

Agreement Between the
Boxford School Committee

And

The Boxford Teachers' Association

Effective September 1, 2013 through August 31, 2016

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Preamble

Recognizing that our prime responsibility is to provide education of the highest possible quality for the children of Boxford, and that good morale within the teaching staff of Boxford is essential to achievement of that responsibility, we, the undersigned parties to this Agreement, declare that:

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Boxford in conjunction with the Superintendent, has final responsibility for establishing the educational policies of the public schools of Boxford. Subject to the provisions of the Agreement, the Committee reserves and retains full rights, authority, and discretion, in the proper discharge of their duties and responsibilities to control, supervise, and manage the public schools and their professional staff under governing law, ordinances, regulations, and rules. In all matters under this Agreement calling for exercise of judgment or discretion on the part of the Committee, the decision of the Committee shall be final and binding if made in good faith, i.e., not arbitrarily, capriciously, or without rational basis in fact, except where some other standard of grievability or arbitrability is set forth in this Agreement.
- B. The Superintendent of Schools of Boxford (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
- C. The teaching staff of the public schools of Boxford has responsibility for providing in the classrooms of the schools, education of the highest possible quality.
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff of the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

Article 1- Scope

Section 1

For the purpose of collective bargaining, with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and questions arising hereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all classroom teachers, Pre-K teachers, special subject teachers, special needs teachers, school nurses, and school secretaries.

Article 2- Negotiation Procedures

Section 1

During or before the month of January of the calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiations over a successor Agreement in a good faith effort to reach agreement concerning teachers' wages, hours, and other conditions of employment. The parties will hold an informal, preliminary meeting on or before October 31, 2015 to determine how they would like to proceed in said negotiations for a successor Agreement. The parties may include establishing ground rules at the informal meeting in October.

Section 2

If after a reasonable period of negotiation over the terms of an Agreement, a dispute exists between the Committee and the Association, either party may petition the State Board of Conciliation and Arbitration to initiate mediation and, absent of resolution, fact finding.

Section 3

Each party to this Agreement shall empower its representatives to bargain fully and reach agreement subject to ratification.

Article 3 - Grievance Procedure

Section 1

A grievance is a dispute concerning the meaning, interpretation, or application of this Agreement and any amendment thereto.

Section 2

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved, and nothing in this Agreement shall prevent any such employee from individually presenting any grievance of the employee. Every reasonable attempt will be made by the school administration and School Committee to hold response time at all four levels to the shortest time period possible.

Section 3 - Level and Procedures

- A. Level One - The grievance shall be presented orally by the employee and an Association representative to the appropriate immediate supervisor of the employee.
- B. Level Two - If at the end of the ten (10) school days following such presentation the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) school days thereafter, present the grievance in writing to the Superintendent, who shall, within ten (10) school days thereafter, meet with the employee and an Association representative in an effort to settle the grievance.
- C. Level Three - If at the end of the next twenty (20) school days following such presentation to the Superintendent the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) school days following thereafter present the grievance in writing to the School Committee, and within the ten (10) school days thereafter the School Committee shall meet with the employee and Association representative(s) in an effort to settle the grievance.
- D. Level Four- If at the end of the next twenty (20) school days following presentation of the grievance in writing to the School Committee the grievance shall not have been disposed of to the employee's satisfaction, and if the grievance shall involve the interpretation or application of any provisions of the Agreement, the Association may, by giving written notice to the School Committee within the ten (10) school days next following conclusion of such period of twenty (20) days, present the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of said American Arbitration Association or to the Board of Conciliation and Arbitration. The expenses of such arbitration shall be shared equally by the School Committee and the Boxford Teachers Association.

The only issue(s) to be presented before the Arbitrator shall be that or those presented by the parties at Level One through Three.

The arbitrator shall be without power or authority to make any decision or award which violates the General Laws of the Commonwealth, requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement.

In a final effort to settle any grievances, the Committee and the Association agree to submit any unresolved grievance that the Association has filed for arbitration to the Board of Conciliation and Arbitration for the purpose of utilizing the mediation services offered by the Board.

Section 4 - Other Conditions

- A. If at the end of the ten (10) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by an employee affected by it, the grievance shall not have been presented at Level One of the procedure set forth in Section 3, the grievance shall be deemed to have been waived, and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the said Section 3.
- B. If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement, and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- C. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Boxford for any employee involved in presenting such grievance.
- D. If a grievance affects a group of teachers, the Association may submit the grievance in writing directly to the Superintendent and the processing of such grievance will begin at Level Two.

Article 4 - Salaries

Section 1 - Introductory Statement

Salaries for teachers are to be determined generally by the Basic Salary Schedule adopted by the School Committee. In effect, the salary schedule offers a basic plan of payment with regular increases determined by the experience and training an individual teacher has had.

Section 2 - Salary Schedule, Teachers

- A. Salaries for teachers covered by this agreement are set forth in Appendix A attached hereto and made a part hereof.

Salary Changes:

Year 1	2013-2014	Steps and Levels on the FY13 salary grid	2.0%
Year 2	2014-2015	Steps and Levels on the FY14 salary grid	2.0%
Year 3	2015-2016	Steps and Levels on the FY15 salary grid	2.0%

- B. Salaries shall be paid on a twenty-six (26) payment plan. The schedule for such payments will be prepared in the Superintendent's Office, subject to approval by the School Committee. All summer pays will be paid no later than the last day of school in June, provided that the teacher has completed all normal end-of-year responsibilities, except in emergencies, as approved by the Superintendent or Principal, and no adjustment needs to be made in the final salary payments. All employees will be compensated through direct deposit.
- C. The salaries of part-time teachers, including the Kindergarten Partner teachers, will be determined by this salary schedule on a pro-rata basis.
- D. When in the opinion of the School Committee, and with the consent of the teacher concerned, it will be to the advantage of the school system for a teacher to be regularly assigned excessive non-classroom work in addition to a full teaching load, then it shall pay the teacher such additional salary as may be considered fair and reasonable. Upon the reversion of the teacher to normal teaching status, the additional salary shall cease.

Section 3- Policies to be Used in Interpreting the Schedule

- A. In the normal course of salary progress, increments for employees rendering satisfactory service will be awarded annually. Increments, however, should not be deemed to be automatic. In addition, a teacher who has been on unpaid leave of absence for more than half a school year, either entirely within one school year or encompassing portions of two consecutive school years, will not be awarded an increment.

- B. Teachers entering service in the Boxford Public Schools shall be placed on the schedule for the appropriate step and on the proper preparation level as determined by the Superintendent with the concurrence of the School Committee. This decision will be based on the teacher's teaching experience and educational background as reflected in earned degrees and course credits. Experience shall be evaluated in relationship to the position being filled. The School Committee, on the recommendation of the Superintendent, shall be free in the placement of new teachers on the schedule as described above, with the exception that no teacher be placed on a step and/or preparation level that is higher than his/her actual experience and educational level.
- C. **Initial Placement of the Salary Schedule:** Credit will be given for the following types of experience outside the Boxford School System: public school teaching; accredited private school teaching not including kindergarten and nursery school, college teaching, permanent substitute teaching in one of the above-type schools.
- D. **Evaluation of Credits of Newly Employed Teachers:**
- (1) A new staff member must submit to the Superintendent an official transcript or other official documentation of courses for which credit on the salary schedule is expected. Such records will be kept on file in the Superintendent's Office. The Superintendent will evaluate the above documentation to determine the appropriate salary placement and notify the staff member of the number of semester hours credited on the basis of the credentials submitted.
- (2) Only courses taken within the ten-year (10) period immediately prior to the teacher's appointment in Boxford shall be granted credit for placement on the intermediate salary schedules.
- (3) A surplus of credits for a given degree is not creditable above that degree. Only courses will be credited toward the B + 15 schedule which were started after the completion of the Bachelor's Degree, or its equivalent; and only those courses will be credited toward the M+ 15 and M + 30 schedules which were started after the completion of the Master's Degree.

Section 4 - Procedures for Salary Schedule Advancement

A. **Purpose of Professional Study Schedules.**

The establishment of certain intermediate or professional study schedules within the basic salary schedule is intended to promote further study on the part of the teaching staff, which will be reflected in increased competence in the classroom situation. It should also serve to attract to the local staff forward-looking applicants who plan to be

career teachers. Therefore, the intent is that such study shall be of professional nature, i.e., regular credit courses at a recognized college or university, successfully completed, directly related to the teacher's work, and usually taken as part of a planned program under college guidance.

- B. By November 1st of the school year prior to that in which advancement is expected on the salary schedule due to coursework completed, a teacher must submit to the building principal, on an appropriate form, the column to which he/she expects to be placed. This will not prohibit a teacher from taking a course which had not been announced by November 1st, with said course leading to advancement on the salary schedule.
- C. For each course utilized for salary schedule advancement, a staff member shall submit a request on a proper form for approval of the course by the Superintendent prior to enrollment. Upon submission of the proposed course into "My Learning Plan", the Superintendent will respond to the request within ten (10) school days.
- D. It shall be the responsibility of the staff member to secure additional information relative to the course of program of study when requested by the Superintendent as necessary for evaluation. The Superintendent shall inform the staff member whether or not approval is given.
- E. The staff member shall provide a transcript to the Superintendent as evidence of successful completion of approved courses. Said evidence will be kept on file in the Superintendent's Office.
- F. Placement on a higher salary schedule shall be made after necessary documentation has been filed. Placement shall be effective on the first day of September for courses completed during the spring or summer terms. Placement shall be effective on the first day of January for courses completed during the fall term. In the case of a trimester schedule, placement shall be effective on the first day of the month following the completion of the course. It shall be the responsibility of the staff member to request placement on a higher schedule.
- G. In order to be eligible to be placed upon the Master's Degree schedule, the major emphasis in the study of a teacher attaining the degree must have been to the Superintendent's satisfaction in a field that should be of help to the teacher in his/her present position and of benefit to the school system. The attainment of a Master's Degree will not entitle a teacher to placement on the Master's Degree schedule unless this qualification is met. Therefore, any teacher undertaking to attain such a degree should request in writing as early as possible from the Superintendent whether such study will meet this qualification.

- H. Effective September 1, 2001, teachers may utilize Professional Development Points (PDPs) as defined by the Department of Education Recertification Regulations, to advance on the salary schedule. In order to move on the schedule, applicable Professional Development Points must be approved in advance by the Superintendent and the Building Principal, the professional development work must be at least fifteen (15) hours in duration and will require the completion of a project and/or written work and the experience/course must be comparable to a graduate level course. For the purposes of this section, a fifteen (15) hour professional development course equals one (1) credit for advancement on the salary schedule. Bargaining unit members may receive an unlimited number of Boxford University credits based upon the approved professional development points. The project and/or written work shall be consistent with the system's goals and objectives and/or the school improvement plan. The Superintendent and the Building Principal shall certify that the program has been completed.
- I. Any teacher presenting a workshop or course of study for the first time for the Boxford University, shall receive the Department of Education approved number of professional development points as a facilitator.

Section 5 - Procedures for Tuition Reimbursement

- A. The School Committee establishes as policy the payment of three-fourths of the tuition cost for courses taken at accredited colleges under the following conditions:
 - (1) The course must be approved in advance by the Superintendent and must carry college credit. Upon submission of the proposed course into My Learning Plan, the Superintendent will respond to such a request within 10 school days. The course should be part of a planned program to enhance the competence of the teacher in his/her present position and normally would be part of a degree program.
 - (2) The teacher must successfully pass the course and submit a record of the same. Successful completion shall mean the receipt of a grade which the college will accept toward fulfillment of graduate degree requirements. In cases of courses not taken as part of a graduate degree program, a minimum of B or its equivalent will be interpreted as successful completion. Once a course is approved submission of the course grade/transcript will be deemed sufficient proof of completion for reimbursement.
- B. The teacher will be reimbursed for three-fourths of out-of-pocket payment for tuition upon the submission of a receipted copy of the tuition bill to the Superintendent for his approval as evidence of the cost of the course.

- C. Reimbursement to the teachers will be made on the basis of the order by which applications are received, but not in excess of the line item for matching tuition funds which will be set at \$7,000 for each school year. Reimbursement of an individual shall be 100% based on the Salem State College course tuition rate. Reimbursement of an individual will be limited to three (3) semester hours of credit per course, including the summer semester. Payment for courses that award more than three semester hours will be prorated.

The parties agree that unexpended funds designated for tuition reimbursement shall be added to the professional development account.

- D. If there are more teacher applications than available reimbursements, no one teacher will be allowed reimbursement for more than three semester hours of credit during a fiscal year. If by June 1st it is determined that a balance remains in this account, then the money will be equally divided up to 75% of the course cost, by the teachers who had taken an approved additional, but not reimbursed, course. Application deadlines are as follows:

For fall courses, no later than September 15th
For winter courses, no later than January 15th
For spring course, no later than May 15th
For summer courses, no later than July 15th

- E. To be eligible for reimbursement of matching tuition funds, a teacher, to the best of his/her knowledge and intent, should be planning to continue on the staff for the semester following the semester when the course is taken. Payment for courses taken during a summer session will be made only to teachers upon return for the next school year.

Section 6 - Salaries Special Education and Section 504 - Evaluation Meetings

- A. The Committee recognizes that teacher participation in certain Special Education or Section 504 evaluations does require time beyond usual expectation and agrees to provide compensation for this activity at an hourly rate of \$27.50, effective September 1, 2004, and effective September 1, 2006 the hourly rate shall be \$30.00, to a maximum of one and one-half hours compensation for each meeting under the following terms and conditions:

(1) "Special Education or Section 504 evaluation meeting" shall be defined as the annual meeting held to determine the specific elements of the Individual Educational Plan or Section 504 Plan through evaluation, reevaluation, or annual review and specifically excludes meetings for quarterly review of progress.

(2) Compensation for attendance at such meetings at times before 8:35A.M. and after 3:40 P. M. shall be made to any teacher required by the Principal to be present.

(3) Teachers shall be responsible for submitting within fifteen (15) days, a voucher for such payment to the School principal noting the nature, dates, and times of the work performed. Payments will be made to the nearest quarter-hour of the time reported.

- B. The scheduling of above referenced evaluation meetings should fall within the normal workday to the extent possible. In the event the meetings fall during class time, a substitute teacher will be called to cover the class of the teacher involved except in emergency situations.

Section 7 - Payment for Extra Duties

- A. A sum of \$3,500 will be available to be used for stipends for extra duties and extracurricular positions as determined by the School Committee. It is agreed that in a given year in which curriculum committees are established, a stipend will be offered to participating teachers. The \$3,500 amount may be offset wholly or in part by the availability of State School Improvement Funds as provided through Chapter 727 or other similar sources.
- B. On or before May 15th of each school year, consideration will be given by the School Committee to suggested extra-curricular activities as submitted by the BTA to receive stipends during the next school year.
- C. The Parties agree to establish a sub-committee to work with the Superintendent to establish compensation and titles for any stipend positions. The Committee and Superintendent reserve the right to fill these positions or leave vacant as the budget allows.

Position	Level	2013-2014	2014-2015	2015-2016
Teacher in Charge	50	2,000.00	2,000.00	2,000.00
Mentor I	40	1,600.00	1,600.00	1,600.00
Mentor II	20	800.00	800.00	800.00
Mentor III	20	800.00	800.00	800.00
Mentor Coordinator	50	2,000.00	2,000.00	2,000.00

Position	Level	2013-2014	2014-2015	2015-2016
Math Curriculum Mentor	40	1,600.00	1,600.00	1,600.00
ELA Curriculum Mentor	40	1,600.00	1,600.00	1,600.00
Building Action Team Leader	20	800.00	800.00	800.00
Building Action Team Member	10	400.00	400.00	400.00
Curriculum Action Team Leader	20	800.00	800.00	800.00
Curriculum Action Team Member	10	400.00	400.00	400.00
Professional Development Council	10	400.00	400.00	400.00
Study Group Leader	20	800.00	800.00	800.00
Study Group Member	10	400.00	400.00	400.00
Beginner Band	40	1,600.00	1,600.00	1,600.00
Fifth Grade Band	40	1,600.00	1,600.00	1,600.00
Sixth Grade Band	40	1,600.00	1,600.00	1,600.00
Jazz Band Grade 5	40	1,600.00	1,600.00	1,600.00
Jazz Band Grade 6	40	1,600.00	1,600.00	1,600.00
Chorus Director	40	1,600.00	1,600.00	1,600.00
Chorus Accompanist	20	800.00	800.00	800.00
Extra Curricular Activity Leader 1	10	400.00	400.00	400.00
Extra Curricular Activity Leader II	20	800.00	800.00	800.00
Extra Curricular Activity Leader III	30	1,200.00	1,200.00	1,200.00
Teacher to Teacher I	10	400.00	400.00	400.00
Teacher to Teacher II	20	800.00	800.00	800.00
Teacher to Teacher III	30	1,200.00	1,200.00	1,200.00

Position	Level	2013-2014	2014-2015	2015-2016
Teacher to Teacher IV	40	1,600.00	1,600.00	1,600.00
Teacher to Teacher V	50	2,000.00	2,000.00	2,000.00
Nurse Leader	20	800.00	800.00	800.00
Grade Level Liaison	20	800.00	800.00	800.00

Section 8 - Retirement Bonus for Teachers

A. In recognition of long and dedicated service to the students of Boxford, any teacher covered by this Agreement, who will have served fifteen or more full consecutive years in the Boxford Public Schools and who will have reached an age of 55 years old or more by the date retirement becomes effective, may receive a lump sum bonus payment under the following conditions:

(1) An eligible teacher must, by January 15th of their final year of employment, notify the Superintendent in writing of his/her intention to retire under the provisions of the Massachusetts Teachers' Retirement Act at the end of that school year.

(2) The retirement bonus will be calculated by the following formula:

$(\text{Years of service}) \times (.005) \times (\text{final year's salary, longevity excluded}) = \text{lump sum bonus.}$

Teachers retiring at the end of the school year 1991-1992 and subsequent school years shall have their retirement bonus calculated by the following formula:

$(\text{Years of service}) \times (.0075) \times (\text{final year's salary, longevity excluded}) = \text{lump sum bonus.}$

(3) Upon prior agreement with the Superintendent, the bonus may be paid after July 1st following the completion of duties, or on January 15th of the following year as per teacher's option.

B. Under conditions of broken service in which a teacher has served fifteen (15) or more years that were not consecutive, full years prior to the severance may be used in contribution to eligibility. However, only full years of service subsequent to the severance will be considered in computation of the bonus payment.

- C. The School Committee and the Association agree to establish a 403(b) plan for bargaining unit members who have completed 90 days of service in Boxford.

Effective September 1, 2005, for teachers with ten (10) full consecutive years of service or less, this program shall replace the retirement bonus in Section 8 A, (2) of this Article. However, teachers with more than ten (10) years of service may elect to participate in the 403(b) plan. Participation in the 403 (b) plan means that a member is ineligible for the retirement benefit in Section 8 A (2).

The Committee will match the first \$125.00 contributed by a unit member. A unit member may elect to have additional monies withheld as employee contributions to the plan. All 403 (b) matching payments will be made in the 2nd payroll in June. All monies shall be remitted to a third party administrator designated by the Association. Individual participants shall have the responsibility for ensuring that their total yearly contributions are consistent with IRS regulations.

Section 9 - Salary Schedules, School Nurses

Salaries for school nurses covered by this Agreement and not licensed by the Massachusetts Department of Education are set forth in Appendix B, attached hereto and made a part hereof.

Section 10 - Salaries Schedules, School Secretaries

Salaries for school secretaries covered by this Agreement are set forth in Appendix C, attached hereto and made a part hereof.

Article 5 - Leave of Absence - Teachers

Section 1 - Absence

Any employee absent from duty shall report promptly to the Principal of his/her school or his/her designee the cause of such absence and state its probable duration.

Section 2 - Sick Leave

- A. In cases of personal illness or accident, teachers who are regularly employed shall be allowed fifteen (15) days leave each school year. The unused portion of such leave may accumulate to a maximum of one hundred eighty-three (183) days. Computation of new sick leave entitlements will be made as of September 1st and will not be retroactive. Teachers (not

substitutes) who are on a part-time basis will have their leave, salary deductions, etc., computed on a pro-rata basis depending upon the number of days they are employed in the system each year. Teachers new to the system shall receive such sick leave entitlement only after they have reported to work and have actually worked on the job for at least one day. A teacher may utilize fifteen (15) days, with written explanation for time beyond ten (10) days, of his/her personal sick leave per year to care for an immediate family member with a critical illness for whom the bargaining unit member is the primary care giver.

- B. In cases of absence beyond available leave, the matter will lie within the discretion of the School Committee.
- C. The case of a teacher absent for reason of injury suffered in line of duty will be considered as an individual matter by the School Committee, upon written application by the injured teacher, such application to be made within ten (10) days following the accident.
- D. Any employee beginning service after the opening of school in September will have his/her sick leave entitlement prorated by that portion of the school year worked.
- E. Upon request of the Superintendent, all teachers shall furnish a report from the attending physician certifying the cause of absence. Additional reports from the attending physician shall be furnished as requested by the Superintendent in connection with prolonged absences.

Section 3 - Bereavement and Compelling Cause Leave

- A. A teacher may receive paid leave in each school year, which shall not accumulate from year to year, to meet the following obligations which cannot otherwise be conducted outside of the school day or school year.
 - 1. **Bereavement:** In the event of a death in her/his immediate family, a teacher may receive up to five (5) days leave in each school year, such leave not to accumulate. For the purpose of interpreting this section, the immediate family of a teacher shall include the wife, husband, child, grandchild, parent, grandparent, brother, sister, or any other relative, who, to the satisfaction of the Superintendent, is considered to be a member of the immediate family. The Superintendent may grant additional bereavement leave if more than one member of the immediate family dies in the same school year.

2. **Compelling cause:** A teacher may use up to three (3) days in each school year for the compelling purpose of transacting or attending to legal business, household or family matters of hardship or other pressing need and not merely personal convenience; provided however, that at least three (3) days prior notice of each absence is given the Superintendent, utilizing the specified form in Appendix A for this purpose, except in emergency cases. Compelling cause days shall not be used to extend long weekends or school vacations or on consecutive school days except as approved by the Superintendent. Prior notice for days requested for the month of June must be received prior to April 30th of the school year. By September 1st of each year, the Superintendent will publish a calendar indicating when compelling cause days may not be used. It is understood by the parties that, compelling cause days not used by a teacher in a given school year shall be converted to sick leave and credited to eligible teachers at the beginning of the next school year. It is also understood that if the use of days by for compelling cause exceeds 100 days total in any year covered by this agreement the parties will meet to review the usage of these days.
 3. **Religious Observance:** The Superintendent, at his discretion, may authorize up to two days of paid leave per school year to any teacher to observe a religious holiday viewed by the teacher as obligatory upon herself/himself. Application of the above days of leave to observe a religious holiday must be made no later than thirty (30) days in advance of the holiday to assure that it can be ascertained that there will be sufficient staffing for the carrying on of school on that religious holiday, except for religious holidays less than thirty (30) days after the opening of school or for newly-hired teachers. Such leave for religious holidays shall not come out of the teachers' compelling cause leave.
 4. It shall be the responsibility of the teacher to furnish sufficient written information to the Superintendent to enable him to make a determination as to whether absence falls within this category.
- B. Jury Duty Leave: In the event that a teacher is called for jury duty, said teacher shall be on a temporary leave of absence for the period of jury duty. The teacher shall be compensated in full for the first three (3) days of jury duty. Should jury duty extend beyond three (3) days, he/she shall receive her/his daily rate of pay less the compensation received for serving on the jury. A teacher called to jury duty should attempt to verify in advance the necessity for attendance in order that final arrangements can be made for a substitute teacher.

- C. Absence for Massachusetts Teachers' Association Annual Meeting: Two delegates from the Boxford Teachers' Association shall receive a day's leave of absence to attend the annual meeting of the Massachusetts Teachers' Association without loss of pay.
- D. It is the position of the School Committee that teachers should not be absent from their teaching assignments for any reason except those described in Sections 2, 3, and 4. Requests for contemplated absences for reasons other than those described in Sections 2 through 4 must, whenever possible be submitted in writing ten (10) days prior to the absence; and, if approval by the Superintendent is given, the amount deducted per diem shall be one two-hundredth (1/200) of the annual salary. At the discretion of the Superintendent, the amount deducted may be reduced to equal the base rate paid for substitute teachers, according to past practice. The reasons intended here are those carrying a significant obligation rather than those of pleasure or personal satisfaction.

Section 4 - Fulfillment of Leave Policies

- A. Generally, the policies described herein will be fulfilled completely as intended with all personnel. However, the School Committee reserves the right to alter such policies in extreme instances because of extenuating circumstances.
- B. The provisions of this policy whereby teachers may be granted salary during absences provides a means that may be employed by the School Committee for furthering the interests of the schools. It shall not be construed as bestowing a privilege of absence.

Section 5 - Leaves Without Pay

- A. Requests for leaves without pay must be filed with the Superintendent and must state the reason and period for which the leave is being requested.
- B. Leaves of absence without pay may be granted on account of prolonged illness, needed rest, necessities of home and allied reasons or they may be granted for any other activities which would, in the opinion of the Superintendent, contribute to the future benefit of the Boxford Public Schools.

- C. **Leave of Absence- Teachers:** The Committee agrees to grant annually upon written application up to a maximum of three (3) unpaid one-year leaves of absence for the purpose of enabling bargaining unit members to retrain for a different career. Such leaves would be for one entire school year, with the option to renew the leave for a second school year upon written application by January 15th of the first year of leave. The teacher shall return to the next higher step on the salary schedule which he/she held prior to the commencement of such leave if he/she has served ninety (90) consecutive school days prior to the commencement of the leave. For purposes of Article 8, Section 3, time spent on such leave shall not count toward seniority (length of service) but shall be treated as merely an interruption of service. During the period of leave, the teacher may continue to participate in the Blue Cross-Blue Shield program and the Town insurance program. However, the teacher on leave shall pay the full cost of such coverage. A teacher on such leave must notify the Superintendent of his/her intent to return no later than January 15th of the school year preceding the school year of return. If the Superintendent notifies the Association and the teacher by registered mail to the teacher's last address on file of the January 15th deadline at least two weeks in advance, then failure to respond by January 15th will result in forfeiture of the teacher's position.
- D. **Family and Medical Leave Act:** A teacher who has been employed for one complete year shall be entitled to a leave of absence without pay for up to twelve (12) consecutive weeks for adoption, foster care placement of a child, or if a serious health condition affects the employee or the employee's spouse, child, or parent in accordance with the Federal Family and Medical Leave Act. Consistent with the Family and Medical Leave Act, during said twelve (12) week leave, an employee on leave under this Section shall continue to be eligible for health insurance with the Town and the employee paying their respective regular costs of the health insurance.

Section 6 - Maternity Leave

- A. In accordance with the provision as stated in General Laws, Chapter 149, Section 1050, a leave of absence without pay, for the purpose of giving birth to a child shall be granted to any teacher who applies at least two (2) weeks in advance of the anticipated date of delivery, for a period not to exceed eight (8) weeks or for a period of twelve (12) weeks for a teacher who is eligible for the Family and Medical Leave Act. The Superintendent at his discretion may make an exception for less notice because of unforeseen circumstances.
- B. Within said eight-week (8) period, the teacher may elect during such time she is physically disabled in connection with pregnancy and/or delivery, as certified by her physician to use her accumulated sick leave to the extent of its availability.
- C. If at the end of the eight-week (8) period, the absent teacher's physical condition makes her eligible for sick leave, the teacher may elect to return to pay status and use her accumulated sick leave to the extent of its availability.

- D. A teacher about to return from leave shall provide a written statement from her physician, certifying her fitness to resume her teaching duties.
- E. The maternity leave may be extended by mutual agreement of the teacher and the Superintendent in order that said teacher may return at an appropriate time in consideration of the students' programs(s), such as at the beginning of a semester, beginning of a marking period, or after a vacation period.
- F. In lieu of the use of accumulated sick leave if needed in connection with physical disability related to pregnancy and delivery until a teacher is recovered sufficiently to return to work and in lieu of the maternity leave described immediately above, a teacher may apply for an unpaid long-term maternity leave under the following conditions:

(1) The teacher shall apply for the long-term maternity leave no later than forty-five (45) days prior to the beginning date of the requested leave period.

(2) The unpaid long-term leave shall extend up to a maximum of one (1) year. The date of return shall be set by mutual agreement of the teacher and the Superintendent in order that the teacher may return at an appropriate time in consideration of the students' program(s), such as the beginning of a year, the beginning of a marking period, or after a vacation period. For purposes of Article 8, Section 3, time spent on such unpaid leave shall not count toward seniority (length of service) but shall be treated as merely an interruption of service.

(3) During the long-term maternity leave, the teacher may elect during such time she is physically disabled in connection with pregnancy and delivery, as certified by her physician, to use her accumulated sick leave to the extent of its availability.

(4) A teacher about to return from such leave shall provide a written statement from her physician certifying her fitness to resume her teaching duties.

Section 7 – Adoption/Parenting Leave

Teachers who adopt or who are the non-birthing parent of children will be entitled to use up to four (4) consecutive weeks of paid sick leave from their personal accumulated sick leave from the date of adoption.

A leave of absence without pay will be granted to a teacher for a period of up to one (1) year.

Advance written notice shall be provided to the Superintendent at least four (4) weeks prior to the beginning of the leave.

The date of return shall be set by mutual agreement of the teacher and Superintendent in order that the teacher may return at an appropriate time in consideration of the students' program(s), such as the beginning of a school year, the beginning of a marking period, or after a vacation period. For purposes of Article 8, Section 3, time spent on such unpaid leave shall not count toward seniority (length of service) but shall be treated as merely an interruption of service.

Section 8 - Sick Leave Bank

- A. The School Committee and the Association agree to establish a Sick Leave Bank for use by any eligible member of the bargaining unit or building principal who has exhausted his/her own sick leave and has an extended absence due to prolonged and/or serious illness or injury.
- B. The Sick Leave Bank shall be funded by each member of the bargaining unit contributing two (2) days of his/her sick leave upon initial employment to the Sick Leave Bank from that provided in Section A of this Article.
- C. Unused days in the Sick Leave Bank at the end of a school year shall be carried forward to the following school year.
- D. Extra sick days of those teachers who have accumulated up to 183 sick leave days shall be annually donated to the bank up to a maximum bank account of 400 days.
- E. In the event that the days of the Sick Leave Bank become exhausted, the Sick Leave Bank shall be refunded by each member of the bargaining unit contributing an additional two (2) days to the Sick Leave Bank from his/her accumulated sick leave that is provided in Section A of this Article.
- F. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) representatives of the Boxford Teachers' Association and the Superintendent or his designee.
- G. Any initial grant of sick leave days by the Sick Leave Bank Committee shall not exceed fifteen (15) days. A first year teacher whose sick leave has been exhausted and who joined the Sick Leave Bank pursuant to Section B above, shall be limited to fifteen (15) days from the Sick Leave Bank. If need continues beyond fifteen (15) days for any other unit member who joined the Sick Leave Bank pursuant to Section B above, reapplication may be made for extensions of up to a maximum of fifteen (15) days in each instance, with the Sick Leave Bank Committee having sole authority to act on each request by a member of the Sick Leave Bank. No member shall receive more than

fifty (50) days from the Sick Leave Bank during one (1) school year, or no more than fifty (50) days for a single period of absence which extends into a second school year, provided that additional sick leave may be granted at the discretion of the Superintendent and School Committee. A teacher suffering from a serious illness, who will eventually need all fifty (50) days of sick leave bank coverage, may make one request for the entire fifty (50) days.

H. Subject to the provision of this Article, the Sick Leave Bank Committee shall utilize the following criteria in administering the Sick Leave Bank and in determining the amount of leave:

(1) Adequate medical evidence of prolonged and/or serious illness or injury.

(2) History of prior utilization of sick leave.

I. The decision of the Sick Leave Bank Committee regarding any request for any sick leave days shall be final and binding and not subject to appeal except for reconsideration to the Sick Leave Bank Committee, and not subject to the grievance and arbitration provisions of this Agreement.

Article 6 - Leave of Absence - Nurses and Secretaries

Section 1 - Absence

Any nurse or secretary absent from duty shall report promptly to the principal of his/her school or his/her designee the cause of such absence and state its probable duration.

Section 2 - Sick Leave

A. In case of personal illness or accident, nurses or secretaries who are regularly employed shall be allowed fifteen (15) days leave each school year. The unused portion of such leave may accumulate to a maximum of one hundred (100) days. Computation of new sick leave entitlements will be made as of September 1st and will not be retroactive. Nurses or secretaries (not substitutes) who are on a part-time basis will have their leave, salary deductions, etc., computed on a prorated basis depending upon the number of days they are employed in the system each year. Nurses or secretaries new to the system shall receive such sick leave entitlement only after they have reported to work and have actually worked on the job for at least one (1) day. A nurse or secretary may utilize ten (10) days of his/her personal sick leave per year to care for an immediate family member with a critical illness for whom the bargaining unit member is the primary care giver.

B. In cases of absence beyond available leave, the matter will lie within the discretion of the School Committee.

- C. The case of a nurse or secretary absent for reason of injury suffered in line of duty will be considered as an individual matter by the School Committee, upon written application by the injured nurse or secretary, such application to be made within ten (10) days following the accident.
- D. Any employee beginning service after the opening of school in September will have his/her sick leave entitlement prorated by that portion of the school year worked.
- E. Upon request of the Superintendent, all nurses or secretaries shall furnish a report from the attending physician certifying the cause of absence. Additional reports from the attending physician shall be furnished as requested by the Superintendent in connection with prolonged absence.

Section 3 - Bereavement and Compelling Cause Leave

- A. In the event of a death in the immediate family of a nurse or school secretary, or for compelling cause, the nurse or secretary may receive up to five (5) days leave in each school year, such leave not to accumulate. For the purpose of interpreting this section, the immediate family of a nurse or secretary shall include the wife, husband, child, grandchild, parent, grandparent, brother, sister, or any other relative who, to the satisfaction of the Superintendent, is considered to be a member of the immediate family. Compelling cause means quarantine, summons to court as a witness, serious illness of a relative or member of a household, attendance at a staff member's own marriage or that of a son or daughter, brother or sister; attendance at one's own graduation from a college or university or that of a spouse, son or daughter, for up to three (3) days, subject to the approval of the Superintendent, or cause approved by the Superintendent. The Superintendent may grant additional bereavement leave if more than one member of the immediate family dies in the same school year.

The Superintendent at his/her discretion may authorize up to two (2) days of paid leave per school year to any nurse or school secretary to observe a religious holiday viewed by the nurse or secretary as obligatory upon himself/herself. Application for the above days of leave to observe a religious holiday must be made no later than thirty (30) days in advance of the holiday to assure that it can be ascertained that there will be sufficient staffing for the carrying on of school on that religious holiday, except for religious holidays less than thirty (30) days after the opening of school or for newly-hired nurses or secretaries. Such leave for religious holidays shall not come out of the nurse's or secretary's compelling cause leave.

- B. It shall be the responsibility of the nurse or secretary to furnish sufficient written information to the Superintendent to enable him to make a determination as to whether absence falls within this category.
- C. In addition, it is recognized that occasions of compelling personal cause may arise of such a nature that the nurse or secretary may not wish to put them in writing. By such compelling personal cause is meant the involvement of the nurse or secretary or a member of his/her immediate family in problems of an urgent health nature, or in required contacts with such agencies as schools, courts, and hospitals. A nurse or secretary may receive two (2) days per year of leave with no explanation necessary for which there will be no deduction. Compelling cause days may not be used for days preceding or following school vacation periods and/or long weekends. In such cases, a nurse or secretary will merely complete the form described in Appendix D.

Article 7-Transfers

Section 1 - Movement

Except for the procedural requirements set forth for posting and receipt of applications, the determination of the movement of a teacher from one position to another within the school system shall be at the discretion of the Superintendent.

Section 2 – Transfer

A transfer is defined as a change in assignment for a teacher from one school to another, from one grade level to another, from a specialist position to a classroom position, or from a classroom position to a specialist position.

Section 3 - Job Postings and Assignments

The tentative organizational design setting forth proposed positions for the following school year will be posted by the Superintendent by May 1st. Teachers may apply for a voluntary transfer to meet the proposed organizational design for a period of six (6) school days after the posting of the design. Such application shall state the nature of the transfer and the reasons for such request. After the six (6) days, the administration shall contact teachers regarding necessary changes in staffing. The Superintendent shall give full consideration to such requests and shall post the tentative assignments by May 15th.

The determination of tentative assignments shall be made by the Superintendent. In determining tentative assignments, the Superintendent shall consider the following: ability and competence, specific area of competence sought, requests for voluntary transfer, length of service in the position held. Generally, if circumstances permit, no teacher will be transferred involuntarily in two consecutive school years. If the tentative assignment of a teacher is changed, the teacher shall be notified of such change prior to the posting date to the extent possible.

Section 4 - Involuntary Transfers

In the case of involuntary transfers, such transfers will be made after a meeting of the teacher, principals, the Superintendent and, if the teacher so desires, a representative of the Association.

Section 5 - Involuntary Transfers Between Buildings

In the event of an involuntary transfer from one school building to another, the teacher involuntarily transferred will be, if necessary, provided with up to two full days of release time with appropriate substitute coverage. The days provided can be utilized for packing and/or unpacking.

Article 8 - Reduction in Force

Section 1 - Natural Attrition

The School Committee shall first use natural attrition to make any such reduction (that is, by resignation and/or retirement.)

Section 2 - Retention of Teachers

If natural attrition does not accomplish the necessary reduction, the School Committee shall retain those teachers with three (3) or more years in the Boxford School System to the extent that such teachers with three (3) or more years of service in the Boxford School System are certified for the specific position to be filled.

Section 3 - Seniority

In the event that the above steps do not accomplish the necessary reduction in personnel, then where performance and specific area of competency are equal or similar, seniority (length of service) in the Boxford School System will determine the order of layoff.

Section 4 - Definition of Seniority

Seniority for teachers will be defined as number of years of service based upon starting date of teaching service. Effective September 1, 1992, years of seniority will be counted and accumulated in terms of Full-Time Equivalency (F.T.E.). All years of service in Boxford prior to 1992/93, however, will be considered full years relative to seniority, regardless of F.T.E. A seniority list will be developed by the School Committee and presented to the B.T.A. on an annual basis. Pre-K teachers who have been employed for over three (3) consecutive years shall be deemed to hold a seniority date of September 1, 2004. In the event of a tie in terms of seniority, the School Committee shall make the decision in the best interest of the System.

Section 5 - Layoff

If the person with the shortest length of service in the Boxford School System is laid off, no aspect of the layoff will be subject to grievance and arbitration.

Section 6 - Recall

Employees having three (3) or more years will be recalled in inverse order of their layoff as to vacancies for which they are certified. Employees will remain on a layoff list for a period not to exceed fifteen (15) months from their date of layoff.

Article 9 - Work Year and Work Day

Section 1 - School Calendar

The Boxford Teachers' Association will accept as final the school calendar approved by the Boxford School Committee.

The School Committee, acting through the Superintendent, shall consult with the President of the Boxford Teachers' Association before establishing the school calendar annually.

Section 2- Work Year for Teachers and Nurses

The work year for teachers and nurses shall consist of one hundred eighty-three (183) days, which shall include one hundred eighty-one (181) days with students, one day scheduled prior to the start of the school year and one professional development day scheduled prior to the end of the work year.

Section 3 - Work Year for Secretaries

The work year for school secretaries shall consist of one hundred eighty-three (183) days, plus two (2) work weeks immediately preceding the opening of school and two (2) work weeks immediately following the close of school.

Section 4- Work Day for Teachers

- A. The teacher workday shall consist of seven (7) hours of consecutive time, which shall include six (6) hours and twenty-five (25) minutes of instructional time commencing with the formal start of the student day and continuing until the normal student dismissal time. Effective school year 2008-2009, the teacher work day shall consist of seven (7) hours and five (5) minutes of consecutive time which shall be six (6) hours and thirty (30) minutes of instructional time commencing with the formal start of the student day and

continuing until the normal student dismissal time. There will be fourteen (14) one hour building-based meetings per year which will be scheduled in advance on a calendar which will be distributed prior to the commencement of the school year. All meetings will be scheduled on the same day of the week. There will be one evening open house per year. The above rule notwithstanding, teachers are expected to perform fully those professional responsibilities which may occasionally require their presence beyond the stipulated hours, (such as giving of assistance to pupils, conducting parent conferences).

In the event the preschool hours do not follow the K-6 hours, the Association will be informed by May 1st of the year preceding the change.

- B. At every session of the school year, all teachers shall be in their respective buildings and available for duty at least five (5) minutes before the beginning of the session. Teachers at the close of the daily school session shall remain in the building at least thirty (30) minutes after the close of school to take care of any details usually connected with the closing of the daily school session. By mutual agreement between teacher and building principal, the teacher's availability may be adjusted to be thirty (30) minutes before school and five (5) minutes after the close of the daily session. Individual instances of exceptions to this rule may be made by the Principal.

In addition to the above paragraph, effective September 1, 1999, teachers shall be available for an additional forty (40) minute block per week for grade-level meetings as set forth herein. The schedule and agenda shall be jointly determined by the teachers and administration at the building level. When a grade-level team meeting is held, teachers on that team shall not be assigned bus duty at that time. Said meetings shall not be scheduled on Fridays or any day before a holiday, long weekend or vacation.

- C. Extra or non-classroom duties shall be considered a part of a teacher's regular assignment, and due no payment outside of the regular salary schedule. Principals are expected to assign extra duties so as to avoid important inequities. As needed, a committee consisting of three administrators and/or supervisors and three teachers (appointed by the Superintendent and Association respectively), shall be established to review these extra duties upon request of either party.
- D. The School Committee will provide aides to relieve teachers from the supervision of students during the lunch hour. In those unusual circumstances where aides are unavailable, the teachers will provide the supervision as directed by the Principal. Lunch hour shall not be used for any other staff responsibility unless the staff member agrees to do so.
- E. Students' classes with specialists (Physical Education, Music, Art, Library and Foreign Language) shall be treated as teacher preparation periods and shall not be required to be used for other professional responsibilities without the consent of the teacher. The Committee will make its best efforts to guarantee an average of two hundred twenty

(220) minutes of preparation time per full week (i.e. - when a full school day is scheduled for each of the five school days in a week) per full-time teacher, including specialists and special education teachers. Preschool teachers will have preparation time proportional to their full time equivalency (FTE) as a preschool classroom teacher only. Preparation time is based on two hundred twenty (220) minutes per week for a 1.0 full time equivalent teacher. Preparation time will always be at least thirty (30) consecutive minutes.

- F. The School Committee and the Administration agree to make reasonable efforts to restrict teachers being pulled out of the classroom during instructional time for training and professional development. The Superintendent and the Association will monitor the use of class time at least once a year at the request of either party.
- G. The Administration will make final hard and electronic copies of the report cards available to teachers from the first week of school.

Section 5 - Release Days

There shall be six (6) early release days during the school year, four (4) of which shall be for parent conferences. The other two (2) early release days shall be the first and last day of school for students. In general, every attempt will be made to plan early release day activities within the normal workday hours.

Article 10- Other Conditions of Employment

Section 1 - Automatic Salary Deductions

The Boxford School Committee will make provisions for automatic salary deductions for purposes of purchases of United States Savings Bonds, Louise E. Mills Federal Credit Union payments, and Teachers' Association dues, effective September 1, 1968. Regulations for carrying on said automatic deductions will be drawn up by the Superintendent subject to approval by the School Committee.

Section 2 - Long-Term Disability Insurance

The Committee will accept responsibility for 50% of the premium for the long-term disability insurance. The present maximum of \$4500 will be increased unilaterally by the Committee if need be to the amount required to meet the 50% funding level during the term of this Agreement. The Committee will make provisions for automatic salary deductions for the purpose of long-term disability insurance. The Association will encourage but not require Long Term Disability insurance for individuals.

Section 3 - Educational Material Reimbursement

The sum of one hundred dollars (\$100) shall be allowed annually for each teacher to purchase at his/her discretion extra educational materials for the classroom. Effective school year 2008-2009, the sum of \$200 shall be allowed annually for each teacher to purchase at his/her discretion extra educational materials for the classroom. The teacher will be reimbursed for expenditures up to said amount by the Principal from the Educational Material Reimbursement Account upon presentation of appropriate receipt(s) showing article(s) purchased. This sum may also be used to reimburse a teacher upon presentation of a voucher for mileage at the rate of \$.30 per mile to attend required evening school functions such as parent seminars, art fairs, and school concerts.

Section 4 - Posting of Openings

The Superintendent shall post in the teachers' room of each school a notice of openings which occur in teaching positions during the school year or for the coming school year. Openings shall be posted for seven (7) working days. In case of openings which occur between the close of school in June and the opening of school in September, the Superintendent will notify the President of the Association. A teacher has a calendar week to apply. In cases where the Superintendent does not receive a notice before August 1st the calendar week posting requirements will be waived.

Section 5 - Automobile Insurance

The School Committee agrees to provide through the Town's insurance plan coverage for those staff members who transport students in their private vehicles in connection with their official duties, such coverage to be excess coverage above that carried by the individual staff member.

Section 6 - Malpractice Insurance

The School Committee agrees to provide through the Town's insurance plan malpractice coverage for the school nurses for actions performed as part of their official duties.

Section 7 - Professional Development

A Professional Development Committee shall be established and shall be composed of at least four (4) teachers named by the Association (at least two from each school) and two (2) members of the administration named by the Committee. The PDC shall be co-chaired by a teacher member and one of the administrative members. The PDC shall make recommendations to the Superintendent for a District Professional Development Program for teachers. The Superintendent shall serve as a non-voting ex-officio member.

Section 8- New Provisions for New Employees

New teachers, as a condition of employment, shall complete one course per year for the first three years of employment based on the needs of the teacher, as prescribed by the Principal. The school district will pay the cost of the course.

New teachers, as a condition of employment, will be required to attend an additional two day orientation session prior to the commencement of the school year at no additional compensation.

Section 9 - Personnel File

A teacher has the right to review and make copies of the contents of his/her personnel file and to place in the file a written response to any written evaluation or complaint. No derogatory materials will be placed in the personnel file until the teacher has been notified of his/her right to review and write a response to it. Such notification is not required in the case of evaluation statements which the teacher has already signed.

Section 10 - Evaluation

The parties negotiated evaluation documents, Performance Standards for Teachers and Guidelines for Teacher Observation and Evaluation, are incorporated herein and attached hereto as Appendix E.

The Parties agree that the current evaluation instrument needs to be upgraded. Therefore a sub-committee shall be established with the sole purpose of reviewing and developing a more effective instrument, within the State guidelines for evaluations. The Association and Committee agree to support and enforce the current process until a new program is developed and agreed to.

Article 11 – Duration

Section 1 - Effective Dates

Subject only to the right to reopen as described in Article 2, this Agreement shall become effective September 1, 2013 and continue in effect to and including August 31, 2016.

IN WITNESS WHEREOF the parties to this Agreement have caused this Agreement to be executed by their agents hereunto duly authorized.

IN WITNESS WHEREOF the parties to this Agreement have caused this Agreement to be executed by their agents hereunto duly authorized.

BOXFORD TEACHERS' ASSOCIATION

BOXFORD SCHOOL COMMITTEE

By: _____
Co-Chairman, Negotiating Team

By: _____
Chairman

Date: _____

Date: _____

By: _____
Co-Chairman, Negotiating Team

Date: _____

**APPENDIX A-1
TEACHERS' SALARY SCHEDULE
2013-2014**

2.0% INCREASE								
STEP	B	B + 15	M	M + 15	M + 30	M + 45	M + 60	M + 75
1	38,907	39,578	40,227	41,233	42,240	43,246	44,253	45,273
2	41,545	42,217	42,865	43,872	44,878	45,885	46,891	47,911
3	44,184	44,855	45,503	46,509	47,514	49,732	50,738	51,758
4	46,820	47,491	48,140	49,146	50,372	51,158	52,165	53,185
5	49,459	50,129	50,778	51,785	52,791	53,798	54,804	55,824
6	52,097	52,769	53,416	54,422	55,429	56,435	57,443	58,463
7	54,735	55,406	56,054	57,062	58,066	59,074	60,080	61,100
8	57,372	58,066	58,693	59,699	60,706	61,712	62,718	63,738
9	60,010	60,681	61,330	62,337	63,343	64,253	65,357	66,377
10	62,649	63,319	63,967	64,974	65,980	66,987	67,993	69,013
11	65,286	65,958	66,607	67,613	68,618	69,625	70,632	71,652
12	67,922	68,594	69,243	70,250	71,256	72,264	73,268	74,288
13			71,882	72,888	73,895	74,901	75,908	76,928
14			74,521	75,527	76,534	77,540	78,548	79,568

Note: Effective September 1, 2007, nurses who are licensed by the Massachusetts Department of Education will be placed on the appropriate column of the salary schedule at the salary closest to the salary that the nurse received in the 2006-2007 school year.

LONGEVITY (2013-2014): Teachers and nurses who have served for more than ten (10) years of consecutive service in Boxford will receive \$1,100 above the normal placement on the above schedule, after fifteen (15) years of consecutive service in Boxford \$1,400 above the normal placement on the above schedule, after twenty (20) years of consecutive service in Boxford \$1,700 above the normal placement on the above schedule, after twenty-five (25) years of

consecutive service in Boxford \$2,000, above the normal placement on the above schedule and after thirty (30) years of consecutive service in Boxford \$2,300, above the normal placement on the above schedule.

Teachers who have not received longevity payments prior to September 1, 2011 will not be eligible for a longevity payment if they are receiving a step increase.

Placement of newly hired teachers will be based upon years of experience, as determined by **ARTICLE 4, Section 3B.**

Interrupted service for unpaid leaves under **ARTICLE 5, Sections 5, 6 and 7** shall be deemed as not constituting a break in the years of consecutive service.

**APPENDIX A-2
TEACHERS' SALARY SCHEDULE
2014-2015**

2.0% INCREASE								
STEP	B	B + 15	M	M + 15	M + 30	M + 45	M + 60	M + 75
1	39,685	40,370	41,031	42,058	43,085	44,111	45,138	46,178
2	42,376	43,061	43,722	44,749	45,775	46,802	47,829	48,869
3	45,067	45,752	46,414	47,440	48,465	50,726	51,753	52,793
4	47,757	48,441	49,103	50,129	51,380	52,181	53,209	54,249
5	50,448	51,132	51,793	52,821	53,847	54,874	55,900	56,941
6	53,139	53,824	54,484	55,510	56,537	57,563	58,592	59,632
7	55,829	56,514	57,176	58,203	59,228	60,255	61,281	62,322
8	58,520	59,228	59,867	60,893	61,920	62,947	63,973	65,013
9	61,210	61,895	62,557	63,584	64,610	65,538	66,664	67,705
10	63,902	64,585	65,246	66,273	67,299	68,327	69,353	70,393
11	66,591	67,277	67,939	68,965	69,990	71,017	72,044	73,085
12	69,281	69,966	70,628	71,655	72,681	73,710	74,734	75,774
13			73,320	74,346	75,373	76,399	77,426	78,467
14			76,011	77,037	78,065	79,091	80,119	81,159

LONGEVITY (2014-2015): Teachers and nurses who have served for more than ten (10) years of consecutive service in Boxford will receive \$1,100 above the normal placement on the above schedule, after fifteen (15) years of consecutive service in Boxford \$1,400 above the normal placement on the above schedule, after twenty (20) years of consecutive service in Boxford \$1,700 above the normal placement on the above schedule, after twenty-five (25) years of consecutive service in Boxford \$2,000, above the normal placement on the above schedule and after thirty (30) years of consecutive service in Boxford \$2,300, above the normal placement on the above schedule.

Teachers who have not received longevity payments prior to September 1, 2011 will not be eligible for a longevity payment if they are receiving a step increase.

Interrupted service for unpaid leaves under **ARTICLE 5, Sections 5, 6 and 7** shall be deemed as not constituting a break in the years of consecutive service.

**APPENDIX A-3
TEACHERS' SALARY SCHEDULE
2015-2016**

2% INCREASE								
STEP	B	B + 15	M	M + 15	M + 30	M + 45	M + 60	M + 75
1	40,479	41,177	41,852	42,899	43,946	44,993	46,041	47,102
2	43,223	43,922	44,596	45,644	46,691	47,739	48,785	49,846
3	45,969	46,667	47,342	48,388	49,434	51,741	52,788	53,849
4	48,712	49,410	50,085	51,132	52,407	53,225	54,273	55,334
5	51,457	52,154	52,829	53,877	54,924	55,971	57,018	58,079
6	54,201	54,901	55,574	56,620	57,668	58,715	59,764	60,825
7	56,946	57,644	58,319	59,367	60,412	61,460	62,507	63,568
8	59,690	60,412	61,064	62,111	63,159	64,206	65,252	66,313
9	62,434	63,133	63,808	64,855	65,902	66,849	67,998	69,059
10	65,180	65,877	66,551	67,599	68,645	69,693	70,740	71,801
11	67,923	68,622	69,297	70,344	71,390	72,437	73,485	74,546
12	70,666	71,366	72,041	73,088	74,135	75,184	76,228	77,290
13			74,786	75,833	76,881	77,927	78,975	80,036
14			77,532	78,578	79,626	80,673	81,721	82,783

LONGEVITY (2015-2016): Teachers and nurses who have served for more than ten (10) years of consecutive service in Boxford will receive \$1,100 above the normal placement on the above schedule, after fifteen (15) years of consecutive service in Boxford \$1,400 above the normal placement on the above schedule, after twenty (20) years of consecutive service in Boxford \$1,700 above the normal placement on the above schedule, after twenty-five (25) years of consecutive service in Boxford \$2,000, above the normal placement on the above schedule and after thirty (30) years of consecutive service in Boxford \$2,300, above the normal placement on the above schedule.

Teachers who have not received longevity payments prior to September 1, 2011 will not be eligible for a longevity payment if they are receiving a step increase.

Placement of newly hired teachers will be based upon years of experience, as determined by **ARTICLE 4, Section 3B.**

Interrupted service for unpaid leaves under **ARTICLE 5, Sections 5, 6 and 7** shall be deemed as not constituting a break in the years of consecutive service.

**APPENDIX B- SALARY SCHEDULE FOR SCHOOL NURSES
(Not Licensed by the Massachusetts Department of Education)**

STEP	2013-2014 (2%)	2014-2015 (2%)	2015-2016 (2%)
1	23.44	23.91	24.39
2	24.74	25.23	25.73
3	26.05	26.57	27.10
4	27.34	27.89	28.45
5	28.64	29.21	29.79
6	30.00	30.60	31.21

The Superintendent, on the recommendation of the Principal, shall have full discretion as to the placement of new nurses on the schedule.

Increments shall not be deemed to be automatic. Annual increments will be granted upon recommendation of the Principal to the Superintendent that service has been performed in a satisfactory manner.

APPENDIX C- SALARY SCHEDULE FOR SCHOOL SECRETARIES

STEP	2013-2014 (2%)	2014-2015 (2%)	2015-2016 (2%)
1			
2			
3			
4	14.45	14.74	15.03
5	15.26	15.57	15.88
6	16.07	16.39	16.72
7	16.88	17.22	17.56
8	17.68	18.03	18.39
9	18.48	18.85	19.23
10	19.28	19.67	20.06
11	20.09	20.49	20.90
12	20.88	21.30	21.73
13	21.66	22.09	22.53

Secretaries who have served for more than ten (10) years of consecutive service in Boxford will receive \$200 per year above the normal placement on the above schedule.

The Superintendent, on the recommendation of the Principal, shall have full discretion as to the placement of new secretaries on the schedule.

Increments shall not be deemed to be automatic. Annual increments will be granted upon recommendation of the Principal to the Superintendent that service has been performed in a satisfactory manner.

School Secretaries shall have as paid holidays those holidays occurring within the school year for which school is not in session and which do not fall within the regular school vacations. These paid holidays would normally be Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and the day after Thanksgiving, Martin Luther King Day and Memorial Day.

The Principal is authorized to award compensatory time for overtime work which he/she requires.

APPENDIX D - COMPELLING PERSONAL DAY REQUEST FORM

Article 5, Section 3C and Article 6, Section 3C
Compelling Cause Leave

It is recognized that occasions of compelling personal cause may arise of such a nature that the bargaining unit member may not wish to put them in writing. By such compelling personal cause is meant the involvement of the unit member or member of his/her immediate family in:

- problems of urgent health nature, or
- required contacts with such agencies as schools, courts, and hospitals

A unit member may receive two days per year of leave with no explanation necessary for which there will be no deduction.

In such cases, a unit member is required to complete the following form to serve as a record:

I wish to have my day of absence on _____
recorded as the day of compelling personal leave without written explanation consistent with the provisions of Article 5, Section 3A or Article 6, Section 3A of the Collective Bargaining Agreement.

Date: _____

Signature: _____

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BOXFORD EDUCATOR EVALUATION

August, 2013

1. Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.;

The regulatory purposes of evaluation are:

- i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability,
- ii. To provide a record of facts and assessments for personnel decisions;

The Boxford Public School purposes of evaluation are to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.

2. Definitions

Artifacts of Professional Practice: Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

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

Classroom teacher: Educators who teach preK-6 whole classes, and teachers of special subjects as such as art, music, library, World language and physical education. May also include special education teachers and reading specialists who teach whole classes.

Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice .

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

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

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

Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS). The educator shall be evaluated at least annually.

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

- For educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years.
- For Educators whose impact on student learning is low, the Educator plan shall be for one year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact.

Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement. There shall be a summative evaluation at the end of the period determined by the plan and if the educator does not receive a proficient rating he or she shall be rated unsatisfactory and shall be placed on an improvement plan.

Improvement Plan shall mean a plan developed by the educator and the Evaluator of for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than 30 school days within the same school year and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an educator is rated unsatisfactory near the close of a school year, the educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

DESE: The Massachusetts Department of Elementary and Secondary Education.

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

Evaluator: The building principal or the Assistant Superintendent of Student Support Services who is appropriately licensed and designated by the superintendent who has responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Evaluator at any one time responsible for determining performance ratings. A list of evaluators and the educators to whom they are assigned to evaluate each school year will be included in the opening day material. Those individuals in evaluation roles that are new to evaluation responsibilities will have the opportunity to co-observe with the Principal or Special Education Director, during the first year of implementation of the Educator evaluation model, and will be able to assume direct evaluation responsibilities in year two of the Educator Evaluation model implementation.

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

Notification: The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

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

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

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

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

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

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

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

Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student WIDA and ACCESS for ELLs gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected during 2012 – 2013 school year.

Observation: A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visit(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the parties. No photography, no videotaping or audio taping shall be

permitted without mutual agreement of the parties. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

Parties: The Boxford Educators Association and the Boxford School Committee are the parties to this agreement

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

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: the Educator's performance fully and consistently meets the requirements of a standard, or the overall evaluation. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Educator's performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator's performance on a standard or the overall evaluation has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or the overall evaluation and is considered inadequate, or both.

Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.

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

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

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

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

Rubric: In rating educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to judge the educator's practice at the four levels of performance. The rubric consists of:

- Standards and Indicators of Effective Teaching Practice: Defined in 603.CMR 35.03. These standards and indicators are used in the rubrics incorporated into this evaluation system.
- Descriptors: define the individual elements of each of the indicators under the standards.
- Benchmarks: describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four benchmarks – one describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.

Self-Assessment: The evaluation cycle shall include self-assessment addressing Performance Standards. The educator shall provide such information, in the form of self-assessment, by October 1st (except for the first year when the deadline is November 1st) to the evaluator at the point of goal setting and plan development. Evaluators shall use evidence of educator performance and impact on student learning, growth and achievement to set the goal with the educator, based on the educator's self-assessment and other sources that the evaluator shares with the educator.

Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

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

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

Trends in student learning: At least two years of data from the locally-bargained measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low for the 2015-2016 DESE required reporting requirement and for every reporting year thereafter, at least three years of data from the locally-bargained measures and state assessments

used in determining the Educator's rating on impact on student learning as high, moderate or low as collected from a full year of teaching with no less than 90% Teacher/Student time on Learning.

3. Evidence Used In Evaluation

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

- A.** Multiple measures of student learning, growth, and achievement, which shall include:
- Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and locally bargained measures of student learning comparable across grade or subject district-wide.
 - Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement shall be locally-bargained. The measures shall be based on the Educator's role and responsibility.
- B.** Observations and artifacts of practice including:
- Unannounced observations of practice
 - Announced observations of practice
 - Examination of Educator work products
 - Examination of student work products
 - Evidence of progress toward professional practice goal(s)
 - Evidence of progress toward student learning outcomes goal(s)
- C.** Evidence relevant to one or more Performance Standards, compiled and presented by the Educator including but not limited to:
- Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - Evidence of active outreach to and engagement with families;

D. Student and Staff Feedback – see #23-24, below

4. Rubric

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. Those rubrics are attached to this agreement.

5. Evaluation Cycle: Training

A. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through a joint labor management committee, comprised of at least two Boxford Teachers’ Association representatives and an equal number, but not more than, number of administration, shall determine the type and quality of training based on guidance provided by DESE.

B. By October 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the October 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The superintendent shall work with the Association and the joint labor management committee to determine the most effective means to provide this training.

6. Evaluation Cycle: Annual Orientation

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

- i. Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded.
- iv. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
- v. All new staff will receive training in the district Educator Evaluation model as part of the teacher induction program.

7. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

- i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four weeks of the start of his/her employment at the school
- ii. The self-assessment includes:
 - An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - Proposed goals to pursue:
 - At least one goal directly related to improving the Educator's own professional practice.
 - At least one goal directly related to improving student learning.

B. Proposing the goals

- i. Educators must consider goals for grade-level, subject-area, job-alike teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing common or job-alike team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

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

Evaluators and Educators shall consider common goals. The evaluator retains authority over goals to be included in an educator's plan.

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

- Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
- The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- For educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.

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

9. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS In the first year of practice:

- The Educator shall have two (2) announced observations during the school year using the protocol described in section 11B, below.
- The Educator shall have at least two (2) unannounced observations during the school year.

In the second and third year of practice:

- The Educator shall have at least one (1) announced observation during the school year using the protocol described in section 11B, below.
- The Educator shall have at least three (3) unannounced observations during the school year.

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

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

B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of the Plan will have two (2) announced observations and at least two (2) unannounced observations during the evaluation cycle.

C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The Educator will have three (3) total unannounced observations, at least one per quarter. The Educator will have two (2) announced observations, one before January 31st, and one after January 31st. For Improvement Plans of six months or less, there must be no less than one announced and two unannounced observations.

11. Observations

The Evaluator’s first observation of the Educator should take place by November 15th, unless the Educator is on a self-directed plan. Observations required by the Educator Plan should be completed by May 15th.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

A. Unannounced Observations: All unannounced observations shall be conducted according to the following:

- i. The evaluator shall observe the educator between 10 and 20 minutes.

ii. Upon entering the room for purposes of an unannounced observation, the evaluator will verbally inform the educator that the purpose of the visit is for an unannounced observation.

iii. The Educator will be provided with written feedback (in writing or electronically) from the Evaluator within 5 school days of the observation. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within 5 school days after receiving the written feedback.

iv. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least 30 minutes in duration within 30 school days. The educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).

B. Announced Observations

All non PTS on Developing Educator Plans and PTS educators on Directed or Improvement Plans shall have two (2) announced observation(s) conducted according to the following:

i. The Evaluator and Educator shall collaborate on the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be at least thirty minutes in duration.

ii. Within 5 school days of the scheduled observation, 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 the performance.

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

iv. 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.

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

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

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

- C. Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by another name (herein called “walkthroughs”) are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, not to exceed five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system. However, educators will expect to get feedback verbally within two (2) days regarding any issues or concerns observed. A walkthrough can be announced or unannounced. There are no limits on the number of walkthroughs that can be conducted, provided that all educators in a school shall have a similar number of such visits.

12. Evaluation Cycle: Formative Assessment

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

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

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

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

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

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

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

H. The Educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

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

A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 of year one of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

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

C. Four weeks prior to a mutually agreed upon date of the Formative Evaluation report, Educators shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

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

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

F. The Educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report. The Educator's reply shall be attached to the report.

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

14. Evaluation Cycle: Summative Evaluation

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

B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's

professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C. The evaluator shall determine the summative rating that the Educator receives. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's summative rating.

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

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

F. The Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

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

H. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face to face or to the Educator's School mailbox no later than May 15th.

I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 15th.

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

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

L. The Educator shall sign the final Summative Evaluation report by June 15th or prior to the last day of school, whichever comes first. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

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

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

15. Educator Plans – General

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

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

- At least one goal related to improvement of practice tied to one or more Performance Standards;
- At least one goal for the improvement the learning, growth and achievement of the students under the Educator’s responsibility;
- An outline of actions the Educator must take to attain the goals that include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

16. Educator Plans: Developing Educator Plan

The Developing Educator Plan is for all Educators without PTS. The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

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

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

18. Educator Plans: Directed Growth Plan

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

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

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

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

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

19. Educator Plans: Improvement Plan

An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan. In those cases where an educator is rated unsatisfactory near the close of a school year, the educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

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

Support Team

A teacher placed on an Improvement Plan as a result of an unsatisfactory overall rating may formally ask his/her Principal, in writing, on the form attached to this Agreement, for the intervention of a Support Team. The Principal, upon receipt of the teacher's written request, will then establish a Support Team, subject to the terms and conditions hereinafter provided:

(1) Agreement, Consent, and Cooperation of the Teacher with an Unsatisfactory Overall Rating

The ability of the Support Team to fulfill its role will depend on many factors. Obviously, one essential factor is the agreement, consent and cooperation of the teacher with an Unsatisfactory overall rating. The designation of the Support Team as hereinafter provided, and its continued functioning, is predicated on such agreement, consent and cooperation. The teacher with an Unsatisfactory overall rating may at any time, by notice in writing to the Principal, terminate the continued functioning of the Support Team.

(2) Support Team Members

The Support Team shall consist of the teacher's Principal and three colleagues of the teacher selected by the Association and the teacher with approval of the principal. The colleagues should be teachers in the same school as of the teacher with an Unsatisfactory overall rating, if possible, but in any event

must be teachers in the Boxford School system.

(3) Submission of Information

The teacher requesting Support Team intervention shall provide the Support Team, or authorize his/her principal to provide the Support Team, with copies of the relevant documentation placing the teacher on an Improvement Plan as a result of an Unsatisfactory overall rating, and such other information which the Support Team deems relevant.

(4) Role of Support Team

a. The Support Team shall review the performance issues and suggest alternatives to address the performance problems, i.e., enlist outside support on the teacher's behalf; participation in professional development activities; course work; third party evaluation; release time opportunities to visit other classrooms; increase in tuition reimbursement opportunities; peer coaching; working with a mentor teacher; other growth activities, etc. The aforementioned are set forth as possibilities, not mandates, and are not exhaustive.

b. The Support Team may expend up to a total of \$1,000 (per teacher at risk) in implementing its suggestions to address the performance problems. Any expenditure in excess of \$1,000 (total) shall require the advance written approval of the Superintendent.

c. The Support Team shall review and suggest appropriate time lines regarding the measuring of improvement in the teacher's performance.

d. The Support Team shall work with the teacher; shall monitor the progress of the teacher; shall make recommendations with regard to the performance problems and their solutions; and, at the conclusion of an appropriate time period submit their findings to the teacher with regard to the alleviation of the teacher's performance problems.

e. The Support Team or members thereof may conduct observations of the teacher and report back the results thereof to the teacher. In the event the Support Team or members thereof conduct observations, the evaluator shall also be present for at least half of such observations. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

The Improvement Plan process shall include:

- Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- The Educator may request that a representative of the Association attend the meeting(s).

- If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
- Describe the activities and work products the Educator must complete as a means of improving performance;
- Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Educator;
- Articulate the measurable outcomes that will be accepted as evidence of improvement;
- Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
- Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
- Include the signatures of the Educator and Evaluator.

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

Decision on the Educator's status at the conclusion of the Improvement Plan:

All determinations below must be made no later than May 15th. One of three decisions must be made at the conclusion of the Improvement Plan:

- If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- 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 shall recommend to the superintendent that the Educator be dismissed. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines For Non PTS educators or PTS on improvement or directed growth plans

Activity:	Completed On or Before:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes (signs off on) Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	January 10
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 10
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 28
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	April 15
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	May 15
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 10

Timeline for Educators with PTS on Two Year Plans

Activity:	Completed On or Before:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator completes unannounced observation, See Section 11 A. IV and V	Any time during the 2-year evaluation cycle
Educator submits Evidence to Evaluator	May 1 of Year 1
Evaluator completes Formative Evaluation Report	May 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Educator submits evidence to Evaluator	April 15 of Year 2
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report and adds comments if any	June 15 of Year 2

Educators on Plans of Less than One Year

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

21. Advancement to PTS Status

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

In terms of determining who will be on-cycle during the first year of implementation, the following matrix will be used in order that approximately 50% of the staff is on cycle:

- A. Non PTS
- B. Faculty that were not on the most recent evaluation cycle (evaluation system for 2012-2013)
- C. PTS Volunteers, if necessary
- D. By Job-alikes

26. General Provisions

- A) Only administrators who are appropriately licensed and designated by the superintendent shall have responsibility for observation and evaluation.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The Superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by

DESE (35.03), and the evaluation Standards and Procedures established in this Agreement for the Boxford Public Schools.

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

E) The parties agree to establish a joint labor-management evaluation team which shall review the pilot evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.

F) Violations of this article are subject to the grievance and arbitration procedures. The parties understand that there may be different levels of violation of the evaluation procedures. Both parties reserve the right to argue the appropriate remedy for said violations before the arbitrator.



Massachusetts Model System for Educator Evaluation

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

Appendix C. Teacher Rubric

January 2012

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Guide to Teacher 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 Teacher Rubric.

Structure of the Teacher Rubric

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

Use of the Teacher Rubric

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

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

Teacher Rubric At-A-Glance

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

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

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

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

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Note: At the *Exemplary* level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

Note: At the *Exemplary* level, an educator’s level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by “Is able to model.”



Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

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

Note: At the *Exemplary* level, an educator’s level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by “Is able to model.”

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Note: At the Exemplary level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Note: At the Exemplary level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Note: At the Exemplary level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

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

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

Note: At the Exemplary level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Note: At the Exemplary level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator's own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.				
IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students but not with colleagues and/or rarely uses insights to improve practice.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; and uses and shares with colleagues, insights gained to improve practice and student learning. Is able to model this element.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student learning data.	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student learning data. Is able to model this element.

Note: At the Exemplary level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

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

Note: At the Exemplary level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.				
Needs Improvement	Proficient			Exemplary
IV-E-1. Shared Responsibility	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.	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.	Within and beyond the classroom, consistently reinforces school-wide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.	Individually and with colleagues develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

Note: At the Exemplary level, an educator's level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by "Is able to model."

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

Note: At the Exemplary level, an educator’s level of expertise is such that he or she is able to model this element through training, teaching, coaching, assisting, and/or demonstrating. In this rubric, this level of expertise is denoted by “Is able to model.”

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Educator Plan: Self-Directed Growth Plan Directed Growth Plan

Developing Educator Plan Improvement Plan

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

Evaluation Step	Date(s)	Educator Initials	Evaluator(s) Initials
Self-Assessment received by evaluator			
Educator Plan development completed			
<input type="checkbox"/> Formative Assessment conference, if any ¹ <input type="checkbox"/> Formative Evaluation conference, if any ²			
<input type="checkbox"/> Formative Assessment Report completed <input type="checkbox"/> Formative Evaluation Report completed ³			
Educator response, if any, received by evaluator ⁴			
Summative Evaluation conference, if any			
Summative Evaluation Report completed			
Educator response, if any, received by evaluator			

¹ As per the Massachusetts Model System for Educator Evaluation Contract Language, evaluation conferences are required for ratings of Needs Improvement and Unsatisfactory, but conferences may be requested by either the educator or evaluator for any Educator Plan. The conference may occur before or after the Report is completed; the sequence in the above table does not denote required chronological order.

² Formative Evaluation only occurs at the end of the first year of a **two-year Self-Directed Growth Plan**.

³ The educator's formative evaluation rating at the end of the first year of the two-year cycle shall be the same as the previous summative rating unless evidence demonstrates a significant change in performance. In such a case, the rating on the formative evaluation may change. Assigning ratings is optional during Formative Assessment.

⁴ An educator may provide written comments to the evaluator at any time using the Educator Response Form, but 603 CMR 35.06 ensures that educators have an opportunity to respond to the Formative Assessment, Formative Evaluation, and Summative Evaluation in writing.

Self-Assessment Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s):

<p style="text-align: center;">Part 1: Analysis of Student Learning, Growth, and Achievement</p> <p><i>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.</i></p> <p style="text-align: center;">603 CMR 35.06 (2)(a)1</p>

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Educator—Name/Title: _____

Part 2: Assessment of Practice Against Performance Standards

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

603 CMR 35.06 (2)(a)2

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Educator _____ Date _____

Signature of Evaluator* _____ Date _____

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

Goal Setting Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Check all that apply⁵: Proposed Goals Final Goals Date: _____

A minimum of one student learning goal and one professional practice goal are required. Team goals must be considered per 603 CMR 35.06(3) (b). Attach pages as needed for additional goals or revisions made to proposed goals during the development of the Educator Plan.

Student Learning S.M.A.R.T. Goal Check whether goal is individual or team; write team name if applicable.	Professional Practice S.M.A.R.T. Goal Check whether goal is individual or team; write team name if applicable.
<input type="checkbox"/> Individual <input type="checkbox"/> Team:	<input type="checkbox"/> Individual <input type="checkbox"/> Team:

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

⁵ If proposed goals change during Plan Development, edits may be recorded directly on original sheet or revised goal may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.

Educator Plan Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

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

Start Date: _____ End Date: _____

Goal Setting Form with final goals is attached to the Educator Plan.
Some activities may apply to the pursuit of multiple goals or types of goals (student learning or professional practice). Attach additional pages as necessary.

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

*Additional detail may be attached if needed.

Educator—Name/Title: _____

Professional Practice Goal(s): Planned Activities <i>Describe actions the educator will take to attain the professional practice goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District ⁶	Timeline or Frequency

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

Signature of Evaluator _____ Date: _____

Signature of Educator* _____ Date: _____

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

⁶ Must identify means for educator to receive feedback for improvement per [603 CMR 35.06\(3\)\(d\)](#).

Formative Evaluation Report Form

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

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Assessing⁷:

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

⁷ 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.

Formative Evaluation Report Form



Educator—Name/Title: _____

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

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

Educator—Name/Title: _____

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

Overall Performance Rating			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
Rationale, evidence, and feedback for improvement:			
Plan Moving Forward			
<input type="checkbox"/> Self-Directed Growth Plan	<input type="checkbox"/> Directed Growth Plan	<input type="checkbox"/> Improvement Plan	<input type="checkbox"/> Developing Educator Plan

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 _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

* 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 Response Form.

Summative Evaluation Report Form



Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

Progress Toward Student Learning Goal(s)
Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)
Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

Summative Evaluation Report Form



Educator—Name/Title: _____

Overall Performance Rating			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
Rationale, evidence, and feedback for improvement:			
Plan Moving Forward			
<input type="checkbox"/> Self-Directed Growth Plan	<input type="checkbox"/> Directed Growth Plan	<input type="checkbox"/> Improvement Plan	<input type="checkbox"/> Developing Educator Plan

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 _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

* 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 Response Form.

Evaluator Record of Evidence Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Academic Year: _____ Educator Plan and Duration: _____

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

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

Evaluator Record of Evidence Form

Educator: _____

Evaluator: _____

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)
EX: 11/8/11	EX: unit plans, benchmark data	EX: I-B	EX: unit plans were appropriately modified after analysis of benchmark data to better reflect student performance at mid-point of semester	EX: recognized strong adjustment to practice, suggested teacher collaborate with team on backward curriculum mapping

*Note if classroom observations are announced or unannounced.

Educator Response Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Response to: (check all that apply)

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

Educator Response
Attach additional pages as needed.

Signature of Educator _____ Date: _____

Signature of Evaluator _____ Date _____

Attachment(s) included

Educator Collection of Evidence Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Evidence pertains to (check all that apply)⁸:

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

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

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included

⁸ Per [603 CMR 35.07\(1\)\(c\)1](#), "Evidence compiled and presented by the educator includ[es]: 1. Evidence of fulfillment of professional responsibilities and growth, such as: self-assessments; peer collaboration; professional development linked to goals and or educator plans; contributions to the school community and professional culture; 2. Evidence of active outreach to and ongoing engagement with families." However, educator collection of evidence is not **limited** to these areas.

Feedback Form – Classroom Observation

Teacher

Evaluator

Grade level/subject

Date

Time in

Time out

What is the teaching doing/saying?

What are students doing/saying?

Purpose, Rigor, and Engagement

I have the following questions or comments about what I observed...

Grow—

Grow—

Teacher reflection (not required):

Feedback Form – Classroom Observation

Teacher

Evaluator

Grade level/subject

Date

Time in

Time out

Focus area(s)

What do I notice about the teacher's participation in the meeting/conference?

Other

I have the following questions or comments about what I observed...

Grow—

Grow—

Teacher reflection (not required):

