)
7	1	4	1	1	14	Basketball, V (boys)
7	1	4	1	1	14	Basketball, V (girls)
4	1	4	1	1	11	Gymnastics
6	1	4	1	1	13	Swimming
6	0	0	1	1	8	Swimming Asst.
4	2	4	1	1	12	Track Head Coach - Winter
4	0	0	1	1	6	Track Asst. - Winter
7	1	4	1	1	14	Wrestling
7	1	1	1	1	11	Wrestling, JV

ATHLETICS - SPRING - Co-Curricular Pay Rates CHART

Time	Coaches & Clubs Resp	Coaches	Location	Commitment	Sum	ACTIVITIES
6	0	0	1	1	8	Baseball Asst. Coach
4	1	1	1	1	8	Baseball, Freshman
5	1	1	1	1	9	Baseball, JV
6	1	4	1	1	13	Baseball, V
4	1	1	1	1	8	Lacrosse Coach, JV (boys)
4	1	1	1	1	8	Lacrosse Coach, JV (girls)
6	1	4	1	1	13	Lacrosse Coach, V (boys)
6	1	4	1	1	13	Lacrosse Coach, V (girls)
6	0	0	1	1	8	Softball Asst.
5	1	1	1	1	9	Softball, JV
6	1	4	1	1	13	Softball, V
4	1	4	1	1	11	Tennis, HS V (boys)
4	1	4	1	1	11	Tennis, HS V (girls)
4	0	0	1	1	6	Track & Field Asst. (boys)
4	0	0	1	1	6	Track & Field Asst. (girls)
4	0	0	1	1	6	Track & Field Asst. (girls)
4	2	4	1	1	12	Track & Field, V (boys)
4	2	4	1	1	12	Track & Field, V (girls)
1	2	0	1	1	5	Track & Field (MS)

III. DECLARATION OF POLICY

As time and circumstances permit, it is the declared policy of this program to work in the direction of having not more than one (1) compensated activity assigned to any one member of the faculty.

IV. IMPLEMENTING THE POLICY

The following procedures will be followed:

- A. To be certain that job description and factors are compatible, conferences with the Athletic Director and administration may be requested at any time. Either advisors/coaches or administration/Athletic Director may call these meetings. Changes in assignments or factor allocations will be made only through conferences with the party/parties concerned.
- B. Openings will be publicized to the staff for one (1) week. Written applications for the position(s) will be accepted by the administration office as per the posting. Up to two (2) weeks following the closing date for staff applications will be used for interviewing candidates. Appointment to the position(s) will be made no later than four (4) weeks following the closing date for interviews, if there were three (3) generally qualified applicants.
- C. All notification regarding vacancies will include the qualifications, duties and compensation for the position. All applicants for a position will be notified in writing of the decision regarding that position not later than five (5) school days after the appointment is made. No person should begin working a position without a signed contract from the Superintendent's office.
- D. In the event that there are fewer than three (3) staff applicants who meet the general qualifications for the position as posted, the notice of vacancy may be publicly advertised. In the event of public advertising, openings may be advertised for two (2) weeks.
- E. If a vacancy should occur during the school year, it may be filled on a temporary basis for the remainder of the school year.
- F. If a person who is employed in an extracurricular position is absent, the Principal may ask another individual to supervise the activity on a voluntary basis, with compensation at the rate of \$2.50 per half-hour up to a maximum of \$15.00 for duties at "home" and a maximum of \$20.00 for duties away from "home."
- G. Applicants will be interviewed by the Principal of the school, the head coach or senior advisor, and where applicable, the Director of Athletics. The Superintendent of Schools, or his designee, may interview the candidates at some level of the interview process. All interview appointments will be made by the Principal of the School in which the vacancy occurs or, in the case of athletics, by the Athletic Director.
- H. Thereafter, the evaluation of any person holding said position shall be determined by the appropriate building principal or his/her designee, working with the Athletic Director, in the case of athletics. Any person's right to hold such position shall be limited to a one year appointment for persons serving in the first two years in the same position, and a two year appointment for persons in the same positions for more than two years. Persons interested in continuing in a position need to indicate that interest in writing when the position is posted.
- I. With respect to the extracurricular activities and positions listed in section I of this Attachment (above), any person who is not a member of the Association will have their compensation calculated based on the same scale as contained in this Agreement but will not be represented by this Association.
- J. Any reasonably qualified member of the STA will be given the opportunity to fill any extra-curricular position before it is offered to non-STA personnel.

V. CONTRACTUAL AGREEMENTS

- A. A contract for each extracurricular position will be issued to each person so employed. Such contract, after the initial contract, will be issued within ten (10) days of the date of favorable action on reappointment to an extracurricular position by the Committee.
- B. Payment for employment in an extracurricular position will be at the end of the activity or season except those full-year positions. One half of the salary of the full-year position will be paid on the first payday in the month of February of the School year and the remainder will be paid on the last payday in June of the school year. Notification must be given to the Superintendent's Office upon completion of the activity or season including any extension beyond the normal schedule for which compensation may be due.

**SHARON PUBLIC SCHOOLS
SHARON, MASSACHUSETTS**

Date: _____

INDIVIDUAL CONTRACT FOR EXTRACURRICULAR ACTIVITY

WHEREAS, the School Committee of the Town of Sharon, Massachusetts, in addition to conducting the normal educational curricula in the public schools, provides for certain extracurricular activities; and,

WHEREAS, _____, hereinafter referred to as the "Employee" desires to be employed in the extracurricular activity of _____;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed as follows:

The School Committee employs the Employee, and the Employee agrees to perform the duties of the aforementioned extracurricular activity during the periods beginning _____, and ending _____.

The Employee agrees, for the compensation hereinafter set forth, to perform the duties of such extracurricular position in accordance with the schedule of hours agreed upon simultaneously with the signing of this Agreement, and the employee otherwise agrees to fulfill the duties of such extracurricular position in accordance with and under the direction of the Superintendent of Schools.

The School Committee will compensate the Employee for performing said extracurricular activity, and the Employee hereby agrees to accept for such extracurricular services rendered during the period _____, and ending _____, in the same fiscal year, the sum of \$ _____.

Payment for employment in the aforesaid extracurricular position will be made at the end of the activity or season or for full year programs, payments will be made at midpoint during the school year.

Time Factor	_____	Total Factors	_____
Responsibility	_____		
Sports Coaches	_____	Experience	_____
Location of Activity	_____		
Time Commitment	_____		

This contract is subject to the statutes of the Commonwealth of Massachusetts, the rules and regulations of the School Committee, and the Master Agreement between the School Committee and the Sharon Teachers' Association. This contract remains valid for this time period with the expectation that coaches/advisors perform their duties in a professional and appropriate manner.

The contract shall be effective when properly signed in duplicate and one copy returned by the Employee to the Office of the Superintendent of Schools. Please return on or before ten (10) days after the date indicated below or notify the Superintendent's Office concerning any delay.

SIGNED: _____ date: _____
Superintendent of Schools

SIGNED: _____ date: _____
Principal

SIGNED: _____ date: _____
Advisor/Coach

ATTACHMENT (A) (2a)

ACTIVITY ADVISOR EVALUATION

Advisor: _____

Club: _____

Date: _____

Standard	Meets Standard	Focus for Growth	Area of Serious Concern
1. Possess a thorough knowledge and understanding of the activity.			
2. Communicates the necessary requirements and expectations to the student-member.			
3. Shows concern and respect for the growth and development of each student-member.			
4. Attends to all needs of the program in a responsible and timely fashion.			
5. Provides a safe, healthy, and enjoyable environment for the student-member.			
6. Models professional behavior and uses positive encouragement during meetings and events.			
7. Understands and enforces rules and regulations outlined in the <i>Parent/Student Handbook</i> .			
8. Works cooperatively with members of the faculty, staff, and administration.			
9. Understands and applies school attendance policies appropriately.			
10. Communicates effectively with parents of the student-members.			
11. Complies with all district policies and meets administrative deadlines.			

Noted Strength(s):

Area(s) to Focus on Growth:

Area(s) of Serious Concern:

End of Year ONLY: Recommended for reappointment: ____yes ____no

Note: My signature on this evaluation indicates that I have read this document. It does not necessarily indicate that I agree with the contents. I understand that I have a right to respond in writing to the ratings and/or statements and that my comments will be attached to the evaluation form in my personnel file.

Advisor

Date

Designated Supervisor

Date

Principal

Date

ATTACHMENT (A) (2b)

ATHLETIC COACH EVALUATION

Coach: _____

Sport: _____

Date: _____

Standard	Meets Standard	Focus for Growth	Area of Serious Concern
1. Possess a thorough knowledge and understanding of the interscholastic sport.			
2. Communicates the necessary requirements and expectations to the student-athletes.			
3. Shows concern and respect for the growth and development of each student-athletes.			
4. Attends to all needs of the program in a responsible and timely fashion.			
5. Provides a safe, healthy, and enjoyable environment for the student-athletes.			
6. Models professional behavior and uses positive encourages sportsmanship during practices and games.			
7. Understands and adheres to the MIAA rules and regulations associated with the interscholastic sport and eligibility of the student-athletes.			
8. Works cooperatively with members of the faculty, staff, and administration.			
9. Understands and applies school attendance policies appropriately.			
10. Communicates effectively with parents of the student-athletes.			
11. Complies with all district policies and meets administrative deadlines.			

Noted Strength(s):

Area(s) to Focus on Growth:

Area(s) of Serious Concern:

End of Year ONLY: Recommended for reappointment: ____yes ____no

Note: My signature on this evaluation indicates that I have read this document. It does not necessarily indicate that I agree with the contents. I understand that I have a right to respond in writing to the ratings and/or statements and that my comments will be attached to the evaluation form in my personnel file.

Coach

Date

Athletic Director

Date

Principal

Date

APPENDIX B
TEACHER DATA SHEET

In lieu of the Teacher's Individual Contract and Teacher's Annual Salary Agreement, and in an effort to maintain accurate personnel records, the School Administration will provide each teacher with the following information prior to the start of school each year. Any errors on this statement are not subject to grievance or arbitration, but will be corrected upon receipt of appropriate documentation.

Teacher Name _____
Street Address _____
Town, State, and Zip Code _____
Telephone Number (if listed for inclusion in the Teacher Directory) _____
Salary Schedule Placement _____
Annual Salary Amount _____
Payment Option _____

APPENDIX C

Teacher and Caseload Educator Contract Language

1) **Purpose of Educator Evaluation**

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of no fewer than 10 minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. An educator with PTS shall be considered in a new assignment when teaching under a different license or when switching between

grades K-3 and grades 4-8.

- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of a duration of 90 school for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. If the Evaluator determines that more than 90 school days is needed to achieve the goals in the plan, then the duration of the plan may be extended. The duration of the plan should be no more than one school year. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include recommended activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of no fewer than 10 minutes by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** -The Association and the Committee are the parties to this agreement.
- U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment

- ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of no fewer than 10 minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
- C) Examination of student work samples. Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

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

7) **Evaluation Cycle: Self-Assessment**

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
 - i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
 - iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should

continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

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

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

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

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

11) **Observations**

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

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations of no fewer than 10 minutes, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

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.

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (b) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
 - (c) The Evaluator shall provide the Educator with written feedback within 10 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- (1st) Describe the basis for the Evaluator's judgment.
- (2nd) Describe actions the Educator should take to improve his/her performance.
- (3rd) Identify support and/or resources the Educator may use in his/her improvement.
- (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign and date the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign and date the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation 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.

14) **Evaluation Cycle: Summative Evaluation**

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

summative evaluation. The meeting shall occur by June 1st.

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

15) **Educator Plans – General**

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

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

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

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

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

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

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

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of 90 school days. If the Evaluator determines that more than 90 school days are needed to achieve the goals in the plan, then the duration of the plan may be extended. The duration of the plan should be no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include recommended activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the Association attend the meeting(s).
 - iii) The Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle

formative assessment report of the relevant standard(s) and indicator(s);

- vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the dated signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines (Dates in *italics* are provided as guidance)

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 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>

Evaluator holds Formative Assessment 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 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) **Educators with PTS on Two Year Plans**

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle as outlined in section 10.A
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) **Educators on Plans of Less than One Year**

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

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in 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.

25. Transition from Existing Evaluation System

- A) Educators without PTS will be placed on a Developing Educator Plan. Educators with PTS who were initially placed on a Support Plan for the 2013-2014 school year will be placed on an Improvement Plan.
- B) 50% of the educators with PTS who are not placed on an Improvement Plan will be placed on a 2-year Self-Directed Growth Plan. The other 50% of the educators shall be placed on a 1-year Self-Directed Growth Plan. At the end of the 2013-2014 school year, educators on a 1-year Self-Directed Growth Plan will be

rated as proficient, and they will be placed on a 2-year Self-Directed Growth Plan to start in the 2014-2015 school year.

To determine which 50% will be on the 1-year Self-Directed Growth Plan, administration will ask for volunteers. If more than 50% volunteer, then there will be a random draw of those who volunteered to determine who will be placed on the 1-year plan. If fewer than 50% volunteer, then there will be a random draw from the remaining educators. Once 50% of all eligible staff are placed on the 1-year plan, all remaining PTS teachers will be placed on the 2-year plan.

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties. During the first year, the team will meet once monthly, with the first meeting in October.
- F) The principal shall be the final authority for teacher evaluations in his/her school and must approve and sign each teacher evaluation.
- G) All non-SPED teachers in the elementary schools shall be evaluated by their principal and/or assistant principal.
- H) All non-SPED teachers at the Middle School shall be evaluated by the Principal and/or Assistant Principal or the teacher's subject area coordinator. The Middle School Principal and Assistant Principal may request subject area content assistance from the teacher's subject area coordinator in the course of the evaluation, subject to the limits established in section J below.
- I) All non-SPED teachers at the High School shall be evaluated by the Principal and/or the Assistant Principal or the appropriate subject area coordinator, as determined by the Principal.
- J) Special Education (SPED) teachers in grades Pre-K-8 shall be evaluated by the Principal, Assistant Principal, Director of Student Services, or the K-8 SPED Administrator or coordinator, as determined by the Principal.
- K) SPED teachers at the High School shall be evaluated by the Principal, Assistant Principal, Director of Student Services, or the High School Special Needs Administrator or coordinator, as determined by the Principal.
- L) All athletic coaches shall be evaluated by the Athletic Director, subject to the review and approval of the Principal of the school in which the athletic coach is assigned.
- M) The School Department shall work with subject area coordinators who are not yet licensed as evaluators and/or supervisors to facilitate and expedite their obtaining licensure. No coordinator shall evaluate teachers prior to obtaining such certification. All evaluators will be provided with training in the principles of evaluation and the Evaluation Procedure for the Sharon Public Schools.
- N) Academic department heads or academic coordinators shall be evaluated by the Superintendent and/or Assistant Superintendent, with input from the building principals. Special needs coordinators shall be

evaluated by the Director of Student Services with input from building principals. For these evaluations, the Coordinator Unit B Evaluation instrument attached hereto, at Attachment (F)(1) shall be used.

- O) Academic department heads shall be responsible on an annual basis for the evaluation of no more than 20% of his/her department members at the Middle School, and 20% of his/her department members at the High School.
- P) In that instance where a teacher has responsibilities in three (3) or more school units, the teacher shall designate one (1) evaluator and the Superintendent shall designate one (1) or more other evaluators as appropriate to the process and structure indicated above.
- Q) No individual covered by this agreement and serving in the capacity of a substitute or acting administrator may evaluate other individuals covered by this Agreement.

ATTACHMENT (C)(1)

TEACHER RUBRIC

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

Structure of the Teacher Rubric

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

Use of the Teacher Rubric

This rubric describes teaching practice. It is intended to be used throughout the 5 step evaluation cycle for all teachers, including teachers of whole classrooms, small groups, individual students, or any combination of the above. The rubric is designed to be applicable to general education teachers from pre-K through Advanced Placement, as well as teachers with specialized classes or knowledge, including teachers of English Language Learners, and special education teachers; districts may also choose to use this rubric for educators in other roles such as specialists.

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

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

How to reference parts of the rubric:

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

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

Standard I: Curriculum, Planning, and Assessment. *The teacher promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student 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.

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.

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.

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 (as appropriate for grade level) that create a dialogue about performance, progress, and improvement. Is able to model this element.

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.

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.

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 tolerance 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.

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.

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 classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	Uses a variety of strategies to support every family to participate actively and appropriately in the classroom and school community.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

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.

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.

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.

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.

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.

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 proactively to protect student confidentiality rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

ATTACHMENT (C)(2)

SISP RUBRIC

Structure of the Specialized Instructional Support Personnel (SISP) Rubric

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

Use of the Specialized Instructional Support Personnel (SISP) Rubric

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

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

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

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

How to reference parts of the rubric:

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

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

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.

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

¹ “Plan” is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (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.

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.

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.

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.

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.

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.

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.

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

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

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

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.

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.

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

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

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 school-wide 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.

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 proactively to protect student confidentiality rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

APPENDIX D
IPDP FORM



"We help children learn."

Massachusetts Department of

Education

**Sample Individual Professional Development Plan
for Massachusetts Educators**

Name: Last First Middle Renewal Year

Home Address City State Zip Code

Primary Area Certificate Number

District School Grade Level(s) Subject(s)

Professional Development Points Required for Renewal of **Primary Area** 120 or 150

Total number of PDPs required in content

My professional growth goals (please number):

My professional growth goals are consistent with the following district and/or school goals:

Record of Approved Professional Development Activities for Primary Area

Professional Development Activity	Professional Growth Goal (Goal Number)	Content PDPs	Other PDPs (pedagogy or professional skills)	*Date Approved & Supervisor's Initials OPTIONAL	Date Completed

*The Supervisor's initials indicate that the professional development activity is consistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.

Record of Additional Professional Development Activities for Elective PDPs

Professional Development Activity	Professional Growth Goal (Goal Number)	Content PDPs	Other PDPs	Date Completed

Use additional copies of this form if necessary.

This document and other Department of Education documents and publications are available on our website at www.doe.mass.edu/recert.

Educator's Name _____

Certificate Number _____

Initial Review and Approval

Date _____

The signature below indicates that 80% of this educator's Individual Professional Development Plan is consistent with the educational needs of the school and/or district and is designed to enhance the ability of the educator to improve student learning.

Supervisor's Name (print)_____
Title_____
Signature**First Two Year Review**

Date _____

The signature below indicates that this educator's Individual Professional Development Plan was reviewed.

Please check one.

_____ The Plan remains consistent with the educational needs of the school and/or district.

_____ The Plan was reviewed and amended.

Supervisor's Name (print)_____
Title_____
Signature**Second Two Year Review**

Date _____

The signature below indicates that this educator's Individual Professional Development Plan was reviewed.

Please check one.

_____ The Plan remains consistent with the educational needs of the school and/or district.

_____ The Plan was reviewed and amended.

Supervisor's Name (print)_____
Title_____
Signature**Final Endorsement**

Date _____

The signature below indicates the supervisor has reviewed this educator's Record of Professional Development Activities and the reported activities are consistent with the approved professional development plan.

Supervisor's Name (print)_____
Title_____
Signature

APPENDIX E
Article I. INSURANCE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE SHARON SCHOOL COMMITTEE
AND
THE SHARON TEACHERS ASSOCIATION**

This **Memorandum of Agreement** is entered into by and between the Sharon School Committee (hereinafter the “Committee”) and the Sharon Teachers Association (hereinafter the “Association”).

In order to maintain and promote a harmonious relationship between the Committee and the Association, the parties hereby agree to the following provision on the subject of employee health benefits:

1. The Association recognizes that the selection of health benefit carriers is committed by law to the sole discretion of the Board of Selectman of the Town of Sharon (hereinafter the “Board”). The Board, in its discretion, has currently selected the Blue Cross/Blue Shield health benefit plans as administered by the M.I.A.A. for all Town employees, including School Department employees. If at any time during the course of this Agreement the Board chooses to change health benefit carriers, the Committee agrees to give the Association reasonable notice of the change, an opportunity to bargain over the impacts of the change in carriers (if any), and to the extent required by law, an opportunity to negotiate over the plans to be selected.
2. The Committee and the Association agree to the following monthly premium contribution percentage rates:
 - A. For Blue Care Elect and MEDEX (retirees only) enrollees: 60% Town and 40% employee;
 - B. Effective July 1, 2010, for HMO Blue enrollees: 75% Town; 25% employee.
 - C. For enrollees of Managed HMO Blue Sr (retirees only): 90% Town; 10% enrollees for all three years.
3. The Committee, on behalf of the Town of Sharon, agrees that should any otherwise eligible retiree enroll in Medicare pursuant to G.L.C. 32B, Section 18 during the term of this Agreement, then the Town shall authorize the spouse or any dependent of the retiree to enroll in a health benefit plan which is offered by the Town at the time and for which the spouse or dependent is otherwise eligible. The Town shall pay one hundred percent (100%) of the monthly premium for any such spouse or dependent enrollee. This provision does not apply to any spouse or dependent who is Medicare eligible.
4. This Memorandum of Agreement is entered as a material part of and integral to the parties’ Collective Bargaining Agreement of this date, and covers the period July 1, 2010 – June 30, 2013. Should the laws governing employers’ and/or employees’ health benefit contributions materially change during the term of this Agreement in one or more respects relevant to Town and/or School Department employees, then the parties hereto agree to enter into discussions over the effect of those changes, if any, upon this Memorandum of Agreement. Should a mandatory change in the law governing health benefit contributions occur during the term of this Agreement in one or more respects relevant to Town and/or School Department employees, then the parties agree to meet and discuss the impact of such a change, should the Association so request, in accordance with M.G.L. ch. 150E.
5. This Agreement shall be binding upon the Committee and the Association to the extent that it is legally permissible to do so.

APPENDIX F

HEALTH INSURANCE CO-PAYMENTS

(Attached represents FY10 only)

TOWN OF SHARON SHARON PUBLIC SCHOOLS FY2010 RATES (FY11 & FY12 TBD)

PLAN	ANNUAL RATE	MONTHLY RATE	TOWN'S MONTHLY SHARE	EMPLOYEE'S MONTHLY SHARE	EMPLOYEE'S WEEKLY SHARE	EMPLOYEE'S BI-WEEKLY SHARE
BLUE CARE ELECT: 60% Town/40% Employee						
Individual	\$14,052.00	\$1,171.00	\$702.60	\$468.40	\$117.10	\$234.20
Family	\$27,828.00	\$2,319.00	\$1,391.40	\$927.60	\$231.90	\$463.80
NETWORK BLUE: (\$10/COPAY- \$10, \$20, \$35) *see plan details 75% Town/25% Employee						
Individual	\$7,536.00	\$628.00	\$471.00	\$157.00	\$39.25	\$78.50
Family	\$17,364.00	\$1,447.00	\$1,085.25	\$361.75	\$90.44	\$180.88

APPENDIX G

SIDE LETTERS OF AGREEMENT

The listed agreements remain in effect for the 7/1/16 – 6/30/19 Contract

- **CLASS SIZE**

Attached

- **SCHEDULING**

Attached

seek to increase the length of the teachers' school year, or to significantly increase the workload of teachers.

The Association maintains its rights to negotiate the hours, wages and other conditions of employment for its membership as established by M.G.L. ch. 150E, and endeavors to provide a work schedule, work day, and work year that allows members to discharge the responsibilities of their positions in the context of well-balanced personal and professional lives.

4. HIGH SCHOOL

A. Collaboration Regarding Scheduling

The scheduling of the High School shall be accomplished collaboratively between the Superintendent/Principals and the duly authorized representatives of the Association, with due regard for the principles stated in Article 3 above. The collaborative process shall be initiated by notice from the Superintendent/Principal to the Association of a proposed change in the scheduling of the school day. The notice shall contain specific information regarding the proposed change(s). If the Association elects to engage in collaborative (non-impact) discussions regarding the proposed scheduling changes, it shall notify the Superintendent or the school principal within ten (10) school days. Otherwise, the proposed changes shall go into effect.

Collaboration shall take such form, and last for such period, as the parties shall determine. If, following collaboration, agreement is reached regarding the proposed scheduling change(s), then the agreement regarding scheduling shall be reduced to writing and signed by the parties. The agreement shall address the issues of duration and precedential effect. Either party may declare the collaborative process concluded at any time if, in its view, agreement regarding the proposed scheduling changes is not reasonably likely.

B. Scheduling Absent Collaborative Agreement

If the collaboration process does not result in agreement, then the scheduling change(s) proposed by the Superintendent/Principal shall be implemented to the extent they are consistent with the following:

1. A teacher's preparation period (once daily, no shorter than 43 minutes); lunch period (once daily, no shorter than 28 minutes); and an administrative, non-teaching period (once daily, no shorter than 43 minutes), shall be maintained.
2. The duration of a teacher's school day (7 hours) shall be maintained.

3. A teacher's direct contact teaching time shall not exceed 1,175 minutes per week.
4. School administrators will make reasonable efforts to schedule SPED-related meetings/conferences during the regular school day.

To the extent that the scheduling change(s) proposed by the Superintendent/Principal are inconsistent with (1)-(4) above, then the change(s) shall not be implemented.

C. Other Provisions

Articles relating to scheduling as appear in the 2006-2009 agreement, which are not inconsistent with the provisions of 4(A) and (B) above, shall continue to apply at the High School for the duration of this Side Letter.

5. MIDDLE SCHOOL

A. Collaboration Regarding Scheduling

The process of collaboration at the Middle School shall be the same as section 4(A) above, relating to collaboration at the High School.

B. Scheduling Absent Collaborative Agreement

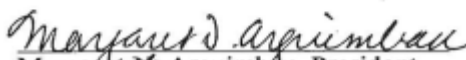
Absent collaborative agreement, the process shall be the same as set out in section 4(B) above, except that the Middle School's scheduling of a 28 minute (minimum) lunch period shall be preserved; and except that the Middle School's "read and relax" period and its "activity" period shall count against the 1,175 minute/week maximum for direct contact teaching time.


C. Other Provisions

Articles relating to scheduling in the 2006-2009 agreement, which are not inconsistent with the provisions of 5(A) and (B) above, shall continue to apply at the Middle School for the duration of this Side Agreement.

So agreed, this 21st day of June, 2006, by

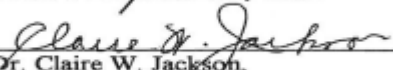
The Sharon Teachers Association, by:


Margaret M. Arguimbau, President


Thor Van Vaerennewyck, Chair,
Negotiating Committee

The Sharon School Committee, by:


Andrew D. Nebenzahl, Chair


Dr. Claire W. Jackson,
Superintendent

APPENDIX H

UNIT B

The Association and the Committee agree that the following articles of this collective bargaining agreement shall apply to members of Unit B effective July 1, 2004:

Articles	I	Recognition and Coverage
	II	Negotiations Procedure
	III	Grievance Procedure
	IV	Salaries
	V	Teaching Hours and Teaching Load
	VI	Class Size
	VII	Employment
	VIII	Teacher Employment
	IX	Teacher Assignment
	X	Transfers
	XI	Vacancies and Promotions
	XII	Positions in Other Programs in Sharon
	XIII	Evaluation
	XIV	Facilities
	XV	Use of School Facilities
	XVI	Sick Leave
	XVII	Temporary Leaves of Absence
	XVIII	Extended Leaves of Absence
	XIX	Sabbatical Leaves
	XX	Reduction in Staff
	XXI	Substitute Teachers
	XXII	Professional Development and Educational Improvement
	XXIII	Protection
	XXIV	Personal Injury Benefits
	XXV	Insurance and Annuity Plan
	XXVI	Textbooks
	XXVII	Deductions
	XXVIII	Consultation Procedures
	XXIX	General
	XXX	Strikes
	XXI	Early Incentive Plan
	XXXII	Duration