

AGREEMENT
BETWEEN
MILTON SCHOOL COMMITTEE
AND
MILTON EDUCATORS ASSOCIATION
UNIT B

September 1, 2016

to and including

August 31, 2019

TABLE OF CONTENTS

		Page
ARTICLE I	RECOGNITION	2
ARTICLE II	COMMITTEE RIGHTS CLAUSE	2
ARTICLE III	DUES DEDUCTION/AGENCY FEE	2
ARTICLE IV	NO STRIKE CLAUSE	3
ARTICLE V	SAVINGS CLAUSE	3
ARTICLE VI	GRIEVANCE PROCEDURE	4
ARTICLE VII	ARBITRATION	4
ARTICLE VIII	SICK LEAVE	5
ARTICLE IX	SICK BANK	6
ARTICLE X	WORK YEAR	6
ARTICLE XI	WORK DAY	7
ARTICLE XII	ADMINISTRATOR EVALUATION	8
ARTICLE XII	NO DISCRIMINATION	9
ARTICLE XIV	CONSULTATIONS	9
ARTICLE XV	TEMPORARY LEAVES OF ABSENCE	9
ARTICLE XVI	EXTENDED LEAVES OF ABSENCE	10
ARTICLE XVII	SABBATICAL LEAVE	12
ARTICLE XVIII	PROFESSIONAL IMPROVEMENT	13
ARTICLE XIX	PROTECTION	14
ARTICLE XX	PERSONAL INJURY BENEFITS	14
ARTICLE XXI	SALARIES	14
ARTICLE XXII	FRINGE BENEFITS	18
ARTICLE XXIII	REDUCTION IN FORCE CLAUSE	18
ARTICLE XXIV	GENERAL	22
ARTICLE XXV	TERM OF AGREEMENT	23
APPENDIX A	ADMINISTRATOR YEAR-END SUMMARY EVALUATION FORM & STANDARDS	24

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN MILTON SCHOOL COMMITTEE (hereinafter referred to as the Committee) and the MILTON EDUCATORS ASSOCIATION (hereinafter referred to as the Association).

ARTICLE I RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognized the Association as the exclusive bargaining agent and representative of the following professional employees (as such employees are defined in Section 178G of the General Laws of Massachusetts) of the Committee:

Unit B: Vice Principal of High School, Director, Coordinator, Middle School Assistant Principal, Middle School Assistant Principal/Curriculum Coordinator, Assistant Special Education Administrator, Technology Director and Department Head.

Unless otherwise indicated, the employees in Unit B above will be hereinafter referred to as the Administrators.

ARTICLE II COMMITTEE RIGHTS CLAUSE

This Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this agreement shall derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules or regulations of agencies of the Commonwealth. The Committee retains those rights, powers and duties it now has, may be granted or have conferred upon it by law unless made pursuant to those matters reserved to it by this Article shall not be made the subject of the provisions of the grievance procedure nor the provisions of this Agreement pertaining to arbitration.

ARTICLE III DUES DEDUCTION

A. The Committee agrees to deduct from the salaries of its employees covered by this Agreement dues for the Milton Educators Association, Massachusetts Teachers' Association, or the National Education Association, or any one of such associations as said employees individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Milton Educators Association. Authorizations will be in writing in the form set forth below:

"DUES AUTHORIZATION CARD"

Name:

Address:

I hereby request and authorize the Milton School Committee to deduct from my earnings and transmit to the Treasurer of the Milton Educators Association the amount indicated in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability therefore.

B. Deductions referred to in Section A will be made in equal installments on alternating pay days during the school year. The Committee will not be required to honor any deductions or authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

C. No later than September 30 of each year, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues. The Association will notify the Committee monthly of any changes in said list. Any employee covered by this Agreement, desiring to have the Committee discontinue deductions he has previously authorized must notify the Association concerned in writing by September 15 of each year for that school year's dues.

D. The Committee agrees to comply with M.G.L. c. 71 s 37B regarding the time lines for transmittal of annuity deductions.

**ARTICLE IV
NO STRIKE CLAUSE**

No administrator covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services.

**ARTICLE V
SAVINGS CLAUSE**

Any practice or precedent which has not been modified, altered or amended by the provisions of this Agreement shall remain in effect for the term of this Agreement.

ARTICLE VI GRIEVANCE PROCEDURE

A. Definition: For the purposes of this Agreement, a grievance will be defined as a dispute between an administrator covered by this Agreement or the Association and the Committee over the interpretation or application of an expressed written provision of this Agreement or an alleged inequitable or discriminatory treatment of a member of the bargaining unit.

B. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days included at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

1. Level One - An administrator covered by this Agreement who has a grievance shall discuss it with the Superintendent either personally or through the appropriate representative within fifteen (15) regular working days from the date on which the incident giving rise to the grievance has occurred or when the administrator has knowledge of such incident.

2. Level Two - If the grievant is not satisfied with the decision of the Superintendent, or his designee, or if no decision has been reached within ten (10) regular working days after the conference, an appeal may be made to the Committee by the grievant. Such appeal shall be in writing, setting forth the details of the grievance, and the applicable provisions of this Agreement. The Committee shall confer with the grievant and/or the appropriate representative of the Association if any, at an executive session at the regularly scheduled meeting next following receipt of the written appeal.

3. Level Three - If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly scheduled meeting of the Committee next following the conference, the Association may, within fifteen (15) school days thereafter, submit the grievance to arbitration as provided in this Agreement.

ARTICLE VII ARBITRATION

The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not mutually select an arbitrator within ten (10) school days from the date of submission of the grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitration Association. The parties shall determine by lot which party is to strike the first name and the name remaining after each has eliminated two (2) shall be the arbitrator.

The arbitrator shall be bound by the written submission of both parties of the grievance. His decision shall not extend beyond said submission nor alter, amend or modify the provisions of this Agreement. Nor shall the arbitrator render a decision which shall impinge upon any of the reserved rights and duties of the Committee.

Further, the arbitrator shall render his decision within thirty (30) calendar days from the date of the completion of the hearings, which decision shall be final and binding on both parties to this Agreement.

Both parties shall share equally the expenses of such arbitration.

ARTICLE VIII SICK LEAVE

A. (1) Those members of the bargaining unit covered by this agreement who work one hundred and eighty-nine (189) days shall receive fifteen (15) days sick leave per school year with unlimited accumulation.

(2) Those members of the bargaining unit covered by this agreement who work two hundred and two (202) days shall receive sixteen (16) days sick leave per school year with unlimited accumulations.

(3) Those members of the bargaining unit covered by this agreement who work two hundred and ten (210) days shall receive seventeen (17) days sick leave per school year with unlimited accumulations.

(4) Those members of the bargaining unit covered by this agreement who work two hundred and nineteen (219) days per year shall receive eighteen (18) days sick leave per school year with unlimited accumulations.

(5) By October 31st of each year, employees covered by this Agreement will receive written notification of their accumulated sick leave from the previous year and their status with the Sick Leave Bank as of September 15th.

B. Administrators who retire, resign, or die after ten (10) consecutive years of employment in the Milton Public Schools shall be compensated for unused, accumulated sick leave. Such payments shall be made at thirty (30) percent of the unused, accumulated sick leave based upon the per diem rate of teacher substitutes' pay in effect at the time of death, retirement or resignation.

In the event of death, payment shall be made to the estate of the administrator.

The Superintendent shall be notified in writing of an administrator's plan to retire or resign no later than October 1 of the year preceding the retirement or resignation.

**ARTICLE IX
SICK BANK**

Members of Unit B will be permitted to join the Sick Bank as established in the Unit A contract.

**ARTICLE X
WORK YEAR**

A. Administrators will work a ten (10) month year from the Monday preceding Labor Day to June 30 and be granted all school vacations unless specifically requested by the Superintendent to perform certain normal administrative duties.

Employees covered by this section may be required to work up to eighteen (18) additional days for which reasonable notice will be provided by the Superintendent or his/her designee. Any employee required to work any of said 18 days will be compensated at his/her per diem rate.

B. Employees covered by this Agreement shall work the days when teachers are required to work and at least three (3) days of each employee's work year must be worked the week before school begins in September; specifically, the Tuesday, Wednesday and Thursday of the week before school begins. Further, each employee will provide to the Assistant Superintendent of Personnel and Curriculum his/her proposed schedule for the remaining work days by September 15th of each year. The proposed schedule may be amended at any time provided the employee submits advance written notification to the Assistant Superintendent of Personnel and Curriculum.

C. The work year for administrators covered by this Agreement shall be:

1. 210 days
 - a. High School Vice Principal (1)
 - b. Middle School Assistant Principal (1)
 - c. Athletic Director
 - d. K-12 Mathematics Director
 - e. Director of Guidance
2. 200 days
 - a. High School Vice Principal
 - b. Director of World Languages
 - c. Middle School Assistant Principal and Curriculum Coordinator
 - d. Technology Director
3. 194 days
 - a. Director of Humanities
 - b. Director of Science
 - c. Curriculum Coordinators

- d. Nurse Director
 - e. Director of Fine Arts (Music, Art and F & C Studies)
 - f. Physical Education / Health Coordinator
4. 189 days
- a. Department Heads
 - b. Assistant Special Education Administrator

D. Administrators who work a one hundred and eighty-nine day work year may be required to work up to eighteen additional days. If the principal or above requests that an administrator work beyond the one hundred and eighty-nine days, the administrator shall be paid his/her per diem rate (annual salary divided by 189). This payment shall be made within thirty (30) days of the additional day(s).

E. Any administrator, regardless of the length of his/her work year, may request in writing, authorization from the Superintendent to work additional days. Authorized days are those days that receive the written advance approval of the Superintendent or her designee. These additional days shall be compensated at the true per-diem rate (annual salary divided by scheduled number of days in the work year). This payment shall be made within thirty (30) days of the additional day(s).

ARTICLE XI WORKDAY

The workday for the Administrators will be regulated by the individual so that his/her professional obligations may be fulfilled, subject to approval of the Superintendent of Schools.

Teaching Load

A. The following positions shall not be required to assume any teaching responsibilities, but may request to do so:

- Middle School Assistant Principal
- High School Vice Principal
- Middle School Assistant Principal & Curriculum Coordinator
- K-12 Mathematics Director

B. The following position may be assigned not more than three (3) classes to teach:

- Director of Fine Arts (Music, Art and Family and Consumer Studies)

C. The following positions may be assigned not more than two (2) classes to teach:

- Department Head

- PE / Health Coordinator

D. 1. The following positions may be assigned not more than one (1) class to teach:

- Director of Humanities
- Director of Science
- Director of World Languages
- Curriculum Coordinators
- Assistant Special Education Administrator

2. The Administrators listed in (1) above who are assigned to teach will be given preference to the level and courses they will teach and the principal will give due consideration to this preference and will accommodate it provided it does not conflict with the best interests of students as a determined by the principal. In any year in which an Administrator is required to teach, that Administrator's work year shall be increased by five (5) days which shall be compensated at his/her per diem rate.

ARTICLE XII ADMINISTRATOR EVALUATION

A. The Committee will continue to monitor or observe the work performance of Administrators with full knowledge of the Administrator. Administrators will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.

B. 1) Administrators will have the right, upon reasonable request, to review the contents of their personnel file. An Administrator will be entitled to have an appropriate representative of the Association accompany him/her during such review.

(2) No material derogatory to an Administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review the material. The Administrator will acknowledge that he/she has had the opportunity to review the material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

C. Any complaints regarding an Administrator made to any member of the Administration by any parent, student, or other person, which is worthy to be placed in the Administrator's personnel file will be promptly called to the attention of the Administrator.

D. No Administrator will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

E. If an Administrator is to be disciplined or reprimanded formally by a member of the Administration above the level of the Principal, he/she will be entitled to have a representative of the Association present.

F. The Committee shall evaluate the Administrators in accordance with the Regulations on Evaluation of Teachers and Administrators (603 CMR 35.00) and the Performance Standards attached hereto as Appendix A.

ARTICLE XIII NO DISCRIMINATION

There shall be no discrimination against any administrator covered by this Agreement because of race, creed, color, religion, national origin, gender, sexual orientation, gender identity or marital status.

ARTICLE XIV CONSULTATIONS

There shall be periodic consultation between administrators and the Superintendent at times mutually agreed upon.

Additionally, there shall be consultation between members of this bargaining unit, by its appropriate representatives and the School Committee on matters of mutual concern, no more than four (4) times during the school year.

ARTICLE XV TEMPORARY LEAVES OF ABSENCE

A. There shall be allowed a maximum of five (5) days personal emergency leave with full pay during each school year for administrators according to the following provisions: Two (2) day's leave will be granted without any reason being required. Such leave shall not be taken for a regularly-scheduled work day immediately preceding or subsequent to normal school recess or school holiday. The remaining three (3) of these days will require that a reason be given subject to the approval of the Superintendent or the Superintendent's designee and according to the following reasons:

1. Religious Holidays
2. Mandatory court requirements
3. Legal business that cannot be transacted at any other time
4. Professional -
 - a. Degree - graduation - self

- b. Graduation of wife/husband, son and/or daughter
- c. Recipient of outstanding academic achievement or awards
- 5. Illness or hospitalization of member of immediate family, inclusive of wife/husband, son and/or daughter, sister or brother, parents or grandparents.
- 6. Death - family (not immediate), friend
- 7. Any other reason approved by the Superintendent or Superintendent's designee.

For permission to be granted personal leave must be sought and obtained in writing from the Superintendent of Schools or the Superintendent's designee prior to the date on which leave is requested. In the event that an administrator is to take one (1) day leave, above, then said administrator must submit in writing notice that such leave is to be taken twenty-four (24) hours prior to the leave day.

Under certain emergency situations a verbal request and/or notice may take the place of an advance request and/or notice, subject to the approval of the Superintendent of Schools or the Superintendent's designee.

Up to two (2) days of unused personal emergency leave annually shall be converted to sick days.

B. Administrators shall have five (5) days exclusive of weekends and/or holidays, with pay, during each school year, each time there is a death in the immediate family which may include the following members: spouse, father, mother, sister, brother, son, daughter, and grandchildren. Three (3) days absence, with pay, during each school year, each time there is a death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. Two additional days may be granted upon request.

C. The Association's President or designee shall be granted a total of ten (10) days' leave with pay to attend hearings at the Commonwealth's Labor Relations Commission and/or at arbitration hearings, held pursuant to Article VI, supra; provided, however, such hearings are held during the normal work hours of employees covered by this Agreement. These days shall not accumulate from year to year.

D. The Association's President or designee shall also be granted up to ten (10) days leave with pay to attend to Association business. The Association will be responsible for the cost of a substitute.

ARTICLE XVI EXTENDED LEAVES OF ABSENCE

A. The Committee agrees that one (1) administrator per year of this Agreement designated by the Association will, upon reasonable request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (state or national) activities.

It is agreed between the parties to this Agreement that if an administrator who takes a leave of absence pursuant to this Section does not return at the end of two (2) years, said administrator will be presumed to have resigned from the Milton Public School System.

B. A leave of absence without pay of up to two (2) years will be granted to one (1) administrator per school year who joins the Peace Corps or serves as an administrator in an exchange program approved by the Superintendent; and provided further said administrator is a full-time participant in either of the afore described programs.

It is agreed between the parties to this Agreement that if an administrator who takes a leave of absence pursuant to this Section does not return at the end of two (2) years, said administrator will be presumed to have resigned from the Milton Public School System.

C. Maternity leave up to two (2) years without pay will be granted. During pregnancy, continued employment will depend solely on the physical condition of the administrator insofar as it relates to her capacity to fulfill the obligations of her position. Appropriate medical evidence of illness will be required prior to returning from such leave. While on maternity leave, an administrator may continue participation in the group health plan, provided she pays 100% of the premium.

D. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the administrator's immediate family.

E. The Committee will grant a leave of absence not to exceed six (6) years, without pay or increment to any administrator to serve in an elective state or federal office.

F. The Committee may allow up to a two (2) year leave of absence without pay or increment for an administrator. Said action by the Committee will be without precedent for future requests for such leaves.

G. All requests for extensions or renewals of leaves will be applied for in writing; and, if granted, will be done so in writing.

H. Additional Leaves including, but not limited to, career transition leaves, may be granted at the discretion of the Committee. Said action by the Committee will be without precedent for future requests for said leave.

I. In the event of a leave pursuant to this Article being granted to an administrator during the school year, said administrator will be granted and take the leave for the remaining portion of the school year; and shall notify the Superintendent in writing no later than March 15 if leave began prior to January 1, but not later than June 1 otherwise, of his/her intention to return at the commencement of the next school year unless said requirement is specifically and in writing waived by the Superintendent. This Section shall not apply to any leave of absence granted pursuant to the Family and Medical Leave Act as set forth in section (J) below.

J. The Committee shall grant leaves in accordance with the Family and Medical Leave Act. Issues pertaining to this act, insofar as they are mandatory subjects of bargaining under Massachusetts General Laws, will be impact bargained.

ARTICLE XVII SABBATICAL LEAVE

A. Upon recommendation by the Superintendent, sabbatical leave may be granted for the study or travel and study to an administrator by the Committee, subject to the following conditions:

1. No more than one (1) administrators will be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Superintendent in writing on such forms as may be required by the said Superintendent no later than December 15, and action must be taken on all such requests no later than May 15 of the school year preceding the school year for which the sabbatical leave is requested.
3. The administrator has completed at least five (5) consecutive full school years on the teaching staff of the Milton Public School System.
4. Administrators on sabbatical leave will be paid at fifty (50) percent of their regular salary rate for a full year's leave, and 100% of their regular salary rate for one-half (1/2) years leave, provided that such pay, when added to any program grant, will not exceed the regular salary rate.
5. An administrator granted sabbatical leave shall make a detailed report of the experiences gained while on said leave.
6. An administrator applying for sabbatical leave may be requested to appear before the Committee and explain the purpose of his/her request.
7. The administrator granted a leave pursuant to this Section shall agree to return to employment in the Milton Public Schools for a time equivalent to twice the amount of sabbatical leave taken.

B. The Committee may grant leaves of absence with pay or without pay for reasons in addition to those agreed upon by the Committee and the Association for administrators, to members of this bargaining unit, upon recommendation of the Superintendent of Schools.

ARTICLE XVIII
PROFESSIONAL IMPROVEMENT

A. The Committee may make payment to administrators of an amount to be agreed upon for tuition costs at accredited colleges, upon recommendation of the Superintendent of Schools.

An administrator who anticipates taking a course will make a written application. The administrator shall describe the course and give his/ her reason(s). A written response from the Superintendent will be given to the employee prior to the start of the course. If payment is not granted, a written reason will be given to the administrator.

B. Professional Development Opportunities:

1. Professional Development: Employees covered by this Agreement will be required to work an additional twenty (20) hours of professional development each school year. These days will be scheduled on the school calendar no later than September 15th of each school year. When professional development is scheduled after school, it shall begin at the end of the student day.

2. With prior approval of the Superintendent, or designee, employees may fulfill this professional development obligation in an alternative manner.

C. Additional Professional Development Opportunities:

If funding is available, the Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend workshops, seminars, conferences, or other professional improvement sessions with the advance approval of the Superintendent.

D. Each administrator may be granted upon reasonable request at least one day's leave of absence with full pay to explore and investigate educational programs.

E. 1. There shall be three (3) full days of professional development each school year.

2. In addition, each administrator will be responsible for ten (10) hours of professional development each year (July 1st through June 30th). The School Department will publish annually a list of professional development offerings. An administrator may satisfy the ten (10) hours of professional development off-site and in small increments with the prior approval of Superintendent of Schools or the Assistant Superintendent for Personnel and Curriculum. Any course that benefits students or improves curriculum and instruction will be approved. Courses taken for lane changes will not be credited toward the ten (10) hours of professional development. The ten hours may not be completed during the regular work day and failure to complete the ten (10) hours by June 30th of each year will result in a deduction of the equivalent of a day's pay.

3. With prior approval of the Superintendent or Assistant Superintendent for Personnel and Curriculum, administrators may fulfill this professional development obligation in an alternative manner

**ARTICLE XIX
PROTECTION**

A. Administrators will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent in writing.

B. This report will be forwarded to the Committee which will comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the administrator, the police, and the courts.

**ARTICLE XX
PERSONAL INJURY BENEFITS**

Whenever an administrator is absent from school as a result of personal injury caused by an accident occurring in the course of his/her employment, he/she will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury. For the first thirty (30) work days, no part of such absence will be charged to his/her accumulated sick leave. Thereafter, the administrator may elect to use accumulated sick time or the sick leave bank (if eligible) to make up the difference between any workers' compensation and his/her full salary.

For injuries resulting from assault or which are construction related, an administrator will be paid his/her full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury and no part of such absence will be charged to his/her accumulated sick leave.

**ARTICLE XXI
SALARIES**

A. The Superintendent shall determine the initial placement of Administrators on the salary schedule.

B. An Administrator will advance to Step 10 at the beginning of his/her tenth year of service in Unit B and shall advance to step 15 at the beginning of his/her fifteenth year of service in Unit B or at the beginning of his/her thirtieth year of service in the district. An administrator will advance to step 20 at the beginning of the fifth year after advancing to step 15.

C. The schedules set forth the below are based on a 189 day work year

2% FY 17			
<u>Step</u>	<u>M/B30</u>	<u>M30/B60</u>	<u>M45/B75</u>
1	83,588	90,554	95,198
2	86,685	93,649	98,294
3	89,882	97,057	101,840
4	93,595	101,022	105,972
5	94,335	101,760	106,712
6	95,072	102,499	107,451
8	97,458	104,922	109,897
10	98,252	105,753	110,752
15	101,180	108,829	113,928
20	102,396	110,045	115,144

2% FY 18			
<u>Step</u>	<u>M/B30</u>	<u>M30/B60</u>	<u>M45/B75</u>
1	85,260	92,365	97,102
2	88,418	95,522	100,260
3	91,680	98,998	103,877
4	95,467	103,042	108,091
5	96,221	103,796	108,847
6	96,974	104,549	109,600
8	99,407	107,021	112,095
10	100,217	107,868	112,967
15	103,204	111,005	116,206
20	104,444	112,246	117,447

2% FY 19			
<u>Step</u>	<u>M/B30</u>	<u>M30/B60</u>	<u>M45/B75</u>
1	86,965	94,212	99,044
2	90,187	97,433	102,265
3	93,514	100,978	105,954
4	97,376	105,103	110,253
5	98,146	105,871	111,024
6	98,913	106,640	111,792
8	101,395	109,161	114,337
10	102,221	110,025	115,226
15	105,268	113,226	118,531
20	106,533	114,491	119,796

D. Unit members who are assigned to longer work year (e.g., 210 days, 219 days) shall be paid proportionally higher.

E. Administrators with a Master's Degree in the Field shall receive a stipend of \$500.00 per year provided approval is granted by the Professional Improvement Committee. Masters-in-the-field shall recognize Masters in supervision and evaluation, curriculum and instruction, or administration as well as those degrees granted in the individual's curriculum areas.

F. One unit B member shall be appointed each year by the bargaining unit to serve on the Professional Improvement Committee. (PIC).

G. An employee covered by this Agreement shall receive a stipend of \$1,500.00 if he/she has earned a C.A.G.S. in his/her field or shall receive a stipend of \$2,800.00 if he/she has earned a doctorate in his/her field.

1. "In his/her field" shall be defined as courses taken in the evaluation and/or, improvement of instruction; curriculum; administration; and/or, supervision.

2. Only subject matter courses taken after a unit member has become an administrator and/or other courses taken that are related to the individual's duties as an administrator shall be considered taken in his/her field, provided the Superintendent has given his/her approval for courses not yet taken, and courses already taken shall be subject to the approval of the Superintendent before the granting of an additional stipend.

H. In addition, each Administrator shall receive commencing in their fifth (5th) year through their ninth (9th) year five hundred (\$500.00) dollars. Commencing in their tenth (10th) year through their fourteenth (14th) year, seven hundred and fifty (\$750.00) dollars and commencing in their fifteenth (15th) year through their nineteenth (19th) year one thousand (\$1,000.00) dollars. Commencing in their twentieth (20th) year through their and each year thereafter one-thousand two hundred and fifty (\$1, 250.00). Commencing in their twenty-fifth (25th) year, members of the Bargaining Unit shall receive \$4,000.00.

I. Those members of the bargaining unit who become members of Unit B after September 1, 1999 shall be eligible for the Unit B longevity only based upon their consecutive years of service in the Milton Public Schools.

J. It is agreed that only those employees covered by this bargaining agreement who are employed prior to the September 1, 1996 shall be eligible to receive the longevity benefits provided in the Unit A collective bargaining agreement.

These benefits shall be in addition to those provided in Article XVI of the Unit B Agreement.

K. Employees covered by this Agreement with twenty (20) years of service in the Milton Public Schools may elect a longevity payment of \$4,000.00 per year for three (3) consecutive years.

The longevity payments specified in the previous paragraph will cease upon exercising the three year option set forth herein. Employees who wish to exercise this option must notify the Superintendent in writing by January 15 of the school year preceding the school year in which the longevity under this option is to be paid. At least two (2) employees will be approved each year under this option.

In the event that an annual budget does not accommodate all employees who have notified the Superintendent that they wish to take this option, employees will be selected by seniority which shall be defined as the employees total number of years in the Milton Public Schools in Unit A, Unit B or, if applicable, as a building principal. If any employees are denied this option due to budgetary reasons, they will be placed at the top of the list of employees choosing this option for the next school year regardless of their comparable seniority to those employees choosing the option for the first time in the next year.

L. All longevity benefits shall be paid in a lump sum in the first paycheck in December of each year.

M. An Administrator who obtains National Teacher Certification shall receive a stipend of seven hundred-fifty (\$750.00) dollars per year in accordance with the Professional Improvement Committee guidelines.

N. All positions and their stipends listed in Appendix B (Additional Remuneration) and Appendix C (Coaching Stipends) from the Unit A collective bargaining agreement are hereby incorporated by reference into this article.

**ARTICLE XXII
FRINGE BENEFITS**

- A. Administrators will not be required to be on duty on emergency "No School" days.
- B. All Administrators who use their automobiles on school business shall be compensated at the mileage rate determined by the Town.
- C. The Committee shall establish an interschool mail service to operate on a regular basis. No Administrator shall be required to pick up or deliver interschool mail.
- D. All administrators shall be reimbursed, with the prior approval of the Superintendent or his/her designee and subject to available funds, for expenses incurred in joining or maintaining membership in professional organizations which are related to their administrative responsibilities.
- E. Administrators shall pay twenty percent (20%) towards the cost of Town offered health maintenance organization coverage. Effective September 1, 2017, administrators shall pay twenty-two percent (22%) toward the cost of Town health insurance maintenance coverage. Effective September 1, 2018, administrators shall pay twenty-four percent (24%) toward the cost of Town health insurance maintenance coverage.

During the month of December in 2017, administrators shall be granted one "premium holiday." This means that administrators shall not contribute their percentage share of their health insurance premium for one pay period in the month. During the month of December in 2018, administrators shall be granted two "premium holidays." This means that administrators shall not contribute their percentage share toward their health insurance premium for two pay periods in the month.

- 1. Copayments shall be the following amounts:

Physician office visits	\$20
Three tiered retail prescriptions	\$10/\$25/\$45
Three tiered mail order prescriptions	\$20/\$50/\$90
Emergency room (waived if admitted)	\$100
Deductible	\$0
Specialist office visits	\$20
Hospital admission	\$0
Ambulatory / Outpatient Surgery	\$0
High Tech Imaging (MRI, CT, PET)	\$0

- 2. There shall be no plan design changes made for the period January 1, 2017 through and including December 31, 2019. With respect to the above-listed plan design features in

Section C, it is the express intent of the parties to create an enforceable, binding agreement for only the duration stated herein.

Accordingly, the Town of Milton may, at its sole discretion, invoke its rights under M.G.L. c. 32B Sections 21-23, as amended under Chapter 69 of the Acts of 2011, in order to implement changes to the plan design features that would take effect after December 31, 2019.

ARTICLE XXIII REDUCTION IN FORCE CLAUSE

I. Reduction In Force

The School Committee retains the right to reduce the number of administrators on its staff. Whenever such a reduction is necessary, it shall be achieved as far as possible through leaves of absences, resignations, early retirements, voluntary transfers and other attrition. An administrator who has served more than three (3) years shall not be laid off if there is an administrator in the same discipline who has not served three (3) years whose position the administrator who has served three (3) years is certified to fill.

In determining the order in which the administrators shall be laid off within the separate groups of administrators who have served more than three (3) years and administrators who have not served three (3) years, layoffs shall be conducted within disciplines based on an administrator's job performance and the best interest of the students.

Job performance and the best interests of the students are defined as the administrator's academic preparation and past summative overall evaluation ratings as compared to other administrators' academic preparation and past summative overall evaluation ratings in the discipline targeted to be reduced.

Summative overall evaluation ratings of Meets the Standards of the Milton Public Schools (for evaluations prior to 2013-2014), Proficient and Exemplary shall be considered equal. The number of summative evaluations compared will include all those evaluations written for administrators during the time equal to the most recently hired administrator with more than three (3) years of service in the targeted discipline.

Points will be awarded in each of these areas under the following definition.

A. Academic Preparation:

Academic preparation will be the educational level achieved as specified in the PIC guidelines; that is, Bachelor's (B) , Bachelor's + 15 (B+15), Master's (M) or Bachelor's + 30 (B+30), Master's + 30 (M+30) or Bachelor's + 60 (B+60), Master's + 45 (M+45) or Bachelor's + 75 (B+75).

Points will be awarded once based upon your current academic preparation level at the time of the layoff. Points will be awarded as follows:

B, B+15, or B+30 = 1 point

B+60, B+75, M, M+30, or M+45 = 2 points

B. Evaluation:

Points will be awarded for each applicable evaluation as follows:

Proficient / Exemplary = 2 points / evaluation

Needs Improvement = 1 point / evaluation

Unsatisfactory = 0 points / evaluation

The person with the least number of points within a given discipline will be the first to be laid off and, in like manner, the second to be laid off, etc. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior administrator in the discipline targeted laid off first.

II. Discipline

A. No administrator may "bump" to a position which would be considered a promotion - i.e. - more responsibility and/or higher salary rate. Therefore, discipline for assistant principals will be - junior high (middle school), high school.

B. Assistant or vice principals may only "bump" in their discipline.

C. Directors may only "bump" within their discipline.

D. If an administrative position is eliminated or an administrator is "bumped," said administrator will be offered a position in Unit A in compliance with *the law*. If said administrator chooses not to accept a position in Unit A, he/she will in any event retain full recall rights to Unit B.

E. After an administrator becomes a member of Unit A, the administrator is covered by the call back provisions of this article and the Unit A contract.

III. Layoff/Demotion/ Reassignment Procedures:

A. Administrators under consideration in the discipline categories must be employed in that category and certified in that discipline category.

B. Administrators laid off, demoted or reassigned shall be notified in writing no later than May 15 under normal conditions. Said notice will include the specific reason for the layoff, demotion or reassignment.

C. Administrators laid off, demoted or reassigned under this article will be recalled in the reverse order of their layoff, demotion or reassignment within their discipline during the period of three (3) years from the effective date of their layoff, demotion or reassignment if they so indicate in writing to the Superintendent.

D. Employees on leave pursuant to this policy may continue group health and life insurance during said recall period as provided above. Failure to forward full premium payments to the Town Treasurer shall terminate this option.

E. The Milton Educators Association (Unit A), the Milton Educators Association (Unit B) and the Milton School Committee hereby agree to the following procedure regarding administrators (Unit B) who "fall back" into a teaching position (Unit A). This procedure will apply to the transitional year (first year in which an administrator assumes Unit A duties) as well as subsequent years.

F. A member of Unit B who is subject to R.I.F. in accordance with the R.I.F. language of the Unit A contract shall have the right to fall back into Unit A, based on the following criteria:

1. The position of such member falling back into Unit A shall be determined by his/her points computed according to the Unit A formula provided in the R.I.F. procedure of the Unit A contract.
2. Seniority points shall be computed on the basis of total years in the system in either Unit B and/or Unit A. The discipline of such a member shall be defined as that discipline in which the member last taught, on a full-time basis for at least one year.
3. In returning to Unit A, if such member would not be entitled to a teaching position on the basis of the above Unit A criteria then such member shall have no right to bump a Unit A member, but shall be placed on the recall list according to the provisions of the Unit A contract.

G. An administrator falling back to a teaching position will be placed in a position corresponding to the last teaching position held by this person, for which he/she is certified to teach or is now certified. The salary will be determined by the position assigned and the in force salary schedule.

H. Employees serving a recall period shall be notified by the Superintendent by registered mail to the last known address of the employee concerning any open positions in the system which they may be qualified to fill. Failure to accept an offer of employment for any such position will terminate this requirement.

I. Employees rehired as administrators after the layoff under this paragraph shall be at the salary specified in the Unit B contract. He/she would retain his/her seniority status and fringe benefits accumulated as of the day of layoff.

J. To avail himself/herself of recall rights, a laid-off administrator shall respond in person or by registered mail within fifteen (15) days from the date of receipt of notice from the Superintendent's Office that she/he is willing to accept the recall. If he/she fails to accept within fifteen (15) days he/she shall be dropped from the recall list.

K. An employee who has been laid off shall be responsible for informing the Superintendent's Office and the Office of the Association in person or by registered mail of any change in his/her address of record.

L. In cases where points are equal, administrators with unfavorable explicit evaluations as defined in II C above will be laid off first. In the absence of this criterion, the administrator with the least number of years of service will be laid off first. In cases of equal years of service the initial date of School Committee hiring will be used. Having exhausted the above tie-breaking procedure, a lottery will be used to break the tie.

M. A list specifying the seniority of each member of the Bargaining Unit shall be prepared by the Committee and forwarded to the President of the Association and each member of Unit B within ten (10) days following the execution of this agreement. An updated seniority list will be supplied by the Committee on or before October 1 annually thereafter.

ARTICLE XXIV GENERAL

A. Both the Association and the Committee agree that the cost of printing this Agreement shall be shared equally by the Committee and the Association.

B. The minimum standard working temperature in a classroom or other teaching station will be sixty-five degrees Fahrenheit (65 degrees F). If the temperature falls below this figure, the class will be assigned to another teaching station.

C. Administrators agree to give a minimum of thirty (30) days notice prior to September 1 if they intend to retire or to resign before the start of the next school year.

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

E. A subcommittee composed of an equal number of representatives from the bargaining unit and the School Committee shall be established for the purpose of investigating the

feasibility of providing internet access for all members of the bargaining unit. The subcommittee shall report its findings to the negotiating subcommittees.

F. Vacancies shall be posted within the School District (bulletin boards and web site) prior to the time they are submitted to any outside publications.

**ARTICLE XXV
TERM OF AGREEMENT**

This Agreement and the provisions thereof shall be effective as of September 1, 2016, and shall continue until and including August 31, 2019, and shall continue from year to year thereafter unless terminated or changed by the parties hereto. Either of the parties hereto desiring to terminate this Agreement or to change any section or sections of this Agreement, shall notify the other party, in writing, that they desire such termination or change on or after September 15th of each year thereafter.

Negotiations for a new collective bargaining agreement or for change or changes in this Agreement shall commence no later than September 15, 2018.

IN WITNESS WHEREOF, THE SCHOOL COMMITTEE OF THE TOWN OF MILTON, has caused this Agreement to be signed in its name and on behalf by its Chairman, and the Milton Educators Association, has caused this Agreement to be signed in its name and behalf by its President, this __17th__ day of August 2017.

Kevin Donahue
Chairman, Milton School Committee

Margaret Gibbons
President, Milton Educators Association

APPENDIX A

MILTON PUBLIC SCHOOLS ADMINISTRATOR EVALUATION SYSTEM INDEX

<u>Title</u>	<u>Page (s)</u>
Purpose of Educator Evaluation	26
Definitions	27
Evidence Used in Evaluation	31
Rubric	33
Evaluation Cycle: Training	33
Evaluation Cycle: Annual Orientation	33
Evaluation Cycle: Self Assessment	33
Evaluation Cycle: Goal Setting and Development of the Educator Plan	34
Evaluation Cycle: Observation of Practice and Examination of Artifacts- Educators without PTS	34
Evaluation Cycle: Observation of Practice and Examination of Artifacts Educators with PTS	35
Observations	36
Evaluation Cycle: Formative Assessment	37
Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only	38
Evaluation Cycle: Summative Evaluation	39
Educator Plans: General	40
Educator Plans: Developing Educator Plan	41
Educator Plan: Self-Directed Growth Plan	41
Educator Plans: Directed Growth Plan	41
Educator Plans: Improvement Plan	41
Timelines	44
Career Advancement	45
Rating Impact on Student Learning Growth	46
Using Student feedback in Educator Evaluation	46
Using Staff feedback in Administrator Evaluation	46
General Provisions	46
Appendix A: Administrator Rubric	47

1) **Purpose of Educator Evaluation**

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

- B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of not less than ten minutes duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The District-determined measures shall be developed collaboratively by educators at the subject, department or grade level. Measures developed must be consistent across the district and supported by the curriculum. If collaborative development does not result in consensus, a tripartite panel, consisting of an MEA representative, an administrator, and a mutually agreed upon third party, will make the determination of the measures to be used. The panel's decision shall be final.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall

performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 45 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role. See Section 9 – Goal Setting and Development of the Educator Plan.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.
- T) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of not less than ten minutes duration by the Evaluator and may include examination of artifacts of practice including student work. At the request of the Educator, an observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

Parties: The parties to this agreement are the Milton school committee and the Milton Educators Association.

- U) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)

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

- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- iii) Elements: Defines the individual components under each indicator
- iv) Descriptors: Describes practice at four levels of performance for each element

The parties agree to pilot the DESE rubrics through June 30, 2016.

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

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

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

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

3) **Evidence Used In Evaluation**

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

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

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

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
 - i) Unannounced observations of practice of not less than ten minutes duration.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
- C) Examination of student work samples. Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see #23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.
- D) Educators shall be evaluated based upon two pieces of evidence per indicator. Evidence shall include artifacts of professional practice provided by the educator and observational evidence based upon the evaluator's observation of the teacher that fall within the categories listed above.
- E) Evidence for Standards I and II shall be based primarily on observations. If observations do not provide evidence for Standards I or II, the educator shall provide artifacts of professional practice linked to those indicators specifically. The educator may provide additional evidence to supplement the observational evidence collected, but is not required to do so.
- F) Educators on a two-year plan shall provide evidence for all indicators over the two-year cycle. If an educator provides evidence in year one for Standards III and IV that is deemed proficient at the educator's formative assessment, there shall be an "assumption of proficiency" for year two and the educator shall not be required to provide additional evidence for Standards III and IV in year two.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

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

6) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district, through the superintendent, shall determine the type and quality of the learning activity based on guidance provided by ESE. The superintendent will work with the MEA to determine the most effective means of providing training. All training of teachers will take place within the contractual day.

7) **Evaluation Cycle: Annual Orientation**

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

- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

- (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

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

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

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

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

- i) A collaborative process will occur between the team of educators and the evaluator when determining the goals. Team goals must be considered. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop

their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
- iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- iv) For teachers on a two-year self-directed plan, the goals shall not change in year two of the plan unless, the educator's position has changed or after reflection by the educator and evaluator on the current school year's student data, an adjustment is warranted.

- C) 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 which shall be attached to the Plan. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.

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

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle. At the request of the educator, a second unannounced observation shall be scheduled.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four

unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

12) **Observations**

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

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. The Evaluator shall state the indicators that are evident during an observation.

A. Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations of not less than ten minutes duration.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1st) 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.
 - (c) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to

unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

13) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home via certified mail.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
 - I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 14) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
 - B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
 - C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
 - D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
 - E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
 - F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
 - G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
 - H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
 - I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- 15) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative valuation report.

- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- 16) **Educator Plans – General**
- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
 - B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs. Notwithstanding the examples cited above, educators shall not be required to provide more than two pieces of evidence per indicator and goal.
 - C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 17) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
 - B) The Educator shall be evaluated at least annually.
- 18) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 19) **Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

20) **Educator Plans: Improvement Plan**

- A) 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 45 school days and no more than one school year.
- B) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- C) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- D) 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.
- E) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator. The recommendations for improvement in the Plan shall be reasonable and attainable.
 - ii) If the Educator requests that a representative of the Employee Organization/Association attend the meeting(s), the request shall be granted.
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- F) The Improvement Plan shall:

- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- G) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- H) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

21. **Timelines**

Superintendent, principal, or designee meets with Evaluators and Educators to explain evaluation process.	By Wednesday of the third week of school
Evaluator meets with first-year Educators to assist in self assessment and goal setting process Educator submits self-assessment and proposed goals	Wednesday after Columbus Day
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plans may be established at Summative Evaluation Report meeting in prior school year)	Two weeks after submission of Self Assessment and Goals
Submit Educator Plan	First Wednesday in November
Evaluator Signs Educator Plan	Second Wednesday in November* <i>* If it is Veteran's Day, the second Thursday of November</i>
Evaluator shall complete first observation of each Educator	Third week of November
For Educators on 1-year Plans AND Educators on 2-year Plans in their 2nd Year	
Educator submits evidence for Standards III and IV, professional growth, progress on goals (and other standards, if desired) <i>[Educators on 1-year plans only.]</i>	Wednesday after Martin Luther King Jr. Day
Evaluator shall complete mid-cycle <i>Formative Assessment Reports</i> for Educators on one-year Educator Plans <i>[For educators on 1-year plans only.]</i>	Wednesday after February Vacation
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	By the second Wednesday in March
Educator submits evidence for Standards III and IV, professional growth, progress on goals (and other standards, if desired) <i>[Educators on 1-year plans AND educators in their 2nd year of a 2-year plan.]</i>	Wednesday after April Vacation
Evaluator completes <i>Summative Evaluation Report</i> <i>[For educators on 1-year plans AND educators in their 2nd year of a 2-year plan.]</i>	Fourth Wednesday in May
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	Within two weeks of getting report
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	Within three weeks of getting report

Educator signs Summative Evaluation Report and adds response if desired.	Friday of last full week of school
For Educators on 2-year Plans in their 1st Year	
Educator submits evidence for Standards III and IV, professional growth, progress on goals (and other standards, if desired) <i>[Educators in the 1st year of a 2-year plan only.]</i>	First Wednesday of May
Evaluator completes <u>Formative Evaluation Reports</u> for educators in the 1 st year of a 2-year plan. <i>[For educators in 1st year of 2-year plan only.]</i>	First Wednesday of June
Evaluator conducts Formative Evaluation Meeting, if any	Friday of last full week of school

A) Educators with PTS on Two Year Plans

B) Educators on Plans of Less than One Year

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

22. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a summative evaluation performance rating of proficient or exemplary for at least the previous two years.

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

23. Rating Impact on Student Learning Growth

The parties shall establish a committee to negotiate the issues related to the rating impact on student learning growth. No changes shall be implemented without mutual agreement between the parties.

24. Using Student feedback in Educator Evaluation

At the educator's discretion, the Educator may create an age-appropriate method for seeking student feedback. The feedback will be used solely by the Educator to inform his/her self-assessment and goal setting for the subsequent educator plan. The feedback will not be made available to the evaluator unless the educator voluntarily provides it.

25. Using Staff feedback in Administrator Evaluation

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

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- E) Violations of this article are subject to the grievance and arbitration procedures.

Appendix A: Administrator 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 Development	Demonstrates little or no knowledge of developmental levels of students this age or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students this age but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in the classroom and the different ways these students learn by providing differentiated learning experiences that enable all students to progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of the teacher's own students and students in this grade or subject more generally and uses this knowledge to differentiate and expand learning experiences that enable all students to make significant progress toward meeting stated outcomes. Is able to model this element.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B