
C O N T R A C T

**Littleton Educators' Association
and
Littleton School Committee**

September 1, 2023

To

August 31, 2026

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PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of the Littleton Public Schools and that good morale within the professional staff of the Littleton Public Schools is essential to achievement of that purpose, we, the undersigned parties of this contract, declare that:

- A. Under the law of Massachusetts, the Committee, elected by the citizens of the town of Littleton, has final responsibility for establishing, improving, and revising the educational policies of the public schools of the town of Littleton;
- B. The superintendent of schools of the town of Littleton (hereinafter referred to as the superintendent) has responsibility for carrying out the policies so established;
- C. The professional staff of the public schools of the town of Littleton has responsibility for providing instruction of the highest quality;
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the superintendent, and the professional staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the professional staff;
- E. The Superintendent will schedule time for the LEA and the Superintendent/Designee to collaboratively meet with staff at the beginning of the year meeting and as part of the new teacher's orientation program.
- F. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I. DEFINITIONS

In this contract the following words and abbreviations will have the following meanings unless otherwise stated:

Committee - The Littleton School Committee;

Association or LEA - The Littleton Educators' Association;

Teacher - All professional employees of the Littleton School Department except those employees excluded from Unit A;

Administrator - All principals, assistant principals, assistant superintendent, director of business, director of management services, coordinator of technology, coordinator of support services, administrator, of special education, Director of Student Services, Director of Teaching and Learning, Out of District Coordinator, Special Education Administrators

Superintendent - The superintendent of the Littleton Public Schools;

PR&R - The Professional Rights and Responsibilities Committee of the LEA;

The pronouns he, his, she, hers and theirs shall include male and female staff members and both singular and plural as the facts and context require.

The term Elementary will apply to the Middle School and Elementary Schools, Pre K-8. The term High School will apply to grades 9 through 12.

ARTICLE II. RECOGNITION

- A. For the purposes of collective bargaining on wages, hours, and conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the LEA as the exclusive bargaining agent of all professional employees of the Committee (as such employees are defined by Chapter 150E of the General Laws), in the following unit.

Unit A: All professional employees of the public schools of the town of Littleton except the superintendent, assistant superintendent, director of business, coordinator of technology, occupational therapists, physical therapists, director of management services, all principals and assistant principals, coordinator of support services, administrator of special education, substitute teachers, physicians, and dietitians, BCBA, PPS Director, Director of Curriculum, Out of District Coordinator, Special Education Administrators.

The parties acknowledge that the newly created positions of "Special Education Administrators" (effective with the end of the 2022-2023 school year) will perform responsibilities previously performed by bargaining unit members as well as administrative responsibilities, including evaluation of Unit A members. These positions will be excluded from the bargaining unit, and LEA hereby waives any claim it may have that such exclusion is a violation of Article III, Section J.

The positions of OT, PT and BCBA are hereby accreted into the bargaining unit with caveat that the parties will negotiate over what provisions of the current CBA and other terms and conditions will apply. Both parties will meet by October 15, 2023 or earlier to begin this negotiation process. To that end, and prior to October 15, 2023, the District will provide the Association with a list of the sections/portions of the current Unit A contract that it believes should be negotiated (in terms of if and how they would apply to the positions of OT, PT, and BCBA). The terms and conditions of employment set forth in each individual contract relative to these positions will remain in place unless and until an alternative agreement is reached

- B. Except as specifically abridged, delegated, granted or modified by this agreement or any supplements thereto, or by General Laws, Chapter 150E, all of the rights, powers and authority held by the Committee prior to the effective date of said agreement are retained by the Committee and the exercise of said rights, powers and/or authority shall not be subject to arbitration.
- C. This contract contains all of the matters that were negotiated or agreed upon by the parties. The wages, hours, and conditions of employment set forth in this contract shall apply to the employees as of the effective date of this contract.

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 or regulation, then such provision of law or regulation shall control, but all other provisions or applications shall continue in full force and effect.

ARTICLE III. COMPENSATION

The Littleton School Committee ("Committee") and the Littleton Educators' Association (Unit A) (the "Association") hereby agree to a new three-year contract for the period of September 1, 2023- August 31, 2026. Except as modified by this Memorandum, the terms and provisions of the September 1, 2020- August 31, 2023 contract (as amended effective September 2021 and September 2022) between the parties will be carried forward into the new contract. All changes shall take effect as of the first work day of the 2023- 2024 school year, unless otherwise noted.

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A. Appendix A (Salary Schedule): Across the Board increases as follows:

- Year 1: 2%
- Year 2: 3.25 %*
- Year 3: 3.25 %*

* See note under Article IV, Sections B.2 on Pilot Conference Plan

Appendix B and Appendix C (Stipends): Across the Board increases as follows:

- Year 1: 2%
- Year 2: 2%
- Year 3: 2%

The parties also agree to the individual adjustments/additions to stipends that are highlighted in Attachment B. The highlighted numbers for stipends involving activities that were in place during the 2022 -2023 school year, but not included on the 2022-2023 list, will serve as a base amount to which a 2% increase will be applied for the 2023 – 2024 school year.

The other highlighted numbers will serve as the amount for the 2023 – 2024 school year, and a 2% increase will not be applied until the 2024 – 2025 school year. These numbers include the following:

- a) Those involving activities that were not in place during the 2022 -2023 school year and
- b) Stipends that were on the list in 2022-2023, but have received an increase based upon an individual adjustment

The salaries associated with this agreement are set forth in Appendices A, B, and C which are attached hereto and made a part hereof.

B. STEPS

Steps in the basic salary scale for teachers define the normal progression of teachers in the Littleton school system who serve satisfactorily. Normally, a teacher without experience shall be awarded a salary at the first step. A teacher commencing his second year shall be awarded a salary at the second step, etc.

C. EXPERIENCE

Full credit shall be given for previous teaching experience. Experience shall be determined to the nearest number of whole years of teaching experience in Littleton schools or other schools in which the experience is in the judgment of the superintendent deemed to contribute to the teacher's proficiency. Fractions of a school year equal to or greater than one-half shall be considered a whole year.

D. LONGEVITY

All teachers who have been teaching in the Littleton Public Schools for a period of fifteen (15) years or more shall be granted an additional increment listed in Appendix A. All teachers who have been in the profession for a period of twenty (20) years or more shall be granted the increment listed in Appendix A. For this reason, a teacher's placement on the longevity grid may be completely independent of their placement on the salary grid.

Unlike steps on the salary grid, longevity increments are for teachers who have *completed* the number of years of service outlined above. Therefore, the additional increment will take effect at the beginning of the following school year (for example, a teacher who qualifies for the additional increment at level 15 would receive that increment at the beginning of their 16th year).

For the purpose of calculating longevity, “years in the profession” include those years for which a person was employed by a public or private school in a position covered by the bargaining unit as defined in Article II.

Longevity increments are not cumulative. A teacher’s salary is increased by the increment listed above relative to what it would be on the salary grid, not relative to what it was during the previous year. For example, a teacher who had spent their entire career in Littleton would not experience an increase in salary due to longevity from their 17th to their 18th year.

E. MILITARY OR OTHER SERVICE

Full credit up to two years on the basic salary schedule shall be allowed for each year of active military service, service in the Peace Corps, or VISTA for individuals whose teaching service was interrupted thereby. For individuals whose teaching service was not interrupted thereby such credit shall be given provided such service is in the judgment of the superintendent deemed to contribute to the teacher's proficiency.

F. TRAINING

The training classification is based on academic degrees. Evidence of degree status in the form of a transcript or other official statement from the college or university involved shall be required of all teachers.

Teachers who have earned a Bachelor's Degree are eligible for salaries listed under that heading. Upon presentation to the superintendent on a Salary Schedule Advancement form of evidence of a Master's Degree, Masters plus 15 hours, Master's plus 30 hours, Master's plus 45, Master’s plus 60 or Ph.D/Ed.D from an accredited college or university, a teacher shall be advanced to the proper step on the salary schedule.

For credit beyond the Master's Degree, a teacher shall be permitted to take courses in any field subject to the prior approval of the superintendent; *said* approval shall not be *unreasonably* withheld.

G. PROFESSIONAL STATUS

If elected by the Superintendent, teachers serving satisfactorily in the Littleton schools for three years consecutively shall be elected to start the fourth and subsequent consecutive years as outlined in Chapter 71, section 41. At the discretion of the Superintendent, he/she may elect a teacher who has served in its schools for not less than one year.

Teachers who are awarded professional status will receive a base salary not less than the amount applicable in accord with the basic salary schedule as outlined, except as noted in Section F above.

H. PROFESSIONAL GROWTH PRACTICES

All teachers shall continue to keep abreast of and alert to new developments in their special fields through course work, workshops, lectures and other special study.

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Reimbursement for Professional Development. The School Committee shall allow for the payment for approved, successfully completed professional development at 100% of the total cost, said payment not to exceed \$2000 per professional staff member per fiscal year (July 1 - June 30). Application for professional development reimbursement must be made in writing on forms which shall be provided by the Central Office. All requests are subject to the approval of the Superintendent of Schools, in their sole discretion. Payment for professional development reimbursement may, at the request of the staff member, be made in advance. If payment is made in advance and the professional development is not successfully completed, the advance payment shall be deducted from the teacher's salary. Professional development reimbursement is limited to the cost of tuition and any mandatory fees associated to take a class, workshop, seminar, etc., as well as the costs associated with maintaining membership in a professional organization provided that this membership is necessary to allow students to participate in a scholastic event. Additional costs such as textbooks, and similar expenses are not payable under this policy.

Other Professional Development. There shall be a Professional Development Committee (PDC) consisting of 16 members, 12 teachers and 4 administrators appointed by the Superintendent. The PDC will be responsible for bringing quality district wide professional development opportunities to Littleton teachers. The PDC shall make recommendations for funding district-wide professional development activities and funding for such activities to the Superintendent. All recommendations are subject to the approval of the Superintendent of Schools in his sole discretion.

Each school shall also have a school-based professional development committee (SBPDC) consisting of two teachers and a school-based administrator. One of the teacher representatives shall also serve on the PDC. The SBPDC shall be responsible for making recommendations for building level programs, reviewing professional development proposals from individual teachers, and for making recommendations for funding both school based professional development and individual teacher activities. One thousand dollars (\$1000) of the professional development reimbursement will be available for other forms of professional development, e.g. workshops, seminars, on-campus professional development and conferences, subject to the recommendation of the SBPDC to the Superintendent and approval of the Superintendent, in his sole discretion. Total reimbursement for tuition and other professional development activities shall not exceed \$2000 per fiscal year.

I. SALARIES FOR PART TIME TEACHERS

Teachers who for whatever reason are employed less than full-time will be paid that fraction of the appropriate full-time salary which is equal to the amount of time they are employed to work. For example, a half-time teacher would be paid 50 percent (50%) of the appropriate step of the salary schedule set forth in Appendix A. The Committee agrees not to split full-time teaching positions into two or more part-time positions unless by mutual consent between the School Committee and Association. Part time teachers who, in addition to performing their regular duties, provide substitute coverage for an absent teacher shall be paid at the district substitute teacher rate.

- J. Any position that requires certification from the Department of Education and which involves the performance of work that has traditionally been performed by members of the bargaining unit represented by the Association unless otherwise excluded by the language of the recognition clause, will be included in the bargaining unit represented by the Association.
- K. A substitute teacher who works in the same position for more than ten (10) consecutive days will be paid at the rate of 1/182 of Bachelor, Step 1 per day from the eleventh (11th) to the sixtieth (60th) school day. After the sixtieth (60th) day in the same assignment, she/he will be placed on the salary schedule for teachers and entitled to all benefits provided in the collective bargaining agreement between the Association and the Committee.

ARTICLE IV. TEACHING HOURS AND TEACHING LOAD

- A. At any time in this agreement, unless specified, when grade levels are discussed, the term Elementary will apply to the Middle School and Elementary Schools, Pre K-8. The term High School will apply to grades 9-12. Under normal circumstances, regular starting and dismissal times shall not be changed during the term of this agreement.

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If the superintendent believes a change is necessary, he will make a written recommendation to the School Committee and furnish the LEA with a copy. If the Committee believes that any change is advisable, it shall:

1. Notify the Association in writing of any intended change, and if requested by the LEA within 10 school days of such notice.
2. Meet with the LEA to discuss any change before it is implemented, unless emergency circumstances otherwise require.
3. If the LEA doesn't request a meeting within 10 school days of any implemented change or such notice, whichever comes first, then the LEA shall be deemed to have waived the right to bargain over such change.

B. RELEASE TIME

1. The superintendent and the School Committee have decided that the release time for the duration of the contract shall be as follows:
2. At all levels, the total number of release days shall be 10 three-hour early release and one full release day for professional development, subject to compliance with state department of education regulation on school day/school year.

The conference plan will consist of one (1) additional full release day per semester for conferences, days that will be provided by increasing the school year from 182 days to 184 days. The conference plan will not include early release days or evening conferences. Full-day release conferences will be conducted during the normal school hours of each building. On these days, teachers will not conference for more than 2 hours without a 15-minute break, and will have at least a 30-minute lunch. No additional duties or meetings will be assigned to teachers on these conference days.

The full-day release conference plan shall be considered a pilot and thus sunset at the conclusion of the 2025-2026 school year. Absent a written agreement by the parties to continue with this or an alternative plan that includes 184 work days, the conference plan that was in effect prior to September 1, 2023 (which included early release days and evening conferences), along with a 182-day work year, will resume. *Further, because the increases for Appendix A for years 2 and 3 are contingent upon the 184-day work year, the salary schedule shall be reduced by 1/184 (a little more than a half of a percent (.05%)) for each day the work year falls below 184.

The parties will meet no later than November 2025 and/or before that date at the request of either party, to discuss whether the pilot should be continued/discontinued with or without adjustments.

3. At all levels, the workday before Thanksgiving and the last day of school will be half days for students and staff. Teachers will not be required to stay more than 15 minutes past the student dismissal time.
4. Half-day is not to be construed as setting an exact hour for student dismissal or termination of a teacher's duty.
5. The superintendent/designee shall meet with the Association president each year, when the school calendar is being set, to discuss the schedule of release days for the upcoming year.
6. If the School Committee believes that during the course of the contract period a change may be advisable, it shall:
 - a. Notify the Association in writing of the intended changes and if requested,

- b. Set a date and place for a meeting to discuss these changes.

C. TEACHER WORK LOAD

It is agreed by the parties that:

1. A teacher's workload is affected by the:
 - a) number of teaching hours,
 - b) number of preparations,
 - c) number of pupils being taught,
 - d) number of supervisory duties,
 - e) nature of the subject matter to be taught,
 - f) extra-curricular activities in which a teacher voluntarily participates, and
 - g) class size.
2. Quality education demands that there be innovations and change which makes it impossible and undesirable to establish precise formulas which attempt to exactly equalize the workload of teachers.
3. the quality of education shall suffer if unreasonable demands are made which result in a particular teacher carrying an excessive workload or being expected to teach with inadequate or insufficient facilities.
4. the additional physical facilities cannot be created without town meeting vote, but imaginative use of existing facilities and changes in scheduling shall be employed to minimize overcrowding and inequities in the workload.
5. the provisions shall be made for additional teachers or para-professionals, or both, to relieve situations where the workload of a particular teacher is substantially excessive and unequal in relation to that presently existing in the school in which he is teaching.

6. DUTY FREE TIME

The School Committee and LEA acknowledge the importance of providing adequate duty-free time to teachers during the regular school day. All teachers shall have a duty-free lunch period not less than 20 minutes at least equal to that of one sitting of the students, which shall be in addition to the duty-free time mentioned below. At the high school and the middle school, each teacher shall be given a minimum of one duty-free period a day. Elementary teachers and itinerant teachers will receive a daily 45-minute duty-free period on each full school day for students and will receive a pro-rated preparation period on partial days for students. Duty-free time will be prorated according to FTE equivalency. Time spent traveling between buildings by itinerant teachers will not be considered duty-free time.

7. PUPIL TEACHER RATIOS

- a) The term pupil-teacher ratio encompasses the comparison between the total number of classroom teachers in a building and the total number of students in the same building. It does not govern the maximum number of pupils in an individual classroom teacher's class. The term classroom teacher as used in the article includes not only regular academic teachers but also teachers of physical education, art, music, and industrial arts.
- b) The following ratios of pupils to classroom teachers shall be maintained:

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- (1) Elementary and Middle Schools - In grades Pre K-8 there will be one classroom teacher for each 20 pupils enrolled as of the first day of classes each school year. An additional classroom teacher will be added when the ratio exceeds 20.5 pupils on the first day of classes. Kindergarten students count as .5 FTE for purposes of this section as long as the kindergarten program is a .5 day program. The Administration will assign students to classes with a goal of a spread of no more than three (3) students from the smallest to the largest class size at any grade level. In no event will the spread be more than four (4) students.
- (2) High School - 1 classroom teacher for each 16 pupils enrolled as of the first day of classes each school year.

Classroom teachers shall be added at the High School when said ratio exceeds 16.5 pupils to 1 classroom teacher as of the first day of classes.

8. Teachers are expected to be available to perform extra help and related educational and supervisory functions for 15 minutes a day before the official school starting time, and for a total of 150 additional minutes per week at the secondary level, and 110 additional minutes per week at the elementary level, as designated by the principal, before/after the official school start/dismissal time. Exceptions may be made to the above upon the mutual consent of the principal and teacher. In weeks of less than five days, the after-school obligation shall be proportionately less. The number of these aforementioned "additional minutes" the principal may designate for large or small group staff meetings, department meetings, etc. shall be capped at 120 minutes per month, with no more than 60 minutes per meeting. None of these aforementioned "additional minutes" will be designated for meetings in August.
9. Teachers are expected to contribute as their fair share, reasonable amounts of time for intermittent activities, as in the past, beyond the regular school day, including but not limited to: supervising dances, project fairs, field days, and evening activities.
10. Teachers have the right to volunteer to perform work on other activities beyond the minimum set forth in this collective bargaining agreement.

D. WORK YEAR

1. The first official day of school for students will be the Tuesday before Labor Day, and the work year for teachers shall begin the day prior. The Friday before Labor Day will be a day off for both students and staff. The work year for teachers shall terminate no later than June 30; but shall in no event be longer than four days more than the number of days pupils are required to be in attendance as regulated by the State Board of Education. The first day of the work year will include at least 2 hours of duty free time for all Unit A members.
2. The Committee agrees to consult with the Association before establishing the school calendar.
3. In the event that the amount of school days is increased by state law, the teachers' salaries shall then be adjusted on a pro rata basis.
4. In the event that the School Committee deems it necessary to make up a school day(s) that has been canceled for emergency reasons, and that are necessary to meet the Commonwealth minimum requirements, then the School Committee agrees to consult with the LEA before making a decision as to when the day(s) shall be made up.
5. Each teacher will be present at one Curriculum Night/Back to School Night. Teachers will be notified at least 30 days in advance of the date for the evening meeting.

E. GENERAL

1. The schedule of compensation for stipend positions is set forth in Appendices B and C.

ARTICLE V. TEACHER ASSIGNMENT

- A. Teachers shall not be assigned outside the scope of their teaching certificate and/or their major or minor fields of study, except as outlined by the department of elementary and secondary education.

- B. In arranging schedules for teachers assigned to more than one school, every effort shall be made to limit the amount of driving. Such teachers shall be notified of schedule changes as soon as practicable.

Teachers who use their automobiles for travel on school business which has been approved in advance by their principal will be reimbursed at the current business mileage reimbursement rate found on www.irs.gov

If they so choose, teachers who travel predictably may receive a predetermined reimbursement in the form of a stipend. The stipend will account for a reasonable expectation of mileage driven and be calculated using the same rate as found on www.irs.gov. Teachers wishing to receive this stipend will notify the Administration by October 1st of each school year. Stipend amounts will be included in the last paycheck of the school year. If a mileage estimate turns out to be higher or lower than expected, every effort will be made by the teacher and administration to adjust payments accordingly either by modifying the stipend distribution or by having the teacher submit for additional reimbursement beyond the stipend amount.

- C. Teachers shall be notified in writing of their tentative assignments for the coming school year, including the school, grade(s) and/or subjects, and level they shall teach no later than June 1 and for the high school, preferably by June 15, but no later than July 15.
- D. The President of the LEA shall be provided with a copy of the Master Schedule for each school building by September 15 of each school year.
- E. It is expected that teachers shall continue to exercise care in the preparation and recording of marks. If the administration changes a grade(s), then the teacher's name shall be replaced by a notation that clearly indicates the grade was administratively assigned.

ARTICLE VI. VACANCIES AND TRANSFERS

- A. The Committee reserves the right to determine when a vacancy has occurred and to determine whether it shall be filled. Vacancy includes openings in existing positions, new positions and promotions.
- B. Notice of vacancy shall include the duties of the position, and the required qualifications.
- C. A list of all known vacancies which the Committee has determined are to be filled shall be posted via email to bargaining unit members at the same time the position is publicly posted. Such posting shall be for a minimum of 5 days. All qualified teachers shall be given a reasonable opportunity to make application for such positions within the five-day period. An email addressed to the Superintendent expressing interest in the vacancy, will be considered an application for the position. Teachers will be given an additional five days beyond the five-day posting period to provide an updated resumé if they elect to do so.

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- D. Preference shall be given to qualified applicants already serving in the Littleton school system if in the judgment of the superintendent the qualifications, and when possible, the performance of the applicants are essentially equal.
- E. When a reduction of the number of teachers in a school is necessary, volunteers shall be considered for transfer first.
- F. Written notices of transfer shall be given to teachers as soon as possible.
- G. The superintendent shall circulate a request for transfer sheet to all teachers no later than March 15. Requests for transfers must be submitted to the superintendent on or before March 30 of each school year to be considered for the next school year. Completion of a request for transfer is not required in order for a teacher to apply for subsequent vacancies.
- H. Appointments and transfers shall be made without regard to race, creed, color, religion, nationality, gender identity, sexual orientation, age, disability, sex, or marital status.
- I. When the superintendent determines that a transfer is necessary, qualified volunteers from within the bargaining unit will be solicited first. If after consideration of the volunteers, the principal determines that someone else should be transferred, the teacher to-be-transferred will be notified in writing as to the reasons for the transfer. If requested, the teacher notified of the transfer will also be given an opportunity to meet with the principal of each school (current and prospective) and/or the superintendent to discuss the matter before a final decision is made. The teacher may have a representative of the Association present. When the principal/superintendent determines that an involuntary transfer of a particular teacher may occur, the teacher will be notified in writing. First, the teacher will be given an opportunity to meet with the principal of his/her school before the principal's recommendation is forwarded to the superintendent. Secondly, before the superintendent makes a final decision, the affected teacher will have the opportunity to meet with the superintendent to discuss the principal's recommendation of transfer. The teacher may have a representative of the association present. The teacher will be notified of the superintendent's decision in writing within 14 calendar days thereafter.
- J. During the time that school is in session no vacancy shall be filled until 10 (ten) days after posting of said vacancy except in the case of emergency.
- K. Professional personnel covered by this agreement shall give thirty (30) days notice prior to resignation, except in cases of demonstrable emergency.
- L. Vacancies result from the resignation, retirement, dismissal or death of the incumbent employee. If there is no current employee on a leave of absence or otherwise entitled to fill the vacancy at the time the vacancy occurs the vacancy shall be filled in accordance with these terms:
- a. In the event of a vacancy in a position included in the collective bargaining agreement with seventy-five (75) or more school days remaining in the school year, a replacement teacher will be appointed.
 - b. In the event of a vacancy in a position included in the bargaining unit which is for less than seventy-five days, a long-term substitute will be appointed.
 - c. Long term substitutes in vacant positions will be paid pursuant to the collective bargaining agreement from the first day in an assignment.

ARTICLE VII. SUMMER SCHOOL AND FEDERAL PROGRAMS

A list of openings or vacancies in any summer school or federal program(s) which the Committee has determined are to be filled shall be furnished to the LEA as soon as possible after they occur. If in the judgment of the superintendent the qualifications of the applicants are substantially equal, he shall recommend that a teacher employed in the Littleton system be given preference.

ARTICLE VIII. USE OF SCHOOL FACILITIES

- A. The School Committee shall continue its policy concerning the use of school facilities as set forth in policy EBH dated May 17, 1990, and amended, October 9, 2003.
- B. Subject to the procedures described in Section A above, the LEA for association business may use school facilities after school hours. No building fee shall be charged. The LEA agrees to pay required custodial charges and police charges.

ARTICLE IX. LEAVE

- A. Teachers shall be credited with sixteen (16) leave days each school year as of the first official day of school. Leave days may be accumulated up to a maximum of 300 days. Leave days may only be used for illness and to conduct personal business which cannot be scheduled on a non-school day or after school hours. Teachers are not entitled to use leave days while on extended unpaid leave of absence. The superintendent may require a physician's certificate of illness for absences of more than five workdays in a row.
- B. Unused leave days will be included in pay stubs. In the event this practice ceases, by October 1 of each year, the superintendent shall issue a statement of the number of unused leave days a teacher has remaining.
- C. A Sick Leave Bank shall be established. Teachers may deposit one day of the leave to which they are entitled each year. Teachers who have prolonged illness and who have used up the sick leave to which they are entitled may apply to draw on the bank as provided in written regulations adopted by the LEA. The operation of the bank and withdrawals there from shall be carried out by the Executive Board of the LEA, which shall furnish written records of deposits and withdrawals to the superintendent, together with a copy of the regulations and any amendments thereto. Retiring teachers may donate any unused leave days that they do not buy back to the Sick Leave Bank upon their retirement, up to a limit of 10 days.

Teachers are not eligible to participate in the sick leave bank until they have completed one year of service in Littleton. Teachers with fewer than four (4) years of service may not draw more than forty-five (45) sick days from the Sick Leave Bank for prolonged illnesses or injuries. The Sick Leave Bank may not be used for injuries which are compensable under Worker's Compensation except to the extent that days from the Bank may be used to supplement Worker's Compensation and/or other disability insurance benefits provided that the total compensation received does not exceed 100 percent (100%) of the teacher's regular per diem rate.

- D. Qualified (see number 1 of this section) members of this unit may buy back up to a total of 200 unused leave days during the final year of employment at a rate of \$37.50 per unused day, for a total of \$7500, which amount will be added to the compensation for that school year. Qualified members who retire during a school year and meet the eligibility requirements, numbers 1 and 2 below will receive this compensation to be paid at the time of the member's last paycheck. Eligibility for this benefit is limited to:
 - 1. Teachers who have taught for the last twenty (20) years in the Littleton school system, or those with thirty (30) years of total teaching, the last fifteen (15) of which have been in Littleton, and
 - 2. Have notified the superintendent in writing of their intended date of retirement by June 30th of the fiscal year preceding the school year in which they wish to access this benefit. Once made the decision to retire is binding. However, in certain situations, the Superintendent may grant a reversal of the decision to the intended retiree in order to meet the unforeseen needs of that teacher. In addition, the teacher may reverse the decision to retire due to the following catastrophic circumstances:
 - a. Death of spouse or domestic partner
 - b. Divorce
 - c. Illness or injury to spouse/domestic partner or unit member which is debilitating in nature.

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Within thirty (30) days, which must be before April 1, of notification/verification of an above mentioned catastrophic circumstance the qualified unit member will pay back to the Town of Littleton Public Schools any and all compensation received for unused leave buy-back. The unused leave days will then be returned to the member's leave account.

- E. When a unit member has accumulated 300 leave days they may begin to use leave days earned beyond the 300 days during the school year in which they earned them.
- F. An employee under mandatory quarantine for COVID will be afforded up to two paid days for each period of required COVID quarantine, to a maximum of four days per school year prior to using any paid time accrued under Article IX (Leave), Sec. A. The employee may use any paid time under Article IX (Leave), Sec. A during the remainder of the mandatory quarantine for COVID.

For the purposes of this section, "quarantine" is an order or requirement from a board of health, other government agency, or directive from an administrator, that an employee who has contracted, or who has been/may have been exposed to, a disease remain isolated from others so the employee does not spread the disease. It does not include a recommendation or order from a health care provider to isolate or separate the employee so that the employee does not become exposed to the disease

ARTICLE X. TEMPORARY LEAVE

A. PROFESSIONAL LEAVE

The superintendent may grant staff members leaves of absence with pay for the purpose of attending educational conventions, professional meetings, training institutes, and other activities which have a demonstrable relationship to the improvement of professional skills.

1. The day(s) used in this manner shall not be subtracted from the leave days of the individual.
2. The superintendent may direct staff members to take such leaves for the purposes and on the conditions outlined under A. Directed leaves shall be at the expense of the School Department, but members shall submit detailed expense vouchers, such as transportation, meals and lodging when applicable to the superintendent at the conclusion of such leave.
3. Staff members on professional leave shall file a written report with the superintendent upon request.

B. BEREAVEMENT LEAVE

Teachers shall be entitled to an additional four (4) consecutive or non-consecutive leave days for bereavement in any one year for the purpose of hospice visits to, or in the event of the death of the teacher's spouse, child, domestic partner, grandparents, grandchild, son-in-law, daughter-in-law, parents, father-in-law, mother-in-law, step-parent, brother-in-law, sister-in-law, sibling, any member of the immediate household who is a relative by blood or marriage, or any individual who resides with the employee.

C. JURY DUTY SERVICE

In the event that any employee covered by this agreement is required to perform and does perform jury service, the employee shall be compensated his regular salary less the compensation received from performance of jury duty service provided the employee furnished appropriate evidence from the court of such service (copy of juror service certificate).

ARTICLE XI. SABBATICAL LEAVE

- A. The Littleton School Committee upon the recommendation of the superintendent may grant a sabbatical leave for approved study, research, or travel to a teacher who has completed at least six (6) consecutive years of experience in the Littleton Public Schools (service as a full time substitute in the Littleton Public Schools shall be considered as in-service toward six years). All such sabbatical leave shall be governed by the General Laws of the Commonwealth of Massachusetts, Chapter 71, Section 41A, which provides as follows:

"School Committees may grant a leave of absence for study or research to any teacher, principal or supervisor serving at discretion which would increase his professional ability, such leave to be for a period not exceeding one year at full or partial pay; provided that prior to the granting of such leave said teacher, principal or supervisor shall enter into a written agreement with the School Committee that upon termination of such leave he will return to service (such service to include the full prior assignments, i.e., extra-curricular activities, coaching, department coordinator, etc.) in the public schools of such town or city for a period equal to twice the length of such leave and that in default of completing such service, he will refund to the city or town an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered."

- B. Applications for sabbatical leave shall be submitted to the superintendent on forms provided by the central office.
- C. All applicants shall file a statement of intention with the superintendent before November 1 of the year prior to the school year for which the sabbatical leave is requested.
- D. Final application shall be filed by March 15.
- E. The applicant shall be notified on/or before April 15 as to the disposition of his request, with reasons stated for disapproval or approval.
- F. No more than two (2) sabbatical leaves may be granted in any given school year.
- G. The recommendation of the superintendent shall be made on the basis of:
1. The value of the proposed leave to the educational system of Littleton,
 2. Length of service in Littleton,
 3. Recognition of professional performance,
 4. Encouragement of professional growth,
 5. Persons with prior sabbatical leave must serve in Littleton at least six years beyond such leave before another sabbatical leave can be granted.
1. Available Funding.
- H. The period of time associated with the sabbatical leave shall be considered an equivalent period of regular professional service in the Littleton public schools for the purpose of salary determination.
- I. Recipients of sabbatical leave shall retain tenure status and all other prescribed rights or benefits which would otherwise be theirs if they were actively teaching in the Littleton public schools during the period of leave.
- J. Sabbatical leave may be combined with programs of study, research, writing or travel which are financed by outside noncommercial agencies or organizations such as colleges, universities or foundations.

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- K. Sabbatical leave shall not be granted of less than one full semester nor more than one full school year, a full school year being defined as beginning the day classes begin and ending the following year at the beginning of classes.
- L. Recipients shall be entitled to receive as compensation their entire salary for the full year. Persons on sabbatical leave for one-half year shall receive their normal salary for the period of their absence.
- M. Teachers salary shall include longevity, increments, existing merit pay and credit for military service, and proportional payment for a partially completed special assignment. Blue Cross-Blue Shield and retirement shall remain unaffected.
- N. On return from sabbatical leave the successful applicant shall submit a written report to the superintendent summarizing the experience gained and outlining ways in which these experiences can contribute to the Littleton public schools.

ARTICLE XII. SPECIAL LEAVE

- A.
 - 1. Up to two teachers designated by the Association shall, upon request, be granted special leaves of absence of up to one school year without pay or increment for the purpose of engaging in the activities of an officer of the National Education Association or any of its national or state affiliates; and may, upon request, be granted such special leave for activities as an officer of a local affiliate.
 - 2. Any teacher desiring such leave shall apply to the superintendent by February 1 of the year prior to the school year for which leave is sought. No leave under this section shall be granted after the start of the school year. The applicant shall be notified of the disposition of his application on/or before April 15.

B. PARENTAL LEAVE

- 1. A parental leave of absence without pay of up to two (2) calendar years shall be granted to any teacher upon submission of a written request. This leave shall be for the care of a newborn or adopted child, and will commence within the first twelve months following the birth or adoption of the child.
- 2. The request for such a leave shall, under normal circumstances, be made at least sixty (60) calendar days in advance of the anticipated delivery date or at first knowledge that the teacher will receive a child for adoption. The teacher may not begin her/his leave after the date requested for commencement except by mutual consent. A teacher may extend their parental leave beyond the original request, up to the full two (2) calendar years, by submitting written notification at least 30 calendar days prior to the termination of the original leave.
- 3. Teachers shall be eligible to use up to forty (40) days of accrued leave time for the purposes of taking parental leave. This eligibility shall apply even if the teacher commences a leave prior to the expected start of the leave. This eligibility does not prevent a teacher from being eligible to use additional leave time for medical reasons.
- 4. A teacher who is on parental leave shall be entitled to all benefits granted to employees on other types of leave from the Littleton Public Schools except as provided herein and that there shall be no additional accumulation of paid leave from the Littleton Public Schools. Health Insurance premiums applied to teachers on Parental Leave shall be paid in the same manner as all Littleton Town Employees for the first 12 weeks of the leave. Thereafter teachers on parental leave shall be eligible for COBRA. Upon return to work, all previously accumulated unused leave days shall be restored to the teacher.

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5. In determining the placement on the salary schedule of a teacher who returns from a parental leave of absence; credit for a full year of teaching shall be given on the schedule for the school year during which the leave began, if the teacher completed at least ninety-one (91) school days of teaching during said school year; otherwise, the teacher shall return to the step on the salary schedule which she/he held prior to the commencement of such leave.
 6. Upon return, the teacher shall be restored to the position she/he held when the leave began, if available, or to a substantially equivalent position. For teachers intending to return from leave on the first day of school of the following school year, the teacher shall inform the superintendent by June 1 of their intention to return the first workday of the following school year.
 7. In the event of miscarriage, death of the child, or other reason resulting in a teacher desiring to return to work prior to the termination of her/his leave, the teacher and the superintendent may mutually agree to such an early return.
 8. The Littleton Public Schools administration will notify teachers currently filling positions previously occupied by teachers who are on leave, of the intentions of the teacher who is on leave, within seven (7) calendar days of the receipt of said information from the teacher who is on leave.
- C. Military leave shall be granted as provided in Chapter 33, Section 59, of the General Laws of the Commonwealth of Massachusetts.
- D. After five (5) years continuous service in the Littleton school system, a teacher may, upon recommendation of the superintendent, be granted a leave of absence for health reasons. Requests for such leave shall be supported by appropriate medical evidence. The teacher shall not be employed in any other full time position.
- E. Other leaves of absence without pay may be granted by the Committee, upon recommendation of the superintendent.
- F. Except as otherwise provided all benefits to which a teacher was entitled at the time his/her absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return and every effort shall be made to assign him/her to the same position which he/she held at the time such leave commenced, if available, or if not, to a substantially equivalent position, if available.

ARTICLE XIII. PROTECTION

- A. Teachers shall immediately report all cases of assault suffered by them in connection with their employment to the superintendent in writing. This report shall be forwarded to the Committee which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved. The Committee shall reimburse teachers for any of their clothing or other personal property damaged or destroyed in the course of his/her employment due to assault and battery which they did not provoke.
- B. Unit members who are being bullied or harassed will have recourse to an administrator of their choosing. Said administrator may decline to lead the investigation and need not provide any reason for declining. One administrator in the district who is not involved in the allegation of bullying must lead the investigation and take appropriate action to prevent the bullying or harassment from recurring, in accordance with all state and federal legislation.
- C. The district will ensure that security video footage is maintained for at least 14 days following the date the footage is recorded. A request by a teacher that footage be retained for a longer period shall be granted, subject to the following: (1) the request is submitted to administration within the initial fourteen-day period,

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- (2) the request is for a specified amount of time, not to exceed 90 days from the date the footage was recorded and
- (3) the teacher identifies the relevance of the footage to an incident or situation that is subject to investigation or that otherwise suggests the need for documentation.

ARTICLE XIV. INSURANCE AND ANNUITY PLAN

Teachers shall be eligible to participate in a tax-sheltered annuity plan, 403b or 457 established pursuant to United States Public Law and a Flexible Benefits (Section 125) Plan if offered by the town.

ARTICLE XV. CONDITIONS RELATING TO SALARY

- A. Annual salaries provided in this agreement shall be paid in biweekly payments. Teachers shall indicate a salary election of their choice by June 15th of the previous year for their wages to be paid over a 10 month period (September – June) or a 12 month period (September – August). This choice, once made, cannot be changed until the next school year. New employees will make a salary election upon hire. If no election is made the default is 12 months. This election will remain in force indefinitely until the teacher changes the election. At retirement or termination of employment, all wages due will be paid out regardless of the salary election chosen.
- B. Compensation for the coaching positions set forth in Appendix C shall be paid at the conclusion of the entire sports schedule for the regular season in which the coaching occurs. Moreover, the stipends for the positions which listed in Appendix B shall be paid at the completion of the activity supervised, as in the past.
- C. In the event that pay for all teachers is altered due to a fluctuation in taxes or insurance deductions an explanatory email shall be provided to the association.
- D.
 1. The Committee hereby accepts the provision of Section 17C of Chapter 180 of the General Laws of Massachusetts, and in accordance therewith, shall certify to the Treasurer of Littleton all payroll deductions for the payment of dues duly authorized by each individual covered by this contract.

All money deducted shall be transmitted promptly to the LEA Treasurer by check.
 2. Deductions shall be made in equal amounts from the number of paychecks determined by the pay option chosen by the teacher LEA-MTA-NEA dues however shall be deducted during a period from the first paycheck in September to the last paycheck in June when possible.
 3. It shall be the responsibility of the Littleton Educators' Association to provide to the Committee a document authorizing the above deductions and signed by the teachers who wish to take part in this program.

ARTICLE XVI. TEACHER FACILITIES

- A. The School Committee shall continue its policy of providing adequate teacher facilities and equipment and expects to continue to receive and consider suggestions for changes and improvements from the teachers through existing channels, which may be implemented subject to budgetary allowances.
- B. All facilities shall be kept in working order. Whenever possible, repairs shall be made within a week of notification.

ARTICLE XVII. GENERAL

- A. There shall be no reprisals of any kind taken against any teacher by reason of his membership in the Association or lawful participation in its activities.
- B. Negotiations, grievances, and arbitrations shall take place after school hours. No grievance or arbitrations shall take place during school hours except by mutual consent. If a grievance or arbitration takes place at an earlier hour, the expenses for any required substitute teachers shall be shared equally by the parties.
- C. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- D. The Committee and the Association shall, upon request, and within a reasonable time, provide each other with any available documents in their possession or control which shall be of assistance in developing intelligent, accurate, informed and constructive education programs, on behalf of the teachers and their students, excluding privileged and confidential documents.
- E. Teachers recognize public concern and interest in the school system and are expected to continue to welcome visitors on a prearranged schedule. No person shall enter a teacher's classroom without notice to the teacher and permission from the principal. If visitation by a particular person becomes unreasonable, the principal shall deny permission for such visitation.
- F. Time permitting, the principal of each school shall endeavor to provide each teacher in his school an agenda of the upcoming faculty meeting at least twenty-four (24) hours in advance of said meeting.
- G. A committee or committees selected from the teaching staff by the Superintendent or School Committee shall participate in interviewing all prospective applicants for principalships and superintendencies respectively in the Littleton Public Schools and shall be expected to make recommendations to the Superintendent or School Committee dependent upon the direct reporting authority of the position being filled.
- H. The Association agrees that during the term of this agreement it shall not encourage, induce, or engage in any strike, work stoppage, slow down, or withholding of services. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct members to return to their normal activities.
- I. In the event of a reduction in the number of teachers with PTS status, seniority, defined as length of service in the Littleton Public School system as a PTS teacher, will determine who among PTS teachers remains employed by the system, provided that the qualifications and performance relevant to the remaining position(s) are substantially equal. For the purpose of reductions in force, a teacher's position on the salary schedule cannot be used as a criterion for what is in the best interest of students. This provision creates only rights to employment, not rights to any particular position. A lay-off shall be effective on the last day of the work year in which the teacher is notified of the lay-off.
 - 1. Teachers shall be recalled subject to the conditions of this section in the reverse order of the lay-off. Teachers recall right shall terminate on the third August 31st after the effective date of the lay-off.
 - 2. During the recall period, the teacher shall have the opportunity to continue group medical and life insurance coverage to the extent permitted by the prospective policies, on the condition that the teacher pay 100 percent of the premiums. Upon recall, any accumulated leave benefits and seniority which the teacher had accrued at the effective date of the lay-off shall be restored. During the recall period, the superintendent shall notify the teacher, by certified mail, of all subsequent vacancies in the system. The purpose of this notification is to keep

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the teacher in lay-off apprised of all openings and does not constitute a job offer. If the teacher believes that he/she is qualified or qualifiable for any vacancy in the notification, then he/she should contact the superintendent to make known the belief within five business days following the receipt of the notification.

3. During the recall period, if a subsequent vacancy occurs in a department which the teacher in lay-off served, as a member of the bargaining unit, the laid off teacher shall be offered the position before other applicants are considered.
 4. During the recall period, if a vacancy occurs in a department which the laid off teacher is qualified or qualifiable to fill, then the laid off teacher shall be offered the position before other applicants shall be considered. For the purpose of this paragraph qualifiable shall mean capable of undergoing a training program approved by and determined with the superintendent. The superintendent's determination of whether the laid off teacher is qualified or qualifiable to fill the vacancy pursuant to this paragraph, shall be final and binding unless found to be arbitrary, irrational, or unreasonable.
 5. It shall be the responsibility of the laid off teacher to keep the superintendent's office informed of the teacher's current mailing address.
 6. The superintendent shall send by certified mail, return receipt requested, notice of any vacancy to which the laid off teacher has recall rights. If the teacher refuses the recall or fails to respond within fifteen calendar days of the first attempt to deliver the notice, all recall rights shall terminate for the vacancy.
 7. For the purpose of recall, separate departments shall exist at the elementary level and at the middle and high school levels. With the middle and high school levels, departments shall be defined as: Mathematics, Social Studies, Science, Physical Education, Art, Music, Guidance, Technology Education, Business/Computer Education, World Languages, English, Reading, Special Education, and Library. If a new department(s) is created during the term of this agreement, the name of the new department(s) shall be included in this section.
 8. Teachers eligible for recall pursuant to this section shall include PTS teachers and teachers who have completed their third year of consecutive service without being non-renewed for performance or related reasons pursuant to Article XVIII, Section G.
- J. Teachers who supervise mentor teachers-in-training in the Littleton Public Schools will be given the first opportunity to use any course vouchers from the college or university of the teacher-in-training.
- K. In the event of any changes in the job description of a position included in the bargaining unit represented by the Association, the president and affected member(s) will be notified in writing.
- L. To facilitate more direct communication between the LEA and the School Committee, representatives of the LEA Executive Board will meet with two (2) School Committee members at least twice per year. Fewer meetings may be permitted by mutual consent.

Agenda topics, additional meeting attendees and meeting dates and times will be mutually agreed upon by both groups prior to meeting. Minutes will be recorded and signed by both groups within 30 days of a meeting.

Typical, although not exclusive, topics of discussion may include educational trends, curriculum initiatives and general discussions on budgeting and staffing levels.

These consultations will not and cannot be construed as collective bargaining discussions nor will they be construed as broadening the scope of other Sections of this Agreement or as a whole, nor will these provisions make any matter a grievance that would not be a grievance in the absence of these provisions. Furthermore, these consultations cannot be used by either Party to supersede expected processes for reporting to the District Administration.

ARTICLE XVIII. EVALUATION

A. TEACHER EVALUATION: Refer to APPENDIX F

B. EMPLOYEE DISCIPLINE AND JUST CAUSE

1. The evaluation procedures do not preclude an administrator from using employee discipline to deal with a situation in which the superintendent determines that a unit member's actions are unacceptable. Progressive discipline will be followed (i.e. oral reprimand, written reprimand, suspension without pay, dismissal), unless the superintendent determines that the seriousness of the unit member's actions warrants initiating discipline beyond an oral reprimand.
2. No unit member will be reprimanded, suspended, terminated or otherwise disciplined without just cause. Suspensions pursuant to Massachusetts General Laws, Chapter 268A, Section 25 shall not be subject to the grievance and arbitration procedure. The failure to renew the contract of a teacher without professional status or failure to renew appointment of stipendiary position is not subject to grievance or arbitration except as provided in Section 5.3.
3. Any serious and/or recurring complaints regarding the performance of a unit member made to any member of the administration by any parent, student, or other persons shall be promptly called to the attention of the unit member

C. CRITERIA FOR JUST CAUSE (Refer to Appendix E)

The criteria for determining whether there was just cause for employee discipline is as follows:

1. Did the Committee or its designee give the unit member forewarning or foreknowledge of the possible or probable disciplinary consequences of the unit member's conduct?
2. Was the Committee or its designee's rule or managerial order reasonable related to (a) the orderly, efficient, and safe operation of the schools and (b) the performance that the Committee might properly expect of the unit member?
3. Did the Committee or its designee(s), before administering discipline to a unit member, make an effort to discover whether the unit member did in fact violate or disobey a rule or order?
4. Was the Committee's or its designee's investigation conducted fairly and objectively?
5. At the investigation did the Committee's representatives obtain substantial evidence or proof that the unit member was guilty as charged?
6. Has the Committee or its designee applied its rules, orders and penalties evenhandedly and without discrimination to all unit members?
7. Was the degree of discipline administered by the administration in a particular case reasonably related to (a) the seriousness of the unit member's proven offense and (b) the record of the unit member in his service with the school system?

A more detailed explanation of these criteria are attached as Appendix E.

(It is understood that some conduct, e.g. striking a student, does not require forewarning or a detailing of the possible or probable consequences in advance of imposing discipline.)

D. ASSOCIATION REPRESENTATIVE

1. If a unit member is to be reprimanded verbally, said unit member shall be entitled to the presence of a representative of the Association before the reprimand continues beyond the point at which the unit member requests such presence.
2. If a unit member elects to have an Association representative present, the party making the reprimand may also have another person present.

E. Any grievance related to this Article which is not initiated as specified in Article XX, Part A, of this agreement, within 30 calendar days of the occurrence of the grievance or within 30 calendar days of the time at which it could reasonably be expected that the unit member should have known of said occurrence, whichever date is later, shall be considered waived.

F. PERSONNEL FILES

1. A unit member shall have the right, upon request, to review the contents of his personnel file. A representative of the Association may accompany the unit member during the review. A unit member shall be entitled to one copy of the material therein.
2. A copy of any written material addressed to or concerning a unit member which relates to his/her conduct, service, character, performance or personality and which is placed in his/her personnel file shall be delivered or mailed to the unit member and bear the notation "Copy to Personnel File" or words of like import.
3. It is understood that some conduct, e.g. striking a student, does not require forewarning or a detailing of the possible or probable consequences in advance of imposing discipline.
4. Unit members may submit a written reply to the superintendent who shall attach said reply to the personnel file copy. If a unit member elects to grieve the placement of said material in this personnel file, the material shall be removed pending a resolution of the grievance.

ARTICLE XIX. SALARY

The salaries effective under this Agreement are set forth in Appendices A, B, and C attached hereto and made a part hereof.

ARTICLE XX. GRIEVANCE PROCEDURE

A grievance shall mean a dispute concerning the meaning, application or interpretation of this agreement.

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and effect the conditions of employment of teachers covered by this contract.

The Committee and the Association agree that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved. A representative of the Association will formally notify administration when a grievance is being initiated or when a meeting between a teacher or an Association representative and an administrator is to be considered one of the formal steps in the grievance procedure. Advanced notice of the intent to lodge a grievance must be given prior to a meeting or the meeting will not be considered part of the formal grievance process.

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- A. The aggrieved teacher shall discuss the matter with his immediate supervisor who shall render a decision within five (5) calendar days.
1. The teacher(s) shall have the option of LEA representation at this level.
 2. If a teacher(s) is not represented by the LEA, the LEA shall have the right to be present and to state its views at all levels of the grievance procedure.
 3. A grievance must be filed within thirty (30) school days of when it could reasonably be expected the teacher(s) was aware of the problem.
- B. If the decision is not acceptable, or rendered within the required time, the aggrieved teacher shall discuss the grievance with the PR&R. The PR&R will decide if it believes there has been a violation of this agreement. The PR&R or the aggrieved teacher shall prepare an appeal in writing. If the PR&R determines that the grievance affects teachers similarly situated to the aggrieved teacher, it shall so state in the appeal, identify the teacher(s) by name and position, and forward a copy of the appeal to said teachers. The teachers so notified shall have the right to join in the grievance as parties by submitting a statement of their intention to do so to the PR&R within three (3) school days of receipt of such notice. Any or all aggrieved teachers may, at this level, designate the PR&R as their official representative.
- The PR&R may not pursue a grievance without said designation. If the PR&R determines the complaint is frivolous, they shall so advise the teacher; however, this shall in no way prevent an individual teacher from pursuing a grievance if he/she desires.
- C. After the said three (3) school days, the PR&R and/or aggrieved teacher(s) shall forthwith furnish a copy of the appeal to the immediate supervisor and the superintendent. Said appeal shall include a short description of the events involved and the provisions of this Agreement that are alleged to have been violated.
- D. Within five (5) school days of the receipt of the appeal, the superintendent shall review the appeal, discuss the matter with the teacher, the PR&R and the supervisor and render a written decision to all parties within three (3) school days of said discussion.
- E. If the superintendent's decision is unacceptable to the teacher, within fourteen (14) calendar days, exclusive of school vacations, during the school year of such a decision the superintendent and the School Committee shall be notified in writing as to its unacceptability, and the intention to appeal.
- F. With respect to grievances which relate to suspension and dismissal subject to Chapter 71 sections 41, 42, or 42 D of the Massachusetts General laws the grievant and the Association may elect to proceed under this agreement or the procedure set forth in the statute but not both.
- G. The School committee shall hear the case at the next scheduled committee meeting and all parties may attend. A decision shall be rendered in writing and shall be forwarded to all parties within eight (8) calendar days of such hearing.
- H. Any time interval specified herein may be extended by mutual agreement.

ARTICLE XXI. ARBITRATION

A grievance or dispute concerning the meaning, interpretation or application of this agreement which is unresolved after the procedures provided for in the grievance procedure may be submitted to final and binding arbitration as follows:

- A. Within five (5) school days following receipt of the decision of the School Committee, the teachers aggrieved by the decision shall notify the superintendent in writing that the matter is to be arbitrated.

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- B. With respect to grievances which relate to suspension and dismissal subject to Chapter 71 sections 41, 42, or 42 D of the Massachusetts General Laws, the grievant and the Association may elect to proceed under this agreement or the procedure set forth in the statute but not both.
- C. The Committee and the PR&R shall thereupon submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association.
- D. Subject to approval of the LEA, the School Committee and the Association shall share equally the expenses of the A.A.A. If the LEA fails to grant such approval, such expenses shall be borne by the aggrieved teacher. The provisions of Article XVII, Part B, of this agreement shall apply to any additional expenses related to arbitrations.
- E. The arbitrator shall have no power to add to, subtract from, modify, to expand any term or condition of this agreement.
- F. The award of the arbitrator shall be final and binding, and judgment thereon may be entered by any court of competent jurisdiction.
- G. In addition to any other remedies which the School Committee may have for a failure to observe the terms and conditions of this agreement it may, after thirty (30) days written notice to the LEA of an alleged violation which has not, within such thirty (30) days been resolved to the satisfaction of the School Committee, thereupon submit the dispute to arbitration in the manner provided below.
- H. Except as specifically hereinbefore provided in Article XVIII, Part K, no written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Littleton for any teacher involved in presenting such a grievance.

ARTICLE XXII. COMPLETENESS OF AGREEMENT

This contract incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiations. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE XXIII. DURATION

This agreement shall be effective upon the date of execution for the period ending August 31, 2023, provided that all amendments set forth in the Memorandum of Agreement ratified by the parties in May 2023 shall take effect as of the first work day of the 2023- 2024 school year, unless otherwise noted. This Agreement shall continue from year to year thereafter unless either party shall give written notice to the other on/or before September 15, 2025, or September 15 of any subsequent year that it desires to renegotiate the agreement in which event negotiations shall commence no later than the first Tuesday of October of the next year.

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APPENDIX A

FY 2024								
Salary Schedule for 2023 - 2024								
	% Incr	2.00%						
	BA	MA	MA+15	MA+30	MA+45	MA+60	PHD	
Step								
1	47,582	53,765	54,842	55,917	56,992	58,857	60,195	
2	50,468	56,597	57,817	59,055	60,314	62,294	63,793	
3	53,354	59,429	60,793	62,193	63,634	65,731	67,394	
4	56,241	62,261	63,769	65,331	66,951	69,171	70,995	
5	59,126	65,093	66,743	68,469	70,273	72,609	74,595	
6	62,012	67,924	69,719	71,608	73,591	76,044	78,195	
7	64,897	70,756	72,693	74,748	76,912	79,484	81,797	
8	67,784	73,589	75,669	77,885	80,229	82,923	85,397	
9	70,671	76,422	78,645	81,022	83,550	86,360	88,998	
10	73,556	79,296	81,620	84,160	86,870	89,797	92,598	
11	78,735	82,256	84,597	87,298	90,190	93,237	96,199	
12	0	84,985	87,571	90,436	93,510	96,673	99,798	
13	0	90,386	93,264	96,374	99,728	103,113	106,495	
Max Step	11	13	13	13	13	13	13	
	Fy 2018 Longevity 2% inc	Fy 2019 Longevity 2% inc	Fy 2020 Longevity 2% inc	Fy 2021 Longevity 2% inc	Fy 2022 Longevity 2% inc	Fy 2023 Longevity 3% inc	Fy 2024 Longevity 2% inc	
15 Years	\$728	\$743	\$832	\$849	\$866	892	909	
20 Years	\$832	\$849	\$936	\$955	\$974	1,003	1,023	
25 Years			\$1,051	\$1,072	\$1,093	1,126	1,149	
30 Years	\$936	\$955	\$1,176	\$1,200	\$1,224	1,260	1,285	
35 Years	\$1,040	\$1,061	\$1,316	\$1,342	\$1,369	1,410	1,438	

Littleton Public Schools

FY 2025								
Salary Schedule for 2024 - 2025								
	% Incr	3.25%						
	BA	MA	MA+15	MA+30	MA+45	MA+60	PHD	
Step								
1	49,129	55,512	56,625	57,734	58,845	60,770	62,151	
2	52,108	58,436	59,696	60,974	62,274	64,318	65,867	
3	55,088	61,360	62,769	64,214	65,702	67,868	69,584	
4	58,069	64,284	65,842	67,455	69,127	71,419	73,303	
5	61,048	67,208	68,913	70,695	72,557	74,969	77,019	
6	64,027	70,131	71,985	73,935	75,983	78,516	80,737	
7	67,006	73,056	75,055	77,177	79,412	82,067	84,455	
8	69,987	75,981	78,129	80,416	82,837	85,618	88,173	
9	72,968	78,906	81,200	83,655	86,265	89,167	91,890	
10	75,947	81,873	84,272	86,895	89,693	92,715	95,608	
11	81,294	84,929	87,347	90,135	93,122	96,267	99,325	
12	0	87,747	90,417	93,375	96,549	99,815	103,042	
13	0	93,324	96,295	99,506	102,969	106,465	109,956	
Max Step	11	13	13	13	13	13	13	
	Fy 2019 Longevity 2% inc	Fy 2020 Longevity 2% inc	Fy 2021 Longevity 2% inc	Fy 2022 Longevity 2% inc	Fy 2023 Longevity 3% inc	Fy 2024 Longevity 2% inc	Fy 2025 Longevity 3.25%	
15 Years	\$743	\$832	\$849	\$866	892	909	939	
20 Years	\$849	\$936	\$955	\$974	1,003	1,023	1,056	
25 Years		\$1,051	\$1,072	\$1,093	1,126	1,149	1,186	
30 Years	\$955	\$1,176	\$1,200	\$1,224	1,260	1,285	1,327	
35 Years	\$1,061	\$1,316	\$1,342	\$1,369	1,410	1,438	1,485	

Littleton Public Schools

FY 2026								
Salary Schedule for 2025 - 2026								
	% Incr	3.25%						
	BA	MA	MA+15	MA+30	MA+45	MA+60	PHD	
Step								
1	50,726	57,316	58,465	59,611	60,757	62,745	64,171	
2	53,802	60,335	61,636	62,956	64,298	66,409	68,007	
3	56,878	63,354	64,809	66,301	67,837	70,073	71,846	
4	59,957	66,374	67,982	69,647	71,374	73,740	75,685	
5	63,032	69,393	71,152	72,992	74,915	77,405	79,522	
6	66,108	72,411	74,324	76,338	78,453	81,067	83,361	
7	69,184	75,430	77,495	79,685	81,993	84,734	87,200	
8	72,262	78,450	80,668	83,030	85,529	88,400	91,038	
9	75,339	81,471	83,839	86,374	89,069	92,065	94,877	
10	78,415	84,534	87,011	89,719	92,608	95,729	98,715	
11	83,936	87,689	90,185	93,065	96,148	99,396	102,553	
12	0	90,599	93,356	96,410	99,687	103,059	106,391	
13	0	96,357	99,425	102,740	106,316	109,925	113,530	
Max Step	11	13	13	13	13	13	13	
	Fy 2020 Longevity 2% inc	Fy 2021 Longevity 2% inc	Fy 2022 Longevity 2% inc	Fy 2023 Longevity 3% inc	Fy 2024 Longevity 2% inc	Fy 2025 Longevity 3.25%	Fy 2026 Longevity 3.25% inc	
15 Years	\$832	\$849	\$866	892	909	939	969	
20 Years	\$936	\$955	\$974	1,003	1,023	1,056	1,091	
25 Years	\$1,051	\$1,072	\$1,093	1,126	1,149	1,186	1,225	
30 Years	\$1,176	\$1,200	\$1,224	1,260	1,285	1,327	1,370	
35 Years	\$1,316	\$1,342	\$1,369	1,410	1,438	1,485	1,533	

Littleton Public Schools

FY24 NURSES			
Salary Schedule 2023-2024		% increase	2.00%
Step	BA	MA	
1	47,582	53,765	
2	50,468	56,598	
3	53,354	59,429	
4	56,241	62,260	
5	59,126	65,093	
6	62,012	67,924	
7	64,898	70,757	
8	67,784	73,589	
9	70,670	76,422	
10	73,555	79,296	
11	78,735	82,255	
12	0	84,984	
13	0	90,385	
FY25 NURSES			
Salary Schedule 2024-2025		3.25%	
Step	BA	MA	
1	49,129	55,512	
2	52,108	58,437	
3	55,088	61,360	
4	58,069	64,283	
5	61,048	67,208	
6	64,027	70,131	
7	67,008	73,057	
8	69,987	75,981	
9	72,966	78,906	
10	75,946	81,873	
11	81,294	84,928	
12	0	87,746	
13	0	93,322	

Littleton Public Schools

FY26 NURSES			
Salary Schedule 2025-2026			3.25%
Step	BA	MA	
1		50,726	57,316
2		53,802	60,336
3		56,878	63,354
4		59,957	66,372
5		63,032	69,393
6		66,108	72,411
7		69,185	75,431
8		72,262	78,450
9		75,338	81,471
10		78,414	84,534
11		83,936	87,688
12		0	90,598
13		0	96,355

Longevity determination is addressed in Article III, Section D

Littleton Public Schools

APPENDIX B

revised and updated agreement between Littleton School Committee and Littleton Teachers Education Association 9/1/2023 through 8/31/2026

Position	Step	Fy 2023-2024	Fy 2024-2025	Fy 2025-2026
		2.00%	2.00%	2.00%
HS Yearbook	1	3,099	3,161	3,224
HS Yearbook	2	3,298	3,364	3,431
HS Yearbook	3	3,480	3,550	3,621
HS Yearbook Business	1	3,099	3,161	3,224
HS Yearbook Business	2	3,298	3,364	3,431
HS Yearbook Business	3	3,480	3,550	3,621
HS Student Council	1	2,104	2,146	2,189
HS Student Council	2	2,286	2,331	2,378
HS Student Council	3	2,502	2,552	2,603
HS National Honor Society		2,502	2,552	2,603
HS Senior Class Advisor		2,502	2,552	2,603
HS Junior Class Advisor		2,502	2,552	2,603
HS Sophomore Class Advisor		1,307	1,333	1,360
HS Freshmen Class Advisor		1,307	1,333	1,360
HS Band Director	1	3,946	4,025	4,105
HS Band Director	2	4,322	4,408	4,497
HS Band Director	3	4,691	4,785	4,881
HS Newspaper	1	1,962	2,001	2,041
HS Newspaper	2	2,127	2,170	2,213
HS Newspaper	3	2,468	2,517	2,568
HS Literary Magazine	1	1,023	1,044	1,064
HS Literary Magazine	2	1,137	1,160	1,183
HS Literary Magazine	3	1,222	1,246	1,271
HS Peer Leadership		2,468	2,517	2,568
HS Drama Production	1	2,559	2,610	2,662
HS Drama Production	2	2,752	2,807	2,863
HS Drama Production	3	2,957	3,016	3,076
HS Musical Director	1	2,758	2,813	2,869
HS Musical Director	2	2,946	3,005	3,065

Littleton Public Schools

<i>HS Musical Director</i>	3	3,139	3,202	3,266
<i>HS Musical Conductor</i>	1	2,758	2,813	2,869
<i>HS Musical Conductor</i>	2	2,946	3,005	3,065
<i>HS Musical Conductor</i>	3	3,139	3,202	3,266
<i>HS Jazz Band</i>	1	2,559	2,610	2,662
<i>HS Jazz Band</i>	2	2,752	2,807	2,863
<i>HS Jazz Band</i>	3	2,957	3,016	3,076
<i>HS Science Olympiad</i>	1	2,559	2,610	2,662
<i>HS Science Olympiad</i>	2	2,752	2,807	2,863
<i>HS Science Olympiad</i>	3	2,957	3,016	3,076
<i>HS Math League</i>	1	2,559	2,610	2,662
<i>HS Math League</i>	2	2,752	2,807	2,863
<i>HS Math League</i>	3	2,957	3,016	3,076
<i>HS Academic Decathlon</i>	1	2,559	2,610	2,662
<i>HS Academic Decathlon</i>	2	2,752	2,807	2,863
<i>HS Academic Decathlon</i>	3	2,957	3,016	3,076
<i>HS DECA</i>	1	2,559	2,610	2,662
<i>HS DECA</i>	2	2,752	2,807	2,863
<i>HS DECA</i>	3	2,957	3,016	3,076
<i>HS Art Club</i>		739	754	769
<i>HS Chess Club</i>		739	754	769
<i>HS Engineering Club</i>		739	754	769
<i>HS Fitness Club Advisor</i>		739	754	769
<i>HS Health Club</i>		739	754	769
<i>HS Humanitarian Club Advisor</i>		739	754	769
<i>HS International Club Advisor</i>		739	754	769
<i>HS Latin Club</i>		739	754	769
<i>HS Model UN Club</i>		739	754	769
<i>HS Outdoor Club Advisor</i>		739	754	769
<i>HS Chemistry Club</i>		739	754	769
<i>MS Yearbook</i>	1	3,099	3,161	3,224
<i>MS Yearbook</i>	2	3,298	3,364	3,431
<i>MS Yearbook</i>	3	3,480	3,550	3,621
<i>MS Student Council</i>	1	2,104	2,146	2,189
<i>MS Student Council</i>	2	2,286	2,331	2,378

Littleton Public Schools

<i>MS Student Council</i>	3	2,502	2,552	2,603
<i>MS Drama Production</i>	1	2,559	2,610	2,662
<i>MS Drama Production</i>	2	2,752	2,807	2,863
<i>MS Drama Production</i>	3	2,957	3,016	3,076
<i>MS Musical Director</i>	1	2,758	2,813	2,869
<i>MS Musical Director</i>	2	2,946	3,005	3,065
<i>MS Musical Director</i>	3	3,139	3,202	3,266
<i>MS Musical Conductor</i>	1	2,758	2,813	2,869
<i>MS Musical Conductor</i>	2	2,946	3,005	3,065
<i>MS Musical Conductor</i>	3	3,139	3,202	3,266
<i>MS Science Fair</i>	1	2,559	2,610	2,662
<i>MS Science Fair</i>	2	2,752	2,807	2,863
<i>MS Science Fair</i>	3	2,957	3,016	3,076
<i>MS Newspaper</i>	1	1,962	2,001	2,041
<i>MS Newspaper</i>	2	2,127	2,170	2,213
<i>MS Newspaper</i>	3	2,468	2,517	2,568
<i>MS 2nd Step Student Council Co-Advisor</i>		1,450	1,479	1,509
<i>MS 2nd Step Student Council Co-Advisor</i>		1,450	1,479	1,509
<i>MS Washington DC Trip Coordinator</i>		1,706	1,740	1,775
<i>MS Washington DC Trip Chaperone</i>		568	580	591
<i>MS Natures Classroom Coordinator</i>		1,706	1,740	1,775
<i>MS Natures Classroom Chaperone</i>		568	580	591
<i>MS Art Club Advisor</i>		739	754	769
<i>MS Cooking Club Advisor</i>		739	754	769
<i>MS Engineering Club Advisor</i>		739	754	769
<i>MS Geeks & Games Club Advisor</i>		739	754	769
<i>MS Health Club Advisor</i>		739	754	769
<i>MS Intramural Sports Club Advisor</i>		739	754	769
<i>MS Latin Club Advisor</i>		739	754	769
<i>MS Paper Made Club Advisor</i>		739	754	769
<i>MS National Junior Honor Society</i>		1,500	1,530	1,561
<i>RS Student Council</i>	1	2,104	2,146	2,189
<i>RS Student Council</i>	2	2,286	2,331	2,378

Littleton Public Schools

<i>RS Student Council</i>	3	2,502	2,552	2,603
<i>RS Newspaper</i>	1	1,962	2,001	2,041
<i>RS Newspaper</i>	2	2,127	2,170	2,213
<i>RS Newspaper</i>	3	2,468	2,517	2,568
<i>RS Drama Production</i>	1	1,962	2,001	2,041
<i>RS Drama Production</i>	2	2,127	2,170	2,213
<i>RS Drama Production</i>	3	2,468	2,517	2,568
<i>RS All School Meeting Advisor</i>		900	918	936
<i>RS Fitness Club Advisor</i>		739	754	769
<i>RS Math League Club Advisor</i>		739	754	769
<i>RS Tiger News Club Advisor</i>		739	754	769
<i>RS Video Game Design Advisor</i>		739	754	769
<i>RS Video Game Design Section 2 Advisor</i>		739	754	769
<i>RS United Classroom Club Advisor</i>		739	754	769
<i>RS Teach the World Club Advisor</i>		739	754	769
<i>RS Cooking Club Advisor</i>		739	754	769
<i>RS We Play Club Advisor</i>		739	754	769
<i>RS Craft Club A Advisor</i>		739	754	769
<i>RS Craft Club B Advisor</i>		739	754	769
<i>RS Puzzles & Games Club Advisor</i>		739	754	769
<i>RS Sign Language Club Advisor</i>		739	754	769
<i>RS Origami Club Advisor</i>		739	754	769
<i>RS Tournament Math Club Advisor</i>		739	754	769
<i>RS Yearbook Advisor</i>		1,500	1,530	1,561
<i>SL All School Meeting Advisor</i>		900	918	936
Position	Step	Fy 2023-2024	Fy 2024-2025	Fy 2025-2026
<i>SW (6-12 or 9-12) Department Head</i>	1	4,003	4,083	4,164
<i>SW (6-12 or 9-12) Department Head</i>	2	4,777	4,872	4,970
<i>SW (6-12 or 9-12) Department Head</i>	3	5,544	5,655	5,768

Littleton Public Schools

<i>SW Curriculum Advisor</i>	1	4,003	4,083	4,164
<i>SW Curriculum Advisor</i>	2	4,777	4,872	4,970
<i>SW Curriculum Advisor</i>	3	5,544	5,655	5,768
<i>SW Curriculum Advisor (PK-5)</i>	1	2,184	2,228	2,272
<i>SW Curriculum Advisor (PK-5)</i>	2	2,911	2,969	3,028
<i>SW Curriculum Advisor (PK-5)</i>	3	3,639	3,712	3,786
<i>SW Curriculum Advisor (PK-12)</i>	1	2,184	2,228	2,272
<i>SW Curriculum Advisor (PK-12)</i>	2	2,911	2,969	3,028
<i>SW Curriculum Advisor (PK-12)</i>	3	3,639	3,712	3,786
<i>SW Mentor Teacher</i>		876	893	911
<i>SW Curriculum Coordinators -Fine Arts</i>		3,940	4,019	4,100
<i>SW Curriculum Coordinators -World Lang</i>		3,940	4,019	4,100
<i>SW Curriculum Coordinators -Math</i>		3,940	4,019	4,100
<i>SW Curriculum Coordinators -P/E Health</i>		3,940	4,019	4,100
<i>SW Curriculum Coordinators -Guidance</i>		3,940	4,019	4,100
<i>SW Curriculum Coordinators -Science</i>		3,940	4,019	4,100
<i>SW Curriculum Coordinators -ELA</i>		3,940	4,019	4,100
<i>SW Curriculum Coordinators -Social Studies</i>		3,940	4,019	4,100
<i>SW Curriculum Coordinators -Special Education</i>		3,940	4,019	4,100
<i>SW After School Tutoring PK-5</i>	HOURLY	32.79	33.45	34.11
<i>SW After School Tutoring 6-12</i>	HOURLY	41.54	42.37	43.22
<i>SW Curriculum Work</i>	HOURLY	48.09	49.05	50.03
<i>SW Preparation for Full-Day PD Presentation (per teacher, per PD topic)</i>		102	104	106
<i>SW Mentor Program Coordinator</i>		1,774	1,810	1,846
<i>SW District Coordinator Head Nurse</i>	1	2,163	2,206	2,250
<i>SW District Coordinator Head Nurse</i>	2	2,883	2,940	2,999
<i>SW District Coordinator Head Nurse</i>	3	3,603	3,675	3,749
<i>HS Leadership Team</i>		1,351	1,378	1,405
<i>HS Leadership Team</i>		1,351	1,378	1,405
<i>HS Leadership Team</i>		1,351	1,378	1,405

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<i>HS Leadership Team</i>		1,351	1,378	1,405
<i>HS Leadership Team</i>		1,351	1,378	1,405
<i>HS Leadership Team</i>		1,351	1,378	1,405
<i>HS Technology Teacher Leader</i>		1,537	1,568	1,599
<i>HS VHS Coordinator</i>		1,774	1,810	1,846
<i>HS AP Coordinator</i>		2,200	2,244	2,289
<i>HS Financial Literacy Fair OR Career Fair Coordinator</i>		2,200	2,244	2,289
<i>HS Seal of Biliteracy Coordinator</i>		739	754	769
<i>HS Saturday School</i>	HOURLY	40.43	41.24	42.06
<i>MS Leadership Team</i>		1,351	1,378	1,405
<i>MS Leadership Team</i>		1,351	1,378	1,405
<i>MS Leadership Team</i>		1,351	1,378	1,405
<i>MS Leadership Team</i>		1,351	1,378	1,405
<i>MS Leadership Team</i>		1,351	1,378	1,405
<i>MS Leadership Team</i>		1,351	1,378	1,405
<i>MS Technology Teacher Leader</i>		1,537	1,568	1,599
<i>MS VHS Coordinator</i>		1,774	1,810	1,846
<i>RS Grade Level Team Leaders (Gr. 3)</i>		2,100	2,142	2,185
<i>RS Grade Level Team Leaders (Gr. 4)</i>		2,100	2,142	2,185
<i>RS Grade Level Team Leaders (Gr. 5)</i>		2,100	2,142	2,185
<i>RS Technology Grade Level Team Leaders</i>		1,351	1,378	1,405
<i>RS Technology Grade Level Team Leaders</i>		1,351	1,378	1,405
<i>RS Technology Grade Level Team Leaders</i>		1,351	1,378	1,405
<i>SL Grade Leven Team Leaders (PreK)</i>		2,100	2,142	2,185
<i>SL Grade Level Team Leaders (K)</i>		2,100	2,142	2,185
<i>SL Grade Level Team Leaders (Gr. 1)</i>		2,100	2,142	2,185
<i>SL Grade Level Team Leaders (Gr. 2)</i>		2,100	2,142	2,185
<i>SL Technology Grade Level Team Leaders</i>		1,351	1,378	1,405
<i>SL Technology Grade Level Team Leaders</i>		1,351	1,378	1,405
<i>SL Technology Grade Level Team Leaders</i>		1,351	1,378	1,405

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APPENDIX C		Annual Stipend Amounts	Annual Stipend Amounts	Annual Stipend Amounts
Position	Step	FY 2023-2024	FY 2024-2025	FY 2025-2026
ATHLETICS				
<i>Athletic Director</i>	1	13,931	14,209	14,494
<i>Athletic Director</i>	2	14,215	14,499	14,789
<i>Athletic Director</i>	3	14,499	14,789	15,085
<i>Athletic Director</i>	4	14,783	15,079	15,381
<i>Assistant Athletic Director</i>	1	3,411	3,480	3,549
HEAD COACHES				
<i>Fall Head Football Coach</i>	1	6,368	6,495	6,625
<i>Fall Head Football Coach</i>	2	6,778	6,914	7,052
<i>Fall Head Football Coach</i>	3	7,153	7,296	7,442
<i>Fall Head Football Coach</i>	4	7,392	7,540	7,691
<i>Fall Head Boys Soccer Coach</i>	1	3,457	3,526	3,597
<i>Fall Head Boys Soccer Coach</i>	2	3,832	3,909	3,987
<i>Fall Head Boys Soccer Coach</i>	3	4,207	4,291	4,377
<i>Fall Head Boys Soccer Coach</i>	4	4,549	4,640	4,733
<i>Fall Head Girls Soccer Coach</i>	1	3,457	3,526	3,597
<i>Fall Head Girls Soccer Coach</i>	2	3,832	3,909	3,987
<i>Fall Head Girls Soccer Coach</i>	3	4,207	4,291	4,377
<i>Fall Head Girls Soccer Coach</i>	4	4,549	4,640	4,733
<i>Fall Head Field Hockey Coach</i>	1	3,457	3,526	3,597
<i>Fall Head Field Hockey Coach</i>	2	3,832	3,909	3,987
<i>Fall Head Field Hockey Coach</i>	3	4,207	4,291	4,377
<i>Fall Head Field Hockey Coach</i>	4	4,549	4,640	4,733
<i>Fall Head Cheerleading Coach (B&G)</i>	1	3,457	3,526	3,597
<i>Fall Head Cheerleading Coach (B&G)</i>	2	3,832	3,909	3,987
<i>Fall Head Cheerleading Coach (B&G)</i>	3	4,207	4,291	4,377
<i>Fall Head Cheerleading Coach (B&G)</i>	4	4,549	4,640	4,733
<i>Fall Head Cross Country Coach (B&G)</i>	1	3,457	3,526	3,597
<i>Fall Head Cross Country Coach (B&G)</i>	2	3,832	3,909	3,987
<i>Fall Head Cross Country Coach (B&G)</i>	3			

Littleton Public Schools

		4,207	4,291	4,377
<i>Fall Head Cross Country Coach (B&G)</i>	4	4,549	4,640	4,733
<i>Fall Head Golf Coach (B&G)</i>	1	3,457	3,526	3,597
<i>Fall Head Golf Coach (B&G)</i>	2	3,832	3,909	3,987
<i>Fall Head Golf Coach (B&G)</i>	3	4,207	4,291	4,377
<i>Fall Head Golf Coach (B&G)</i>	4	4,549	4,640	4,733
<i>Fall Head Girls Volleyball Coach</i>		3,457	3,526	3,597
<i>Fall Head Girls Volleyball Coach</i>		3,832	3,909	3,987
<i>Fall Head Girls Volleyball Coach</i>		4,207	4,291	4,377
<i>Fall Head Girls Volleyball Coach</i>		4,549	4,640	4,733
<i>Fall Unified Basketball Coach</i>		1,020	1,040	1,061
<i>Winter Head Boys Basketball Coach</i>	1	4,777	4,872	4,970
<i>Winter Head Boys Basketball Coach</i>	2	5,118	5,220	5,324
<i>Winter Head Boys Basketball Coach</i>	3	5,459	5,568	5,679
<i>Winter Head Boys Basketball Coach</i>	4	5,913	6,032	6,152
<i>Winter Head Girls Basketball Coach</i>	1	4,777	4,872	4,970
<i>Winter Head Girls Basketball Coach</i>	2	5,118	5,220	5,324
<i>Winter Head Girls Basketball Coach</i>	3	5,459	5,568	5,679
<i>Winter Head Girls Basketball Coach</i>	4	5,913	6,032	6,152
<i>Winter Head Cheerleading Coach (B&G)</i>	1	2,718	2,773	2,828
<i>Winter Head Cheerleading Coach (B&G)</i>	2	2,900	2,958	3,017
<i>Winter Head Cheerleading Coach (B&G)</i>	3	3,088	3,150	3,213
<i>Winter Head Cheerleading Coach (B&G)</i>	4	3,355	3,422	3,490
<i>Winter Head Dance Coach (B&G)</i>	1	2,718	2,773	2,828
<i>Winter Head Dance Coach (B&G)</i>	2	2,900	2,958	3,017
<i>Winter Head Dance Coach (B&G)</i>	3	3,088	3,150	3,213
<i>Winter Head Dance Coach (B&G)</i>	4	3,355	3,422	3,490
<i>Winter Head Boys Hockey Coach</i>	1	4,777	4,872	4,970
<i>Winter Head Boys Hockey Coach</i>	2	5,118	5,220	5,324
<i>Winter Head Boys Hockey Coach</i>	3	5,459	5,568	5,679
<i>Winter Head Boys Hockey Coach</i>	4	5,913	6,032	6,152
<i>Winter Head Wrestling Coach (B&G)</i>	1	3,411	3,480	3,549
<i>Winter Head Wrestling Coach (B&G)</i>	2	3,832	3,909	3,987
<i>Winter Head Wrestling Coach (B&G)</i>	3	4,207	4,291	4,377
<i>Winter Head Wrestling Coach (B&G)</i>	4	4,549	4,640	4,733
<i>Winter Head Boys Track Coach</i>	1	3,457	3,526	3,597
<i>Winter Head Boys Track Coach</i>	2	3,832	3,909	3,987

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<i>Winter Head Boys Track Coach</i>	3	4,207	4,291	4,377
<i>Winter Head Boys Track Coach</i>	4	4,549	4,640	4,733
<i>Winter Head Girls Track Coach</i>	1	3,457	3,526	3,597
<i>Winter Head Girls Track Coach</i>	2	3,832	3,909	3,987
<i>Winter Head Girls Track Coach</i>	3	4,207	4,291	4,377
<i>Winter Head Girls Track Coach</i>	4	4,549	4,640	4,733
<i>Winter Unified Bowling Coach</i>		1,020	1,040	1,061
<i>Spring Head Baseball Coach</i>	1	3,457	3,526	3,597
<i>Spring Head Baseball Coach</i>	2	3,832	3,909	3,987
<i>Spring Head Baseball Coach</i>	3	4,207	4,291	4,377
<i>Spring Head Baseball Coach</i>	4	4,549	4,640	4,733
<i>Spring Head Softball Coach</i>	1	3,457	3,526	3,597
<i>Spring Head Softball Coach</i>	2	3,832	3,909	3,987
<i>Spring Head Softball Coach</i>	3	4,207	4,291	4,377
<i>Spring Head Softball Coach</i>	4	4,549	4,640	4,733
<i>Spring Head Boys Tennis Coach</i>	1	3,457	3,526	3,597
<i>Spring Head Boys Tennis Coach</i>	2	3,832	3,909	3,987
<i>Spring Head Boys Tennis Coach</i>	3	4,207	4,291	4,377
<i>Spring Head Boys Tennis Coach</i>	4	4,549	4,640	4,733
<i>Spring Head Girls Tennis Coach</i>	1	3,457	3,526	3,597
<i>Spring Head Girls Tennis Coach</i>	2	3,832	3,909	3,987
<i>Spring Head Girls Tennis Coach</i>	3	4,207	4,291	4,377
<i>Spring Head Girls Tennis Coach</i>	4	4,549	4,640	4,733
<i>Spring Head Boys Track Coach</i>	1	3,457	3,526	3,597
<i>Spring Head Boys Track Coach</i>	2	3,832	3,909	3,987
<i>Spring Head Boys Track Coach</i>	3	4,207	4,291	4,377
<i>Spring Head Boys Track Coach</i>	4	4,549	4,640	4,733
<i>Spring Head Girls Track Coach</i>	1	3,457	3,526	3,597
<i>Spring Head Girls Track Coach</i>	2	3,832	3,909	3,987
<i>Spring Head Girls Track Coach</i>	3	4,207	4,291	4,377
<i>Spring Head Girls Track Coach</i>	4	4,549	4,640	4,733
<i>Spring Head Boys Lacrosse Coach</i>	1	3,457	3,526	3,597
<i>Spring Head Boys Lacrosse Coach</i>	2	3,832	3,909	3,987
<i>Spring Head Boys Lacrosse Coach</i>	3	4,207	4,291	4,377
<i>Spring Head Boys Lacrosse Coach</i>	4	4,549	4,640	4,733
<i>Spring Head Girls Lacrosse Coach</i>	1	3,457	3,526	3,597

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<i>Spring Head Girls Lacrosse Coach</i>	2	3,832	3,909	3,987
<i>Spring Head Girls Lacrosse Coach</i>	3	4,207	4,291	4,377
<i>Spring Head Girls Lacrosse Coach</i>	4	4,549	4,640	4,733
<i>Spring Unified Track Coach</i>		1,020	1,040	1,061
<i>Fall Assistant Football Coach JV/MS</i>	1	3,457	3,526	3,597
<i>Fall Assistant Football Coach JV/MS</i>	2	3,832	3,909	3,987
<i>Fall Assistant Football Coach JV/MS</i>	3	4,207	4,291	4,377
<i>Fall Assistant Football Coach JV/MS</i>	4	4,521	4,611	4,703
<i>Fall Assistant Boys Soccer Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Fall Assistant Boys Soccer Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Fall Assistant Boys Soccer Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Fall Assistant Boys Soccer Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Fall Assistant Girls Soccer Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Fall Assistant Girls Soccer Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Fall Assistant Girls Soccer Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Fall Assistant Girls Soccer Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Fall Assistant Field Hockey Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Fall Assistant Field Hockey Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Fall Assistant Field Hockey Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Fall Assistant Field Hockey Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Fall Assistant Cheerleading Coach (B&G) JV/MS</i>	1	2,593	2,645	2,697
<i>Fall Assistant Cheerleading Coach (B&G) JV/MS</i>	2	2,974	3,034	3,094
<i>Fall Assistant Cheerleading Coach (B&G) JV/MS</i>	3	3,355	3,422	3,490
<i>Fall Assistant Cheerleading Coach (B&G) JV/MS</i>	4	3,724	3,798	3,874
<i>Fall Assistant Cross Country Coach (B&G) M.S.</i>	1	2,593	2,645	2,697
<i>Fall Assistant Cross Country Coach (B&G) M.S.</i>	2	2,974	3,034	3,094
<i>Fall Assistant Cross Country Coach (B&G) M.S.</i>	3	3,355	3,422	3,490
<i>Fall Assistant Cross Country Coach (B&G) M.S.</i>	4	3,724	3,798	3,874
<i>Fall Assistant Girls Volleyball Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Fall Assistant Girls Volleyball Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Fall Assistant Girls Volleyball Coach JV/MS</i>	3	3,355	3,422	3,490
<i>all Assistant Girls Volleyball Coach JV/MS</i>	4	3,724	3,798	3,874

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<i>Winter Assistant Boys Basketball Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Winter Assistant Boys Basketball Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Winter Assistant Boys Basketball Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Winter Assistant Boys Basketball Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Winter Assistant Girls Basketball Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Winter Assistant Girls Basketball Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Winter Assistant Girls Basketball Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Winter Assistant Girls Basketball Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Winter Assistant Hockey Coach (B&G) JV/MS</i>	1	2,593	2,645	2,697
<i>Winter Assistant Hockey Coach (B&G) JV/MS</i>	2	2,974	3,034	3,094
<i>Winter Assistant Hockey Coach (B&G) JV/MS</i>	3	3,355	3,422	3,490
<i>Winter Assistant Hockey Coach (B&G) JV/MS</i>	4	3,724	3,798	3,874
<i>Winter Assistant Boys Track Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Winter Assistant Boys Track Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Winter Assistant Boys Track Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Winter Assistant Boys Track Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Winter Assistant Girls Track Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Winter Assistant Girls Track Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Winter Assistant Girls Track Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Winter Assistant Girls Track Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Spring Assistant Baseball Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Spring Assistant Baseball Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Spring Assistant Baseball Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Spring Assistant Baseball Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Spring Assistant Softball Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Spring Assistant Softball Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Spring Assistant Softball Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Spring Assistant Softball Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Spring Assistant Boys Track Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Spring Assistant Boys Track Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Spring Assistant Boys Track Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Spring Assistant Boys Track Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Spring Assistant Girls Track Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Spring Assistant Girls Track Coach JV/MS</i>	2	2,974	3,034	3,094

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<i>Spring Assistant Girls Track Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Spring Assistant Girls Track Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Spring Assistant Boys Lacrosse Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Spring Assistant Boys Lacrosse Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Spring Assistant Boys Lacrosse Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Spring Assistant Boys Lacrosse Coach JV/MS</i>	4	3,724	3,798	3,874
<i>Spring Assistant Girls Lacrosse Coach JV/MS</i>	1	2,593	2,645	2,697
<i>Spring Assistant Girls Lacrosse Coach JV/MS</i>	2	2,974	3,034	3,094
<i>Spring Assistant Girls Lacrosse Coach JV/MS</i>	3	3,355	3,422	3,490
<i>Spring Assistant Girls Lacrosse Coach JV/MS</i>	4	3,724	3,798	3,874

APPENDIX D

STAFF DEVELOPMENT PROGRAM

Guidelines for applying staff development activities to graduate credit requirements of teacher's salary schedule.

1. Twelve hours of approved staff development hours will equal one graduate credit. Effective 9/1/06, these hours must be within a specific Mass. Dept. of Ed. curriculum framework area.
2. Staff development activities must generally be of five (5) hours duration to be considered applicable toward credit. Effective 9/1/06, these hours must be within a specific Mass. Dept. of Ed. curriculum framework area.
3. A written course description must be available for a staff development activity to be considered eligible for credit.
4. Staff development activities should be on a level with activities, training, research, and learning which usually characterize a graduate level college course.
5. Eligible activities must be related to professional growth or increased expertise of an individual staff member in the performance of his/her duties within the Littleton Public Schools.
6. Staff development activities must be approved in advance by the superintendent.
7. Training programs sponsored by the Littleton Public Schools will be eligible for credit, provided that all other requirements are met.
8. This program is meant to include only those meetings, etc., that increase a teacher's expertise in the classroom as opposed to data dissemination workshops.
9. Verification of attendance at in-service courses sponsored by the Littleton Public Schools will be sent to staff members by the Central Office after completion of in-service training.

APPENDIX E

WHAT IS JUST CAUSE?

Definitions of just cause do not generally appear in collective bargaining agreements. Faced with specific cause, arbitrators have developed a number of criteria regarding the meaning of just cause. Even though arbitrators are not bound by other arbitrators' decisions, they are influenced by one another.

The following criteria are frequently used to determine if management's actions meet a just cause standard: (1) Was the employee informed of management's rules and expectations? (2) Were management's rules and expectations reasonable? (3) Was adverse action necessary to maintain orderly, efficient procedures in the organization? (4) Was the employee's infraction investigated and were the procedures used fair? (5) Has management administered its rules equitably? (6) Was the employee given an opportunity to improve his or her conduct? (7) Was the imposed penalty reasonable?

A "no" answer to one or more of these questions would indicate that just cause might be lacking. The criteria are illustrated in the following examples.

WAS THE EMPLOYEE INFORMED OF MANAGEMENT'S RULES AND EXPECTATIONS?

Cases involving failure to inform employees of expectations are of three types. In the first type of case, failure to inform has been traced to the lack of a written policy. In the second type, management knew that the employee's behavior or performance was deficient but did not warn him or her before taking disciplinary action. The third type of case involves situations where management's expectations were unclear, ambiguous, or inconsistent.

Lack of written policy. Two teachers had initiated for high school seniors an elective class which covered contemporary issues. The selected issues, though controversial, were identified through consultation with community citizens, school administrators, and students. The topics included censorship, drugs, and crime. During a trip to a nearby prison, the topic of "victimless" crime was raised. Following through on the topic, the teachers invited a prostitute to talk to the class. The appearance of the prostitute caused concern on the part of parents of one of the students in the class. The complaining parents called on school officials for an explanation and informed the local media of the incident. When the incident came to the attention of school authorities, the teachers were reprimanded.

The arbitration hearing revealed that on earlier occasions the class had talked to drug addicts in a local rehabilitation program, and a few students had seen an X-rated movie as part of a project on censorship. The arbitrator's opinion was that, in keeping with the nature of the class, authorities in the school had given the reprimanded teachers wide latitude in the selection of topics and speakers. Thus, the arbitrator concluded that the reprimand was not made for just cause, because no written statement of policy had been given to the teachers, and their experience previous to the appearance of the prostitute would not have caused them to think that they were acting contrary to the wishes of their superiors.

In another situation, the lack of a written policy prompted an arbitrator to call for withdrawal of a reprimand after it had been issued by a teacher's principal. The teacher, who believed her room to be overcrowded, sent letters to the parents of her pupils, inviting them to visit her classroom to see the overcrowded conditions. Her principal issued her a letter of reprimand for interfering with the efficiency of the organization. Even though temporary overcrowding was not unusual and such situations were normally corrected within two weeks, the arbitrator ruled that the teacher could not be disciplined for sending the letter unless the rule was made known to her in a definite, precise, publishable form beforehand, and there was evidence that she knowingly or carelessly violated the rule.

In the above cases, each arbitrator held that discipline could not be administered unless specific expectations had been made clear to the employee. However, in some instances arbitrators have held that teachers, as professional employees, could be expected to use sound judgment in applying general rules to their specific classroom situations. Thus, in two separate cases the disciplining of teachers who had used poor judgment in punishing students was upheld. In both cases, the teachers had been given general guidelines by their respective school boards. In a different case, an arbitrator upheld discipline imposed on a teacher when it was shown that the teacher had failed to use his professional skill to analyze his students' learning problems and find means to correct their problems.

Lack of prior warning. In a case involving the non-renewal of a probationary teacher, deficiencies in employee behavior were not communicated to the employee prior to disciplinary action, even though the deficiencies were known beforehand. The arbitrator who heard the evidence did not uphold the school board. Instead, he determined that the teacher had been given "inadequate" warning prior to dismissal.

Lack of clarity. Failure to inform was traced to unclear statements of expectation in a case in which a school board docked certain teachers a day's pay for not calling in to the answering service the night before their absences. The school board claimed that it was necessary for teachers to call in so that time was available to secure substitutes. A check of the faculty hand book revealed that specific expectations with regard to using the answering service the night before an unexpected absence had not been included. The arbitrator ruled in favor of the grievants, even though the school board claimed that detailed expectations had been given orally.

In another situation, a teacher who advised the student newspaper was reprimanded by the principal for permitting certain articles to appear in the paper. The principal claimed that the appearance of the articles was in violation of written policy. Upon investigation, however, it was found that the written statements of policy referred to by the principal were both unclear and unknown to the grievant. The letter of reprimand was directed to be withdrawn from the teacher's file.

WERE MANAGEMENT'S RULES AND EXPECTATIONS REASONABLE?

Assessment of the reasonableness of a rule is probably more subjective than objective in nature. Therefore, most arbitrators' assessments of the reasonableness of a given rule have taken into consideration all of the factors that impinge upon the rule and its implementation in a given situation. Thus, failure on the part of an employee to follow a

rule may not always result in denial of a grievance. If factors present in the situation would prompt others in the same situation to ignore the rule, then an arbitrator may uphold a grievance regarding the rule. However, an employee's refusal to follow rules is not taken lightly by arbitrators. Arbitrators understand that it may be onerous for an employee to follow a rule, but the burdensome nature of a rule is not in itself sufficient reason to disobey it.

The following examples illustrate the principle that employees are expected to follow a rule even though they may object to it on some grounds. Later, after compliance, they can seek redress through the grievance procedure.

In a first case, bad weather had caused a school to be closed, but the Assistant Superintendent for Curriculum requested that a clerical employee appear for work. The employee refused to appear, stating that her supervisor was the Assistant Superintendent for Personnel and only he could request her to show up for work when school was closed due to inclement weather. The arbitrator failed to support the grievant in her insistence that only her supervisor could give her a legal order to show up for work. Discipline of the grievant was justified, since she should not have sought her own remedy by refusing to appear for work.

In the second case, a principal had told a teacher not to leave the school building at lunch time during examination days. The grievant teacher believed that the principal had exceeded his authority in setting this rule. When the teacher

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ignored the principal's rule, he was given a letter of reprimand for insubordination. The arbitrator upheld the principal's action, pointing out that the grievant had the obligation of first obeying and later filing a grievance on the issue.

WAS ADVERSE ACTION NECESSARY TO MAINTAIN ORDERLY, EFFICIENT PROCEDURES IN THE ORGANIZATION?

An adverse action may be considered just if an employee was knowingly unresponsive to management's legitimate interest in maintaining an orderly and efficient organization. In the next two examples, management was unable to sustain the burden of proof that its legitimate interests were disregarded by the grievant. In the third case, management's interests were recognized and upheld by the arbitrator.

A principal placed a written reprimand in a teacher's personnel file because the teacher refused to supervise the first lunch period during a supposed emergency situation. The existence of an emergency situation was crucial to proving that a vital management interest was at stake. The principal was unable to convince the arbitrator that a true emergency actually existed, since a qualified substitute teacher was available and would have been assigned to the lunchroom.

In another case, a grievant principal had filed a letter of reprimand because she was late to work. The principal contended that the safety of children in the school was in jeopardy when the teacher was late. The arbitrator did not believe that the facts sustained the principal's contention. In addition, the arbitrator was impressed by the fact that the grievant had only been late once and otherwise had an above average teaching record.

The third example involves a situation in which a principal was refused information on students who had been failed by a teacher. The teacher claimed that the information could not be given in the time available and that the permission of the students' parents would be required before the information could be released to the principal. The arbitrator found the teacher's reply to be unresponsive to the principal's legitimate request and upheld the disciplinary measures imposed by the principal.

WAS THE EMPLOYEE'S INFRACTION INVESTIGATED AND WERE THE PROCEDURES USED FAIR?

Notions about procedural fairness are in part derived from the concept of due process found in courts of law. In addition, elements of procedural fairness may be defined by the parties in their collective bargaining agreement. A fundamental concept of procedural fairness includes adequate warning. The importance of stating rules and expectations has been covered in the preceding portions of this section.

Procedural fairness also includes the granting of hearing to the individual adversely affected. One arbitrator upheld a grievance because the school board had not held a fair hearing as required by the grievance procedure, before acting in support of a superintendent who had imposed a five-day suspension.

Granting a hearing is not necessarily sufficient, however. For example, a counselor was given an immediate investigation of a parental complaint, as called for by the agreement, but was not given the opportunity to rebut the complaint. The parent's letter of complaint thus could not be placed in the teacher's personnel file or be considered as the basis for further disciplinary action against the counselor.

During a fair hearing, it is the weight of evidence presented at the time of the hearing that contributes to the fairness of the proceeding. Where the evidence does not sustain the allegations against an employee, it would be unfair to discipline the employee. Not infrequently, the amount of evidence management had at the time disciplinary action was taken is assessed during the arbitration hearing. Should the arbitrator find that insufficient evidence was used by management to sustain the allegations against the teacher, the arbitrator may reverse management's actions.

Arbitrators have given attention to other aspects of fair procedures. One aspect is the extent to which disciplinary procedures called for in the collective bargaining agreement were actually followed by management in imposing an adverse action on an employee. For example, in a situation where the agreement stated that disciplinary action must be preceded by written notification, the school board was held to be in violation of the agreement when notice was not given prior to withholding paychecks from the grievants. Some collective bargaining agreements recognize that the union has certain rights in grievance proceedings. One commonly accepted provision is the right to be informed whenever disciplinary action is taken against a union member. When that is provided for in the agreement, failure to notify the union representative will weigh against management when the arbitrator makes his or her award.

HAS MANAGEMENT ADMINISTERED ITS RULES EQUITABLY?

Arbitrator George T. Roumell, Jr., has pointed out that an employer need not penalize all employees guilty of a common offense in the same manner. However, the employer has the burden of explaining his or her reasons for penalizing some employees and not others.

In a school district where some teachers had taken part in a parent picket line that sought the removal of the vice-principal, the school board took disciplinary action against the union building representative. Although she had not come in to work, she had neither encouraged nor discouraged the teachers and had not herself participated in the picket line. The school board justified its action by claiming that the building representative had greater knowledge of the contract and its no-strike provision. In addition, the school board believed the building representative was obligated to set an example for other teachers by returning to work. The arbitrator believed the discipline to be excessive. He faulted the reasoning of the school board on the grounds that the union president had been present in the picket line supporting the parents, and it would have been just as logical to expect him to set an example for other teachers. No action had been taken against the union president.

In another case, while school secretaries were on strike, some teachers had remained away from work in sympathy for the secretaries. The arbitrator felt that although management had the right to withhold pay from all teachers, it did not have the right to suspend some teachers who remained away and not others.

Elsewhere, a principal had devised a rule that the teacher involved must report, in writing, all incidents involving student discipline. The principal was found in error when he disciplined one teacher for not writing the required reports but failed to enforce the same rule on other teachers who did not comply with it.

WAS THE EMPLOYEE GIVEN AN OPPORTUNITY TO IMPROVE HIS OR HER CONTRACT?

It is expected that employees will be given an opportunity to correct any deficiencies in work habits and skills that are remediable in nature. When management can show there was opportunity to correct behavior, subsequent disciplinary actions are likely to be upheld. For example, two teachers had each established a record of excessive tardiness. Each was given a written warning that continued tardiness would lead to disciplinary action. When the pattern of tardiness did not improve, the teachers lost a day's work and pay. After noting that no evidence was presented to show that the tardiness was beyond the control of the teachers, the arbitrator upheld the disciplinary action.

In a different case, upon return from a ten-day disciplinary suspension, an employee refused to accompany his supervisor to the supervisor's office to discuss the reasons for the disciplinary action and the supervisor's expectations of the employee for the future. The employee's refusal led to his discharge. Since the employee could not improve if he refused to know what was expected of him, and since he already had had a series of disciplinary actions taken against him, the discharge was upheld in arbitration.

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Another case involved an employee whose unscheduled absences usually preceded or followed scheduled days off. After repeated warnings for excessive absences, the employee was required to submit a medical certificate following each absence for claimed illness. When the pattern of repeated unauthorized absences continued, the employee was given one-day disciplinary layoff. Since the employee was given ample opportunity to improve, the arbitrator upheld the disciplinary action.

WAS THE IMPOSED PENALTY REASONABLE?

The following are situations in which arbitrators have been sensitive to excessive disciplinary penalties being imposed on the employee:

1. In situations where management has failed to establish just cause, arbitrators are likely to determine that such a failure should mitigate or eliminate the disciplinary penalty that was imposed.
2. Where management has failed to follow the procedural features of the collective bargaining agreement, any penalties may be lessened or removed.
3. Where the employee has a favorable past record, the arbitrator may give the record enough weight to deem the imposed penalty excessive.
4. Where it becomes apparent during an arbitration hearing that the grievant's supervisors widely differ in their assessment of the disciplinary action to impose, the arbitrator may question the appropriateness of the penalty.
5. Where disciplinary action was taken for a single instance of poor judgment in the use of indecent language not associated with insubordination or racial slurs, the infrequency of the violation may cause the arbitrator to reassess the appropriateness of the penalty imposed.
6. Where an employee has been disciplined for an interaction of rules that have been broken by other employees under similar circumstances, the arbitrator may consider the penalties imposed in previous situations in order to determine the appropriateness of the penalty in the case under consideration.

What constitutes discipline may sometimes in and of itself be subject to dispute. Arbitrator Arnold Zack has ruled that an unsatisfactory evaluation report is discipline. As such, it is subject to the above-mentioned standards for just cause. If an evaluation report does not meet these criteria, an arbitrator may order its modification or removal from a teacher's personnel file.

Source: Ostrander, Kenneth, A Grievance Arbitration Guide for Educators,
Boston, Allyn and Bacon, Inc., 1981

Appendix F

Documents for Educator Evaluation

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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 special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement as well as other indicators of authentic student learning, 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) **Common Assessments** shall mean identical or comparable assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post tests, unit and course assessments, performance 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. 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 proceeding 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. (Evaluator's designated by the Superintendent will be non LEA members with the exception of employees who are assigned part-time administrative contracts. Each Educator will have one primary Evaluator during the duration of their educator plan responsible for determining performance ratings.)
- K) ***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 by administration upon notification in writing to the educator. The educator may request a change of evaluator by making a written request to the building principal. If the request is denied, or if the building principal is the evaluator, the teacher may make a written request to the Superintendent, and will be given the opportunity to meet with the Superintendent without building administration present to discuss reasons for the request. Ultimately, the evaluator assignment remains at the discretion of the Superintendent.
- L) **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.

- M) **Expected Impact** shall mean the educator meets or exceeds anticipated student learning gains on multiple measures of student learning, growth, and achievement. The evaluator shall use professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments and, where available, statewide student growth measures. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other assessments. Statewide student growth measures, including standardized tests, will not be considered **the only** determinant in measuring the impact on student learning. It is agreed upon by all parties that state law does not prioritize one type of common assessment over another in measuring the impact on student learning. The Department shall establish anticipated student learning gains for statewide student growth measures in guidance. In 2017 – 2018, LPS teachers will be exempt from using statewide student growth measures for determining impact on student learning. (All parties agree that the previous sentence will be deleted by September 2018.)
- N) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- O) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- P) ***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.
- Q) ***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.
- R) ***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.
- S) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- T) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, where available.
- U) ***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.
- V) **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").
- W) ***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.
- X) ***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.
- Y) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Z) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follow
- 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)
- AA) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element

- BB) **Standards and Indicators** shall mean the Standards and Indicators of Effective Teaching Practice, 603 CMR 35.03. Standard 2: Teaching All Students includes Student Learning Indicator.
- CC) **Student Learning Indicator**: Demonstrates expected impact on student learning based on multiple measures of student learning, growth, and achievement. For teachers who are responsible for direct instruction, these measures must include student progress on common assessments and, where available, statewide student growth measures.
- DD) ***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.
- EE) ***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.
- FF) ***Teacher**: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

3. Evidence Used In Evaluation

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

- A) For educators responsible for direct instruction, 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) Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment. Common assessments of student learning, growth, and achievement.
 - 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 observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - 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 :

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;

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

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.

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:

An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility.

An assessment of practice against each of the four Performance Standards of effective practice using the district’s rubric.

Proposed goals to pursue:

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

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.

During the development of the Educator Plan, evaluators shall communicate clear expectations for educator impact, including but not limited to anticipated student learning gains for the multiple measures that will be used as evidence of educator performance. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other classroom assessments. The educator's professional judgment regarding student population and learning context can also be taken into account during the development of the Educator Plan. The Department shall establish anticipated student learning gains for statewide student growth measures in guidance.

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

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- 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.

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

Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. 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.

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.

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

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

1. 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:
 - a. Describe the basis for the Evaluator's judgment.
 - b. Describe actions the Educator should take to improve his/her performance.
 - c. Identify support and/or resources the Educator may use in his/her improvement.
 - d. State that the Educator is responsible for addressing the need for improvement.

12. Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of

multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign 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) 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.
- E) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F) 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.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

J) 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.

K) 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.

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.

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

M) 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:

a. At least one goal related to improvement of practice tied to one or more Performance Standards;

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

c. 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. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2. An educator with PTS who has a proficient or exemplary rating can elect, subject to the approval of the evaluator, to be on a One-year Self Directed Growth Plan.

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:

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.

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.

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.

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.

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20. Timelines

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process.	September 15
Evaluator meets with educators to assist in self assessment and goal setting process. Educator submits self-assessment and proposed goals. 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). Educator submits Educator Plan	October 15
Evaluator completes Educator Plans.	November 1
Evaluator should complete first observation of each Educator.	November 15
Educator submits evidence on Standards III (Family and Community Engagement), Standard IV (Professional Culture), and 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 hold Formative Assessment Meetings if requested by either Evaluator or Educator.	February 15
Educator submits evidence on Standards I (Curriculum, Planning, and Assessment), Standard II (Teaching All Students), and progress on goals (and other standards, if desired). *or four weeks before Summative Assessment Report date established by Evaluator.	April 20
Evaluator completes non-PTS Summative Evaluation Reports Signature Response within 3 days of receipt.	May 15
Evaluator completes PTS Summative Evaluation Reports Signature Response within 3 days of receipt.	May 30
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 add response, if any, within 5 school days of receipt.	June 15

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 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. Impact on Student Learning (Student Learning Indicator: Standard II, Teaching All Students)

A) Basis of Impact on Student Learning

- i) The following student performance measures shall be the basis for determining an educator's impact on student learning, growth, and achievement.

- (a) Statewide growth measure(s),

- (1) Where available, statewide growth measures must be selected each year as one of the measures used to determine the educator's Student Impact Rating.
 - (2) Statewide growth measures include the MCAS Student Growth Percentile, or its equivalent, and ACCESS for ELLs gain score.

- (b) Common Assessments

B) Identifying and Selecting Common Assessments

- i) Criteria for Selection of Common Assessments

- (a) Common Assessments may consist of direct or indirect measures.

- (1) A direct measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.
 - (i) For all classroom educators, at least one measure in each year that will be used to determine an educator's Student Impact Rating must be a direct measure.
 - (ii) Direct measures include, but are not limited to, criterion referenced or norm referenced measures such as: formative, interim and unit pre- and post-assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.

- (2) Indirect measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning but do measure the consequences of that learning.
 - (i) Indirect measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.
 - (b) Common Assessments must be comparable across grade or subject level district-wide.
 - (c) Common Assessments must include consistent, transparent scoring processes that clear parameters for anticipated student learning gains.)
 - (d) Common Assessments must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.
- ii) Process for Selecting Common Assessments

Educators and evaluators must agree on the multiple measures of student learning that will be used as the basis of the Student Learning Indicator no later than November 1st.

C) Determining Impact on Student Learning/ Student Learning Indicator

The evaluator shall use his/her professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments and, where available, statewide student growth measures. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific learning context. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other assessments. The Department shall establish anticipated student learning gains for statewide student growth measures in guidance. Educators shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student learning. Results from students who are not present for instruction or education services for at least 90 percent of the allotted instructional or service time shall not be used in the determination of impact on student learning. . In 2017 – 2018, LPS teachers will be exempt from using statewide student growth measures for determining impact on student learning. (All parties agree that the previous sentence will be deleted by September 2018.)

23. Using Student feedback in Educator Evaluation

In accordance with 603 CMR 35.07(1)(c)(2), the parties agree that student feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each educator (see Section 3.C).

Documentation regarding student feedback from both the educator and the evaluator will be recorded in the evidence section for Performance Standard IV, Professional Culture, Indicator A-1, Reflective Practice.

To promote flexibility in the identification of instruments educators use to collect student feedback, the instruments educators utilize may be district-wide, school-based, educator role-based, educator-specific or some combination of these instruments. District-wide or school-based instruments implemented to collect student feedback shall include safeguards necessary to protect student confidentiality. Educator-role based or educator-specific instruments can be utilized upon approval of the evaluator.

To promote flexibility in incorporating student feedback into the 5-Step Evaluation Cycle, student feedback may be gathered at multiple points and can be considered formatively, summatively, or both. Student

feedback may be a source of evidence to inform the Self-Assessment and Goal Setting and Plan Development Steps (Steps 1 & 2). Student feedback may also be used as evidence at the Formative/Evaluation and Summative Evaluation Steps (Steps 4 & 5). In particular, student feedback can be utilized as evidence of Performance Standard IV, Professional Culture, Indicator A-1, Reflective Practice. *(Adopted May 14, 2015)*

24. **Using Staff feedback in Educator Evaluation**

In accordance with 603 CMR 35.07(1)(c)(3), the parties agree that staff feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each administrator. District-wide or school-based instruments used to collect staff feedback shall include safeguards necessary to protect staff confidentiality. Micro-surveys can be utilized for staff feedback upon approval of the survey format by the administrator's evaluator. *(Adopted May 14, 2015)*

25. **General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) Any serious and/or recurring complaints regarding the performance of a unit member made to any of the administration by any parent, student, or other persons shall be promptly called to the attention of the unit member.
- F) 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. (On an as needed basis, the joint labor management team may exercise the option to meet to address updates that have been recommended by the DESE, incorporate changes in law that are applicable to the educator evaluation process or review current practices and language specific to this agreement. The joint labor management team will be comprised of four administrators and four LEA members.)
- G) 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

FORMS FOR EDUCATOR EVALUATION

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Forms for Educator Evaluation

Overview of Forms: The forms included in this Appendix are suggested templates, provided as tools to support educators and evaluators as they implement the new educator evaluation framework. For all of these forms, additional pages may be attached as needed.

Educator Tracking Sheet. This form is intended to be used to track the completion of each step throughout the educator’s evaluation process. It will be completed by the educator in conjunction with his/her primary (and possibly supervising) evaluator.

Self-Assessment Form/Goal-Assessment Form. The Self-Assessment form is intended to be used in support of Step 1: Self-Assessment, the educator’s initial step of the cycle. The form can be used by individuals or teams; however, each individual will need to submit a self-assessment. Evaluators sign the form to indicate receipt. The form includes sections for the educator to complete an analysis of student learning, growth, and achievement and an assessment of practice against performance standards. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.

1: Self-Assessment **and** Step 2: Goal-Assessment and Plan Development. Individuals and teams may use this form to propose goals (a minimum of one student learning goal and one professional practice goal). The form should initially be submitted with the Self-Assessment Form with the box “Proposed Goals” checked. If the goals are approved as written, the evaluator will check the box “Final Goals” and include a copy of the form with the **Educator Plan Form**. If the goals undergo further refinement, edits may be made to the original, or the form may be rewritten. If the form is redone, the new form should have the box “Final Goals” checked and should then be attached to the **Educator Plan Form**. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.

Educator Plan Form. This form is intended to be used in support of Step 2: Goal Setting and Plan Development. It will either be completed by the educator for a *Self-Directed Growth Plan*, by the educator and the evaluator together for a *Directed Growth Plan* and a *Developing Educator Plan*, and by the evaluator for an *Improvement Plan*. Completion and/or submission of this form will be noted and initialed on the **Educator Tracking Sheet**.

Evaluator Record of Evidence Form. This form is intended to be used by the evaluator in gathering evidence of an educator’s practice during Step 3: Implementation of the Plan. It will be completed by the evaluator and may be reviewed by the educator at any time.

Educator Collection of Evidence Form. This form is intended to be used to support the educator in collecting evidence of his/her practice. It will be completed by the educator and shared with the evaluator prior to Formative Assessment/Evaluation and Summative

Formative Assessment Report Form. This form is intended to be used in support of an educator’s formative assessment (Step 4) at the mid-point of the evaluation cycle, at minimum; it can be used multiple times as Formative Assessment can be ongoing. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating “Progress toward Attaining Goals,” “Performance on each Standard,” or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

Formative Evaluation Report Form. This form is intended to be used in support of an educator’s formative evaluation at the end of year one of a two-year *Self-Directed Growth Plan*. It will be completed by the

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evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating “Progress toward Attaining Goals,” “Performance on each Standard,” or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. At the point of Formative Evaluation, the overall rating is assumed to be the same as the prior summative evaluation unless evidence demonstrates a significant change in performance leading to a change in Overall Rating and, possibly, Educator Plan. If there is a change in rating, evaluators must provide comments on each of the four Standards briefly describing *why* the rating has changed, the *evidence* that led to a change in rating, and offering *feedback for improvement* (evaluators are encouraged to provide comments even if there is no change to ensure that educators have a clear sense of their progress and performance and receive feedback for improvement). Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

Summative Evaluation Report Form. This form is intended to be used for Step 5: Summative Evaluation. This form applies to all Educator Plans. It will be completed by the evaluator. The evaluator must complete all sections, which are: “Attainment of Student Learning Goal(s),” “Attainment of Professional Practice Goal(s),” “Rating on each Standard,” “Overall Performance Rating,” and “Plan Moving Forward.” Evaluators must provide comments on the student learning goal(s), professional practice goal(s), each of the four Standards, and the overall rating briefly describing the level of attainment or performance rating, the *evidence* that led to the level of attainment/rating, and offering *feedback for improvement*. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

Educator Response Form. This form is intended to be used in support of the educator, should he/she want to have a formal response to any part of the evaluation process kept on record. It will be completed by the educator; the evaluator will sign to acknowledge receipt. If the form is submitted in response to the Formative Assessment/Evaluation or to the Summative Evaluation, receipt of the response will also be noted and initialed on the **Educator Tracking Sheet**.

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Educator Plan Form: Part 1 of Part 2

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

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

Start Date: _____ End Date: _____

Self Assessment Analysis

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

Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by educator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data.

[603 CMR 35.06 \(2\)\(a\)1](#)

Team, if applicable: _____

List Team Members below:

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Educator Plan Form: Part 2 of Part 2

Educator—Name/Title: _____

Part 2: Assessment of Practice Against Performance Standards

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

[603 CMR 35.06 \(2\)\(a\)2](#)

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Educator _____

Date _____

Signature of
Evaluator _____

Date _____

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

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Educator Plan Form

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

Some activities may apply to the pursuit of multiple goals or types of goals (student learning or professional practice). Attach additional pages as necessary.

Student Learning Goal(s): Planned Activities <i>Describe actions the educator will take to attain the student learning goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District¹	Timeline or Frequency

*Additional detail may be attached if needed.

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Educator Plan Form

Educator—Name/Title: _____

Professional Practice Goal(s): Planned Activities <i>Describe actions the educator will take to attain the professional practice goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District¹	Timeline or Frequency

This Educator Plan is “designed to provide educators with feedback for improvement, professional growth, and leadership,” is “aligned to statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards,” and “is consistent with district and school goals.” (see [603 CMR 35.06 \(3\)\(d\)](#) and [603 CMR 35.06\(3\)\(f\)](#).)

Signature of Evaluator _____ Date: _____

Signature of Educator* _____ Date: _____

- As the evaluator retains final authority over goals to be included in an educator’s plan (see [603 CMR 35.06\(3\)\(c\)](#)), the signature of the educator indicates that he or she has received the Goal Setting Form with the “Final Goal” box checked, indicating the evaluator’s approval of the goals. The educator’s signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that “It is the educator’s responsibility to attain the goals in the plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.” (see [603 CMR 35.06\(4\)](#))

¹ Must identify means for educator to receive feedback for improvement per [603 CMR 35.06\(3\)\(d\)](#).

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Evaluator Record of Evidence Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Academic Year: _____ Educator Plan and Duration: _____

Standards and Indicators for Effective Teaching Practice: Rubric Outline as per <u>603 CMR 35.03</u> The evaluator should track collection to ensure that sufficient evidence has been gathered.			
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
<input type="checkbox"/> I-A. Curriculum and Planning <input type="checkbox"/> I-B. Assessment <input type="checkbox"/> I-C. Analysis	<input type="checkbox"/> II-A. Instruction <input type="checkbox"/> II-B. Learning Environment <input type="checkbox"/> II-C. Cultural Proficiency <input type="checkbox"/> II-D. Expectations	<input type="checkbox"/> III-A. Engagement <input type="checkbox"/> III-B. Collaboration <input type="checkbox"/> III-C. Communication	<input type="checkbox"/> IV-A. Reflection <input type="checkbox"/> IV-B. Professional Growth <input type="checkbox"/> IV-C. Collaboration <input type="checkbox"/> IV-D. Decision-making <input type="checkbox"/> IV-E. Shared Responsibility <input type="checkbox"/> IV-F. Professional Responsibilities

The Rubric Outline is intended to be used for citing Standards and Indicators. Evaluators should review the full rubric for analysis of evidence and determination of ratings

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Evaluator Record of Evidence Form

Educator: _____ Evaluator: _____

Date <i>(Record date of collection, duration if applicable)</i>	Source of Evidence* <i>(e.g., parent conference, observation)</i>	Standard(s)/ Indicator(s) <i>Note Standard(s) and Indicator(s) to which evidence is tied</i>	Analysis of Evidence <i>Record notes "based on observations and artifacts of professional practice, including unannounced observations of practice of any duration" or other forms of evidence to support determining ratings on Standards as per 603 CMR 35.07</i>	Feedback Provided <i>Briefly record feedback given to educator (e.g., strengths recognized, suggestions for improvement)</i>
EX: 11/8/11	EX: unit plans, benchmark data	EX: I-B	EX: unit plans were appropriately modified after analysis of benchmark data to better reflect student performance at mid-point of semester	EX: recognized strong adjustment to practice, suggested teacher collaborate with team on backward curriculum mapping

*note if classroom observations are announced or unannounced

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Educator Collection of Evidence Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Evidence pertains to (check all that apply)¹:

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

Summary of Evidence

*Summarize the evidence compiled to be presented to evaluator with a brief analysis.
Attach additional pages as needed.*

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included

¹ Per [603 CMR 35.07\(1\)\(c\)1](#), “Evidence compiled and presented by the educator include[s]: 1. Evidence of fulfillment of professional responsibilities and growth, such as: self-assessments; peer collaboration; professional development linked to goals and or educator plans; contributions to the school community and professional culture; 2. Evidence of active outreach to and ongoing engagement with families.” However, educator collection of evidence is not **limited** to these areas.

Littleton Public Schools

Formative Assessment Report Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Assessing¹:

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)

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

Progress Toward Professional Practice Goal(s)

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

¹ As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Littleton Public Schools

Formative Assessment Report Form

Educator—Name/Title: _____

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

The educator shall have the opportunity to respond in writing to the formative assessment as per [603 CMR 35.06\(5\)\(c\)](#) on the Educator Response Form.

Signature of Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____



Littleton Public Schools

Formative Evaluation Report Form

* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

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

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Assessing¹:

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

¹ As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative evaluation shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Littleton Public Schools

Formative Evaluation Report Form

Educator—Name/Title: _____

- Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
- Evaluator is assigning ratings that differ from prior Summative Evaluation; comments are required

Rating on Each Standard				
I: Curriculum, Planning, & Assessment	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>				
II: Teaching All Students	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>				
III: Family/Community Engagement	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>				
IV: Professional Culture	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary

Formative Evaluation Report Form

Rationale, evidence, and feedback for improvement:

Educator—Name/Title: _____

- Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
- Evaluator is assigning ratings that differ from prior Summative Evaluation; comments required

Overall Performance Rating

- Unsatisfactory
- Needs Improvement
- Proficient
- Exemplary

Rationale, evidence, and feedback for improvement:

Plan Moving Forward

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

The educator shall have the opportunity to respond in writing to the formative evaluation as per [603 CMR 35.06\(5\)\(c\)](#) on the Educator Response Form.

Littleton Public Schools

Summative Evaluation Report Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Littleton Public Schools

Summative Evaluation Report Form

Educator—Name/Title: _____

Rating on Each Standard

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

Rationale, evidence, and feedback for improvement:

II: Teaching All Students Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

III: Family/Community Engagement Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

IV: Professional Culture Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Littleton Public Schools

Educator Response Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Response to: (check all that apply)

- Educator Plan, including goals and activities
- Evaluator collection and/or analysis of evidence
- Formative Assessment or Evaluation Report
- Summative Evaluation Report
- Other:

Educator Response <i>Attach additional pages as needed</i>	

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included

Setting SMART Goals⁵

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

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

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

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

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

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

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

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

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

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

Key Actions

Reduce my daily calorie intake to fewer than 1,200 calories for each of 10 weeks.

Walk 15 minutes per day; increase my time by 5 minutes per week for the next 4 weeks.

Starting in week 5, run and walk in intervals for 30 minutes, increasing the proportion of time spent running instead of walking until I can run a mile, non-stop, by the end of week 10.

⁵ The SMART goal concept was introduced by G.T. Doran, A. Miller and J. Cunningham in *There’s a S.M.A.R.T. way to write management’s goals and objectives*, *Management Review* 70 (11), AMA Forum, pp. 35-36. *What Makes a Goal “SMART”?* also draws from the work of Ed Costa, Superintendent of Schools in Lenox; John D’Auria, Teachers 21; and Mike Gilbert, Northeast Field Director for MASC.

Benchmarks:

For process, maintaining a daily record of calorie intake and exercise

For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6lbs/.2 mi; 8 wks: 8 lbs/.4 miles)

S = Specific and Strategic

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

M = Measurable

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

A = Action Oriented

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

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

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

T = Timed

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

Teacher Rubric

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Updated Teacher Rubric 2019-2020

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 subject-specific skills and vocabulary.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences that enable them to acquire complex knowledge and subject-specific skills and vocabulary.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and subject-specific skills and vocabulary, such that they are able to make and assess evidence-based claims and arguments.	Demonstrates expertise in subject matter and the pedagogy it requires by consistently engaging all students in learning experiences that enable them to acquire, synthesize, and apply complex knowledge and subject-specific skills and vocabulary, such that they are able to make and assess evidence-based claims and arguments. Models this practice for others.
I-A-2. <i>Child and Adolescent Development</i>	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. Performance on this indicator is of such a high level that it could serve as an example to educators in the school or district.

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-3. Well-Structured Units and Lessons	Delivers individual lessons rather than units of instruction; constructs units of instruction that are not aligned with state standards/ local curricula; and/or designs lessons that lack measurable outcomes, fail to include appropriate student engagement strategies, and/or include tasks that mostly rely on lower level thinking skills.	Implements lessons and units of instruction to address some knowledge and skills defined in state standards/local curricula with some elements of appropriate student engagement strategies, but some student outcomes are poorly defined and/or tasks are not challenging.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that students are able to learn the knowledge and skills defined in state standards/local curricula.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that all students are able to learn and apply in authentic contexts the knowledge and skills defined in state standards/local curricula. Models this practice for others.

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations around quality of work and effort and/or offers few supports for students to produce quality work or effort.	May state high expectations for quality and effort, but provides few exemplars and rubrics, limited guided practice, and/or few other supports to help students know what is expected of them; may establish inappropriately low expectations for quality and effort.	Consistently defines high expectations for the quality of student work and the perseverance and effort required to produce it; often provides exemplars, rubrics, and guided practice.	Consistently demonstrates high expectations for the quality of student work and the perseverance and effort required to produce it; supports students to set high expectations for themselves and for each other to produce high-quality work. Models this practice for others.
II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and/or passive participants in the content of the lesson.	Uses instructional practices that motivate and engage some students in the content of the lesson, but leave others uninvolved and/or passive participants.	Consistently uses instructional practices that are likely to motivate and engage most students in the content of the lesson.	Consistently uses instructional practices that motivate and engage all students in the content of the lesson and independent work. Models this practice for others.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate inclusive practices to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate inclusive practices, such as tiered supports and scaffolded instruction, to accommodate differences in students' learning needs, abilities, interests, and levels of readiness, including those of academically advanced students, students with disabilities, and English learners.	Uses a variety of appropriate inclusive practices, such as tiered supports and scaffolded instruction, to address specific differences in individual students' learning needs, abilities, interests, and levels of readiness, creating structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Models this practice for others.

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Models this practice for others.
II-B-2. <i>Collaborative Learning Environment</i>	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. Performance on this indicator is of such a high level that it could serve as an example to educators in the school or district
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Creates some learning experiences that guide students to identify needs, ask for support, problem-solve, and challenge themselves to take academic risks.	Regularly creates learning experiences that guide students to identify their strengths, interests, and needs; problem-solve; ask for support when appropriate; take academic risks; and challenge themselves to learn.	Consistently supports all students to identify strengths, interests, and needs; set and pursue learning goals; ask for support when appropriate; take academic risks; problem-solve; challenge themselves; and monitor their own progress. Models this practice for others.

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<i>II-D-1. Respects Differences</i>	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. Performance on this indicator is of such a high level that it could serve as an example to educators in the school or district
<i>II-D-2. Maintains Respectful Environment</i>	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. Performance on this indicator is of such a high level that it could serve as an example to educators in the school or district

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

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

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

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

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

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

Littleton Public Schools

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

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

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 on a wide range of tasks such as implementing standards-based units and well-structured lessons, examining student work, analyzing student performance, and planning appropriate interventions.	Effectively leads peer collaboration in areas such as implementing standards-based units and well-structured lessons, examining student work, analyzing student performance, and planning appropriate intervention.

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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.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level that are critical to school improvement efforts.

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

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, within and beyond the classroom.

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

**SPECIALIZED INSTRUCTIONAL
SUPPORT PERSONNEL RUBRIC**

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Guide to Specialized Instructional Support Personnel (SISP) Rubric

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

Structure of the Specialized Instructional Support Personnel (SISP) Rubric

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

Use of the Specialized Instructional Support Personnel (SISP) Rubric

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

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

However, the expectation is that by the end of the evaluation cycle, educators and evaluators have gathered and shared a reasonable amount of evidence on every Indicator to support a rating for each Standard.

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Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

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

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

How to reference parts of the rubric:



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Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

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*



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Guide to Specialized Instructional Support Personnel (SISP) Rubric

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

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

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I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development ⁶	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.

⁶ “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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

Littleton Public Schools

Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

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

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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Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance



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Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

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.

Littleton Public Schools

Standards and Indicators of Effective Guidance Practice: Guidance Rubric

Guidance Rubric

Accompanies 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. learning objectives.

Indicator I-D. Systemic Planning and Delivery. Uses data to create a comprehensive school counseling program; develops and delivers a standards-based counseling curriculum; and promotes coherent delivery by fostering schoolwide involvement.

I-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-D-1. Strategic Planning for Systemic Delivery	Makes limited use of data in designing a plan for the delivery of a school counseling program; the plan is not systemic; and/or the plan does not include interventions designed to	May use some data to design a strategic plan for the systemic delivery of a school counseling program, but some aspects of the plan are not formulated with measurable outcomes or	Using district/school data, designs a measurable, strategic plan for the systemic delivery of a comprehensive school counseling program, including targeted interventions designed to	Using national, district, and school data, collaborates with relevant staff to design a measurable, strategic plan for the systemic delivery of a comprehensive school counseling program,

Littleton Public Schools

Standards and Indicators of Effective Guidance Practice: Guidance Rubric

	address inequities and close achievement gaps.	only minimally include interventions designed to address inequities and close achievement gaps.	address inequities and close achievement gaps.	including targeted interventions designed to address inequities and close achievement gaps. Is able to model this element.
I-D-2. School Counseling Curriculum	Develops a counseling curriculum that is minimally aligned to standards and/or student needs; does not deliver a curriculum that addresses students' academic/technical competencies, career/workplace readiness, and/or the personal/social skills necessary for success.	Develops a standards-based counseling curriculum that aims to support some students to develop academic/technical competencies, career/workplace readiness, and the personal/social skills necessary for success but delivery is inconsistent and/or some students' needs are not addressed.	Develops and delivers a standards-based counseling curriculum that supports all students in developing academic/technical competencies, career/workplace readiness, and the personal/social skills necessary for success in higher education, the workplace, and other post-secondary options.	Develops, delivers, and appropriately adjusts a standards-based counseling curriculum that empowers all students to develop academic/technical competencies, career/workplace readiness, and the personal/social skills necessary for success in higher education, the workplace, and other post-secondary options. Is able to model this element.

Littleton Public Schools

Standards and Indicators of Effective Guidance Practice: Guidance Rubric

<p>I-D-3. Coherent Delivery</p>	<p>Makes little or no attempt to foster schoolwide involvement in the design, planning and/or advancement of the school counseling program.</p>	<p>Makes limited attempts to foster schoolwide involvement in the design, planning and/or advancement of the school counseling program to ensure coherent delivery through the coordination of school counseling activities with academic curricula, classroom instruction, and services across grade levels.</p>	<p>Fosters schoolwide involvement in the design, planning, and advancement of the school counseling program to ensure coherent delivery through the coordination of school counseling activities with academic curricula, classroom instruction, and services across grade levels.</p>	<p>Leads schoolwide collaboration around the design, planning, advancement, and regular assessment of the school counseling program to ensure coherent delivery through school counseling activities that are coordinated with and inform academic curricula, classroom instruction, and services across grade levels. Is able to model this element.</p>
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Littleton Public Schools

Standards and Indicators of Effective Guidance Practice: Guidance Rubric

Accompanies 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-E. Student Services. Helps all students become college and career ready through academic, career, and post-secondary planning and knowledge-building that promotes equity and access; provides responsive services and supports transitions to reduce barriers that impact student achievement.

II-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-E-1. Academic Advising	Academic planning and advising is only available to few students, support is not customized to meet the needs of all students, and/or advising is not delivered in a timely manner to support students to meet course,	Inconsistently contributes to a college and career ready culture within the school by occasionally providing activities or strategies to support students to prepare for, participate in, and succeed in	Contributes to a college and career ready culture within the school by providing classroom activities, group counseling, or individual sessions that promote equity and access by supporting all students to	Facilitates a college and career ready culture within the school by providing a wide-range of effective activities, strategies, and interventions that promote equity and access through

Littleton Public Schools

Standards and Indicators of Effective Guidance Practice: Guidance Rubric

II-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
	grade, graduation, or post-secondary requirements.	rigorous academic programs; range of supports is limited and/or supports do not meet all students' needs.	prepare for, participate in, and succeed in rigorous academic programs.	customized support for all students to prepare for, participate in, and succeed in rigorous academic programs. Is able to model this element.
II-E -2. Transitions	Rarely contributes to development, coordination and implementation of strategies for grade-to-grade, school-to-school and school-to-post-secondary transitions for students, or contributions are ineffective.	Contributes to development and coordination of strategies for grade-to-grade, school-to-school and/or school-to-post-secondary transitions for some students, but implementation of transition strategies is incomplete.	Contributes to development, coordination and implementation of effective strategies for grade-to-grade, school-to-school and school-to-post-secondary transitions for all students. Assesses the effectiveness of	Leads development, coordination and implementation of effective transitions for all students in collaboration with colleagues, administrators, families, higher education institutes, and/or workforce

Littleton Public Schools

Standards and Indicators of Effective Guidance Practice: Guidance Rubric

II-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
			transition planning in positively impacting student achievement.	development specialists. Is able to model this element.
II-E-3. Post-Secondary Planning	Provides students with limited or no exposure to post-secondary options; provides minimal feedback on students' post-secondary plans; and/or ineffectively or rarely utilizes career assessment techniques to assist students in identifying career abilities and interests.	Provide some students with exposure to a limited variety of post-secondary options; provides occasional feedback on some students' post-secondary plans; and inconsistently utilizes career assessment techniques to assist students in identifying career abilities and interests.	Provides all students with timely exposure to a wide range of post-secondary options; regularly provides feedback on all students' post-secondary plans; and utilizes various career assessment techniques to assist students in understanding and developing their career abilities and interests.	Creates engaging opportunities that successfully lead all students to consider a wide range of post-secondary options; regularly provides feedback on all students' post-secondary plans; and utilizes various career assessment techniques to assist students in understanding and developing their career

Littleton Public Schools

Standards and Indicators of Effective Guidance Practice: Guidance Rubric

II-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
				abilities and interests. Is able to model this element.
II-E-4. College Planning <i>If applicable</i> ^[9]	Provides minimal or ineffective assistance in understanding the college and career application and admissions processes; rarely includes information about college costs, financial aid, scholarships and/or internship/apprenticeship processes and opportunities.	Provides some assistance in understanding the college and career application and admissions processes, but may not support all students, and/or the range of information about college costs, financial aid, scholarships and/or internship/apprenticeship processes and opportunities is limited or	Provides timely assistance to all students in understanding the college and career application and admissions processes, including information about college costs, financial aid, scholarships, and/or internship/apprenticeship processes and opportunities.	Provides timely and ongoing assistance to all students in navigating and completing the college and career application and admissions processes; supports students in addressing college costs with assistance in applying for financial aid and scholarships, grants, or other funding sources. Proactively connects students with

Littleton Public Schools

Standards and Indicators of Effective Guidance Practice: Guidance Rubric

II-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
		not provided in a timely fashion.		internship/ apprenticeship opportunities. Is able to model this element.
II-E-5. Responsive Services	Rarely uses evidence-based counseling theories and techniques or relies on outdated practices to deliver short term counseling interventions to resolve immediate conflicts/problems, intervene in school-specific situations that disrupt learning, and/or respond to crisis events.	Delivers short term counseling interventions to resolve immediate conflicts/problems, intervenes in school-specific situations that disrupt learning, and/or responds to crisis events, but the counseling interventions may not be evidence-based and/or utilized in all situations.	Seeks out and implements evidence-based counseling theories and techniques to deliver short term counseling interventions to resolve immediate conflicts/problems, intervene in school-specific situations that disrupt learning, and respond to crisis events. Assesses the effectiveness of	Seeks out, implements, and continuously refines evidence-based counseling theories and techniques to deliver short term counseling interventions, intervene in school-specific situations that disrupt learning, and respond to crisis events. Collaborates with colleagues,

Littleton Public Schools

**Standards and Indicators of Effective Guidance Practice:
Guidance Rubric**

II-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
			interventions and responses in positively impacting student achievement.	administrators, and families in assessing the effectiveness of interventions and responses in positively impacting student achievement. Is able to model this element.

The parties execute this agreement by affixing the signature(s) of the duly authorized representative(s) of each.

LITTLETON EDUCATORS' ASSOCIATION


KELLI HARTE, President
MICHAEL GILLEN
MICHELLE BARTH
JENNIFER GOFF
JESSICA SCHOFFEL
CHRISTINA BURNDRETT
KATHERINE MCCOOK
ELIZABETH KELLEY

LITTLETON SCHOOL COMMITTEE

JUSTIN MCCARTHY, Chair
JEN GOLD
BRAD AUSTIN
BINAL PATEL
STACY DESMARAIS
ELAINE SANTELMANN
KELLY CLENCHY, Superintendent


School Committee Chair


Date


Littleton Educators' Association President


Date

LITTLETON PUBLIC SCHOOLS

ADDENDUM TO ADDRESS TERMS AND CONDITIONS OF EMPLOYMENT FOR NEWLY ACCRETED POSITIONS OF OT, PT AND BCBA (“POSITIONS”)

The Littleton Education Association and the Littleton School Committee agree that effective with the ratification of this Addendum, all provisions of the current CBA for the period of September 1, 2023 - August 31, 2026 will apply to the Positions, except as outlined in this Addendum.

CONTINUING EMPLOYMENT RIGHTS

ARTICLE XVIII. EVALUATION, Section B (page 21). Add new subsection 3 and renumber remaining subsections.

B. EMPLOYEE DISCIPLINE AND JUST CAUSE. Add new section as follows:

1. The evaluation procedures do not preclude an administrator from using employee discipline to deal with a situation in which the superintendent determines that a unit member's actions are unacceptable. Progressive discipline will be followed (i.e., oral reprimand, written reprimand, suspension without pay, dismissal), unless the superintendent determines that the seriousness of the unit member's actions warrants initiating discipline beyond an oral reprimand.
2. No unit member will be reprimanded, suspended, terminated or otherwise disciplined without just cause. Suspensions pursuant to Massachusetts General Laws, Chapter 268A, Section 25 shall not be subject to the grievance and arbitration procedure. The failure to renew the contract of a teacher without professional status or failure to renew appointment of stipendiary position is not subject to grievance or arbitration except as provided in Section 5.3.
3. *Notwithstanding the provisions of ARTICLE XVIII. Sections 1 and 2 above, the employment rights of employees who are not subject to the provisions of Massachusetts General Laws, Chapter 71, Sections 41, 42, and/or 42D shall be as set forth below:
 - a) Employees remain subject to annual appointment through the first three (3) consecutive school years of employment, with notice to be provided in writing by June 15 whenever the employee is not to be employed for the next school year. During each school year of annual appointment, after a ninety-day probationary period during year one, the employee may be dismissed midyear only after notice of the reasons therefore and an opportunity to meet with the Superintendent.
 - b) After completing three (3) consecutive school years of employment, absent notice of nonrenewal by June 15, the employee will attain Continuing Employment Rights (hereinafter referred to as “CER”), meaning that the employee will be subject only to dismissal for just cause. (See also layoff pursuant to Article XVII, Section I.)

-
- c) Initial Transition Period Following Accretion. Employees who were already employed by the District at the time the Positions were accreted into the Unit A shall not attain CER until the District has had the opportunity to complete two one-year evaluation cycles using the protocols for years 2 and 3 under a “Developing Educator Plan” and in accordance with the evaluation process set forth in Article XVIII, Section A. (As the District began using this process effective with the 2023-2024 school year, absent notice of nonrenewal by June 15, 2025, these employees will attain CER effective with the 2025-2026 school year.)
 - d) Failure to renew the appointment of an employee without CER and/or the mid-year dismissal of an employee without CER will not be subject to arbitration under the provisions of Article XXI.

*The intention of this new Subsection 3 is to mirror the provisions Massachusetts General Laws, Chapter 71, Sections 41, 42, and/or 42D. Thus, in the event of an amendment to one or all of these statutes, the parties will meet to negotiate any changes to Subsection 3 that may be necessary to fulfill this in intention.

Renumber the current section “3” as “4.” There is no change in content.

ARTICLE XVIII. EVALUATION, Section A (page 21)

- A. **TEACHER EVALUATION** – Employees in the Positions will be evaluated using the process set forth in Appendix F. The Rubrics applicable to specialized providers such as School Psychologists and Speech and Language Pathologists will be used.

ARTICLE XVII. GENERAL. Section I (Layoff) (page 19). This language applies to employees with PTS status and will be extended to also apply to employees with CER. Given the transition associated with the accretion of the Positions, Section I, Item 8 will be applied as follows:

- 8. Teachers eligible for recall pursuant to this section shall include PTS and CER teachers and teachers who have completed their third year of consecutive service without being non-renewed for performance or related reasons pursuant to Article XVIII, Section G, provided that the employees who were in Positions at the start of the 2023-24 school year will be eligible for recall so long as they complete the 2024-2025 school year without receiving notice of non-renewal as provided in Article XVIII, Section B.3.(c).

COMPENSATION

ARTICLE III. Section A, Salary (page 4 and Appendix)

Employees currently in the Positions will transition to the teacher salary schedule, with initial placement in the column that reflects their “training” attainment under Section F, at a step that is closest to the individual’s salary that was in effect at the start of the 2023-2024 school

year and provides an increase. Thereafter, employees will progress on the steps in accordance with the provisions of Article III, Section B.

Note: Employees in the Positions received a 3% increase at the beginning of the 2023-24 school year, which is thus built into the initial step placement.

Note: This transition to the Salary Schedule supersedes the provisions of Article III, Section C (Experience), which reads as follows:

Full credit shall be given for previous teaching experience. Experience shall be determined to the nearest number of whole years of teaching experience in Littleton schools or other schools in which the experience is in the judgment of the superintendent deemed to contribute to the teacher's proficiency. Fractions of a school year equal to or greater than one-half shall be considered a whole year.

ARTICLE III. SECTION D. LONGEVITY (page 5)

The longevity language will apply to the Positions. For the purpose of calculating length of service, employees will be given credit for years in the position within the District as well as “years in the profession” as defined in Section D. *[For reference: Section D limits such credit to years employed in a private or public school.]*

DUTY FREE TIME

ARTICLE IV. TEACHING HOURS AND TEACHING LOAD, Section C.6 (Duty Free Time) (page 9).

Employees in the Positions develop their schedules in consultation with the Principal/Special education department using time increments associated with providing services/consultation in accordance with student IEPs. Thus, while employees in the Positions will receive 45 minutes (prorated based upon FTE) per day that is duty free, these minutes will not always fall within a 45 minute contiguous “period,” but will be scheduled in increments of no less than 20 minutes. (For example, if an employee has a 20-minute period of duty-free time, the second period that day will be 25-minutes in length.)

Contract language is included for reference only is as follows: *The School Committee and LEA acknowledge the importance of providing adequate duty-free time to teachers during the regular school day. All teachers shall have a duty-free lunch period not less than 20 minutes at least equal to that of one sitting of the students, which shall be in addition to the duty-free time mentioned below. At the high school and the middle school, each teacher shall be given a minimum of one duty-free period a day. Elementary teachers and itinerant teachers will receive a daily 45-minute duty-free period on each full school day for students and will receive a prorated preparation period on partial days for students. Duty-free time will be prorated according to FTE equivalency. Time spent traveling between buildings by itinerant teachers will not be considered duty-free time.*

LEAVES

ARTICLE IX (page 13)

Section A. Employees in the Positions will be permitted to carry over any leave days previously accrued as a District employee but not used prior to the date of ratification of this Addendum.

Section C. Employees in the Positions will be eligible to participate in the sick leave bank after completing one year of service as a member of Unit A.

OTHER

ARTICLE II. RECOGNITION

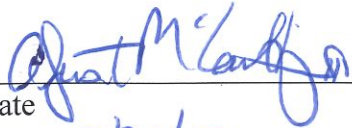
Part A, second paragraph. Revise as follows:

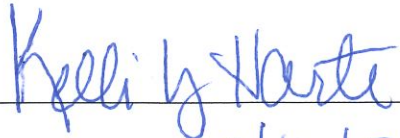
Unit A: All professional employees of the public schools of the town of Littleton except the superintendent, assistant superintendent, director of business, coordinator of technology, ~~occupational therapists, physical therapists~~, director of management services, all principals and assistant principals, coordinator of support services, administrator of special education, substitute teachers, physicians, and dietitians, ~~BCBA~~, PPS Director, Director of Curriculum, Out of District Coordinator, Special Education Administrators.

This Addendum, having been ratified by the parties, is hereby signed and sealed by their duly authorized representatives. Its provisions shall take effect as of the date of ratification by both parties. The parties recognize and agree that all proposals/counterproposals regarding the Addendum not embodied herein have been withdrawn.

For Littleton School Committee:

For Littleton Educators' Association:


Date 10/26/23


Date 11/16/23