

# **AGREEMENT**

**between the**

**LYNN SCHOOL COMMITTEE**

**and the**

**LYNN TEACHERS UNION  
LOCAL 1037, AFT, AFL-CIO**

**OCCUPATIONAL THERAPISTS  
PHYSICAL THERAPISTS  
CLINICIANS  
BEHAVIORAL SPECIALISTS  
RECREATIONAL THERAPISTS**

**and**

**ASSISTANTS**

**2022-2023**

**2023-2024**

**2024-2025**

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## **ARTICLE I**

### **UNION RECOGNITION, JURISDICTION, AND DEFINITIONS**

#### **A. Union Recognition**

The Lynn School Committee recognizes the Lynn Teachers Union, Local 1037, American Federation of Teachers, AFL-CIO as the exclusive bargaining representative for all occupational therapists, (OT) physical therapists (PT), recreational therapists, clinicians, behavioral specialists (BCBA), physical therapist assistants (PTA), occupational therapist assistants (COTA), registered behavior technicians (RBT), ASL educational interpreter assistants (ASL), speech and language pathologist assistants (SLPA) and other classifications which involve related therapeutic activity.

#### **B. Jurisdiction**

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed by present, or modified by new processes or equipment.

#### **C. Definitions**

The term "school" as used in this Agreement means any work location or functional division maintained by the School Department.

The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.

The term "therapist, clinician, behavioral specialist, PTA, COTA, RBT, ASL, and SLPA" and the term "person or employee" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Article I.

The term "Committee" as used in this Agreement shall be understood to mean the School Committee of the City of Lynn, a public body organized under the applicable provisions of the Constitution of the Commonwealth, the General Laws of said Commonwealth as amended, and the City Charter of the City of Lynn, a political subdivision of said Commonwealth and functioning in accordance with the applicable laws, rules, and regulations as have been adopted, promulgated, or amended by said Commonwealth or City.

The term "Superintendent" as used in this Agreement shall be understood to mean the person holding the position of Superintendent of Schools of the Lynn School Department.

The term "Administration" or "The Administration" shall be understood to mean the same as Superintendent, Deputy Superintendent and Human Resource Manager.

The term "parties" as used in this Agreement refers to the Committee and the Union as participants in this Agreement.

The term "Union representative" as used in this Agreement means any qualified designee of the Union.

Wherever the singular is used in this Agreement it is to include the plural.

Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

## **ARTICLE II**

### **COMMITTEE RIGHTS CLAUSE**

#### **Section A.**

It is agreed that the School Committee of the City of Lynn, hereinafter called "The Committee" or "The Lynn School Committee," is a public body established under, and with powers provided, by the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from, or impair any right, duty, or privilege, conferred upon the Committee by statute or by any rule or regulation or an applicable agency of the Commonwealth of Massachusetts.

#### **Section B.**

Except as otherwise provided in this Agreement, or as otherwise provided in any law or rule or regulation promulgated under law, the School Committee acting through its Superintendent and/or other administrative representatives, shall exercise its functions, duties, and responsibilities in such manner as may be prescribed by such law or laws as may now or subsequently be in effect.

Among the functions, duties, and responsibilities included, but not limited thereto nor wholly inclusive, shall be the following: to hire, promote, transfer, assign, and retain employees within the Lynn Public Schools and to suspend, discharge, or take such other disciplinary action as may be provided for by law.

### Section C.

The failure of the Committee to exercise any right or power hereby reserved to it, or the exercise by it of any such right in a particular manner shall not be deemed a waiver nor a restriction of any such exercise of rights.

### Section D.

The Committee retains all powers, rights, duties, and authority which it had prior to entering into this Agreement except those matters agreed to herein.

### Section E.

The Committee designates the Superintendent as its agent in all matters pertaining to this Agreement.

## ARTICLE III COMPENSATION

### A. Basic Salary Schedules

1. The salaries and differential of the members of the bargaining unit are set forth in Appendices A 1-3 and Appendices B 1-3 which are attached to and made a part of this Agreement.
2. The salary schedule represents compensation for a 180 day work year
3. The parties have agreed to the scheduling of five (5) professional development days in each of three years covered by this agreement. Each year, three (3) of the professional development days prior to the start of student attendance will be compensated at a rate of one thousand dollars (\$1,000.00) per day for each employee present.

The additional two (2) staff development days shall be compensated at the rate of 1/180<sup>th</sup> of each individual's total salary per day. These two (2) days shall be scheduled between the first day of student attendance and the last day of student attendance. They shall not be scheduled for weekends, holidays or vacation periods. \*Students will not be in attendance on professional development days.

No meetings voluntary or other shall be scheduled prior to the first staff development day unless negotiated.

Such compensation shall be payable on or before July 1<sup>st</sup>.

### B. Compensation for Advanced Degrees

Differentials for Therapists with the following Degrees shall be set forth in the attached appendices:

Bachelors	Masters +30 or ASHA Cert.
Bachelors +15	Masters +45
Bachelors +30	Masters + 60
Masters	Doctorate
Masters +15	

Differentials for Assistants shall be as set forth in the attached appendices:

Assoc. Degree + 20 Credits	Cert + 30 towards Therapy Degree
PTA, COTA, RBT, ASL or SLPA Certificate	Cert + 45 towards Therapy Degree
Cert + 15 towards Therapy Degree	Bachelors Step

Associate's and Bachelor's Degrees in Therapy must be from an accredited institution

### C. Career Increments

Career increments for occupational therapists, physical therapists, recreational therapists, clinicians, behavioral specialists shall be granted as follows:

Effective 2022-2023 and 2023-2024 school years, career increments shall be granted as follows:

4%	5 years	11 <sup>th</sup> step	Masters +30
6%	10 years	11 <sup>th</sup> step	Masters +30
8%	15 years	11 <sup>th</sup> step	Masters +30
12%	20 years	11 <sup>th</sup> step	Masters +30
14%	25 years	11 <sup>th</sup> step	Masters +30
17%	30 years	11 <sup>th</sup> step	Masters +30

Effective 2024-2025 school year, career increments shall be granted as follows:

4%	5 years	12 <sup>th</sup> step	Masters +30
6%	10 years	12 <sup>th</sup> step	Masters +30
8%	15 years	12 <sup>th</sup> step	Masters +30
12%	20 years	12 <sup>th</sup> step	Masters +30
14%	25 years	12 <sup>th</sup> step	Masters +30
17%	30 years	12 <sup>th</sup> step	Masters +30

Career increments for the PTA, COTA, RBT, ASL or SLPA shall be granted as follows:

4%	5 years	Working Foreman's salary	step 3
6%	10 years	Working Foreman's salary	step 3
8%	15 years	Working Foreman's salary	step 3
12%	20 years	Working Foreman's salary	step 3
14%	25 years	Working Foreman's salary	step 3
17%	30 years	Working Foreman's salary	step 3

Career increments shall be paid effective in September following the completion of years of service in the Lynn School System. Creditable years are cumulative, not necessarily consecutive.

For career increment purposes, members of the bargaining unit serving more than one-half (1/2) school year will receive credit for that year of service.

**D. Method and Time of Salary Payment**

1. Salaries shall be paid in forty-two (42) weekly installments, starting with the second week of the school year in September, and continuing until the payment of the forty-second installment. All installments shall be paid before June 30<sup>th</sup>. If a bargaining unit member leaves or dies during the school year, they or their estate shall be entitled to a prorated share based on their period of service in relation to the number of days schools are in session during the school year, minus the compensation already paid.

The annual salary including career increments, differentials, and advanced degrees shall be divided by 180 and multiplied by the appropriate number of days.

2. LUMP SUM OPTION: A therapist may choose by May 1 to be paid the following school year, in forty-two (42) weekly installments, with the first forty two (42) installments equivalent to 1/52<sup>nd</sup> of annual salary and the 43<sup>rd</sup> payment equal to 10/52<sup>nd</sup> of annual salary. For each subsequent year a therapist has until May 1 to request this option for the following school year.

**E. Anniversary Date**

For purpose of salary payment, members of the bargaining unit serving more than one-half (1/2) school year will advance a step on the salary schedule each September.

**F. Work Before and/or After the Regular School Year**

Any bargaining unit member required to work before and/or following the close of the school year shall be compensated at the same rate of salary which they receive during the school year, such payment to be based upon an hourly, daily, or weekly rate, whichever is applicable.

**G. Itemized Payroll Deductions**

A statement of weekly payroll deductions shall be provided to each employee.

**H. Mileage Allowance**

Traveling employees covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed the IRS rate published annually on September 1<sup>st</sup>.

Mileage allowances shall be payable on or before July 1<sup>st</sup>.

Mileage stipends will be paid as salary and reported on W2 form.

**I. Placement on the Salary Schedule**

Members of the bargaining unit shall be placed on the salary schedule at the step appropriate for training and creditable years of experience.

**J. Hourly Rates of Pay**

Fifty dollars (\$50.00) per hour shall be the rate of pay for therapists of summer school and evening school. Other assignments shall be paid at the hourly rate of fifty dollars (\$50.00) per hour.

Forty-seven dollars (\$47.00) per hour shall be the rate of pay for assistants of summer school and evening school. Other assignments shall be paid at the hourly rate of forty-seven dollars (\$47.00) per hour.

**K. Job Preference**

Members of the bargaining unit shall have a job preference on all bargaining unit positions beyond the regular school day or school year. On-site employees shall have first preference for positions designated for that specific school population.

Seniority based on consecutive years of experience in the Lynn School Department, certification, and ability to perform shall govern all assignments.

**L. Lead and Supervising Therapist Stipend**

Lead therapists shall receive a two thousand dollar (\$2,000.00) stipend annually and supervising therapists shall receive a one thousand dollar (\$1,000.00) stipend annually. Said stipends shall be issued in January (50%) and June (50%).

#### **M. Caseload and Overload Differentials**

Bargaining Unit Employees shall receive an automatic overload differential at the end of each of the following school year.

- a. 2022-2023: \$1,750.00
- b. 2023-2024: \$1,750.00

The parties will continue to negotiate caseload maximums and terms by January 1, 2023. The negotiated maximums and overload differentials will be implemented in the 2024-2025 school year.

#### **N. Bilingual/Biliterate Stipend**

Active employees and new employees who are certified or deemed to be bilingual/biliterate via an Employer approved certification process and/or test shall receive an annual stipend of one thousand dollars (\$1,000.00).

#### **O. Alumni Hiring Incentive**

New employees shall be credited with one (1) step if they are graduates of Lynn Public Schools.

### **ARTICLE IV FRINGE BENEFITS**

#### **A. Health Insurance**

The City of Lynn shall provide seventy-five percent (75%) of the cost of health insurance as adopted by the City under Chapter 32B of the General Laws of the Commonwealth.

The current City policy for retirees shall remain in force.

The City of Lynn shall provide a pre-tax deduction of insurance premiums in accordance with Section 125 of the Internal Revenue Code.

#### **B. Life Insurance**

The City of Lynn shall provide seventy-five percent (75%) of the cost of a ten thousand dollar (\$10,000.00 life insurance policy as adopted by the City under Chapter 32B of the General Laws of the Commonwealth.

The current City policy for retirees shall remain in force.

#### **C. Pension**

The parties agree that all provisions of the Municipal Employees Pension Plan or the Massachusetts Teachers Retirement System shall be made a part of this Agreement.

#### **D. Tax-Free Annuity**

1. Employees shall be allowed to take advantage of the federal law concerning tax-free annuities.
2. Such employees may join an approved company in September. Increases may be made in September or January. Decreases will be accepted at any time.

#### **E. IRA Accounts**

Employees shall be allowed to take advantage of the federal law concerning tax-free IRA Accounts through payroll deductions to a bank or financial institution of their choice. The Committee will request the Treasurer of the City of Lynn to deduct and submit said sums as specified.

#### **F. Workers' Compensation**

Employees shall be included under the provisions of the Workers' Compensation Law.

An employee who is absent because of a personal injury arising out of or in the course of their employment shall be paid full pay during the statutory period of exemption, without loss of personal sick days. Following the period of the statutory exemption, Workers' Compensation Disability Allowance shall be paid. Employees eligible for Workers' Compensation shall be allowed to draw upon sick leave benefits until weekly compensation is paid. Requests are to be made with the Human Resource Manager.

Upon request, the employee may be able to draw from sick leave benefits to make up the difference between the Workers' Compensation coverage and their weekly salary.

Upon presentation of medical bills, each employee shall be reimbursed by the Committee for all medical expenses, to the extent that such expenses are not already covered by the Committee.

## **G. Annual Redemption of Sick Leave**

An employee who has used fewer than a total of five (5) sick days for the school year may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

Annual Sick Days	Sick Days Used	Available Redemption
15	0	5
14	1	4
13	2	3
12	3	2
11	4	1
10	5	0

Prior to the close of school in June of each year, the School Department will notify each qualifying employee of the number of days they may redeem. Such compensation shall be included in the last paycheck of the regular school year.

Unredeemed sick days will be accumulated in the same manner provided in Article VII, Section A.

## **ARTICLE V WORKING CONDITIONS**

### **A. Duty-Free Lunch Period**

Every member of the bargaining unit shall be provided with at least a thirty (30) minute duty-free lunch period.

### **B. Length of School Day and School Year**

1. The regular term of all day schools shall constitute not more than 180 instructional days and five (5) additional non-instructional days for professional development purposes. The first three (3) professional development days shall be prior to the first day of student attendance. The two (2) additional staff development days shall be scheduled between the first day of student attendance and the last day of student attendance. Staff who are present for the first three (3) additional non-instructional days beyond the two (2) for professional development purposes shall be compensated at a rate of one thousand dollars (\$1,000) per day in lieu of the 1/180<sup>th</sup> rate for staff. There will be a minimum of three (3) additional professional development days in school years 2022-2023, 2023-2024, and 2024-2025. This change shall end school year 2024-2025. \*Students will report to school the Wednesday after Labor Day and continuing into the month of June until the school term is completed.

During the school year 2022-2023, school will be suspended on Saturdays and Sundays; September 5, 2022; October 10, 2022; November 11, 2022; Half day prior to Thanksgiving (November 24, 2022) until the following Monday; Half day Friday, December 23, 2022 through Monday, January 2, 2023; January 16, 2023; February 20-24, 2023; Friday, April 7, 2023; April 17-21, 2023; May 29, 2023; \*June 19, 2023 \*as long as school is in session.

During the school year 2023-2024, school will be suspended on Saturdays and Sundays; September 4, 2023; October 10, 2023; November 10, 2023; Half day prior to Thanksgiving (November 23, 2023) until the following Monday Friday, December 22, 2023 through Monday, January 1, 2024; January 15, 2024; February 19-23, 2024; Friday, March 29, 2024; April 15-19, 2024; May 27, 2024; \*June 19, 2024 \*as long as school is in session.

During the school year 2024-2025, school will be suspended on Saturdays and Sundays; September 2, 2024; October 14, 2024; November 11, 2024; Half day prior to Thanksgiving (November 28, 2024) until the following Monday; Friday, December 20, 2024 through Wednesday, January 1, 2025; January 20, 2025; February 17-21, 2025; Friday, April 18, 2025; April 21-25, 2025; May 26, 2025; \*June 19, 2025 \*as long as school is in session.

2. The school day for members of the bargaining unit shall be defined as a six (6) hour fifteen (15) minute day for elementary schools and a seven (7) hour day for secondary schools. Employees shall be at their assignment at least fifteen (15) minutes before the start of school and shall remain at their assignment fifteen (15) minutes beyond the end of the school session.

3. Prior to the start of each school year, the Superintendent, or their designee, shall distribute to all employees a list of all district schools with the following information:

- A. Starting time of the student day
- B. Starting time of the therapist day (15 minutes prior)
- C. Ending time of the student day
- D. Ending time of the therapist day (15 minutes later)



School	Therapist & Student Start Time	Late Bell	Student Dismissal Time	Therapist Dismissal Time	Student Half Day Dismissal Time	Therapist Half Day Dismissal Time
Early Elementary	7:45 a.m.	8:00 a.m.	1:45 p.m.	2:00 p.m.	10:45 a.m.	11:00 a.m.
Late Elementary	8:15 a.m.	8:30 a.m.	2:15 p.m.	2:30 p.m.	11:15 a.m.	11:30 a.m.
Marshall & Pickering Middle	7:45 a.m.	8:00 a.m.	2:30 p.m.	2:45 p.m.	11:45 a.m.	12:00 p.m.
Fecteau-Leary	7:45 a.m.	8:00 a.m.	2:05 p.m.	2:20 p.m.	11:45 a.m.	12:00 p.m.
Breed Middle	7:30 a.m.	7:45 a.m.	2:15 p.m.	2:30 p.m.	11:15 a.m.	11:30 a.m.
High Schools	7:45 a.m.	8:00 a.m.	2:30 p.m.	2:45 p.m.	11:45 a.m.	12:00 p.m.

4. The Committee may adjust the hours of the school day provided the number of hours are not increased and no regular school session begins before 7:45 a.m. or extends after 3:00 p.m.

If it becomes necessary to begin any regular school session before 7:45 a.m. or extend it after 3:00 p.m., this will not be done without consultation with and agreement of the Union.

5. Employees may leave the building during the school day with the approval of the school principal, provided however, that employees may leave the building during their lunch period, giving notice to the office upon leaving, and upon return.

#### **C. After School Meetings**

1. The parties agree that attendance at three (3) PTA meetings or Open Houses shall be required. Employees serving in more than one (1) school building shall not be required to attend more than three (3) meetings. The employee and respective school principals shall arrange an appropriate visitation schedule at alternating sites. The employee will be available for all students under their supervision. Attendance at additional PTA meetings shall be by mutual agreement between the faculty and the principal.

2. Conferences with parents shall be conducted at the close of the school day by prior arrangement between the parent and the employee.

3. Employees may be required to attend up to ten (10) staff, department and/or curriculum meetings each year.

4. Staff or department meetings shall be held at reasonable intervals at the discretion of the principal. Advance notice of such meetings shall be provided at least forty-eight (48) hours prior to the meeting except in an emergency.

5. All meetings shall not exceed one (1) hour beyond the close of school.

#### **D. Seniority**

1. Seniority is defined as length of continuous service in the Lynn School System. Periods of service divided by a break due to resignation or termination shall not be added together to determine seniority.

2. The School Department shall prepare a seniority list which indicates the date on which all members of the bargaining unit earned seniority.

3. A member of the bargaining unit, first employed after September 1, 1997, in a position for which they do not possess the required certification shall not accrue seniority status. All members of the bargaining unit employed prior to September 1, 1997, shall be grandfathered. For the purpose of this section, employment shall mean the first day of active service.

4. Service of sixty (60) school days in succession while certified in that position prior to the close of the school year shall be required. In the event that less than sixty (60) school days have been achieved prior to the expiration of the school year and provided that the employee is reappointed to a position which they are certified starting the first day of school in the succeeding year, then the prior year's service may be included in the calculation of the sixty (60) school days of successive service.

#### **E. Assistant to Therapist Pipeline**

The Employer shall create and maintain an assistant to Therapist program to support non-professional bargaining unit members (PTA, COTA, etc.) in the pursuit of positions as licensed therapists.

1. Bargaining unit employees shall be entitled to take an unpaid leave of up to one (1) year in order to pursue their certification as a licensed therapist and shall not have their seniority date impacted by such a leave.

2. Bargaining unit employees who move into a licensed therapist position in the Lynn Public Schools shall maintain their years of service earned during their time as a therapy assistant for the purposes of seniority and salary scale placement.

#### **F. Reduction in Force**

##### **For Physical, Occupational and Recreational Therapists, Clinicians, and Behavioral Specialists:**

During times of financial hardship or restructuring, the parties desire to have a systematic approach to reductions in force. The following reflects the shared values of the parties.

1. Phase 1: In accordance with Massachusetts General Laws, the Employer shall layoff all non-professional status therapist(s) within the applicable certification prior to layoffs of any professional status therapist(s).
2. Phase 2: In the event the Employer needs to layoff a professional status therapist(s), the Employer shall identify all possible employees (within applicable certification) and layoff the employee with the least number of points according to the following rubric below. If two employees have the same number of points, said employees shall be considered equal and seniority shall be the determining factor.

<b>CRITERIA</b>	<b># OF POINTS</b>
<b>Years of Service</b>	1 point per year of service
<b>Evaluations</b>	
Last 3 summative evaluations	1 point for each summative evaluation of proficient or above (Maximum Total 3)
Standards	1 point for each proficient or above assessment on standards (Maximum Total 12)
<b>Discipline (within last 3 years)</b>	
0 infractions	2 points
1 minor infraction	1 point
More than 1 minor infraction or serious infraction resulting in a suspension	0 points
<b>Documented Contributions to School Community (within last 3 years, 1 point per year, 3 points max)</b>	
Giving Professional Development or Stipend Positions or volunteering for a committee (building representatives and union officers will be given a point for their service)	1 point per year
<b>Absences (excluding personal days and bereavement leave) – last 3 years</b> Extended parental leave, family leave, or medical leave counts as 1 instance	
Average of 0 - 2 days	3 points
Average of 3 - 4	2 points
Average of 5 - 6	1 point
Average Greater than 6	0 points

3. Phase 3: In the event the person(s) with the lowest point level is identified for layoff and holds a certification in a different area, that individual shall have the right to bump an employee in that secondary certification area. When this occurs, the Employer shall complete “Phase 2” again where applicable.

##### **For Therapist Assistants: PTA, COTA, RBT, ASL and SLPA**

In the event of a cut back in programs, employees shall be terminated on the basis of seniority; the employee with the least seniority being the first to be laid off. Assistants to the therapists shall be permitted to exercise their seniority rights to replace an assistant with less seniority within certification.

4. Any laid off member of the bargaining unit shall be placed on a recall list with a copy made available to the Union.
5. A member on layoff shall be recalled in order of seniority to a position within the bargaining unit for which they are certified before any new employee is hired.

6. An employee in the bargaining unit who is laid off because of lack of work and who is recalled within five (5) years shall regain the seniority and shall be credited with the accumulated sick leave to which they were entitled at the time they were laid off.
7. Employees on layoff shall be allowed to retain their health insurance coverage at group rates provided that the employee will assume one hundred percent (100%) of the cost as adopted by the City.
8. Employees on layoff shall receive prior notice of the time and place of postings. A member on layoff must fully exercise their seniority rights at the time of posting of available positions. Failure to do so shall be a termination of seniority rights.
9. The School Committee agrees that it shall not contract out any positions or jobs performed by members of the bargaining unit.

#### **G. Discharge**

An employee shall not be discharged except for just cause. The required notice of termination is thirty (30) days.

#### **H. Evaluation**

The document entitled "Lynn Educator Evaluation System" shall be the evaluation system used by the parties, be attached hereto as Appendix D and made part of this agreement.

1. All observations of performance shall be conducted personally and with full knowledge of the employee and with prior notice. Prior notice shall be at least one (1) school day and not more than five (5) school days before the observation is to occur. If the evaluator does not evaluate within the aforementioned parameters the prior notice must be repeated.
2. The principal in each building or the Superintendent's designee shall be responsible for the evaluation of all employees assigned to the building.
3. When employees are observed by more than one (1) evaluator, they shall be advised by the principal or the Superintendent's designee of the exact division of such responsibility.
4. No adverse comments shall be given by evaluators in the presence of others.
5. The evaluator shall meet with the employee to discuss the evaluation report and to render constructive assistance. A copy of the evaluation report shall be given to the employee upon request. The employee shall have the right to make a written reply which shall be attached to the evaluation report.
6. After discussion, the employee shall sign the report, but said signature does not necessarily indicate agreement with the contents.
7. If the evaluation report is the basis for a discharge procedure, it shall be subject to the grievance and arbitration procedure.
8. A copy of the evaluation report will be shared on a digital platform and available for review at any time.
9. After three (3) years, an employee may have all negative material removed from their file and destroyed, provided there is no reoccurrence.

#### **I. Personnel Files**

1. Employee files shall be maintained under the following circumstances:
  - a. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files by an administrator unless the employee is sent a dated copy at the same time.
  - b. The employee shall have the right to submit a response to the statement. The employee's answer shall also be included in the file.
  - c. Upon request, an employee shall be given access to their file within twenty-four (24) hours.
  - d. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in their file.
2. Reports kept by Administrators at the school level are subject to the same provisions as official personnel files.
3. Official grievances filed by any employee under the grievance procedure as outlined in this Agreement shall not be placed in the personnel file of the employee; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

#### **J. Therapist Substitute Pay**

Substitute therapists and assistants shall be paid one hundred dollars (\$100.00) a day. Starting with the twenty-first (21<sup>st</sup>) day in one assignment, a substitute therapist will be paid in accordance with the regular schedule, determined by a vote of the School Committee on the Superintendent's recommendation after consideration of the substitute's training and experience.

#### **K. Preparation Time**

All members of the therapist bargaining unit shall be guaranteed no less than five (5) forty (40) minute periods of preparation time per week. Preparation periods will not be scheduled on the same day. The possibility of additional preparation time may be available.

All preparation time is defined as unassigned individual work time.

**L. School Facilities**

The Lynn Public Schools remain committed to providing and maintaining healthy and safe working and learning conditions, and to initiating and maintaining operating practices that will safeguard employee and student health and safety.

**M. Safety and Health Standards**

1. The School Department shall conform with all Massachusetts safety laws.
2. Primary grades (K-3) should be located in the classrooms on the first floor of school buildings wherever possible.
3. The school administration and the school committee representatives shall meet with the Union to discuss safety concerns up to two (2) times per year.

**N. Assistance in Assault Cases**

1. Principals shall report all cases of assault suffered by members of the bargaining unit, in connection with their employment, to the Superintendent of Schools.
2. Whenever it is alleged that an employee has assaulted a person or that a person has assaulted an employee, the principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the employee for relevant information in the Committee's possession not privileged under law concerning the person or persons involved.

## **ARTICLE VI PROMOTIONS, TRANSFERS AND VACANCIES**

**A. Promotions**

1. When vacancies occur, other than therapists, notice of such vacancies shall be posted electronically.
2. Qualifications, requirements, duties, salary, and other pertinent information should be set forth.
3. Applications will be submitted electronically from the personnel who believe themselves qualified by reason of experience, training, capacity, and general ability to execute proficiently all the demands of the position.
4. As to positions within the bargaining unit, where factors specified in items 2 and 3 above are the same among a number of candidates, seniority in the Lynn School Department may be given consideration.
5. Positions will be posted for such time that allows for a sufficient pool of candidates. All positions shall be posted no less than two (2) weeks. Applications will be accepted through the online portal.

**B. Transfers**

During the school year when vacancies within the bargaining unit occur, they shall be filled on a temporary basis. All available positions shall be posted on June 1 and on June 15 in the Administration Building, with a copy sent to the Union by mail.

Applications shall be filed in writing with the Office of the Superintendent, or their designee, within five (5) days of the posting.

Notice of transfer shall be given to an employee as soon as possible following the granting of the employee's request.

Seniority based on consecutive years of experience in the Lynn School Department, certification, and ability to perform shall govern all voluntary and involuntary transfers.

Any involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent, or their designee, at which time the employee shall be notified of the reason of the transfer.

All members of the bargaining unit actively employed, including those from an authorized leave of absence, adversely affected by the closing of positions or prior transfers must fully exercise their seniority rights at the time of posting of available positions. Failure to do so shall be a termination of seniority rights.

**Effective September 1, 2023, the transfer process will be as follows:**

1. The transfer process is applicable only to those employees with professional teacher status (PTS).
2. During the school year, when vacancies within the bargaining unit occur, the position shall be posted. Vacancies during the school year shall be filled on a temporary basis.
3. Definitions
  - a. Voluntary transfers are transfers sought by employees who are not adversely impacted by displacement.
  - b. Involuntary transfers are transfers that are deemed by the Superintendent to be necessary and in the best interests of students and educators. Involuntary transfers shall not be arbitrary, capricious, or inequitable.
  - c. Displacement transfers are transfers which are necessitated due to an employee being adversely impacted by displacements or are returning from leaves.

- (1) A displacement is initiated when there are more qualified employees than positions at a school or within a program or subject field at a school, or when a program or subject field is reduced, eliminated, or moved from a school. When a displacement is initiated, the following provisions apply.
- (2) The Superintendent, or designee, shall reasonably determine whether and in what program/subject field the displacement is necessary and shall inform the faculty of the number of positions being eliminated, closed, or transferred.
- (3) An employee may volunteer to be displaced when a relevant displacement is necessary. Such displacement requires the concurrence of the employee and the current principal, may be affected without a current transfer request on file, and shall not affect the employee's right to request a subsequent transfer. Such displacement carries no right to return to the home school. Such a teacher must accept all conditions for displacement and assignment which would have applied to other teachers being displaced.
- (4) In elementary schools and programs, all teachers in the program at the site shall be displaced by licensure as well as program/subject field, where applicable. In secondary schools, and in special education wherever located, displacement shall be by program/subject field and the program or subject field in which the teacher is considered for displacement purposes shall be the one in which the teacher has taught for the major portion of teaching time during the employee's most recent six semesters of regular classroom teacher experience. Within the above categories of employment, when a displacement is necessary, the teacher with the least district seniority will be displaced.
4. Employees who are subject to displacement transfers are subject to the following provisions:
  - a. An employee who is subject to a displacement transfer may apply for any vacant position for which they are qualified. If they are the most senior applicant amongst applicants who were subject to an involuntary transfer, they shall be given the position.
5. Employees who are seeking voluntary transfers are subject to the following provisions:
  - a. Notification of a request for voluntary transfer shall be submitted to human resources by January 15<sup>th</sup>. Requests for voluntary transfers shall remain confidential to the extent possible.
  - b. An employee who is seeking a voluntary transfer may apply for any vacant position for which they are qualified.
  - c. School-based hiring managers shall interview at least three (3) bargaining unit employees for each vacant position, provided at least three (3) bargaining unit employees apply.
  - d. The most senior bargaining unit applicant shall be guaranteed an interview for each vacant position.
6. Any involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent, or their designee, at which time the employee shall be notified of the reason for the transfer.

## ARTICLE VII LEAVES OF ABSENCE

### A. Sick Leave

1. In the case of personal illness or accident, or illness in the immediate family (parent, husband, wife, child, brother, sister, grandchild or other relationship determined by the Superintendent of Schools,) or any individual residing in the home of the employee, the employee shall be allowed absence of fifteen (15) working days during each school year without loss of pay.

Such leave not used in the year of service for which it is granted shall be accumulated for use in subsequent years.

Any accumulation of sick leave days which present employees have at the effective date of this Agreement shall be retained.

2. Employees completing twenty (20) years of service shall be entitled to apply for a maximum of two (2) thirty-two (32) day sick leave extensions.

3. Any employee in the Lynn School Department excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years, and for such further additional period as they may be entitled to under the regulations of the Lynn School Committee.

4. Each member of the bargaining unit shall receive a notice of their accrued sick leave during the month of September. The information should be transmitted in a sealed envelope.

5. After thirty (30) consecutive days of absence, the School Committee has the right to send an employee to a physician chosen by the School Committee at School Committee expense. If the employee's physician and the School Committee's physician disagree, the School Committee reserves the right to send the employee to a third doctor not



affiliated with the first or second at School Committee expense. The employee will be bound by the majority opinion of the physicians visited.

6. On the occasion where a bargaining unit member has a catastrophic illness in their family (themselves, children, spouse, parent), and upon the mutual agreement of the Superintendent, other bargaining unit members may donate up to three (3) sick days to that member. Such a donation will not impact an employee's eligibility to participate in a sick time buy back.

7. Members of the bargaining unit may participate in the teacher unit sick bank under the regulations in Article VIII, Section B., of the teachers contract. (Voted by the Lynn Teachers Union on February 15, 1995.)

There shall be established a Sick Leave Bank under the following conditions:

#### **Sick Bank Regulations**

The purpose of the Sick Leave Bank will be to provide its members sick leave with pay for periods of disability resulting from catastrophic illness, accident, or injury.

- a. Any member of the bargaining unit who so certifies may assign one (1) sick day annually to the Sick Leave Bank in September or upon employment.
- b. Such member, two (2) days after the exhaustion of their personal sick leave, both annual and accumulated, and who still is disabled due to an extended illness or injury may draw upon the bank, if application is approved. Applications for the withdrawal of days shall be made to the Sick Leave Bank Committee by written notice to the Human Resource Manager. Applications must be filed prior to use of the Bank and contain medical verification substantiating the inability to work. For long-term absences, a second medical opinion may be required.
- c. The Sick Bank shall be administered by a Sick Leave Bank Committee composed of two (2) members designated by the Union and two (2) members designated by the School Committee to serve for a period of two (2) years. The Sick Leave Bank Committee shall receive all requests for use of the Sick Leave Bank filed with the Human Resource Manager. Approval of all requests for use of the Sick Bank will be made by the Superintendent and the Union President.
- d. Upon approval of the initial request, the Sick Leave Bank Committee shall allow up to twenty (20) days use by the member. Where circumstances warrant, additional entitlement may be granted upon written request at the discretion of the Superintendent and the Union President.
- e. The decisions of the Superintendent and the Union President shall be final and binding.
- f. Any member of the Sick Leave Bank who so certifies may terminate membership in the Bank; however, members shall not be entitled to withdraw days previously contributed. Any member who fails to contribute the required day annually shall be terminated in the same manner.

#### **B. Personal Leave**

1. Employees shall be granted four (4) days of personal leave annually. Such leave may not be accumulated. No reasonable request for such leave shall be denied. Specific reasons need not be given. Such leave must be requested in writing to the principal at least forty-eight (48) hours in advance except in an emergency.
2. Unused personal leave shall be added to the accumulated sick leave at the end of the school year.

#### **C. Funeral Leave**

1. Four (4) days funeral leave including the day of the funeral shall be granted to employees upon the death of anyone in the immediate family, their mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild, or anyone residing in the same household with the employee. The preceding shall also apply to step relatives.
2. Permission to attend the service shall be granted to at least one (1) employee per building in the case of death of an employee retired from that building.
3. Upon the death of an active member of the bargaining unit, the school at which the member worked shall be closed during the hours of the funeral. Members shall attend the service or report to school.
4. Funeral leave of one (1) day shall be allowed on the death of an aunt, uncle, niece, nephew, or in-laws. Specific in-laws include aunt-in-law, uncle-in-law, niece-in-law, nephew-in-law, and grandparent-in-law if not living in the same household.
5. Additional days for out-of-state travel may be granted at the discretion of the Superintendent.
6. Funeral Leave shall be used in full within five (5) consecutive week days, unless the day of the funeral and/or burial itself takes place out of the five (5) week day time frame, in which case the employee is entitled to use their 4<sup>th</sup> day.

#### **D. Military Leave**

Military leave of absence, without pay, may be granted to a permanent employee inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequently amendments by Congress.

#### **E. Organized Reserve Forces**

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of their annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

#### **F. Parental Leave**

1. Upon reasonable notice to the Superintendent of Schools, an employee shall be granted a parental leave of absence without pay to become effective at their discretion and to terminate not more than two (2) years after the date of delivery.
2. An employee on parental leave shall notify the Superintendent of Schools of their intent to return at any time during the two (2) year period with a 30 day notice.
3. If an employee fails to return from the parental leave by the expiration of the two (2) year period, their employment shall be terminated.
4. Unless the employee notifies the Superintendent of Schools during the two (2) year period of the date of their availability to return within the two (2) year period of the parental leave, their employment shall be terminated.
5. An employee returning from parental leave will be reinstated to their previous position, if there is a vacancy, or to another comparable vacant position for which they are qualified.
6. The employee returning from a parental leave will retain all their previous rights. Salary placement shall be at the next step of the salary schedule if the employee served one-half (1/2) or more of the school year in which the leave was granted.
7.
  - a. Employees shall be entitled to receive compensation for accumulated sick leave days for any time period during which they are disabled due to pregnancy, childbirth, or related conditions.
  - b. Employees, at their option, are entitled to use fewer sick leave days than the amount to which they are eligible.
  - c. Employees shall be paid for the sick leave days at the applicable rate as of the time period for which the sick leave is claimed.
  - d. The Committee may request medical verification of the disability after 60 school days from the date of delivery in order for the employee to continue the use of sick leave benefits.

#### **G. Union Leave**

An employee who is an officer of the Union or who is appointed to its staff shall, upon proper application in June of the previous year, be given a leave of absence without pay for the purpose of performing legitimate duties for the Union. Employees given leaves of absence without pay for a school year shall receive credit toward annual salary increments on the schedules appropriate to their rank.

#### **H. Leave for Conferences, Conventions, Etc.**

With the approval of the School Committee no more than three (3) official delegates of the Lynn Teachers Union shall be granted leave with pay to attend conventions of affiliated bodies, educational conferences, or other functions which contribute to the advancement of educational welfare in the City of Lynn.

#### **I. Other Leaves**

1. An employee in the bargaining unit shall be granted a leave of absence of one (1) school day with pay to attend commencement exercises at which they will be awarded a degree. Graduation day will include a day to attend a military ceremony, fire or police graduation, for a member of the unit.
2. An employee in the bargaining unit shall be granted a leave of absence with pay for one (1) day to attend commencement exercises excluding K-6 at which a spouse, child, parent, and grandparent will be awarded a diploma or degree. Graduation day will include a day to attend a military ceremony, fire or police graduation.
3. If an employee attending summer school, under a program approved by the Superintendent of Schools, finds their assignment commencing prior to the close of school, they shall be released prior to the closing of school without pay.
4. Members of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve with the National Teacher Corps or the Commonwealth Teacher Corps in a community other than Lynn.
5. Members of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve in the Peace Corps.
6. An employee who marries shall be granted two (2) weeks leave without compensation.

#### **J. Jury Duty**

A member of the bargaining unit shall be granted leave for jury duty and any difference in pay over compensation for jury duty shall be made up by the School Committee.

#### **K. Adoption Leave**

Upon reasonable notice to the Superintendent of Schools, an adopting parent shall be granted an adoption leave of absence without pay to become effective at their discretion and to terminate not more than two (2) years from the day of the

adoption. If an employee fails to return from the adoption leave by the expiration of the two (2) year period, their employment shall be terminated. (See Parental Leave)

**L. Returning from a Leave of Absence**

1. A member of the bargaining unit granted a leave of absence during one school year, for a full year or less, upon conclusion of the leave will return to their assignment. A substitute will be employed during the leave of absence.
2. A member of the bargaining unit, granted a leave of absence or extension thereof extending into two (2) school years, will have their assignment posted in June. Upon return, the member of the bargaining unit will apply for an open position in accordance with Article VI.
3. Any individual intending to return from a long-term leave of absence shall notify the Administration before May 1 of that year.
4. Any individual returning from a long-term leave of absence who returns prior to the end of the academic year shall be placed in the least senior position available in accordance with their license and fully exercise their rights in June.

**ARTICLE VIII  
PROFESSIONAL IMPROVEMENT**

**A. Curriculum Standards**

1. Opinions and suggestions as to the kind of instructional materials purchased shall be sought from personnel and determination shall be made by the Committee.
2. Delivery of all supplies for the following year shall be made as soon as possible prior thereto. Employees shall be notified concerning supplies and materials which are denied, or which will not be available, if possible.

**B. In-Service Training**

1. The parties agree that the School Committee should continue to provide improved and diversified in-service training programs.
2. Employees selected to participate in summer programs shall be reimbursed in accordance with Article III, Section K.
3. The Committee and the Union agree to work affirmatively to implement their mutual objectives of effective integration of faculties and student bodies in all Lynn Public Schools.
4. Early Release Day: Clinicians, Behavior Therapists, Occupational and Physical Therapists will lead professional development for paraprofessionals and/or teachers on social emotional strategies and PT and OT techniques. Therapists will have PLC/Department Meetings and Preparation Time during the early release day.

**C. Course Approval**

College courses to be credited toward progression on the salary schedule must be approved in advance by the Superintendent of Schools.

**D. Professional Development Activities**

1. Members of the bargaining unit shall receive one (1) salary credit for each ten (10) professional development points earned. This section shall apply only to internal activities offered by the Department. PDP's for salary credit shall require the advanced approval of the Superintendent or their designee. (Note: This applies to credits earned after September 1, 1997.)
2. Members of the bargaining unit shall receive a list of all scheduled professional development activities for the school year no later than October 1. Amendments to the schedule shall be communicated to all members.
3. The committee shall provide in-service training to the professional staff for salary credit. For salary purposes, one (1) credit shall be granted for ten (10) hours of participation. All courses must be approved by the Superintendent in advance.

A joint management and Union committee shall meet in June to determine the in-service activities for that school year.

The Union may provide in-service programs for salary credit under the same conditions with prior approval of the Superintendent.

4. At least one (1) professional day each year shall be planned and implemented by the Administration for members of this bargaining unit. This professional day must pertain to work related issues.
5. Members of the bargaining unit shall attend activities on staff development days and be compensated at the rate of 1/180th of each individual's total salary per day. For salary purposes, staff development days are regular work days. Such compensation shall be payable on or before July 1<sup>st</sup>.



6. Members of this bargaining unit may be given the opportunity to attend externally provided Professional Development or conferences. Days will be pre-approved at the sole discretion of the Lynn Public Schools Superintendent. Members of this bargaining unit will be granted a professional day for attending.

## **ARTICLE IX GRIEVANCE PROCEDURE**

### **A. Definition**

1. A "grievance" shall mean a complaint by an employee or the Union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.
2. As used in this Article the term "employee" shall mean either an individual employee or a group of employees having the same grievance.
3. The Union may initiate and process grievances under the following procedure, acting in place of the employee.

### **B. Adjustment of Grievance**

1. Level 1-Principal
  - a. An employee may present a grievance to the principal of the school within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of their complaint, unless the grievant has a valid excuse for later filing.
  - b. The employee and the principal shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Union representative; but where the employee is represented they must be present. Whenever a grievance is presented to the principal by the employee personally, the principal shall give the Union representative the opportunity to be present and state the views of the Union.
  - c. The principal of the school shall communicate their decision in writing to the aggrieved employee and to the Union representative who participated within five (5) school days after receiving the complaint.
  - d. The principal shall send a copy of their decision to the Deputy Superintendent.
2. Level 2-Deputy Superintendent of Schools
  - a. If the grievance is not satisfactorily adjusted, the aggrieved employee may appeal it within five (5) school days to the appropriate superior for a satisfactory adjustment. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based.
  - b. The Deputy Superintendent shall meet and confer with the aggrieved employee. The aggrieved employee and their representatives, if any, shall be given at least two (2) school days notice of the conference and an opportunity to participate.
  - c. The employee shall be present at the conference, except that they need not attend where it is mutually agreed that no facts are in dispute and that sole question is one of interpretation of a provision of this Agreement, or of what is established policy or practice.
  - d. Notice of the conference shall also be given to the principal of the school who rendered the decision at Level 1. The principal of the school may be present at the conference to state their views.
  - e. Where the employee is not represented by the Union at this level, the appropriate superior shall furnish the Union with a copy of the appeal from Level 1, together with notice of the date of the conference. In such cases, the Union may be present and state its views.
  - f. The appropriate superior shall communicate their decision in writing, together with the supporting reasons, to the aggrieved employee, to the Union representatives who participate at this level, and to the principal of the school who rendered the decision at Level 1 within ten (10) school days after receiving the appeal.
3. Level 3-Superintendent of Schools
  - a. If the grievance is not resolved at Level 2, the aggrieved employee may appeal from the decisions at Levels 1 and 2 to the Superintendent of Schools within ten (10) school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 2.
  - b. The Superintendent of Schools, or their designated representative, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Union representative shall be given at least two (2) school days notice of the conference and an opportunity to be heard.
  - c. Notice of the conference shall also be given to the principal of the school and to the Deputy Superintendent. The principal of the school and the appropriate superior may be present at the conference and state their views.

- d. When the employee is not represented by the Union at this level, the Superintendent of Schools shall furnish the Union with a copy of the appeal from Level 2 together with notice of the date of the conference. In such cases, the Union may be present and state its views.
  - e. The Superintendent shall communicate their decision in writing, together with the supporting reasons, to the aggrieved employee and to any Union representatives who participated at this level within ten (10) school days after receiving the appeal.
  - f. The principal of the school and the appropriate superior shall also receive a copy of any decision at this level.
4. Special Procedures for Grievances Relating to Salary and Leave Matters
- a. Any grievance based on a complaint that the employee has been placed on the wrong salary schedule, or step, or that they have been improperly denied an increment, or that their salary has been miscalculated, or that the person's absence deduction was improperly calculated, shall be filed directly with the Human Resource Manager and shall next be appealed to the Superintendent of Schools. In such cases, the provisions of the general procedures relating to Level 2 shall apply to the presentation and adjustment of the grievance at the level of the Deputy Superintendent except that:
    - (1) The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievant has a valid excuse for later filing.
    - (2) The employee need not be present at the conference.
- The provisions of the general procedures relating to Level 3 shall apply to any appeal to the Superintendent of Schools from the decision of the Human Resource Manager.
5. Time Limits
- a. The time limits in this Article may be extended by mutual agreement.
  - b. Failure at any level of the grievance procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.
  - c. Failure at any level of the grievance procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next level.

## **ARTICLE X ARBITRATION**

A grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Union to arbitration. The proceeding may be initiated by filing with the School Committee and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent, under the grievance procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The parties shall determine by lot which of them shall strike first from the list of arbitrators submitted.

The arbitrator shall issue their decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrators opinion and conclusion on the issues submitted. The decision of the arbitrator, if made in accordance with their jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.

The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

## **ARTICLE XI UNION PRIVILEGES, RESPONSIBILITIES, AND RIGHTS**

### **A. Fair Practices**

As sole collective bargaining agent the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, marital status, age, or handicap. The Union will represent equally all persons without regard to membership, participation in, or activities in any employee organization.

The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status, age, handicap, or participation in or association with the activities of any employee organization.

## **B. Freedom to Join**

The Union maintains, and intends to exercise, all rights granted by the Massachusetts Freedom to Join Act. In order to facilitate compliance with this statute, the Employer agrees to the following provisions:

1. Regular Contact Information: On a bi-weekly basis, the Employer shall provide the following contact information, separated by bargaining unit, to the Union in an Excel spreadsheet or another format mutually agreed upon by the parties:
  - a. Name
  - b. Job
  - c. Title
  - d. Worksite Location (School)
  - e. Home Address
  - f. Work E-mail Address
  - g. Personal (non-work) E-mail Address
  - h. Home Phone Number
  - i. Cellular Phone Number
  - j. Date of Hire
2. New Hire Contact Information: The Employer shall notify the Union and the appropriate Union Building Representatives of any new hire within the bargaining unit within ten (10) calendar days of the new employee accepting an offer of employment. In the notice, the Employer shall include the new employee's contact information outlined in Number 1 of this provision.
3. New School Year Orientation: Prior to the start of the student school year, a district-wide Union meeting shall be scheduled as part of new hire orientation and/or professional development days. New hires shall attend the Union meeting for no less than sixty (60) minutes. Returning employees shall attend the Union meeting for no less than thirty (30) minutes.
4. New Hire Orientation After the Start of the School Year: As part of the first day of employment, the Employer shall release the building representative and the new employee, without loss of pay, for a Union orientation of no less than thirty (30) minutes. The Union President, or a designee, may also join this meeting either in person or remotely.

## **C. Dues Check-Off**

1. The Union may secure authorization for payroll deductions for Union dues. Such authorizations may be revocable as provided by law. The Committee will request the Treasurer of the City of Lynn to submit such sums in total to the Union Treasurer.

The amount of Union dues payable to the Lynn Teachers Union, Local 1037, American Federation of Teachers, AFL-CIO, shall be deducted from the salaries weekly and transmitted to the Union Treasurer weekly.
2. The Union shall be notified of any employee withdrawing or dropped from payroll deductions.
3. Any employee desiring to have the Committee discontinue deductions that they have previously authorized must provide written notice to the Committee.
4. When authorized in writing by an employee on a properly executed form, the amount of their loan and savings payments to the Lynn Teachers Credit Union shall be deducted from their salary and transmitted to the Treasurer of the Credit Union.

## **D. Distribution of Materials**

The Union shall have the right to place union-related materials in the mailboxes of employees.

## **E. Bulletin Boards**

The Union shall be permitted to post Union-related notices and other materials on the school bulletin board.

## **F. No Union Activity on School Time**

The Union agrees that no employee will engage in Union activity during the time of regular assignments.

## **G. Protection of Individual and Group Rights**

1. Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representatives, from meeting with any employee for expression of the employee's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation or negotiation with the Union. Nothing contained herein shall be construed to permit any organization other than the Union to appear in an official capacity in the processing of a grievance.
2. Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with their immediate superior or processing a grievance on their own behalf in accordance with the grievance procedure.

## **H. Information**

The Committee shall make available to the Union, upon its reasonable request, all records relevant to negotiations, or necessary for the proper enforcement of this Agreement.

## **I. Existing Laws and Regulations Preserved**

The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal law, rule or regulation, including without limitation all applicable tenure, pension, or education laws and regulations.

## **J. Printing of Contract**

The Committee agrees to pay one-half (1/2) the cost of printing the Agreement in booklet form and to distribute copies of the Agreement to each employee presently employed by the Committee and to each new employee hired by the Committee.

## **ARTICLE XII HANDLING OF NEW ISSUES**

Matters of collective bargaining import not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

By the Committee:

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

By the Union:

In any matter not covered in this Agreement which is a proper subject for collective bargaining, the Union may raise issue with the Committee for consultation and negotiation; except that the Union shall not seek to renew to be effective during this Agreement any question introduced, debated, and settled either negatively or affirmatively, during the bargaining prior to final settlement.

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

## **ARTICLE XIII SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

## **ARTICLE XIV RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union shall for the term of this Agreement, not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties.

## **ARTICLE XV DURATION**

This Agreement and each of its provisions shall be in effect as of September 1, 2022, and shall continue in full force and effect until August 31, 2025. Negotiations for a subsequent agreement shall commence on November 1, 2024, on all items. The School Committee and the Union agree to a salary reopener effective at the request of either party.

## **LETTER OF UNDERSTANDING - 1 between the LYNN SCHOOL COMMITTEE and the LYNN TEACHERS UNION, LOCAL 1037, AFT, AFL-CIO**

Incorporated by reference are Sections 5-7 of the Home Rule Petition. (See Attachment A.)

## ATTACHMENT A

### Section Six:

Article 5 of the Charter of the City of Lynn is hereby amended by inserting the following:

### Section 5-7 Allotments

On or before August 1<sup>st</sup> of each year, or within ten (10) days after the approval of the City Council and the Mayor of the annual appropriation order for such fiscal year, whichever shall occur later, the city officials in charge of departments or agencies including the Superintendent of Schools for the School Department, shall submit to the Chief Financial Officer, with a copy to the City Clerk, in such form as the Chief Financial Officer may prescribe, an allotment schedule of the appropriations of all personnel categories included in said budget, indicating the amounts to be expended by the department or agency for such purposes during each of the fiscal quarters of said fiscal year, or such shorter time periods as the Mayor or Chief Financial Officer may prescribe.

Whenever the Chief Financial Officer determines that any department or agency, including the School Department, will exhaust or has exhausted its quarterly or shorter time period allotment and any amounts unexpended in previous periods, they shall give notice in writing to such effect to the Department Head, the Mayor, the City Solicitor, and the City Clerk who shall transmit the same to City Council. Upon such determination and upon giving such notice, the Chief Financial Officer shall provide such officers additional reports on at least a monthly basis indicating the status of such accounts.

The Mayor within seven (7) days after receiving such notice, shall determine whether to waive or enforce such allotment. If the allotment for such period is waived or not enforced, as provided above, the department or agency head shall reduce the subsequent period allotments appropriately. If the allotment for such period is enforced or not waived, thereafter the department shall terminate all personnel expenses for the remainder of such period. All actions, notices, and decisions provided for in this section shall be transmitted to the City Council and the City Clerk within seven (7) days.

No personnel expenses earned or accrued, within any department, shall be charged to or paid from such department's or agency's allotment of a subsequent period without approval by the Mayor, except for subsequently determined retroactive compensation adjustments. Approval of a payroll for payment of wages, salaries, or other personnel expenses which would result in an expenditure in excess of the allotment shall be a violation of this section by the department or agency head, including the Superintendent of Schools and the School Committee. If the continued payment of wages, salaries, or other personnel expenses is not approved in a period where a department has exhausted the period allotment or allotments as specified above, or, in any event, if a department has exceeded its entire appropriation for a fiscal year, the City shall have no obligation to pay such personnel cost or expense arising after such allotment or appropriation has been exhausted.

Notwithstanding the provisions of Chapter 150E of the General Laws, every collective bargaining agreement entered into by the City or the School Department after the effective date of this act shall be subject to and shall expressly incorporate the provisions of this section.

### LETTER OF UNDERSTANDING - 2 between the LYNN SCHOOL COMMITTEE and the LYNN TEACHERS UNION, LOCAL 1037, AFT, AFL-CIO

### STATEMENTS OF SHARED INTERESTS

During negotiations for successor collective bargaining agreements, the Lynn Teachers Union (Union) and the Lynn School Committee (Employer) developed the following joint statements of interest, based on "Bargaining for the Common Good". These provisions are not incorporated into the collective bargaining agreements. The parties will meet regularly to discuss progress being made to achieve the provisions.

1. **Full Staffing.** The parties recognize the importance of having schools staffed with educators and support personnel to meet the diverse needs of the ever-changing student population. The Employer shall strive to staff every school with adequate professional direct-service providers, including mental health counselors, occupational therapists, speech and language pathologists, board certified behavior analysts, foreign language educators, and fine arts educators.
2. **Outdoor Learning Spaces.** The parties recognize the benefit of outdoor learning opportunities for students of all ages. The Employer will explore the feasibility of creating outdoor learning spaces at schools throughout the district, and will strive to create such spaces where it is possible.
3. **New School Buildings.** The parties share the desire to build new schools in order to improve the learning conditions of our students. The parties shall continually collaborate on the advocacy and planning around the construction of new schools.

4. **Classroom Supplies.** The parties understand the importance of all students having equal access to the learning materials needed in their classroom. The Employer will explore avenues to ensure that sufficient classroom supplies are provided without placing undue financial burdens on students or educators.
5. **Access to Technology.** As technology continues to play a larger role in the education of Lynn's students, the parties share the commitment to ensure that all employees and students have access to the technology necessary to be successful in the classroom and as employees.

**LETTER OF UNDERSTANDING – 3**  
**between the LYNN SCHOOL COMMITTEE and the**  
**LYNN TEACHERS UNION, LOCAL 1037, AFT, AFL-CIO**

**PROFESSIONAL DEVELOPMENT SCHEDULING AND COMPENSATION**

Effective school years 2021-2022, 2022-2023, 2023-2024, and 2024-2025, staff who are present for additional non-instructional days beyond two (2) for professional development purposes shall be compensated at a rate of one thousand dollars (\$1,000) per day in lieu of the 1/180<sup>th</sup> rate for staff. There will be a minimum of three (3) additional professional development days in school years 2022-2023, 2023-2024, and 2024-2025. This change shall end school year 2024-2025.

**Appendix A-1**  
**Basic Salary Schedule**  
**Effective September 1, 2022**  
**Occupational Therapists, Physical Therapists, Clinicians,**  
**Behavioral Specialists and Recreational Therapists**

<b>Step</b>	<b>Bachelors or Equiv.</b>	<b>Bachelors +15</b>	<b>Bachelors +30</b>	<b>Masters</b>	<b>Masters + 15</b>	<b>Masters + 30 or ASHA</b>	<b>Masters + 45</b>	<b>Masters + 60</b>	<b>Doctorate</b>
1	\$50,728	\$52,888	\$53,942	\$55,045	\$55,593	\$56,675	\$57,754	\$58,909	\$61,073
2	\$53,291	\$55,441	\$56,503	\$57,607	\$58,158	\$59,235	\$60,316	\$61,522	\$63,633
3	\$55,842	\$58,008	\$59,066	\$60,168	\$60,716	\$61,787	\$62,867	\$64,124	\$66,198
4	\$58,409	\$60,565	\$61,627	\$62,725	\$63,275	\$64,358	\$65,437	\$66,746	\$68,755
5	\$60,969	\$63,128	\$64,187	\$65,286	\$65,834	\$66,919	\$67,998	\$69,358	\$71,316
6	\$62,992	\$65,158	\$66,215	\$67,313	\$68,394	\$69,480	\$70,559	\$71,970	\$73,876
7	\$65,559	\$67,711	\$68,774	\$69,874	\$70,954	\$72,035	\$73,118	\$74,580	\$76,435
8	\$68,115	\$70,274	\$71,334	\$72,431	\$73,512	\$74,595	\$75,673	\$77,187	\$78,994
9	\$70,670	\$72,832	\$73,893	\$74,990	\$76,075	\$77,149	\$78,228	\$79,792	\$81,552
10	\$73,231	\$75,387	\$76,449	\$77,554	\$78,635	\$79,705	\$80,785	\$82,400	\$84,115
11	\$75,788	\$77,955	\$79,012	\$80,112	\$81,193	\$82,271	\$83,352	\$85,019	\$86,676
12	\$78,062	\$80,293	\$81,383	\$82,515	\$83,629	\$84,739	\$85,852	\$87,570	\$89,276

**Longevity**  
**2022 - 2023**

**M + 30 Step 11 \$82271**

<u>Years</u>		
5	4%	\$3,291
10	6%	\$4,936
15	8%	\$6,582
20	12%	\$9,873
25	14%	\$11,518
30	17%	\$13,986



**Appendix A-2**  
**Basic Salary Schedule**  
**Effective September 1, 2023**  
**Occupational Therapists, Physical Therapists, Clinicians,**  
**Behavioral Specialists and Recreational Therapists**

<b>Step</b>	<b>Bachelors or Equiv.</b>	<b>Bachelors +15</b>	<b>Bachelors +30</b>	<b>Masters</b>	<b>Masters + 15</b>	<b>Masters + 30 or ASHA</b>	<b>Masters + 45</b>	<b>Masters + 60</b>	<b>Doctorate</b>
1	\$52,503	\$54,739	\$55,830	\$56,971	\$57,538	\$58,659	\$59,775	\$60,970	\$63,210
2	\$55,156	\$57,382	\$58,481	\$59,623	\$60,193	\$61,308	\$62,427	\$63,675	\$65,860
3	\$57,797	\$60,038	\$61,134	\$62,274	\$62,841	\$63,950	\$65,068	\$66,369	\$68,515
4	\$60,453	\$62,685	\$63,784	\$64,921	\$65,489	\$66,610	\$67,727	\$69,082	\$71,161
5	\$63,103	\$65,338	\$66,434	\$67,571	\$68,139	\$69,261	\$70,378	\$71,786	\$73,812
6	\$65,197	\$67,439	\$68,533	\$69,669	\$70,788	\$71,912	\$73,028	\$74,489	\$76,461
7	\$67,854	\$70,081	\$71,181	\$72,320	\$73,438	\$74,557	\$75,677	\$77,191	\$79,111
8	\$70,499	\$72,734	\$73,830	\$74,966	\$76,085	\$77,206	\$78,322	\$79,889	\$81,759
9	\$73,143	\$75,381	\$76,479	\$77,614	\$78,738	\$79,849	\$80,966	\$82,585	\$84,406
10	\$75,794	\$78,026	\$79,125	\$80,268	\$81,387	\$82,495	\$83,613	\$85,284	\$87,059
11	\$78,441	\$80,683	\$81,778	\$82,916	\$84,035	\$85,150	\$86,269	\$87,995	\$89,710
12	\$81,575	\$83,907	\$85,045	\$86,228	\$87,392	\$88,552	\$89,716	\$91,511	\$93,294

**Longevity**  
**2023 - 2024**  
**M + 30 Step 11 \$85150**

<u>Years</u>		
5	4%	\$3,406
10	6%	\$5,109
15	8%	\$6,812
20	12%	\$10,218
25	14%	\$11,921
30	17%	\$14,476



**Appendix A-3**  
**Basic Salary Schedule**  
**Effective September 1, 2024**  
**Occupational Therapists, Physical Therapists, Clinicians,**  
**Behavioral Specialists and Recreational Therapists**

<b>Step</b>	<b>Bachelors or Equiv.</b>	<b>Bachelors +15</b>	<b>Bachelors +30</b>	<b>Masters</b>	<b>Masters + 15</b>	<b>Masters + 30 or ASHA</b>	<b>Masters + 45</b>	<b>Masters + 60</b>	<b>Doctorate</b>
1	\$54,341	\$56,655	\$57,784	\$58,965	\$59,552	\$60,712	\$61,867	\$63,104	\$65,423
2	\$57,086	\$59,390	\$60,528	\$61,710	\$62,300	\$63,454	\$64,612	\$65,904	\$68,165
3	\$59,820	\$62,139	\$63,273	\$64,453	\$65,040	\$66,188	\$67,345	\$68,692	\$70,913
4	\$62,569	\$64,879	\$66,017	\$67,193	\$67,781	\$68,942	\$70,097	\$71,500	\$73,652
5	\$65,312	\$67,625	\$68,759	\$69,936	\$70,524	\$71,685	\$72,841	\$74,298	\$76,395
6	\$67,479	\$69,799	\$70,931	\$72,108	\$73,266	\$74,428	\$75,584	\$77,096	\$79,137
7	\$70,229	\$72,534	\$73,672	\$74,851	\$76,008	\$77,166	\$78,325	\$79,892	\$81,880
8	\$72,966	\$75,279	\$76,415	\$77,590	\$78,748	\$79,908	\$81,063	\$82,685	\$84,621
9	\$75,703	\$78,019	\$79,156	\$80,331	\$81,494	\$82,644	\$83,799	\$85,475	\$87,361
10	\$78,446	\$80,757	\$81,894	\$83,078	\$84,236	\$85,382	\$86,539	\$88,269	\$90,106
11	\$81,186	\$83,507	\$84,640	\$85,818	\$86,976	\$88,130	\$89,289	\$91,075	\$92,850
12	\$85,246	\$87,683	\$88,872	\$90,108	\$91,325	\$92,537	\$93,753	\$95,629	\$97,492

**Longevity**  
**2024 - 2025**

**M + 30 Step 12 \$92537**

<u>Years</u>		
5	4%	\$3,701
10	6%	\$5,552
15	8%	\$7,403
20	12%	\$11,104
25	14%	\$12,955
30	17%	\$15,731

**Appendix B-1**  
**Basic Salary Schedule**  
**Effective September 1, 2022**  
**Occupational Therapist Assistants, Physical Therapist Assistants, Registered Behavior Technicians,**  
**ASL Education Interpreter Assistants, Speech and Language Pathologist Assistants**

Step	Assoc. Degree + 20 Credits	PTA, COTA, RBT, ASL or SLPA Certificate	PTA, COTA, RBT, ASL or SLPA Cert + 15 towards Therapy Degree	PTA, COTA, RBT, ASL or SLPA Cert + 30 towards Therapy Degree	PTA, COTA, RBT, ASL or SLPA Cert + 45 towards Therapy Degree	Bachelors Step
1	\$31,111	\$36,562	\$43,445	\$47,089	\$48,909	\$50,728
2	\$34,543	\$38,498	\$45,694	\$49,494	\$51,392	\$53,292
3	\$36,126	\$40,430	\$47,939	\$51,889	\$53,869	\$55,842
4	\$37,772	\$42,369	\$50,189	\$54,298	\$56,353	\$58,409
5	\$39,417	\$44,298	\$52,435	\$56,704	\$58,838	\$60,969
6	\$41,062	\$45,704	\$54,150	\$58,573	\$60,784	\$62,992
7	\$42,707	\$47,634	\$56,393	\$60,978	\$63,269	\$65,559
8	\$44,352	\$49,566	\$58,639	\$63,375	\$65,746	\$68,115
9	\$45,997	\$51,499	\$60,884	\$65,779	\$68,226	\$70,671
10	\$47,642	\$53,434	\$63,133	\$68,184	\$70,708	\$73,229
11	\$49,287	\$55,365	\$65,379	\$70,583	\$73,187	\$75,787
12	\$50,766	\$57,025	\$67,341	\$72,701	\$75,382	\$78,061

**Appendix B-2**  
**Basic Salary Schedule**  
**Effective September 1, 2023**  
**Occupational Therapist Assistants, Physical Therapist Assistants, Registered Behavior Technicians,**  
**ASL Education Interpreter Assistants, Speech and Language Pathologist Assistants**

Step	Assoc. Degree + 20 Credits	PTA, COTA, RBT, ASL or SLPA Certificate	PTA, COTA, RBT, ASL or SLPA Cert + 15 towards Therapy Degree	PTA, COTA, RBT, ASL or SLPA Cert + 30 towards Therapy Degree	PTA, COTA, RBT, ASL or SLPA Cert + 45 towards Therapy Degree	Bachelors Step
1	\$32,200	\$37,842	\$44,965	\$48,737	\$50,621	\$52,503
2	\$35,752	\$39,845	\$47,294	\$51,226	\$53,191	\$55,157
3	\$37,391	\$41,845	\$49,616	\$53,705	\$55,754	\$57,797
4	\$39,094	\$43,852	\$51,946	\$56,199	\$58,325	\$60,453
5	\$40,796	\$45,848	\$54,270	\$58,688	\$60,898	\$63,103
6	\$42,499	\$47,304	\$56,045	\$60,623	\$62,911	\$65,197
7	\$44,202	\$49,301	\$58,367	\$63,112	\$65,484	\$67,854
8	\$45,904	\$51,300	\$60,691	\$65,593	\$68,047	\$70,499
9	\$47,607	\$53,301	\$63,015	\$68,081	\$70,614	\$73,144
10	\$49,310	\$55,304	\$65,342	\$70,571	\$73,183	\$75,792
11	\$51,012	\$57,302	\$67,667	\$73,054	\$75,748	\$78,440
12	\$53,068	\$59,612	\$70,394	\$75,998	\$78,801	\$81,601

**Appendix B-3**  
**Basic Salary Schedule**  
**Effective September 1, 2024**  
**Occupational Therapist Assistants, Physical Therapist Assistants, Registered Behavior Technicians,**  
**ASL Education Interpreter Assistants, Speech and Language Pathologist Assistants**

Step	Assoc. Degree + 20 Credits	PTA, COTA, RBT, ASL or SLPA Certificate	PTA, COTA, RBT, ASL or SLPA Cert + 15 towards Therapy Degree	PTA, COTA, RBT, ASL or SLPA Cert + 30 towards Therapy Degree	PTA, COTA, RBT, ASL or SLPA Cert + 45 towards Therapy Degree	Bachelors Step
1	\$33,327	\$39,167	\$46,539	\$50,443	\$52,392	\$54,341
2	\$37,003	\$41,240	\$48,949	\$53,019	\$55,052	\$57,088
3	\$38,700	\$43,309	\$51,353	\$55,585	\$57,706	\$59,820
4	\$40,462	\$45,387	\$53,764	\$58,166	\$60,367	\$62,569
5	\$42,224	\$47,453	\$56,169	\$60,742	\$63,029	\$65,312
6	\$43,986	\$48,959	\$58,007	\$62,745	\$65,113	\$67,479
7	\$45,749	\$51,026	\$60,410	\$65,321	\$67,776	\$70,229
8	\$47,511	\$53,096	\$62,815	\$67,889	\$70,429	\$72,966
9	\$49,273	\$55,167	\$65,221	\$70,464	\$73,085	\$75,704
10	\$51,036	\$57,240	\$67,629	\$73,041	\$75,744	\$78,445
11	\$52,798	\$59,308	\$70,036	\$75,610	\$78,400	\$81,185
12	\$54,926	\$61,698	\$72,858	\$78,658	\$81,559	\$84,457

**Appendix C**  
**CLINICAL MODEL OVERVIEW**

<b>Philosophical Foundation:</b> <b>Servicing the needs of ALL students</b> <b>Professional Equity</b>	
<b>Clinical Supervisor (formerly School Adjustment Counselor)</b>	<b>Clinicians</b>
<i>Provide services to a reduced caseload of students</i>  Other duties include, but not limited to: <ul style="list-style-type: none"> <li>• Evaluation of Clinicians</li> <li>• Supervision of Clinicians</li> <li>• Monitoring school caseloads of clinicians</li> <li>• Monitoring and supervision of special education compliance, procedures, and protocols.</li> <li>• Liaison to district administration (special education, SEL, etc.)</li> <li>• Providing and Supporting Professional Development (T1, best practice. CEU)</li> <li>• Facilitate/Lead Meetings for SEL Team</li> <li>• Support the Clinical Framework</li> </ul>	<i>Provide services to all students</i>

## **Appendix D**

### **LYNN EDUCATOR EVALUATION SYSTEM**

#### **A. Introduction**

The evaluation system used by the parties shall adhere to all state laws and regulations, including but not limited to M.G.L. c. 71, §38 and the Educator Evaluation regulations, 603 CMR 35.00 et seq. This contract language shall take effect in all schools district-wide on September 1, 2020.

The Evaluation system will be implemented on a digital platform and available for review at any time. All references in this section regarding the evaluation documents, signatures and delivery are referring to the digital platform system.

#### **B. Initial and Ongoing Training for Evaluators and Educators**

Prior to the implementation of the new evaluation system contained in this article, the school district shall arrange training for all principals, educators, and evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle.

Furthermore, at the start of each school year, the school district shall arrange district-wide or school-level meetings for educators and evaluators focused on educator evaluation. The district and the union shall determine the locations, times, and content of the meetings. At a minimum, the meetings shall:

- Provide an overview of the evaluation process, including goal setting and the development of educator plans.
- Provide all educators with a copy of the rubrics and forms used to evaluate members of the bargaining unit.
- Provide educators with the opportunity to ask questions relating to the evaluation system.

The parties agree that evaluator training should be designed to make evaluations as consistent, reliable, and equitable as possible across schools, grades, subjects, and assignments.

The school district agrees to provide joint training to educators and evaluators beginning in September 2020, prior to the implementation of this evaluation system, and as needed throughout the first year of implementation. Subsequent training will be scheduled on an annual basis.

#### **C. Evaluators**

##### **1. Definition**

An evaluator shall be a person outside the bargaining unit who has been designated in writing by the Superintendent as having responsibility for evaluations. All evaluators must be licensed as administrators by the Mass. Department of Elementary and Secondary Education (DESE) or enrolled in an accredited certification program or completed the supervision/evaluation course offered by the district and must be full-time employees of the school district. Evaluators at the elementary level shall include principals and program specialists; evaluators at the secondary level shall include principals, vice principals, and department heads; evaluators at the district level shall include directors and assistant directors.

##### **2. Training**

The Superintendent has the responsibility to ensure that all evaluators receive training in the principles of effective supervision and evaluation; know the requirements of the new state regulations and this Article; and, when possible, have or have available to them knowledge of the subject matter and/or area they will evaluate.

The parties agree that evaluator training should be designed to make evaluations as consistent, reliable, and equitable as possible across schools, grades, subjects, and assignments.

The Union President will be invited to an initial evaluator training session provided by the school district.

##### **3. Procedures**

All evaluators shall follow the evidence collection and reporting requirements outlined in this contract.

##### **4. Evaluator Roles and Responsibilities**

There shall be two (2) categories of evaluators. Both Primary and Supervising evaluators can initiate educator plans.

###### **a. Primary Evaluator**

The Superintendent shall identify a primary evaluator, normally the principal, for each school in the district.

The primary evaluator shall assign all supervising evaluators (if any) in a school building.

The primary evaluator shall approve all educator plans; and approve all Formative/Summative Assessment/Evaluation reports and ratings for educators after receiving recommendations from the supervising evaluator (if any).

The primary evaluator may perform any or all duties ascribed to supervising evaluators below.

###### **b. Supervising Evaluator**

The supervising evaluator may be the primary evaluator or their designee.

- Clinicians - Executive Director of Social Emotional Learning and Assistant Director of Social Emotional Learning.
- Behavior Specialist, OT & PT - SPED Program Specialist or Executive Director of Special Education
- Art & Music Therapy - Fine Arts Curriculum Dept.

The supervising evaluator's responsibilities include supervising goal setting and plan development with the educator; conducting classroom observations, collecting and analyzing other evidence as allowed under state regulations; and providing feedback and support to the educator.

The supervising evaluator completes the Formative Assessment/Evaluation report and, if applicable, recommends formative ratings to the primary evaluator. Any change in a rating from the preceding assessment/evaluation, either on a particular standard or overall, must be reviewed and approved by the primary evaluator. The supervising evaluator drafts the Summative Evaluation report and recommends summative ratings to the primary evaluator. The primary evaluator shall review and approve and may amend the final summative report and ratings.

## **5. Notifications and Changes to Evaluators**

The educator shall be notified in writing of their primary evaluator, supervising evaluator (if any) at the outset of each new evaluation cycle.

At any time during the evaluation cycle, the educator may send a written request to their primary evaluator for a different supervising evaluator.

## **D. Performance Standards and Ratings**

An educator shall be rated on each of four performance standards and shall receive an overall rating.

The four performance standards are:

1. Curriculum, Planning, and Assessment
2. Teaching All Students
3. Family and Community Engagement
4. Professional Culture

There shall be four performance ratings:

- Exemplary shall mean that the educator's performance consistently and significantly exceeds the requirements of a standard or overall.
- Proficient shall mean that the educator's performance fully and consistently meets the requirements of a standard or overall.
- Needs Improvement shall mean that 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 shall mean that 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.

An educator must receive a proficient or higher rating on the first two (2) standards to receive a proficient or higher rating overall.

## **E. Rubrics, Forms, and Documents**

The parties agree to use the performance rubrics, forms, and documents included in this CBA and attached hereto incorporated herein by reference as follows: Appendix D-1 – Forms; Appendix D-2 – Specialized Instructional Support Personnel (SISP) Rubric.

## **F. Evaluation Cycle: Self-Assessment and Goal Proposal**

At the start of each new evaluation cycle, an educator shall submit a Self-Assessment Form to their supervising evaluator. In cases of one-year or two-year plans that begin at the start of the school year, educators shall submit the self-assessment by October 15. Between the start of the school year and October 15, teams of educators shall have common planning time to work on their self-assessments collaboratively.

Each self-assessment shall contain:

1. An analysis of evidence of student learning, growth, and achievement for students under the educator's responsibility.
2. A reflection on practice using each of the four performance standards of effective practice using the appropriate rubric(s) in Appendix D-2.
3. Proposed goals for the Educator Plan:
  - a. Each educator must propose a minimum of one (1) goal directly related to improving student learning and a minimum of one (1) goal directly related to improving professional practice.

- b. The proposed goals must align with school and district goals.
- c. Educators shall consider goals for grade-level, subject-area, or department teams, or for other groups of educators who share responsibility for student learning and results.
- d. For educators with PTS rated needs improvement or unsatisfactory, the professional practice goal must address specific standards and indicators identified for improvement.
- e. Guidance for setting SMART Goals is attached hereto as part of Appendix D-3.

#### **G. Educator Plans: Types, Durations, and Special Requirements**

All educators will be on educator plans. Educator plans shall take effect upon written approval by the primary evaluator and will remain in effect until the end of the period defined in the plan or until the plan is changed in accordance with state regulations and the provisions of this Article.

The types, durations, and special requirements of educator plans are as follows:

##### **Initial Evaluation Assignments - Type of Plans:**

- Non PTS therapists - Developing Educator - 1 yr. plan
- PTS therapists with no performance issue (no personnel file documentation) - Self Directed 2 yr. plans
- PTS therapists with performance issue (personnel file documentation - meeting to determine plan) - Directed Growth 1 yr. plan or Improvement 1 yr. plan

#### **1. Developing Plans:**

##### **For Non-PTS Educators**

All educators without professional teacher status (PTS) shall be on Developing Plans.

##### **For PTS Educators**

The parties acknowledge that it may take some time for an educator with PTS to become proficient in a new assignment. A new assignment shall mean a change in subject area, licensure, building, or grade level. However, at the elementary level, a grade level change shall mean a change of three (3) or more grades. The primary evaluator may assign a developing plan to a PTS educator in a new assignment at the educator's request or at the primary evaluator's discretion.

Each developing plan for PTS educators in new assignments will be for one (1) school year. If the educator receives an overall rating of proficient or higher upon the summative evaluation at the end of the year, the educator may begin a Self-Directed Growth Plan for the next school year. If the overall summative rating is below proficient, the primary evaluator and the educator may discuss the possibility of a more appropriate assignment, and a different assignment that matches the educator's certification may be offered. If a different assignment is made, the primary evaluator may extend the developing plan for a subsequent plan period of up to one (1) school year. If a different assignment is not made, the educator shall be placed on a Directed Growth Plan.

#### **2. Self-Directed Growth Plans for PTS Educators**

Educators with PTS who have an overall rating of proficient or exemplary and whose impact on student learning is moderate or high after the DESE implementation of such ratings, shall be on two-year Self-Directed Growth Plans. The primary evaluator shall complete a Formative Evaluation report at the end of year one and a Summative Evaluation report at the end of year two.

Educators with PTS who have an overall rating of proficient or exemplary and, after the DESE implementation of such ratings, whose impact on student learning is low, shall be on one-year Self-Directed Growth Plans.

#### **3. Directed Growth Plans for PTS Educators**

##### **a. Overview**

Educators with PTS who receive an overall rating of needs improvement from the primary evaluator, shall be on Directed Growth Plans.

##### **b. Assignment of Supervising Evaluator and First Conference**

The primary evaluator may designate a supervising evaluator to oversee the development and implementation of a Directed Growth Plan. The supervising evaluator may be the primary evaluator.

Within fifteen (15) school days of an educator receiving an overall rating of needs improvement, the designated supervising evaluator shall meet with the educator to develop the Directed Growth Plan. The educator may request that a union representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of a Directed Growth Plan.

##### **c. Plan Length**

The parties agree that a reasonable amount of time shall be provided to permit the educator to implement the plan and demonstrate proficiency. The primary evaluator, in consultation with the supervising evaluator, the educator, and a union representative, if requested by the educator, shall determine the plan length.



#### **d. Plan Components**

The Directed Growth Plan shall be completed using the Educator Plan Form in Appendix D-1. Each plan shall include, at a minimum, the following components:

- The assigned primary evaluator and supervising evaluator, if any.
- The start and end dates of the plan.
- The area(s) targeted for improvement. The supervising evaluator shall delineate the specific standards and indicators the educator has not fully met on the appropriate performance rubric, drawing on evidence supplied in previous evaluations.
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed.
- The recommended actions and activities for improvement. The supervising evaluator shall prescribe the actions the educator needs to take to meet the performance goals.
- The supports and modes of assistance available to the educator from the district, school, and/or individuals. These may include workshops, courses, trainings, materials, instructional coaches, peer assistants, and any other supports the district or school may provide to assist the educator in improving their performance in the targeted areas. The supervising evaluator shall provide the educator with guidance and assistance in accessing the resources and professional development outlined in the Directed Growth Plan.
- The anticipated number of announced and unannounced observations that will take place during the plan period.
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment report on the relevant standard(s) and indicator(s).
- The delivery date of the Summative Evaluation report.

#### **e. Signatures and Delivery**

The Primary Evaluator must approve the Directed Growth Plan and both the primary and supervising evaluators must sign it and deliver it to the educator at least fifteen (15) school days before the start date of the plan.

The Educator shall sign their Directed Growth Plan within five (5) school days of receipt and may include a written response using the Educator Response Form in Appendix D-1. The educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the educator.

#### **f. Appeal Process**

If an educator disagrees with any element of the approved Directed Growth Plan, the educator may submit comments of that nature using the Educator Response Form to the supervisor of the primary evaluator, copying the Union President if desired. The notified parties may consult each other on the matter. Following any consultation, the Superintendent may discuss the matter with the primary evaluator, and ask them to revise elements of the Directed Growth Plan.

#### **g. Changes During Plan Period**

A rating on a particular standard may be changed through a formative assessment at any time during the plan period.

The parties agree that, barring a pattern of performance of an egregious nature or other just cause, no educator with PTS on a Directed Growth Plan shall be dismissed during the prescribed plan period, or have their overall rating changed until the summative assessment, if applicable.

### **4. Improvement Plans for PTS Educators**

#### **a. Overview**

An educator with PTS who receives an overall rating of unsatisfactory, from their primary evaluator, shall be on an Improvement Plan.

#### **b. Assignment of Supervising Evaluator and First Conference**

The primary evaluator may designate a supervising evaluator to oversee the development and implementation of an Improvement Plan. The primary evaluator may be the supervising evaluator.

Within fifteen (15) school days of an educator receiving an overall rating of unsatisfactory, the designated supervising evaluator shall meet with the educator to discuss and assist in the development of the Improvement Plan. The educator may request that a union representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of an Improvement Plan.

#### **c. Plan Length**

The parties agree that a reasonable amount of time, and in no event less than one (1) school year, shall be provided to permit the educator to implement the plan and demonstrate improvement. The primary evaluator, in

consultation with the supervising evaluator, the educator, and a union representative, if requested by the educator, shall determine the plan length.

#### **d. Plan Components**

The Improvement Plan shall be completed using the Educator Plan Form in Appendix D-1. Each plan shall include, at a minimum, the following components:

- The assigned primary evaluator and supervising evaluator, if any.
- The start and end dates of the plan.
- The area(s) targeted for improvement. The supervising evaluator shall delineate the specific standards and indicators on the appropriate performance rubric that the educator has not met, drawing on evidence supplied in previous evaluations.
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed.
- The recommended actions and activities for improvement. The supervising evaluator shall prescribe the actions the educator needs to take to meet the performance goals.
- The supports and modes of assistance available to the educator from the district, school, and/or individuals. These may include workshops, courses, trainings, materials, instructional coaches, peer assistants, and any other supports the district or school may provide to assist the educator in improving their performance in the targeted areas. The supervising evaluator shall provide the educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- The anticipated number of announced and unannounced observations that will take place during the plan period.
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment report on the relevant standard(s) and indicator(s).
- The delivery date of the Summative Evaluation report.

#### **e. Signatures and Delivery**

The primary evaluator must approve the plan and both the primary evaluator and the supervising evaluator must sign it and deliver it to the educator at least fifteen (15) school days before the start date of the plan.

The educator shall sign their Improvement Plan within five (5) school days of receipt and may include a written response using the Educator Response Form in Appendix D-1. The educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the educator.

#### **f. Appeal Process**

If an educator disagrees with any element of the approved Improvement Plan, the educator may submit comments of that nature using the Educator Response Form to the supervisor of the primary evaluator, copying the Union President, if desired. The notified parties may consult each other on the matter. Following any consultation, the supervisor of the primary evaluator may discuss the matter with the primary evaluator, who may be asked to revise elements of the Improvement Plan.

#### **g. Changes During Plan Period**

The parties agree that, barring a pattern of performance of an egregious nature or other just cause, no educator with PTS on an Improvement Plan shall be dismissed during the prescribed plan period.

A rating on a particular standard and/or an overall rating may be upgraded to needs improvement or higher through a formative assessment at any time during the plan period.

#### **h. Decision on the Educator's Status at the Conclusion of the Improvement Plan:**

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

- If the evaluator determines that the educator has improved their practice to the level of proficiency, the educator will be placed on a Self-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.
- If the evaluator determines that the educator is not making substantial progress toward proficiency, the evaluator may recommend to the Superintendent that the educator be dismissed.
- 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.



## **H. Evaluation Cycle: Goal Finalization and Educator Plan Development**

### **1. Conferences**

By October 15, the primary evaluator shall schedule and conduct a final goal-setting and plan-development conference with all educators under their supervision.

The final goal-setting and plan-development conferences may occur in groups.

During the conferences, evaluators and educators shall consider finalizing goals for grade-level, subject-area, or department teams, or for other groups of educators who share responsibility for student learning and results.

Educators rated needs improvement or unsatisfactory may participate in group conferences for final goal-setting and plan development; however, they shall also meet individually with their primary evaluators to finalize professional practice goal(s) that address specific standard(s) and indicator(s) identified for improvement.

### **2. Drafting of Educator Plans**

During or as soon as possible after the final goal setting conference, the primary evaluator and educator shall draft an educator plan using the appropriately designated form in Appendix D-1:

The Directed Growth Plan designation shall be used for educators on Directed Growth Plans.

The Improvement Plan designation shall be used for educators on Improvement Plans.

The Educator Plan designation shall be used for all other educators.

The Educator Plan Form shall, at minimum, specify the following:

- The assigned primary evaluator and supervising evaluator, if any.
- The start and end dates of the plan.
- The educator's student learning and professional practice goals.
- The actions the educator will take to attain their goals.
- The supports, resources, and professional development available from the school district.
- The anticipated delivery date of the Formative Assessment or Formative Evaluation report.
- The anticipated delivery date of the Summative Evaluation report.

### **3. Approval and Delivery of Educator Plans**

The primary evaluator must approve and sign and the supervising evaluator (if any) must sign the educator plan and deliver it to the educator no later than November 1 for plans beginning at the start of the school year.

Additionally, all final educator plans shall be delivered to the educator at least five (5) school days before the start date of any educator plan.

The educator shall sign their educator plan within five (5) school days of receipt and may include a written response using the Educator Response Form in Appendix D-1. The educator's signature shall denote receipt of the plan not agreement with its contents. A copy of the signed plan shall remain with the educator.

### **4. Appeal Process**

If an educator disagrees with any element of the approved educator plan, the educator may submit comments of that nature using the Educator Response Form to the primary evaluator and/or supervisor of the primary evaluator, copying the Union President if they wish. The notified parties may consult each other on the matter. Following any consultation, the primary evaluator and/or the supervisor of the primary evaluator may discuss the matter with the supervising evaluator, who may be asked to work with the educator to revise the goals and contents of the educator plan.

## **I. Evaluation Cycle: Record of Evaluation and Evidence Collection**

### **1. Record of Evaluation**

The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication.

To facilitate this process, the parties agree that each educator shall have a record of evaluation maintained as part of their personnel file, pursuant to Article V, Section G.

All evaluation documents shall remain confidential as personnel records of each member of the bargaining unit.

Each educator's record of evaluation shall consist of three parts: 1) all forms and documents used or contained in the evaluation process; 2) evaluator-supplied evidence; and 3) educator-supplied evidence.

Standard forms shall include all relevant forms in Appendix D-1. The other components are described below.

### **2. Role of the Record of Evaluation in Evaluation Reports**

Formative or summative evaluation reports shall rely on evidence previously entered into the record of evaluation according to the protocols below.

### **3. Evaluator-Supplied Evidence**

#### *Record of Evidence Form*

Any evaluator who collects evidence shall maintain a Record of Evidence Form for each educator under their supervision using the Evaluator Record of Evidence Form in Appendix D-1. The form shall be used to document and preserve evidence that may be relied upon to determine ratings against standards and/or to assess progress toward goals.

A Record of Evidence Form entry may include attachments. Any time an evaluator makes an entry into the Record of Evidence Form, the educator will receive a copy of the Record of Evidence Form entry and any relevant attachments.

*Evidence Collection and Record keeping Protocols*

Evaluators shall collect and record evidence from classroom observations and other sources of evidence allowed under state regulations according to the following protocols:

Classroom observations

Classroom observations may be announced or unannounced and of any duration.

A. Educators without PTS:

1. In the first year of practice or first year assigned to a school, the educator shall have at least one (1) announced observation and at least four (4) unannounced observations.
2. In their second and third years of practice or second and third years as a non-PTS educator in the school, the educator shall have at least one (1) announced and at least three (3) unannounced observations.

B. Educators with PTS:

1. The educator whose overall rating is proficient or exemplary must have at least one (1) unannounced observation during the evaluation cycle.
2. The educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of the plan which must include at least two (2) unannounced observations.
3. The educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the evaluator, but in no case, for improvement plans of one (1) year, shall there be fewer than one (1) announced and four (4) unannounced observations. For improvement plans of six (6) months or fewer there must be no fewer than one (1) announced and two (2) unannounced observations.

C. Observation Process

The evaluator's first observation of the educator without professional status should take place by November

15. Observations required by the educator plan should be completed by May 15. 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.

1. Unannounced Observations

- a. 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.
- b. In case of an observation that raises questions or concerns, the evaluator shall request an in-person conference with the educator within five (5) school days of the observation.
- c. The educator will be provided with at least brief written feedback from the evaluator within five to seven (5 to 7) school days of the observation. The written feedback shall be delivered to the educator in person, electronically, placed in the educator's school mailbox in a sealed envelope or, in the event that, after good faith efforts, other options are unsuccessful or unavailable, mailed to the educator's home.
- d. Any observation or series of observations resulting in one (1) or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one (1) observation of at least thirty (30) minutes in duration within thirty (30) school days.

2. Announced Observations

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 (1) announced observation.

- a. The evaluator shall select the date and time of the lesson or activity to be observed and discuss with the educator any specific goal(s) for the observation.
- b. Within five (5) school days of the scheduled observation, upon request of either the evaluator or educator, the evaluator and educator shall meet for a pre-observation conference. In lieu of a meeting, the educator may inform the evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the evaluator to assess performance.
  1. The educator shall provide the evaluator with a completed copy of the Pre-Observation Data Sheet.
  2. The educator will be notified as soon as possible if the evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the educator as soon as reasonably practical.
- c. Within five (5) school days of the observation, the evaluator and educator will 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 twenty-four (24) hours if possible. The meeting will be to clarify any questions regarding the therapeutic services observed.

d. The evaluator shall provide the educator with written feedback within five to seven (5-7) school days of the post-observation conference. For any standard where the educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

1. Describe the basis for the evaluator's judgment.
2. Describe actions the educator should take to improve their performance.
3. Identify support and/or resources the district will provide the educator for use in their improvement.
4. State that the educator is responsible for addressing the need for improvement.

#### Other sources of evidence

The evaluator may record sources of evidence other than classroom observations on the Evaluator Record of Evidence with the appropriate feedback accompanying each entry. Such entries may be put into the Record of Evidence at any time, provided that the evaluator holds a meeting with the educator to share and discuss an entry which raises questions or concerns before it is formally entered into the log, thus giving the educator an opportunity to address the evidence and dispel the concerns.

Additionally, following an Evaluator Record of Evidence entry made by an evaluator, the educator may use the Educator Response Form in Appendix D-1 to submit comments and/or additional information they believe relevant to the evaluator's understanding of the evidence. Any comments or information added by the educator shall become part of the educator's record of evaluation, and the evaluator who collected and documented the evidence shall acknowledge receipt with their signature.

#### **4. Educator-Supplied Evidence**

Every educator shall have the right to compile and present any evidence or information that relates to their performance against the standards and/or progress toward plan goals.

The educator may share any or all compiled evidence/information with their evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the educator's record of evaluation using the Educator Collection of Evidence Form. The primary evaluator shall acknowledge receipt of said contents with their signature.

Evidence will be entered utilizing a digital management program.

### **J. Evaluation Cycle: Formative Assessment/Evaluation**

#### **1. Overview**

The formative assessment takes stock of the educator's performance against the standards and/or progress toward plan goals throughout the evaluation cycle but typically takes places mid-cycle when the supervising evaluator completes a Formative Assessment report.

For an educator on a two (2)-year Self-Directed Growth Plan, the Formative Evaluation report occurs at the end of year one.

#### **2. Timelines**

##### **a. Formative Assessments**

For educators on one (1)-year or shorter plans, the supervising evaluator shall complete at least one (1) Formative Assessment report during the evaluation cycle. Formative Assessments shall be delivered to educator by February 1<sup>st</sup> and meet with evaluator if requested by February 15<sup>th</sup>.

Either party may request and shall receive a personal conference which, shall occur before the supervising evaluator completes the Formative Assessment report and delivers it to the educator.

##### **b. Formative Evaluations**

For educators on two (2)-year Self-Directed Growth plans that begin at the start of the school year the supervising evaluator shall complete a Formative Evaluation report and deliver it to the educator between May 15 and June 1. On or before May 1, either party may request and shall receive an in-person conference which shall occur before the evaluator completes the Formative Evaluation report and delivers it to the educator.

##### **c. Completion and Delivery of Formative Assessment/Evaluation Report**

In assessing progress toward goals, the primary evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the educator. In the case of team goals, the evaluator shall consider evidence of the contributions made by each individual to the team.

When writing a Formative Assessment/Evaluation report, the primary evaluator need not recommend performance ratings on each standard or overall but instead may assess solely on progress toward goals. If they make no ratings recommendation, the previous summative ratings shall remain in effect.

The primary evaluator must review and approve any recommended change in a rating, either on a particular standard or overall, must be reviewed and approved by the primary evaluator, provided that:

- Reports that give an overall rating of needs improvement or unsatisfactory must rely on evidence previously entered into the record of evaluation.
- No educator previously rated proficient or exemplary overall may have their overall rating lowered through a formative assessment/evaluation unless the following process has occurred:

The supervising or primary evaluator must first have noted at least three (3) classroom observations in the record of evaluation during the evaluation cycle that have raised concerns and for which the evaluator has provided appropriate feedback. The observations must be fifteen (15) minutes in length and must include at least two (2) different classes (e.g. different content, grade level, students and/or time of day) over a period of at least fifteen (15) school days.

The primary and supervising evaluators shall sign and date each formative assessment/evaluation and deliver it to the educator. The educator shall sign the report within five (5) school days of receipt and may include a written response using the Educator Response Form. The educator's signature shall denote receipt of the report, not agreement with its contents. A copy of the signed report shall remain with the educator

### **3. Post-Report Conferences**

#### **a. Educators Rated Unsatisfactory or Needs Improvement Overall**

Any educator so rated may request a conference with the primary evaluator and/or the supervising evaluator to discuss the formative assessment/evaluation report, and the conference shall take place within five (5) school days of the request. The educator may request that a union representative attend the conference.

#### **b. Educators Rated Proficient or Exemplary Overall**

Any educator so rated, may request a post-report conference. If requested, the conference shall occur within ten (10) school days of the request.

## **K. Evaluation Cycle: Summative Evaluation**

### **1. Overview**

For all educators, the evaluation cycle concludes with a Summative Evaluation report.

### **2. Timeline**

For educators on one (1) or two (2)-year educator plans that begin at the start of the school year, the primary evaluator shall complete a Summative Evaluation report and deliver it to the educator between May 15 and June 10. Either party may request and receive an in-person conference which, if requested, shall occur before the evaluator completes the Summative Evaluation report and delivers to the educator.

For educators on Directed Growth or Improvement Plans, the plan shall state the intended delivery date of the Summative Evaluation report. Either party may request an in-person conference, which, if requested, shall occur before the primary evaluator completes the Summative Evaluation report and delivers it to the educator.

### **3. Completing and Delivering the Report**

The supervising evaluator shall draft the Summative Evaluation report using the Summative Evaluation Report Form in Appendix D-1.

The supervising evaluator shall recommend to the primary evaluator a rating on progress toward student learning goals; a rating on progress toward professional practice goals; a rating on each of the four standards; and an overall rating. The supervising evaluator shall provide a rationale and evidence for each recommendation.

In assessing progress toward goals, the supervising evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the educator. In the case of team goals, the evaluator shall consider evidence of the contributions made by the individual to the team.

The primary evaluator shall review the draft report and recommended ratings. The primary evaluator may amend the draft report and recommended ratings, citing evidence to support the change(s).

The primary evaluator shall then approve the final Summative Evaluation report and ratings, provided that:

- Reports that give an overall rating of needs improvement or unsatisfactory must rely on evidence entered into the Record of Evidence that the primary or supervising evaluator has already discussed in person with the educator at a conference to which the educator may invite a union representative if they wish to do so.
- No educator previously rated proficient or exemplary overall may have their overall rating lowered through a summative evaluation unless the following process has occurred:

The supervising or primary evaluator must first have noted at least three (3) classroom observations in the record of evaluation during the evaluation cycle that have raised concerns and for which the evaluator has provided appropriate feedback. The observations must be at least fifteen (15) minutes in length and must include at least two (2) different classes (e.g. different content, grade level, students and/or time of day) over a period of at least fifteen (15) school days.

The primary and supervising evaluators shall sign the final Summative Evaluation report and deliver it to the educator. The educator shall sign the report within five (5) school days of receipt and may include a written response using the Educator Response Form. The educator's signature shall denote receipt of the report, not agreement with its contents. A copy of the signed report shall remain with the educator.

#### 4. Post-Report Conferences

Any educator regardless of their rating may request a conference with the supervising evaluator and/or primary evaluator to discuss the Summative Evaluation report, and the conference shall take place within ten (10) days but no later than the educator's last school day of the school year. The educator may request that a union representative attend the conference.

#### L. Timeline

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 15
Evaluator meets with educators in teams or individually to establish educator plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator initiates and educator completes plan	November 1
Evaluator should complete first observation of each educator on a one (1) year plan.	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or four (4) weeks before Formative Assessment Report date established by evaluator	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for educators on one (1) year educator plans	February 1
Evaluator holds formative assessment meetings if requested by either evaluator or educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or four (4) weeks prior to Summative Evaluation Report date established by evaluator	April 20*
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with educators whose overall summative evaluation ratings are needs improvement or unsatisfactory	Within ten (10) school days of May 15
Evaluator meets with educators whose ratings are proficient or exemplary at request of evaluator or educator	June 10 or educator's last work day
Educator signs Summative Evaluation Report and adds response, if any, within five (5) school days of receipt	June 10 or at least five (5) school days before the last educator work day



#### A) Educators with PTS on Two (2) Year Plans

Activity:	Completed By:
Evaluator completes unannounced observations(s)	Any time during the two (2)-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2 or at least five (5) school days before the last educator work day
Evaluator and educator sign Summative Evaluation Report	June 15 of Year 2 or at least five (5) school days before the last educator work day

#### B) Educators on Plans of Less than One (1) Year

The timeline for educators on plans of less than one (1) year will be established in the educator plan.

#### M. General Provisions

The parties agree to establish a joint union-management evaluation team which shall review the evaluation processes and procedures annually through the first three (3) years of implementation and recommend adjustments to the parties.

The Union President shall appoint the union team members. The Superintendent shall appoint the management team members. The parties agree to reopen the Collective Bargaining Agreement for the limited purpose of negotiating over such recommended adjustments and future DESE regulations and/or requirements.

### Appendix D-1 Forms for Educator Evaluation

#### Overview of Forms

The forms included in this Appendix are approved templates, to support educators and evaluators in the evaluation process. For all of these forms, additional pages may be attached as needed.

- **Self-Assessment and Goal Setting Form.** This form is intended to be used in support of Step 1: Self-Assessment and Step 2: Goal Setting and Plan Development, the educator's initial step of the cycle. For Step 1: Self-Assessment, 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. For Step 2: Goal Setting and Plan Development, individuals and teams may use this form to propose goals (a minimum of one (1) student learning goal and one (1) professional practice goal). The form should initially be submitted 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 digital platform.
- **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 digital platform.
- **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 their practice. It will be completed by the educator and shared with the evaluator prior to Formative Assessment/Evaluation and Summative Evaluation.
- **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. 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 digital platform.

- **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 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* (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). 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 digital platform.
- **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*. 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 digital platform.
- **Educator Response Form.** This form is intended to be used in support of the educator, should they 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 digital platform.

## Lynn Public Schools Self-Assessment and Goal Setting Form

Name:

Author:

Job Title:

Date:

Share:

School(s):

### Check all that apply\*:

☐ Proposed Goals

☐ Final Goals

### 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

#### Student Learning SMART Goal

Check whether goal is individual or team; write name if applicable.

☐ Individual

☐ Team

List Team Members below:

### 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.

#### Professional Practice SMART Goal

Check whether goal is individual or team; write name if applicable.

☐ Individual

☐ Team

List Team Members below:

### SMART

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

\*If proposed goals change during Plan Development, edits may be recorded directly on original sheet or revised goal 1 may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.

Signature of Educator

- no signature -

Signature of Evaluator

- no signature -

Signature of Principal

- no signature -

\* 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.



## Lynn Public Schools Educator Action Plan Form - Initiated by Evaluator

Name:  
Job Title:

Author:  
Date:

Share: [Link](#)

Primary and Supervising Evaluators

School(s):

Educator Plan:

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

Plan Duration:

- ☐ 2-Year
- ☐ One-Year
- ☐ Less than a year

Start Date:

End Date:

### 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

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.

#### Student Learning Goal

(Pulled from Lynn Public Schools Self-Assessment and Goal Setting Form)

Action

Supports/Resources from School/District\*

Timeline or Frequency

### Professional Practice Goal(s): Planned Activities

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.

### Professional Practice Goal

(Pulled from Lynn Public Schools Self-Assessment and Goal Setting Form)

Action

Supports/Resources from School/District

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

- no signature -

Signature of Principal

- no signature -

Signature of Educator

- no signature -

\* 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))

## Lynn Public Schools Directed Growth Plan Form - Evaluator Initiated

Name:

Author:

Job Title:

Date:

Share:

---Select---

Grade:

If a teacher did not meet a Performance Standard, an Improvement Plan must be completed.

**The following plan is based on the evaluation form dated:**

**Start Date:**

**End Date:**

1. Areas targeted for improvement (specific standards and indicators on the appropriate performance rubric that the educator has not met, drawing on evidence supplied in previous evaluations):

2. Performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed:

3. Recommended actions and activities for improvement (the actions the educator needs to take to meet the performance goals):

4. Supports and modes of assistance available to the educator:

5. The number of announced and unannounced observations that will take place during the plan period.

6. The timeline for collecting evidence  
Assessment report on the relevant s

at a minimum a mid-cycle Formative

**7. The date of delivery of the**

**Evaluator Signature**

- no signature -

**Employee Signature**

- no signature -

## Lynn Public Schools Improvement Plan

Name:

Job Title:

Subject:

Grade:

Author:

Date:

School:

Share:

Subject:

Grade:

Primary and Supervising Evaluator  
(auto populated Educator Plan Form)

If a teacher did not meet a Performance Standard, an Improvement Plan must be completed. The following plan is based on the evaluation form dated:

Start Date:

End Date:

### Areas targeted for improvement

Specific standards and indicators on the appropriate performance rubric that the educator has not met, drawing on evidence supplied in previous evaluations):

**Performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed.**

### Recommended actions and activities for improvement

(the actions the educator needs to take to meet the performance goals):

### Supports and modes of assistance available to the educator.

**The number of announced and unannounced observations that will take place during the plan period.**

**The timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment report on the relative standard(s) and indicator(s):**

**The date of delivery of the Summative Evaluation report:**

**Employee Signature**

- no signature -

**Evaluator Signature**

- no signature -

**Principal Signature**

- no signature -

# Lynn Public Schools Evaluator Record of Evidence Form – SISP

Name:

Author:

Job Title:

Date:

Subject:

School:

Share:

## Primary and Supervising Evaluators:

(Pulled from Educator Action Plan Form)

School(s):

Educator Plan and Duration:

## Standards and Indicators for Effective Specialized Instructional Support Personnel (SISP): Rubric Outline

as per 603 CMR 35.03 The evaluator should track collection to ensure that sufficient evidence has been gathered.

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
A. Curriculum & Planning B. Assessment C. Analysis	A. Instruction B. Learning Environment C. Cultural Proficiency D. Expectations	A. Engagement B. Collaboration C. Communication	A. Reflection B. Professional Growth C. Collaboration D. Decision Making E. Shared Responsibility F. Professional Responsibility

\*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

## Date

(Record date of collection, duration if applicable)

## Source of Evidence

(e.g., parent conference observation)

## Standard(s)/Indicator(s)

Note Standard(s) and Indicator(s) to which evidence is tied

## Analysis of Evidence

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

## Feedback Provided

Briefly record feedback given to educator (e.g., strengths recognized, suggestions for improvement)

## Lynn Public Schools Educator Collection of Evidence Form - Educator Initiated

Name:  
Job Title:

Author:  
Date:  
Share:

### Primary and Supervising Evaluators

(Pulled from Educator Plan Form)

### Evidence pertains to (check all that apply) :

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

### Summary of Evidence

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

Signature of Educator

- no signature -

Signature of Evaluator

- no signature -

☐ Attachment(s) included

Per 603 CMR 35.07(1)(c)1, "Evidence compiled and presented by the educator includ[es]: 1. Evidence of fulfillment 1of 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.



## Lynn Public Schools Formative Assessment Report Form - SISP

Name:  
Job Title:  
  
Subject:

Author:  
Date:  
School:  
  
Share:

### Primary and Supervising Evaluators

(Pulled from Educator Action Plan Form)

School(s):

### Assessing\*:

- ☐ Progress toward attaining goals  
☐ Performance on Standards  
☐ Both

### Student Learning Goal

(Pulled from Lynn Public Schools Self-Assessment and Goal Setting Form)

### Progress Toward Student Learning Goal(s)

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

### Professional Practice Goal:

(Pulled from Lynn Public Schools Self-Assessment and Goal Setting Form)

### Progress Toward Professional Practice Goal(s)

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

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

### Performance on Each Standard

Describe performance and feedback for improvement. Attach additional pages as needed.

### 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

- no signature -

Signature of Supervising Evaluator (if any)

- no signature -

Signature of Educator\*\*

- no signature -

\*\* 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.

## Lynn Public Schools Formative Evaluation Report Form

Name: \_\_\_\_\_  
Job Title: \_\_\_\_\_

Author: \_\_\_\_\_  
Date: \_\_\_\_\_  
Share: \_\_\_\_\_

### Primary and Supervising Evaluators

(Pulled from Educator Plan Form)

### Assessing\*:

- ☐ Progress toward attaining goals  
☐ Performance on Standards  
☐ Both

### Student Learning Goal

(Pulled from Lynn Public Schools Self-Assessment and Goal Setting Form)

### 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:

### Professional Practice Goal

(Pulled from Lynn Public Schools Self-Assessment and Goal Setting Form)

### 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:

\*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.

- ☐ 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

Rationale, evidence, and feedback for improvement:

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

## II: Teaching All Students

Rationale, evidence, and feedback for improvement:

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

## III: Family/Community Engagement

Rationale, evidence, and feedback for improvement:

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

## IV: Professional Culture

Rationale, evidence, and feedback for improvement:

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

☐ 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

Rationale, evidence, and feedback for improvement:

Unsatisfactory	Needs Improvement	Proficient	Exemplary
----------------	-------------------	------------	-----------

## 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.

Signature of Evaluator

- no signature -

Signature of Educator\*\*

- no signature -

## Signature of Principal

- no signature -

\*\* 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.

# Lynn Public Schools Summative Evaluation Report Form - Evaluator Initiated

Name  
Job Title

Author  
Date

Share

## Primary and Supervising Evaluators

(Pulled from Educator Plan Form)

School(s):

Current Plan:

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

## Student Learning Goal

(Pulled from Lynn Public Schools Self-Assessment and Goal Setting Form)

## Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

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

Rationale, evidence, and feedback:

## Professional Practice Goal

(Pulled from Lynn Public Schools Self-Assessment and Goal Setting Form)

## Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

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

Rationale, evidence, and feedback:

## Rating on Each Standard

### I: Curriculum, Planning, & Assessment

Rationale, evidence, and feedback:

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

## II: Teaching All Students

Rationale, evidence, and feedback:

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

## III: Family/Community Engagement

Rationale, evidence, and feedback:

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

## IV: Professional Culture

Rationale, evidence, and feedback:

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

## Overall Performance Rating

Rationale, evidence, and feedback:

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

## 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 summative evaluation as per 603 CMR 35.06(6) on the Educator Response Form.

Signature of Evaluator

- no signature -

Signature of Educator\*

- no signature -

Signature of Principal

- no signature -

\* 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.

## Lynn Public Schools Educator Response Report Form - Educator Initiated

Name:  
Job Title:

Author:  
Date:

Share: \_ \_ \_

### Primary and Supervising Evaluators

(Pulled from Educator Plan Form)

### 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

Attach additional pages as needed

Signature of Educator

- no signature -

Signature of Evaluator

- no signature -

☐ Attachment(s) included



## Appendix D-2

### 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 five (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 their 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.

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

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

How to reference parts of the rubric:

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

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

# SISP Rubric

Name: \_\_\_\_\_ Author: \_\_\_\_\_  
 Job Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Subject: \_\_\_\_\_ School: \_\_\_\_\_  
 Share: \_\_\_\_\_

## 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-1. Professional Knowledge

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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 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 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.

#### I-A-2. Child and Adolescent Development

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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 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 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.

### 1-A-3 Plan Development

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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 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 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.

### I-A-4. Well-Structured Lessons

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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 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 lessons (which may include individual and group activities or sessions) with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping.

### 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-1. Variety of Assessment Methods

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	May design and administer assessments and/or collect some data to measure student learning, growth, or development, but uses a limited range of methods.	Administers assessments and/or collects only the data required by the school and/or measures only point-in-time student achievement or development.

## I-B-2. Adjustment to Practice

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	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.	Makes few adjustments to practice by identifying and/or implementing appropriate differentiated interventions, supports, and programs based on formal and informal assessments.

## Indicator I-C. Analysis Indicator

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

### I-C-1. Analysis and Conclusions

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	Draws conclusions from a limited analysis of data to inform student learning, growth, and development.	Does not analyze data and/or draw conclusions from data beyond completing minimal requirements.

### I-C-2. Sharing Conclusions With Colleagues

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	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.	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.

### I-C-3. Sharing Conclusions With Students and Families

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	Provides some feedback about student growth or progress beyond required reports but rarely shares strategies for students to grow and improve.	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.

## 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-1. Quality of Effort and Work

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	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.	Establishes no or low expectations for student work and behavior and/or offers few supports to help students know what is expected of them.

#### II-A-2. Student Engagement

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	Consistently uses instructional and clinical practices that are likely to motivate and engage most students during the lesson, activity, or session.	Uses instructional and/or clinical practices that motivate and engage some students but leave others uninvolved and/or passive.	Uses instructional and/or clinical practices that leave most students uninvolved and/or passive.

#### II-A-3. Meeting Diverse Needs

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	May use some appropriate practices and/or supports to accommodate differences, but fails to address an adequate range of differences.	Uses limited and/or inappropriate practices and/or supports to accommodate differences.



**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-1. Safe Learning Environment**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	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.	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.

**II-B-2. Collaborative Learning Environment**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.

**II-B-3. Student Motivation**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take risks.	Directs all learning experiences, providing few, if any, opportunities for students to take risks or challenge themselves.

**Indicator II-C. Cultural Proficiency**

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

**II-C-1. Respects Differences**

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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 generally demonstrate respect for individual differences.	Establishes an environment in which students demonstrate limited respect for individual differences.

## II-C-2. Maintains Respectful Environment

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	Minimizes or ignores conflicts and/or responds in inappropriate ways.

## 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-1. Clear Expectations

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	May communicate specific standards for student work, effort, interactions, and behavior, but inconsistently or ineffectively enforces them.	Does not make specific standards for student work, effort, interactions, and behavior clear to students.

## II-D-2. High Expectations

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	Effectively models and reinforces ways that students can set and accomplish challenging goals through effective effort, rather than having to depend on innate ability.	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.	Gives up on some students or communicates that some cannot accomplish challenging goals.

## II-D-3. Access to Knowledge

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	Occasionally adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Rarely adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.

### 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-1. Parent/Family Engagement

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

#### 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-1. Learning Expectations

Exemplary	Proficient	Needs Improvement	Unsatisfactory
Successfully conveys to most parents clear, user-friendly student learning, behavior, and wellness expectations. Is able to model this element.	Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.	Sends home only a list of rules/expectations and an outline of the student learning, behavior, or wellness plan for the year.	Does not inform parents about learning, behavior, and/or wellness expectations.

##### III-B-2. Student Support

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.	Sends home occasional suggestions on how parents can support learning and development at home or at school.	Rarely, if ever, communicates with parents on ways to support learning and development at home or at school.

#### Indicator III-C. Communication

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

### III-C-1. Two-Way Communication

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully 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.	Rarely communicates with families except through required reports; rarely solicits or responds promptly to communications from families.

### III-C-2. Culturally Proficient Communication

Exemplary	Proficient	Needs Improvement	Unsatisfactory
Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	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.	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.

## 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-1. Reflective Practice

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	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.	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.

### IV-A-2. Goal Setting

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.	Proposes one goal that is vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student data.	Participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.

### 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-1. Professional Learning and Growth

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	Participates only in required professional development and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.

### Indicator IV-C. Collaboration

Collaborates effectively with colleagues on a wide range of tasks.

#### IV-C-1. Professional Collaboration

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on student performance and/or development.

#### IV-C-2. Consultation

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	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 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.

### Indicator IV-D. Decision-Making

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

#### IV-D-1. Decision-Making

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	Attends but does not participate in planning and decision making at the school, department, and/or grade level.

#### Indicator IV-E. Shared Responsibility

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

#### IV-E-1. Shared Responsibility

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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.	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.	Within and beyond the classroom, inconsistently reinforces school-wide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Rarely reinforces school-wide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.

#### Indicator IV-F. Professional Responsibilities

Is ethical and reliable, and meets routine responsibilities consistently.

#### IV-F-1. Judgment

Exemplary	Proficient	Needs Improvement	Unsatisfactory
Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates poor judgment and/or discloses confidential student information inappropriately.

#### IV-F-2. Reliability & Responsibility

Exemplary	Proficient	Needs Improvement	Unsatisfactory
Consistently fulfills all professional responsibilities to high standards. Is able to model this element.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.

#### Evaluator Signature

- no signature -

#### Specialist Signature

- no signature -



### **Appendix D-3 SMART Goals**

S =Specific and Strategic

M = Measurable

A = Action Oriented

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

T =Timed and Tracked

Appendix E FMLA for Parental Leave Settlement Letter

**LTU**

**LYNN TEACHERS UNION**

LOCAL 1037

AMERICAN FEDERATION OF TEACHERS

AFFILIATED WITH AFL-CIO

679 WESTERN AVENUE, LYNN, MASSACHUSETTS 01905-2208

TEL (781) 589-5581 FAX (781) 589-5584

e-mail - ltu1037@lynnteachersunion.org



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Dr. Catherine Latham  
Deputy Superintendent of Schools  
Lynn Public Schools  
90 Commercial Street  
Lynn, MA 01905

John Mihos, Esquire  
7 Franklin Street  
Lynn, MA 01902

At a Level III grievance meeting held on Thursday, April 2, 2009, the parties agreed to the following:

Teachers may use up to 60 of their accumulated sick days for maternity leave after the birth of a baby under the Family and Medical Leave Act (FMLA).

It is agreed that paid FMLA will be for maternity <sup>or paternity</sup> purposes only.

In the case of personal illness or accident, or illness in the immediate family (parent, husband, wife, child, brother, sister or other relationship determined by the Superintendent of Schools), teachers shall use personal accrued sick time as allowed by the teachers' contract, Article VIII, Section B, Sick Leave, page 37.

If a teacher chooses not to use his/her sick days or do not have sufficient sick days accumulated for the length of the illness, he/she may use FMLA which is unpaid.

4/23/09  
Date  
Catherine C. Latham  
For the School Committee

4/21/09  
Date  
Alice M. Gunning  
For the Lynn Teachers Union

## **LYNN SCHOOL COMMITTEE**

### **BARGAINING COMMITTEE:**

Jared C. Nicholson, Mayor  
Brian K. Castellanos  
Donna M. Coppola  
Eric Dugan  
Lorraine M. Gately  
Tiffany Magnolia  
Lenin Peña  
Patrick A. Tutwiler, Superintendent  
Howard Greenspan, Esquire, Labor Relations Consultant

## **LYNN TEACHERS UNION, LOCAL 1037 AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

### **BARGAINING COMMITTEE:**

Sheila O'Neil, President  
Nicholas DiPardo, AFT Massachusetts  
Caryn LaFlamme, AFT Massachusetts  
Marie Cawlina Kasle, Chairperson  
Robin Bradley  
Jenn Fucci  
Stephanie Gaeta  
Julie Godbout  
Brittany Hockman  
Michelle L'Italien  
Mary Jo McElligott  
Laura Sanchez

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