

A G R E E M E N T

Between

The School Committee
MASCONOMET REGIONAL SCHOOL DISTRICT
and
The Masconomet Teachers Association

Boxford, Massachusetts

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AGREEMENT

This Agreement is entered into this 24th day of April 2019 between the Masconomet Regional District School Committee (hereinafter referred to as the "Committee") and the Masconomet Teachers Association (hereinafter referred to as the "Association"), affiliated with the Massachusetts Teachers Association and the National Education Association.

PREAMBLE

Recognizing that our prime responsibility and purpose is to provide education of the highest possible quality for the children of secondary school age of the Masconomet District while realizing the most effective and prudent use of the tax monies expended toward achieving that end, and realizing that good morale and effective use of ideas and experience of the professional educators on the staff is both essential and fundamental to the achievement of that purpose, we, the undersigned parties to this Agreement, do hereby declare that:

- A. Under the laws of Massachusetts, the Committee, elected by the citizens of Boxford, Middleton, and Topsfield, which towns comprise the Masconomet Regional School District, has final and ultimate responsibility for establishing the educational policies of the Masconomet Regional School District.
- B. The superintendent of Masconomet has the responsibility of effectuating and implementing the policies so promulgated by the Committee.
- C. The teaching staff of Masconomet has the primary professional responsibility for providing total education of the highest possible quality, both in and out of the classroom.
- D. Fulfillment of these several responsibilities can best be facilitated and realized by consultations and the free exchange of professional views and information between the Committee, the superintendent, and the teaching staff in the formulation, application, and clear identification of those policies as they affect and define the wages, hours, working, and other conditions of employment for the teaching staff, wherefore the parties have executed this Agreement.

This Agreement is a complete agreement between the parties covering all the mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement only. All matters not dealt with herein shall be treated as having been brought up and disposed of, and the Committee shall be under no obligation to discuss with the Association any modifications or additions to this Agreement that are to be effective during the term thereof. No change or modification of this Agreement shall be binding on either the Committee or the Association unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE I

Recognition

Section 1:

Subject to any applicable provisions of state or federal law or regulation now or hereafter in effect, the Committee recognizes the Association as the exclusive collective bargaining representative of the classroom teachers of Masconomet, as more fully described in the unit description below in Section 2 hereof, pursuant to the terms and valid administrative interpretations of Chapter 150E of the General Laws of the Commonwealth of Massachusetts and any subsequent amendments thereto.

Consistent with law, the Committee agrees to give the Association reasonable notice of its intent to change, alter, or modify existing wages, hours, and conditions of employment of teachers at Masconomet, and further agrees to extend to the Association an opportunity to present its positions and otherwise negotiate the Committee's decision to change, alter, or modify said mandatory subjects of bargaining and its effects upon the teachers.

Unit Description

Section 2:

The collective bargaining unit represented by the Association and recognized by the Committee in Section 1 hereof is described as follows:

All full-time classroom teachers of Masconomet Regional School District, including but not limited to: (a)-instructors, (b)-guidance counselors, (c)-library media specialists and assistants, (d)-special educators, (e)-school adjustment counselors, (f)-part-time teachers, (g)-long-term substitute teachers (a long-term substitute shall be one with not less than 21 days of consecutive employment), (h)-coaches, (i)-faculty manager, (j)-instructional technology specialists, (k)-school nurses.

It shall exclude all other employees, including but not limited to: (a)-department heads and guidance director, (b)-the superintendent, (c)-principals and assistant principals, (d)-clerical employees, (e)-non-teaching personnel employed under Federal programs in which the School District may be under contract to the Federal Government, (f)-custodial employees, (g)-school doctor, (h)-supervisor of attendance, (i)-cafeteria personnel, (j)-other part-time employees whose positions do not require a teaching certificate, (k) Special Education Director and Assistant Special Education Director.

Furthermore, the School Committee agrees that any proposed new professional position shall come before the Association to determine whether or not it should be included in the collective bargaining unit.

ARTICLE II

Fair Practices

Section 1:

There shall be no discrimination, interference, retaliation, restraint, or coercion by the School Committee, Masconomet Teachers Association, or their respective agents against any teacher because of his/her membership or non-membership in the Association, activities on behalf of the Association, or because a teacher pursued or advanced rights and privileges contained in the Agreement or refused to do so.

ARTICLE III

Membership and Dues

The Committee agrees that after receipt of written authorization substantially in the form set forth at the end of this Article, or in the form of the payroll deduction form that is a part of the standard M.T.A. membership form, and prior to any revocation thereof, it will deduct from the salary of the teacher executing said authorization the amount designated thereon as Association Dues.

It is the express intent of the parties that the provisions of this Article be and are subject to the following conditions:

- (1) The sum that represents such Association dues shall annually be certified to the Committee by the president of the Association no later than October 15th of the school year in which the dues are to be deducted. This sum will be divided into fifteen (15) equal amounts and will be deducted for fifteen (15) successive payroll periods starting with the fourth (4th) pay check of the school year. If the sum once certified is changed, the amount deducted from the earnings of a teacher who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been received by the Committee from the president of the Association.
- (2) Deductions provided for above shall be remitted to the treasurer of the Association not later than the twentieth (20th) day of the month following the month in which the deductions are made. The Committee shall simultaneously furnish the treasurer of the Association each month a record of the teachers from whose earnings deductions have been made and the amount of the deduction.
- (3) Provided, however, that the Committee shall be under no obligation to make any such deductions as aforesaid after the termination of the term of this Agreement; and provided further that the Committee may immediately cease making such deductions at any time on behalf of a teacher upon receipt by the superintendent of a written notice of revocation or authorization from that teacher; or upon transfer of a teacher out of the unit defined in Article I, Section 2, of this Agreement (except that such deduction shall be resumed if a teacher is returned to a position included in the unit); or upon knowledge by the Committee that a teacher is no longer a member of the Association.

- (4) The Association agrees that it will indemnify and save the Committee harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Committee in accordance with the terms of this Article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Association on account of the deductions made from the earnings of such teacher or teachers.

PAYROLL DUES DEDUCTION AUTHORIZATION FORM

To: Masconomet Regional District School Committee
Boxford, Massachusetts

I hereby authorize and direct the treasurer of the Masconomet Regional School District to deduct from my salary, beginning with the fourth pay period of the school year, one-fifteenth (1/15) of the amount set as professional dues as established by the Masconomet Teachers Association (herein called the Association) and Massachusetts Teachers' Association and/or the National Education Association, as certified to you by the president of the Association. The said dues shall be deducted pursuant to this authorization and also pursuant to Article III of the Agreement between the School Committee and the Association, which is incorporated herein by reference. The aforesaid dues shall be deducted at the times agreed upon by you and the Association and thereafter remitted to the Association as agreed upon between you and the Association.

This authorization shall remain in effect until (a) the termination of the Agreement between the School Committee and the Association providing for such deduction, (b) my written revocation of this authorization (in which regard, I agree that at least thirty (30) days notice, in writing, shall be given to the School Committee in order to revoke this authorization), (c) my transfer out of the bargaining unit, except, however, that the School Committee is hereby authorized to resume my deductions in the event of my transfer back into the bargaining unit, or (d) knowledge by the School Committee that I am no longer a member of the Association.

Date: _____

Name: _____

ARTICLE IV

School Committee Responsibility and Authority

Section 1:

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest in the Committee responsibility to the people of the member towns comprising the Masconomet Regional School District for the quality of education in, and the efficient and economical operation of the Masconomet Regional School District, it is herein agreed that except as specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law and may lawfully exercise the same at its discretion without any such exercise being made the subject of a grievance or unfair labor practice charge.

Section 2:

The lawful exercise of any of the rights and powers of the Committee not specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement shall not become the subject of a grievance because such right or power is alleged to have been exercised inconsistently, or in violation of past practice or past or present policy; and in consideration and recognition of the means of legal redress provided by the laws of the United States and the Commonwealth of Massachusetts, no exercise of any such right or power of the Committee shall become the subject of a grievance because such exercise is alleged to have been in violation of any Constitution or law.

ARTICLE V

Grievances

The parties to this Agreement recognize the desirability of exerting an earnest effort to discuss and settle grievances at the earliest possible time and at the lowest possible administrative level. The Association agrees to make a careful investigation of a complaint before submitting it under the Grievance Procedure in order to ascertain whether, in its opinion, the grievance complaint is reasonable cause to believe that the claim is true in fact, and a claim that is of substance sufficient to warrant consideration.

Time limitations referred to in the following sections of this Article may be waived by written mutual consent.

Section 1:

Subject to the restrictions in Article VI of this Agreement, for the purposes of this Agreement, a grievance shall be defined as a complaint by the Committee, an employee, or a group of employees concerning wages, hours, or conditions of employment, or an allegation that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement.

Section 2:

It is understood and agreed that no grievance, dispute, misunderstanding, or difference between the parties arising out of acts that occurred prior to the execution of this Agreement shall be submitted by either party under the provisions of this Article.

Section 3:

To encourage the teacher to obtain satisfaction, as an individual professional, by directly contacting the person (or persons) who he/she feels to be responsible for, and/or who may be able to resolve his/her grievance, it is agreed that any individual teacher or group of teachers shall have the right at any time to present grievances to a supervisor, the principal, the superintendent, the Committee, or a representative of the Committee without the participation of the Association, provided that any adjustment of grievances so presented shall not be inconsistent with the terms and conditions of this Agreement, and provided further that a representative of the Association is to be given an opportunity to be present at any meetings and to be informed of the facts pertinent thereto, and to be informed, in writing, of any disposition or resolution of the matter, and, provided further, that the time-limits and procedures of this Article shall be applicable to any such proceeding to every extent that the context permits.

Section 4:

A grievance must be presented within ten (10) school days of the time when the teacher should reasonably have been aware of the occurrence of the act, decision, or ruling forming the basis of the grievance, and must be processed in accordance with the steps, time limits, and conditions as set forth below:

Step 1

The teacher shall present the grievance in writing during his/her non-teaching hours to his/her principal or department head (whomever in the grievant's judgment is best able to resolve the matter). In those cases where it is impractical for the teacher to present the grievance, and a waiver of the time limit has been requested and refused, the chair of the Professional Improvement Committee of the Masconomet Teachers Association (herein called PIC) may present the grievance to the department head or principal in the teacher's stead. Both shall meet informally to discuss the grievance at the earliest mutually convenient time (not to exceed five [5] school days). At the meeting, the teacher-grievant may, at his/her election, be accompanied by another member of the Masconomet teaching staff, and the principal or department head may, at his/her election, be accompanied by another member of the Masconomet administration or faculty. The principal or department head shall give the teacher- grievant his/her answer in writing within five (5) school days of the meeting.

Step 2

If the grievance is not satisfactorily settled, it shall be presented to the PIC by the teacher-grievant involved within four (4) school days after receipt of the answer of the principal or department head. The PIC shall as soon as possible (but in any case, within ten [10] school days) consider the matter, and, if it determines the grievance to be meritorious, shall proceed to Step 3.

Step 3

If the grievance is not satisfactorily settled, and the PIC considers the grievance meritorious, it shall be reduced to writing to the superintendent within the ten- (10) day time period contained in Step 2, supra.

The superintendent and, if he/she chooses, his/her designee, and the teacher-grievant and, if the teacher so elects, the president of the Association or his/her designee, shall meet within five (5) days to discuss the grievance. The superintendent shall elect whether or not this discussion shall take place during school hours. The superintendent or his/her designated representative shall give the teacher-grievant his/her written answer to the grievance within five (5) school days following the conclusion of the meeting, with a copy of the writing forwarded to the chair of the PIC. Any grievance affecting three (3) or more teachers shall be considered a policy grievance and shall, at the option of either party, be filed at Step 3 of the Grievance Procedure. Such a grievance shall be initiated by either the president of the Association (or his/her designee) or the superintendent (or his/her designee).

Step 4

If the grievance is not satisfactorily settled, it shall be presented to the Committee (in writing) within five (5) school days after the receipt by the PIC chair of the written answer of the superintendent (or his/her designee).

The Committee and the teacher-grievant and, if the teacher so elects, counsel, and/or the president of the Association or his/her designee, shall meet to discuss the grievance within fifteen (15) school days at a time agreeable to both parties. The Committee shall elect whether or not this discussion shall take place during school hours. The Committee as a whole shall hear any Step 4 grievance.

The Committee will give its written disposition of the matter to the superintendent and the chair of the PIC within five (5) school days following the conclusion of the meeting.

Step 5

If no satisfactory settlement of the grievance is made, it may in certain cases be appealed to arbitration by written notice of such intent to appeal within fourteen (14) calendar days after the written answer of the Committee under Step 4. Any appeal to Arbitration shall be made only in accordance with the procedures and conditions set forth in Article VI of this agreement.

Section 5:

The Committee, if it has any grievance, shall initiate the grievance through the superintendent by submitting the grievance (in writing) to the president of the Association. The Committee, or its designated representative, and the president of the Association or his/her designated representative, shall meet to discuss the grievance. The Committee, or its designated representative, shall elect whether or not this discussion shall take place during school hours.

The Association will give its written answer to the grievance within fifteen (15) school days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, the Committee may, in certain cases, appeal the grievance to arbitration in accordance with the procedures and conditions set forth in Article VI of this Agreement.

Section 6:

A grievance not initiated within the time specified shall be deemed waived. Failure of either party to advance a grievance to the next Step within the time limits specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further consideration.

Failure of the Committee, or any of its representatives in any level of this procedure, to answer within the time limit specified for that particular level, shall entitle the aggrieved party (or the Association) to proceed to the next step.

Section 7:

No reprisals of any kind will be taken by the Committee or any member of the administration or the Association against any party in interest, any school representative, any teacher, any member of the PIC, or any participant in the grievance procedure by reason of such participation in the procedure or refusal to participate.

It is agreed by the parties that "school days" as used in this Article shall, for periods of time between the closing of school in June and the re-opening of school in September, be construed as week days, excluding legal State or Federal holidays.

ARTICLE VI

Arbitration

Any grievance of the Association that clearly protests a discharge, suspension, reduction in rank, or deprivation of any professional advantage; the assignment of non-teaching duties; reprisal or retaliation for participation in the Grievance Procedure defined herein; or discrimination, interference, restraint, or retaliation because of a teacher's membership in or activities on behalf of the Association or an employee covered by this Agreement; or a grievance of the Committee alleging a specific violation of the provisions of Article VII hereof; and that remains unsettled after the procedures outlined in Article V hereof have been exhausted, shall be submitted to arbitration upon the written request of the Association or the Committee, subject, however, to the terms and conditions more fully defined below.

The Association and the Committee otherwise hereby specifically agree that all other grievance issues are excluded from demand arbitration and that they may be arbitrated only upon the mutual consent, in writing, of the Association and the Committee.

It is the express intention of the parties that only those disputes defined above in this Article that clearly come within these arbitration provisions shall be arbitrable. No other subject, direct or collateral, shall be arbitrable except by a mutual written agreement signed by the Association and the Committee.

Section 1:

The party initiating a grievance shall, if arbitrated, have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony or introduce any evidence.

Section 2:

In the event that the parties agree to submit an appropriate grievance to arbitration, or in the event that one of the parties demands arbitration, the complaint shall be referred to the American Arbitration Association (hereinafter AAA), which shall dispose of (or resolve) the issue(s) pursuant to their applicable regulations and procedures, provided, further, however, that:

- (a) the parties agree that bona fide claims of non-arbitrability shall be promptly raised within ten (10) days of the receipt by the Committee of the Notice of Intent to Appeal, which is referenced in Step 5 of Section 4 of Article V of this Agreement (but in no event less than forty-eight [48] hours prior to a scheduled hearing), or be deemed waived;
- (b) that bona fide claims as to non-arbitrability will be heard and decided at least forty-eight (48) hours prior to any hearing on the merits of a complaint; and
- (c) that the parties may jointly refer any such grievance to any other arbitrator mutually agreed upon in lieu of the AAA.

Section 3:

A stenographic record of the hearing shall be made if desired by either party or by the arbitrator. The cost of the stenographic record will be borne by the party making the request. In the event that the arbitrator desires such a record, the cost of said record shall be shared equally by the parties.

Section 4:

Except as mentioned above, each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and presentation of its own case. Any fees and expenses of the arbitrator shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection. In no event shall any present or future member of the Committee or the Association have any personal liability (either primary or secondary) for any payment under any provision of this Agreement.

Section 5:

After said hearing before the arbitrator, it shall be the duty and function of the arbitrator to make and render a written decision within thirty (30) days from the date the hearing closes.

The decision of the arbitrator shall be final and binding upon both the Committee and the Association and upon any employee or employees affected thereby, provided that it shall be restricted to an interpretation or application of the terms of this Agreement and shall in no way alter or expand the provisions of this Agreement or contain any recommendations thereto, and is based only upon facts and arguments, either presented by the parties or on which an opportunity to comment has been furnished the parties by the arbitrator. The arbitrator, in rendering his/her written decision, shall clearly state his/her findings of fact and conclusions upon which his/her decision is founded.

Section 6:

The parties are agreed that no restrictions are intended on the rights and powers of the Committee except those specifically and directly set forth in express language in specific provision of this Agreement.

In determining whether there is a specific and direct violation of express language of a specific provision of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in the Agreement and that evidence of past practice, past or present policy, and oral statements made during negotiations or at any time by either of the parties shall be inadmissible to alter the meaning of express language and shall not be considered by the arbitrator.

Section 7:

If either party disputes the arbitrability of any grievance in any appropriate court of laws or equity, it is agreed that said Court shall determine the question of arbitrability de novo, applying the principles set forth in Section 6 above without according any weight to any decision on arbitrability that may have been previously made by the arbitrator and/or any administrative agency in the same case.

ARTICLE VII

The Continuity of Employment

Section 1:

In recognition of its obligations under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Association hereby agrees and affirms that during the term of this Agreement, or any renewal or extension thereof, neither it nor any of its agents will engage in, incite, or participate, either directly or indirectly, in any unlawful interference with assigned or expected work, including: strike, sit-down, stay-in, slow-down, work stoppage, withholding of service, "professional day" absence, and/or consorted or intentional unauthorized absences.

Section 2:

The Association further agrees that, should any of the above-mentioned actions occur (regardless of the lack of Association connection with the activity), it shall put forward every effort to immediately have the activity terminated.

Section 3:

The Association agrees that if there is a violation of Section 1 of this Article by any member or group of members of the Association, the Committee may at its discretion apply disciplinary action, and that such action may be subject to grievance, but not to arbitration.

Section 4:

It is agreed that the Committee will not seek monetary damages against the Masconomet Teachers Association for a violation of this Article as long as, in the judgment of the Committee, the Association fully complies with the provisions of Section 2 hereof.

Section 5:

The Association further agrees that prior to seeking or recommending that any form of professional sanction or boycott be imposed upon the Masconomet Regional School District to, or by, the Massachusetts Teachers Association and/or the National Education Association, it will first exhaust its rights to remedy and relief under the provisions of this Agreement.

ARTICLE VIII

Duties and Responsibilities

Section 1:

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

Section 2:

The starting and dismissal times for students in the Masconomet Regional School District shall be determined solely by the Committee in conjunction with the Massachusetts State Board of Education standards to provide a school day which in gross length will be six (6) hours and thirty-five (35) minutes.

However, the Committee agrees that before a change in the aforesaid gross length of the school day is finally decided by the Committee or implemented by the superintendent, they will notify the Association of this intent within a reasonable time in order to allow time for the Association to meet with representatives to discuss the proposed changes and the effects of same upon the school and its teachers. For the purposes of this section, a "final decision" by the Committee shall mean a formal vote of Committee policy.

The length of the school day may be changed by the Committee to comply with any statute change in requirements or regulations by the Commonwealth of Massachusetts Department of Education or any state regulatory body.

The Committee agrees not to plan student activities at Masconomet to extend past 10:00 p.m. on Sundays through Thursdays.

Section 3:

The workday of teachers covered by this Agreement will commence fifteen (15) minutes before the school starting time for students, but no earlier than 7:25 a.m., and will end according to the following schedule:

Monday:	3:38 p.m.*	Thursday	2:53 p.m.
Tuesday:	2:53 p.m.	Friday	2:28 p.m.
Wednesday:	2:53 p.m.		

- * Exceptions:

Teachers may leave at 2:53 on Mondays on which there are no meetings scheduled. In addition, a teacher may leave before 3:38 on any Monday, provided all meetings to which she/he is obligated have ended. The leaving time for teachers on the first four early release days of the academic year is 2:53.

All teachers will provide extra help to their students Monday through Thursday until 2:53 p.m. Extra help may be canceled one day per month for professional purposes with the approval of the department head or the principal, and if there is one-day's notice given to the students.

All staff meetings shall be held on Monday or Tuesday. A schedule will be published one month in advance. No administrative meetings shall be held during a week that grades or progress reports are due except during the last week of the school year. Such grades shall not be due sooner than three (3) school days after grades or progress reports close, except in June. No teacher shall be required to attend more than three (3) such meetings per month, which shall total no more than 135 minutes in length.

Teachers are accountable for attendance at IEP meetings and parent conferences during the teacher workday.

All IEP Meetings and parent conferences held after 3:38 on Monday, and after 2:53 Tuesday through Thursday, or after 2:28 on Friday, will take place only through mutual consent of the teacher and administration. If a teacher cannot attend an IEP Meeting, the teacher will be accountable for appropriate written information at the conference.

The Administration will consult with the Association on an annual basis regarding the scheduling of all end of term examinations.

Section 4:

Effective September 1st 2015, the work year of teachers (other than new personnel, guidance counselors, and other personnel who must participate in new teacher orientation), under normal circumstances, will begin no earlier than the Wednesday before Labor Day or September 1st (whichever is earlier) and will terminate no later than June 30th. The work year will not include the Friday before Labor Day. The State Board of Education regulation establishing the minimum acceptable number of days schools of the Commonwealth must be in session (presently one hundred eighty [180] days) is recognized by both parties to this Agreement as one of the controlling factors in the length of the work year for teachers, as is the date on which Labor Day falls and its bearing on the determination of the opening date of school for students. In order that proper preparations can be made for the orderly opening of school, it is recognized and accepted by the parties to this Agreement that, for the reasons stated above, guidance counselors, new personnel, and those persons enumerated above responsible for new personnel orientation may be required in some years to report for duty from one to two days prior to the opening of school. The counselor's work year will consist of no more than one hundred ninety (190) days. Counselors will report six (6) days prior to the beginning of the school year, will remain one (1) day at the end of the first semester, and will remain three (3) days after the close of the school year.

Circumstances considered to be other than normal as applied to this section that may require school to be in session longer than the stated time will require a mutual agreement between the Committee and the representatives of the Association.

The Association will be permitted to review and provide input to the school calendar before the Committee adopts the final draft. Except for unforeseen circumstances, the official school calendar, once it is established by the Committee, shall not be changed.

The teachers' work year will consist of no more than one hundred eighty-four (184) days, one hundred eighty-one (181) teaching days and three (3) non-teaching days. Non-teaching days shall consist of the day before students begin the school year, one (1) day at the end of the first semester, and one (1) day beyond the established closing date for students at the end of the school year. The second (2nd) day will be used for closing out first semester grades and preparing for the second semester. No administrative meetings will be held on the day between semesters, however, teachers may participate in District-sponsored professional development activities on a voluntary basis.

Any teacher who agrees to work in excess of one hundred eighty-four (184) days, at the request of the Administration, shall be compensated at the rate of one one hundred eighty-fourth (1/184th) of his/her annual salary, per day.

Section 5:

Teachers may be required to attend four (4) school-run evening duties during the school year. All teachers will be assigned three evening duties before any teacher is assigned a fourth duty. No duties shall extend beyond 10:00 p.m. on Sunday through Thursday evenings. The only exception to this shall be the "Senior Banquet." Any such duty which exceeds five (5) hours shall constitute two (2) duty assignments. If a duty falls on a day when school is not in session, the teacher will be paid at the hourly rate specified in "Appendix B" of this Agreement for Intramural Coaches. This does not include any teacher who is receiving a stipend for that function. Compulsory attendance at evening meetings or functions shall be equally divided as much as reasonably possible by the principals among all personnel of the school included in the bargaining unit as described in Article I, Section 2, of

this Agreement. Attendance at other than compulsory evening meetings or functions shall not be cumulative and shall be at the discretion of the individual teacher.

Eighth-grade teachers will not be required to be present for the annual eighth-grade dance unless they have been assigned that duty. Any eighth-grade teacher who requests the eighth-grade dance as a duty will be given preference over those teachers who have not so requested it. However, twelfth-grade homeroom teachers will be present for graduation ceremonies unless there are extenuating circumstances. In the event that such attendance results in any such teacher having to work an evening duty beyond the requirement as set forth in this section, then he/she shall be compensated at the same hourly rate specified above, with a two- (2) hour minimum payment. Other teachers volunteering for an additional duty night will be compensated at the same rate. It is agreed that principals will make every effort to avoid assigning duties beyond the requirement as set forth in this section, if possible, through equitable division of annual duty assignments.

Teachers will be excused from extra help any day on which they have an evening duty, such as a regularly scheduled parents' night, or parent conferences as in the Middle School.

Section 6:

Teachers will have a duty-free lunch period of no less than thirty-five (35) minutes, including passing time.

Section 7:

Teacher participation in stipend programs shall be voluntary.

Section 8:

Supervision of practice teachers shall usually be conducted by teachers with professional teacher status. The assignment of all practice teachers will be a responsibility of the principal. In making such assignments, he/she shall, with the assistance of the department head concerned, take into consideration the academic load schedule and record of similar past supervision assignments of the classroom teacher being considered for this assignment. Also to be taken into consideration in making such assignments is the desirability of avoiding situations arising that would result in any student or group of students having more than one practice teacher during any given practice teaching period. As nearly as possible, assignments of teachers to supervise practice teachers shall be equally divided among all classroom teachers with professional teacher status. Classroom teachers may, however, volunteer for such assignment and, in fact, are urged to do so in the interest of developing competent and well-trained teachers for the profession.

Section 9:

Teachers shall not be assigned the following or similar duties: cafeteria duty, bus duty, lavatory duty, or parking lot duty, but they shall continue to assist in the maintenance of an orderly school environment. Teachers may be assigned such duties in lieu of other supervisory responsibilities by mutual agreement with the principal.

Section 10:

By mutual agreement, teachers may be assigned corridor duty in lieu of other administrative assignments, not to exceed one (1) period in length nor thirty (30) periods per year.

ARTICLE IX

Assignment

Section 1:

The normal workload of a classroom teacher will include up to thirty (30) teaching periods per cycle, six (6) preparation periods (one [1] per day), and six (6) periods of professional duties per cycle. However, every teacher will be assigned three periods of professional duties per cycle before any teacher is assigned a fourth duty. The intent of the Committee and the administration in the matter of teacher assignment is that of being as fair and equitable as possible, always keeping in mind the best interest of both teachers and the students to be served.

By mutual agreement of teacher and principal, a teacher may opt not to have one preparation period per day, but must have six (6) preparation periods per cycle. An exception to this is that teachers in their first year at Masconomet and who have had three years or less teaching experience will not be assigned the six (6) professional duties. First-year teachers in the Middle School will, however, be expected to attend team meetings.

Professional duties may include:

- a. Regularly scheduled parent conferences.
- b. Assigned or approved curriculum revision or development.
- c. Posted availability for assigned individual student help or counseling.
- d. Posted small group discussion, department approved or assigned.
- e. Mini-course teaching (voluntary with administrative approval so long as full teaching load does not exceed thirty-three [33] periods per cycle).
- f. Study hall supervision (at a ratio of fifty [50] students maximum per one adult).
- g. Resource room assignments.
- h. Team meetings or other regularly scheduled meetings of an educational, student- oriented nature.
- i. Open labs.
- j. Supervision of student activities such as clubs, games, etc.
- k. Other assignments mutually agreed upon between department head, teacher, and principal.
- l. Teachers may be assigned to supervise a homeroom/attendance room. This attendance duty may not exceed fifteen (15) minutes per day. Any time in excess of fifteen (15) minutes per day will be counted as part of the three periods of professional duties.

After consultation with the teachers and the department heads, the principal will assume responsibility for assigning professional duties. Professional duties will be distributed equitably among all currently employed members of the bargaining unit.

It is agreed that in an emergency teachers may be assigned more than the normal teaching load, but only as a temporary expedient and for a reasonable length of time not to exceed one (1) marking period.

If such an emergency assignment is deemed necessary, said teacher will receive additional compensation after performing such duties for five (5) school days. The amount of compensation shall be retroactive to the first day of said duty and will be determined in the following manner:

One one hundred eighty-fourth (184^{th}) of the teacher's annual salary divided by the number of periods in a normal school day. This represents the teacher's daily salary for each additional class.

If a teacher is assigned to cover a class for a teacher who is absent, the remuneration will be thirty (30) dollars per class for a period of forty-seven (47) minutes and forty (40) dollars per class for a period of fifty-nine (59) minutes.

A teacher may, by mutual agreement, take more than a normal load for an extended period of time. The amount of additional compensation will be determined as follows:

1. If the teacher takes a normal load of professional duties along with a teaching overload, the daily salary for each additional class will be one one-hundred eighty-fourth ($1/184^{\text{th}}$) of the teacher's annual salary divided by five (5);
2. If the teacher is relieved of his/her professional duties, the daily salary for each additional class will be one one-hundred eighty-fourth (184^{th}) of the teacher's annual salary divided by seven (7).
3. If a teacher teaches more than 236 minutes per day, said teacher will receive additional compensation. The additional compensation will be determined as follows:
 - a. The teacher's annual salary (which includes Associate Master Teacher, Master Teacher and longevity pay) is divided by the number of teaching minutes in the school year to determine the per-minute pay rate.
 - b. The number of additional teaching minutes is multiplied by the per-minute rate as calculated in (a) and multiplied again by the number of teaching days. This amount is added to the teacher's salary to determine a new annual salary.

Teachers who become unassigned because of early release of seniors may be assigned to cover classes, complete curriculum work, administer MCAS testing, or other professional duties as defined by Article IX, Section I. Professional duties will be distributed equitably among unassigned bargaining unit members by the principal or assistant principal.

The Committee shall be permitted to adopt a different class or bell schedule as long as the total number of teaching minutes does not exceed 236 minutes per day.

Section 2:

The size of classes insofar as possible shall be predicated upon the methods and materials of instruction, the physical facilities and equipment available, and the recognized goal of a teacher- pupil ratio that makes for the most efficient and effective learning experiences for students.

Should a dispute arise under the provisions of this section, it may be appealed directly to the superintendent if it cannot be adjusted by the teacher with his/her department head and his/her principal. The decision of the superintendent will be final and binding. In no event are the provisions of this section to be considered a grievance within the meaning of the Grievance Procedure contained in this Agreement.

Section 3:

Under normal circumstances teachers will not be required to teach in more than two (2) general subject areas nor in more than three (3) levels of the same subject in any semester. An exception to the above shall be assignment of teachers to classes in the curriculum in their general area of competence, by mutual agreement among members of the administration and faculty members involved that such assignment would be in the best interest of the students. Teachers are required to be adequately prepared for each class and shall devote sufficient time in preparation each day in order to accomplish this end.

Any online course or online section of a course taught by Masconomet teachers to Masconomet students during the regular academic year will count toward the teacher's teaching schedule. No Masconomet teacher's workload will be reduced by online courses taught by non-Masconomet faculty. No more than 20 students may enroll in any given section of an online course. Students may be granted Masconomet credit only for online courses that are part of an approved course of study.

Section 4:

Teachers will be notified in writing of the grade, subject, and courses they will teach for the entire coming school year, including the school to which they will be assigned and any special or unusual classes they will have, with reasonable certainty, consistent with the uncontrollable changes required in assignments that normally occur, as soon as practicable after the assignments have been made by the administration, and, under normal circumstances, not later than June 15th of the preceding school year.

Section 5:

In keeping with the long-established policy of the Committee and the administration, teachers will not be assigned, except temporarily and for good cause, to teach classes for which they are not certified or which are outside the scope of their major or minor fields of study.

Section 6:

A list of professional positions and/or overloads open in the regular day school, the adult evening school, the summer school, and under Federally-funded programs operated by the school individually or jointly with one or more other school systems, will be publicized by posting of notices as far in advance as reasonable in the faculty workrooms of each school. During the summer vacation months of July and August, notification of any such openings

will be communicated in writing to those staff members whom the administration feels are qualified to be applicants. Said notices shall set forth the general qualifications for the position(s), a general description of the duties, and the rate of compensation.

The selection of the professional employee to fill the position shall be at the discretion of the principal, with the approval of the superintendent. It is the Committee's intent to continue the practice of teacher participation in the selection of personnel. The superintendent will furnish the names of teachers participating in the selection process to the Association president upon request.

Section 7:

In the event that it becomes necessary, for any reason, to reduce the number of employees included in the bargaining unit defined in Article I, Section 2, the following order and procedure will be applied:

1. Normal attrition will be used. That is, teachers who resign, retire, or who otherwise terminate their employment in departments to be reduced shall not be replaced.
2. Teachers with professional teacher status shall not be laid off if there is a teacher without professional status whose position the teacher with professional teacher status is qualified to fill. For the purposes of these provisions, qualified means that the teacher has professional teacher status:
 - (a) the educator possesses the certification required by Chapter 71, Section 38 G, of the General Laws of the Commonwealth of Massachusetts and meets the standards of the Every Student Succeeds Act (ESSA);
or
 - (b) the laid-off educator notifies the District within five (5) school days of being laid off that he/she anticipates obtaining the required license for an existing vacancy or the license required for a position held by an educator without professional teacher status (PTS) on or before August 15th of the current calendar year. The laid-off educator will identify a single license matching the required license for the vacancy or the position held by a non-PTS educator.

Upon such notice by the laid-off educator the District will freeze hiring for a vacancy matching the license until August 15th of the calendar year or will non-renew a non-PTS educator whose position requires the identified license. Any vacancy, including one created by the non-renewal of a non-PTS educator, will be filled with a licensed educator after August 15th of the current year.

No teaching position will be divided to create a part-time vacancy for a laid-off educator and no other teacher will be involuntarily transferred in order to create a vacancy for a laid-off educator.

In order to assist the laid-off educator, the District will include in the notice of lay-off, a listing of anticipated vacancies and the required license for each, and a listing of the licenses under which all non-PTS educators are working.

Any teacher with professional teacher status who moves into another discipline by any of the means outlined in this Subsection 2 then shall be considered the most junior teacher with professional teacher status in the discipline for the next three full school years and shall be first laid off after all personnel without professional status, if a teacher with professional teacher status in that discipline is to be laid off. At the end of said three-year period, the provisions of Subsection 3 shall apply to said most-junior teacher.

Included with what is required by Chapter 71 § 42 of the General Laws of Massachusetts, a teacher with professional teacher status that holds a professional license is more qualified than a teacher with professional teacher status that does not hold a professional license. A teacher with professional teacher status that has held a professional teacher license for at least five (5) years is more qualified than a teacher with professional teacher status that has not held a professional license for at least five (5) years.

3. If a reduction in teaching staff results in the layoff of a teacher with professional teacher status, layoffs among equally qualified teachers (according to Article IX, section 7, number 2 above) will occur by department first and then by classification in the following order:

teacher with professional teacher status - 0-3 years of experience as a teacher who has bumped into the Department

teacher with professional teacher status - 1-3 years of experience in the Masconomet school system

teacher with professional teacher status - 4-8 years of experience in the Masconomet school system

teacher with professional teacher status - 9-13 years of experience in the Masconomet school system

teacher with professional teacher status - 14-18 years of experience in the Masconomet school system

teacher with professional teacher status - 19-23 years of experience in the Masconomet school system

teacher with professional teacher status - 24-28 years of experience in the Masconomet school system

teacher with professional teacher status - 29+ years of experience in the Masconomet school system, or teachers who have achieved Master Teacher status

All teachers will have completed a year's experience as of the last working day in June, provided they have received compensation under Appendix A for at least 92 days of that school year. It is at that time that eligible teachers will move to the next reduction-in-force category, which is the day following the last day of the second year listed.

Teachers in the 29+ Masters teacher category will be ordered by strict seniority measured by the date of original employment in the District. "Years of experience" shall be defined as the length of continuous service in the District for which compensation, as defined by Appendix A, is/was received. Unpaid leaves for approved study that is confirmed by a transcript of completed course work from an accredited university, teaching abroad, or participation in government service or national service organization such as the Peace Corps and VISTA, will count as years of experience at Masconomet. Child-rearing and maternity/paternity leave taken prior to FY93 will count as years of service. Other unpaid leaves will neither accrue toward nor interrupt experience at Masconomet. All paid leaves will count as experience at Masconomet.

4. Within a classification to be affected by layoff of teachers with professional teacher status, the following considerations, as exemplified by all department members in said classification, shall be considered in determining the order in which personnel shall be laid off: years of subject area teaching experience in the system, major and/or minor fields of study, and quality of teaching performance. In cases in which the above factors are equal, the teacher whose date of original employment in the District is most recent shall be the first to be laid off.
5. A teacher so affected by a reduction in staff shall be notified within five (5) days of the close of the last annual Town Meeting in the District (but no later than May 20th) of the school year preceding the year in which the reduction is to take place. Said notification shall include a statement of reason for the reduction of staff as it pertains to the individual teacher.

A teacher with professional teacher status who has been so notified of the Committee's intention to reduce-in-force shall have the right to that portion of any opening for which he/she is qualified (under Subsection 2 above) that will help to restore him/her to that portion of a position he/she held prior to his/her initial reduction-in-force, but in no case more than a full-time position. A teacher who is not subject to R.I.F. and who volunteers to accept a partial or full reduction-in-force will have rights to recall to restore him/her to the level of employment held prior to volunteering for R.I.F.

If the teacher wishes to have his/her layoff treated as an involuntary leave of absence rather than a dismissal, said teacher shall notify the superintendent in writing not later than fourteen (14) calendar days of receipt of the notification and will agree in writing not to exercise any rights that he/she may have pursuant to Chapter 71, Section 42 or 43A, of the Massachusetts General Laws. The waiver shall be in the form attached hereto as Appendix C. Any teacher who does not execute the waiver will subsequently have his/her layoff treated as a dismissal pursuant to General Laws, Chapter 71, Section 42.

6. If vacancies occur, if new positions are added or positions reinstated, teachers with professional teacher status laid off under these provisions who are qualified under the provisions of Subsection 2 above shall have right of recall before other applicants are given consideration for a period of three (3) full school years beyond June 30 of the year in which he/she receives notice of layoff, subject to the following: Subsequent to the application of Subsection 5, Paragraph 2, teachers shall be recalled to the department(s) in which they have Masconomet teaching experience before the opening is filled by any other person. Recall to areas of qualification in which they have no Masconomet teaching experience shall occur before the position is filled from outside the system.

Notification of open positions shall be sent by registered or certified mail to all teachers on the recall list at their last address of record to determine qualification and interest in the position. Said teachers shall have seven (7) days after receipt in which to respond indicating their interest and outlining their qualifications.

It will be the responsibility of the teacher to provide in writing to the superintendent's office his/her present address and the status of course work completed and certification received.

Recall notice shall then be sent to the appropriate teachers, who shall have seven (7) days after receipt to accept the position. Acceptance will be by a telephone call to the superintendent's office, confirmed by a certified or registered letter.

7. While members of the bargaining unit continue on layoff as defined in Subsection 6 above, the Committee agrees not to hire any new teachers unless (1) no teacher on layoff is qualified to fill a position, and (2) all qualified teachers on layoff have declined the offer to fill the vacancy.
8. Subject to provisions of Chapter 32B of the General Laws of the Commonwealth of Massachusetts, laid-off employees may continue group insurance coverage for the maximum time period allowed by law, as long as they remain on recall, by reimbursing the District for the entire premium cost.
9. Teachers laid off under the provisions of this section shall be given priority on the substitute list, if they choose to be so recorded.
10. Transfer shall refer to the partial or total reassignment of a teacher, either voluntarily or involuntarily, from one discipline to another, other than by the "bumping" provisions of Article IX, Section 7.

Any teacher who so transfers after September 1, 1983, shall continue to accumulate experience in the discipline he/she left as well as in the discipline into which he/she has transferred. At the end of a three-year (3) period, the teacher will be placed into the appropriate classification as outlined in Subsection 3 of this Article and will be considered a member of the department to which he/she has transferred.

A teacher who is split between two or more departments shall accumulate experience in both/all such departments for as long as he/she is so assigned.

Should a teacher ever return to a department in which he/she has previous Masconomet experience, then he/she shall be credited with all those full years of experience at Masconomet as a member of that department.

If a reduction-in-staff is to occur during the first three years of the transfer in the teacher's new discipline, then he/she must be returned to his/her original discipline before any other teacher with professional teacher status is removed from the new discipline. Should this, in turn, require a reduction in the original discipline, then the provisions of this Sub-section 10 shall first be applied there, followed by the provisions of Sub-section 3, if necessary. However, if the intent of the transfer, either partial or full, is to reduce or eliminate a RIF of another teacher or is involuntary, the following must also be applied: If the transferee becomes subject to RIF in his/her new department within six (6) years of his/her transfer, the transferee must be returned to his/her original department before the RIF can take place. Should this occur, years of experience in the new department will accrue to the old department as well.

All teachers who are transferred from one department to another will be given a letter by the superintendent stating the reason for the transfer and whether it is voluntary or involuntary. A copy of this letter will also be sent to the chair of the Professional Improvement Committee.

11. No teacher on the recall list after September 1, 1983, via dismissal proceedings shall be recalled before all qualified teachers who are on the recall list via involuntary leave of absence proceedings have been offered the position.
12. In cases where there is uncertainty regarding this section of the Agreement, the superintendent and the Association representatives will meet and confer to attempt to determine the proper interpretation. The Committee action taken following said meeting shall not restrict the teacher's or the Association's rights under Article V, VI, or any other portion of the Agreement.

ARTICLE X

Protection

Section 1:

The School Committee and the Association agree that complaints involving teachers are best and properly resolved by the parties involved. To that end, the administration will advise persons complaining about the actions of a teacher that it is our policy to encourage complainants to deal with the teacher directly.

If an administrator receives an anonymous telephone complaint, the administrator will ask the caller to identify himself/herself and will tell the caller the complaint cannot be considered if the caller remains anonymous to the administrator. The administrator may, in the administrator's discretion, choose to hear the complaint if the complainant insists on remaining anonymous, provided the administrator informs the complainant that no action will be taken without the complainant making his/her identity known to the administrator.

If the complainant is willing to identify himself/herself only to the administrator, the administrator may conduct an informal investigation to determine if the complaint is tenable or feasible. However, unless the complainant is identified to the teacher, no formal response may be filed nor may any other files of the investigation be kept, except in accordance with this section.

The superintendent and other administrators may establish administrative working files to organize and maintain information that has been received and may conduct the following and similar types of activities to determine whether a complaint is feasible or tenable. Before any of the following take place and within five (5) school days after the administrator's receipt of the complaint, the teacher(s) involved shall be notified by the responsible administrator that an investigation, which may include the following, is underway:

1. Meet with students, parents, or others who wish to have their identity kept confidential. However, the administrator shall advise such persons that no action can be taken if a complainant remains anonymous.
2. Initiate investigations concerning the accuracy of complaints received.
3. Review relevant information with other staff and administrators.

If the complaint is deemed serious enough, in the opinion of the superintendent or administrator, to warrant keeping a formal report (or reports) that could be used in future evaluations and become part of the staff member's official file, the staff member will be so notified by the superintendent or administrator. Such notification shall include the following information in writing concerning the complaint(s):

1. A description of the alleged offense;
2. The time and location of the alleged offense;
3. The identity of the complainant;
4. The identity of the persons who have provided information regarding the complaint;
5. The administrator's conclusions or the results of the administrator's evaluation of the complaint.

No information included in a report shall have been in the possession of the administrator for more than two (2) months. The report will be signed by the appropriate administrator. The report will state that it is an investigation under Article X, Section 1, of this Agreement. After receiving the report, the staff member shall have the opportunity to include his/her explanation or response as part of his/her record. The staff member shall have eight (8) school days to submit such explanation or response. During the summer vacation period, the eight- (8) day response requirement shall not apply (except by mutual consent) but shall be moved to the first eight (8) days of the next school year.

Section 2:

Teachers will immediately report to the superintendent in writing, with copies of the report also given to the principal, all cases of actual or suspected assault and/or battery suffered by them in the course of their employment in the school. Likewise, teachers will report in writing, as above, any incident that involved the touching of an individual and that might, in their opinion, give rise to a charge of assault and/or battery against them.

The teacher's report will be forwarded to the Committee or its designee. The Committee will comply with any reasonable request from the teacher or the Association for information in its possession relevant to the incident and persons directly involved, and will otherwise reasonably act and cooperate with the teacher, police, and the courts to the extent it is possessed of such knowledge, reports, and information of the incident as the employing authority; provided, however, that the Committee deems such action to be reasonably within the best interests of the school.

Section 3:

The private and personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may interfere with the teacher's responsibilities and effectiveness with students and/or the school system.

ARTICLE XI

Section 1:

Consistent with the usual and existing practices at Masconomet, all monitoring and/or observations of the work performance of a teacher will be conducted openly and in a professional manner. Teachers will be given a copy of each administrator's or supervisor's evaluation report before the composite is made.

Section 2:

Teachers whose service has been rated unsatisfactory or who have been formally criticized or reprimanded by a supervisor in any respect shall be notified of such action and shall have the right, upon request, to meet with the rating or evaluating supervisor who shall review and fully explain the rating of the teacher. Said reviewing supervisor shall also define and suggest to the teacher areas for remedy and improvement of the rating, criticism, or reprimand.

With regard to the personnel file or folder of all teachers, the Committee hereby reaffirms its belief in and compliance with the so-called "open folder rule" of the laws of the Commonwealth as more fully explained in Chapter 71, Section 42C, of the General Laws that preserve a teacher's right to examine and copy "personnel folder, files, cards, and records" concerning either the teacher or his/her work, provided that such examination shall be in the presence of a school official or his/her designee.

Teachers shall receive a copy of any material that could be construed as professionally unfavorable, in part or in whole, and that is designated as intended for the teacher's personnel folder. Teachers shall be given the opportunity to submit for placement in the folder their response, to be attached to the material in question.

However, consistent with the cited statute, it shall be the responsibility of the individual teacher to request and periodically review his/her folder. The Committee urges teachers to review regularly their personnel folders in order to protect fully their rights and to implement fully the terms, provisions, and tenets of this Agreement.

Section 3:

The Association recognizes the authority, discretion, and responsibility of the superintendent, principals, and department heads for disciplining or reprimanding a teacher or recommending such action for delinquency of professional performance or standards, conduct unbecoming a teacher, or other good cause.

Section 4:

No teacher shall be disciplined, reprimanded, suspended, reduced in rank or compensation, deprived of any professional advantage, or dismissed without good cause. This provision shall not apply to the statutory non-renewal of a teacher without professional status.

The Association agrees that in the event of a suspension or discharge of a teacher, compliance by the Committee and/or administration with the various steps and provisions of the Grievance Procedure contained in this Agreement shall constitute full satisfaction of the provisions of the General Laws of the Commonwealth as they pertain to such action, particularly Chapter 71, Section 42, and said Association does hereby waive any and all rights at law in equity to appeal on the sole basis of the Committee's non-compliance with said statute.

In consideration of the fact that this Agreement contains mutually agreed upon provisions for final and binding arbitration regarding alleged unjust Committee and/or administrative action under this Section, the Association further agrees that full compliance with the arbitration provisions of this Agreement and Chapter 71 of General Laws of the Commonwealth of Massachusetts by the Committee and/or administration with respect to the suspension or discharge of a teacher resulting in a final and binding decision under this Agreement shall fully exhaust the remedies of the Association in that regard. The Association does hereby waive any and all rights at law or in equity to appeal, on the merits, any final and binding decision made under the Arbitration provisions of this Agreement pursuant to Chapter 71, Section 43A, of the General Laws.

Section 5:

The Committee will, upon written request, provide the Association with relevant documents as will reasonably assist the Association in developing intelligent, accurate, current, informed, and constructive programs on behalf of the teachers and their students.

The Committee, upon written request, will provide the Association with reasonably relevant material as is necessary to enable the Association to fully protect the rights of its members and to interpret and police this Agreement. The written request will contain a list of the information, the document or evidence required, the form in which it is requested, and the issues to which the information is relevant. The Committee reserves the right to discuss the form and expense of supplying requested information to the Association.

ARTICLE XII

Association Activity

Section 1:

The Association is hereby granted, without cost, the privilege of using school buildings during hours other than those specified in Article VIII, Section 3, for Association meetings. The Association will notify the principal of the school in question of the time and place of the meeting at least twenty-four (24) hours in advance.

Section 2:

The Committee will supply one (1) bulletin board in the faculty workrooms of each school for the exclusive use of the Association.

The Committee will supply the Association with a mutually agreeable office space if such space is available.

Section 3:

In order to facilitate the conduct of negotiations and other matters of mutual concern with the least possible expense to the District, the parties agree to normally conduct negotiations and to schedule arbitration, fact-finding, and other judicial or administrative proceedings at reasonable times when the school is not in session. If the Committee schedules negotiations at a time when school is in session, the representatives of the Association who are actually conducting the negotiations shall attend without loss of pay or benefits in order to permit their participation in such meetings. A teacher whose appearance is required before any judicial, quasi-judicial, or administrative tribunal, including but not limited to arbitration, mediation, or fact-finding proceedings, shall not lose any compensation for the performance of such obligations if the teacher's presence is required by the Committee. If the Association requires the teacher to be present for any of the above listed proceedings, the Association shall pay for the cost of the substitute.

Section 4:

The president of the Association on or before June 15th each year will notify the superintendent of the names and addresses of the officers, members of the Professional Improvement Committee, and other authorized agents of the Association.

Section 5:

Neither the president of the Association nor the chair of the PIC shall be assigned homeroom, corridor duty, study halls, or school-wide detention halls during the school year he/she is in office.

Section 6:

Communication among members of the professional staff concerning Association matters on Masconomet Regional School District property will take place only while all of the members involved in such communications are on break or other free non-teaching time, and not in the hearing of students.

Section 7:

Copies of this Agreement, or its revisions, shall be printed and distributed to all teachers employed by the Committee as of the effective date of the Agreement, or within thirty (30) days of ratification by both the Association and the Committee, whichever occurs last. The Committee shall also furnish forty (40) additional copies of the Agreement, or its revisions, to the Association for its use each year. The expense of printing the Agreement shall be shared equally by the Committee and the Association.

ARTICLE XIII

Salary Policy and Schedules

Section 1:

The Committee, recognizing the far-reaching influence and importance of a sound policy governing the salaries of the professional employees of the Masconomet Regional School District, agrees to employ as teachers and other professional personnel included in the bargaining unit as described in Section 2, Article I, of this Agreement only those persons who have high ethical and moral standards, are of unquestioned integrity and character, and have prepared specifically for teaching at the secondary level. It is further the avowed intent of the Committee to employ experienced teachers insofar as it is able to do so, and likewise to spread as equitably as possible the duties carrying extra compensation among members of the professional staff depending on their interests and abilities.

Section 2:

The parties to this Agreement recognize and accept the following purposes for which the salary policy and its accompanying schedules of compensation are designed, as being to their mutual self-interest:

- (1) To attract and retain teachers and professionals of excellence.
- (2) To provide incentives to members of the professional staff for improvement in teaching performance during their entire professional careers with the District.
- (3) To suitably recognize and reward experience, ability, and performance of teachers.
- (4) To assure that well-organized, valid judgments of teaching performance will be translated into attractive financial awards for meritorious achievement.
- (5) To assure that once teachers enter the employ of the District, their salaries will be commensurate with the value of the service rendered.
- (6) To provide for stability, efficiency, and a high esprit de corps among all members of the teaching staff.
- (7) To provide an orderly means for the equitable compensation of all teachers at all levels of competence.
- (8) To provide the Committee with an orderly, businesslike plan for estimating salary items in the annual budget.
- (9) For the administration to provide coverage for any teacher who is absent to participate in any activity approved by the superintendent.

Section 3:

The salary of each teacher covered by this Agreement shall be determined pursuant to the remaining sections of this Article.

Section 4:

Salary Schedule A Salary Schedule B, and the Extended Service Salary Schedule are those shown in Appendix A of this Agreement.

Section 5:

There will be four (4) Teaching Classifications as follows: Teacher without Professional Status, Teacher with Professional Status, Associate Master Teacher, and Master Teacher. The last two are merit classifications for which all members of the professional staff, except department heads, that have attained professional teacher status are eligible to apply. Application procedures and the evaluation process and criteria to be employed in connection with eligible applicants desirous of attaining either of these last two classifications for meritorious performance are set forth in Appendix F of this Agreement. Note: "Experience" in this section refers to years of experience as defined in Article IX, Section 7, Sub-section 3.

Any bargaining unit member actively employed prior to August 15, 2016 must apply for Associate Master Teacher classification by December 30, 2018 in order to be eligible for this section.

For faculty who begin active employment as a faculty member after August 15, 2016 or (who were employed before that date but are not approved as an Associate Master teacher by August 14, 2019), the Associate Master and Master teacher classifications are no longer offered as part the salary policy or schedule.

Note: Actively employed means working as a permanent member of this bargaining unit during FY16 (substitutes are excluded).

The description of each of the above classifications is as follows:

(1) Teacher without Professional Status –

- a. Definition: A beginning teacher, or one with less than three (3) years teaching experience under a valid Massachusetts teaching certificate.
- b. Requirement: Bachelor's Degree

(2) Teacher with Professional Status –

- a. Definition: One with three (3) or more years teaching experience at Masconomet under a valid Massachusetts teaching certificate or at the discretion of the Superintendent in one (1) or more other school systems, under a valid Massachusetts teaching certificate.
- b. Requirement: Minimum Department of Education requirements.
- c. Placement on Salary Schedule: On steps four (4) through thirteen (13), according to experience and degree.

(3) Associate Master Teacher –

- a. Definition: One with three (3) or more years experience at Masconomet (i.e., has achieved professional teacher status) and who has voluntarily applied for such classification by the evaluators on proven meritorious performance.
- b. Requirement: Bachelor's Degree
- c. Placement on Salary Schedule: (1) is eligible to receive a merit award of \$1222 (FY20) and \$1222 (FY21). (2) On September 1st next following his/her appointment to this classification by the Committee, the teacher will have \$407 added to his/her salary as determined by the Masconomet Regional Teachers' Agreement. On September 1st of the following year, the teacher will have \$814 added to his/her basic salary as determined by the Masconomet Regional Teachers' Agreement. On September 1st of the following year and for all time thereafter, the teacher will have \$1222 added to his/her salary as determined by the Masconomet Regional Teachers' Agreement.
- d. Each teacher who is awarded the designation "Associate Master Teacher" is expected to participate in a minimum of one standing or ad hoc committee per year.

(4) Master Teacher –

- a. Definition: One who has been classified for three (3) years as Associate Master Teacher and has voluntarily applied for and has been awarded such classification by the Committee upon the recommendation of the evaluators for continued proven meritorious performance.
- b. Requirement: Master's Degree
- c. Placement on Salary Schedule: (1) is eligible to receive a merit award of \$1222 (FY20) and \$1222 (FY21). (2) On September 1st next following his/her appointment to this classification by the Committee, the teacher will have \$407 added to his/her salary as determined by the Masconomet Regional Teachers' Agreement. On September 1st of the following year, the teacher will have \$814 added to his/her basic salary as determined by the Masconomet Regional Teachers' Agreement. On September 1st of the following year and for all time thereafter, the teacher will have \$1222 added to his/her salary as determined by the Masconomet Regional Teachers' Agreement.
- d. A teacher awarded the designation of "Master Teacher" is expected to participate in a minimum of one standing or ad hoc committee per year and may be assigned a mentoring relationship with a less senior teacher as assigned by the administration. Mentoring assignments will be distributed equally among all Master Teachers. Before a second mentoring assignment may be given to a Master Teacher, all other Master Teachers must have been given a mentoring assignment. By mutual agreement of the teacher and his/her principal, up to 30 hours of curriculum work per year may be assigned to the teacher in lieu of committee work.

Section 6:

The Evaluation Process and the Criteria for Evaluation, including evaluation for the Merit Classifications of Associate Master Teacher and Master Teacher, as agreed upon by the Association and the Committee, are set forth in detail in Appendix F of this Agreement.

Section 7:

To encourage teachers to pursue programs of advanced graduate study and to further raise the professional standards as these exist at Masconomet in order to provide the students of this school with the finest, most dedicated, and best informed teachers possible on a continuing basis, the "Basic Teachers' Salary Schedule" (See Appendix A) provides for the payment of a differential as shown therein for each 15 Semester Hours of approved (see Section 9) graduate study for the following degree levels: Bachelor's Degree plus fifteen (15) hours, Bachelor's Degree plus thirty (30) hours, Master's Degree, Master's Degree plus fifteen (15) hours, Master's Degree plus thirty (30) hours, Second Master's Degree or Master's plus forty-five (45) hours, Master's Degree plus sixty (60) hours, Master's Degree plus seventy-five (75) hours, Second Master's/ Certificate of Advanced Graduate Specialization (CAGS), and Doctorate, or those similar to it (such as Education Specialist (EDS)) which result in the issuing of such a certificate by the awarding institution. *Exception: See Notes on page A-1.

This provision makes it possible to award teachers with immediate financial returns as they progress toward the earning of a higher academic degree. In instances where the additional study does not result in the earning of a higher academic degree, these non-degree programs must represent fifteen (15), thirty (30), forty-five (45), sixty (60), or seventy-five (75) hours of successful graduate work that is acceptable to and has been approved in advance by a committee consisting of the superintendent and two professional staff members (Course Review Team) appointed by the Association.

Six (6) of the fifteen (15) credits for advancement on the salary scale may be alternative activities other than regular graduate courses. Alternative activities are open to anyone with a Master's Degree or above. These alternative activities must be approved in advance by the Alternative Activity Review Team, which will consist of the original Course Review Team and up to three additional Master Teachers appointed by the Association for this purpose only. The Alternative Activity Review Team will review the guidelines for these alternative activities at the end of each year.

In-service courses shall be defined as any instructional courses offered to teachers by the Masconomet Regional School District or by accredited outside agents but not as part of the graduate education programs of a college or university.

In-service credits may be awarded for advancement on the salary schedule in cases where the Course Review Team deems the program to be useful to the improvement of instruction at Masconomet. Such programs must have the advance approval of the Course Review Team in order to be used for salary advancement.

Teachers completing in-service courses offered by outside agents, but not receiving graduate credit, shall each receive the number of credits mutually agreed upon by the teachers involved (as a group) and the Course Review Team. Such credit shall be based upon the stated requirements of the course, as well as any additional professional activity mutually agreed upon by those teachers and the Course Review Team in advance.

The Professional Development Committee, made up of the superintendent or a designee, two (2) department heads, and four (4) teachers appointed by the Association, will develop and offer in-service credits for advancement on the salary scale and PDPs for purposes of teacher re- certification. The Professional Development Committee will meet at least once a year with the Course Review Team and the Alternative Activity Review Team to coordinate these workshop offerings with the needs of teachers and to take advantage of the faculty expertise. Teachers are encouraged to participate actively in the planning of professional development activities.

Any Masconomet professional development activity that requires five full workdays of participation will count as one three- (3) credit course and at least 45 PDPs. In addition, any Masconomet in-service courses will count towards advancement on the salary schedule as well as PDPs for re-certification. Each fifteen (15) such PDPs received will be the equivalent of one (1) graduate credit on the salary schedule.

A teacher shall not be deemed qualified for progression to a higher degree level unless his/her intention to so qualify has been filed with the Course Approval Committee on or before December 15th preceding the beginning of the school year in which such progression is to occur.

Adjustments in the salary of a teacher qualifying for a change in degree level will be effective at the beginning of the school year when the teacher has presented evidence of official transcripts, course grade reports, or other official verification to the superintendent of a program of graduate study pursued in accordance with the provisions of this article. In cases where transcripts, grades, etc. are not presented before the first day of school, the date of submission will be the effective date of the salary change.

In order to encourage experienced teachers to continue their professional studies throughout their careers, any teacher who has achieved the M+75 column shall be eligible for an additional salary increment of \$250 per three-credit course satisfactorily completed, payable upon presentation of a transcript indicating that the course was completed with a grade of at least "B." These courses must receive advance approval of the Course Review Team. A teacher may take only two (2) of these courses per year, up to a maximum of six (6) courses (eighteen credits). The provisions of this paragraph are limited to teachers employed at Masconomet as of November 19th, 2002. Teachers hired after that date must pursue a second Master's degree, a CAGS, or a Doctorate in order to advance beyond Master's+75 on the salary schedule.

Any teacher currently at M+75 as of November 19th, 2002, who chooses to pursue a second Master's degree, CAGS, or Doctorate will receive an interim annual \$1000 payment upon completion of one half of the credits for the second Master's degree, CAGS, or Doctorate. The teacher will receive this additional annual payment until final completion of the program. If the teacher does not complete the second Master's degree or CAGS program within two (2) years, or Doctorate within four (4) years from the initial award of the interim payment, the teacher shall no longer receive the additional annual payment. *Exception: See Note on page A-1 and A-3.

For all graduate courses in which tuition is paid, teachers will be reimbursed a portion of the cost of the course based on the following guidelines:

1. The School Committee will budget \$40,000 specifically for course reimbursement. The total amount of money distributed to teachers for course reimbursement will not exceed the amounts budgeted by the School Committee.
2. Each year, a teacher must notify the Course Approval Committee of his/her intention to seek reimbursement for a qualifying graduate course no later than May 30th for courses being offered between July 1st and June 30th of the following year. An exception to this will be for new teachers, who shall inform the Superintendent by September 30th.
3. Once a teacher presents a transcript indicating that the approved course was completed with a grade of at least "B", he/she will be reimbursed up to \$200 per course for a maximum of two (2) courses per teacher per year. However, no teacher may be reimbursed for a second course in any one year until every teacher who has taken a course receives reimbursement for one course.
4. Budgeted course reimbursement funds not encumbered by May 30th of each year may be redistributed among teachers who have taken a second approved graduate course, but who have not received reimbursement for it.

Section 8:

Teachers who have special supervisory responsibilities, who have special category positions, who have athletic coaching assignments, or who have a work year that is longer than that required of regular classroom teachers, will be paid an additional stipend above their scheduled salary. The special positions for which an additional stipend will be paid and the basis for the determination of the stipend in each instance are as follows:

1. Independent Study – Teachers who agree to teach an Independent Study will be compensated fifteen hundred (1500) dollars per Independent Study per year for up to three (3) students and shall be compensated an additional five hundred (500) dollars for each additional student. No Independent Study shall include more than six (6) students.
2. Athletic Coaching - Teachers carrying one or more coaching assignment(s) will receive additional compensation as set forth in the Salary Schedule for Coaching as shown in Appendix "B" of this Agreement. The amount of the stipend paid per coaching assignment will be in accordance with this schedule and the teacher's training and previous experience in the sport specialty. The principal and Athletic Director will make every effort to distribute athletic stipends to qualified persons among the faculty on as equitable a basis as possible. Before any individual receives more than one stipend, every effort will be made by the principal and Athletic Director to distribute the available stipends among members of the staff not holding a stipend.
3. Team Leaders and Coordinators - Teachers in this category will receive a stipend above their scheduled salary for the extra duty and responsibility entailed. Coordinator positions currently existing and the stipend to be paid are as follows:

a. Department Coordinators	-	10% of the base
b. Media Coordinator	-	10% of the base

- | | | |
|----------------------|---|----------------|
| c. Team Leaders M.S. | - | 5% of the base |
| d. Team Leaders H.S. | - | 3% of the base |

NOTE: The base is defined as the amount equivalent to M+15, step one in Salary Schedule A.

4. Advisors - Teachers assigned to serve as advisors to certain necessary student activities will receive a fixed stipend as stipulated in the Advisor Stipend Schedule (See Appendix B of this Agreement).
5. Guidance Counselors - All guidance counselors will receive a fixed stipend of 9% above their scheduled salary. Compensatory time will be awarded to all counselors when they are required or asked to work at times other than those specified in this Agreement. This compensatory time will be arranged at a time that is mutually agreeable to the counselor and the guidance director.

Section 9:

Every teacher or professional employee included in the bargaining unit as described in Article I, Section 2 of this Agreement will annually enter into a written contract with the Committee, said contract specifying clearly the amount of salary to be paid during the contract year that shall extend from September 1st through June 30th. The teacher's contract will be completed in duplicate and in addition to the signature of the teacher will bear the signature of the superintendent. The original copy of the contract will be retained by the teacher; the duplicate copy will be kept by the superintendent in the teacher's personal record file or folder.

A separate contract (executed in duplicate) will be issued to coordinators, persons involved in athletic coaching, and persons assigned to serve as advisors to certain necessary student activities (as specified in Item (5), Section 8 of Article XIII) specifying the amount of stipend to be paid for the named assignment or duty. All stipend contracts, with the exception of spring coaching contracts, shall be issued at the same time as regular teaching contracts. Spring coaching contracts will be issued in March.

Section 10:

At its sole discretion, the Committee shall fix the initial salary rate of each teacher on entering employment with the District, giving consideration to previous experience and special skills, provided, however, that such salary rate shall not be less than the minimum established in this Article. Teachers, other than long term substitutes, who enter the employment of the District at other than the beginning of the school year and who have received compensation for 92 or more days in accordance with Appendix A, will move the following year on the step schedule as provided for in "Appendix A." Teachers who are within the Regional School and under contract with the Committee will not be granted individual additional step increases except for merit, change in degree status, or for additional duties.

Section 11:

The Committee shall, to the extent possible, endeavor to employ as substitute teachers only those who have met the State certification requirements. In instances where the substitute teacher is employed in the same position in excess of twenty (20) consecutive days, the rate of pay commencing with the twenty-first (21st) day will be at the rate of one one-hundred eighty-fourth ($\frac{1}{184}$) of the scheduled salary (Salary Schedule B) of a beginning teacher without experience having the same degree level of training, retroactive to the date of initial employment in the position.

If a certified substitute teacher is unavailable, non-certified personnel may be used with rate of pay to be as described above.

The Committee reserves the right in special cases where the absence of the regular teacher will be known to extend over several months, or when the subject specialty is one which presents unusual difficulty in securing a qualified substitute, to set the rate of compensation of the substitute teacher employed on the basis of the person's training and experience as recommended by the superintendent, which in no case will be less than the minimum scheduled salary established in this Article.

Part-time teachers shall be paid a percentage of the teachers' salary schedule and expanded salary schedule, where appropriate, equivalent to that portion of the school day or school year for which they are employed. Non-teaching duties will be assigned on a pro-rata basis. The administration will attempt to make these non-teaching duties contiguous to teaching responsibilities.

Any teacher retired from Masconomet after satisfactory service who returns to Masconomet as a per diem substitute teacher will be compensated at a rate that is fifteen (15) dollars more per day than the basic substitute rate.

Section 12:

Salary increases of any kind are not automatic, they are granted by the superintendent after lawful discussion and consideration of the Association's requests, only where there has been a continuation of a high standard of teaching or a demonstrated improvement in efficiency of service. The superintendent reserves the right, subject to the provisions of this Agreement and after due notice, to withhold increments from a teacher doing unsatisfactory work.

Section 13:

Salary payments will be made every other Thursday, effective with the beginning of the school year, with the initial payment to be made no later than the Thursday following the opening of school, resulting in twenty-six (26) payments for the school year extending from September 1st to August 15th. Effective August 15, 2020, all teachers will receive their annual salary in twenty-six paychecks, beginning with the first payday. All teachers who commence employment on/or after September 1, 2009, will be required to have their checks directly deposited.

The salary of each teacher will be deemed fully earned as of the close of school in June, notwithstanding the division of the salary into twenty-six (26) equal installments.

Teachers notifying the superintendent in writing on or before March 1st will receive their July and August pay checks on July 1st following the last scheduled working day. Teachers who are retiring on June 30th will receive their checks on the last scheduled work day.

To the extent that funds are available, teachers will have the same option provided they notify the superintendent in writing of their intentions on or before June 1st. If funds are not available, payment will be made as soon as possible.

Section 14:

A teacher who enters the employ of the Committee at any time subsequent to the start of the school year will have his/her pay calculated as follows: one one-hundred eighty-fourth (1/184th) of the annual salary rate multiplied by the number of days not present will be deducted from the full amount of the annual salary. The amount remaining will then be divided by the number of payroll payments remaining through the last pay period in August, thus establishing pay checks of equal amount.

Section 15:

Every teacher, in accepting a position in the Masconomet Regional School District, implicitly agrees to assume reasonable extra-class and supervisory duties and responsibilities such as will facilitate the educational development of the students and promote good order in the school.

Section 16:

The Committee will pay the tuition and other costs of a course study that it requests a teacher to take. Payment will be made upon presentation of evidence of successful completion of the course. This shall not be interpreted to mean that the Committee will pay for courses referred to in Article IX, Section 7.

Section 17:

Vouchers received by the school from colleges and universities in connection with programs entered into between Masconomet and such institutions for the training of practice teachers will be disposed of as follows:

- (1) Offered to the teacher who has acted as mentor for the practice teacher.
- (2) Offered to the chair of the department in which the student teacher did his/her practice teaching for the use of the teachers within the department and/or the department head.
- (3) If no one in the department concerned wishes to use such vouchers as are available to it, these vouchers will be offered to the faculty at large and will be assigned on a first-come, first-served basis.

All activity in connection with such vouchers will be under the direct administration of the principal, who will see that proper notification is posted on the Association's bulletin boards in the faculty workrooms of all vouchers available and the original departments that are unable to use them.

Section 18:

The Committee will pay reasonable expenses, including registration fees, meals, transportation, and lodging (when appropriate) incurred by teachers who attend workshops, seminars, conferences, or other approved professional improvement meetings at the request and with the advance written approval of the superintendent, provided, however, that such travel and other expenses have been provided for and are expendable in the maintenance and operating budget of the school.

Attendance of teachers and other members of the faculty at national professional conferences will be approved by the administration only after careful screening of convention programs in order to relate such convention attendance to those that have relevance to Masconomet's educational problems. Approval of such national conference attendance will be made only after careful evaluation of all requests submitted to department heads and the principal, by the superintendent.

Teachers requesting reimbursement from the Committee under this section will, prior to payment, submit to the superintendent's office a voucher individually listing the expenses together with supporting evidence of the expenditure for which reimbursement is sought and the date and name of the administrator granting approval for the expenses.

Section 19:

Any teacher who uses his/her own automobile for approved school business shall be reimbursed for mileage at the current IRS rate.

Section 20:

Day-School teachers who teach an evening school course which is intended to allow students to accumulate credits toward graduation shall be compensated according to the following formula:

The base* x one one-hundred eighty-fourth ($1/184$) x one-seventh ($1/7$) x number of course credits x number of class sessions. *The base is defined as the amount equivalent to M+15, step one on Salary Schedule A.

Section 21:

Persons receiving a stipend as an advisor or a coach may select among these methods of payment: a) twenty-six (26) payments for both advisors and coaches; or b) two (2) payments, one in November and one in May for advisors; or c) two (2) payments, one midseason and one at the end of the season for coaches.

Section 22:

Teachers who teach in-service courses will be reimbursed at the rate of sixty-two (62) dollars and fifty (50) cents per course hour. In addition, thirty-one (31) dollars and fifty (50) cents per course hour will be paid to the teaching assistant, if there is one.

ARTICLE XIV

Insurance, Hospitalization Benefits, Credit Union, Annuity Plan, and Notification of Resignation or Retirement

Section 1:

The Committee agrees to pay seventy-seven (77) percent of the cost of a term life insurance policy. The death benefit of the policy will be an amount equal to the teacher's current annual salary or fifty thousand (50,000) dollars, whichever is less. In addition, the Committee agrees to pay seventy-seven (77) percent of the cost of a ten thousand- (10,000) dollar term life insurance policy for all retirees.

Effective July 1, 2016, the Committee will pay sixty-nine (69) percent of the cost of the PPO Plan and seventy-four (74) percent of the cost of the HMO Plan.

Effective July 1, 2016, the Mitigation Plan will continue with the agreed upon terms of distribution for the life of this agreement.

Insurance deductions will be made from only two paychecks per month. The teacher's share on payroll checks for participating members will be deducted upon receipt of the proper authorization.

In the event that a retiree is not a Massachusetts resident and incurs "out-of-network" costs under a PPO plan, the District agrees to reimburse the first one thousand (1,000) dollars per year on a family plan and the first five hundred (500) dollars per year on an individual plan, provided only that the retiree makes reasonable efforts to obtain "in network" services. Any issues regarding reimbursement for "out-of-network" expenses herein shall be subject to an appeal to a Committee consisting of an Association representative and an administrator, whose determination shall be final.

The Committee agrees to pay seventy-two and a half (72.5) percent of the cost of the health insurance plan in effect for all currently retired professional staff members and for any future retiree.

The Committee will pay the same percentages of the cost of Medicare Part B and Medex III at the same percent stated above, provided the employee is vested in the retirement system.

The Committee will pay seventy (70) percent of the cost of the Dental Plan at the maximum level of benefit for all eligible employees and retirees.

The Committee agrees to accept Section 9F of Chapter 32B of the General Laws of the Commonwealth of Massachusetts as amended.

Note: Association representatives will continue to meet with the superintendent and others to explore improved dental and medical benefit options. If a mutually agreeable plan is arrived at, the parties agree to reopen the Agreement to implement it. As the Committee becomes aware of changes in the benefit plan made by the insurance company, the Association will be notified. If necessary, the Association and the Committee will develop a plan for implementing the change.

The Committee agrees to implement a Flexible Benefits Plan consistent with Section 125 of the Internal Revenue Code to provide pre-tax computation of premium payments for qualified medical, dental, and group life insurance; medical payment reimbursement, and dependent care reimbursement. The details of the Flexible Benefits Plan will be provided to each employee in a Summary Plan Document.

The surviving spouse of a deceased employee, who at the time of death was enrolled in a medical plan as offered by the District, either active or retired, is eligible for medical coverage based on the number of years of experience of the employee at the time of death as defined by Article IX, Section 7, Subsection 3:

- a. less than ten (10) years' experience, the spouse will be covered under his/her existing plan for five (5) years and then may continue under the HMO plan for three (3) additional years.
- b. greater than or equal to ten (10) years' experience, the spouse will be covered under his or her existing plan for five (5) years and then will be covered under the HMO plan.

If the deceased were an active employee at the time of death, the District will pay a percent of the premium equal to what it would pay if the deceased were still living. On the sixty-fifth (65) birthday of the deceased, the percentages paid thereafter will be those normally paid for retirees.

Under these benefits, if the spouse dies or remarries or becomes eligible for other medical insurance benefits through employment or Medicare under any circumstances, the spousal benefit will cease.

Section 2:

The Committee agrees upon receipt of authorization from participating members of the Association, on a form acceptable to the Committee, to deduct from payroll checks of such members the sum specified by the individual members for Credit Union deposits.

Section 3:

The Committee agrees to extend to all members of the Association the privilege of participating in a "Tax-Sheltered Annuity" plan as provided under Chapter 466, Acts of 1963, Commonwealth of Massachusetts, and pursuant to the applicable provisions of United States Public Law No. 87-370, and to enter into contract with the individual teacher electing this option, to use the amount by which he/she authorizes his/her annual compensation be reduced to pay the premiums of said annuity.

The Committee agrees to contribute to a 403(b) Plan for all bargaining unit members. A bargaining unit member who elects to participate in the program must notify the Superintendent in writing no later than December 15th preceding the first year of participation, and no later than September 30th for new hires.

Effective September 1st, 2009, the Committee will annually match up to \$200 of an individual employee's contribution to a 403(b) Plan. The amount matched will be paid in two (2) payments as in Article XIII, section 21, letter b) one in November and one in May.

The School Committee will not be responsible for any administrative costs charged by a third party for administering this program.

Section 4:

Teachers intending to resign or retire shall notify the superintendent, in writing, at least four (4) weeks before said termination is to take effect.

Section 5:

End of Career Policy - To qualify for the provisions of this section, a professional staff member must have been employed on or before the date of ratification of this agreement (ratified on March 15, 2006), and must have completed ten (10) years of experience as defined in Article IX, Section 7, Subsection 3, in the Masconomet Regional School District, must have attained the age of fifty-five (55) years and/or otherwise qualify for immediate payment of retirement benefits upon termination of employment. In addition, the staff member shall have notified the Superintendent of his/her intended date of retirement no later than January 31st and at least four (4) months prior to said date of the year prior to retirement.

On the next July 1st following the teacher's retirement, a sum of money equal to the product of one (1) percent, the number of years experience at Masconomet, as defined in Article IX, Section 7, Subsection 3, and the teacher's final year salary, as determined by the Masconomet Regional Teachers Agreement, will be paid to the teacher. The employee will repay all monies received pursuant to this policy should he/she not retire and not receive retirement benefits following his/her final year of employment.

If notification of retirement occurs according to the timeline outlined in paragraph one (1) of this section, the employee may choose to have the end of career benefit deferred until January 1st of the calendar year following his/her retirement if notification of retirement occurs before January 31st of the prior school year. If notification occurs after January 31st of the year prior to retirement, payment may be deferred, at the discretion of the district, until July 1st of the following year.

In the event of the death of an employee who is qualified to receive the End of Career Policy Benefit (with the exception of the written notification requirement), the benefit will be paid to the employee's declared beneficiary (See Appendix H).

Section 6:

The children of teachers employed by the Masconomet Regional School District may be enrolled in programs housed at the Middle School and High School at the discretion of the Committee. The Association will notify the Committee by June 1st of each year the number of faculty children who would like to attend. The Committee will determine by June 30th how many openings, if any, are available for faculty children for the following year. The Committee will provide the Association with a rationale for its decision. If there are more children than spaces available, a lottery will be conducted by the administration. It is agreed that once a faculty child is enrolled as a student at Masconomet, he /she may continue to attend Masconomet until graduation.

ARTICLE XV

Leave

Section 1:

The annual sick leave allowance for all teachers shall be fifteen (15) days each school year commencing as of the first official day of each school year. In cases of merit, the Committee, in its sole discretion, may allow sick leave beyond the limits described herein. Unused sick leave days are cumulative from year to year to a maximum of one hundred eighty-five (185) days as of the beginning of any school year. Except on reinstatement after a specifically enumerated leave of absence, no sick leave credit for prior employment will be allowed to any teacher rehired after a termination of service. Teachers whose services are terminated for any reason shall not be entitled to compensation in lieu of any sick leave not taken.

A teacher whose term of employment with the District begins after the first month of the school year will have his/her sick leave computed on a pro-rata basis, at the rate of one-and-one-half (1-1/2) days for each month of the school year remaining.

The term "sick leave" as herein used shall mean absence from work caused by personal illness, disability of the teacher, and/or emergency family illness.

Each teacher shall receive a written accounting of all his/her accumulated sick leave days no later than the initial paycheck of each school year.

In addition to personal illness or injury, initial or accumulated sick leave may be utilized for the following purposes, provided, however, such leaves result from individual teacher responsibility, and said teacher will, upon request, supply proof of such responsibility:

- (a) The annual sick leave of fifteen (15) sick days may be used for illness in the immediate family when such illness requires the teacher to provide direct care or make arrangements necessary for medical and/or nursing care. The term "immediate family" shall apply to the teacher or the teacher's spouse/partner and either of their following family members: child, grandchild, parent, sibling, son/daughter-in-law, or other member of the immediate household.
- (b) Additional days for emergency illness or injury may be granted by the superintendent at his/her discretion with as much advance notice as possible.
- (c) Any other reason may be approved by the superintendent with as much advance notice of the intended absence being given as is possible.

Major disability is defined as an illness or injury resulting in fifteen (15) consecutive days of absence from work, and applies only to teachers with professional teacher status. In such cases where a teacher with professional teacher status has exhausted his/her personal accumulated sick leave, the Committee will authorize an addition to the teacher's accumulated sick leave of one-half (1/2) day for each of the first ninety-two (92) days of sick leave accumulated as of the first day of the illness or injury. For every day of sick leave accumulated above ninety-two (92) days as of the first day of the illness or injury, the Committee will grant an additional one (1) day's credit, instead of one-half (1/2) day's credit, for such additional days. The Committee reserves the right to have a teacher absent due to major disability examined at Committee cost by a physician mutually agreed upon by the parties to this Agreement.

The Association and the Committee will jointly establish a Sick Bank for use by Association members who experience catastrophic illness. The Sick Bank will be administered by a Sick Bank Review Committee, comprised of the Superintendent or his/her designee and two (2) Association members appointed by the Association president.

The number of days available in the Sick Bank will be determined through voluntary annual contribution of one day per employee, with days donated by employees to be matched by the School Committee one (1) for one (1). By June 1st of each year, the Superintendent's office will provide a written form for members to indicate in writing whether they wish to participate in the Sick Bank for the following school year. First year members of the bargaining unit are not eligible to participate in the sick bank. A member of the bargaining unit's decision is irrevocable during the year for which the form was signed. Days are nonrefundable to members of the bargaining unit and do not accumulate to the Sick Bank from year to year.

To be eligible to use days from the Sick Bank, the member must:

1. Have elected to participate in the Sick Bank by September 1st of the year in which application has been made. Participation requires the voluntary contribution of one sick day by the member per year.
2. Apply in writing to the Sick Bank Administration Committee.
3. Provide medical documentation of a catastrophic illness. Proof of need from the member's physician shall accompany said application.
4. Have exhausted all personal accumulated sick time and personal days.

Sick Bank time awarded to a member applicant shall not exceed forty-five (45) school days, with extensions granted by the Review Committee upon proof of continued need.

The Review Committee will make reasonable efforts to distribute days equitably.

The Sick Bank Review Committee will inform the School Committee of all grants made under this provision, and no grievance or economic claim can be made against the Association, School Committee, or members of the Sick Bank Review Committee as a group or as individuals for the administration of the Sick Bank.

The Committee reserves the right to review all records relative to the administration of the Sick Bank.

Section 2:

The following leaves are paid days and shall not be deducted from initial or accumulated sick leave, and are exclusive of each other. Additional time for the following, or leaves for other reasons, may be approved by the superintendent with as much advance notice of the intended absence being given as is possible:

- (a) Teachers will be allowed a total of up to five (5) consecutive calendar days bereavement leave, excluding weekends and legal holidays, for each death in the immediate family as defined in paragraph (a) of Section 1. Up to two (2) consecutive calendar days bereavement leave, excluding weekends and legal holidays, will be allowed in the event of the death of the teacher's or the teacher's spouse/partner's grandparents, uncle, aunt, niece, or nephew. Such leaves shall not be deducted from accumulated sick leave days, or from personal days, and must have approval of the superintendent or his/her designee. For the purposes of this leave, expansion of the above-defined "immediate family" may be granted at the discretion of the superintendent.
- (b) A teacher may be allowed a maximum of three (3) days absence each school year for personal business or legal obligations that cannot be conducted outside of school hours. Written application for such absence must be made at least twenty-four (24) hours before the taking of such time, except in the case of an emergency, and must be approved by the principal. Such approval shall not be unreasonably withheld. Any personal days that are not used will be added to the accumulated sick leave days of the individual.
- (c) Teachers will be allowed a leave of absence for recognized religious holidays with at least three (3) days advanced notice.

Section 3:

Leave of absence will be given for a period not to exceed ten (10) school days to teachers required to fulfill their annual tour of duty as a member of a reserve component of the Armed Forces of the United States, or of the State National Guard, when such tour of duty occurs anytime during the school year, September 1st to June 30th. A person granted leave under this section will be paid his/her regular compensation for the period of such leave, less the amount of compensation received by him/her from the Federal or State Government, as the case may be, while fulfilling his/her tour of duty obligation.

All requests for such leave must be made in writing to the superintendent as far in advance as possible so that appropriate steps can be taken to secure a substitute for such person while on such leave.

Section 4:

Teachers who are absent for reasons other than those cited above, or for their own convenience, but with the prior approval of the superintendent, will have deducted from their pay for each day of such absence, the amount required to pay for their substitute.

Teachers absent for reasons other than those cited above, or for reasons not approved by the superintendent, will have one one-hundred and eighty-fourth ($1/184^{\text{th}}$) of their salary deducted for each day of such unapproved absence.

Section 5:

If a teacher misses more than five (5) days of school due to a job-related injury, the District will continue to pay the teacher's full salary, provided the teacher has sick leave recorded in the superintendent's office. The full wage will be paid to the teacher with the understanding that the teacher will reimburse the District any disability compensation the teacher receives from the insurance company. The teacher will be charged sick leave on a prorated basis

equal to the amount of funds paid to the teacher by the District. The sick leave will be calculated as follows: The amount paid by the insurance will be subtracted from the teacher's wages for that period of time, and the difference will be divided by the teacher's daily wage and rounded to the nearest half day to determine the prorated number of sick days to be charged.

Section 6:

A partial or full leave of absence without pay may be granted, consistent with the maintenance of proper balance of staffing of the school, to any teacher for the following reasons:

- (a) Approved study
- (b) Approved travel
- (c) Teaching abroad
- (d) Health
- (e) Service in the Peace Corps
- (f) Maternity/paternity (As set forth in Section 7 herein)
- (g) Child rearing
- (h) Military service (As set forth in Section 8 herein)
- (i) Change of Career (As set forth in Section 13 herein) (Full leave only)

All benefits to which a teacher on leave of absence, for any of the above reasons, was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return; and he/she will be assigned to the same position that he/she held at the time said leave commenced, if available, or, if not, to the most substantially equivalent position then available. A teacher serving the District at least ninety-two (92) days of the school year in which his/her leave was in effect will be granted the normal salary increment. If, due to circumstances beyond the control of the teacher, school is not in session, the teacher will not be penalized when, under normal circumstances, the required ninety-two (92) days of service would have been attained.

Reasonable notice of intent by a teacher to request a leave of absence under this section shall be given the Committee in writing, as early as possible, but in no event later than April 1st, of the school year preceding the school year for which the leave of absence is to be effective. The written notice shall specify the purpose for which the leave is desired, the length of the leave, and, if for study or teaching abroad, the areas of training and anticipated teaching assignment.

Section 7:

Upon receipt of at least two (2) weeks' written notice of a teacher's anticipated date of departure and intention to return, the superintendent shall grant a leave of absence without pay for maternity/paternity for up to twelve (12) weeks in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D. The first two weeks of said leave will be with pay without drawing on the teacher's sick time or personal time.

A teacher must request, and shall be granted, child-rearing leave of up to three (3) years after the birth or adoption of a child. The teacher must notify the superintendent's office no later than eleven (11) months following the commencement of the initial leave if he/she intends to continue the leave for one (1) or two (2) years. Such notice must specify if the request is for one (1) or two (2) additional years.

If, in the judgment of the superintendent, there is concern for the health and welfare of the teacher in view of her teaching assignment in either of the above cases, such teacher may be requested to provide a certificate from her physician stating the physician's opinion concerning her desire to continue employment until the effective date of the leave of absence. Without her physician's approval, the superintendent may request a "hold harmless" statement from the employee.

A teacher on child rearing leave shall return at the beginning of any evaluation period in which a grade is given or at another time that is mutually agreed upon by the teacher and the principal. Teachers on child rearing leave who intend to return during or at the beginning of the academic year shall inform the superintendent by April 1st of the preceding school year or forty-five (45) days following termination of pregnancy, whichever is the later date. The superintendent may request a report from the teacher's physician certifying her to be capable of performing the duties of the position to which she is to be reinstated.

A teacher serving the District not less than ninety-two (92) days of the school year in which the maternity/paternity leave was in effect will be credited with a full school year of employment.

Section 8:

Any employee who enlists or is drafted into the military or service of the United States, or into the auxiliary corps connected therewith, will be granted a leave of absence without pay.

In accordance with the General Laws of Massachusetts, Chapter 708 of the Acts of 1941, as most recently amended by Chapter 580 of the Acts of 1964, such leave extends either "two (2) years after date of discharge following four (4) years of service, or two (2) years after a discharge date following a period of additional involuntary military or service beyond the four- (4) year period."

Upon written request to the superintendent within the two (2) years after the termination of such service, the teacher shall be reinstated or reemployed in the same or similar office or position held by him/her at the time of enlistment or conscription, provided that if so required by the superintendent he/she files the certificate of a registered physician stating that he/she is not disabled or incapacitated for performing the duties of the office or position.

Upon his/her immediate return, the salary of the teacher granted leave under this section shall be the same as he/she would have received had the period of his/her military service been spent in the Masconomet Regional School District.

Section 9:

Other leaves of absence without pay or increment or extension beyond stated sick leave may be granted in exceptional circumstances at the discretion of the superintendent and the Committee. The exercise of this discretion, or refusal to so exercise it, shall not become a grievance or be subject to the Grievance Procedure in this Agreement.

Section 10:

All requests for extensions or renewals of leaves will be filed with the superintendent (in writing) a reasonable time before the leave is scheduled to expire. The superintendent shall act within a reasonable time of receipt of the request and shall notify the teacher (in writing) of the decision, together with the reasons for such action.

Section 11:

The privilege of sabbatical leave may consist of one (1) year or one half (1/2) year and may be granted a member of the professional staff after seven (7) consecutive years of service in the Masconomet Regional School District. On recommendation by the superintendent, the Committee may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the school. The granting of sabbatical leave shall be discretionary with the Committee and shall not be subject to the Grievance Procedure as defined in Article V of this Agreement.

The purpose of the Committee's policy on sabbatical leave is three-fold:

- (1) Recognition of professional excellence.
- (2) Encouragement of professional growth for all members of the professional staff.
- (3) Improvement of the Masconomet Regional School District.

The granting of a sabbatical leave shall be predicated upon demonstrable professional growth and promise as evidenced by recommendations of superiors; award of scholarships, fellowships, or grants; or participation in a graduate program leading to a higher degree, certificate, or academic concentration.

In implementing sabbatical leave, the following guidelines will be observed:

- (1) Sabbatical leaves may be combined with programs of study, research, writing, or travel that are financed by outside non-commercial agencies such as universities or foundations.
- (2) A member of the professional staff who has been granted a sabbatical leave shall serve for an additional seven (7) years before being eligible for consideration for a second sabbatical leave.
- (3) Preliminary requests for sabbatical leave shall be made in writing to the superintendent before October 1st of the school year preceding the school year for which the leave is requested.
- (4) Final application for sabbatical leave shall be made on or before February 1st, or as agreed upon by the superintendent and the applicant. The applicant will provide with his/her application a detailed sabbatical leave plan, to include a complete statement of aims and objectives and the procedures whereby these aims and objectives are to be achieved.

- (5) Prior to the granting of such leave, the applicant shall enter into a written agreement with the Committee that following the expiration of the sabbatical leave period he/she will return to active service in the Masconomet Regional School District for a period equal to twice the length of such leave, and that, in default of completing such service, he/she will refund to the District an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed upon bears to the whole amount of service agreed to be rendered.
- (6) Members of the professional staff on sabbatical leave shall retain those rights of salary, professional status, seniority, and all other rights that would otherwise be theirs if they were actively teaching in the system during the period of said leave.
- (7) The superintendent, in making recommendations to the Committee, and the Committee, in considering these recommendations for sabbatical leave, will take account the number of persons on the professional staff making application, the effect of the absence of these persons upon the school, and the relative benefits to the Masconomet Regional School District of the various plans for sabbatical leave that may be granted.
- (8) The Committee will pay a salary to the applicant during the period of such approved leave equal to 50% of his/her annual salary during the sabbatical year, including the teacher's merit status. In exceptional cases, the Committee may grant more than this amount.
- (9) Nothing in this section is to be interpreted as guaranteeing a sabbatical leave to any member, or group of members, of the professional staff. The Committee reserves the right to limit the number of such leaves to be granted in any given school year.

Section 12:

A leave of absence will be granted for teachers called to jury duty. A teacher granted leave under this section shall be paid his/her regular compensation for the period of such leave, less the compensation received by him/her for serving on the jury.

All requests for such leave must be made in writing to the superintendent as far in advance as possible so that appropriate steps can be taken to secure a substitute for such person while on such leave.

Section 13:

Longevity Leave: Longevity Leave is provided to permit eligible staff members to consider alternatives to employment at Masconomet. This leave may be granted for a period not to exceed two (2) years, and teachers may return to employment only at the beginning of a school year. Notice of intent to return must be given prior to April 1st of the school year preceding the school year in which the teacher intends to return.

Upon approval of a Longevity Leave, the District agrees to pay the teacher six thousand (6,000) dollars on his/her last working day, or by a method of payment mutually agreed upon by the teacher and the superintendent. If the teacher decides not to return to his/her position at Masconomet and notifies the District in writing of his/her decision to resign, the teacher will be paid an additional six thousand (6,000) dollars after acceptance of the resignation by the superintendent.

Longevity Leave will be available to all teachers who have completed eighteen (18) years of experience as defined in Article IX, Section 7, Subsection 3, at time of application. All applicants must also be under fifty-seven (57) years of age at the time of application.

No teacher may receive more than one Longevity Leave. A teacher receiving a Longevity Leave may receive an end-of-career bonus only if he or she retires ten (10) or more years after returning from longevity leave, or five (5) or more years after returning for teachers who are sixty (60) years of age on the last day of employment.

Section 14:

In the event that new early retirement language is passed by the State Legislature, the Association and the Committee will agree to reopen negotiations on early retirement.

ARTICLE XVI

Severability Provision

Section 1:

If any Article or Section of this Agreement or any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if the compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any article or section is held invalid, or enforcement of, or compliance with, which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

Section 2:

The parties agree to carry out the commitment contained herein and to give them full force and effect consistent with law. The parties also agree and hereby affirm that the Committee can in no way avoid the future implementation or effectuation into policy of mandatory directives passed by the Legislature or issued by said superior governmental authority and therefore recognize that such areas are not the proper subjects for either mandatory or permissive collective bargaining.

It is specifically understood by the Association that any policy of the Committee, written or unwritten, if not modified, abridged, or amended by this Agreement, remains and continues in full force and effect.

ARTICLE XVII

Duration of Agreement

This Agreement shall become effective August 15, 2016, and shall continue in full force and effect until August 14, 2019, and from year to year thereafter unless it is superseded by a subsequent Agreement. All changes in the Agreement that are desired by either party shall be submitted to the other party, in writing, stating specifically the intent and proposed wording of the desired change or changes on or before October 30th of the calendar year prior to the termination of this Agreement. Collective bargaining on such changes shall take place during that school year.

Executed in duplicate this twenty-seventh (27th) day of December 1967 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Education Sub-Committee, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

By: K. W. Castner, Jr. (signed)
Chairman
Robert E. Forney (signed)
Chairman of Education
Sub-Committee

MASCONOMET TEACHERS ASSOCIATION

By: Barbara S. Kimball (signed)
President
Ralph V. LoPilato (signed)
Chairman of Professional
Improvement Committee

Executed in duplicate this twelfth (12th) day of February 1969 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Education Sub-Committee, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

By: Robert E. Forney (signed)
Chairman
K. W. Castner, Jr. (signed)
Chairman of Policy Sub-Committee

MASCONOMET TEACHERS ASSOCIATION

By: Richard T. Green (signed)
President
John P. Sangermano (signed)
Chairman of Professional
Improvement Committee

Executed in duplicate this eighteenth (18th) day of March 1970 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Education Sub-Committee, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

By: Lewis W. Doggett (signed)
Chairman
Philip D. Bogdonoff (signed)
Chairman of Policy Sub-Committee

MASCONOMET TEACHERS ASSOCIATION

By: John P. Sangermano (signed)
President
Donald VanPelt (signed)
Chairman of Professional
Improvement Committee

Executed in duplicate this tenth (10th) day of March 1971 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Education Sub-Committee, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

MASCONOMET TEACHERS ASSOCIATION

By: Lewis W. Doggett (signed)
Chairman
Philip D. Bogdonoff (signed)
Chairman of Policy Sub-Committee

By: Paul J. Blackhall (signed)
President
Donald VanPelt (signed)
Chairman of Professional
Improvement Committee

Executed in duplicate this twentieth (20th) day of September 1972 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

MASCONOMET TEACHERS ASSOCIATION

By: Paul E. Johnson (signed)
Chairman
Peter K. Race (signed)
Chairman of Bargaining Team

By: Teunis J. Paarlberg (signed)
President
David L. Jervah (signed)
Chairman of Professional
Improvement Committee

Executed in duplicate this thirteenth (13th) day of June 1973 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st, 1973, and will expire on August 31st, 1975.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

MASCONOMET TEACHERS ASSOCIATION

By: Peter K. Race (signed)
Chairman
Philip D. Bogdonoff (signed)
Chairman of Bargaining Team

By: Teunis J. Paarlberg (signed)
President
David L. Jervah (signed)
Chairman of Professional
Improvement Committee

Executed in duplicate this first (1ST) day of October 1975 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1975, and will expire on August 31st 1977.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

By: W. D. Johnson (signed)
Chairman
Kenneth E. Littlefield (signed)
Chairman of Personnel
Sub-Committee

MASCONOMET TEACHER ASSOCIATION

By: Richard L. Sauchuk (signed)
President
Douglas A. Peck (signed)
Chairman of Professional
Improvement Committee

Executed in duplicate this twenty-second (22nd) day of August 1977 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1977, and will expire on August 31st 1978.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

By: Lawrence M. Gibbs (signed)
Chairman
George A. Demeritt (signed)
Chairman of Personnel
Sub-Committee

MASCONOMET TEACHER ASSOCIATION

By: Sidney S. Berlin (signed)
President
Alvin Brown (signed)
Chairman of Professional
Improvement Committee

Executed in duplicate this twenty-first (21st) day of November 1978 by the Masconomet Regional District School Committee for its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1978, and will expire on August 31st 1981.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

By: Susanne M. Kimball (signed)
Chairman
K. E. Littlefield (signed)
Chairman of Personnel
Sub-Committee

MASCONOMET TEACHERS ASSOCIATION

By: Douglas G. Peck (signed)
President
Sally R. Kaizer (signed)
Chairman of Professional
Improvement Committee

Executed in duplicate this third (3rd) day of February 1982 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1981, and will expire on August 31st 1983.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

MASCONOMET TEACHERS ASSOCIATION

By: Lynn V. Stevens (signed)
Chairman
Robert Smales (signed)
Chairman of Personnel Sub-Committee
for MTA Negotiations

By: Stuart Deane (signed)
President
Donald Van Pelt (signed)
Chairman of Professional Improvement
Committee

The School Committee reserves the right to reopen negotiations for the school year 1984-85 if the total state funding for FY84 or FY85 for the combined Chapter 70 and Chapter 71, or any other new general funds, as shown on the "cherry" sheet, falls below the FY83 level of \$1,284,281. In the event negotiations are reopened, the entire contract, including compensation, will be available for negotiation.

The Association reserves the right to reopen negotiations for the school year 1984-85 if the nation's cost of living in 1983, as measured by the Bureau of Labor Statistics' cost-of-living index, exceeds 9.0%. In the event negotiations are reopened, the entire contract, including compensation, will be available for negotiations.

Executed in duplicate this ninth (9th) day of March 1983 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1983, and will expire on August 31st 1985.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

MASCONOMET TEACHERS ASSOCIATION

By: Linda Wilcox (signed)
Chairman
Ruth Faulkner (signed)
Chairman of Personnel Sub-Committee
Improvement for MTA Negotiations

By: Stuart Deane (signed)
President
Thomas Hussey (signed)
Chairman of Professional
Committee

Executed in duplicate this nineteenth (19th) day of June 1985 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1985, and will expire on August 31st 1988.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Ruth Faulkner (signed)
Chairman
Linda Wilcox (signed)
Member Negotiating Sub-Committee

By: Robert Parker (signed)
President
Donald Van Pelt (signed)
Chairman Professional
Improvement Committee

Executed in duplicate this thirtieth (30th) day of March 1988 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1988, and will expire on August 31st 1991.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Sibyl Hezlett (signed)
Chairman
Paul Lindquist (signed)
Member Negotiating Sub-Committee

By: David F. Donavel (signed)
President
Douglas G. Peck (signed)
Chairman Professional
Improvement Committee

Executed in duplicate this fourth (4th) day of September 1991 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1991, and will expire on August 31st 1992.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: David Forman (signed)
Chairman
Robert Holloway (signed)
Member Negotiating Sub-Committee

By: Donald Van Pelt (signed)
President
Donna O'Neill (signed)
Chairman Professional
Improvement Committee

Executed in duplicate this ninth (9th) day of September 1992 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1992, and will expire on August 31st 1993.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Barbara Was (signed)
Chairman
Robert Holloway (signed)
Chair Negotiating Sub-Committee

By: Donald VanPelt (signed)
President
Alvin S. Brown (signed)
Chair Professional
Improvement Committee

EDUCATION REFORM ACT

The Association and Committee agree to reopen this Contract in order to implement the required changes as a result of the 1993 Educational Reform Act.

Executed in duplicate this twenty-third (23rd) day of June 1993 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and the Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1993, and will expire on August 31st 1993

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Diane McGowan (signed)
Chairman
: Robert Holloway (signed)
Chairman, Negotiating Sub-Committee

By: Donald VanPelt (signed)
President
Alvin Brown (signed)
Chairman, Professional
Improvement Committee

Executed in duplicate this fourth (4th) day of September 1996 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1996, and will expire on August 31st 1999.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Judy Gallerie (signed)
Chairman
Robert Holloway (signed)
Chair Personnel Sub-Committee

By: Donald VanPelt (signed)
President
David M. Jervah (signed)
Chair Professional
Improvement Committee

Executed in duplicate this eighth (8th) day of September, 1999 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 1999, and will expire on August 31st 2002.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Susan Richardson (signed)
Chairman
David Bassett (signed)
Chair, Personnel Sub-Committee

By: Donna-Marie Ryan (signed)
President
David M. Jervah (signed)
Professional Improvement
Committee

Executed in duplicate this nineteenth (19th) day of November 2002 for the Masconomet Regional District School Committee by its Chairman and the Chairman of its Bargaining Team, and for the Masconomet Teachers Association by its President and Chairman of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 2002, and will expire on August 31st 2005.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Diane Haas (signed)
Chairman
David Bassett (signed)
Chair, Personnel Sub-Committee

By: Sandra Dearborn (signed)
President
Donald A. Pierce (signed)
Professional Improvement
Committee

Executed in duplicate this fifteenth (15th) day of March 2006 for the Masconomet Regional District School Committee by its Chair and the Chair of its Personnel Subcommittee, and for the Masconomet Teachers Association by its President and Chair of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 2005, and will expire on August 31st 2008.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Betsy McGinnity (signed)
Chairman

By: Sandra Dearborn (signed)
President

Daniel Volchok (signed)
Chair, Personnel Sub-Committee

Donald A. Pierce (signed)
Chair, Professional
Improvement Committee

Executed in duplicate this 8th day of June 2009 for the Masconomet Regional District School Committee by its Chair and the Chair of its Personnel Subcommittee, and for the Masconomet Teachers Association by its President and Chair of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 2008, and will expire on August 31st 2010.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Betsy McGinnity (signed)
Chairman

By : Sandra Dearborn (signed)
President

Daniel Volchok (signed)
Chair, Personnel Sub-Committee

Tammy Due (signed)
Chair, Professional
Improvement Committee

Executed in duplicate this 8th day of June 2010, for the Masconomet Regional District School Committee by its Chair and the Chair of its Personnel Subcommittee, and for the Masconomet Teachers Association by its President and Chair of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 2010, and will expire on August 31st

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Lawrence Lindquist (signed)
Chairman

By: Sandra Dearborn (signed)
President

Daniel Volchok (signed)
Chair, Personnel Sub-Committee

Jeanne O'Hearn (signed)
Chair, Professional
Improvement Committee

.....

Executed in duplicate this 12th day of June 2013, for the Masconomet Regional District School Committee by its Chair and the Chair of its Personnel Subcommittee, and for the Masconomet Teachers Association by its President and Chair of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 2013, and will expire on August 31st 2016.

MASCONOMET REGIONAL DISTRICT
SCHOOL COMMITTEE

MASCONOMET
TEACHERS

By: Paula Fitzsimmons (signed)
Chairman

By: Sandra Dearborn (signed)
President

Linda Richards (signed)
Chair, Personnel Sub-Committee

Jeanne O'Hearn (signed)
Chair, Professional
Improvement Committee

.....

Executed in duplicate this 17th day of June 2014, for the Masconomet Regional District School Committee by its Chair and the Chair of its Personnel Subcommittee, and for the Masconomet Teachers Association by its President and Chair of its Professional Improvement Committee.

This Agreement is to become effective on September 1st 2014, and will expire on August 31st 2017.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

MASCONOMET TEACHERS
ASSOCIATION

By: Linda Richards (signed)
Chairman

By: Sandra Dearborn (signed)
President

Teresa Buono (signed)
Chair, Personnel Sub-Committee

Tammy Fay (signed) Chair,
Professional Improvement
Committee

Executed in duplicate this 22nd day of August 2016 for the Masconomet Regional District School Committee by its Chair and the Chair of its Personnel Subcommittee, and for the Masconomet Teachers Association by its President and Chair of its Professional Improvement Committee.

This Agreement is to become effective on August 15th, 2016, and will expire on August 14th, 2019.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

By: Daniel Volchok (signed)
Chairman

MASCONOMET TEACHERS
ASSOCIATION

By: Sandra Dearborn (signed)
President

John Spencer (signed)
Chair, Personnel Sub-Committee

Christopher Fay (signed)
Chair, Professional
Improvement Committee

Executed in duplicate this 24th day of April 2019 for the Masconomet Regional District School Committee by its Chair and the Chair of its Personnel Subcommittee, and for the Masconomet Teachers Association by its President and Chair of its Professional Improvement Committee.

This Agreement is to become effective on August 15th, 2019, and will expire on August 14th, 2021.

MASCONOMET REGIONAL DISTRICT SCHOOL
COMMITTEE

By: William Hodges (signed)
Chairman

MASCONOMET TEACHERS
ASSOCIATION

By: Sandra Dearborn (signed),
President

John Spencer (signed)
Chair, Personnel Sub-Committee

Melissa Stanley (signed)
Chair, Professional
Improvement Committee

APPENDICES

- A. (1a) Salary Schedule A– Actively Employed Before August 15, 2016
(1b) Salary Schedule B– Actively Employed After August 15, 2016
(2) Longevity, Base
- B. (1) Coaching Stipend Schedule
(2) Advisor Stipend Schedule
- C. Teacher Layoff Letter
- D. (1) Educator Evaluation Process
(2) Standards and Indicators of Effective Teaching Practice: Rubric
(3) Standards and Indicators of Effective SISP Practice: Rubric
(4) Evaluator Forms
(5) Educator Forms
- E. (1) Coaching Evaluation
(2) Advisor Evaluation
- F. (1) Application Procedures for Applying for Classification as Associate Master Teacher and Master Teacher
(2) Application for Evaluation for the Associate Master Teacher Classification
(3) Application for Evaluation for the Master Teacher Classification
(4) Evaluation Criteria for Association Master and Master Teacher
(5) Evaluation of Associate Master and Master Teacher Candidates
(6) Re-Evaluation of Associate Master and Master Teacher Program
- G. Sample Contract
(1) Teacher without Professional Status
(2) Teacher with Professional Status
(3) Extra Duty Contract
- H. End of Career Policy Benefits Designation of Beneficiary

APPENDIX A (1)
MASCONOMET REGIONAL SCHOOL DISTRICT – FY20-FY21 SALARY SCHEDULES

Salary Schedule A

Salary Schedule A applies to all bargaining unit members actively employed prior to August 15, 2016. The following conditions apply to Salary Schedule A.

- 1) The *CAGs/MM and *DOC columns apply to employees who were hired as a member of the bargaining unit on or before September 1, 2013. Any member hired on or before September 1, 2013 who acquires a CAGs or a Doctorate degree is eligible to be placed on the *CAGs/MM or Doctorate column.
- 2) Employees who were hired as a member of the bargaining unit on or before September 1, 2008 who also completed a second Master's degree by that date have been placed on the *CAGs/MM column.
- 3) All other members of the bargaining unit who complete a second Master's degree will be placed on the M+45/MM column. Thereafter, said members who acquire 15 additional credits, will be eligible to be placed on the M+60 column and can progress to the M+75 column with the acquisition of 15 additional graduate credits.
- 4) A bargaining unit member may move a maximum of two (2) columns within the same school year.
- 5) For the purposes of column movement, a CAGs degree is synonymous with an EDS degree.

APPENDIX A (1) (Continued)
MASCONOMET REGIONAL SCHOOL DISTRICT – FY20-FY21 SALARY SCHEDULES

Scale A - FY 2019-20 (2.5%)

Step	B	B+15	B+30	M	M+15	M+30	M+45/MM	M+60	M+75	CAGs/MM*	Doc*
1	45,936	46,195	46,446	47,179	48,301	48,746	49,890	50,975	52,063	54,237	55,324
2	48,745	49,090	49,668	50,809	52,035	52,537	53,844	55,075	56,307	58,780	60,017
3	51,555	51,983	52,894	54,434	55,769	56,324	57,792	59,175	60,575	63,373	64,772
4	54,360	54,876	56,117	58,063	59,501	60,113	61,745	63,274	64,804	67,861	69,391
5	57,172	57,767	59,342	61,688	63,237	63,903	65,695	67,373	68,969	72,162	73,758
6	59,983	60,665	62,563	65,315	66,970	67,693	69,649	71,472	73,297	76,943	78,768
7	62,792	63,558	65,788	68,938	70,702	71,481	73,601	75,572	77,563	82,042	83,525
8	65,603	66,452	69,010	72,567	74,436	75,268	77,550	79,672	81,790	86,031	88,151
9	68,412	69,347	72,237	76,192	78,169	79,059	81,502	83,770	86,039	90,574	92,839
10	71,220	72,240	75,460	79,819	81,905	82,848	85,455	87,870	90,285	95,110	97,513
11	74,696	75,134	78,682	83,446	85,640	86,635	89,407	91,970	94,533	99,659	102,221
12	-	78,612	82,158	86,922	89,008	90,426	93,360	96,069	98,778	104,197	106,905
13	-	-	-	-	-	93,901	96,836	99,546	102,254	107,675	110,383

Scale A - FY 2020-21 (2.5%)

Step	B	B+15	B+30	M	M+15	M+30	M+45/MM	M+60	M+75	CAGs/MM*	Doc*
1	47,084	47,349	47,607	48,359	49,509	49,964	51,137	52,250	53,365	55,593	56,707
2	49,963	50,317	50,910	52,079	53,336	53,851	55,190	56,452	57,714	60,250	61,517
3	52,844	53,283	54,216	55,795	57,163	57,732	59,237	60,654	62,089	64,957	66,391
4	55,719	56,248	57,520	59,515	60,988	61,616	63,289	64,856	66,424	69,557	71,126
5	58,601	59,211	60,825	63,230	64,818	65,500	67,337	69,057	70,693	73,966	75,602
6	61,482	62,182	64,128	66,948	68,644	69,386	71,390	73,259	75,130	78,866	80,737
7	64,361	65,147	67,433	70,661	72,469	73,268	75,441	77,461	79,502	84,093	85,613
8	67,243	68,113	70,735	74,381	76,297	77,150	79,488	81,664	83,835	88,181	90,355
9	70,122	71,080	74,043	78,097	80,124	81,035	83,540	85,865	88,190	92,838	95,160
10	73,000	74,046	77,347	81,815	83,952	84,919	87,592	90,066	92,542	97,488	99,950
11	76,563	77,013	80,649	85,532	87,781	88,801	91,642	94,269	96,896	102,151	104,777
12	-	80,577	84,212	89,095	91,233	92,687	95,694	98,471	101,247	106,802	109,578
13	-	-	-	-	-	96,249	99,257	102,035	104,810	110,366	113,142

APPENDIX A (1) (Continued)
MASCONOMET REGIONAL SCHOOL DISTRICT – FY20-FY21 SALARY SCHEDULES

Salary Schedule B

Salary Schedule B applies to all bargaining unit members actively employed after August 15, 2016. The following conditions apply to Salary Schedule B.

- 1) A bargaining unit member may move a maximum of two (2) columns within the same school year.
- 2) For the purposes of column movement, a CAGs degree is synonymous with an EDS degree.

Scale B - FY19-20 (2.5%)

Step	B	B+15	M	M+30	M+60	CAGs	Doc
1	49,876	51,173	52,503	53,868	55,269	56,706	58,180
2	52,220	53,577	54,971	56,400	57,867	59,371	60,914
3	54,675	56,096	57,555	59,051	60,586	62,161	63,777
4	57,244	58,733	60,260	61,826	63,434	65,083	66,775
5	59,935	61,493	63,092	64,733	66,416	68,142	69,913
6	62,751	64,383	66,057	67,775	69,537	71,345	73,200
7	65,700	67,409	69,162	70,960	72,805	74,698	76,640
8	68,788	70,578	72,412	74,295	76,226	78,209	80,242
9	72,022	73,895	75,816	77,787	79,809	81,885	84,013
10	75,407	77,367	79,379	81,443	83,560	85,732	87,962
11	78,951	81,004	83,110	85,271	87,488	89,763	92,096
12	-	-	87,016	89,278	91,600	93,981	96,425

Scale B - FY20-21 (2.5%)

Step	B	B+15	M	M+30	M+60	CAGs	Doc
1	51,123	52,452	53,816	55,215	56,651	58,123	59,634
2	53,526	54,917	56,345	57,810	59,313	60,856	62,437
3	56,041	57,498	58,994	60,527	62,101	63,715	65,372
4	58,675	60,201	61,766	63,372	65,019	66,710	68,445
5	61,433	63,030	64,669	66,351	68,076	69,846	71,661
6	64,320	65,993	67,708	69,469	71,275	73,128	75,030
7	67,343	69,094	70,891	72,734	74,625	76,566	78,556
8	70,508	72,342	74,223	76,152	78,132	80,164	82,248
9	73,822	75,742	77,711	79,732	81,804	83,932	86,114
10	77,292	79,301	81,364	83,479	85,649	87,876	90,161
11	80,925	83,029	85,188	87,403	89,675	92,007	94,399
12	-	-	89,192	91,510	93,890	96,331	98,836

APPENDIX A (2)

MASCONOMET REGIONAL SCHOOL DISTRICT –FY20-FY21 EXTENDED SALARY SCHEDULE

Teachers with extended service at Masconomet will receive a sum of money, stipulated below, which will be added to their yearly salary. For purposes of this extended salary schedule, "years of experience" will mean years of continuous teaching at Masconomet. Unpaid leaves of absence or lay-offs during the recall period will not interrupt "continuous service." All paid leaves and military leaves will count toward years of experience. A teacher teaching at least 92 days of an academic year will be given credit for a full year of experience. Teachers will have completed a year of experience as of the end of the last working day in June. The categories listed are inclusive. In the first and second categories, the time described is from the first day of the first year listed to the last day of the second year listed. In the third category, the time described begins on the first day of the 26th year.

<u>YEAR</u>	FY 2020	FY 2021
13 - 19	\$2,268	\$2,268
20 - 25	\$2,647	\$2,647
26+	\$3,025	\$3,025

APPENDIX B (1)
 MASCONOMET REGIONAL SCHOOL DISTRICT – FY20-FY21 Coaching Stipends

Varsity Position	FY20	FY21
Football	8,568	8,568
Faculty Manager	8,568	8,568
 Basketball (B)	 7,009	 7,009
Basketball (G)	7,009	7,009
Wrestling	7,009	7,009
 Baseball	 6,230	 6,230
Soccer (B)	6,230	6,230
Soccer (G)	6,230	6,230
Field Hockey	6,230	6,230
Track (B)	6,230	6,230
Track (G)	6,230	6,230
Softball	6,230	6,230
Ice Hockey (B)	6,230	6,230
Ice Hockey (G)	6,230	6,230
 X-Country (B)	 5,453	 5,453
X-Country (G)	5,453	5,453
Tennis (B)	5,453	5,453
Tennis (G)	5,453	5,453
Volleyball	5,453	5,453
Lacrosse (B)	5,453	5,453
Lacrosse (G)	5,453	5,453
Indoor Track (B)	5,453	5,453
Indoor Track (G)	5,453	5,453
 Swimming	 4,673	 4,673
Gymnastics	4,673	4,673
Golf	4,673	4,673
Skiing	4,673	4,673
 Cheerleading	 4,284	 4,284

APPENDIX B (1) - Continued
MASCONOMET REGIONAL SCHOOL DISTRICT – FY20-FY21 Coaching Stipends

Junior Varsity/Assistants	FY20	FY21
Football	5,062	5,062
Basketball (B)	4,284	4,284
Basketball (G)	4,284	4,284
Wrestling	4,284	4,284
Baseball	4,284	4,284
Track (B)	4,284	4,284
Track (G)	4,284	4,284
Field Hockey	4,284	4,284
Ice Hockey (B)	4,284	4,284
Ice Hockey (G)	4,284	4,284
Lacrosse (B)	4,284	4,284
Lacrosse (G)	4,284	4,284
Softball	4,284	4,284
Soccer (B)	4,284	4,284
Soccer (G)	4,284	4,284
Volleyball	4,284	4,284

Freshman Sports/Assistants	FY20	FY21
Football	4,673	4,673
Basketball (B)	4,284	4,284
Basketball (G)	4,284	4,284
Baseball	3,505	3,505
Cheerleading Assistant	3,505	3,505
Cross Country (B)	3,505	3,505
Cross Country (G)	3,505	3,505
Faculty Manager	3,505	3,505
Field Hockey	3,505	3,505
Indoor Track (B)	3,505	3,505
Indoor Track (G)	3,505	3,505
Ski Team	3,505	3,505
Soccer (B)	3,505	3,505
Soccer (G)	3,505	3,505
Swimming	3,505	3,505
Softball	3,505	3,505
Diving	1,753	1,753

COACHES WILL RECEIVE AN ADDITIONAL \$100 PER WEEK TO A MAXIMUM OF \$200 FOR PARTICIPATION IN MIAA POST-SEASON TOURNAMENTS PLAY.

APPENDIX B (2)
MASCONOMET REGIONAL SCHOOL DISTRICT – FY20-FY21 Advisor Stipends

Middle School Intramurals	FY20	FY21
Excels Director	6,230	6,230
Football	2,336	2,336
Field Hockey	1,947	1,947
Basketball (B)	1,557	1,557
Basketball (G)	1,557	1,557
Excels (Per session)	30.00	30.00
Advisor Stipends	FY20	FY21
WBMT (12 Month)	10,527	10,527
WBMT (10 Month)	8,773	8,773
Senior Class	7,009	7,009
Junior Class	5,841	5,841
Sophomore Class	4,673	4,673
HS Yearbook	4,673	4,673
HS Student Council	4,673	4,673
Stage Crew	4,284	4,284
HS Science Fair	4,284	4,284
MS Science Fair	4,284	4,284
Model United Nations	4,284	4,284
Habitat for Humanity	4,284	4,284
Ultimate Frisbee	4,284	4,284
MS Student Council	3,505	3,505
HS Science Team	3,505	3,505
HS Problem Solvers	3,505	3,505
HS Math Team	3,505	3,505
HS Drama Director, Fall	3,505	3,505
HS Drama Director, Spring	3,505	3,505
Exit 51	3,505	3,505
HS Gender & Sexuality Alliance	3,505	3,505
HS Announcer	3,505	3,505
MS Announcer	3,505	3,505
MS STEM Team	3,505	3,505
Robotics	3,505	3,505
S.A.D.D.	3,505	3,505
Best Buddies	3,505	3,505
Peer Leader (2 positions)	3,505	3,505
Women and Gender Studies	3,505	3,505

APPENDIX B (2) Continued
MASCONOMET REGIONAL SCHOOL DISTRICT – FY20-FY21 Advisor Stipends

Advisor Stipends - continued	FY20	FY21
MS Drama Director	3,116	3,116
Pep Band	3,116	3,116
MS Math Team	3,116	3,116
MS Yearbook	3,116	3,116
MS Gender and Sexuality Alliance	3,116	3,116
Costume Advisor	2,726	2,726
Jefferson Forum	2,726	2,726
Senior Class Financial Advisor	2,336	2,336
Drill Instructor	2,336	2,336
National Honor Society	2,336	2,336
Freshman Class Advisor	2,336	2,336
Art /Stage Director	2,336	2,336
Internship Coordinator	2,336	2,336
Photography Club	1,947	1,947
Psychology Club	1,947	1,947
Ice Skating Club	1,947	1,947
Stage Business Advisor	1,947	1,947
Chess Team	1,947	1,947
Speech Team	1,947	1,947
MS Newspaper	1,947	1,947
DECA	1,947	1,947
Ultimate Frisbee Assistant	1,947	1,947
Asst. Model UN	1,947	1,947
GIV Club	1,947	1,947
HS Science Team Assistant	1,947	1,947
MS STEM	1,557	1,557
MS Asst. Drama Advisor	1,557	1,557
Pit Orchestra	1,557	1,557
American Sign Language	1,168	1,168
Chinese Club	1,168	1,168
French Club	1,168	1,168
German Club	1,168	1,168
Spanish Club	1,168	1,168
Russian Club	1,168	1,168
Chieftan Trophy	1,168	1,168
Environmental Club	1,168	1,168
Equestrian Advisor Club	1,168	1,168
Snowboarding Club	1,168	1,168
MS National Honor Society Advisor	779	779
MS Pit Orchestra Director	779	779
Driver Ed (Hourly Rate)	29.20	29.20

APPENDIX B (2) Continued
MASCONOMET REGIONAL SCHOOL DISTRICT – FY20-FY21 Advisor Stipends

Notes:

1. All stipends and/or extra minutes paid to a teacher are an integral part of the teacher's regular teaching contract and are added to the teacher's salary to determine total annual salary.
2. Persons receiving a stipend as an advisor will be programmed for a normal teaching load.
3. The principal will make every effort to distribute Advisor Stipends to qualified persons among the faculty on as equitable a basis as possible. Before any individual receives more than one stipend, every effort will be made by the principal to distribute the available stipends among members of the staff not holding a stipend.
4. The Senior Class Advisor will be responsible for handling the Senior Frolics. This special event staged by Seniors is not a responsibility of the Drama Advisor.
5. A maximum clothing allowance of thirty-five dollars (\$35) will be made available to professional staff members required to attend formal student functions approved by the superintendent.
6. Should the description of any of the stipend positions in Appendix B be substantially changed, the stipend amount shall be open for immediate renegotiation between the Committee and the Association.
7. A stipend will be provided for all Masconomet faculty who run exchange programs, based on the following:
 - (A) one thousand one-hundred thirty-four (1,134) dollars for arranging a foreign student exchange visit to Masconomet;
 - (B) one thousand one-hundred thirty-four (1,134) dollars for arranging and being in charge of a Masconomet student exchange visit to a foreign country;
 - (C) one hundred (100) dollars per week during the visit for up to four weeks for any teacher not coordinating a foreign exchange program but hosting a visiting exchange teacher in his/her home.

New and Emerging Activities:

In the event that a new activity is to be instituted, the following steps will occur:

1. The potential advisor will meet with the appropriate principal to determine the need for the activity.
2. The teacher and the principal will determine the job description and the stipend. This information will be sent to the chair of the Professional Improvement Committee.

APPENDIX B (2) Continued
MASCONOMET REGIONAL SCHOOL DISTRICT – FY20-FY21 Advisor Stipends

3. If the activity continues into the second (2nd) year, an interim stipend will be negotiated at fifty (50) percent of an estimated permanent stipend. The stipend will be negotiated to the mutual agreement of the Committee and the Association. The payment of a temporary stipend in no way obligates the Committee to continue the activity into future years. If, after two (2) years, the teacher and the principal wish to recommend that the activity become part of the Agreement, the stipend will be negotiated to the satisfaction of the Committee and the Association.

APPENDIX C
TEACHER LAYOFF LETTER

Dear

This is to notify you that the Masconomet Regional District School Committee voted on _____ to lay you off effective at the end of the current school year. The Committee's action was taken pursuant to the procedures set forth in Article IX of the Collective Bargaining Agreement between the Masconomet Regional District School Committee and the Masconomet Teachers Association. Subject to the conditions set forth in Paragraph 6 of Section 7 of Article IX, you have recall rights for a period of three (3) school years from the effective date of your layoff.

As you are undoubtedly aware, your layoff has been caused by severe budgetary constraints and/or declining enrollments, and in no way reflects upon your years of satisfactory service as a member of our professional staff.

If you desire to have your layoff treated as an "involuntary leave of absence without pay," please execute the waiver statement set forth below and return the letter to this office. Since you then will be on a leave of absence, as per Article IX, Section 6, you are ensured that there will be no interruption of your professional status and seniority should you be recalled to employment with the District.

If the waiver is not executed and returned within fourteen (14) days, we will assume that you have elected to have your layoff treated as a dismissal pursuant to G.L. C. 71, Paragraph 42. We will then take appropriate action to comply with the statute. Such action may result in loss of professional status and loss of seniority should there be a break in service.

The time limits set forth in Article V, Section 4, will begin to run with the receipt of this letter.

Each time a teaching position at Masconomet opens up, you will be so notified in order that you may be afforded the opportunity of being recalled to a teaching position.

You will receive your July and August paychecks not later than the first regularly scheduled pay period in July, if you so desire. Time limits set forth in Section 13 of Article XIII do not apply.

Should you wish to be given preference on the substitute list during the layoff period, please let us know.

Most Sincerely,
Superintendent

TO: Superintendent

Masconomet Regional School District

In consideration of treating my layoff under Article IX, Section 7, Paragraph 5, as an involuntary leave of absence without pay, in accordance with Article XV, Section 6, of the Masconomet Teachers Association Contract, such leave to continue until the end of the recall period set forth in Article IX, Section 7, Paragraph 6, of the Agreement, I hereby agree not to exercise any rights that I may have under G.L. C. 71, Sections 42 and 43A, and release the Masconomet Regional District School Committee from complying with said statute.

Signature

Date

APPENDIX D(1)
EDUCATOR EVALUATION PROCESS

Teacher and Caseload Educator Model Contract Language - Table of Contents

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Educator Plan Development
- (9) Evaluation Cycle: Observation of Practice and Examination of Artifacts—Educators w/o PTS
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans : General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Timelines
- (21) Attaining Professional Teaching Status
- (22) Common Assessments/Student Learning Indicator
- (23) Using Student Feedback in Educator Evaluation
- (24) General Provisions

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

1) Purpose of Educator Evaluation

- A) The Educator Evaluation Process at Masconomet has two purposes: first, to inform decisions about reaching Professional Teacher Status for educators and second, to create a cycle of continuous improvement for all educators in order to improve the learning experience for students.

Guiding Principle 1

The Educator Evaluation Process employs a rigorous system of assessing the ability and performance of educators in their first three years of service at Masconomet.

Guiding Principle 2

The Educator Evaluation Process is a collaborative effort between the evaluator and the educator that promotes personal and professional growth and ensures the retention of high quality educators.

2) Definitions

- A) **Artifacts of Professional Practice:** Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards. These may include, at the educator's option, for example: photographic, audio and video documentation of student performances and teaching practices.
- 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 and announced observations, and positive feedback visits, as applicable and additional evidence relevant to one or more Standards of Effective Teaching Practice.
- E) * **Common Assessments:** 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.

APPENDIX D(1) (Continued)
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- 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 (as defined on page D-4).
- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
- iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year for Educators with PTS who are rated needs improvement. There shall be a summative evaluation at the end of the Directed Growth Plan and if the Educator does not receive a proficient rating, he or she shall be rated unsatisfactory and shall be placed on an Improvement Plan. An educator with PTS that moves from an improvement plan to a directed growth plan will remain on that plan for the duration of that school year.
- iv) **Improvement Plan** shall mean a plan developed by the Evaluator with input from the Educator for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but no less than 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.

- H) **ESE:** The Massachusetts Department of Elementary and Secondary Education.

- I) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

- J) **Evaluator:** Any person designated by the superintendent who has 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. The Educator shall be apprised of his or her Evaluator by May 15th the year prior to each new evaluation cycle.

- 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 or her designee.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

- 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 or her primary Evaluator and supervising Evaluator, if any, The Educator shall be apprised of his or her Evaluator by May 15th the year prior to 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 toward 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 toward attaining the goals set forth in the Educator Plan, performance on the agreed upon Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of Educators, departments, or groups of Educators who have the same role. Shared group goals can be developed by grade level or subject area teams.
- Q) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) ***Multiple Measures of Student Learning:** Measures should include a combination of classroom, school and district assessments, and student growth percentiles on state assessments when state assessments and DESE requirements are available.
- S) **New Assignment:** an Educator who applies for and receives a new teaching assignment under a new department, or an Educator who, due to reduction-in-force, is assigned to teach under a new license.
- T) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) including announced observations, unannounced observations and positive feedback visits where applicable by the Evaluator and may include examination of artifacts of practice including student work. All observations will occur in person and be done openly and with the knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

Walkthroughs, Learning Walks, and other like procedures, are not observations for the purpose of this evaluation system.

- U) **Parties:** The parties to this agreement are the Masconomet School Committee and the Masconomet Teachers Association.
- V) ***Performance Rating:** Describes the Educator's performance on each performance standard and their overall evaluation. There shall be four performance ratings:

The district is not using the category exemplary on overall ratings or on individual standards.

- i) Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or their overall evaluation. 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.
 - ii) Proficient: the Educator's performance fully and consistently meets the requirements of a standard or their overall evaluation. Proficient practice is understood to be fully satisfactory.
 - iii) Needs Improvement: the Educator's performance on a standard or their overall evaluation is below the requirements of a standard or their overall evaluation, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - iv) Unsatisfactory: the Educator's performance on a standard or their overall evaluation has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or their overall evaluation and is considered inadequate, or both, except as provided in section 15,(A)(ii),(iii)
- W) **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.
- X) **Positive Feedback Visits:** A Positive Feedback Visit is a visit by an evaluator that is no longer than 5 minutes. An Evaluator may complete a Positive Feedback Form to provide the Educator positive feedback about the visit if applicable under sections 9 and 10. This Positive Feedback can be used for the purposes of evaluation.
- Y) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Z) ***Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the

Educator's performance against the four Performance Standards and the Educator's progress toward attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Progress toward attainment of Professional Practice Goal(s)
- vi) Progress toward attainment of Student Learning Goal(s)

AA) **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

BB) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's progress toward attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. State assessment growth scores cannot be the primary basis for a summative evaluation rating.

CC) **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.

DD) **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.

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 common assessments 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.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

One such measure shall be student growth percentiles on state assessments including Massachusetts English Proficiency Assessment gain scores, if applicable, when state assessments and DESE requirements are available, in which case at least three years, if that is all that is available, of data is required.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district shall be based on the Educator's role and responsibility.

B) *Judgments based on observations and artifacts of practice including:

- i) Unannounced observation(s) of practice not less than ten minutes and no more than one class period.
- ii) Announced observation(s) of practice not less than ten minutes and no more than one class period.
- iii) Positive Feedback Visits
- iv) Examination of Educator work products
- v) Examination of student work products.

C) Evidence relevant to one or more Performance Standards, may include for example:

- i) Evidence compiled and presented by the Educator, may include for example :
 - (a) *Evidence of fulfillment of professional responsibilities and growth may include for example: 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 toward attaining professional practice goal(s);
- iii) *Evidence of progress toward attaining student learning outcomes goal(s).
- iv) Any other relevant evidence from a source that is identified and shared 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. See attached rubrics. (see Appendix D2 & D3)

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

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 DESE, and with input from the Association.
- B) By December 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting. Any Educator hired after the December 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 DESE, and with input from the Association.

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 meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded, and provided that the presentation only is recorded.
 - iv) Provide District and School goals and priorities, as well as any professional development opportunities planned by the District related to those goals and priorities.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing a self-assessment by October 1st or within four weeks of the start of his or her 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 rubric. (see Appendix E)
 - (c) *Student Feedback;(see #23 below)

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

A) Proposing the goals

- i) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own Professional practice.
 - (2nd) At least one goal directly related to improving student learning
- ii) Educators should consider shared group goals for example but not limited to; grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in 7(B)(ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- iii) For Educators in their first year of practice, the Evaluator or his or 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.
- iv) Unless the Evaluator indicates that an Educator in his or 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 group goals as defined in 7(B)(i).
- v) For Educators with PTS and ratings of proficient or exemplary, the goals may be shared group goals as defined in 7(B)(i). In addition, these Educators may

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues.

- vi) 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 group goals as defined in 7(B)(i).
- B) 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 similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- C) *To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed based on the Educator's self-assessment and other identified sources that the Evaluator shares with the Educator.
- D) 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 group goals as defined in 7(B)(i).
 - iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be shared group goals as defined in 7(B)(i). In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues.
 - v) Unless the Evaluator indicates that Educators in their second and third years of practice should address induction and mentoring goals, the Educator may propose shared group goals as defined in 7(B)(i).
- E) The Educator Plan will be completed by the Educator by November 7th. The Evaluator will review the plan and both the Educator and Evaluator will sign the Educator Plan by November 16th. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

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

- A) **(Tier 1)** In the first year of practice or first year in a new assignment at Masconomet:
- i) The Educator shall have at least two announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year using the protocol described in section 11A, below.
 - iii) The Educator may have Unlimited Positive Feedback Visits using the protocol described in section 11C, below.
- B) **(Tier 2)** In their second and third years of practice or second and third years as a non-PTS Educator at Masconomet.
- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below .
 - ii) The Educator shall have at least three unannounced observations during the school year using the protocol described in section 11A, below. .
 - iii) The Educator may have Unlimited Positive Feedback Visits using the protocol described in section 11C, below.

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

Any educator who will move to the next tier during the two year cycle will begin the cycle on the new tier.

- A) **(Tier 3)** In their fourth through ninth years of practice as an Educator at Masconomet The Educator whose overall rating is proficient or exemplary will be evaluated under the following:
- i) At least 1 and no more than 4 unannounced observations during the evaluation cycle using the protocol described in section 11A, below. The Evaluator will give the Educator two possible dates for an unannounced observation at least one week in advance.
 - ii) Unlimited Positive Feedback Visits during the 1st year of the 2 year cycle using the protocol described in section 11C, below.
- B) **(Tier 4)** In their tenth through nineteenth years of practice as an Educator at Masconomet The Educator whose overall rating is proficient or exemplary will be evaluated under the following:
- i) At least 1 and no more than 2 unannounced observations during one year of the evaluation cycle using the protocol described in section 11A, below. The Evaluator and the Educator will mutually agree in advance on two possible dates for each unannounced observation.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

- ii) Unlimited Positive Feedback Visits during 1st year of the 2 year cycle using the protocol described in section 11C, below.
 - iii) An Educator in Tier 4 can choose which year of the 2-year cycle they will have their unannounced observation(s). In the other year Educators will focus on their goals and no unannounced observations for the purposes of evaluation will occur.
- C) **(Tier 5)** In their twentieth or more years of practice as an Educator at Masconomet The Educator whose overall rating is proficient or exemplary will be evaluated under the following:
 - i) The Educator will be available to plan up to 2 peer observations per year with a non-PTS educator.
 - ii) Educators will receive 1 unannounced observation using the protocol described in section 11A, below. The Educator will invite the Evaluator to conduct the unannounced observation on a day chosen by the Educator. No other observations for the purposes of evaluation will occur during the two year cycle.
 - iii) An Educator in Tier 5 can choose which year of the 2-year cycle they will have their unannounced observation. In the other year they will focus on their goals
- D) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of the Plan which must include at least two unannounced observations, and at least one announced observation.
- E) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or less, there must be no fewer than one announced and two unannounced observations.
- F) An educator with PTS who applies for and receives a new teaching assignment in a different department shall be observed according to the provisions in 9(A).
- G) An educator with PTS who, due to reduction-in-force, is assigned to teach under a different license shall be observed according to the provisions in 9(A).

11) Observations

The Evaluator's first observation of the Educator (for Educators in the first four Tiers) should take place by November 15th . Observations and Positive Feedback Visits will be completed by May 15th .

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. When applicable, multiple indicators may be observed during an observation.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

A) Unannounced Observations

All unannounced observations shall be conducted according to the following:

- i) Evaluators shall notify the educator of his or her intention to conduct an unannounced observation immediately upon entering the classroom.
- ii) The Evaluator shall observe the Educator for at least ten minutes and not more than one class period. The Evaluator should note the time of entry and exit from the classroom or work site.
- iii) The Educator will be provided with brief written feedback from the Evaluator within four school days of the observation. The written feedback shall be delivered to the Educator in person, by e-mail, in My Learning Plan, or placed in the Educator's school mailbox, or mailed to the Educator's home if no other option exists.
- iv) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by the Evaluator providing the Educator a written document that summarizes the issues, the action(s) to be taken to correct it, and at least one announced observation of at least 30 minutes and no longer than one class period within 20 school days.

B) Announced Observations

- i) All non-PTS Educators, PTS Educators on Improvement Plans, and PTS Educators on Directed Growth Plans at the request of either the Educator or the Evaluator, shall have at least one Announced Observation, conducted according to the following:
 - (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. The observation shall be no less than twenty minutes but no longer than one class period.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) The Educator shall upon request of the Evaluator, provide the Evaluator a draft of the lesson, student conference, or activity if applicable. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within one school day if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his or her performance.
 - (3rd) Identify support and/or resources the Educator may use in his or her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.
 - (5th) Describe the assistance the Evaluator will provide to improve the educator's performance.

C) Positive Feedback Visit

All Positive Feedback Visits will be conducted according to the following:

- i) A Positive Feedback Visit is a visit by an evaluator that is no longer than 5 minutes.
 - ii) An Evaluator can complete a Positive Feedback Form to provide the Educator with brief positive feedback about the visit, if applicable under sections 9 and 10, within 1 school day.
- D) Walkthroughs, Learning Walks, and other like procedures, are not observations for the purpose of this evaluation system.

12) Evaluation Cycle: Formative Assessment For One-Year Plans

- 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 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.

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- C) *The Formative Assessment report provides written feedback and ratings to the Educator about his or her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and their overall evaluation, or both. No Educator will be expected to be Proficient in all of the elements.
- D) *No less than two weeks before January 15th for the Formative Assessment report the Educator will provide to the Evaluator evidence of; the educator's performance against the agreed to focus indicators for each of the four Performance Standards, fulfillment of professional responsibility and growth, progress toward attaining professional practice and student learning goals, and copies of their Common Assessments. Proficiency can be met by submitting just a few artifacts. Artifacts should be linked to one or more of the agreed to focus indicators for each of the four performance standards, and/or goals. Fulfillment of the Family and Community Engagement indicator can be met by completing the requirements outlined on the Evidence Submission form.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet before the completion of the Formative Assessment Report. Upon request of either the Evaluator or the Educator, the Evaluator and Educator will meet 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 in person, by email, in My Learning Plan or the Evaluator may place the report in the Educator's school mailbox, or mail to the Educator's home, if no other option exists.
- G) The Educator may reply in writing to the Formative Assessment report within ten school days of receiving the report. The Educator's reply shall be attached to the report.
- H) The Educator shall sign the Formative Assessment report within ten school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator, with input from the Educator, 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, except as provided in section 18 for PTS Educator's placed on a one year Directed Growth Plan.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year but no later than May 15th of the first year of the two year cycle.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

- B) 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 one year Directed Growth Plan.
- C) *The Formative Evaluation report provides written feedback and ratings to the Educator about his or her progress toward attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both. No Educator will be expected to be Proficient in all of the elements.
- D) *The educator may submit evidence anytime during the two year cycle, but no later than May 1st of the 2nd year of the cycle to the Evaluator. When submitting evidence the Educator will provide to the Evaluator evidence of; the educator's performance against the agreed to focus indicators for each of the four Performance Standards, fulfillment of professional responsibility and growth, progress toward attaining professional practice and student learning goals, and copies of their Common Assessments. Proficiency can be met by submitting just a few artifacts. Artifacts should be linked to one or more of the agreed to focus indicators for each of the four performance standard, and/or goals. Fulfillment of the Family and Community Engagement indicator can be met by completing the requirements outlined on the Evidence Submission form.
- E) 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 in person, by email, in My Learning Plan or the Evaluator may place the report in the Educator's school mailbox, or mail to the Educator's home, if no other option exists.
- F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet before the completion of the Formative Evaluation Report. Upon request of either the Evaluator or the Educator, the Evaluator and Educator will meet after completion of the Formative Evaluation Report.
- G) The Educator may reply in writing to the Formative Evaluation report within ten school days of receiving the report. The Educator's reply shall be attached to the report.
- H) The Educator shall sign the Formative Evaluation report within ten school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Evaluation report, the Evaluator, in consultation with the Educator may change the activities in the Educator Plan.

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.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

- B) *The Evaluator determines a rating on each standard and their overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of progress toward the attainment of the Educator Plan goals. No Educator will be expected to be Proficient in all of the elements.
- C) The primary evaluator shall determine the overall summative rating that the Educator receives.
- D) The summative evaluation rating must be based on evidence from multiple categories of evidence.
- E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F) * For educators on a two year cycle the educator may submit evidence to the evaluator anytime during the two year cycle, but no later than May 1st of the 2nd year of the cycle. For educators on a one year cycle the educator must submit evidence to the evaluator no later than May 1st of year one.

The Educator will provide to the Evaluator evidence of; the educator's performance against the agreed to focus indicators for each of the four Performance Standards, fulfillment of professional responsibility and growth, progress toward attaining professional practice and student learning goals, and copies of their Common Assessments. Proficiency can be met by submitting just a few artifacts. Artifacts should be linked to one or more of the agreed to focus indicators for each of the four performance standard, and/or goals. Fulfillment of the Family and Community Engagement indicator can be met by completing the requirements outlined on the Evidence Submission form.

- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator in person, in My Learning Plan or the Evaluator may place the report in the Educator's school mailbox, or mail to the Educator's home, if no other option exists.
- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st. The Educator may request a representative of the Association attend the meeting(s). If the Educator declines to have an Association representative present, the teacher shall sign a document confirming his or her decision.
- J) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- K) Nothing negative in terms of rating or evidence in the Educator's summative evaluation will be presented to the Educator for the first time in the summative evaluation.
- 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.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) Educator Plans – General

- A)
 - i) *Educators with PTS who at the end of a two year Self Directed Growth Plan whose overall rating is Proficient or Exemplary shall be placed on a new two year Self Directed Growth
 - ii) Educators with PTS who at the end of a two year Self Directed Growth Plan whose overall rating is less than Proficient may be placed on a one year Directed Growth Plan for the next evaluation cycle.
 - iii) Educators with PTS who at the end of a one year Directed Growth Plan whose overall rating is Unsatisfactory shall be placed on an Improvement Plan for the next evaluation cycle.
- B) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth; and to ensure Educator effectiveness and overall system accountability. The Plan will be aligned with the standards and indicators and be consistent with district and school goals.
- C) 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, which may include shared group goals;
 - ii) At least one goal for the improvement of learning, growth and achievement of the students under the Educator's responsibility, which may include shared group goals;
 - 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.
- D) It is the Educator's responsibility to make progress towards attaining 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.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

- A) *A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is less than Proficient. A Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator for one school year for educators with PTS who are rated less than Proficient on their Summative Evaluation. An exception to this would be a PTS teacher on an improvement plan who is placed on a Directed Growth Plan. That Directed Growth Plan must be contained to the year in which the plan started.
- B) Within ten school days of the Educator receiving his or her evaluation, the Evaluator and the Educator will meet to design a plan to improve the Educator's performance. The Educator may request a representative of the Association attend the meeting(s). If the Educator declines to have an Association representative present the teacher shall sign a document confirming his or her decision. The Educator shall receive a copy of the Directed Growth Plan and shall sign as proof of receipt.
- C) The Directed Growth Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the District.

The Directed Growth Plan shall:

- i) Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
- ii) Describe the activities and work products the Educator must complete as a means of improving performance;
- iii) Describe the assistance the Evaluator will provide to improve the Educator's performance;
- iv) Describe the assistance that the district will make available to the Educator;
- v) Articulate the measurable outcomes that will be accepted as evidence of improvement;
- vi) Detail the timeline for completion of each component of the Plan; and
- vii) Include the signatures of the Educator and Supervising evaluator.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

- D) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the plan, and in no case later than May 15th.
- E) 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.
- F) 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 on a Directed Growth Plan is unsatisfactory.
- B) An Educator whose practice has been rated as Unsatisfactory shall be placed on an Improvement Plan for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan of no fewer than 30 school days and no more than one school year.
- C) The Evaluator shall complete a Summative Evaluation for the Educator at the end of the period as determined by 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).

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

- iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan. The Educator may request a representative of the Association attend the meeting(s). If the Educator declines to have an Association representative present, the Educator shall sign a document confirming his or her decision.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) indicator(s), element(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1st. 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 or her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) If the Evaluator determines that the Educator is not making substantial progress toward proficiency and remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

20) Timelines

A) Timeline for Educators on One Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	At the start of the school year
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	October 15
Evaluator completes Educator Plans	November 7
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence of progress on goals and other standards	No less than 2 weeks before January 15
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	January 15
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	Before or after the Formative Assessment Report
Educator submits evidence of progress on goals and other standards	May 1
Evaluator completes all observations and positive feedback visits	May 15
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

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

B) Timeline for Educators with PTS on Two Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	At the start of the school year
Educator submits self-assessment and proposed goals	October 1 of Year 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 of Year 1
Evaluator completes Educator Plans	November 7 of year 1
Evaluator should complete first observation of each Educator (in Tier 3 or Tier 4)	November 15
Educator submits evidence of progress on goals and other standards	No Later than May 1 of Year 2
Evaluator completes observation(s) and positive feedback visits when possible	No later than May 15
Evaluator completes Formative Evaluation Report	No later than May 15 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	Before or after the Formative Evaluation Report
Educator submits evidence of progress on goals and other	May 1 of Year 2
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

*With the exception of Summative Evaluation Reports due dates may be waived by the mutual, documented consent of the Evaluator and the Educator. If any due date is a non-school day then the due date will be on the next school day following the due date.

C) Timeline for Educators on Plans of Less than One Year

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

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

21. Attaining Professional Teaching Status

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 1st. The principal's decision is subject to review and approval by the superintendent.

22. *Common Assessments/ Student Learning Indicator

- A) Common Assessments (CA)'s will be developed in conjunction with the department head and where appropriate by the educators teaching the same course. Each educator will have a total of two locally developed CA's per year used to measure student growth. CA results should be used to inform self- assessment and goal setting.
- B) The evaluator will meet with each educator or team of educators during the goal setting process to conduct a collaborative conversation about the educator's student outcomes on the CA's administered the previous year(s).
- C) Upon receiving any further guidance from DESE on rating educator impact on student learning growth or common assessments, the parties agree to bargain with respect to these matters.

23. *Using Student Feedback in Educator Evaluation

- A) The Educator Evaluation committee (as defined in 24E) will approve a student survey to be used by all educators. In order for a student survey to be adopted or adapted it must be voted by a majority of the committee. The information collected from this student survey can only be used to inform educators in the process of self assessment and goal setting as part of the evaluation cycle.
- B) Upon receiving any further guidance from DESE on using student feedback in the Educator Evaluation process, the parties agree to bargain with respect to this matter.

24. 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 he or she must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint (According to Article X, section1, page 26), or secure assistance to support an Educator.

APPENDIX D(1) (Continued)
EDUCATOR EVALUATION PROCESS

- 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 DESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. An Association representative may attend any such meeting at the discretion of the Educator. The Educator may request a representative of the Association attend the meeting(s). If the Educator declines to have an Association representative present, the Educator shall sign a document confirming his or her decision.
- E) A standing committee (The Educator Evaluation Committee) will be established to review the Educator Evaluation System. The committee is composed of six members, three from the employee bargaining unit and three from the administration. The committee is co-chaired by the President of the bargaining unit or his/her designee and the Superintendent or his/her designee. The Union President will appoint the other two members from the bargaining unit and the Superintendent will appoint the other two members from the administration. The Educator Evaluation Committee will monitor the implementation process and suggest refinements. Revisions to be adopted or adapted must be voted by a majority of the committee. All changes will be subject to collective bargaining
- F) Violations of the Educator Evaluator System (Appendix D) are subject to the grievance and arbitration procedures. The parties understand that there may be different levels of violations of the Educator Evaluator System (Appendix D). Both parties reserve the right to argue the appropriate remedy for said violations before the arbitrator.

*An asterisk in this document (Appendix D of the CBA) indicates that for the corresponding section: The parties to this agreement agree to collectively bargain with respect to this matter according to DESE guidance and to section 24(E) in the CBA and MGL Chapter 150E.

APPENDIX D(2)

STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

RUBRIC AT-A-GLANCE

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



APPENDIX D(2) (CONTINUED)

STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

STANDARD I: Curriculum, Planning, and Assessment

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

Indicator I-A. Curriculum & Planning

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

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator I-A. Curriculum & Planning

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

	Unsatisfactory	Needs Improvement	Proficient	Exemplary¹
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students in this grade or subject, or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students in this grade or subject, but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to exercise self-management, make responsible decisions, and move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in this grade or subject and the different ways they learn by providing differentiated learning experiences that enable all students to exercise self-management, make responsible decisions, and progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of students in this grade or subject and uses this knowledge to differentiate and expand learning experiences that enable their own students to exercise self-management, make responsible decisions, and make significant progress toward meeting intended outcomes. Models this practice for others.
I-A-3. Well-Structured Units and Lessons	Delivers individual lessons rather than units of instruction; constructs units of instruction that are not aligned with state standards/ local curricula; and/or designs lessons that lack measurable outcomes, fail to include appropriate student engagement strategies, and/or include tasks that mostly rely on lower level thinking skills.	Implements lessons and units of instruction to address some knowledge and skills defined in state standards/local curricula with some elements of appropriate student engagement strategies, but some student outcomes are poorly defined and/or tasks are not challenging.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that students are able to learn the knowledge and skills defined in state standards/local curricula.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that all students are able to learn and apply in authentic contexts the knowledge and skills defined in state standards/local curricula. Models this practice for others.

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator I-B. Assessment

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator I-C. Analysis

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

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

APPENDIX D(2) (CONTINUED)

STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

STANDARD II: Teaching All Students

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

Indicator II-A. Instruction

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator II-A. Instruction

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator II-B. Learning Environment

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator II-C. Student Learning

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

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

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

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

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

Indicator II-D. Cultural Proficiency

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator II-E. Expectations

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

STANDARD III: Family and Community Engagement

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

Indicator III-A. Engagement

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

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

Indicator III-B. Collaboration

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator III-B. Collaboration

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

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

Indicator III-C. Communication

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

STANDARD IV: Professional Culture

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

Indicator IV-A. Reflection

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator IV-B. Professional Growth

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

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

Indicator IV-C. Collaboration

Collaborates effectively with colleagues on a wide range of tasks.

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator IV-D. Decision-Making

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

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

Indicator IV-E. Shared Responsibility

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

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

APPENDIX D(2) (CONTINUED)
STANDARDS AND INDICATORS OF EFFECTIVE TEACHING PRACTICE

Indicator IV-F. Professional Responsibilities

Is ethical and reliable, and meets routine responsibilities consistently.

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

APPENDIX D(3)

SPECIALIZED INSTRUCTIONAL SUPPORT PERSONNEL (SISP)

RUBRIC AT-A-GLANCE

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

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC



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

Indicator I-A. Curriculum and Planning: Has strong knowledge specific to subject matter and/or professional responsibility, has a good grasp of child development and how students learn, and designs effective and rigorous plans for support consisting of well-structured lessons with measurable outcomes.

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

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development ⁵	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.

⁵ "Plan" is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCPs), Career Plans, and 504 Plans. The type of plan that an educator is responsible for depends on the educator being evaluated; both the educator and evaluator should understand and agree upon the definition relevant to the educator's role.

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC



Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and				
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.

APPENDIX D(3) (CONTINUED)

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

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

APPENDIX D(3) (CONTINUED)

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

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

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

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

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

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

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

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

APPENDIX D(3) (CONTINUED)

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

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

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

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

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.

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

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

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

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

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

APPENDIX D(3) (CONTINUED)

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

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

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

APPENDIX D(3) (CONTINUED)

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership				
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.

APPENDIX D(3) (CONTINUED)

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC



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

STANDARDS AND INDICATORS OF EFFECTIVE SISP PRACTICE: RUBRIC

Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.

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

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.

IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces 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 appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

APPENDIX D(4)
EVALUATOR FORMS

Formative Assessment Report Form – (For Educators on 1-year Plans)

*For educators on one-year plans mid-cycle of the one year cycle

Educator—Name/Title:

Primary Evaluator—Name/Title:

Supervising Evaluator, if any—Name/Title/Role in evaluation:

School(s):

Assessing:

☐ Progress toward attaining goals

☐ Performance on Standards

☐ Both

Progress Toward Student Learning Goal(s)

Describe current level of progress and feedback for improvement. Attach additional pages as needed.

Progress Toward Professional Practice Goal(s)

Describe current level of progress. Attach additional pages as needed.

APPENDIX D(4) (Continued)
EVALUATOR FORMS

Performance on Each Standard <i>Describe performance and feedback for improvement. Attach additional pages as needed.</i>
I: Curriculum, Planning, & Assessment
II: Teaching All Students
III: Family & Community Engagement
IV: Professional Culture

Signature of Evaluator _____ Date Completed: _____

Signature of Educator _____ Date Received: _____

Educator Comments (optional)

APPENDIX D(4) (Continued)
EVALUATOR FORMS

Summative Evaluation Report Form- (For Educators on 1-year Plans)

*For Educators on one-year plans at the end of the one year cycle

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation:

School(s): _____

Current Plan: ☐ Self-Directed Growth Plan ☐ Directed Growth Plan
☐ Developing Educator Plan ☐ Improvement Plan

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded

Rationale, evidence, and feedback for improvement: _____

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded

Rationale, evidence, and feedback for improvement: _____

APPENDIX D(4) (Continued)
EVALUATOR FORMS

Rating on Each Standard
<div>I: Curriculum, Planning, & Assessment <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary</div> <div><u>Rationale, evidence, and feedback for improvement:</u> </div> <div style="height: 80px; border: 1px solid #ccc; margin-top: 5px;"></div>
<div>II: Teaching All Students <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary</div> <div><u>Rationale, evidence, and feedback for improvement:</u> </div> <div style="height: 80px; border: 1px solid #ccc; margin-top: 5px;"></div>
<div>III: Family & Community Engagement <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary</div> <div><u>Rationale, evidence, and feedback for improvement:</u> </div> <div style="height: 80px; border: 1px solid #ccc; margin-top: 5px;"></div>
<div>IV: Professional Culture <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary</div> <div><u>Rationale, evidence, and feedback for improvement:</u> </div> <div style="height: 80px; border: 1px solid #ccc; margin-top: 5px;"></div>

APPENDIX D(4) (Continued)
EVALUATOR FORMS

Overall Performance Rating
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"><input type="checkbox"/> Unsatisfactory<input type="checkbox"/> Needs Improvement<input type="checkbox"/> Proficient<input type="checkbox"/> Exemplary</div> <div><u>Rationale, evidence, and feedback for improvement:</u> </div> <div style="height: 250px; border: 1px solid #ccc; margin-top: 10px;"></div>
Plan Moving Forward
<div style="display: flex; justify-content: space-between; margin-bottom: 10px;"><input type="checkbox"/> Self-Directed Growth Plan<input type="checkbox"/> Directed Growth Plan<input type="checkbox"/> Improvement Plan<input type="checkbox"/> Developing Educator Plan</div>

Signature of Evaluator	<div style="background-color: #d3d3d3; width: 40px; height: 15px;"></div>		Date Completed:	<div style="background-color: #d3d3d3; width: 40px; height: 15px;"></div>	
Signature of Educator	<div style="background-color: #d3d3d3; width: 40px; height: 15px;"></div>		Date Received:	<div style="background-color: #d3d3d3; width: 40px; height: 15px;"></div>	

Educator Comments (optional)

APPENDIX D(4) (Continued)
EVALUATOR FORMS

Formative Evaluation Report Form – (For Educators on 2- year plans)

* For educators on two-year Self-Directed Growth Plans at the end of Year One of the cycle

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation:

School(s): _____

Progress Toward Student Learning Goal(s)

☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded

Progress Toward Professional Practice Goal(s)

☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded

Rating on Each Standard

I: Curriculum, Planning, & Assessment	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
II: Teaching All Students	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
III: Family & Community Engagement	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
IV: Professional Culture	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary

Overall Performance Rating

☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

APPENDIX D(4) (Continued)
EVALUATOR FORMS

Comments are only required if:

A) The Evaluator is assigning a rating different from the previous summative evaluation on any standard or overall.

B) If the Evaluator is assigning a rating below proficient on any standard or overall.

Rationale, evidence, and if below proficient, feedback for improvement



Signature of Evaluator  _____ Date Completed:  _____

Signature of Educator  _____ Date Received:  _____

Educator Comments (optional)



APPENDIX D(4) (Continued)
EVALUATOR FORMS

Summative Evaluation Report Form – (For Educators on 2-year plans)

* For educators on two-year Self-Directed Growth Plans at the end of Year Two of the cycle

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation:

School(s): _____

Current Plan: ☐ Self-Directed Growth Plan ☐ Directed Growth Plan
☐ Developing Educator Plan ☐ Improvement Plan

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded

Comments on Goals

Rating on Each Standard

I: Curriculum, Planning, & Assessment ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

II: Teaching All Students ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

III: Family & Community Engagement ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

IV: Professional Culture ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

Rational and evidence for each Standard and if below proficient feedback for improvement

APPENDIX D(4) (Continued)
EVALUATOR FORMS

Overall Performance Rating			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
Plan Moving Forward			
<input type="checkbox"/> Self-Directed Growth Plan	<input type="checkbox"/> Directed Growth Plan	<input type="checkbox"/> Improvement Plan	<input type="checkbox"/> Developing Educator Plan

Signature of Evaluator	<div style="background-color: #cccccc; width: 40px; height: 15px; display: inline-block;"></div>		Date Completed:	<div style="background-color: #cccccc; width: 40px; height: 15px; display: inline-block;"></div>	
Signature of Educator	<div style="background-color: #cccccc; width: 40px; height: 15px; display: inline-block;"></div>		Date Received:	<div style="background-color: #cccccc; width: 40px; height: 15px; display: inline-block;"></div>	

Educator Comments (optional)

APPENDIX D(4) (Continued)
EVALUATOR FORMS

Observation Form

Educator—Name/Title:

Evaluator—Name/Title:

School(s):

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

Plan Duration: ☐ Two-Year ☐ One-Year ☐ Less than a year ☐

Observation Number: Observation Date: Observation Time/Duration:

Observation Location (e.g., classroom, grade-level meeting, etc.):

Announced Observation ☐ Unannounced Observation ☐

The Evaluator is not required nor expected to review all the Focus indicators during an observation. When applicable, multiple indicators may be observed during an observation.

Observation Evidence pertains to (check any that apply):

Standards and Focus Indicators for Effective Teaching Practice: Rubric Outline			
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
<input type="checkbox"/> I-A. Curriculum and Planning 1. Subject Matter Knowledge 3. Well-structured Lessons <input type="checkbox"/> I-B. Assessment 1. Variety of Assessment Methods <input type="checkbox"/> I-C. Analysis 1. Analysis and Conclusions	<input type="checkbox"/> II-A. Instruction 1. Quality of Effort and Work 3. Meeting Diverse Needs <input type="checkbox"/> II-C. Student Learning	<input type="checkbox"/> III-A. Engagement 1. Family Engagement _____ FOR SISPs ONLY <input type="checkbox"/> III-B. Collaboration 2. Student Support	<input type="checkbox"/> IV-A. Reflection 1. Reflective Practice

☐ Progress toward attaining student learning goal

☐ Progress toward attaining professional practice goal

APPENDIX D(4) (Continued)
EVALUATOR FORMS

Brief Observation Feedback (optional)



Educator Comments (optional)



Signature of Evaluator



Date Completed:



Signature of Educator



Date Received:



APPENDIX D(4) (Continued)
EVALUATOR FORMS

Positive Feedback Form

Educator—Name/Title:

Evaluator—Name/Title:

School(s):

Educator Plan: ☐ Self-Directed Growth Plan ☐ Directed Growth Plan
☐ Developing Educator Plan ☐ Improvement Plan*

Plan Duration: ☐ Two-Year ☐ One-Year ☐ Less than a year ☐

Date Time Duration **5 minutes**

Location (e.g., classroom, grade-level meeting, etc.):

Positive things I saw (brief)

☐ Observation Evidence pertains to (check any that apply):

Standards and Focus Indicators for Effective Teaching Practice: Rubric Outline			
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
<input type="checkbox"/> I-A. Curriculum and Planning 1. Subject Matter Knowledge 3. Well-structured Lessons <input type="checkbox"/> I-B. Assessment 1. Variety of Assessment Methods <input type="checkbox"/> I-C. Analysis 1. Analysis and Conclusions	<input type="checkbox"/> II-A. Instruction 1. Quality of Effort and Work 3. Meeting Diverse Needs <input type="checkbox"/> II-C. Student Learning	<input type="checkbox"/> III-A. Engagement 1. Family Engagement _____ FOR SISPs ONLY <input type="checkbox"/> III-B. Collaboration 2. Student Support	<input type="checkbox"/> IV-A. Reflection 1. Reflective Practice

☐ Progress toward attaining student learning goal

☐ Progress toward attaining professional practice goal

Signature of Evaluator Date Completed:

APPENDIX D(5)
EDUCATOR FORMS

Self-Assessment Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation:

School(s): _____

I have completed my Self Assessment, Analysis of Student Learning, Growth, Achievement and assessment of Practice Against Performance Standards.

Student Feedback: I have reviewed the results of the District Social Emotional Learning survey and the summary results and the individual questions for my grade level, team, or target group of students.

☐ Yes

☐ No

I have reviewed the agreed upon focus indicators highlighted in the Rubric at a Glance.

☐ Yes

☐ No

Team, if applicable: _____



List Team Members below:



APPENDIX D(5) (Continued)
EDUCATOR FORMS

Educator Goal Setting and Plan Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation:

School(s): _____

Check all that apply ☐ Proposed Goals ☐ Final Goals Date: _____

One student learning goal and one professional practice goal are required. **Team goals must be considered.**

Student Learning S.M.A.R.T. Goal <i>Check whether goal is individual or team; write team name if applicable.</i>	Professional Practice S.M.A.R.T. Goal <i>Check whether goal is individual or team; write team name if applicable.</i>
<div style="margin-bottom: 10px;"><input type="checkbox"/> Individual</div> <div style="margin-bottom: 10px;"><input type="checkbox"/> Team: _____</div> <div style="height: 300px; border: 1px solid #ccc;"></div>	<div style="margin-bottom: 10px;"><input type="checkbox"/> Individual</div> <div style="margin-bottom: 10px;"><input type="checkbox"/> Team: _____</div> <div style="height: 300px; border: 1px solid #ccc;"></div>

S.M.A.R.T.: S=Specific and Strategic; M=Measurable; A=Action Oriented;
R=Rigorous, Realistic, and Results-Focused; T=Timed and Tracked

APPENDIX D(5) (Continued)
EDUCATOR FORMS

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

Plan Duration: ☐ Two-Year ☐ One-Year ☐ Less than a year ☐

Start Date: ☐ End Date: ☐

Some activities may apply to the pursuit of both goals (student learning or professional practice).

Planned Activities	
<i>Describe actions the educator will take to make progress toward attaining the student learning and professional practice goals. Activities may apply to individual and/or team goals.</i>	
Actions	Supports/Resources from School/District if applicable
<input type="checkbox"/>	<input type="checkbox"/>

Signature of Evaluator ☐ Date: ☐

Signature of Educator ☐ Date: ☐

APPENDIX D(5) (Continued)
EDUCATOR FORMS

Evidence Submission Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

Supervising Evaluator, if any—Name/Title/Role in evaluation:

School(s): _____

Evidence pertains to (check all that apply):

- ☐ Fulfillment of professional responsibilities and growth
- ☐ Evidence of outreach to and ongoing engagement with families
- ☐ Progress toward attaining student learning goal(s)
- ☐ Progress toward attaining professional practice goal(s)
- ☐ Other:

Evidence Table of Contents

(Include a list of artifacts, DDM spreadsheet, and check off for Standard III)

Check off for Standard III

Family Engagement IIIA1

Check the boxes below if you have a pattern of:

- ☐ grades will be up-to-date and published no later than half -way through a marking period and at report card dates.
- ☐ responding within 2 school days (unless absent) to parent communication

APPENDIX D(5) (Continued)
EDUCATOR FORMS

Complete and attach this table for each Artifact			
<p>Name: _____</p> <p>Description: _____</p> <p>Select all that apply</p>			
Standards and Focus Indicators for Effective Teaching Practice: Rubric Outline			
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
<input type="checkbox"/> I-A. Curriculum and Planning 1. Subject Matter Knowledge 3. Well-structured Lessons <input type="checkbox"/> I-B. Assessment 1. Variety of Assessment Methods <input type="checkbox"/> I-C. Analysis 1. Analysis and Conclusions	<input type="checkbox"/> II-A. Instruction 1. Quality of Effort and Work 3. Meeting Diverse Needs <input type="checkbox"/> II-C. Student Learning	<input type="checkbox"/> III-A. Engagement 1. Family Engagement <hr/> FOR SISPs ONLY <input type="checkbox"/> III-B. Collaboration 2. Student Support	<input type="checkbox"/> IV-A. Reflection 1. Reflective Practice
Reflection and/or Analysis of Artifacts <i>(Brief analysis and reflection of artifacts included)</i>			
<div style="background-color: #d9d9d9; width: 50px; height: 20px; margin-bottom: 10px;"></div>			

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Appendix E(1)
Masconomet Regional School District
Coaches Evaluation Process

Employee Name: _____ Position: _____ Season/Year: _____

P = Proficient; NI = Needs Improvement; U = Unsatisfactory

A. Professional and Personal Relationships

1. _____ Maintains open lines of communication with campus administration both verbally and in writing; regularly updates administration and or athletic director regarding athletic issues.
 2. _____ Models appropriate professional conduct towards players, coaches, officials, and patrons at athletic practices and games.
 3. _____ Establishes and maintains open lines of communication with students and parents.
-

B. Coaching Performance

1. _____ Demonstrates knowledge and expertise in his/her sport. (techniques, skills, strategies, and motivation)
 2. _____ Develops and implements effective leadership strategies that foster individual and team commitment and success.
 3. _____ Designs flexible, well-coordinated and well-organized practices that maximize team, staff and facility resources.
 4. _____ Demonstrates respect and good sportsmanship on and off the playing field; establishes expectations for student athletes and staff to do the same.
 5. _____ Uses updated coaching techniques and ideas through clinics, studies, and scouting.
 6. _____ Models effective leadership skills that promote positive attitudes and efforts among student athletes.
 7. _____ Delegates responsibility as appropriate to assistant coaches while maintaining full responsibility for the program or sport (head coaches only).
 8. _____ Communicates to student athletes the importance of accepting responsibility for their own decisions and behavior on and off the playing field.
 9. _____ Achieves optimal individual and/or team performance levels that extend beyond season win-loss records.
-

C. Related Coaching Responsibilities

1. _____ Emphasizes/encourages academic success.
2. _____ Attends meetings, practices, and athletic events at designated times.
3. _____ Follows requirements as described in the Athletic Handbook, MIAA Handbook, and district procedures.
4. _____ Submits required documents as listed in the Athletic Handbook to the campus and Athletic Department by designated deadlines.

5. _____ Assumes responsibility for the proper procurement and care of athletic equipment.
6. _____ Helps distribute and collect uniforms, equipment, and supplies.
7. _____ Staff provides sufficient supervision (locker rooms, weight room, transportation, and practice).
8. _____ Works cooperatively with administration (principal, assistant principals, athletic director, and administrative assistant).
9. _____ Meets with parents/athletes at the beginning of the season to provide season expectations (schedules, policies, and procedures)
10. _____ Contacts and updates all media personnel.
11. _____ Demonstrates fair and patient behavior with team members (players, parents, and asst. coaches).
12. _____ Disciplines athletes in a purposeful and constructive manner.

AD Comments:

Coach Comments:

C. Coaching Status

- _____ Recommended Continuing Coaching
 _____ Needs Improvement*
 _____ Not Recommended to Continue Coaching**

*An action plan must be developed if the coach continues on a probationary status.

**If a coach has earned three consecutive years of "Recommended to Continue Coaching" evaluations, he/she cannot be moved to the "Not Recommended to Continue Coaching" rating without first being put on a "Needs Improvement" action plan.

 Coaches Signature

 Date

 Athletic Director's Signature

 Date

(The Employee has the right to include a written statement as an addendum to the evaluation.)

APPENDIX E (2)

MASCONOMET REGIONAL SCHOOL DISTRICT ADVISOR EVALUATION PROCESS

1. An evaluation will be completed each year for all Advisors by the appropriate principal on the Advisor Evaluation form.
2. This written evaluation will be completed on or before March 15th.
3. Additional evaluations may be made by the principal when there is some question regarding the work that is being done by the Advisor.
4. In preparing the evaluation, the principal will be as specific as possible in writing observations and comments.
5. The job specifications for the advisor position will be used as the basis for the observations and comments.

MASCONOMET REGIONAL SCHOOL DISTRICT
ADVISOR EVALUATION

Advisor:

Position: Date:

Supervisor's Observations:

Supervisor's Comments:

Advisor's Comments

Evaluation has been read by:

Advisor's Signature: _____ Supervisor's Signature: _____

APPLICATION PROCEDURES FOR APPLYING FOR CLASSIFICATION AS ASSOCIATE MASTER
TEACHER AND MASTER TEACHER

- 1) Any member of the professional staff, except administrative personnel and department heads, who meets the educational and experience qualifications as set forth in Article XIII, Section 5, Parts 3 and 4, of this Agreement, is eligible to apply for classification as Associate Master Teacher or Master Teacher.
- 2) To be considered for evaluation for possible appointment to either of these two classifications requires voluntary application on the part of the applicant.
- 3) All applications shall be held in strict confidence by the applicant, the evaluators, the administrators, and the School Committee.
- 4) Application forms for the appropriate classification will be secured from the applicant's principal. Completed applications must be returned to the applicant's principal on or before September 30th.
- 5) Each principal, within five (5) days following the closing date for receipt of applications, shall forward all completed applications of eligible personnel from his/her school to the superintendent.
- 6) The superintendent, within five (5) days after receiving such applications from the principals, shall:
 - a) Compile a master list of applicants by school and by department, after first reviewing each application in terms of minimum eligibility requirements.
 - b) Notify department heads and principals in writing, listing by classifications the names of teachers in the department and in the school who have been accepted for evaluation.
 - c) Notify in writing all teachers whose applications have been accepted, stating that their applications have been received and that they are being considered as active candidates for evaluation for the classification of Associate Master Teacher or Master Teacher, as the case may be.
- 7) A teacher who has made application for such classification and who has been informed by the superintendent that he/she is being considered as an active candidate and who subsequently desires to withdraw his/her application for personal reasons, may do so at any time by letter to this effect to the superintendent.

APPENDIX F (2)

Masconomet Regional School District
Boxford, Massachusetts

APPLICATION FOR EVALUATION FOR THE
ASSOCIATE MASTER TEACHER CLASSIFICATION

Instructions: Any teacher who is eligible and wishes to be considered for classification as Associate Master Teacher shall complete the application below and return it to the appropriate principal no later than September 30th, ____.

APPLICATION

I wish to apply for classification as Associate Master Teacher, effective September 1st, ____.
I understand that this application will be kept confidential by the School Committee, the administration, the evaluators, and myself.

Evaluation will be made by the assigned evaluators from September through May, ____, and will be considered by the School Committee at a regular meeting early in June. I will be notified by July 15th, ____, of the action taken.

If I am to receive an unfavorable recommendation from the evaluators, it is understood that I shall be so notified, the reasons clearly stated, and that I shall have the opportunity to withdraw my application before it is presented to the School Committee. This action in no way prevents me from reapplying the following year.

With the above facts in mind, I request that this be considered as my application for classification as Associate Master Teacher.

Signature of Applicant

Position

Date _____

APPENDIX F (3)

Masconomet Regional School District
Boxford, Massachusetts

APPLICATION FOR EVALUATION FOR THE
MASTER TEACHER CLASSIFICATION

Instructions: Any teacher who is eligible and wishes to be considered for classification as Master Teacher shall complete the application below and return it to the appropriate principal no later than September 30th, _____.

APPLICATION

I wish to apply for classification as Master Teacher, effective September 1st, _____. I understand that this application will be kept confidential by the School Committee, the administration, the evaluators, and myself.

Evaluation will be made by the assigned evaluators from September through May and will be considered by the School Committee at a regular meeting early in June. I will be notified by July 15th, _____, of the action taken.

If I am to receive an unfavorable recommendation from the evaluators, it is understood that I shall be so notified, the reasons clearly stated, and that I shall have the opportunity to withdraw my application before it is presented to the School Committee. This action in no way prevents me from reapplying the following year.

I have read the qualifications as written in the Teacher Agreement, especially Appendix F (4). On the attached sheet I have summarized those things I have accomplished or plan to accomplish regarding Appendix F (4). This statement will have my evaluators judge me for Master Teacher status.

With the above facts in mind, I request that this be considered as my application for classification as Master Teacher.

Signature of Applicant

Position

Date _____

EVALUATION CRITERIA FOR ASSOCIATE MASTER AND MASTER TEACHER CANDIDATES

1. Associate Master Teacher

- a. The criteria used as a guideline for regular evaluation of teachers will also serve as a basis for determining a teacher's qualifications for this distinction.
- b. A teacher applying for this classification will be expected to have had a record of consistent growth and performance as revealed by ratings of "Proficient" in most prior evaluations.

2. Master Teacher

- a. A higher level of competence will be expected for Master Teacher rating than for Associate Master Teacher status.
- b. The criteria used as a guideline for regular evaluation of teachers will also serve as a basis for determining a teacher's qualifications for the distinction of Master Teacher but to which an additional area of effectiveness will be added. This additional area, although encompassing some of the items of the preceding areas, seeks to point up the importance and value of responsible leadership as a dominant characteristic of the truly outstanding professional educator and Master Teacher.
- C. It is expected that candidates for Master Teacher status, in addition to having demonstrated consistently a high level of performance in the criteria of Appendix (D), will have assumed increasingly specific responsibility for leadership roles that have resulted in activities that make significant strides toward improving education. Examples of the types of activities that may be considered noteworthy are:
 - (1) Planning and directing in-service training activities for teachers of a school or special curriculum area.
 - (2) Presenting ideas that result in the improvement of some teaching technique.
 - (3) Recommending curriculum changes that improve and update the existing curriculum.
 - (4) Planning ways to improve school life and school program.
 - (5) Planning and participating in educational experimentation.
 - (6) Preparing articles for publication in education journals.
 - (7) Writing project applications for the procurement of grants under the provisions of state and federal legislation.
 - (8) Accepting opportunities for professional involvement beyond the Masconomet community when such are offered.
 - (9) Taking the initiative in any other leadership activity that attests to a high degree of selfless dedication to education and sets a worthy example for colleagues, students, parents, and the citizens of the community

APPENDIX F (5)

Evaluation of Associate Master and Master Teacher Candidates

- A. The superintendent will assign a team of no less than three (3) evaluators to each applicant who has voluntarily applied for and has been judged eligible for consideration for such classification. These will be the same persons who are regularly involved in supervising and evaluating the applicant and an Associate Master Teacher or Master Teacher from the department. The assignment of a peer evaluator shall be acceptable to the applicant.
- B. The evaluation team for each applicant will submit a single composite appraisal to the superintendent, together with a specific recommendation of approval or disapproval of the applicant's request for such classification. This report must be completed by June 1st. If the decision of the evaluating team is for disapproval, the team is obligated to inform the applicant in person as to the reason for the decision. The applicant may then, if he/she so chooses, exercise his/her right to withdraw his/her application by written notification to the superintendent.
- C. Appraisal reports received by the superintendent will be reviewed by him/her and subsequently presented to the Education Sub-committee with his/her recommendation for its consideration and action relative thereto.
- D. The Curriculum Sub-committee will make its report and recommendation to the Committee for final action no later than June 20th.
- E. Successful applicants will be notified in writing by the superintendent no later than the July 15th following. In addition, those receiving either of these special merit awards will be presented an appropriate certificate signed by the Chairman of the Committee and the superintendent.

Re-Evaluation of Associate Master - Master Teacher Program

- A. Associate Master - Master Teachers who will have reached that status prior to February 15th, 1973, shall not receive less than the stipend as provided in the present Teachers' Agreement, subject to the provisions of Section E below. As these individual teachers entered into the program in good faith, based on the provisions of the program at the time of entry, they shall not be affected by subsequent changes to the Associate Master-Master Teacher program, unless they so desire.
- B. After February 15th, 1973, people who achieve Associate Master - Master Teacher status shall be eligible for re-evaluation only after positive attempts have been made to correct any alleged deficiencies. These attempts shall be made prior to the reevaluation period, i.e., September 1st through June 1st.
- C. The re-evaluation team shall consist of the principal, department head, and two Associate Master and/or Master Teachers within the candidate's department, if possible. If there is a dead-locked decision, the superintendent will serve as mediator. A dead-locked decision shall not be construed as reason enough for a candidate's failure to be recommended favorably to the Committee for appointment.
- D. The re-evaluation period will coincide with the regular Associate Master - Master Teacher evaluation period. If the teacher is found to be deficient, the stipend will be reduced by one-third (1/3rd), with automatic provisions for re-evaluation the next year, subject to the conditions of Section E (below), with possible reinstatement to his/her former status in the program, or the withholding of an additional one-third (1/3rd), or no action.
- E. To encourage the teachers referred to in Sections A and B above who have reached the status of Associate Master or Master Teacher prior to February 15th, 1973, to apply for re-evaluation, it will be possible for him/her to receive an additional stipend of one-third (1/3rd) of the Associate Master or Master Teacher stipend over each of the next three (3) years following each subsequent re-evaluation. This will become a regular part of the Associate Master-Master Teacher stipend.

It shall also be possible for the evaluation team to recommend that the stipend be reduced by one-third (1/3rd) or to remain the same. If a person is reduced in stipend, there will be an automatic provision for re-evaluation the next year with possible reinstatement to his/her former step on the program, or further reduction of one-third (1/3rd), or to remain the same. It shall be possible to apply for re-evaluation every three (3) years, on a voluntary basis. The evaluation team will be of the same composition as mentioned in Section C above.

The number of re-evaluations per year is limited to seven (7) candidates (exclusive of automatic re-evaluations of those whose stipend is reduced by re-evaluation of previous year). If more than seven (7) apply, those to be re-evaluated will be determined by the superintendent on the basis of "time in grade" as Associate Master - Master Teacher, and if the number still exceeds seven (7), on basis of length of time in system.

- F. There is to be no limit to the total number of Associate Master - Master Teachers.

APPENDIX G (1) – Sample Contracts

MASCONOMET REGIONAL SCHOOL DISTRICT

Boxford - Middleton - Topsfield
Boxford, Massachusetts

TEACHER CONTRACT

(For teachers serving without professional status)

Agreement made this ____ day of ____ 20XX by and between the Masconomet Regional School District, County of Essex, and Commonwealth of Massachusetts, hereinafter referred to as the Committee, and _____ hereinafter referred to as the teacher.

In consideration of the mutual promises herein contained:

1. The Committee agrees to employ the teacher for the ensuing school year at an annual salary of \$XX,XXX payable in twenty six (26) equal installments and deemed fully earned on June 30th of the year closing, notwithstanding the division of the salary into twenty six (26) installments.
2. The teacher agrees to serve the district as a teacher in the subjects and grades that may be assigned by the principal and/or the superintendent of the District with the advice and consent of the Committee.
3. The teacher agrees to conform to all laws of the Commonwealth relating to education, to all lawful rules and regulations, which have been or may be enacted by the Committee or the administration relative to the conduct of the school and the service expected of teachers, and to fulfill the assigned teacher responsibilities.
4. It is agreed the teacher will be a member of Massachusetts Teachers' Retirement System (*MTRS*), according to the Laws of the Commonwealth of Massachusetts.
5. The teacher declares that he/she holds a Massachusetts certificate to teach in the subject areas in which he/she is to be employed. A copy of the certificate is on file in the superintendent's office.
6. It is agreed that this contract may not be terminated by the teacher at any time prior to its expiration without the approval of the principal or the superintendent and any request for its termination except it be urgent personal need, shall be written notice of at least four (4) weeks. In the event of leaving the service of the Committee prior to the end of the school year, the teacher shall be entitled to that portion of the annual salary represented by the number of days served out of a total of one hundred eighty-four (184) days.
7. The Committee agrees to give notice to the teacher not later than June 15th before the expiration of the school year regarding its intention to renew its contract with the teacher for the ensuing school year, and the teacher agrees to notify the Committee within ten (10) calendar days as to the teacher's availability for a position as teacher for the ensuing school year.

APPENDIX G (1) (continued)

8. All provisions of the Agreement between the Masconomet Regional School Committee and the Masconomet Teachers Association are hereby incorporated as terms of this contract.
9. It is agreed and understood that the Committee may terminate this contract at any time for good and sufficient cause.
10. It is agreed and understood that the first ninety days of employment are a probationary period in which the teacher may be terminated and that the Superintendent after this date may terminate the contract at any time for good cause.

Masconomet Regional School District

By _____, Superintendent

By _____, Teacher

Sign and return one copy of this contract to the superintendent within ten (10) calendar days.

APPENDIX G (2)

MASCONOMET REGIONAL SCHOOL DISTRICT
Boxford - Middleton - Topsfield
Boxford, Massachusetts

TEACHER CONTRACT
(For teachers with professional teacher status)

Agreement made this ____ day of _____, 20XX by and between the Masconomet Regional School Committee, County of Essex, Commonwealth of Massachusetts, hereinafter referred to as the Committee, and _____, hereinafter referred to as the teacher.

In consideration of the mutual promises herein contained:

- (1) The Committee agrees to employ you for the ensuing school year as a teacher with professional teacher status as provided in Chapter 71, Section 41, of the General Laws of Massachusetts.
- (2) Your degree level and salary information are indicated in the space provided below:

Degree Level and Step	_____
Base Salary	_____
Other:	
Guidance Counselor Stipend	_____
Overload	_____
Longevity	_____
Associate Master Teacher	_____
Master Teacher	_____
Extra Course(s)	_____
 Total	 _____

- (3) The teacher agrees to serve the District as a teacher in the subjects and grades that may be assigned by the principal or the superintendent of the District with the advice and consent of the Committee.
- (4) The teacher agrees to conform to all laws of the Commonwealth relating to education, to all lawful rules and regulations that have been or may be enacted by the Committee or the school administration relative to the conduct of the schools and the service expected of teachers, and to fulfill the assigned teacher responsibilities.
- (5) It is agreed that this contract may not be terminated at any time by the teacher prior to its expiration without the consent of both parties, and any request for its termination, except for urgent personal need, shall be by written notice of at least four (4) weeks, except that a resignation effective in September shall require a notice of sixty (60) days. In the event of leaving the service of the District prior to the end of the school year, the teacher shall be entitled to that portion of the annual salary represented by the number of days served out of a total of 184 days.

APPENDIX G (2) (continued)

- (6) All provisions of the Agreement between the Masconomet Regional School Committee and the Masconomet Teachers Association are hereby incorporated as terms of this contract.
- (7) It is agreed and understood that the principal or superintendent may terminate this contract at any time for just cause in accordance with Chapter 71, Section 42, of the General Laws of Massachusetts.

Masconomet Regional School District

By _____, Superintendent

By _____, Teacher

Sign and return one copy of this contract to the superintendent of the District within ten (10) calendar days.

APPENDIX G (3)

MASCONOMET REGIONAL SCHOOL DISTRICT
Boxford - Middleton - Topsfield
Boxford, Massachusetts

_____CONTRACT

Name Date.....

You are hereby notified of your appointment to the position of _____ in the
Masconomet Regional School District for the school year beginning _____ and ending
at a salary of \$_____, payable as per Article XIII, Section 21. The basis upon which the above
salary is computed is as follows:

PLEASE INDICATE IN THE SPACE BELOW HOW YOU WISH TO RECEIVE PAYMENT FOR THIS
STIPEND:

___ 26 PAYMENTS* ___ 2 PAYMENTS

*Available to regular Masconomet staff

This contract is separate and distinct from the contract under which you are employed as a Teacher. It is mutually agreed that payment of salary specified herein shall cease upon resignation from or abandonment of the position described above.

All pertinent provisions of the Salary Policy established by the Masconomet Regional District School Committee are hereby incorporated as terms of this contract.

It is mutually agreed and understood that for good cause this contract may be terminated at any time by the School Committee.

Masconomet Regional District School Committee

By _____, Chairman

_____, Employee

Sign and return both copies of this contract to the superintendent of the District within ten (10) calendar days. After the Chairman of the School Committee has signed this contract, the original copy will be returned to you.

APPENDIX H

END-OF-CAREER POLICY BENEFITS
DESIGNATION OF BENEFICIARY

(Employee's Name)

(Social Security Number)

(Date of Initial Employment)

(Date of Birth)

In the event of my death and before I can file for end-of-career benefits, please pay my end-of-career policy benefit to the person listed below:

(Name of Beneficiary)

(Relationship)

(Contingent Beneficiary)

(Relationship)

(Signature)

(Date)

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AGREEMENT STYLEBOOK

To make the Agreement into an internally consistent document over time as items are added and deleted, the following grammar, style, and formatting guidelines have been set:

1. As new provisions are added to the Agreement, add them to the Table of Contents and the Index, as appropriate.
2. When adding new language to a bulleted or numbered list, follow the format of the previous items.
3. Unless page-format considerations overrule, leave a space between headings and paragraphs and between paragraphs themselves.
4. Use a page break to keep together sections that should not be separated (e.g., the Duration of Agreement signature blocks).
5. "Agreement" is capitalized but written in lower case letters and not underlined.
6. Capitalize "Association," "Committee," and "District." Also capitalize "Special Education."
7. Do not capitalize "administration," "superintendent," "principal," "president" of the Association, or "chair" of the PIC.
8. Use a comma before "and" and "or" when punctuating a series.
9. Use hyphens for compound adjectives (e.g., eighth-grade dance or first-year teacher) and compound nouns (e.g., goal-setting).
10. Use brackets for parenthetical information within parentheses.
11. Use "that" instead of "which," unless the clause is non-restrictive and is set off by commas.
12. Punctuation falls within the final quotation mark (...grade of "B.").
13. Dates are written as ordinals with superscripts (e.g., June 1st, 2000) without writing out the day of the month as a word. In punctuating months and years without a specific day of the month, do not set off the year with commas (e.g., June 2000 of the following year). The exception to this rule is in the introductory paragraph to each Duration of Agreement block ("Executed in duplicate this first (1st) day of September 2000 for...")
14. Money amounts are written as the amount in words, the amount in parentheses as a number but without a dollar sign, and then the word "dollars" written as a word [e.g., ten (10) dollars]. If no cents are involved, no decimal is shown.
15. Use "Masconomet Regional School District" instead of naming the Middle and High Schools, unless the one specific school is to be singled out.
16. Appendix numbers are in capital letters and underlined, while Appendix names are in capital letters but not underlined. Headline blocks are single-spaced and centered.
17. The current document font is Arial, in type size 11.

Note: On page 56, in the middle of the September 1st, 1981, through August 31st, 1983, Agreement, an unremovable (due to earlier formatting) dotted-line across the middle of the page must be whited out before copying for distribution.

Stuart Deane
February 2003