AGREEMENT

between

MANCHESTER-ESSEX TEACHERS ASSOCIATION

and the

MANCHESTER ESSEX REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

September 1, 2024 – August 31, 2027

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Preamble

Recognizing that the purpose of the Manchester Essex Regional School District is to provide education of the highest possible quality for the students of Manchester-by-the-Sea and Essex and that equitable treatment, a workplace conducive to the maintenance of good morale, and a high respect for the staff are essential to the achievement of that purpose, we the undersigned parties to this Contract hereby agree that:

The Manchester Essex Regional School Committee (hereinafter the "Committee") is a public body established under and with duties, powers, responsibilities, and rights provided by the General Laws of Massachusetts and the applicable rules and regulations of administrative agencies issued under such laws.

The Superintendent of Schools for the District is the executive officer of the school system and, as such, administers and directs the operation of the Manchester Essex Regional School District (hereinafter the "District") in accordance with the policies of the Committee.

The professional staff[1] of the District shares with the Committee and the administration responsibility for providing students of the District with an education of the highest possible quality consistent with the policies of the Committee. Because of its direct contacts with school children, the professional staff has a major role in implementing current policies and in recommending revisions wherever appropriate.

Fulfillment of these responsibilities is to be facilitated and supported by negotiations utilizing discussions and exchanges of information between the Committee and its administration and the representatives of the staff defined in Article I Recognition which result in agreements reduced to writing and contained herein relating to wages, hours, and other conditions of employment. Nothing herein shall be construed so as to restrict the free exchange of views and information regarding educational policy.

[1]In this Agreement, professional staff is used interchangeably with professional employee, employee, unit member, teacher or educator, and all phrases refer to the members of the bargaining unit.

Article I
Recognition

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any other questions arising thereunder, the Manchester Essex Regional School District School Committee (MERSDSC) recognizes the Manchester-Essex Teachers' Association (META) as the exclusive agent and representative of the following employees:

Teachers
Permanent substitutes who have worked over ninety-two (92) consecutive days
Guidance Counselors Department Chairs
Speech and Language Therapists Psychologists
Physical and Occupational Therapists Nurses
Librarians
Adjustment Counselors Director of Guidance Athletic Director
Title I Teachers
Special Education Team Chairperson Grant-funded Professional Positions
Long-Term substitutes on 1-year appointments

Article II
Rights of School District

Except where a specific provision or an express term of this Agreement clearly provides otherwise, the Committee retains the exclusive right to manage its business and to determine the methods and means by which the schools shall be operated.

As the legislative body charged with the efficient and economical operation of the Manchester Essex Regional School District, it is acknowledged that the Committee has the final responsibility of establishing the educational policies of the Manchester Essex Regional School District.

The exercise of such responsibility by the School Committee shall be at the sole discretion of the School Committee and shall not be subject to grievance, arbitration or other review, except as specifically provided by an express term of this Agreement.

Article III
Negotiation Procedure

The Committee agrees to enter into negotiations with the Association for a successor agreement. Should the parties agree to Interest-Based Bargaining (IBB), training will begin no later than October 15 preceding the expiration date. If the parties choose not to utilize IBB, negotiations for a successor agreement will commence not later than November1 preceding the expiration date. In either case, the parties agree to negotiate with a goal of concluding negotiations in advance of the annual town meetings in Manchester and Essex.

"Negotiations" shall be defined as, but not limited to, a good faith effort by the School Committee and the Association to reach a written understanding relative to teachers' wages, hours, and other conditions of employment, whether or not covered by this Agreement.

Within thirty (30) days after written notice of either party to the other, the Association and the Committee, or duly appointed agents of either and/or both, shall meet to discuss any matter relative to employment which is properly defined within "negotiations" in the foregoing paragraph.

In the event that the parties enter into negotiations during the term of this Agreement and agreements are mutually reached between the Committee and the Association, they shall be reduced to writing, shall be signed by the Committee and the Association, and shall become an addendum to this Agreement to be incorporated into the successor Agreement.

Article IV
Grievance Procedure

The purpose of the procedure set forth hereinafter is to resolve differences regarding a complaint of a violation of this Agreement. A grievance shall be defined as an alleged violation of a provision(s) of this Agreement.

The parties to this Agreement recognize the desirability of settling grievances at the earliest possible time. The parties are encouraged to problem-solve disputes.

The Association and the Committee desire that the procedure shall be confidential.

A grievance must be filed at its initial level no later than thirty (30) school days next following the occurrence of the violation or the date when the grievant should have known about the violation.

At the Association's option, a class-action grievance may be initiated at either Level One or Level Two of the procedure.

Any time limit under this Article may be waived by mutual agreement.

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

If any unit member covered by this Agreement shall present a grievance without representation by the Association, the disposition of the grievance, if any, shall be consistent with the provisions of the Agreement. The Association shall be informed of the grievance hearing by the administrator/School Committee at that level of the procedure, shall work with the administrator and the aggrieved unit member to establish a mutually convenient time and date for the meeting, and shall be permitted to be heard at each level of the procedure at which the grievance is to be considered.

No reprisals of any kind shall be taken against any person because of the exercise of rights under the grievance procedure.

The levels of the grievance procedure shall be as follows:

Level One — The Association and/or the unit member shall present the grievance to the Principal. The Principal shall meet within ten (10) school days in an attempt to resolve the grievance. The Principal shall issue a written answer to the grievance no later than ten (10) school days after the grievance hearing.

Level Two — In the event that the grievance is not settled at Level One, the grievance may be submitted in writing to the Superintendent within ten (10) school days of receipt of the Principal's written decision. The Superintendent shall meet with the Association within ten (10) school days of receipt of the grievance at Level Two and s/he shall attempt to resolve the grievance. The Superintendent shall issue a written decision to the grievance no later than ten (10) school days after the grievance hearing.

Level Three — In the event that the grievance is not resolved at Level Two, the grievance may be submitted in writing to the Committee within ten (10) school days of receipt of the Superintendent's written decision. No later than at its next regularly scheduled meeting the Committee shall meet with the Association to discuss the grievance. The Committee shall issue a written response to the grievance no later than ten (10) school days after the Level Three meeting.

Level Four — If the grievance shall not have been disposed of to the satisfaction of the Association by the end of twenty-five (25) school days next

following the date of the written response of the School Committee, the Association may pursue one (1) of the following two (2) courses:

- For grievances involving the evaluation, suspension, or termination of a unit member(s), the Association may file for arbitration with the American Arbitration Association (AAA);

- For grievances involving other disputes under the Agreement, the Association may file for arbitration with the Board of Conciliation and Arbitration.

The cost of arbitration shall be divided equally between the two parties but excluding the Association's and the Committee's own cost of the presentation of their respective cases.

The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.

The arbitrator's award shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue(s) submitted. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of the Agreement. The award shall be final and binding upon the Committee, the Association, and any unit member(s) who may be party to a grievance.

Article V
Payroll Deductions and Procedures

Payroll Procedures

Unit members shall be paid in twenty-six (26) bi-weekly pay periods. Unit members shall receive any remaining paychecks for the year on the last day of school.

Direct deposit of payroll checks shall be available to unit members who authorize the direct deposit in writing on the appropriate form provided by the Superintendent's office.

The MERSDSC agrees to make the following deductions, subject to authorization by the employee: Association Dues, Town Employees' Credit Union, Annuities, 403B Plans, Section 125 Plan Deductions, and Insurance Plans - including Health, Dental, Life and Individual/Group Disability Plans. The membership shall have access to the Long Term Care Plan identified by the Manchester Essex Teachers Association.

Once established by completion of the proper form(s) provided by the Superintendent's office, these payroll deductions shall continue from year to year. Revocation of any or all of the deductions must be in writing and is subject to any pertinent statute or IRS regulation.

A unit member shall be permitted to change the dollar amount of any voluntary deduction with a minimum of two (2) weeks' written notice on the proper form to the Superintendent's office.

Any of the above deductions so authorized by unit members new to the District or by current unit members who determine to establish a deduction shall be established no later than September 30 and shall begin with the last paycheck in October. Unit members may also choose to establish a deduction for a tax- sheltered annuity or a 403B plan during the month of April.

Payment of Extracurricular/Professional Stipends

Year-long Extracurricular and Professional Stipends will be paid in accordance with the following schedule:

Fifty per cent (50%) of the stipend with the first pay period in December.

Fifty per cent (50%) of the stipend with the second pay period in May.

Extracurricular Stipends with activities extending into June will be paid in the pay period following completion of those activities.

Payment of Athletic Stipends

Athletic stipends will be paid in accordance with the following schedule.

Fall: Fifty per cent (50%) of the stipend will be paid on the first pay period after October 1

Winter: Fifty per cent (50%) of the stipend will be paid on the first pay period after January 1

Spring: Fifty per cent (50%) of the stipend will be paid on the first pay period after April 1

In each of the above cases the remainder of the stipend will be paid in the pay period following the completion of all "close-out tasks." Said tasks will be set forth on a "punch list" developed by the Athletic Director following consultation with the coach involved.

Dues Deduction

The Association shall annually transmit to the employer the amount of the dues.

Deductions shall be made in as equal pay period installments as possible during the school year.

The employer shall transmit monies collected to the Association Treasurer each pay period.

The form for dues deduction is located in Appendix A: Forms.

Article VI
Conditions of Employment

Work Year

The work year shall begin the Monday before Labor Day and shall end no later than June 30. The unit members' work year shall begin with one (1) orientation day and one (1) professional development day prior to the student school year. Two (2) additional professional days shall be scheduled within or contiguous to the unit member work year. The student year shall consist of one hundred eighty (180) days of student instruction which shall begin the third day of the unit member work year. School shall be closed for unit members and students the Friday before Labor Day.

The day before Thanksgiving shall be a half-day for students and unit members. On all early release days, the elementary school students and staff shall be released forty (40) minutes after the high school and/or middle school students are released.

First-year unit members may be required to attend up to three (3) orientation days on Tuesday, Wednesday and Thursday, prior to the beginning of the work year. New staff orientation days must be contiguous to the beginning of the work year. Any unit member asked to work on those days shall be compensated at the rate of forty dollars ($40) per hour. In the event the Professional Development Committee (PDC) determines that up to three (3) orientations days are necessary for second- and/or third-year unit members, those days may be scheduled subject to the conditions listed above.

Professional Development: A minimum of eight early release days will be scheduled for the purpose of professional development and collaboration. A minimum of three (3) of these early release days shall be exclusively for teacher collaboration.

At the elementary level and middle school level there shall be one (1) additional early-release days for parent conferences and one (1) full-day release day to occur on a

district-wide professional development day. In order to provide parents with an opportunity to schedule a spring conference, the elementary and middle school classroom teachers shall send a notice to parents announcing the date of the spring parent conference early- release day.

Members in the Department of School Counseling may be scheduled up to four (4) additional workdays, not to exceed 35 hours total, per year for each high school counselor. The Director of Guidance shall consult with the unit member regarding the scheduling of these days. All counselors shall be compensated for such work at his/her per diem rate of pay.

Work Day

The workday of unit members shall be seven (7) hours which consist of the six and one- half (6 1/2) hour school day, including the one half (1/2) hour duty-free lunch period. In addition, unit members shall report for work ten (10) minutes prior to the beginning of the school day and shall remain ten (10) minutes after the end of the school day. An additional ten (10) minutes has been added to the school day as shown in the table below:

The workday of unit members shall be:

Essex Elementary School	8:05 AM – 3:05 PM
Memorial Elementary School	8:05 AM – 3:05 PM
Manchester Essex Middle/High School	7:35 AM - 2:35 PM

In an emergency, teachers may be asked to remain on duty until students have left the building safely.

The District may adjust the starting or dismissal times for a school day by up to fifteen (15) minutes provided that the span of consecutive hours for any unit member is not increased. The District shall notify the Association no later than April 1 of the school year prior to the school year for which it proposes such a change. The Superintendent and the Committee shall meet with the Association to negotiate the impact of any such adjustment.

Lunch

All unit members shall have a thirty (30) minute duty-free lunch.

Nurses' Lunch

Each nurse will schedule a lunch period equal to the length of the unit member lunch in the building during the day. The administration agrees not to intrude on this time. The nurse, however, understands that s/he must respond to emergencies in the

building. In the event the nurse loses all or a portion of the identified lunch period, s/he will reschedule the lunch.

High School Schedule and Preparation Time

The high school schedule shall consist of a seven (7) period schedule meeting five (5) blocks a day on a rotating seven (7) day cycle.

Each full time unit member will have a minimum of three hundred forty-four (344) minutes of preparation time per seven (7) day cycle to devote to lesson planning, grading or the like. A preparation period shall be equal in length to the corresponding length of the scheduled student instructional block. Full time unit members who function as classroom teachers, including exploratory teachers, specialists and special education teachers, will have their preparation periods built into their schedule.

Teachers will receive one (1) scheduled period per school day as a planning period. Nurses, guidance counselors, school psychologists, library teachers and OT/PT/Speech staff are responsible for scheduling preparation time within their workday. If a full time unit member has a day with a duty and no preparation period, the principal will provide coverage to ensure that the unit member has a preparation period. Department Chairs will not be used to provide such coverage.

The Association and School Committee both acknowledge that changes in schedule may implicate mandatory subjects for collective bargaining and that the Association will be given written notice of proposed changes and an opportunity to bargain to the extent required by law. The Parties agree to review the following language at JLMC: “Department Chairs will not be used to provide such coverage.”

High School Teaching Assignments

In the high school, full-time unit members shall be assigned no more than twenty-five (25) teaching periods per seven (7) day cycle.

The “Power Block” shall not be an instructional period, nor shall it be assigned to a teacher as a preparation period, with the exception of staff shared with the Middle School (band and chorus)

Middle School Schedule and Preparation Time

See Appendix F for language governing Middle School Schedule and Preparation Time for 2019-2020. In the event that the parties do not reach a ratified agreement on Middle School schedule and preparation time, the language of Appendix F will govern the Middle School schedule and preparation time.

The middle school schedule shall consist of a seven (7) period schedule meeting

six (6) blocks a day on a rotating six (6) day cycle.

Each full time unit member will have a minimum of two hundred ninety-five (295) minutes of preparation time per six (6) day cycle to devote to lesson planning, grading or the like. A preparation period shall be equal in length to the corresponding length of the scheduled student instructional block. Full time unit members who function as a classroom teacher, including exploratory teachers, specialists and special education teachers will have their preparation periods built into their schedule.

Every effort will be made to ensure that each full time unit member receives one (1) period per school day as a planning period. Teachers of art, music, business, technical studies or physical education will receive one (1) scheduled period per school day as a planning period. Nurses, guidance counselors, school psychologists, library teachers and OT/PT/Speech staff are responsible for scheduling preparation time within their workday. If a full time unit member has a day with a duty and no preparation period, the principal will provide coverage to ensure that the unit member has a preparation period. Department Chairs will not be used to provide such coverage.

The Association and the School Committee both acknowledge that changes in schedule may implicate mandatory subjects for collective bargaining and that the Association will be given written notice of proposed changes and an opportunity to bargain to the extent required by law.

Middle School Teaching Assignments

The middle school schedule shall consist of a seven (7) period schedule meeting six (6) blocks a day on a rotating six (6) day cycle.

Each full time unit member will have a minimum of two hundred ninety-five (295) minutes of preparation time per six (6) day cycle to devote to lesson planning, grading or the like. A preparation period shall be equal in length to the corresponding length of the scheduled student instructional block. Full time unit members who function as a classroom teacher, including exploratory teachers, specialists and special education teachers will have their preparation periods built into their schedule.

Full-time unit members shall be assigned no more than twenty-six (26) teaching periods per 6-day cycle except that teachers of art, music, business, technical studies or physical education may be assigned no more than thirty-one (31) instructional blocks per six (6) cycle, provided each additional teaching period shall be in lieu of a period of assigned administrative duty.

Every effort shall be made to ensure that beginning August 2017, all Middle School/High School teachers, including teachers of art, music, business, technical studies or physical education, shall be assigned no more than twenty-six (26) teaching periods per 6-day cycle. Notwithstanding the previous sentence, beginning in August 2017, any full-time teachers of art, music, business, technical studies or physical

education, who continue to teach between twenty-six (26) and thirty-one (31) instructional blocks per six (6) cycle, will be excused from such responsibilities such as homeroom, mandatory attendance at assemblies, MCAS proctoring, SCORE advising, or any other duties.

In the event that a 1.0 FTE unit member is assigned a blended schedule including both core and special subjects, s/he shall be scheduled according to one of the following configurations:

1 Core Subject Section and 5 Special Subject Sections
2 Core Subject Sections and 4 Special Subject Sections
2.5 Core subject Sections and 3 Special Subject Sections
3 Core Subject Sections and 2 Special Subject Sections
4 Core Subject Sections and 1 Special Subject Section

Special Subjects are defined as art, music, business, technical studies and physical education.

Any modification of the above blended schedule configurations or placement of a unit member with less than 1.0 FTE into a blended schedule shall be done only through a written agreement signed by the unit member, META and the Superintendent.

Elementary Schools Schedule and Preparation Time

At the elementary schools each full-time unit member shall receive two hundred seventy (270)minutes of duty-free time per week to devote to lesson planning, grading, or the like. Every effort shall be made to ensure that each full-time unit member receives six (6) periods of forty-five (45) minutes per 5 day cycle as a planning period. Unit members who function as a classroom teacher, including exploratory teachers, specialists, library teachers and special education teachers will have their preparation periods built into their schedule. Nurses, guidance counselors, school psychologists, the English Language Learner/Coordinator, and OT/PT/Speech staff are responsible for scheduling preparation time within their workday.

In the event of structural changes to the master elementary schedule, Principals shall form a scheduling committee, including no fewer than three representatives appointed by the Association, to review the elementary school schedule to provide feedback and recommendations. Thereafter, the Parties agree to negotiate any impact that the proposed changes may have on members.

Loss of a Scheduled Preparation Period

A unit member who loses a scheduled preparation period shall be compensated at the rate of forty dollars ($40) per hour or portion thereof. If the loss of the preparation period is at the direction of administration, then administration will document the hours

and submit the paperwork to the district office for payment within the pay cycle that the compensation was earned.

Classes Taught in the Evening

A night class in subjects such as Band, Chorus, and Journalism may be taught in the evening in lieu of a class during the school day. Such course may be scheduled outside the regular workday with the agreement of the affected member. In such event, the starting or ending time of the unit member's workday shall be adjusted by one period. The Association shall be notified of the Agreement.

A unit member may leave the school premises on any unassigned time during the workday. A unit member shall notify the Principal's Office of his/her departure and of his/her return.

Supervisory Duties

Any duties under this Agreement shall be done on an equitable, rotating basis during the unit member workday. All supervision herein shall be done in accordance with yearly schedules established by the respective Principal's Office. Supervisory schedules shall be posted and given to each unit member in the school at the beginning of the school year. Any change in a supervisory schedule shall also be posted and distributed to each unit member in the school.

A unit member who is assigned to more than one (1) building will be assigned duties in the primary building to which s/he is assigned. The primary building shall be the building in which the member spends the greater amount of time.

Assignments

Unit members at the elementary level shall receive assignments, schedules, and class lists for the following school year by August 1st. Such lists and schedules may be changed thereafter, however, when new students are enrolled during the summer months or for other unforeseen circumstances.

A unit member shall not be assigned to more than two (2) buildings per day and shall be provided with travel time of thirty (30) minutes between buildings when the buildings are located in two (2) different towns. The District will make best efforts to provide priority parking near the entrance to the building. When a unit member travels between buildings within the same town, the unit member shall work out a mutually agreeable schedule with the Principal that permits reasonable travel time.

Every effort shall be made to arrange a part-time unit member's schedule to ensure contiguous scheduling of classes, preparation time, and duties.

Department Chairs

A Grade 6 – 12 Department Chair shall teach a maximum of four (4) classes with no additional duties.

A Department Chair shall be appointed annually.

Specialist Curriculum Leaders

Specialist Curriculum Leaders will attend Department Chair meetings on a rotating basis or shall determine among themselves an order of attendance.

Class Size

The School Committee's goal will be to maintain the following district-wide core class size benchmark ranges:

Kindergarten	17-19
Grades 1-2	18-20
Grades 3-5	19-22
Middle School (by section)	19-22
High School (by section)	19-22

Class Size refers to the total number of students in a classroom or section. Core subjects are: elementary grade level classrooms and Middle/High School level sections in the departments of English, Math, and Foreign Language (Grade 6 and above), Social Studies/History, and Science/Technology/Engineering classes.

The goal will be to maintain a pupil to teacher benchmark of 25 for specialist classes (e.g., Physical Education, Art, Health, Music, Computer Technology, and Grade Six Foreign Language). In the event that class size exceeds 20% of the maximum guideline class size, the administration will examine the feasibility of adding a class or section by considering the following factors:

- Grade Level
- Teacher Load by Role (i.e., the total number of students assigned to a teacher per year/term/semester)
- Safety guidelines
- Student Needs
- Building space/physical accommodations
- Budgetary constraints
- Building-wide teacher to pupil ratio
- Projected enrollment changes

The teacher/pupil ratios will be based upon the projected number of students in the budget guidelines for the coming year.

Meetings

In recognition of changing professional responsibilities and the need for facilitating professional collaboration the total number of all meetings a unit member may be required to attend, including faculty, grade level, staff collaboration, and department meetings, but not including IEP meetings, child study meetings, or training, shall not exceed two (2) meetings per month. This does not apply to individual parent-teacher conferences.

Meetings shall be held on Wednesday afternoons and shall generally not be more than one (1) hour in length or a total of more than two (2) hours per month.

The District may adjust the meeting day by notifying the Association no later than April 1 prior to the school year for which it proposes such a change. The Superintendent and the Committee shall meet with the Association to negotiate the impact of any such adjustment.

Meetings shall not be held on Fridays or on any day preceding or following a holiday or school vacation, except in an emergency.

A unit member shall attend one (1) evening meeting or event per year.

If a professional staff member of the Guidance Department voluntarily agrees to a request by the Guidance Department Chair to attend a scheduled evening event involving MERSD students and/or parents of students in excess of one (1) meeting per year, the staff member will be provided, with the scheduling approved by the building Principal, compensatory time not to exceed two (2) hours per event. Such compensatory time will be forfeited if not used within a calendar week of the event. The Director of Guidance shall maintain a record of the actual date and time of the event and the date and hours the unit member used his/her compensatory time. When a student services meeting cannot be reasonably accommodated within the unit member's work day (excluding prep periods and lunch periods), unit members attending the meeting shall be paid forty dollars ($40) per hour upon request. Unless the meeting involves a student/family emergency, three (3) workdays notice of the meeting is required. Any meeting held outside the unit member's workday must have prior approval of the Principal or Director involved.

A unit member who is assigned to more than one (1) building will attend meetings in the primary building to which s/he is assigned. Unit members ending a school day outside of their primary building will be afforded travel time to attend primary building meetings without penalty. The primary building shall be the building in which the member spends the greater amount of time. An exception to this clause will apply if there is an agreement between the principals involved. The principal of the primary building will be responsible for notifying the META President and the Superintendent of

any exception to this clause. In any event the unit member's meeting schedule will not exceed the total amount of meeting time required of other unit members. Principals shall try to schedule building-wide meetings on days that specialists are in the building.

Required Change of Classroom/Building

When a unit member is required to move from one room to another or from one site to another due to a transfer, construction or renovation, the member shall be notified of the move no later than the first Friday in June or a month ahead of the date of the move, should the move be scheduled to occur after the school year has commenced. The District shall provide boxes and packing materials. The unit member shall be responsible for packing and unpacking his/her classroom materials. The custodial staff shall do all moving and lifting of materials. A unit member shall be compensated at the rate of thirty dollars ($30) an hour or portion thereof for time spent moving his/her room provided that prior written approval of the number of hours has been granted by the building principal.

Part-time Unit Members

Part-time teachers shall have duties, preparation time and meeting responsibilities in direct proportion to the percentage of teaching time for which they are compensated.

A reasonable effort shall be made to schedule consecutively the teaching, preparation and duty responsibilities of part-time teachers.

Unit Work

The Association withdraws its proposal on unit work without prejudice, and the Committee agrees that the Association can pursue issues of unit work through the grievance/arbitration procedure and unfair labor practice charges without the 2004-2007 bargaining history brought up as prejudicial to any action taken by the Association.

Article VII
Professional Development, Induction and Mentoring

Professional Development

There shall be a Professional Development Council (PDC) composed of the Director of Curriculum and Instructional Technology or his/her designee, the principals, and two (2) unit members from each school, at least one of whom will be a classroom teacher, selected by the Association. The Committee shall be co-chaired by a unit member selected by the unit members on the PDC and a member of the administration. The selection process will be completed no later than June 10.

The Professional Development Council shall have the following duties:

- The PDC will participate in development of the District Professional Development Plan.
- The PDC will participate in planning, organization, and assessment of the Professional Development activities of the school system.

- The BDC will recommend to the Director of Curriculum and Instructional Technology an annual budget for professional development based on the District Professional Development Plan.

- The PDC shall act as a clearinghouse to ensure that teacher directed in-district professional development opportunities. (i.e., study groups, workshops, virtual learning etc.) align with the District's Professional Development Plan.

- It shall be the responsibility of PDC members to communicate the training needs of the teachers within their buildings, especially the training needs related to new or existing curricula.

- Teachers who are members of the Professional Development Council shall receive an annual stipend based upon the Matrix for Options Beyond the Salary Schedule.

Induction and Mentoring Program

Under the auspices of the PDC there shall be implemented and maintained a comprehensive induction and mentoring program.

The purpose of the induction and mentoring program is to ensure that each unit member new to the system receives guidance, information, support, and training in accordance with MGL. Chapter 71, Section 38G. as s/he undertakes his/her professional role and responsibilities.

Graduate Teacher Fellows and Student Teachers

In partnership with local colleges and universities, MERSD teaching staff may agree to supervise Graduate Teaching Fellows or Student Teachers. Supervision may consist of modeling and observing lessons, providing feedback, and reviewing lesson plans. Unit A members supervising Graduate Teaching Fellows shall be compensated at the rate of $1000 for the 2023-2024 school year

No later than May 31 of each school year, the administration shall post the positions of mentor(s) in each building. In addition to the posting requirements in the

Vacancies and Transfer Article, the posting shall include the anticipated number of mentors needed in each building and in each curriculum area. If, subsequent to May 31, it is determined that additional mentors are needed, the positions shall be posted as above.

A mentor shall have at least three (3) years' experience in MERSD. If, however, a unit member who has achieved professional status in a another school district prior to his/her employment in the Manchester Essex School District is awarded professional status in the Manchester Essex School District by June 15 of his/her second full year of service in this District, then said unit member shall be eligible to apply to be a mentor in the Manchester Essex School District subsequent to his/her appointment as a professional status teacher in the Manchester Essex School District.

Each mentor shall receive training prior to beginning his/her work with a mentee.

Each mentor shall maintain a log, the sole purpose of which is to maintain a record of meetings of the mentor and the mentee during the mentoring year. To document that these meetings have occurred, this log containing a record of meetings will be submitted to the Superintendent or his/her designee. The Superintendent or his/her designee will notify the mentors of the dates upon which the logs will be submitted.

All communication between the mentor and the mentee is confidential.

Any written materials shall be given to the mentee no later than the end of the school year and shall be used only within the mentoring process.

Time shall be provided at least once per quarter for the mentee or the mentor and the mentee to observe other classes or personnel. It is the responsibility of the mentor to arrange observation opportunities. Participation on the part of the personnel to be observed is voluntary. Personnel willing to be observed shall have at least two (2) school days' notice.

Article VIII
Recertification

The District shall abide by the Massachusetts regulations on recertification found at 603 CMR §44.00.

Each unit member shall be provided with copies of school and District goals.

A unit member who has returned from a leave of absence or a newly hired unit member shall be granted three (3) months to obtain approval of his/her IPDP.

Article IX
Vacancies and Transfers

Vacancies

In any posting of a vacancy, anticipated vacancy, or promotional position or stipendiary position under this Agreement, the following information shall be provided: specifications, qualifications, compensation, and application deadline. At least fourteen (14) calendar days excluding school vacations and holidays during the school year, prior to an application deadline, the Superintendent shall notify the META President of the posting for each position and shall post an electronic notice to staff via MERSD on the website Postings during the summer shall be sent to the President and to unit members via MERSD e-mail.

A unit member's application shall receive equal consideration with those submitted by outside candidates. In the event that unit members and outside candidates who are applicants for stipend positions have equal qualifications as determined by the Superintendent or Principal, a unit member will be appointed to the stipend position.

Summer School Positions

The Superintendent shall publicize all openings for summer school positions.

Voluntary and Involuntary Transfers

Voluntary Transfers

Any unit member desiring a transfer shall submit a written request to the Superintendent not later than March 31. Requests shall specify the location or the assignment desired. The Superintendent shall endeavor to process requests for transfers as promptly as possible.

Involuntary Transfers

When a transfer is necessary, volunteers shall be solicited first. If there is no volunteer, the involuntary transfer shall be made on the basis of seniority, and the least senior unit member certified for the position shall be transferred.

Written notice of the proposed involuntary transfer and the reason(s) therefore shall be given to the unit member involved.

Article X
Reduction in Force

Should a reduction in staff be necessary, the District shall utilize the following procedure and criteria.

The following order of reduction shall be the order in which reduction shall be made:

1. Attrition
2. Substitute unit members
3. Unit members on waiver, provided that there is a certified unit member who is qualified to fill that position
4. Unit members without professional status provided that there is a certified unit member who is qualified to fill that position
5. Voluntary transfer by a professional status teacher to a vacant position shall be made to avoid the termination of a professional status teacher due to a reduction in force or partial reduction in force, provided the voluntarily transferring teacher is qualified to perform the duties of the vacant position.

In the event a teacher with professional teacher status is to be reduced due to a reduction force, or a partial reduction in force, the following factors shall be considered by the Superintendent in determining who, among teachers with professional teacher status, is to be reduced:

- Level of license within department or classification
- The nature, diversity, and teaching experiences of the unit member under all licenses held at the time of the reduction in force
- Evaluation of Educator performance on Standards I and II as set forth in Appendix (insert letter) of this agreement
- Evaluation of Educator performance on Standards III and IV as set forth in Appendix (insert letter) of this agreement
- Student learning needs
- Length of service in MERSD

Where, among teachers with professional teacher status, the other foregoing factors are approximately equal, length of service as a unit member in MERSD shall be the determining factor.

In the event of any changes in MGL Chapter 71, Section 42, with respect to reduction in force during the duration of this agreement, the parties agree to renegotiate Article X, Reduction in Force.

Each area/classification shall constitute a separate unit for purposes of layoff:

Pre-K – 5

6 – 8
9 -12
K–12 by area: Art, Adjustment Counselor, Foreign and World Language, Guidance, Library/Media, Nurses, Physical Education, Music, Psychologists, Reading, Speech, Special Education, Technology Integration

New areas/classifications added during the term of this Agreement shall be considered added to this list.

Any unit member to be laid off shall be notified of the action no later than June 15 of the school year preceding the school year in which the reduction is to take place. The District shall make every effort to notify affected unit members by May 15. A nurse may be reduced from full-time to part-time status but notice of such reduction, if any reduction is to occur in the subsequent school year, shall be consistent with the June 15 notification date for all other members.

Once a unit member with professional status is laid off, the unit member shall be considered to be on leave of absence without pay for a period of twenty-six (26) months from the first work day of the school year after notice of layoff is received unless the unit member accepts recall or unless the unit member refuses/fails to respond to a recall. During the period of layoff the unit member shall be eligible to participate in District insurance plans but shall pay the full cost of the plans in which s/he chooses to participate.

To be eligible for recall rights and benefits under this Agreement, the unit member must agree in writing to waive his/her rights to review the decision with the Superintendent in accordance with MGL C. 71 s. 42 and permit the Superintendent to dismiss him/her without challenge at the end of the recall period should s/he not return to active employment by end of the recall period. A unit member shall have at least twenty-one (21) days from the receipt of notice of intent to layoff to sign and return the waiver form herein quoted.

Rights of a unit member on layoff shall be governed by the following conditions:

No new unit member(s) shall be hired for a position when there is a unit member on layoff who is qualified to fill the position.

Unit members shall be recalled in reverse order of layoff by the department/classification or within the department/classification.

No part-time teacher shall be offered additional work prior to a PTS unit member on layoff being given the opportunity. Such work accepted by a laid off teacher shall not in any way impact his/her recall rights under Article VI.

Recall notices shall be sent by certified or registered mail to the laid off unit member's last known address. The unit member shall have fourteen (14) days after the receipt of the notice to accept the recall. In the event the recalled unit member does not accept the recall, all recall rights shall terminate. In addition, if the recall notice is returned to the District because the unit member has not picked up the notice, then all recall rights shall terminate.

A unit member with professional status recalled under this Article shall be credited with all of the benefits to which s/he was entitled prior to his/her layoff, including accumulated sick leave, and shall be placed one (1) step higher on the salary schedule (unless previously on the maximum step) than s/he occupied when laid off, provided s/he would have advanced to such step had s/he not been laid off. Seniority and other benefits shall not accrue during the period of time a unit member is on recall.

A unit member who has been laid off shall be given preference on the substitute list if s/he so desires and so indicates in writing to the Superintendent.

A unit member on layoff shall be notified by email of all notifications of vacancies and new positions. All vacancies and new positions shall be posted on the MERSD website on a regular basis. The unit member is responsible for notifying the Superintendent's office of his/her certification area(s) as well as his/her personal email address.

Seniority is defined as continuous employment from the initial date of hire in Essex, Manchester, or the Manchester Essex Regional School District, including time spent on approved leaves of absence. An authorized unpaid leave of absence shall not disrupt continuity of service; such time, however, shall not be credited for purpose of seniority.

Within sixty (60) days after the execution of this Agreement the Committee shall forward to the members of the Association the initial seniority list containing the names of all the unit members, listed in order of seniority with date of appointment and years and months of seniority. The proposed list shall be posted in each building. A seniority list then shall be established each school year by November 1; the list shall remain in effect until the subsequent list is established.

Any challenge(s) to the list must be filed by written notice to both the Superintendent and the Association President no later than twenty (20) school days after the dissemination and posting of the list. Within ten (10) school days of the date the challenge(s) is due, the Superintendent and the Association President or his/her designee shall meet to resolve a challenge. If the challenge is not resolved, the matter shall be immediately submitted to expedited arbitration in accordance with the rules of the American Arbitration Association.

Any challenge(s) to the composition of subsequent annual seniority lists may be

made only to the extent of the change, if any, from the immediately preceding seniority list.

Article XI
Paid Leaves of Absence

Any paid leave under this Agreement shall entitle the unit member to credit for leave time as though s/he were in the active service of the District.

Any unpaid leave that results from leave granted as unpaid leave that extends any period of leave time specified herein shall not constitute a break in service, nor shall it affect any salary and active experience credit for purposes of this Agreement.

The unit member shall return to his/her position or to a comparable position. Upon return, all benefits to which a unit member was entitled at the time his/her leave commenced shall be restored to him/her upon his/her return.

Any service in the District requirement for purposes of a leave under this Article shall mean service in Manchester or Essex prior to July 1, 2000 alone or in combination with service in the District after July 1, 2000.

Sick Leave

Unit members shall be entitled to fifteen (15) sick leave days each contract year for absences resulting from the illness or injury of a unit member. Each unit member hired prior to July 1, 1986 shall be allowed to accrue sick leave without limit. Each unit member hired on or subsequent to July 1, 1986 shall be allowed to accrue sick leave to a limit of two hundred (200) days.

If a unit member is absent for five or more consecutive days, the Superintendent has the right to ask the unit member to provide a note from a medical provider.

The following provisions are effective September 1, 2002, for purposes of determining a less than full-time unit member's sick leave accrual and its interface with past/future full-time sick leave accrual:

> If a unit member is less than a 1.0 Full Time Employee (FTE) or moves from 1.0 FTE to part-time but s/he works five (5) days a week, the number of sick leave days shall accrue by the same number as those of a full-time unit member: fifteen (15) sick leave days per year. If the part-time unit member moves to full-time status, the accrued number of sick leave days shall then be multiplied by the percentage of the week that the unit member has been employed. For example, a .5 unit member with thirty (30) accrued sick leave days shall receive fifteen (15) accrued sick leave days upon full-time employment status.

If a unit member who is less than a 1.0 FTE or moves from 1.0 FTE to part-time but works less than a five (5) day week, s/he shall receive sick leave proportionate to the amount of sick leave received by a full-time unit member. For example, a 0.8 unit member who works only four (4) of the five (5) weekdays shall receive 0.8 of the sick leave days. If this unit member moves to full-time employment, s/he shall retain his/her accrued number of sick leave days.

Any change in status shall result in the recalculation of leave days. A unit member who moves from full-time status to less than full-time will have recorded in a separate account on his/her status sheet the number of accrued sick leave days earned as of that date.

For purposes of determining an individual's annual sick leave and accrued sick leave, all calculations shall be rounded up to the nearest day upon retirement from the school system.

The sick leave allowable for any year shall be available in full at the commencement of the school year.

Each unit member shall be advised in writing on the employee status report of the number of unused sick days that the unit member has to his/her credit by October 1st of each year.

A unit member who resigns or is non-renewed because of budgetary constraints, declining enrollment, or program elimination and is rehired shall be credited with the number of days of sick leave previously accrued.

Family/Household Accident or Illness

A unit member may use his/her annual allotment of fifteen (15) sick leave days to care for a family member defined as spouse/partner, child, parent, parent of one's spouse/partner, sibling and or a household member. Use of more than fifteen (15) personal sick days for individuals in the defined categories may be granted at the discretion of the Superintendent. Use of days for individuals not covered by the above categories is also at the discretion of the Superintendent. Use of days under this section is capped at twelve (12) weeks within the defined FMLA year.

Parental Leave

(N.B. for **Child Rearing Leave**, see Article XII, Unpaid Leaves of Absence.)

Section 1

A birth parent or adoptive parent shall be able to use up to twelve (12)

consecutive work weeks exclusive of holidays and vacations for parental leave. Determination of the length of the leave shall be the unit member's decision.

A unit member shall be able to use accrued personal sick leave days for the period of temporary disability due to childbirth and recovery therefrom. Such leave shall commence when the unit member gives birth. Any request for paid leave exceeding twelve (12) weeks must be accompanied by a physician's certificate attesting to continuing disability.

An individual taking adoption leave shall be permitted to use his/her accrued personal sick leave.

In recognition of providing unit members with leave in excess of eight (8) weeks and up to twelve (12) weeks, said determination of the amount of leave to be at the unit member's option, the Superintendent agrees not to deny the employee his/her rights under MGL Chapter 149, Section 105D and shall refrain from informing the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than eight (8) weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

Section 2

A non-birth parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order will be entitled to use, at his/her option, up to a maximum of twenty (20) consecutive workdays of his/her accrued sick leave exclusive of holidays and vacations during his/her parental leave.

In recognition of providing unit members in Section 2 with leave in excess of eight (8) weeks and up to twelve (12) weeks, at the unit member's option, the Superintendent agrees not to deny the employee his/her rights under MGL Chapter 149 Section 105D and shall refrain from informing the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than eight (8) weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

Section 3

Whenever possible, the Superintendent shall be notified of the date of the beginning of the leave at least four (4) weeks prior to the unit member's departure. This date may be adjusted and the initial request for leave is not binding on the individual.

Bereavement Leave

In the event of the death of a parent, spouse, child, sibling, household member, life/domestic partner, parent-in-law, grandchild, grandparent, cousin, uncle, aunt, niece,

nephew, sibling-in-law, and any other person, leave time of up to a total of five (5) days of absence in a school year shall be allowed with full pay. Additional days shall be granted at the discretion of the Superintendent.

Personal Leave

Subject to the following conditions each unit member is allotted two (2) days per year for personal use. A unit member may carryover one (1) unused personal leave day for a maximum of three (3) personal leave days in the next school year. No more than three (3) personal leave days shall be accrued in any one school year.

Such days cannot be taken during the first week or the last week of the school year or on a school day immediately before or after any holiday or school vacation period unless the Superintendent at his/her discretion waives these limitations.

Except in the event of an emergency, a unit member requesting personal leave shall give forty-eight (48) hours' written notice of intention to take such leave to the Superintendent on the form reproduced in Appendix A: Forms

No more than three (3) unit members in each building shall be able to take personal leave on any given day. In the event that more than three (3) unit members in the building request personal leave for any given day, the first three (3) unit members in the building whose written notice is received by the Office of the Superintendent shall be the unit members to receive personal leave for that day unless the Superintendent waives this limitation.

Personal days in excess of the contractual allotment may be requested and may be granted by the Superintendent in cases of emergency, with full reasons for such requests furnished by the applicant. The Superintendent, at his/her discretion, may charge the unit member for the cost of his/her substitute. Personal Leave shall be deducted from an eligible unit member's entitlement to Small Necessities Leave.

Professional Leave

A unit member shall be allowed two (2) professional days each year. Additional days may be granted at the discretion of the Superintendent.

Upon the Superintendent's prior approval the Committee shall pay for registration fees, books, materials, meals, lodging and transportation for seminars, workshops, conferences and other professional improvement sessions.

Religious/Holy Days Leave

Each unit member shall be allowed days of leave for the observance of religious/holy days. Requests/notification of intent to take religious/holy days must be

provided to the District at least 3 days prior to the holiday. Reasonable efforts will be made by unit members to provide more advance notice when possible.

Legal Leave

A unit member shall be entitled to time necessary for appearances in any legal proceeding required by the Union, administration or in accordance with any subpoena of a court or connected with the unit member's employment or with the school system.

Jury Duty

No teacher shall suffer a loss of salary to which he/she would otherwise be entitled for performing jury duty.

Sabbatical Leave

Sabbatical leave may be granted to one (1) unit member per school year.

A unit member may apply for a leave of one-half year or one full year's duration. The unit member shall be compensated at fifty per cent (50%) of his/her full pay exclusive of tuition or scholarship monies awarded to the unit member. MERSD shall continue to pay its portion of the unit member's health insurance premiums.

Application for sabbatical leave may be made during the sixth year of total employment in Manchester, Essex and/or MERSD, or any combination thereof.

A letter requesting sabbatical leave for the succeeding school year must be received by the Office of the Superintendent on or before December 1.

The unit member shall return to the position held prior to the sabbatical leave. A unit member returning from sabbatical leave is not guaranteed return to any stipendiary positions.

The unit member who undertakes a sabbatical leave agrees to return to service in the Manchester Essex Regional Schools for a period of twice the length of the sabbatical leave or to reimburse the school district for any unserved balance thereof. The District, however, shall not require the reimbursement of the money from the unit member or his/her estate should s/he die.

Should the program of study or research being pursued by the unit member on sabbatical leave be interrupted by serious accident or illness, this unforeseen fact shall not be considered a breach of the contractual agreement, providing the Superintendent is notified of such accident or illness.

Article XII
Unpaid Leaves of Absence

Any unpaid leave granted under this Article shall not constitute a break in service. The leave shall count for credit for advancement on the salary schedule and for purposes of active experience under this Agreement if the unit member has worked in the District at least ninety- two (92) days of the school year in which the leave occurs.

While on unpaid leave, the unit member shall be eligible to continue medical insurance and life insurance at full cost to the unit member. Upon return, the unit member shall return to his/her position or to a comparable position except as otherwise provided by the terms of this Agreement.

Written notice of intent to return to work shall be presented to the Superintendent at least sixty (60) calendar days prior to the unit member's return to work at the beginning of the second semester/third marking period/ third trimester, or no later than April 1 for return at the beginning of the school year. All benefits to which a unit member was entitled at the time his/her leave commenced shall be restored to him/her upon his/her return.

Any service in the District requirement for purposes of a leave under this Article shall mean service in Manchester or Essex prior to July 1, 2000 alone or in combination with service in the District after July 1, 2000.

Any leave may be extended at the discretion of the Superintendent.

Medical Leave

A unit member with professional teacher status shall be granted a leave of absence for up to one (1) year for personal medical reasons or for the purpose of caring for a sick member of his/her family. Family members include parent, spouse, child, sibling, household member, and/or life/ domestic partner. If the unit member is entitled to leave under the FMLA, such leave shall run concurrently with the medical leave.

A unit member whose personal illness extends beyond said time period may be granted additional time as is necessary.

Child Rearing Leave

A unit member with Professional Teacher Status shall be granted a leave of absence for the purpose of child rearing. The unit member will return from such leave only on the first day of a work year. At the time of the application for the leave the unit member may choose to return either the first day of the subsequent work year or the first day of the following work year. Any period of unpaid parental leave/adoption leave shall not exceed two consecutive school years.

Exchange Educator Leave

A unit member with professional teacher status who is selected to be a teacher in a foreign country or as an exchange teacher within or outside the United States for a period of one (1) year shall be granted a leave of absence. If an exchange program provides an exchange teacher to serve in the MERSD and if his/her salary is paid by his/her school district, the MERSD unit member shall have his/her salary paid by the MERSD.

Social/Educational Service Leave

A leave of absence of up to two (2) years may be granted to any unit member with professional teacher status who joins the Peace Corps, Vista, or formal or national or state programs similar in social service or educational purpose.

Military Leave

Military leave may be granted to any unit member who is inducted or who enlists in any branch of the Armed Forces of the United States. Military leave shall be granted to any unit member whose military status is activated.

The period of such leave shall be the minimum period of continuous service required by such induction or enlistment but shall not continue into any period of additional voluntary service.

The language contained in the introduction to this Article shall apply to military leave only if it does not conflict with federal law.

Educational Leave

A unit member with four (4) or more years of service in MERSD may have the option of taking a leave of not more than one (1) year for the purpose of pursuing academic coursework. In the event that a member is eligible for tuition reimbursement, payments will be made upon return from leave.

Family and Medical Leave Act

The Family and Medical Leave Act is herein incorporated by reference.

Article XIII
Sick Leave Bank

All members of META except for permanent substitutes shall participate in the Sick Leave Bank. This Bank shall be initially funded with the unused days of the Essex and Manchester Sick Leave Banks.

Each new full-time unit member shall donate two (2) days upon hire.

A new unit member employed for less than fifty percent (50%) time shall be assessed one day, whether it be for one-half year's work at full-time or a full year's work at less than half- time.

By September 30, the Superintendent's Office shall provide the Association President with an updated list of new unit members and days assessed. An additional updated list shall be provided whenever a new unit member enters the system.

If at any time during a given school year the number of days in the Bank is reduced to fewer than one hundred (100) days, the Committee shall deposit a sick leave day into the Sick Leave Bank from the annual sick leave of each member of the Bank who has thirty-one (31) days or more of accrued sick time. For purposes of replenishing the Bank, the Sick Bank Committee shall notify the Superintendent when the number of days in the Bank falls below one hundred (100) days and shall notify the unit members that a day is being deducted.

Whenever there is a reassessment, the Superintendent's Office shall provide the Association President with a complete list of unit members and days assessed.

Sick Leave Bank benefits shall be granted for cases of accident, disability, and prolonged illness, based on appropriate medical evidence.

Written notification of the number of days granted by the Sick Leave Bank Committee shall be sent to the Business Office.

A participating member may request up to and including thirty (30) days from the Bank in his/her initial request provided all his/her individual leave has been exhausted. After the sick leave initially granted by the Bank has been used, the participating member may then request additional days in increments of up to thirty (30) days. Each request for additional days shall be reviewed by the Sick Leave Bank Committee. The member shall make reasonable effort to submit the request prior to exhaustion of his/her individual accumulation.

The Sick Leave Bank Committee shall govern and administer all phases of the Bank. The operation of the Bank and withdrawals therefrom shall be carried out in accordance with Sick Leave Bank guidelines.

The Superintendent shall make available the attendance record of a Bank member applicant if requested to do so by the Sick Leave Bank Committee.

If an emergency or unanticipated event occurs and the Sick Leave Bank Committee is unable to meet, the META President in his/her discretion may award up to five (5) days from the Bank to ensure continuity of the member's paycheck.

The application for benefits must be accompanied by a certification of accident, disability, or prolonged illness completed and signed by a physician. In cases requiring an assessment of the member's psychological condition, the certification must come from a board- certified psychiatrist. The Bank Committee may require additional information before approval of days is granted. The Bank Committee may also require additional information beyond a doctor's certificate at any time days are being used by a participating member. If the member does not provide the additional information to the Bank Committee within a reasonable amount of time, upon written notification by the Bank Committee, the Business Office shall stop the unit member's use of the previously granted Bank days.

Benefits under the Sick Leave Bank shall not extend beyond the participating member's term of employment.

Sick days are defined as normal workdays, excluding holidays and vacations and other non-working days. Payment shall be made on a workday basis. Salaries obtained from extra- curricular or other such activities shall not be included.

Any misuse or abuse of a Sick Leave Bank benefit that comes to the attention of the Sick Leave Bank Committee shall be reviewed by the Bank Committee. If information supports the fact that misuse or abuse has occurred, the Bank members shall provide opportunity for the unit member to meet and explain his/her position. Upon written notification by the Bank Committee the Business Office shall stop the unit member's use of the previously granted Bank days. If the Bank deems it necessary, the Bank Committee may request repayment of those days that were the subject of abuse.

Sick Leave Bank Benefits and Worker's Compensation

If a member of the Bank applies for Worker's Compensation and receives, upon approval of the Bank Committee, days which are later determined to have a portion thereof covered by Worker's Compensation, the proportionate amount of each day the Bank has provided to cover time determined to be covered by the Worker's Compensation payment shall be restored to the Sick Leave Bank.

The Manchester Essex Regional School District hereby agrees to cooperate to make the Sick Leave Bank whole for the portion of the days that were retroactively compensated by Worker's Compensation and restore those days and/or portions thereof to the Bank.

A participating member receiving Worker's Compensation shall receive, upon approval of the Bank Committee, the difference between his/her regular daily rate of pay and the amount paid by Worker's Compensation. The applicant for these benefits must have exhausted all of his/her individual annual and accumulated sick days before receiving any benefits from the Bank. The purpose of this section is to allow the participating member to be eligible to receive his/her full salary for the period of accident, disability, or prolonged illness by adding Bank benefits to any Worker's Compensation payment.

Should the member's Worker's Compensation payment be paid retroactively and the Bank has provided days to cover time later determined to be covered by the Worker's Compensation payment, those days shall be restored to the Sick Leave Bank.

Failure to make payment as agreed upon on the Repayment Agreement within ten (10) days of receipt of any Worker's Compensation payment(s) shall be grounds for immediately stopping the use of days granted by the Bank. Such right of the Bank does not in any way restrict its ability to take action, legal or otherwise, to recoup the money owed under the terms of the Repayment Agreement.

The application for benefits and the agreement to restore days to the Bank if Worker's Compensation is paid (Repayment Agreement) shall be rendered on Bank Committee forms made available through the President of the Association. The Form is replicated in Appendix A: Forms.

Article XIV
Unit Member Rights

Just Cause

No unit member with professional teacher status shall be terminated without just cause. No unit member shall be reprimanded or suspended without just cause.

No Reprisals

No reprisals shall be taken by the School Committee or its agents against any member of the bargaining unit because of the member's participation in Association activities.

Association Representation

A unit member shall have the right to have a META representative at any meeting with an administrator(s).

Inappropriate Conduct

No administrator or unit member shall use inappropriate forms of communication including, but not limited to, bullying, demeaning, sarcastic, or unprofessional comments with or to an administrator, unit member or staff member. In addition, no administrator or unit member or staff member shall speak in such fashion to an administrator, unit member or staff member or in the presence of an administrator, another unit member or staff member or in any public forum about a personal or professional matter regarding an administrator, another unit member, or staff member.

Personnel Files

School officials of cities and towns keeping records concerning any unit member or his/her work shall, at the request of the unit member, permit the unit member by appointment to inspect the contents of his/her personnel folder, files, cards, and records and to make copies of such contents and records as concerns his/her work or himself/herself.

Nothing shall be placed in a unit member's personnel file unless the unit member has seen the document and has had an opportunity to respond or address the document. Further, the document shall not be placed in the personnel file until the unit member has placed his/her signature on the document. The signature indicates only that the unit member has been provided with a copy of the document and not that s/he agrees with the content thereof. The central office shall be in receipt of the unit member's signature on the document within twenty
(20) school days of the unit member's receipt of the original document.

CORI Language

In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks.

All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of his/her employment a unit member may request in writing that s/he be given his/her reports. A copy of CORI reports shall be provided to the unit member within ten (10) days of the request.

After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the unit member who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.
Nurses' Probationary Service

Nurses new to the District shall serve an initial probationary period of ninety (90) school

days and are subject to annual reappointment for the first three (3) years of employment.

The “just cause” standard does not apply to nurses who are terminated within the initial probationary period.

Non-Discrimination

Unit members shall not be discriminated against because of race, color, religious creed, gender, national origin, ancestry, sexual orientation, pregnancy, veteran status, military service, age, marital status, gender identity, genetic information, disability or on any other basis protected by federal, state or local law or bylaw. This policy governs all aspects of employment, including but not limited to selection, job assignment, compensation, advancement, workforce reduction or transfer, leaves of absence, discipline, termination and access to benefits and training.

Article XV
Association Rights and Privileges

Release Time

The META President shall be relieved of all duties.

Meetings

Upon notice to the Superintendent, the Association may schedule up to five (5) meetings per year on the first Thursday of the month. The District shall not schedule any other District meetings or workshops on those days. The Association may schedule other meetings before or after school with notification to the Principal who authorizes building use.

Association Days

Delegates of the Association shall be granted leave with pay to attend conventions of affiliated bodies, educational conferences, or other functions which contribute to the advancement of educational welfare in the towns of Essex and Manchester-by-the Sea; the number of delegates is not to exceed that deemed by the administration to be in the best interest of maintaining an effective school operation.

Communication

The Superintendent shall send the META President a copy of the appointment letter for each new unit member within ten (10) calendar days of the date of the appointment letter.

Buildings and Facilities

META shall have the right to use school buildings for meetings subject to the approval of the building principal and the META President.

META shall have the right to post materials on the META bulletin boards subject to the approval of the META President.

META shall have the right to use the system's e-mail subject to the approval of the META president.

META may use the staff mailboxes with the approval of the META President. Any liability under federal law for such use is the responsibility of META only.

Unit members shall have the right to use the athletic facilities of the District's schools, subject to the approval of the building principal.

Article XVI
Resignations

Recognizing that resignations can adversely affect the best interests of the student population, each unit member is strongly encouraged to give the District at least thirty (30) days' prior written notice of his/her intention to resign his/her position.

Article XVII
Personal Injury and Property Damage

Personal Injury

Whenever a unit member is absent from school as a result of personal injury caused by an accident or an assault in the course of his/her employment, the unit member shall be paid full salary less the amount of any Worker's Compensation award made for temporary disability due to said injury for the period of such absence. Such absence shall be deducted from accumulated sick leave. The General Laws of the Commonwealth of Massachusetts shall prevail in this case.

Property Damage

Unit members shall be reimbursed up to fair market value for any clothing or other personal property damaged or destroyed in the reasonable course of his/her employment.

Article XVIII
General

Health and Safety

The District shall provide unit members with safe and healthful working conditions.

The Superintendent shall send written notice to the META president and shall post on the Association bulletin board in each building official notice of any health and/or safety matter(s).

Computer Technology

A unit member shall work with the administration and the authorities where there is evidence of student misuse of computer technology.

A unit member monitoring students using technology in his/her area shall not be held responsible for a student's violation of the District's Acceptable Use Policy. If a unit member becomes aware of inappropriate behavior, s/he shall report it to the administration.

Savings Clause

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, and all other provisions or applications shall continue in full force and effect.

Article XIX
Evaluation

Beginning in the 2012 – 2013 school year educator evaluation will be governed by the DESE Model Educator Evaluation language and Rubrics for Teacher Evaluation and Specialized Instructional Support Personnel Evaluation which has been modified by the Memorandum of Agreement found in Appendix B: Evaluation.

The Model Educator Evaluation Language is found in Appendix B (2). The Evaluation Rubrics are found in Appendix B (3) and Appendix B (4).

The Memorandum of Agreement found in Appendix B (1) remains in effect until a subsequent agreement is executed. The Memorandum of Agreement referenced above will be updated annually.

Article XX
Insurance

The parties to the collective bargaining agreement dated September 1, 2012 to August 31, 2015 have agreed to certain modifications to Article XX, Insurance, and hereby incorporate those changes into this Agreement.

Medical Insurance

The provider of the insurance shall be negotiated annually, using the MGL Health Insurance Advisory Committee (HIAC) process. Requests for proposals shall be requested in sufficient time, no later than March 1, to make a reasoned decision as to the best provider for MERSD and in time for a change, if negotiated, to take place for the first day of the subsequent insurance year.

The open enrollment period shall be April 15 – May 15.

Contribution Rates

Effective July 1, 2019, contribution rates for active employees shall be as follows:

1. Employees starting employment in MERSD on or after July 1, 2015 who elect health insurance coverage will contribute 30% of the premium cost with the employer contributing the remaining 70%.

2. Employees starting employment in MERSD prior to July 1, 2015 who were not enrolled in the District health insurance plan as of July 1, 2016, will contribute 30% of the premium cost with the employer contributing the remaining 70%.

3. All other employees starting employment in MERSD and enrolled in health insurance prior to and continuously since July 1, 2015 will contribute 25% of the premium cost with the employer contributing the remaining 75%.

Active Employee Plan Design

Effective July 1, 2019, all active employees that elect health insurance will move to the Tufts HMO Advantage with Health Reimbursement Account (HRA) plan or to a plan that is a substantially similar equivalent [hereinafter referred to as the “Active Plan”]. The Active Plan will include a $1,000/$2,000 deductible for individual/family plans, respectively. The District will off-set employee out-of-pocket costs by contributing to an HRA plan on a first-dollar basis, up to a maximum of $500/$1,000 for individual/family plans (50% of the deductible), respectively. Administration of the HRA will be handled by a third-party vendor,

paid for by the district.

Retiree Health Insurance

Employee's percent-of-premium contribution rates immediately prior to retirement will continue at the same percent-of-premium during retirement. Only an enrolled spouse married to an employee at the time of the employee's retirement is eligible for equivalent health insurance benefits until the death of the retiree.

All retirees of MERSD who, as of July 1, 2018, were enrolled in either the Tufts HMO Premium Plan or Tufts Medicare Supplemental Plan with a contribution rate of 20%, will continue to be eligible for those plans or substantially equivalent plans [hereinafter referred to as an "HMO Premium Plan" and a "Medicare Supplement Plan," respectively] throughout retirement. These retirees will continue to contribute 20% of the total insurance premium for those plans, with MERSD contributing the remaining 80%. Retirements initiated after July 1, 2018, will be subject to the current Active Plan, using the contribution percentage split in effect at the time of their retirement.

Pursuant to the adoption of Chapter 32B section 18a by MERSD School Committee, all retired employees who are eligible must move to Medicare as their primary insurance with a supplemental Medicare Plan offered by the District, at the same premium contribution percentage in effective at their time of retirement.

A plan of equal benefit, mutually agreed upon by META and MERSD School Committee, shall be made available to retirees who live outside of or who move out of Massachusetts.

META and the MERSD School Committee maintain their rights to negotiate a final determination of the recommendation of any future plan design as "substantially equivalent" to the above referenced plans.

Should the district go to the GIC or a GIC equivalent health insurance plan, MERSD shall pay eighty per cent (80%) of the premium for all active employees and for retirees enrolled under the MERSD health insurance plan.

Dependent health insurance coverage shall be provided as specified under applicable
law.

Upon the death of an employee or a retiree, his or her spouse or dependents shall be allowed to continue coverage at the COBRA benefit level.

All medical insurance premiums for active employees shall be paid on a pre-tax basis.

Change in Retiree Access to Health Insurance Benefits through MERSD

Retirees must be continuously enrolled in the MERSD Health Insurance plan to receive the MERSD contributions described in this agreement. Retirees who are not enrolled in the MERSD Health Insurance plan at any point during their retirement may not reapply to access health insurance through MERSD. If a retiree discontinues coverage under the MERSD health insurance plan s/he may not reapply to access health insurance through MERSD.

The parties agree that MERSD has made every reasonable effort to inform retirees who left active service in MERSD prior to the Open Enrollment ending on May 15, 2013 of this change in access to health insurance provided by MERSD.

A unit member who notifies the District in written communication of their intent to retire from active employment must be informed by the District in writing within ten (10) work days of his/her responsibility to maintain continuous health insurance coverage through MERSD as described in this agreement.

Annually, on or about March 1st **but no later than March 15th**, MERSD shall issue **a written notice** to ***all unit members*** stating that any unit member who may retire and who wants to participate in the MERSD health insurance plans must enroll during the open enrollment period prior to his/her retirement date in order to preserve access to retiree health insurance benefits. Such notice will specify that access to enrollment in MERSD retiree insurance is limited to the retiree, his/her spouse, and/or dependents who are enrolled in a MERSD health insurance plan ***at the time of the unit member's retirement*** unless otherwise provided by law.

OPEB Trust

As a result of negotiations between META and MERSD on the matter of the Other Post- Employment Benefits (OPEB) liability related to retiree health insurance MERSD has created an irrevocable OPEB Trust for the purpose of providing for the cost of retiree health insurance to address the unfunded actuarial obligation placed upon the District as its share of the cost of retiree health insurance. Notwithstanding the above, the OPEB Trust may also be funded by any such monies as may be provided by local, state, and federal entities, as well as by any charitable donations. MERSD will annually contribute to the OPEB Trust an amount equal to no less than the difference between:

a) The employer contribution that MERSD would have made for each

active employee actually enrolled in insurance, calculated by using an 80% employer contribution rate and the HMO Premium Plan rates in effect in any given year AND

b) The employer contribution that MERSD would have made for each active employee enrolled in insurance, calculated by using the actual employer contribution percentage and the rates for the Tufts Advantage HMO plan without HRA, or a substantially equivalent plan, [hereinafter referred to as the OPEB Plan]. The parties agree that the MIIA Options Enhanced HMO Plan is one example of a substantially equivalent OPEB Plan.

Dental Insurance

The MERSD shall make current dental insurance available to all employees on a pre-tax basis with the unit member paying the total cost of the premium:

Delta Dental Benefit
Dental Providers Inc./DMS

In addition, the parties shall investigate other dental plans with the purpose of recommending alternate providers to this list.

Any retiree shall be able to access these plans by paying the full premiums if so permitted by the MTRS.

Life Insurance

Life insurance in the amount of five thousand dollars ($5,000) shall be offered to each unit member. MERSD and the unit member shall each pay fifty percent (50%) of the premium. Retired employees may continue insurance in the amount of two thousand dollars ($2,000) up to age sixty-five (65) by paying the total cost of the premium.

Pre-Tax Spending Accounts

Employees shall be offered the services of Cafeteria Plan Associates or another vehicle mutually agreed upon by META and the MERSDSC to establish pre-tax spending accounts for medical, dental, dependent care, and other qualified expenses.

Worker's Compensation

The Committee agrees to provide coverage for unit members under the terms of the Massachusetts Worker's Compensation Act. Whenever a unit member is absent from school as a result of personal injury caused by an accident or an assault in the course of his/her employment, the unit member shall be paid full salary less the amount of any Worker's Compensation award made for temporary disability due to said injury for the period of such absence. Such absence shall be deducted from accumulated sick leave. The general laws of the Commonwealth of Massachusetts shall prevail in this case.

Article XXI
Compensation and Other Economic Conditions

Additional Teaching Assignments

If during the course of the school year the Superintendent determines that it is necessary to fill a partial position by asking teachers to take on additional classes, the Superintendent shall notify the META president of the internal posting for each position and shall post an electronic notice to staff via MERSD e-mail per the requirements of this article so that qualified unit members may apply to take on those additional duties. Should the Superintendent determine that it is necessary to fill a partial position as described above, said position shall be posted internally prior to posting for external candidates. A unit member who teaches five (5) classes and who agrees to teach an additional class in lieu of his/her preparation period shall be compensated at the rate of twenty percent (20%) of his/her salary for the additional class. The unit member shall not be exempt from duties. Any employees who are hired for the additional calss will receive notice including a summary of any changes to their salary within fourteen (14) days.

Per Diem Rate

The per diem ratio shall be calculated on the basis of 1/184 of a unit member's yearly salary.

Hourly Rate

A unit member shall be compensated at the rate of forty dollars ($40) per hour for any time in excess of the regularly scheduled workday or work year.

Summer Work

Summer curriculum development work will be compensated at the rate of forty dollars ($40) per hour when pre-approved by the Director of Curriculum.

Special Education Extended Services provided during the summer will be compensated at the unit member's per diem hourly rate up to a limit of the average hourly rate for teachers, with 1 hour of planning time allotted for every 4 hours of scheduled instruction.

The Special Education Department Team Chairpersons each may be allotted up to ten (10) additional workdays per school year. The Director of Student Services shall determine the use of these additional days in the case of each Team Chairperson. Unless mutually agreed upon by the Director of Student Services and the Team Chairperson, the days shall be contiguous to the beginning and the end of the work year. Each Team Chairperson shall be compensated for such work at his/her per diem rate of pay.

Mileage Reimbursement

Mileage on school business and between/among schools shall be paid at the Internal Revenue Service rate.

Salary Information

An Employee Status Report shall be provided to each unit member not later than October 15th. The report shall include initial date of hire, annual and bi-weekly salary, salary step and track, longevity, stipends, itemized deductions, direct deposit option, cumulative sick leave and payroll calendar.

A unit member shall receive his/her annual salary in twenty-six (26) paychecks. All paychecks shall be disbursed no later than the last student day of the work year.

Substitute Teachers

Every effort shall be made to obtain qualified substitutes.

Department Chairs/Director of Guidance

A stipend will be paid for Department Chairs/Director of Guidance with three (3) or more FTE (Full Time Equivalent) unit members. For determination purposes, FTE calculations include the Department Chair's position. The base stipend shall be as documented in the Professional Stipend list. In addition, each Department Chair shall receive two hundred fifty dollars ($250) for each other

unit member supervised. In the event a unit member is shared with two departments, the two hundred fifty dollars ($250) shall be evenly divided between the two (2) Department Chairs.

Part-Time Unit Members

Part-time unit members, not formerly full-time unit members, shall be credited with full- time credit for purposes of salary schedule movement, longevity and personal leave. Part-time unit members who were formerly full-time unit members shall continue to be credited as a full- time unit member for all contractual benefits except as otherwise provided in this Agreement.

Longevity

At the beginning of the fifteenth (15th) year of service through to the end of the nineteenth (19th) year of service a unit member with service in Essex, Manchester and/or Manchester Essex Regional School District shall receive longevity pay in the amount of one thousand four hundred dollars ($1,400).

At the beginning of the twentieth (20th) year of service through to the end of the twenty- fourth (24th) year of service a unit member with service in Essex, Manchester and/or Manchester Essex Regional School District shall receive longevity pay in the amount two thousand six hundred dollars ($2,600).

At the beginning of the twenty-fifth year (25th) year of service through to the end of the twenty-ninth (29th) year of service a unit member with service in Essex, Manchester and/or Manchester Essex Regional School District shall receive longevity pay in the amount three thousand eight hundred dollars ($3,800).

At the beginning of the thirtieth (30th) year of service and beyond a unit member with service in Essex, Manchester and/or Manchester Essex Regional School District shall receive longevity pay in the amount of five thousand ($5,000) dollars.

Service for the purpose of longevity shall mean consecutive years of service in Manchester, Essex, Manchester Essex or in the aggregate.

Sick Leave Buyback

A unit member who retires or dies while in service to the MERSD shall be paid thirty-five dollars ($35.00) for those who retired prior to June 30,2018 or fifty dollars ($50) for those who retire after June 30, 2018 for each day of accumulated sick leave.

Payments made by the District to any unit member(s) receiving this benefit are limited in any fiscal year to thirty thousand dollars ($30,000). In any year that benefits exceed this twenty thirty thousand dollar ($30,000) limit, eligible recipients shall receive a portion of available funds until that time when their benefits have been paid in full. Recipients whose funds have been held over from a previous year, however, shall be paid first.

Upon retirement a unit member shall receive a statement of how many sick leave days s/he has accumulated and a schedule of payment dates.

If an employee dies while still employed by the School District or a retiree dies prior to the District paying this benefit in full, then his/her designated beneficiary or, if none, his/her estate, will be paid the amount specified by this clause (less any deductions required by law) at the earliest possible date following the employee's death and normally within thirty (30) calendar days. This provision is distinct and separate from the scheduled payout of the sick leave buyback benefit defined above and is not affected by that paragraph 2 of this Section.

Nurses' Salary Placement on the Unit Members' Salary Schedule

Effective 2008-2009, the nurses will be placed on the unit member salary schedule. In order to place each nurse at his/her appropriate step, each nurse will be placed on the appropriate scale at the step next highest to his/her current salary amount prior to the 2008- 2009 salary increase being applied thereto. Effective 2009-2010 each nurse will advance by two (2) salary steps each year until s/he reaches the maximum step or the step reflecting his/her actual experience, whichever comes first.

Salary Schedule Placement and Advancement

Earned Doctorate

A unit member holding an earned Doctorate shall receive an additional salary amount of fifteen hundred dollars ($1500) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement Board.

National Board Certification

A unit member holding a valid National Board Certificate shall receive an additional salary amount of three thousand dollars ($3000) as part of his/her yearly compensation package as reported to the Massachusetts Teachers Retirement Board.

Should the State re-institute a compensation program for National Board Certification, the unit member shall select either the compensation program under this section of the Agreement or that of the State of Massachusetts.

Conditions Governing Double Masters Salary Placement

All unit members with a Double Masters degree prior to September 1, 2001, shall remain on the Doctorate column. Double Masters degrees earned subsequent to September 1, 2001, shall be placed on the MM/M+30/CAGS Column.

Salary Schedule Advancement

A newly hired unit member shall be placed on the salary column commensurate with his/her education and shall be given no less than full credit for years of public school teaching experience.

Graduate credit from an accredited institution shall be used as credit for horizontal movement on the salary schedule if approved in advance in writing by the Superintendent. The Superintendent shall confirm receipt of the request in writing within two (2) business days. A decision on approval shall be given within ten (10) school business days, after consultation with the unit member's Principal and Department Chair (when appropriate), as to the course's potential for contribution to the unit member's professional growth and relative to his/her area(s) of instruction. Such approval shall not be unreasonably withheld.

Unit members must submit in writing their intention to advance on the salary schedule by November 15th of the school year preceding the school year in which advancement is expected to occur.

Advancement can take place on September 1 or February 1, whichever is closer to the completion of the coursework. When advancement takes place on February 1 it shall be computed using one half of the school year (currently ninety-two [92] days) at the old rate and one half (currently ninety-three [93] days) at the new rate.

In order for the unit member to advance horizontally, s/he shall submit to the Superintendent's office copies of transcripts or other satisfactory written evidence of course completion from the accredited institution not later than September 30 or February 28 of the school year in which the unit member intends the advancement to occur. If the documentation is not available from the institution prior to the respective

date, and thus not the fault of the unit member, and the Superintendent's Office is so notified, payment shall be retroactive.

After completion of an approved course, the transcript or written documentation shall be submitted to and kept on file in the Superintendent's office.

New Hires

A newly hired unit member shall be directed to a digital link to the current collective bargaining agreement and provided the opportunity to meet with an Association representative.

Tuition Reimbursement

Each unit member on the B Column or on the B+45 Column working on a Masters Degree shall be entitled to an aggregate of nine hundred ninety dollars ($990) of tuition reimbursement per year based on the graduate course tuition and fees for a three (3) credit course at Salem State University. A year is defined as September 1 - August 31. If the unit member requests to take a course in any area for which s/he is certified, the Superintendent shall approve the payment. If the unit member determines to take a course that is to be used for recertification, the Superintendent shall approve payment for the course.

Unit members working toward their initial Masters Degree must notify Central Office of their intent to seek course reimbursement by November 15th of the school year preceding the school year during which the course will occur. A unit member engaged in coursework toward an initial Masters Degree in the first year of his/her employment may request reimbursement for tuition for one (1) graduate level course following the approval of the program by the MERSD Superintendent.

Inclusion of All Stipends and Other Monetary Compensation in the Collective Bargaining Agreement

All other stipends or monetary compensations on which the parties reach agreement are hereby incorporated into the Agreement at the time agreement is reached and shall be printed as part of the appendix in the subsequent agreement.

PDC Stipend Adjustment

The parties agree that $11,824 from MERSDU savings shall be put into a pool to be allocated to 2018-19 stipends, as negotiated during the 2018-19 school year.

Salary Schedules

2024-2025
Adjust lanes 5 & 6 to have a minimum of 2% between lanes. COLA: 2% and remove Step 1 and renumber remaining steps.

w/minimum 2.0% column for V and VI

						2024-2025 Salary Schedule
			2.00%			M+60 CAGS+30 MM+30 MMG
				MM	MM+15	MM+30G
		M		M+30	M+45	PhD
	B	B+45	M+15	CAGS	CAGS+15	EdD
Step	I	II	III	IV	V	VI
(removed)						
(removed)						
1	56820.71	65067.91	68605.12	72132.90	73788.84	75264.62
2	58788.97	67809.64	71469.48	75127.22	76782.11	78317.75
3	60755.14	70548.23	74334.88	78120.48	79773.28	81368.74
4	62729.68	73287.87	77202.38	81113.75	82767.59	84422.94
5	64768.39	76026.45	80067.78	84108.06	85790.22	87506.03
6	67006.83	78765.04	82933.19	87099.23	88841.22	90618.04
7	69644.80	81503.63	85800.68	90092.50	91894.35	93732.24
8	72284.87	84245.36	88666.09	93083.67	94945.34	96844.25
9	74919.70	86983.95	91547.74	96108.89	98031.07	99991.69
10	77559.77	89810.93	94523.71	99513.53	101503.81	103533.88
11	80192.50	92729.78	97595.58	102747.86	104802.81	106898.87
12	82833.62	95743.50	100767.44	106086.98	108208.72	110372.90
13	85526.09	98855.16	104042.38	109908.22	112106.38	114348.51

2025-2026
COLA 2.5% and remove Step 1 and renumber remaining steps.

	2025-2026 Salary Schedule					
			2.50%			M+60
						CAGS+30
						MM+30
						MMG
				MM	MM+15	MM+30G
		M		M+30	M+45	PhD
	B	B+45	M+15	CAGS	CAGS+15	EdD
Step	**I**	**II**	**III**	**IV**	**V**	**VI**
(removed)						
(removed)						
(removed)						
1	$ 60,259	$ 69,505	$ 73,256	$ 77,005	$ 78,702	$ 80,276
2	$ 62,274	$ 72,312	$ 76,193	$ 80,073	$ 81,768	$ 83,403
3	$ 64,298	$ 75,120	$ 79,132	$ 83,142	$ 84,837	$ 86,534
4	$ 66,388	$ 77,927	$ 82,069	$ 86,211	$ 87,935	$ 89,694
5	$ 68,682	$ 80,734	$ 85,007	$ 89,277	$ 91,062	$ 92,883
6	$ 71,386	$ 83,541	$ 87,946	$ 92,345	$ 94,192	$ 96,076
7	$ 74,092	$ 86,351	$ 90,883	$ 95,411	$ 97,319	$ 99,265
8	$ 76,793	$ 89,159	$ 93,836	$ 98,512	$ 100,482	$ 102,491
9	$ 79,499	$ 92,056	$ 96,887	$ 102,001	$ 104,041	$ 106,122
10	$ 82,197	$ 95,048	$ 100,035	$ 105,317	$ 107,423	$ 109,571
11	$ 84,904	$ 98,137	$ 103,287	$ 108,739	$ 110,914	$ 113,132
12	$ 87,664	$ 101,327	$ 106,643	$ 112,656	$ 114,909	$ 117,207

2026-2027

COLA 2.5% and remove Step 1 and renumber remaining steps.

2026-2027 Salary Schedule

			2.50%			
	B	M B+45	M+15	MM M+30 CAGS	MM+15 M+45 CAGS+15	M+60 CAGS+30 MM+30 MMG MM+30G PhD EdD
Step	**I**	**II**	**III**	**IV**	**V**	**VI**
(removed)						
(removed)						
(removed)						
(removed)						
1	$63,831	$74,120	$78,098	$82,075	$83,812	$85,488
2	$65,905	$76,998	$81,111	$85,220	$86,958	$88,697
3	$68,047	$79,875	$84,121	$88,366	$90,133	$91,936
4	$70,399	$82,753	$87,132	$91,509	$93,339	$95,206
5	$73,171	$85,630	$90,144	$94,653	$96,547	$98,477
6	$75,944	$88,510	$93,155	$97,796	$99,752	$101,747
7	$78,713	$91,388	$96,182	$100,974	$102,994	$105,054
8	$81,486	$94,358	$99,309	$104,551	$106,642	$108,775
9	$84,252	$97,424	$102,536	$107,949	$110,108	$112,311
10	$87,027	$100,591	$105,869	$111,458	$113,687	$115,961
11	$89,856	$103,860	$109,310	$115,472	$117,782	$120,137

The Parties agree to form a JLMC/Study Group during the 2026-2027 school year to review retiree contribution for health insurance.

Compensation for Stipendiary Positions

Unless otherwise defined herein, stipends may only be divided equally should more than one (1) individual perform the services of the position. Any other apportionment of stipend compensation must be negotiated by the Superintendent and the Association unless otherwise stipulated in this agreement.

Stipends shall be increased each year by the percentage negotiated for salary increases.

A Joint Labor-Management Working Group shall be established and shall be comprised of members designated by the Association and members designated by the Superintendent. JLMC Working Group shall review and if necessary, reorganize the Teacher Curriculum Leadership and Support in a Joint Labor Management Committee. The JLMC Working Group shall also review the Professional Stipends and make recommendations to the parties for the adjustment of such stipends, including additions or deletions to the parties for ratification.

Professional Stipends	
	2023-2024
Professional Development Committee Memorial (2) Essex (2) Middle School (2) High School (2)	$1119.27
Mentors (per each teacher mentored)	$1,480.21
ABA Supervisor (Per RBT supervised)	$551.91
Mentoring and Induction Coordinator	$2951.60
Curriculum Leaders (per unit member) *Art/Music* *P.E./Health* *Library* *Technology* *Elementary Classroom (1 per grade level)*	$2078.48
Elementary Team Leaders (1 per building) *Grades PreK-1* *Grades 2-3* *Grades 4-5* *Specialists* *Special Education*	$1,432.75
Team Leaders	
MS Grade 6-8 (1 per grade)	$2,310.28
MS Specialist (1)	$2,089.51
Special Education (1 per building)	$2,009.51
HS Specialists Team Leader	$4,574.20
Department Chair/Guidance Director	$4574.20

Stipend plus $250 for each unit Member supervised
(See Article XXII Compensation)

Elementary Substitute Principal	$4,205.52
Cohort Coach	$2,581.82

Extracurricular Stipends	
	2023-2024
Group I – Debate Program	
Director of Debate	$15,021.08
Chaperones (Total)[2]	$5,437.38
Group II	$8,359.17
High School Drama (Drama Fest 60%, Musical 40%)	
High School Band Director[3]	
High School Chorus Director	
High School DECA	
Group III	$6,063.24
High School First Robotics Advisor	
Group IV	$3,811.46
High School SCORE Coordinator	
High School Community Service Director	
Middle School/High School Green Team Coordinator	
Group V	$3,117.17
High School Yearbook	
High School Senior Class Advisor	
High School Math Team	
High School Science League	
High School Student Council	
*Middle School Drama**	
Middle School Homework Club Advisor	
*Elementary Drama/Musical/Talent Show (per school**)*	
High School National Honor Society Advisor	
Peer Leadership Coordinator	
Elem/Middle Activity Advisor	
Group VI	$2,111.59

Middle School Math Team	
Gay Straight Alliance**	
Elementary School Homework Club Advisor	
High School National Business Honor Society Advisor	
World of Difference Advisor	
Elem/Middle Activity Advisor	
Group VII	$1833.44
High School Junior Class Advisor	
Middle School Journalism	
Middle School Washington DC Trip Advisor	
Elem/Middle Activity Advisor	
Group VIII	$1,212.00
*Elementary MCAS/Creative Writing***	
Middle School Robotics	
Elementary Grade 5 Trip Coordinator (per school)	
High School Sophomore Class Advisor	
Elem/Middle Activity Advisor	
Group IX	$865.36
High School Freshman Class Advisor	
High School Art Club	
MS Student Council	
*Elementary Student Council/Ambassadors***	
*Elementary Math Enrichment/STEM Enrichment***	
High School National Art Honor Society	
Green Team Building Representative (Elem (2) / MS (1)	
Elem/Middle Activity Advisor	
Group X	$742.87
Elementary/MS Overnight Trip(s) Chaperone(s) (per unity member)	
Elementary Band Director[4]	
Middle School Band Director	
Middle School Choral Director	
Elem/Middle Activity Advisor	
<u>Hourly Rates</u>	
High School/Middle School Library Extended Hours	$31.21/hour

* *Funds available for pooling and annual assignment (Activity Advisor) at elementary and middle Activity Advisors to be negotiated by META and administration with funds derived from stipends designated available for pooling.*

** *Name Change*

Note: *Middle School Drama stipend will be reinstated if needed in future.*

[2]Compensation for Debate Chaperones to be determined by September 15th each year on recommendation of Debate Director certified by the MERHS Principal and META. Any amount needed in excess of the contractual stipend must be authorized by the MERHS Principal with Superintendent approval.
[3]The Middle/High School Band Director's stipend includes home football games and a Memorial Day parade.
[4]The Essex Band Director's stipend includes two (2) evening concerts and two (2) town-wide activities (Memorial Day and Fireman's Sunday)

Athletic Stipends – 2023-2024

(Years 1, 2, and 3 refer to years of coaching experience.)

	Year 1	Year 2	Year 3
Group I – Football			
Head Coach	$7,659	$8,013	$8,371
JV/Assistant Coach	$4,035	$4,320	$4,604
Freshman Coach	$3,617	$3,551	$3,765
Middle School Coach	$3,617	$3,551	$3,765
Group II – Basketball / Soccer / Field Hockey / Baseball / Softball / Indoor Track / Lacrosse / Sailing / Tennis			
Head Coach	$4,806	$5,236	$5,665
JV/Assistant Coach	$3,126	$3,460	$3,795
Freshman Coach	$2,332	$2,583	$2,834
Middle School Coach	$2,332	$2,583	$2,834
Group III – Golf, Cross Country, Swimming, Alpine Skiing			
Head Coach	$4,210	$4,639	$5,067
JV/Assistant Coach	$2,727	$3,063	$3,315
Freshman Coach	$2,033	$2,283	$2,534
Middle School Coach	$2,033	$2,283	$2,534
Basketball Scorekeepers			$2,131
Ticket Takers			$3,116
Intramural Hourly Rate			$27.56/hour

Article XXI
Duration

This Agreement shall be effective from September 1, 2024 through and including August 31, 2027. The Parties agree that all proposals not agreed to are withdrawn with prejudice to the party making the proposal.

For the Association

For the Committee

Date Signed _____

APPENDIX A
FORMS

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Athletic Stipends – 2023-2024

(Years 1, 2, and 3 refer to years of coaching experience.)

	Year 1	Year 2	Year 3
Group I – Football			
Head Coach	$7,659	$8,013	$8,371
JV/Assistant Coach	$4,035	$4,320	$4,604
Freshman Coach	$3,617	$3,551	$3,765
Middle School Coach	$3,617	$3,551	$3,765
Group II – Basketball / Soccer / Field Hockey / Baseball / Softball / Indoor Track / Lacrosse / Sailing / Tennis			
Head Coach	$4,806	$5,236	$5,665
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Intramural Hourly Rate			$27.56/hour

Article XXI
Duration

This Agreement shall be effective from September 1, 2024 through and including August 31, 2027. The Parties agree that all proposals not agreed to are withdrawn with prejudice to the party making the proposal.

For the Association

Keith Stefanek

Date Signed 9/20/24

For the Committee

RIF Waiver Form

To: _____

From: _____

SUBJECT: EMPLOYMENT STATUS WAIVER – INVOLUNTARY LEAVE OF ABSENCE

This is to notify you that the MERSD School Committee intends to vote on your employment status on _____ consistent with the notification you have already received dated _____.

You shall be considered on involuntary unpaid leave of absence and eligible for recall pursuant to the Contract if you execute this waiver form. Executing this waiver shall also protect your professional teacher status, seniority, and contractual benefits during the recall period. You shall assume full cost of any optional insurance program for the duration of this leave effective July 1 following its approval. Also, should you wish to be given preference on the Substitute List during the recall period, you should notify the Office of the Superintendent.

Your layoff has been caused by severe budgetary constraints and/or student enrollment decreases and in no way reflects upon your years of satisfactory service as a member of our professional staff.

If you intend to elect involuntary unpaid leave of absence, please sign and return this form to the Office of the Superintendent by _____. If we do not receive a signed form by this date, we shall assume that you do not wish to accept involuntary leave of absence status. The MERSD School Committee shall then undertake dismissal procedures pursuant to General Laws Chapter 71, Section 42.

WAIVER

In consideration of treating my layoff as an involuntary unpaid leave of absence, I hereby agree not to exercise any present or future rights that I have under the General Laws Chapter 71, Section 42 and relieve the MERSD School Committee of any obligation it may have to comply with said statute with respect to this layoff to be effective September 1, 20 . I understand that, by accepting this involuntary unpaid leave of absence, I shall retain all professional teacher rights, seniority, and other contractual benefits in lieu of dismissal. I shall assume full cost of any optional insurance program for the duration of this leave effective July 1 following its approval. If I am not recalled during this leave, I understand that the Committee shall vote on my dismissal pursuant to Chapter 71, Section 42 at the end of the involuntary leave of absence, and I hereby waive my rights pursuant to Chapter 71, Section 42 with respect to the MERSD School Committee's action at that time.

_____ _____

Signature Date

Personal Leave Request Form

Manchester Essex Regional School District

Personal Leave Request

Date: _____

Name of Teacher: _____

Date(s) of Personal Leave: _____

Principal's Signature _____

The Principal is responsible for sending the completed form to the Superintendent.

Superintendent's Signature _____

Sick Leave Bank Repayment Agreement

Sick Leave Bank Repayment Agreement

I have applied for or may apply for Worker's Compensation. If my claim is successful and Worker's Compensation makes payment for days I was granted by the Bank Committee, I hereby agree to cooperate with the School System to repay and make whole the Sick Leave Bank through repayment to the District from any Worker's Compensation Settlement for the portion of the days that were retroactively compensated by Worker's Compensation in order that those days and/or portions thereof are restored to the Bank.

_____ _____

Applicant's Signature Date

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EDUCATOR EVALUATION

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Massachusetts Model System for Educator Evaluation

Part IV: Model Collective Bargaining Contract Language

Appendix C. Teacher and Caseload Educator Contract Language

January 2012

Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street, Malden, MA 02148-4906
Phone 781-338-3000 TTY: N.E.T. Relay 800-439-2370
www.doe.mass.edu

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This document was prepared by the
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Mitchell D. Chester, Ed.D.
Commissioner

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Corrections July 2012

P. C-17: Section 18 (Educator Plans: Directed Growth Plan) Sub-section C. Date of June 10th in January 2012 publication inaccurate; changed from June 10th to May 15th to match timelines elsewhere in document.

P. C-22: Section 22 (Rating Impact on Student Learning Growth). Release date of July 15th, 2012 for Model Contract Language for Rating Impact on Student Learning Growth is removed. ESE will publish Model Contract Language for this phase of the evaluation framework when guidance for rating impact is more fully developed through technical appendices.

P. C-23: Section 25 (Transition from Existing Evaluation System) Sub-section B. Language in January 2012 publication stating "Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on **Self-Directed** Growth or Improvement Plans at the sole discretion of the Superintendent " was inaccurate; language should have specified *Directed Growth* instead of *Self-Directed Growth*. ESE's intent is that any educator who has received a rating of unsatisfactory or its equivalent in the prior year should be on a Directed Growth or an Improvement Plan; the choice of plan should be determined at the discretion of the Superintendent.

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Appendix C. Teacher and Caseload Educator Model Contract Language

Article ___

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1) Purpose of Educator Evaluation

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv) To assure effective teaching and administrative leadership, 35.01(3).

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

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

B) **Caseload Educator**: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

C) **Classroom teacher**: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include some teachers and reading specialists who teach whole classes.

D) **Categories of Evidence**: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E) ***District-determined Measures**: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

F) ***Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

G) ***Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

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

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

J) ***Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

iii) **Teaching Staff Assigned to More Than One Building**: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

K) **Evaluation Cycle**: A five-component process that all Educators follow consisting of 1) Self- Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

L) ***Experienced Educator**: An educator with Professional Teacher Status (PTS).

M) ***Family**: Includes students' parents, legal guardians, foster parents, or primary caregivers.

N) ***Formative Assessment**: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

O) ***Formative Evaluation**: An evaluation conducted at the end of Year 1 for an Educator on a 2- year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

Q) ***Measurable**: That which can be classified or estimated in relation to a scale, rubric, or standards.

R) **Multiple Measures of Student Learning**: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An

observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T) **Parties**: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").

U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

V) ***Performance Standards**: Locally developed standards and indicators pursuant to M.G.L. c. 71,
§ 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

W) ***Professional Teacher Status**: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

X) **Rating of Educator Impact on Student Learning**: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

Y) **Rating of Overall Educator Performance**: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

i) Standard 1: Curriculum, Planning and Assessment

ii) Standard 2: Teaching All Students

iii) Standard 3: Family and Community Engagement

iv) Standard 4: Professional Culture

v) Attainment of Professional Practice Goal(s)

vi) Attainment of Student Learning Goal(s)

Z) ***Rubric**: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

iii) Elements: Defines the individual components under each indicator

iv) Descriptors: Describes practice at four levels of performance for each element

AA) ***Summative Evaluation**: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

BB) ***Superintendent**: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR
4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

DD) ***Trends in student learning**: At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

A) Multiple measures of student learning, growth, and achievement, which shall include:

i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

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

i) Unannounced observations of practice of any duration.

ii) Announced ob**s**ervation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii) Examination of Educator work products.

iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

i) Evidence compiled and presented by the Educator, including:

(a) Evidence of fulfillment of professional responsibilities and growth such as self- assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

(b) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student and Staff Feedback – see # 23-24, below; and

v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) **Evaluation Cycle: Training**

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

B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

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

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

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

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

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

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

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

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address

shared grade level or subject area team goals.

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

C) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

A) In the first year of practice or first year assigned to a school:

i) The Educator shall have at least one announced observation during the

school year using the protocol described in section 11B, below.

ii) The Educator shall have at least four unannounced observations during the school year.

B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:

i) The Educator shall have at least three unannounced observations during the school year.

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

A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

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

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

A) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.

ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre- observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

(1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1) Describe the basis for the Evaluator's judgment.

(2) Describe actions the Educator should take to improve his/her performance.

(3) Identify support and/or resources the Educator may use in his/her improvement.

(4) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face- to-face, by email or to the Educator's school mailbox or home.

G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.

J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report

in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include, but is not limited to:

i) At least one goal related to improvement of practice tied to one or more Performance Standards;

ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

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

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

B) The Educator shall be evaluated at least annually.

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

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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

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

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.

D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).

iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vii) Include the signatures of the Educator and Supervising Evaluator.

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

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

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

(a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

(b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her

Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

(d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Activity:	**Completed By:**
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	*September 15*
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	*January 5**
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	*February 1*
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	*February 15*

Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	*April 20**
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

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

Activity:	**Completed By:**
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	*June 1 of Year 1*
Evaluator conducts Formative Evaluation Meeting, if any	*June 1 of Year 1*
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

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

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

21. Career Advancement

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

A) The parties may agree that 50% of more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan.

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

26. General Provisions

A) Only Educators who are licensed may serve as primary evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

AGREMENT
BETWEEN
MANCHESTER ESSEX TEACHERS ASSOCIATION
AND
MANCHESTER ESSEX REGIONAL SCHOOL COMMITTEE

The parties hereby agree to the following changes to the September 1, 2015-August 31, 2018 agreement and further agree to pilot the new Educator Evaluation system as delineated in the DESE model language for the 2015-2016 school year subject to the following specific modifications:

1. All newly hired Educators and Educators beginning their two-year Self-Directed Plan will be provided during the contractual workday with mandated professional development directed toward the implementation of the Educator Evaluation system.

2. All Evaluators will be provided with the necessary training to pilot the Educator Evaluation system properly prior to evaluating any Educators.

3. All Educators will be provided with time within the contractual workday and the contractual work year to complete the Educator Self-Assessment and Goal requirements.

4. SMART Goal Coaches (formerly Cohort Coaches) will continue to support the evaluation process.

    - There will be four (4) coaches, one (1) for each of the elementary schools, one (1) for the middle school and one (1) for the high school. Coaches will be selected from among the members of the bargaining unit; Department Chairs will not serve as coaches.
    - The SMART Goal Coaches shall be selected from a list of Association nominees.
    - In the event that there no coach applicants for one (1) or more of the four (4) positions, the coaches for those positions will be selected from the available pool of remaining applicants.
    - In order to become a coach a unit member must have a minimum of eight (8) hours of training. This training may be the result of participation in a workshop approved by the District and META, the Pilot Study Group, or an alternative training. The training must include but not be limited to:
        i. How to write SMART goals

ii. Overview of DESE Evaluation of Teachers and Caseload Educators
iii. DESE Self-Assessment and Goal-Setting model for Developing Teachers and Professional Status Teachers

5. The parties agree to continue to pilot the DESE rubrics for the 2015-2016 school year.

6. The parties agree to continue to pilot the DESE forms for the 2015-2016 school year.

7. Beginning with this agreement Evaluators may rate an Educator with Professional Teacher Status as "Unsatisfactory" and, within the following guidelines, place the Educator on an Improvement Plan during the 2015-2016 school year.

   - An Educator who is rated "Unsatisfactory" may be placed on an Improvement Plan.
     i. Any Educator on an Improvement Plan will have a minimum of sixty (60) workdays and up to a one hundred eighty five (185) workdays to address the goals of the plan related to his/her "Unsatisfactory" rating(s).
     ii. If the Improvement Plan requires specific professional development activities, an Educator will have forty-five (45) work days following completion of the required professional development to improve his/her performance rating to "Needs Improvement" or higher.
   - An Educator who is rated as "Needs Improvement" or "Unsatisfactory" may request the addition of a Supervising Evaluator for the duration of his/her Directed Plan or Improvement Plan.

8. An Educator will be placed on his/her respective evaluation cycles for the 2015-2016 school year as follows:

   - Each Pre-Professional Status Educator will be placed on a one-year Developing Educator Plan. In the first three (3) years of employment with the Manchester Essex Regional School District, Pre-Professional Status Educators will receive a minimum of one (1) announced observation in addition to unannounced observations.
   - An Educator beginning their first year of Professional Status in the District or an Educator moving off a Directed Growth Plan will be placed on the two-year Self- Directed Growth Cycle in the year that his/her status changes.
   - Department Chair Evaluation
     (a) The teaching responsibilities of the Department Chair shall be evaluated using the appropriate teaching rubric.

(b) The administrative responsibilities of the Department Chair shall be evaluated using the appropriate administrative rubric.

9. All unannounced observations shall be a minimum of ten (10) minutes in duration. All unannounced observations will be followed by brief written feedback to the observed Educator within one (1) to three (3) school days.

10. Walkthrough visits will be non-evaluative and will be conducted in a manner that is consistent with the teaching environment.

11. All announced observations shall be a minimum of thirty (30) minutes in duration.

12. The Principal, the District Director of Curriculum and Technology, or the Director of Student Services will be assigned as an Educator's Primary Evaluator at the beginning of the Evaluation Cycle and as such will conduct goal setting, formative evaluations, summative evaluations, classroom observations and conferences as delineated in this Agreement. Department Chairs may also conduct classroom observations in the role of Supervising Evaluator as delineated in the DESE Model Contract language. Except as specified in this Agreement all feedback generated as a result of observations conducted by a Supervising Evaluator will be shared with the Educator *and the* Primary Evaluator in accordance with the time frames found in Section (11), Observations of the DESE Model Contract, as appended to 2015-2018 Collective Bargaining agreement. Only one (1) Supervising Evaluator will be assigned to an Educator during the evaluation cycle.

13. The Association retains all of its grievance and arbitration rights pursuant to Article IV of the Collective Bargaining Agreement and does not waive any rights pursuant to professional teacher status and just cause for the 2015-2018 school years. Any utilization of the protocols included in the DESE Model Contract language for the 2015- 2016 school year will not set any precedent and/or practice for bargaining and/or the further implementation of the Educator Evaluation system.

14. While the Implementation Year of Educator evaluation under this agreement has been completed, the parties have agreed to extend the Memorandum of Agreement for one (1) year rather than writing final language for 2015-2018.

15. The Timelines in the DESE Model Contract will be modified during the 2015-2016 school year as follows:

<table>
<tr><td rowspan="2">Activity:</td><td colspan="2">DEADLINES
(To be finalized annually)</td></tr>
<tr><td>Pre-PTS</td><td>PTS</td></tr>
<tr><td rowspan="3">Superintendent, principal or designee meets with evaluators and educators to explain evaluation process and <u>provide training</u>. Ongoing training and support will be provided in addition to these scheduled training modules.</td><td colspan="2">Self-assessment and goal-setting by third Friday of Sept</td></tr>
<tr><td colspan="2">Educator plan by first Friday in October</td></tr>
<tr><td colspan="2">Formative and summative evaluation by third Friday in Jan</td></tr>
<tr><td></td><td>Pre-PTS</td><td>PTS</td></tr>
<tr><td>Evaluator meets with first-year educators to assist in self-assessment and goal setting process.</td><td>October 2
If applicable</td><td>n/a</td></tr>
<tr><td>Educator submits self-assessment and proposed goals.</td><td>October 9</td><td>October 16</td></tr>
<tr><td>Evaluator approves goals.</td><td>October 16</td><td>October 23</td></tr>
<tr><td>Educator submits Educator Plan.</td><td>October 23</td><td>October 30</td></tr>
<tr><td>Evaluator approves Educator Plans</td><td>November 6</td><td>November 13</td></tr>
<tr><td>Evaluator should complete first observation of each Educator</td><td>November 13</td><td>Within 2-year cycle</td></tr>
<tr><td>Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)
* or four weeks before Formative Assessment Report date established by Evaluator</td><td>January 15</td><td>n/a</td></tr>
</table>

Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 9	n/a

Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 12	n/a
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 15	April 15
Evaluator completes Summative Evaluation Report; Educator acknowledges receipt of Summative Evaluation Report within five school days of posting notification	May 13	May 13
Evaluator meets with Educators whose overall Summative Evaluation ratings are 'Needs Improvement' or 'Unsatisfactory'	June 3	June 3
Evaluator meets with Educators whose ratings are 'Proficient' or 'Exemplary' at request of Evaluator or Educator	June 10	June 10
Educator written responses to Summative Evaluation Reports are posted	June 30	June 30

This Agreement is subject to the ratification of the parties.

Massachusetts Model System for Educator Evaluation

Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher

Appendix C. Teacher Rubric

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

Structure of the Teacher Rubric

- **Standards:** Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for teachers: *Curriculum, Planning, and Assessment; Teaching All Students; Family and Community Engagement;* and *Professional Culture.*

- **Indicators:** Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are three Indicators in Standard I of the teacher rubric: *Curriculum and Planning*; *Assessment*; and *Analysis*.

- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.

- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: *Unsatisfactory, Needs Improvement, Proficient,* or *Exemplary*.

Use of the Teacher Rubric

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

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

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

How to reference parts of the rubric:

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

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

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

Indicator I-A. Curriculum and Planning: Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.				
I-A. Elements	**Unsatisfactory**	**Needs Improvement**	**Proficient**	**Exemplary**
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills in the subject.	**Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.**	Demonstrates expertise in subject matter and the pedagogy it requires by engaging all students in learning experiences that enable them to synthesize complex knowledge and skills in the subject. Is able to model this element.
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students this age or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students this age but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to move toward meeting intended outcomes.	**Demonstrates knowledge of the developmental levels of students in the classroom and the different ways these students learn by providing differentiated learning experiences that enable all students to progress toward meeting intended outcomes.**	Demonstrates expert knowledge of the developmental levels of the teacher's own students and students in this grade or subject more generally and uses this knowledge to differentiate and expand learning experiences that enable all students to make significant progress toward meeting stated outcomes. Is able to model this element.

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

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

I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers only the assessments required by the school and/or measures only point-in-time student achievement.	May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.	**Designs and administers a variety of informal and formal methods and assessments, including common interim assessments, to measure each student's learning, growth, and progress toward achieving state/local standards.**	Uses an integrated, comprehensive system of informal and formal assessments, including common interim assessments, to measure student learning, growth, and progress toward achieving state/local standards. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.	**Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for students.**	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for individuals and groups of students and appropriate modifications of lessons and units. Is able to model this element.

Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.

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

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

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

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

Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

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

Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.

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

Indicator II-D. Expectations: Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.

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

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

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

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

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

III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning or behavior expectations.	Sends home only a list of classroom rules and the learning outline or syllabus for the year.	**Consistently provides parents with clear, user-friendly expectations for student learning and behavior.**	Successfully conveys to most parents student learning and behavior expectations. Is able to model this element.
III-B-2. Curriculum Support	Rarely, if ever, communicates with parents on ways to support children at home or at school.	Sends home occasional suggestions on how parents can support children at home or at school.	**Regularly updates parents on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.**	Successfully prompts most families to use one or more of the strategies suggested for supporting learning at school and home and seeks out evidence of their impact. Is able to model this element.

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.

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

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

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

IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students but not with colleagues and/or rarely uses insights to improve practice.	**Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.**	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; and uses and shares with colleagues, insights gained to improve practice and student learning. Is able to model this element.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	**Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student learning data.**	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student learning data. Is able to model this element.

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

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

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.

IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.	Does not consistently collaborate with colleagues in ways that support productive team effort.	**Consistently and effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.**	Supports colleagues to collaborate in areas such as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention. Is able to model this element.

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

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

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

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

Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.

IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	**Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.**	Demonstrates sound judgment and acts 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.

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Appendix D. Specialized Instructional Support Personnel Rubric

March 2012

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Structure of the Specialized Instructional Support Personnel (SISP) Rubric

- **Standards:** Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for teachers: *Curriculum, Planning, and Assessment; Teaching All Students; Family and Community Engagement;* and *Professional Culture.*

- **Indicators:** Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are three Indicators in Standard I of the SISP rubric: *Curriculum and Planning*; *Assessment*; and *Analysis*.

- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.

- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: *Unsatisfactory, Needs Improvement, Proficient,* or *Exemplary*.

Use of the Specialized Instructional Support Personnel (SISP) Rubric

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

The roles and responsibilities of educators to whom this rubric will be applied will vary. ESE encourages educators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and Elements that

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

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

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

How to reference parts of the rubric:

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

Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as *Element II-A-2****Standard I: Curriculum, Planning, and Assessment.*** *promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

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

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

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

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

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

Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.

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

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

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

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

Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

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

Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.

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

Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.

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

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

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

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

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

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

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.

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

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

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

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

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

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

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.

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

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

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

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

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

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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 C

PUBLIC COMPLAINTS ABOUT SCHOOL PERSONNEL

A Joint Labor-Management Working Group shall be established and shall be comprised of members designated by the Association and members designated by the Superintendent JLMC Working Group shall review the existing parent complaint procedure outlined in Appendix C. The Committee shall have the power to make recommendations for the improvement and/or alteration of the Appendix to the parties for ratification.

Complaints about school personnel will be investigated fully and fairly. However, before any such complaint is investigated, the complainant must submit his complaint in writing. Anonymous complaints will be disregarded.

Whenever a complaint is made directly to the School Committee as a whole or to a Committee member as an individual, it will be referred to the school administration for study and possible solution.

The following procedures are established to ensure that a citizen's complaint is given respectful attention and that the integrity of the educational program is upheld. "Complaint" in this regulation will be restricted in meaning to that criticism of particular school employees which includes or implies a demand for action by school authorities. Other comments and suggestions will be referred informally to affected personnel.

1. If a complaint comes first to the person against whom it is directed, s/he will listen courteously and will try to resolve the difficulty. In all such cases, the person against whom the complaint is directed shall notify his or her immediate supervisor. If the complaint remains unsatisfied, the employee will refer the complaint to the building Principal or other immediate supervisor to have the complaint considered further.

2. If a complaint comes first to the Principal or other supervisor of the person criticized, he or she should listen courteously or acknowledge a letter promptly and politely, but should make no commitments, admissions of guilt, or threats. If the complaint involves a particular employee, the supervisor may suggest a conference between the complainant and the person criticized and should inform that person immediately of the complaint.

   If a complainant has already met with the person criticized and remains unsatisfied, the supervisor should invite the complainant to file his complaint in writing.

3. If a complaint comes first to any other school employee, that employee will refer the complainant to the person criticized and his or her principal.

4. No further action on the complaint should be taken unless the complainant submits the complaint in writing.

5. When a written complaint is received, the Principal or other supervisor will schedule a conference with himself, or herself, the complainant, the person criticized or other personnel that either the supervisor or the person criticized feels could contribute to resolution of the problem.

6. If the complainant is not satisfied with the results of the conference above, he or she should then be referred to the Superintendent, who may handle the complaint personally or refer it to other personnel, as he or she may see fit.

7. Should dissatisfaction remain after the above steps have been taken, a parent or community member can always raise the issue at a public meeting of the Manchester Essex Regional School Committee.

MERSD Problem Solving Process Quick Guide

MERSD is committed to meeting the needs of all of our students and promoting student self-advocacy at developmentally appropriate ages. If a situation arises where a student or parent/guardian has an academic, social emotional, or behavioral concern, the following Problem Solving Process should be followed.

Elementary Level

STEP ONE: When a parent has a concern, it is important that the parent first begin with the staff member most closely associated with the situation. By placing a phone call to the main office, the parent can leave a message with the appropriate staff member. Details are listed below:

- Academic or social concern – Classroom Teacher
- Social/Behavior concern (within the classroom) – Classroom Teacher
- Behavior concern (recess) – Classroom Teacher
- Bus concern – Bus Driver / Adjustment Counselor
- Lunchtime/recess concern – Adjustment Counselor
- Specialist class concern – Specialist Teacher: Art, Foreign Language, Library, Music, PE/Health, Technology

STEP TWO: After meeting with the appropriate staff member, most situations can be resolved or explained. If the parent continues to have concerns, the next step would be to meet with the next tier of support as outlined below. By placing a phone call to the main office the parent can leave a message with the appropriate staff member.

- Academic or Social Concern – Adjustment Counselor
- Behavior concern (within the classroom) – Adjustment Counselor
- Behavior concern (Recess) – Adjustment Counselor
- Bus concern – Principal
- Lunchtime/recess concern – Principal
- Specialist class concern – School Adjustment Counselor

STEP THREE: If steps one and two are unsuccessful at rectifying the situation satisfactorily, a phone call or meeting with the principal may be necessary. Parents should contact the school secretary to schedule a time to speak with the principal on the phone or in person.

Middle School Level

STEP ONE: When a parent has a concern, it is important that the parent first begin by encouraging his/her child to speak with the staff member most closely associated with the situation. If this is unsuccessful at rectifying the situation, the parent may address the staff member most closely associated with the situation. Parents should expect a response within two school days. Details are listed below:

- Academic or Social Concern (Classroom) – Classroom Teacher
- Social/Behavioral (Outside of Classroom) – Adjustment Counselor / Dean of Students
- Bus concern – Bus Driver//Dean of Students
- Lunchtime Concern –Adjustment Counselor / Dean of Students
- Exploratory Concern – Art, Foreign Language, Library, Music, PE/Health, Technology Teacher

STEP TWO: After communicating with the appropriate staff member, most situations can be resolved or explained. If the parent continues to have concerns, the next step would be to meet with the next tier of support as outlined below. By placing a phone call to the main office the parent can leave a message with the appropriate staff member.

- Academic or Social Concern (Classroom) – Department Head
- Social/Behavioral (Outside of Classroom) – Dean of Students
- Bus concern – Dean of Students /Principal
- Lunchtime concern – Dean of Students / Principal
- Exploratory Concern – Dean of Students / Principal

STEP THREE: If steps one, two and three are unsuccessful at rectifying the situation satisfactorily, a phone call or meeting with the principal may be necessary. Parents should contact the school secretary to schedule a time to speak with the principal on the phone or in person.

High School Level

STEP ONE: When a student has a concern, it is important that the student first begin with the staff member most closely associated with the situation. Details are listed below:

- Academic Concern (Classroom) – Classroom Teacher
- Social/Behavior Concern (Outside of Classroom) – Guidance Counselor / Dean of Students
- Bus concern – Bus Driver/Dean of Students/Guidance Counselor
- Lunchtime Concern – Guidance Counselor / Dean of Students
- Athletics Concern – Coach/Athletic Director

STEP TWO: When a parent has a concern, it is important that the parent first begin by having his/her child speak with the staff member most closely associated with the situation (step one, above). If step one is unsuccessful at rectifying the situation, the parent may address the staff member most closely associated with the situation. Parents should expect a response within two school days. Details are listed below:

- Academic or Social Concern (Classroom) – Classroom Teacher
- Social/Behavioral (Outside of Classroom) –Guidance Counselor / Dean of Students
- Bus concern – Bus Driver//Dean of Students
- Lunchtime Concern – Guidance Counselor / Dean of Students
- Athletics Concern – Coach/Athletic Director

STEP THREE: After communicating with the appropriate staff member, most situations can be resolved or explained. If the parent continues to have concerns, the next step would be to meet with the next tier of support as outlined below. By placing a phone call to the main office the parent can leave a message with the appropriate staff member.

- Academic or Social Concern (Classroom) – Department Head
- Social/Behavioral (Outside of Classroom) – Dean of Students
- Bus concern – Dean of Students /Principal
- Lunchtime concern – Dean of Students / Principal
- Athletics Concern – Coach/Athletic Director

STEP FOUR: If steps one, two and three are unsuccessful at rectifying the situation satisfactorily, a phone call or meeting with the principal may be necessary. Parents should contact the school secretary to schedule a time to speak with the principal on the phone or in person.

APPENDIX D

POLICY CONCERNING DRUGS AND ALCOHOL

The Manchester Essex Regional School Committee recognizes the complexity and seriousness of personal and societal problems resulting from drug and alcohol abuse. Drug and alcohol abuse can destroy the lives of individuals and erode the fabric of a community. While the Committee believes that those who are afflicted by substance abuse should be aided in dealing with this problem, use of controlled substances and use of alcohol in certain ways are crimes under Massachusetts law, and criminal conduct within the schools will not be tolerated. At a minimum, mere possession of either drugs or alcohol in, or within certain distances of, public schools not only violates school district policy, but is a crime in itself. It is not the responsibility of the school to advise students or School District personnel of the laws and legal penalties pertaining to controlled substances and illegal use of alcohol. Those who violate the law do so at their peril and must bear the consequences of their actions. In enacting this policy, it is the intent of the Committee to safeguard the well-being of the majority; to assist those who will benefit from substance-abuse counseling; to hold individuals responsible for their own conduct; and to make the consequences of offending conduct clear and certain.

As used in this policy, the word, "drugs" means any controlled substance as defined in Massachusetts General Laws, Chapter 94C, including, but not limited to, marijuana, cocaine and heroin, as well as over-the-counter or prescription medications used in ways for which they were not intended and commonly-available substances used in ways for which they were not intended. The word, "alcohol" means any alcoholic beverage. The phrase, "School District personnel" means any employee of the Manchester Essex Regional School District whose primary place of work is within the schools, as well as any individual acting in a recognized volunteer capacity in connection with school or school-sponsored activities. The phrase, "school-sponsored activity" means any activity conducted under the auspices of the Manchester Essex Regional School District which involves students or takes place at a location in which students are, or may reasonably expected to be, present. The phrase, “administrator" means any or all of the following: the Superintendent of Schools, Assistant Superintendents or Curriculum Director, Principals, Assistant Principals, and Director of Special Education.

A. Policy Applicable To Students

1. While engaged in any school-sponsored activity, students may not:

    a. Possess, use, distribute or be under the influence of, any controlled substance as defined in Massachusetts General Laws, Chapter 94C, including, but not limited to, marijuana, cocaine and heroin. Such activity constitutes a serious crime under Massachusetts law.

    b. Possess, use or distribute over-the-counter or prescription medications or commonly available substances for use in ways for which they were not intended.

c. Possess, use or distribute any alcoholic beverage nor be under the influence of any alcoholic beverage.

2. In the event that any school personnel receive a complaint or report concerning an alleged violation by a student of any portion of the preceding paragraphs A. 1. (a) through (c) or has reason to believe such violation may have occurred, such school personnel shall immediately refer the matter to the building administrator for further inquiry or investigation. School personnel have a duty to comply with this provision.

3. Upon completion of the investigation, should the administrator determine that any violation of paragraphs A. 1. (a) through (c) has occurred, penalties to the student will occur. These penalties will be cumulative during the student's enrollment in the Manchester Essex Public Schools. The following are penalties which apply to students:

a. For a first offense involving drugs or alcohol or both, the student's parents will be notified and police authorities will be notified. In the discretion of the building administrator, the student may be expelled from the school. If the student is not expelled, the student will be suspended from school for a period of up to five days. Student participation in a recognized substance abuse program will be considered in determining the length of the suspension. The student will be readmitted to school only after a meeting among the student, the student's parent(s) or guardian and appropriate school personnel, as determined by the principal. This meeting will include discussion and formulation of a long-term treatment program for the student. If appropriate, a request for an investigation under Massachusetts General Laws Chapter 119, sec.51A will be filed with the Massachusetts Department of Social Services.

b. For a second offense involving drugs or alcohol or both, the student may be expelled from school at the discretion of the principal. The student's parents will be notified and police authorities will be notified. If the student is not expelled, the student will be suspended from school for up to ten days. Student participation in a recognized substance abuse program will be considered in determining the length of the suspension. The student will be readmitted to school only after a meeting among the student, the student's parent(s) or guardian and appropriate school personnel, as determined by the principal. This meeting will include discussion, formulation and adoption of a long-term treatment program for the student. In order to remain in school, the student must provide evidence of participation in the treatment plan on an ongoing basis. The student and the student's parents or guardian will be advised that any subsequent offense by the student will result in expulsion. They will also be advised that expulsion carries with it the legal requirement that should the student enroll in another public school,

the Manchester Essex Regional School District is required by law to advise the receiving school of the reason for expulsion.

If appropriate, a request for an investigation under Massachusetts General Laws Chapter 119, sec. 51A will be filed with the Massachusetts Department of Social Services.

c. Upon a third offense involving drugs or alcohol or both, the student will be expelled from the Manchester Essex Regional School District.

B. Policy Applicable To Manchester Essex Regional School District Personnel

1. While engaged in any school-sponsored activity, school district personnel may not:

   a. Possess, use, distribute or be under the influence of any controlled substance as defined in Massachusetts General Laws, Chapter 94C, including, but not limited to, marijuana, cocaine and heroin.

   b. Possess, use or distribute over-the-counter or prescription medications or commonly- available substances for use in ways for which they were not intended;

   c. Possess, use or distribute any alcoholic beverage nor be under the influence of any alcoholic beverage.

   d. Procure, distribute, or in any way provide to students any alcoholic beverage, any controlled substance as defined in Massachusetts General Laws, Chapter 94C, or any over-the-counter or prescription medications or commonly-available substances for use in ways for which they were not intended.

2. In the event that any administrator receives a report concerning a violation by school district personnel of any portion of the proceeding paragraphs A. 2., B. 1. (a) through (d) or has reason to believe such violation may have occurred, the administrator shall proceed to investigate the complaint in accordance with the procedures set forth in School District Policy KLD or its successor.

3. Upon completion of the investigation, should the administrator determine that any violation of paragraphs A. 2. or B. 1. (a) through (c) has occurred, the administrator will issue sanctions against the individual or individuals involved, which include, but are not limited to, a verbal or written reprimand, suspension with or without pay and termination of employment. In cases in which a violation of paragraphs B. 1. (a) or B. 1. (c) has occurred, police authorities will be notified. Should the administrator determine that any violation of paragraph

B.1. (d) has occurred, police will be notified and the employment of the school district personnel will be terminated.

4. Should an administrator have reason to believe that any school district personnel suffer from a problem with drugs or alcohol, the administrator is encouraged to advise such individual or individuals of the Towns of Manchester and Essex Employee Assistance Programs, a confidential assistance program which is available to employees of the Towns of Manchester and Essex and their families, or of other assistance programs and encourage such school district personnel to seek assistance.

APPENDIX E
Side Letter Agreement on Harassment Policy

The MERSC has agreed to address the concerns raised by META concerning the length of time the MERSC maintains certain records resulting from a harassment investigation. The MERSC shall address those concerns in the following manner:

1. If the harassment investigation centers on allegations of harassment of a student by an employee, the records shall be kept until the student turns twenty-one (21) years old.

2. If the harassment investigation centers on allegations of harassment of an employee by another employee, the records shall be kept for a period of seven (7) years from the date of the investigation's conclusion or when any litigation or charges concerning the alleged harassment have been resolved, settled, or decided, whichever comes first, unless specific state or federal legislation requires longer record retention periods.

3. All records except for any disciplinary actions shall be kept in the Title IX files.

4. By reaching this Agreement the School Committee is not agreeing that its policies are subject to negotiations.

APPENDIX F: Negotiation Items in Progress

- The parties agree to extend the Middle School Schedule Memorandum Of Agreement, cited below, with the understanding that the current schedule will be reviewed by a school-based committee of teachers and administrators. META will appoint the teacher representatives.

  The Manchester Essex Regional Middle School will incorporate a M-E Block into the six day, rotating schedule. This block will meet every day from 12:48 to 1:18. It will not rotate or drop.

  The parties hereby agree to the following provisions to facilitate the Middle School schedule changes during the 2018-2019 School Year. At the end of the 2018-19 school year, ME Block will be absorbed into the middle school schedule, and this MOA will resolve.

  The purpose of this block is to incorporate time into the students' schedule for things such as, completing homework, studying for upcoming assessments, working individually or collaboratively on projects, quietly reading or writing, or working with teachers as teachers see fit. Teachers are required to supervise students within their classroom during M-E Block. This may also be an autonomous time for teachers to work with students within the context they deem appropriate. Teachers shall be assigned no more than five (5) ME blocks during the 6-day cycle. If there is to also be a homeroom period in the schedule, homeroom supervision duties will be rotated equitably among unit members.

  It is recognized that planning time may be necessary in order to support ME Block. With this in mind, all teachers who are assigned a ME Block will have one extra planning block in lieu of a team planning block during the six-day cycle. The purpose of this planning block is to work with colleagues, and students as necessary, to facilitate specific plans for ME block activities and/or individual student support during ME Block. This may also be a time for teachers to reach out to parents, on an as needed basis, as it specifically relates to ME block. This extra planning block may require coordination by teachers in some instances, and teachers are expected to work autonomously with their colleagues as needed.

  The following language from the 2015-2018 contract shall continue to be in effect, with the exception that the number of minutes of prep time per cycle shall be changed to three hundred seventy five (375):

  The middle school schedule effective the 2008-2009 school year shall consist of a seven (7) period schedule meeting six (6) blocks a day on a rotating six (6) day cycle.

Each full time unit member will have a minimum of three hundred seventy five minutes of preparation time per six (6) day cycle to devote to lesson planning, grading or the like. A preparation period shall be equal in length to the corresponding length of the scheduled student instructional block. Full time unit members who function as a classroom teacher, including exploratory teachers, specialists and special education teachers will have their preparation periods built into their schedule.

In the middle school full-time unit members shall be assigned no more than twenty-six (26) teaching periods per 6-day cycle except that teachers of art, music, business, technical studies or physical education may be assigned no more than thirty-one (31) instructional blocks per six (6) cycle, provided each additional teaching period shall be in lieu of a period of assigned administrative duty.

Every effort shall be made to ensure that beginning August 2017, all Middle School/High School teachers, including teachers of art, music, business, technical studies or physical education, shall be assigned no more than twenty- six (26) teaching periods per 6-day cycle. Notwithstanding the previous sentence, beginning in August 2017, any full-time teachers of art, music, business, technical studies or physical education, who continue to teach between twenty-six (26) and thirty-one (31) instructional blocks per six (6) cycle, will be excused from such responsibilities such as homeroom, mandatory attendance at assemblies, MCAS proctoring, or any other duties.

- Evaluation Language Review: The parties agree to establish a joint labor-management evaluation team which shall review the evaluation process and procedures. The joint labor-management team will consist of members of the negotiating team who will seek input from principals, directors, teachers, and others faculty members recognized by the CBA. META will appoint unit members to the joint labor-management team.

- The parties agree to establish a joint labor-management team to negotiate potential changes to health care specifically regarding Domestic Partners. The joint labor-management team will consist of members from the current negotiating team who are also current members of HIAC.