

AGREEMENT

between the

CANTON SCHOOL COMMITTEE

and the

**CANTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
UNIT E**

SEPTEMBER 1, 2018 - AUGUST 31, 2021

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THIS AGREEMENT is made and entered into on this _____ day of _____, 2019 by and between the Canton School Committee, hereinafter referred to as the “Committee, School District or District” and the Canton Educational Support Personnel Association, affiliated with the Canton Teachers Association as Unit E, hereinafter referred to as the “Association.”

ARTICLE 1 **RECOGNITION**

The Committee recognizes the Association as the exclusive representative of the bargaining unit for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment and the negotiation of any collective bargaining agreements. The unit consists of the following employees: all full-time and part-time educational assistants, certified occupational therapist assistants (COTAs), school aides, speech and language assistants, Applied Behavioral Analysis Tutors (ABA Tutors) and Athletic Trainer, but excluding all managerial, confidential and casual employees and all other persons employed by the Committee. All employees within the unit are hereinafter referred to as “Unit Employees” or “Employees.”

ARTICLE 2 **MANAGEMENT RIGHTS**

Unless an express, specific provision of this Agreement clearly provides otherwise, the School District and such other officials as may be authorized to act on its behalf retain all rights and prerogatives to manage and control the functions in which Unit Employees are employed.

By way of example, but not limitation, management retains the following rights: to determine educational policy; to decide the number of Employees assigned to a work project or task; to determine the policies and practices involving or affecting the hiring, promotion, assignment, direction, and transfer of Employees; to determine the equipment to be used in the performance of duty; to establish qualifications for ability to perform work; to lay off Employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical; to take actions necessary to comply with federal or state law, regulations or mandates; to establish or modify work hours; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency; to enforce existing rules, regulations and policies for the governance of the school district and to add to or modify each regulation as it deems appropriate; to discharge, suspend, demote, or take other disciplinary action against Employees with good cause during the term of their appointment; and to require the cooperation of all Employees in disciplinary investigations, e.g. providing statements or answering questions about job performance or conduct.

The failure to exercise any management right shall not be deemed a waiver.

Except as to alleged violations of specific provisions of this Agreement, the exercise of the aforementioned rights shall be final and binding and shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 3
NO STRIKES OR LOCKOUTS

A. Neither the Association, nor any Association officer, representative or employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown, withholding of services by Employees, or any other direct or indirect interference with the operation of the District during the life of this Agreement.

B. Should any of its members engage in any of the practices set forth above, the Association shall immediately in writing order such members to return to work and immediately cease such practices. The School District shall receive a copy of this written notice. The Association agrees to use its best efforts to ensure that any such violation cease and that work be fully resumed.

C. The District agrees that it will not conduct a lockout of Employees.

D. Employees who participate in any such acts may be disciplined or discharged without recourse to arbitration, provided, however, that only the question of their participation shall itself be subject to the grievance and arbitration procedure.

ARTICLE 4
GRIEVANCE PROCEDURE

A. The purpose of this Article is to provide an orderly method for the settlement of a dispute between the parties over interpretation, application or claimed violation of a specific provision of this Agreement. Such a dispute shall be defined as a grievance under this Agreement and must be processed in accordance with the following steps, time limits, and conditions herein set forth. If a grievance affects a group or a class of Employees, the Association may commence a grievance on behalf of such a group or class at Level 2 by submitting the grievance in writing to the School Business Administrator. Said grievance shall describe the group or class of Employees affected.

B. All grievances filed at Step 1 and 2 of the grievance arbitration procedure shall specify:

- a. the particular contract article and section alleged to have been violated;
- b. the facts supporting each alleged violation in reasonable detail;
- c. the date each act or omission violating the Agreement is alleged to have occurred;
and
- d. the remedy sought for each alleged contract violation.

C. The Steps of the Grievance procedure shall be as follows:

STEP 1:

The Employee shall submit his/her grievance in writing within 20 business days of the occurrence giving rise to the grievance. All Education Assistants and School Aides shall submit such grievance to the Principal. All ABA Tutors, COTAs, and Speech Language Assistants shall submit such grievance to the Director of Student Services. Within 5 business days of the filing of the grievance, the Principal or the Director of Student Services (or their respective designees) shall meet with the aggrieved Employee. If the aggrieved Employee requests, an Association representative shall be given an opportunity to be present. The Principal or the Director of Student Services (or their respective designees) shall provide a decision in writing within 5 business days of the conclusion of such meeting.

STEP 2:

If the grievance is not settled at Step 1, the Employee and/or the Association may appeal it by giving written notice of such appeal to the Superintendent within 10 business days after receipt of the Principal's or Director of Student Services' written answer at Step 1. The Superintendent shall meet with the Association representative within 5 business days after receipt of the Step 1 written answer at a time to be fixed by the Superintendent. The Superintendent shall give his/her written answer to the grievance within 5 business days after the meeting with the Association.

STEP 3:

If the grievance is not settled at Step 2, the Employee and/or the Association may appeal it by giving written notice of such appeal to the School Committee within 10 business days after receipt of the Superintendent's written answer at Step 2. The School Committee will hear the grievance no later than the second regularly scheduled School Committee meeting after receiving the grievance and shall respond to the grievance within five (5) business days after the Step 3 hearing.

- D. If, in the judgment of the Association, a grievance affects a group or class of Employees, the Association may submit such grievance in writing to the Superintendent and the processing of the grievance will commence at Step 2.
- E. Decisions rendered at all steps of the grievance procedure will be in writing setting forth the decisions and the reasons therefore and will be transmitted promptly to all parties of interest.
- F. All documents and records dealing with the processing of a grievance will be filed separately from the personnel files of the Employee.

G. The parties agree to follow each of the foregoing steps in the processing of the grievance. If at any step the District fails to give its written answer within the time limit therein set forth, the grievance shall be deemed to be denied, and the Employee and/or the Association may appeal the grievance to the next step at the expiration of such time limit. Failure of the Employee and /or of Association at any step to process according to the time limits set forth herein shall mean that the Employee and the Association have waived the grievance and the right to proceed further.

H. Arbitration.

1. If the dispute or grievance is not settled in the foregoing steps and it involves the interpretation, application or claimed violation of any provision of this Agreement, then the Association may file a written demand for arbitration with the American Arbitration Association. Said demand shall be filed with the American Arbitration Association within 25 business days of the District's answer in Step 3.
2. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School District, the Association, and the grievant.
3. The following matters shall not be subject to grievance arbitration under this Agreement:
 - a. any matter involving the exercise of discretion accorded management under this agreement;
 - b. disputes over alleged unlawful discrimination; and
 - c. any incident which occurred or failed to occur prior to the effective date of this Agreement.

ARTICLE 5
GROUP INSURANCE

The Committee will provide plan of group life, accidental death and dismemberment and general or blanket hospital, surgical and medical insurance as authorized under the provisions of G.L. Chapter 32B. The Committee will pay 75% of the premium and the employee will pay 25% of the premium for the indemnity plan and for all HMO's. Dental insurance shall also be paid 75% by the Committee and 25% by the employee.

Effective July 1, 2018 – June 30, 2019, co-pays for the PPO and the HMO shall be as follows, in accordance with the Agreement reached between the Town of Canton and its Public Employee Unions:

Office visits:	\$20/\$35 (PCP/Specialists)
Emergency Room Co-Pay:	\$100
Hospital Admissions:	\$300

Outpatient Surgery:	\$150
High Tech Imaging:	\$100
Prescriptions:	\$10/\$25/\$50 for retail; \$20/\$50/\$100 for 90 day mail order
Medicare Part D Prescriptions:	\$10/\$20/\$35 for retail; \$20/\$40/\$70 for 90-day mail order

ARTICLE 6
REGULAR WORK YEAR/PAYMENT METHOD

- a. Educational assistants, school aides, ABA Tutors, COTAs, speech and language assistants, and the Athletic Trainer will have the option of having their pay earned during the regular school year/day (including orientation and vacation days if applicable) distributed over twenty-one (21) or twenty-six (26) substantially equal pay checks beginning with the first regular payroll in September.
- b. Educational assistants, COTAs and speech and language assistants will be paid for 201 days as follows:

180 School Days + 10 Paid Holidays + 10 Paid Vacation Days + 1 Orientation Day = 201 Days
- c. School Aides will be paid for 200 days as follows:

180 School Days + 10 Paid Holidays + 10 Paid Vacation Days = 200 Days
- d. ABA Tutors will be paid for 184 days as follows:

180 School Days + 3 Holidays + 1 Orientation Day = 184 Days
- e. The Athletic Trainer will be paid at an annual rate set forth in Appendix A. Such rate is based upon an expectation of approximately 1200 hours to be worked per year. The Athletic Director will assign work days and work hours, which will typically take place outside of the student school day and/or school year and may include weekends and holidays when necessary for coverage of athletic practices or events. The Athletic Director will endeavor to arrange hours to accommodate the need of the Athletic Trainer for personal time off for reasons such as illness so long as consistent with workload and district needs, provided that the Athletic Trainer's pay will be reduced in the event the need for time off exceeds that which can reasonably be accommodated in the schedule based upon workload and district needs.

On occasion, with authorization from the Athletic Director, the Athletic Trainer may be required to work over forty (40) hours during a particular week in order to cover athletic practices or events. In such circumstances the Athletic Trainer will receive overtime pay (at time and one half) for time worked over forty (40) hours during that week.

ARTICLE 7
WORK DAY

Full-time educational assistants, school aides, and COTAs shall work six and a half (6.5) hour days. The rate of compensation for any extra time above and beyond the 6.5 hour day shall be based on the employee's hourly rate. Full-time speech and language assistants shall work seven (7) hour days.

ABA Tutors:

Full-time ABA Tutors shall work six and a half (6.5) hours per day. All ABA Tutor hours are subject to adjustment due to students entering and leaving the program throughout the year. Any reduction in weekly/daily hours resulting from such adjustments will be subject to the layoff provisions in Article 12 (Reduction in Force).

ABA Tutors assigned to work on a 1:1 basis with a particular student during the regular school day are expected to report for work even when the student is absent. In doing so, the ABA Tutor will report to the Board Certified Behavior Analyst (BCBA) or the Team Chair, who will consult with the Building Principal if deemed appropriate, to determine the Tutor's alternative assignment. Such assignment may include serving as an ABA tutor, educational assistant or school aide, or substituting for a teacher. If the ABA Tutor is assigned to substitute for a teacher, the provisions of Article 23 (Substitute Pay) of this Agreement will apply.

ARTICLE 8
SALARY

For all unit members other than Educational Assistants, increase rates as follows:

2% effective September 1, 2018
2% effective September 1, 2019
2% effective September 1, 2020

For all Educational Assistants, implement Steps in accordance with Appendix A.

See Appendix A for wage rates for each occupational title.

ARTICLE 9
EXTENDED DAY/YEAR FOR ABA TUTORS

Extended Day Services: Hours beyond the regular school day to provide for home-based services will be assigned to ABA Tutors based upon student participation and needs. It is anticipated that each ABA Tutor will be required to provide approximately three (3) hours of home-based services per week. ABA Tutors will receive time and one-half his/her regularly hourly rate for all hours worked over forty (40) during any week.

- a. Payment. Each ABA Tutor will be paid for hours worked beyond the regular school day (e.g., in providing home based services) based upon the ABA Tutor's submission of time sheets. The amount in each paycheck attributable to such time sheets will be reflected in an itemized line. It is understood that when making a home visit, the ABA Tutor will submit the time spent in providing the scheduled service, plus one-half (0.5) hour designated as travel and preparation time. In addition, the ABA Tutor will receive reimbursement for mileage submitted if the ABA Tutor is required to travel outside of Canton.
- b. Scheduling of Home Based Services. ABA-Tutors will generally be responsible for scheduling appointments with parents to provide home-based services for the students assigned to them and for recording such appointments on a master schedule. The ABA-Tutor is responsible for keeping the master schedule updated, including recording any changes in appointment times as soon as is practical. Any schedule established and/or changed is subject to the review and approval of the Director of Student Services or his/her designee.

In event the student becomes unavailable at the scheduled time, the following will apply:

1. If a student is absent during the regular school day due to illness or the ABA Tutor otherwise receives notice on the day of a scheduled appointment that the student will be unavailable for home services that day, the ABA Tutor will have the option of seeking and performing an alternative assignment during the previously scheduled period and thus receiving pay for that time.
2. If a parent contacts the ABA Tutor at least one day in advance to change a scheduled appointment, the Tutor will make a reasonable effort to reschedule. If the Tutor is unable to reschedule within a reasonable time frame, the Tutor will have the option of seeking and performing an alternative assignment during the originally scheduled period and thus receiving pay for that time.
3. If an ABA Tutor has no reasonable basis for knowing that the student will be unavailable for a previously scheduled appointment and travels to the student's home only to find the student unavailable, the ABA Tutor is permitted to record on his/her time sheet the length of the scheduled visit (along with the one-half (0.5) hour travel/preparation time) and will receive pay therefore without seeking an alternative assignment for that time period.

Adjustments to Hours for Extended Day Services: All ABA Tutor hours for extended day or extended year services are subject to adjustment due to students entering and leaving the program and/or adjustments to Individual Educational Plans throughout the year. Any reduction in hours resulting from such adjustments will not be subject to the layoff provisions in Article 12 (Reduction in Force).

Extended Year Services: Hours beyond the regular school year may be assigned to ABA tutors to provide services during summer or school breaks, based upon student participation and needs. ABA Tutors will be notified of anticipated hours to be assigned for the summer as soon as possible following the determination of student participation and needs and in most circumstances no later than May 1. All ABA Tutor hours are subject to adjustment due to students entering and leaving the program and changes to Student Individual Education Plans. Payment for hours worked during the summer or school breaks will be based upon the ABA Tutor's submission of time sheets. The amount in each paycheck attributable to such time sheets will be reflected in an itemized line.

Adjustments to Summer Hours: All ABA Tutor hours for extended year services are subject to adjustment due to students entering and leaving the program and/or adjustments to Individual Educational Plans. In the event of a reduction of hours following a summer assignment, the employer will first seek volunteers for such reduction. Absent volunteers, the reduction will be made based upon the factors set forth in the layoff provisions in Article 12 (Reduction in Force).

ARTICLE 10
LONGEVITY

The following longevity payments will be made annually educational assistants, school aides, COTAs, speech and language assistants and ABA Tutors:

	<u>9/1/18</u>	<u>9/1/19</u>	<u>9/1/20</u>
After 5 years of continuous service -	\$950	\$1,050	\$1,150
After 10 years of continuous service -	\$1,100	\$1,200	\$1,300
After 15 years of continuous service -	\$1,250	\$1,350	\$1,450
After 20 years of continuous service -	\$1,400	\$1,500	\$1,600

Longevity payments will be prorated for those who work less than full-time. Longevity payments will be made in a lump sum no later than December 15.

ARTICLE 11
PAID HOLIDAYS

Educational assistants, school aides, COTAs and speech and language assistants shall receive the following paid holidays: New Year's Day, Martin Luther King Day (observed), Presidents' Day (observed), Good Friday, Patriots' Day, Memorial Day, Columbus Day (observed), Veterans' Day, Thanksgiving Day, and Christmas Day. ABA Tutors shall receive three paid holidays, to include Thanksgiving, Christmas and Memorial Day.

ARTICLE 12
REDUCTION IN FORCE

a. Layoff. Subject to the provisions of this Agreement, the Committee retains the right to determine the number of bargaining unit positions which are needed in the school system. In the event of a layoff within a classification that may affect an Employee who has attained the status of completing five consecutive years of employment as set forth in Article 13, the

Superintendent or designee shall consider professional training, experience, performance of each Employee within the classification as applied to the needs of the system. If these factors are substantially equal, seniority shall control, i.e., the last person hired within classification would be the first person laid off. Classification is defined as educational assistant, school aide, COTA, speech and language assistant, ABA Tutor, and Athletic Trainer. Seniority is defined as the length of continuous, full-time service in the Canton Public Schools from the first day of the Employee's appointment by the Superintendent, provided that part time Employees shall be given credit for service for the purpose of seniority on a pro rata basis (i.e., a .5 FTE Employee will earn .5 years of seniority for each year of employment).

b. Recall. Employees who have attained the status of completing three (3) consecutive years of employment as set forth in Article 13 and who are on layoff because of Reduction in Force shall be on a recall list for the first sixteen (16) months of layoff and shall, if qualified, have preference over new applicants for any new position or vacancy in the bargaining unit that the Committee is going to fill and for which they are qualified. In making a decision as to which of two or more qualified Employees on the recall list will be first recalled, the Superintendent will recall Employees within classification in the inverse order of layoff. Employees shall receive notice of recall via certified mail at their last address of record. The failure of an Employee to accept the assignment within 15 school days of the postmark of notification thereof shall automatically remove that Employee from the recall list and terminate all recall rights, provided that the Employee has the option of declining a position that represents a reduction in hours and/or pay without forfeiting his/her place on the recall list, so long as submitted in writing within the 15 school day period.

ARTICLE 13 **YEARLY NOTIFICATION**

- a. All Employees will serve an initial 90 day probationary period during which they may be dismissed with or without good cause. Subsequently, during periods of any annual appointment, the Employee may be dismissed only for good cause or layoff. Employees are subject to annual appointment for the first three (3) years of their employment, with notice to be provided in writing by July 1 whenever the Employee is not to be employed for the next school year. After completing three (3) consecutive years of employment, the Employee's appointment will continue, subject only to dismissal for good cause or layoff pursuant to Article 12. Notwithstanding the above, it is understood that Employees who had already been employed for three consecutive years effective with the date of this contract but had not yet reached the five year threshold applicable under the prior contract shall be subject to annual renewal for one additional school year (i.e., the Employee remains subject to annual reappointment through July 1, 2019.) Absent notice of nonrenewal by July 1, 2019, such Employee may be dismissed only for good cause or layoff pursuant to Article 12.
- b. By August 15 prior to any school year, Employees shall receive written notification of any change in assignment and/or work location effective for the following school year with the understanding that the assignment is subject to change at any time to meet the needs of the district.

- c. Upon employment, an Employee will be informed of his/her assignment, work location and rate of pay in writing, a copy of which will be provided to the Association.

ARTICLE 14
PROFESSIONAL DEVELOPMENT

The opportunity to attend applicable Professional Development programs shall be determined by the respective Building Principal. Employees with at least three (3) years of service in the Canton Public Schools shall be furnished with one (1) full day's professional development, which shall be provided at the Committee's expense. Employees shall receive their regular hourly pay while attending the professional development. It shall be relevant to the Employee's position. Nothing in this paragraph shall prohibit the Superintendent from providing an Employee with fewer than three (3) years of experience a day of professional development at the Committee's expense. Any decision to provide for such participation shall be at the sole discretion of the Superintendent.

The Committee will provide up to \$350 per year for each Employee to an aggregate cap for the entire bargaining unit of \$5,000 to be used for courses, conferences, workshops, or seminars that have been preapproved by the Assistant Superintendent for Student Services. The Employee shall furnish the Committee with proof of completion.

ARTICLE 15
SICK LEAVE POLICY

- a. All regularly appointed educational assistants, COTAs, speech and language assistants, and ABA Tutors shall receive 15 sick days per year. School aides shall continue to receive 12 days per year. The days will accrue at the start of the school year, provided that such days will be accrued on a prorated, monthly basis during the initial probation period and, further, shall be prorated for Employees who begin work after the first day of the school year. All Employees will be allowed the use of seven (7) days annually for the purpose of caring for immediate family (defined as spouse, parent, child or relative living with the Employee) to be taken from accrued personal sick leave.
- b. The number of sick days that may be accrued is unlimited.
- c. An Employee, after being out sick more than five consecutive work days must submit a written statement from a physician affirming that personal ill health makes extended absence necessary. The School Department may require physical examinations by a physician of its own choosing in cases of habitual absenteeism. Said examination shall be paid for by the Committee.
- d. As the Athletic Trainer does not receive paid time off, the Athletic Trainer is excluded from the definition of "Employee" in this article.

ARTICLE 16
BEREAVEMENT LEAVE

Unit Employees shall receive bereavement leave as follows: In case of death during the work year of any member of an Employee's family (grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, or father-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding three (3) work days. In case of death during the work year of an Employee's spouse, parent, child or relative living with the family, no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding five (5) work days. In case of death during the work year of an Employee's nephew, niece, aunt, uncle or other relative not mentioned elsewhere in this Article, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.

As the Athletic Trainer does not receive paid time off, the Athletic Trainer is excluded from the definition of "Employee" in this article.

ARTICLE 17
SICK LEAVE BUY-BACK

If an educational assistant or school aide who has completed ten (10) years of service retires from the Canton Public Schools and is accepted into the Norfolk County Retirement Plan, he/she may buy back his/her unused accumulated sick leave at the rate of \$40 per day for every unused sick day above eighty (80) to a maximum of \$4,000.

ARTICLE 18
PERSONAL BUSINESS DAYS

Three (3) days per year for educational assistants, school aides, COTAs, speech and language assistants, and ABA Tutors may be used for personal matters requiring absence during regular school hours. These days are not cumulative. Application for these days must be made in writing to the respective Building Principal at least three (3) days before the taking of such leave, except in case of emergency. At the close of each school year, the unused personal days shall be added to that Employee's sick leave accumulation. The building administrator shall have the right to limit the number of requests made for a particular date.

As the Athletic Trainer does not receive paid time off, the Athletic Trainer is excluded from the definition of "Employee" in this article.

ARTICLE 19
EVALUATION INSTRUMENT AND PROCEDURES

- a. The Evaluation Instrument is attached to this Agreement as Appendix B. The building principal or his/her designee is the primary evaluator for the educational assistants and school aides assigned to his/her building. The principal or designee shall have a mid-year conference with each Employee in his/her building. The

principal shall also provide a final written evaluation to each Employee by June 1 of the school year.

- b. The Athletic Director will evaluate the Athletic Trainer using a mutually agreed upon evaluation instrument.
- c. If as a result of a member's evaluation the administration determines that the Employee's performance is less than satisfactory, the Employee shall be given assistance by the Administrator to improve his/her performance to a satisfactory level. If the Employee's performance has not improved within a reasonable amount of time, the principal, at his/her own discretion, may terminate or transfer the Employee, with the approval of the Superintendent.
- d. Salary increases will be based upon an annual evaluation rating of "Exemplary," "Proficient," or "Developing."

ARTICLE 20
VACANCIES

All bargaining unit vacancies shall be posted on the district's conference and emailed to all unit Employees (on email which may include other district employees) no less than five (5) business days prior to any appointment.

ARTICLE 21
DEDUCTION OF DUES OR AGENCY SERVICE FEE

- a. The Committee agrees to deduct from Employees' salaries money for NEA, MTA and/or CTA dues, services and programs or Agency Service Fee as said Employees individually and voluntarily authorize the Committee to deduct and to transmit the monies to the Treasurer of the Association. It is expressly understood that any deduction which an Employee may authorize the Committee to make from his/her earnings will be deducted in ten (10) equal installments or as close to equal as is practicable from paychecks received by said Employee during the year.
- b. The Association shall indemnify and hold the Committee harmless from any claims, damages or liability whatsoever arising out of or with respect to the implementation of this Article.

ARTICLE 22
HEALTH AND SAFETY

The Committee shall provide a safe and healthful working environment.

ARTICLE 23
NO DISCRIMINATION

There shall be no discrimination, interference, restraint or coercion by the Committee, the Association, or their respective agents against any Employee because of membership or non-membership in the Association. No one shall be required to become a member or remain a member of the Association as a condition of employment in the Canton Public Schools.

ARTICLE 24
SUBSTITUTE PAY

Employees substituting for a teacher shall receive in addition to their regular compensation, "substitute pay" of \$12.50 per day whenever they are asked to substitute for one half day (3.25 hours) or more. If the Employee substitutes for a teacher for the full day, such amount shall be increased to \$25 for the day.

ARTICLE 25
ENTIRE AGREEMENT

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 26
STABILITY OF AGREEMENT

- A. No amendment of this Agreement shall bind the parties hereto unless executed in writing and signed by both parties.
- B. The failure of the Committee or the Association to insist, in any one or more instances, upon performance of any term or condition of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Committee or of the Association to future performance of any such term or condition, and the obligations of the Association or of the Committee to such future performance shall continue in full force and effect.
- C. Should any provision of this Agreement be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof.

ARTICLE 27
PERSONNEL FILES

A. Unit Employees will have the right, upon request, to view the contents of their personnel files accompanied by an Association representative at the Employee's option and by another staff member at the option of the administration.

B. An Employee will have the right to notice of any disciplinary letters or written complaints regarding performance or conduct which will be placed in his/her personnel file and shall have the right to submit, for inclusion in the file, a written answer to such letter or complaint. The answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE 28
SENIORITY LIST

Not later than the last business day of September of each school year, the employer shall electronically send an updated copy of the seniority list to the President of the Canton Teachers Association for distribution to unit members. The seniority list shall include the name, job title, assigned building, and date of hire for each Employee.

If an Employee thinks there is an error in the list, the Employee shall have until the last business day of October to report the error in writing the School Business Administrator. If the employer makes changes to the list following consideration of such input, it shall be resent to the CTA President not later than the last business day of November.

ARTICLE 29
DURATION

This Agreement shall become effective as of the date of ratification unless otherwise noted by both parties and shall expire on August 31, 2021.

FOR THE COMMITTEE

FOR THE ASSOCIATION

K. B. Mihail

Patricia A. Willis

Date: 7/11/19

Date: June 21, 2019

FY19-FY21 Educational Assistants, Aides, COTA, ABA Tutors

Educational Assistants 6.5

Salary Steps/Hour

Steps are based upon the current year of service

<u>FY19</u>	2.00%	
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Ist Year	2nd-14th Yrs	15th Year
\$18.78	\$19.16	\$19.54

<u>FY20</u>	2.00%		
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Ist Year	2nd Year	2-11 Years	12 Years
\$18.78	\$19.16	\$19.54	\$19.93

<u>FY21</u>	2.00%			
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Ist Year	2nd Year	3rd Year	4th-7th Years	8th Years
\$18.78	\$19.16	\$19.54	\$19.93	\$20.33

*Placement on the schedule for each Fiscal Year is based on the Employee's current year of service as designated at each step. The Employee must have 90 or more school days of paid service during a particular school year in order for that year to count as a year of service for the purpose of the schedule (e.g., effective Sept. 1, 2018, an Employee hired on October 1, 2017 will move to step 2, whereas an Employee hired on April 1, 2018 will remain on Step 1.) Unless otherwise agreed as part of a successor agreement, an Employee's placement for FY22 will be based on the step that was applicable in FY21, plus one additional step (assuming FY21 counted as a year of service).

School Aides 6.5 hours

<u>Fiscal Year</u>	<u>% Increase</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
FY19	2.00%	\$77.29	\$81.00	\$85.04	\$89.27	\$93.75
FY20	2.00%	\$78.83	\$82.62	\$86.74	\$91.05	\$95.62
FY21	2.00%	\$80.41	\$84.27	\$88.47	\$92.88	\$97.54

COTAS & Speech/Language Assistants (Per Hour) 6.5 hours COTA 7 hours SLA

FY19	2.00%	\$30.93
FY20	2.00%	\$31.54
FY21	2.00%	\$32.18

*Individual amount +2% grandfathered for each of FY19, FY20 and FY21 if exceeds scale (year specification is not intended to serve as "sunset.")

ABA Tutors (Per Hour) 6.5 hours

		<u>Bachelor's</u>	<u>Master's</u>
FY19	2.00%	\$22.51	\$24.77
FY20	2.00%	\$22.96	\$25.27
FY21	2.00%	\$23.42	\$25.77

Athletic Trainer

FY 2019 (2%) annual rate of \$41,618 (based upon an hourly rate of \$34.68, with expectation of approximately 1200 hours to be worked during the fiscal year)

FY 2020 (2%) annual rate of \$42,444 based upon an hourly rate of \$35.37, with expectation of approximately 1200 hours to be worked during the fiscal year)

FY 2021 (2%) annual rate of \$43,296 (based upon an hourly rate of \$36.08, with expectation of approximately 1200 hours to be worked during the fiscal year)

Unit E

Performance Evaluation

Unit E Performance Evaluation

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Unit E: Performance Evaluation

I. Introduction

The Canton Teachers Association and the Canton Public Schools are committed to a Unit E performance evaluation that supports the professional practice of Unit E members in multiple ways:

- structured opportunities for communication between members and their evaluators;
- acknowledgement and celebration of their areas of strength;
- timely feedback that enables Unit E members to improve their performance; and,
- development of an individualized performance improvement plan when necessary.

The Unit E performance evaluation applies to members in the following categories: Educational Assistants, ABA Tutors, Certified Occupational Therapy Assistants, and Speech/Language Pathology Assistants. The only category of Unit E not included in this evaluation is School Aides.

II. Performance Evaluation Components

The Unit E performance evaluation includes the following eight components:

- 1) **Performance Rubric:** The rubric describes performance standards across four domains, with three to five indicators in each domain:

1. Assistance in Planning and Preparation;
2. Supporting the Classroom Environment;
3. Delivery of Services; and,
4. Professional Responsibilities.

- 2) **Self-reflection:** At the beginning of each school year, Unit E members will self-reflect on their practice. To do so, they will review the performance rubric and highlight the descriptors that best describe their practice within each domain. Later in the year, Unit E members will revisit this self-reflection and reevaluate their own practice to identify areas of growth.

Unit E members in their 90-day probationary period will not complete the self-assessment. They will, however, review the rubric so that they are familiar with expectations for practice.

- 3) **Goal Setting:** Unit E members will set a goal for improvement at the beginning of each school year. They use the results of their self-reflection, along with prior feedback from evaluators, to develop the goal.

Unit E members within the 90-day probationary period are not required to set a goal at the beginning of the school year.

Unit E members who earn a rating of Unsatisfactory at the mid-year evaluation may be required to revise and/or set a new goal at that time.

- 4) **Mid-Year Observation and Feedback:** The purpose of feedback is to acknowledge effort and performance and to provide useful insight that will help improve practice.

One or more evaluators will provide the Unit E member with feedback about their practice in relation to the four domains. While Unit E members may request additional feedback from the educator with whom they work, this feedback is not a requirement of the evaluation.

- 5) **Reflection on Progress:** Thoughtful self-reflection is key to improving one's practice. For that reason, Unit E members use the bottom half of the "Goal-Setting and Reflection on Progress" form to consider their progress towards meeting their professional goal.
- 6) **Summative Evaluation:** Evaluators will evaluate and provide Unit E members with a summative performance rating each year.

Evaluators will gather documentation of their educators' practice in relation to the performance standards. This documentation may include, but is not limited to, observation notes, feedback from teachers, artifacts of classroom practice, and feedback from administrators. The evaluator will use this documentation, along with information from other components of the evaluation, to determine an overall summative rating.

Unit E members will sign the evaluation as acknowledgement of receipt. If a Unit E member disagrees with any portion of the evaluation, they may submit a written statement to their evaluator outlining specific areas of concern. This statement will be attached to the summative evaluation within two weeks.

- 7) **Rating Scale:** The Unit E evaluation uses a four-point rating scale:

1. Unsatisfactory
2. Developing
3. Proficient
4. Exemplary.

Evaluators use these ratings for all of the indicators, the four domains, and the overall summative rating. The four ratings are defined as follows:

1. **Unsatisfactory:** Used when a Unit E member's practice rarely, if ever, meets standards outlined in the rubric. If a Unit E member who is not in their probationary period earns "Unsatisfactory" in one or more domains, and if there is no evidence of improvement, the evaluator may require development of a Performance Improvement Plan.
2. **Developing:** Used when practice sometimes or inconsistently meets standards outlined in the rubric. Unit E members who earn a rating of "Developing" will usually require additional supervision and support.
3. **Proficient:** Used when practice consistently meets standards outlined in the performance rubric.
4. **Exemplary:** Used when practice consistently exceeds standards outlined in the performance rubric. Descriptors of this Unit E member's practice are most frequently found in the "Exemplary" column.

If a Unit E member's job responsibilities do not correlate to specific domains or indicators in the rubric, the evaluator may enter "NA" for that indicator or domain.

See page 19 for a flow chart that can help guide the decision-making process when determining a rating for each of the four domains, as well as for the overall summative.

- 8) **Performance Improvement Plan:** Unit E members who receive an “Unsatisfactory” rating in any domain and who are retained as employees shall work collaboratively with their evaluators to establish a Performance Improvement Plan for implementation the following school year. Staff who receive an overall rating of “Developing” in any domain may be required, at the discretion of the evaluator, to develop a Performance Improvement Plan. This plan will include the corrective action(s) that must be taken, the specific evidence required to demonstrate proficiency in the relevant standard(s), and the timeline by which the corrective action(s) must be initiated and completed.

III. Administration of Process

By Friday of the first week of school, administrators will distribute a list of evaluator assignments and a link to the full evaluation document to all Unit E members. By Monday of the third week of school, evaluators will meet with all Unit E members to explain the evaluation process and timeline.

Task	Due date	Form
Administrators share list of evaluator assignments and link to complete evaluation document with Unit E members.	Friday of 1 st week of school	Unit E: Performance Evaluation
Evaluator meets with Unit E member to review evaluation process.	Monday of 3 rd week of school	Unit E: Performance Evaluation
Unit E member: <ul style="list-style-type: none"> • completes self-assessment by highlighting relevant indicators within Performance Rubric; • sets practice goal by completing top half of Goal-Setting sheet; • shares results of both self-assessment and goal-setting with evaluator. 	Friday of 2 nd week in Oct.	Performance Rubric Goal-Setting & Reflection on Progress (top ½)
Unit E member who received “Unsatisfactory” rating in prior summative evaluation: Develop Performance Improvement Plan in collaboration with evaluator.	Friday of 2 nd week in Oct.	Performance Improvement Plan
Evaluator conducts direct observations and invites licensed educator working with Unit E member to provide feedback on practice.	January 15	Feedback Form Mid-Year Observation
Unit E member meets with evaluator to review results from self-assessment, teacher feedback, and direct observations.	January 31	Feedback Form Mid-Year Observation
Unit E member completes: <ul style="list-style-type: none"> • Self-assessment by highlighting relevant indicators in Performance Rubric. • Reflects on practice by completing bottom half of Goal-Setting and Reflection on Progress form • Shares both with evaluator. 	May 1	Goal-Setting and Reflection on Progress (bottom ½)
Evaluator completes Summative Evaluation and meets with Unit E member to review results.	May 15	Summative Evaluation

DOMAIN 1: Assistance in Planning and Preparation				
	Unsatisfactory	Developing (1-5) (6-10)	Proficient	Exemplary
1A <i>Demonstrates knowledge of content</i>	Displays little understanding of subject or basic skill areas taught.	Knowledge of content area represents basic understanding, but does not extend to connections with basic skill areas or to possible student misconceptions.	Demonstrates solid understanding of content and its connections to basic skill areas.	Knowledge of content is extensive, showing evidence of continuing search for improved practice. Actively builds on knowledge of basic skill areas and their relationship to content and any student misconceptions.
1B <i>Demonstrates knowledge of the students</i>	Makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interests; does not use such knowledge when working with students.	Demonstrates partial knowledge of students' backgrounds, skills, and interests; may attempt to use this knowledge when working with students.	Demonstrates thorough knowledge of students' backgrounds, skills, and interests; uses this knowledge to work with groups of students.	Demonstrates thorough knowledge of students' backgrounds, skills, and interests; uses this knowledge to work with individual students and groups of students.
1C <i>Understands instructional goals</i>	Has limited knowledge and understanding of roles and responsibilities of preparing, implementing, and evaluating the instructional plan	Has knowledge and understanding of roles and responsibilities of preparing, implementing, and evaluating the instructional plan	Has limited knowledge and understanding of roles and responsibilities of preparing, implementing, and evaluating the instructional plan; can monitor and adjust instructional plan based on student needs	Seeks out additional information and resources to provide training and support to others as they relate to instructional process

DOMAIN 2

Supports the Learning Environment

	Unsatisfactory	Developing (1-5) (6-10)	Proficient	Exemplary
2A <i>Creates an environment of trust and respect</i>	Interactions between the employee and students or among class members are negative, inappropriate, and/or characterized by sarcasm, put-downs, or conflict.	Interactions are generally appropriate and free from conflict, but may be characterized by occasional displays of insensitivity.	Interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Interactions are highly respectful, and reflect genuine warmth/ caring toward individuals. As a result of direct support from the Educational Assistant or ABA Tutor, students maintain high levels of civility.
2B <i>Understands strategies to assist in the inclusion of students in various settings</i>	Has no understanding of inclusion as it relates to students in various educational settings.	Knows and identifies what is meant by inclusion, laws and purpose, best practices, and strategies to facilitate the inclusion of disabled students.	Implements best practices and strategies to facilitate inclusion of students with disabilities.	Can serve as a resource and model that encourages collaboration when including students in a variety of educational settings.
2C <i>Able to use strategies to promote student independence</i>	Is unable to use inclusive strategies that promote student independence.	Under the direction of a licensed educator can implement some strategies to promote student independence.	Knows and implements strategies to promote student independence.	Implements and encourages collaboration of educational team on promoting students' independence.
2D <i>For ABA Tutors only: Able to effectively employ a variety of strategies that reinforce positive behavior</i>	Has limited knowledge and is unable to demonstrate a variety of strategies that reinforce positive behavior.	Has some knowledge and with support, is able to implement some strategies that reinforce positive behavior.	Has an understanding and is able to demonstrate a variety of strategies that reinforce positive behavior.	Demonstrates variety of strategies that reinforce positive behavior using student's behavior plan. Identifies what occurs before, during, and after behavior. Uses positive strategies to change behavior. Appropriately collects objective, accurate information on student's behavior.
2E <i>For Ed. Assistants only: Classroom procedures</i>	Fails to assist teacher and students in implementation of classroom routines and procedures.	Occasionally assists the teacher and students with implementing classroom routines and procedures.	Assists teacher and students with implementing classroom routines and procedures so that little instructional time is lost	Assists teacher and students with seamless operation of classroom routines and procedures.

**Unit E Performance Rubric
CANTON PUBLIC SCHOOLS, 2018-2021**

DOMAIN 3

Delivery of Services

	Unsatisfactory	Developing (1-5) (6-10)	Proficient	Exemplary
<p><i>Able to employ constructive communication strategies and approaches in working with students, staff and greater school community</i></p> <p>3A</p>	<p>Written or oral communications are absent, poorly organized, vague, or incomplete, causing mistakes or misunderstandings. Limited understanding of the importance of, or does not apply constructive communication strategies with, students, families, staff, and where applicable, community partners.</p>	<p>Written and oral communications are generally clear, concise, and well organized. Usually attempts to hear and understand other points of view. Communicates messages appropriately and respectfully.</p>	<p>Ideas, opinions, and instructions are clearly and concisely communicated. Continuously seeks input from others and is sensitive to the information needs of others. Understands and demonstrates constructive communication strategies with, students, families, staff, and where applicable, community partners.</p>	<p>Demonstrates a strong ability to communicate ideas, opinions, and instructions to others. Accomplished in the preparation/understanding of written documents, where applicable. Recognized by others as being concerned and effective in communicating with others and assimilating other points of view.</p>
<p><i>Utilizes strategies, techniques, and general knowledge to implement suitable supports for students in the learning environment.</i></p> <p>3B</p>	<p>Support is ineffective and does not follow directives. Support provided is not conducive to meeting educational goals and does not lead to improved student outcomes. Behavioral challenges are not addressed or are addressed in an ineffective manner.</p>	<p>Attempts to follow and implement the instructional plan. Needs reminders or redirection regarding effective levels and methods of support. Addresses behavioral challenges with only minimal success.</p>	<p>Possesses thorough knowledge of methods and techniques for providing effective levels of support to individual students or groups of students. Collaborates with staff to facilitate improved student outcomes. Behavioral challenges are addressed immediately with success.</p>	<p>Collaborates with staff to continually improve the services being delivered to students. Is highly motivated to work as a team member and shares information in order to improve student growth and independence. Behavioral challenges are addressed preemptively and successfully.</p>
<p><i>Engages students in the learning process</i></p> <p>3C</p>	<p>In unable to effectively support staff members in achieving the desired student outcomes for improvement.</p>	<p>Requires direction from staff members to acquire and maintain student involvement in the learning process. Desired student outcomes for learning are achieved on an inconsistent basis only.</p>	<p>Collaborates with staff members to learn and implement methods and strategies designed to engage students in the learning process. Consistently supports students in achieving desired outcomes for learning.</p>	<p>Successfully assists in motivating and engaging individual students or groups of students in the learning process. Effectively assists in engaging students with various disabilities and ability levels in the learning process. Effectively implements methods that support the achievement of outcomes for learning.</p>
<p><i>Ed. Assistants only: Instructional techniques</i></p> <p>3D</p>	<p>Does not vary instructional techniques to accommodate variety of student learning styles.</p>	<p>Offers minimal variation in instructional techniques to accommodate variety of student learning styles.</p>	<p>Consistently varies instructional techniques to accommodate variety of student learning styles. Instructional delivery is differentiated for students.</p>	<p>Varies instructional techniques, materials, and/or resources to best meet student learning styles. Instructional delivery is differentiated for students; uses an extensive repertoire of strategies and seeks additional resources within the school.</p>

DOMAIN 4

Professional Responsibilities

	Unsatisfactory	Developing (1-5) (6-10)	Proficient	Exemplary
4A <i>Exhibits flexibility with schedule/assignment changes and working with administrators</i>	Unwilling and/or unable to change tasks and/or assignment; rarely initiates communication with administrators	At times willing and able to change tasks and/or assignment; sometimes initiates communication with administrators	Willing and able to change tasks and/or assignment in order to meet student needs; initiates communication with administrators when needed	Consistently willing and able to change tasks and/or assignment in order to meet student needs; collaborates with administrators in mutually-respectful manner with transparent, productive communication
4B <i>Builds and maintains positive professional relationships with colleagues</i>	Relationships with colleagues are negative or self-serving	Maintains cordial relationships with colleagues to fulfill a minimal number of position responsibilities	Builds and maintains collegial relationships with all levels of staff.	Builds and maintains collegial relationships with all levels of staff. Takes initiative in assuming leadership opportunities among peers.
4C <i>Demonstrates integrity, professionalism, and confidentiality</i>	Has not maintained confidentiality in more than one instance and/or has made errors in judgment related to professional integrity on more than one occasion	Has not maintained confidentiality in one instance and/or has made an error in judgment related to professional integrity	Maintains confidentiality and demonstrates professionally-sound judgment	Maintains highest level of confidentiality in all environments; professional judgement is consistently sound and can be relied upon in challenging and/or complex situations
4D <i>Displays positive work ethic through consistent attendance and punctuality</i>	Has a pattern of failing to be punctual or prepared to start work on time, or has been absent without prior notification on multiple occasions	Has not been punctual or ready to start work on time, or has been absent without acceptable explanation, several times	Consistently punctual, present, and prepared to start work primarily in regards to the beginning of the day and reporting for assignments.	In addition to punctuality and readiness to start work on time, displays willingness to go above and beyond typically-assigned tasks to ensure that student learning and classroom environment are optimal
4E <i>For ABA Tutors only: Assists with documentation of student learning and behavior management</i>	Does not follow the protocols set in place for documenting student learning or functional behavioral data. Documentation is not relevant to the goals.	Documentation of student learning or functional behavioral data is partially aligned with the protocols set in place and only marginally aligned with the goals.	Documentation of student learning or functional behavioral data is predominantly aligned with the protocols set in place and is at least aligned with the goals.	Documentation of student learning or functional behavioral data is fully aligned with the protocols set in place and the goals.

Goal-Setting and Reflection on Progress Form

Unit E Member: _____ Evaluator: _____

Part 1: Identification of Goal (to be completed by Friday of second week in October)

Domain: _____ Date: _____

Goal: _____

Part 2: Reflection of Progress Toward Achieving Goal (to be completed by May 1)

Summarize the progress you have made toward this goal.

What challenges did you face in meeting your goal? How did you address these challenges?

Signatures

Unit E Member: _____

Role: _____

Evaluator: _____

Date: _____

If additional space is needed, please insert extra page.

Guidance: Providing Voluntary Feedback

Unit E Member: _____

Role: _____

Educator sharing feedback: _____

Date: _____

Educators providing voluntary feedback may use the four domains and their indicators (below) to guide their comments. Feedback may be provided either through a conversation or in writing (email, for instance).

DOMAIN 1: Assistance in Planning and Preparation

1A	Assists classroom teacher or other immediate evaluator with the provision of instructional activities at the appropriate level for all students
1B	Works with teacher to maintain a positive and engaging learning environment through consistency and organization
1C	When appropriate assists the classroom teacher in the preparation of instructional materials
1D	Supports the classroom teacher in implementing the curriculum
1E	Follows planned lessons for small group instruction at direction of teacher or immediate evaluator to achieve short- and long-term classroom objectives
DOMAIN 2: Supports the Learning Environment	
2A	Appropriately assists students to develop self-help skills
2B	Supervises students on field trip activities and when instruction occurs in non-classroom learning environments
2C	Treats students with fairness, respect and consistency
2D	Assists teacher in maintaining physical environment to ensure safety, maximize learning, and facilitate student independence
2E	Assists classroom teacher or other immediate evaluator with creation of an environment in which students work with a sense of purpose and understand what is expected of them
2F	Manages individual and classroom behavior using prescribed approaches
2G	Supports students to have central roles in holding self and others accountable for behavioral expectations, including roles in resolving conflict and eliminating bullying and harassment
DOMAIN 3: Delivery of Services	
3A	Demonstrates respect through language and behavior in interactions with students and staff. Interacts with students appropriately to engage them in learning process
3B	Implements techniques to accommodate students' best modes for learning
DOMAIN 4: Professional Responsibilities	
4A	Performs routine duties of the job in a professional manner
4B	Works cooperatively with supervising teacher
4C	Respects and maintains confidentiality

Mid-Year Observation Form

Unit E Member: _____ Role: _____

Evaluator completing form: _____ Year: _____

DOMAIN 1: Assistance in Planning and Preparation

INDICATOR

OBSERVATIONS OF PRACTICE

1A *Demonstrates knowledge of content*

1B *Demonstrates knowledge of the students*

1C *Understands instructional goals*

DOMAIN 2: Supports the Learning Environment

2A *Creates an environment of trust and respect*

2B *Understands strategies to assist in the inclusion of students in various settings*

2C *Able to use strategies to promote student independence*

2D *For ABA Tutors only:
Able to effectively employ a variety of strategies that reinforce positive behavior*

2E *For Ed. Assistants only:
Classroom procedures*

DOMAIN 3: Delivery of Services

3A *Able to employ constructive communication strategies and approaches in working with students, staff and greater school community*

3B *Utilizes strategies, techniques, and general knowledge to implement suitable supports for students in the learning environment.*

3C *Engages students in the learning process*

3D *Ed. Assistants only:
Instructional techniques*

DOMAIN 4: Professional Responsibilities

4A *Exhibits flexibility with schedule/assignment changes and working with administrators*

4B *Builds and maintains positive professional relationships with colleagues*

4C *Demonstrates integrity, professionalism, and confidentiality*

4D *Displays a positive work ethic*

4E *For ABA Tutors only:
Assists with documentation of student learning and behavior management*

GENERAL OBSERVATIONS

Areas of demonstrated strengths

Areas in which to focus on growth and improvement

Suggested resources to assist with growth and development

Evaluator signature: _____ Date completed: _____

Unit E Member signature: _____ Date received: _____

Summative Evaluation Form p. 1 of 2

Unit E Member: _____

Role: _____

Evaluator completing form: _____

Year: _____

DOMAIN 1: Assistance in Planning and Preparation		E	P	D	U
1A <i>Demonstrates knowledge of content</i>					
1B <i>Demonstrates knowledge of the students</i>					
1C <i>Understands instructional goals</i>					
Comments:	Overall rating for Domain 1				
DOMAIN 2: Supports the Learning Environment		E	P	D	U
2A <i>Creates an environment of trust and respect</i>					
2B <i>Understands strategies to assist in the inclusion of students in various settings</i>					
2C <i>Able to use strategies to promote student independence</i>					
2D <i>For ABA Tutors only: Able to effectively employ a variety of strategies that reinforce positive behavior</i>					
2E <i>For Ed. Assistants only: Classroom procedures</i>					
Comments:	Overall rating for Domain 2				

DOMAIN 3: Delivery of Services		E	P	D	U
3A	<i>Able to employ constructive communication strategies and approaches in working with students, staff and greater school community</i>				
3B	<i>Utilizes strategies, techniques, and general knowledge to implement suitable supports for students in the learning environment</i>				
3C	<i>Engages students in the learning process</i>				
3D	Ed. Assistants only: <i>Instructional techniques</i>				
Comments:		Overall rating for Domain 3			
DOMAIN 4: Professional Responsibilities		E	P	D	U
4A	<i>Exhibits flexibility with schedule/assignment changes and working with administrators</i>				
4B	<i>Builds and maintains positive professional relationships with colleagues</i>				
4C	<i>Demonstrates integrity, professionalism, and confidentiality</i>				
4D	<i>Displays a positive work ethic</i>				
4E	For ABA Tutors only: <i>Assists with documentation of student learning and behavior management</i>				
Comments:		Overall rating for Domain 4			
Overall Summative Rating					

I have read and received a copy of this evaluation and understand I may attach my own written comments to this evaluation.

Unit E Member signature: _____ Date received: _____

Evaluator signature: _____ Date completed _____

Unit E Performance Evaluation
Performance Improvement Plan

Unit E Member: _____

Role: _____

Evaluator: _____

Date: _____

On separate pages, please complete each of the sections below. Attach this cover sheet with date and signatures.

Part 1: Domain and Component

Identify the domains and indicators in which the employee's performance needs to improve.

Part 2: Observations

Provide examples from the employee's performance that illustrate the need for improvement.

Part 3: Performance Expectations

Set specific goals for performance improvement.

Part 5: Action steps and timeline

Identify action steps, along with a timeline, that the employee will take to reach their performance goal.

Part 4: Resources for Improvement

List suggested resources, i.e., professional literature, personnel, professional development, available to support the employee's efforts.

Part 6: Repercussions

Advise the employee of repercussions they fail to attain and maintain the goals outlined above.

Unit E Member signature: _____

Date received: _____

Evaluator signature: _____

Date completed _____

Determining the Overall Summative Rating (and the Rating of Individual Domains)

The flowchart below will assist in the determination of both a summative rating and the rating for each of the four domains. The process is the same for both the summative and the four domains: For the summative, use the regular text; for the individual domains, use the italicized text in parentheses.

