



CONTRACT AGREEMENT

BETWEEN THE

NORTH ATTLEBOROUGH SCHOOL COMMITTEE

AND THE

**NORTH ATTLEBORO FEDERATION OF TEACHERS
LOCAL 4292, AFTMA, AFT, AFL-CIO**

SEPTEMBER 1, 2022 TO AUGUST 31, 2025

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**AGREEMENT BETWEEN THE
NORTH ATTLEBOROUGH SCHOOL COMMITTEE
AND THE
NORTH ATTLEBORO FEDERATION OF TEACHERS**

Pursuant to the provisions of Sections 1-15 of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this Contract is made this First day of September 2022, by the NORTH ATTLEBOROUGH SCHOOL COMMITTEE (hereinafter referred to as the Committee) and the NORTH ATTLEBORO FEDERATION OF TEACHERS (hereinafter referred to as the Federation). This Agreement shall remain in force until August 31, 2025, as set forth in Article XXXVII hereof.

In consideration of the mutual covenants herein contained, the Committee and the Federation agree as follows concerning the matters of wages, hours, standards of productivity and performance and any other terms and conditions of employment:

PREAMBLE

- A. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of the North Attleborough School District and that good morale within the staff of professional employees of the North Attleborough School District is essential to achievement of that purpose, the parties to the Contract declare that:
1. Under the law of Massachusetts, the Committee, elected by the citizens of North Attleborough, has final responsibility for establishing the educational policies of the public schools of North Attleborough.
 2. The Superintendent of Schools of the North Attleborough Public Schools (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
 3. The staff of professional employees covered by this Contract (hereinafter referred to as employees) has responsibility for providing education of the highest possible quality in the schools of the North Attleborough Public Schools.
 4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of view and information between the Committee, the Superintendent, and the staff of professional employees in the formulation and application of policies relating to wages, hours, standards of productivity and performance and any other terms and conditions of employment for the employees.
 5. Given the effect to these declarations, it is nevertheless understood and recognized that the School District is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Contract shall be deemed to derogate from or impair any power, right, or duty conferred upon the District by statute or any other rule or regulation of any agency of the Commonwealth. The District retains all powers, rights, and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

- B. In the event that the contract obligates the School District to take some specific action and there is ambiguity in the Massachusetts General Laws relative to who within the District is specifically responsible to perform said obligation, the parties hereby stipulate that the obligation shall rest with the Superintendent of Schools, unless a court of competent jurisdiction determines otherwise.

ARTICLE I RECOGNITION

The Committee recognizes the Federation for the purpose of collective bargaining as the exclusive representative of a unit consisting of all professional teaching employees of the North Attleborough School System including the following: classroom teachers, guidance counselors, teachers of extracurricular activities, school psychologists, adjustment counselors, I.E.P. chairperson, librarian, nurses, PALMS coordinator, K-8 computer coordinator, computer teacher, computer specialists, and head teachers.

ARTICLE II NEGOTIATION PROCEDURE

- A. Not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Federation over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' wages, hours, and other conditions of their employment. Such negotiations will include but not be limited to, the handling of grievances, salaries, fringe benefits, specialists, class size, teaching hours and teaching load, performance of non-teaching duties, teacher facilities, use of school facilities, teaching assignments, transfers, filling of vacancies, promotions, textbooks, teacher evaluation, protection of teacher sick leave, severance pay, leaves of absence, accident benefits, health services, substitute teachers, teaching materials, professional development and educational improvement. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and the Federation.
- B. Subject to the provisions of this Contract, the wages, hours and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable.
- C. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or conditions which affect conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The word "teacher" shall be any professional employee covered under the terms of this Contract.
5. The word "day" shall be construed as a workday rather than a calendar day.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, prompt and equitable solutions to the problems which may from time to time arise affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his immediate superior, and having the grievance adjusted without intervention of the Federation, provided the adjustment is not inconsistent with the terms of this Agreement and that the Federation has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated 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. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term with every effort being made to resolve the same if possible by July 15.

1. Level One. A teacher with a grievance will first discuss it with his principal or immediate superior, either directly or through the Grievance Committee Representative, with the objective of resolving the matter informally.
2. Level Two.
 - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Grievance Committee within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairman of the Grievance Committee will refer it to the Superintendent of Schools.

- b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.
- c. If a teacher does not file a grievance in writing with the Chairman of the Grievance Committee and the written grievance is not forwarded to the Superintendent within thirty (30) days after the teacher knew or could with reasonable diligence have known of the act or condition on which the grievance is based, then the grievance will be considered as waived.

3. Level Three.

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after he has first met with the Superintendent, he may within five (5) days after a decision by the Superintendent or fifteen (15) days after he has first met with the Superintendent, whichever is sooner, request in writing the Chairman of the Grievance Committee to submit his grievance to arbitration. If the Grievance Committee determines that the grievance is meritorious and that submitting to arbitration is in the best interests of the North Attleborough School System, it may submit the grievance to binding arbitration within fifteen (15) days after receipt of a request by the aggrieved person.
- b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Grievance Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association or the State Board of Conciliation and Arbitration, by either party. The parties will be bound by the rules and procedures of the American Arbitration Association or the State Board of Conciliation and Arbitration in the selection of an arbitrator.
- c. The arbitrator so selected will confer with representatives of the Superintendent and the Grievance Committee and will hold hearings promptly and will issue his decision promptly, in conformance with the rules of the American Arbitration Association or the State Board of Conciliation and Arbitration, whichever is applicable. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Superintendent and to the Federation and will be final and binding.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Federation.

D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the School District or by any member of the administration against any party in interest, and any School Representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, at his or her own expense, except that he may not be represented by a representative or an officer of any teacher organization other than the recognized Federation. When a teacher is not represented by the Federation, the Federation shall have the right to be present and to state its view at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Grievance Committee, a grievance affects a group or class of teachers in more than one building, the Grievance Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. If a grievance affects more than one teacher in a given building, a copy of the grievance initiated at Level One will be simultaneously forwarded to the Superintendent. The Grievance Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee. Decisions rendered at Level Three will be in accordance with the procedure set forth in Section C, paragraph 3c.
3. The School District reserves the right to institute a grievance based on a violation of the contract, and the same rights of arbitration contained in Level Three of the grievance procedure shall be applicable to the School District.
 - a. In the event that arbitration is available to the employee pursuant to Massachusetts General Laws Chapter 71, Sections 41 and/or 42D, such statutes shall pre-empt the provisions of this contractual Grievance Procedure and the statutory procedure shall control.

**ARTICLE IV
SALARIES**

- A. Full step credit will be given for previous outside teaching experience within an area of certification in a public school upon initial employment. Additional credit for business or military experience or Peace Corps work may be granted upon the discretion of the Superintendent at the time of initial employment. Should the Employer desire to hire a new employee at a different rate of pay, higher or lower, the Employer shall make a request to the Federation and the Federation shall not reject reasonable hiring rates of pay.

- B. All persons on the Teachers' Salary Schedule shall be paid in bi-weekly installments during the school year. Teachers may, no later than June 1, request the balance of their salary remaining due on the contract for that school year then ending.
- C. The salary of a person leaving during the school year will be prorated based on 1/184 of that person's annual salary.
- D. Effective September 1, 2015, eligible employees shall be paid an annual stipend on the first payday in December in accordance with the following schedule:

After ten (10) years of service	\$ 315.00
After fifteen (15) years of service	\$1,155.00
After twenty (20) years of service	\$1,260.00
After twenty-five (25) years of service	\$2,100.00
After thirty (30) years of service	\$3,300.00
- E. A uniform allowance of \$50.00 per school year will be allotted to each nurse for lab coats/jackets.
- F. Teachers may move on the salary schedule only as of September 30th or January 31st, and only in conformance with this article.

ARTICLE V

TEACHING HOURS, DUTIES, AND RESPONSIBILITIES

Public education is the responsibility of all citizens in a free society. This is especially true of the School Committee, administration and the entire teaching profession. This responsibility entrusts to us the education of the youth of our nation. Each group must provide to the utmost of its ability those aspects of education, which fall within our ability to provide. The education of our youth is best provided for in an atmosphere that is clean, wholesome and conducive to the impartation of knowledge to the students under our direction. This physical atmosphere has been provided at great expense to the citizens of North Attleborough. We would propose, therefore, that the Federation join with the School Committee and the Administration in its distaste for the laissez-faire attitude of students towards the buildings and equipment provided by the citizens of North Attleborough. The North Attleborough School Committee proposes that the Federation join with them and assume professional responsibility for the reduction of the indifferent and malicious acts of vandalism that are perpetrated by a small minority of students under their control.

- A. 1. The starting and dismissal times for students will be as follows:

Elementary Schools:

Falls, Martin	9:00 a.m. - 3:14 p.m.
Amvet, Roosevelt	8:30 a.m. - 2:44 p.m.
Community School	8:30 a.m. - 2:44 p.m.
Early Learning Center	8:30 a.m. - 2:44 p.m.
Middle School	7:45 a.m. - 2:19 p.m.
High School	7:15 a.m. - 1:49 p.m.

Said starting and dismissal times are subject to modification by the Superintendent of Schools, provided, however, that no such modification will increase the length of the teacher's workday.

2. Teachers shall be present in their classroom at least twenty (20) minutes before the beginning of each session unless otherwise directed by the principal or the Superintendent. Teachers shall be available after school for a reasonable time to assist pupils, interview parents, and attend meetings and to perform such other functions as will promote the welfare of the school.
3. Teachers will not be required to arrange for substitutes.
4. Notwithstanding anything herein to the contrary, all full-time nurses shall work seven (7) hours per day, and part-time nurses' salaries shall be prorated based upon a seven (7) hour day, with their schedules to be determined by the respective building principal or, for those nurses who work in more than one building, by the Superintendent of Schools. In no event shall a nurse's schedule include hours that are not consecutive. In recognition that a nurses' primary obligation is to ensure each child's health and safety, nurses shall not be called for supervisory coverage except as necessary to ensure safety, in the event that no other staff is available.

Nurses shall be required to attend evening meetings as cited in Article V.C.2.

5. Teachers will have professional and academic flexibility in using their preparation time, however, all parties understand that circumstances may necessitate that administrators may occasionally schedule other professional obligations during teacher preparation time. If such obligations result in a teacher missing an entire preparation period, then the building administrator will schedule a make-up preparation period whenever feasible.

- B. 1. Subject to the provisions of sub-section 2 below, the work year for teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30 of the following year but will in no event be longer than four days more than the number of days when pupils are required to be in attendance by state law. A minimum of two of the four workdays beyond the number of days when students are required to be in attendance by state law shall be used only for professional development purposes. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year (excluding orientation days for new personnel), and any other days on which teacher attendance is required. If the school year begins prior to Labor Day, bargaining unit employees shall not be required to work on the Friday preceding Labor Day nor Labor Day Monday.

2. All individuals recognized in Article I of this Agreement shall be compensated at the individual employee's per diem rate for each day they may be required to work beyond the work year as cited in Article V. B. 1. This additional compensation shall apply only to work assigned or directed by the Superintendent. This provision is exclusive from specified work under Article XXIX.

- C. 1. Teachers shall be required to attend two (2) staff meetings per month. In the event that it is necessary to call an additional meeting during the month, such meeting shall be called by the Superintendent, his designee or the building principal. Such meetings shall be held for general staff consultations, curriculum development or

articulation between school levels. The meeting schedule for the entire year, including the optional third meeting, shall be scheduled prior to the start of the academic year and shared with bargaining unit members and the Federation. The Employer shall dedicate one (1) meeting per year for school safety policy updates and training.

2. Teachers shall not be required to attend more than two (2) evening meetings each year for open house and/or parent visitation. However, a third evening meeting may be called by the Superintendent for a valid purpose. Such meetings shall last no more than 2½ hours.
3. Attendance at any other meeting extending beyond the normal school day shall be at the option of the individual teacher, except that new personnel may be required to attend additional orientation sessions.
4. At the discretion of the principal, there will be weekly meetings of the high school principal, assistant principals, curriculum coordinators and department heads. An agenda will be prepared in advance. Such meetings shall not extend more than one (1) hour beyond the normal school day.
5. Early release days will be scheduled in the Fall and Spring for parent conferences for grades one through twelve.

- D. 1. Teachers will have a duty-free lunch period of at least the following lengths:

Elementary School:	
(Grades K-5)	20 minutes
Early Learning Center	20 minutes
Middle School	20 minutes
High School	20 minutes

2. All specialists and itinerant teachers shall be scheduled for lunch within the lunch schedule established in each building, except in extreme circumstances. In the event that any such specialist or itinerant teacher is to be scheduled for lunch beyond the parameters of the lunch schedule established in each building, the Administration shall first meet with the Federation and the specialist or teacher in an effort to resolve the scheduling issue.
3. All secondary school teachers shall, in addition to their lunch period, have at least one preparation period each day, during which they may not be assigned (except in emergency situations) to any other duties without their consent. Disagreement over whether an emergency is justified shall be subject to the grievance procedure.

- E. 1. In addition to homeroom duty, High School and Middle School teachers shall not be assigned more than five (5) teaching periods and one (1) study period per day without their consent.
2. Secondary school teachers will not be required to teach more than two (2) subjects nor more than a total of three (3) teaching preparations within said subjects at any one time.

3. In the event that teachers are required to collect money from their homeroom students for insurance, pictures, etc., the teacher will be given sufficient time immediately following the homeroom period to deliver such monies to the school safe.
4. Teachers shall not be required to keep an Official Attendance Register.
5. Teachers shall not be assigned more than one non-teaching duty per day. One extra non-teaching duty may be assigned in a day under extenuating circumstances at the discretion of the building principal, without establishing a practice or precedent. Non-teaching duties shall be assigned on an equitable basis within each building. Such provision shall in no way interfere with teaching duties.
6. Beginning September 1, 2007, teachers who volunteer for office detention shall be paid thirty dollars (\$35.00) per diem for each day worked. Teachers shall be appointed by the school principal who shall distribute the duty equitably among the pool of teachers who apply.

F. Curriculum Instructional Leaders (CILS)

1. Curriculum Instructional Leaders (CILs) will perform their current duties as outlined in the job description and in Appendix B of the collective bargaining agreement.
2. CILs will teach three (3) class periods per day and will not be assigned a non-teaching duty. P.E. and Art CILs will teach four (4) class periods per day and will not be assigned a non-teaching duty.
3. In addition to the duties outlined in the job description, curriculum CILs may be asked to contribute to the evaluation process as outlined below:
 - a. Curriculum Instructional Leaders (CIL) may be assigned at the request of the Primary Evaluator, or the Educator, and shall be a person who plays a support role in the evaluation process. While not necessary, a CIL will normally have expertise in the subject matter and/or area being evaluated. A CIL may conduct classroom observations; collect and analyze other evidence as allowed under state regulations; and provide feedback and support to the Educator.
 - b. A CIL may assist the Primary Evaluator by doing unannounced and announced observations and then drafting observation reports
 - c. Should the primary evaluator use observation reports completed by the CIL to form their opinion on a formative or summative evaluation, the Employer shall ensure that:
 - i. The evaluation shall differentiate between different authors; and
 - ii. The feedback given in the evaluation is explicitly derived from direct observations and/or evidence within the evaluation file.
4. An Evaluation Review Committee shall be established consisting of two members of the North Attleborough Federation of Teachers selected by the Federation President,

two representatives from North Attleborough Public Schools selected by the Superintendent, and one representative from a third party institution (such as a university) mutually selected by both groups.

A bargaining unit employee can appeal to the Evaluation Review Committee for a secondary review if he or she was downgraded to needs improvement or unsatisfactory. The Committee will examine the appeal and within two weeks shall make a recommendation as to whether a secondary review is warranted. The Superintendent shall select the secondary evaluator for any case recommended for secondary review.

5. CILs will also have the following duties and expectations added to the job description:
 - a. Supporting and approving individual teacher goals;
 - b. Collecting evidence;
 - c. Providing meaningful feedback; and
 - d. Sharing feedback and evidence-based perceptions via our digital evaluation platform (e.g., Teachpoint).
6. CILs shall receive the following compensation:
 - a. Three thousand two hundred eighty-five dollars (\$3,285.00) annual stipend;
 - b. Per diem pay for five (5) additional days of work; and
 - c. Two hundred twenty-five dollars (\$225.00) per person supervised, regardless if the person supervised is employed on a full time or part time basis.
- G. Teacher participation in extracurricular activities will be strictly voluntary and teachers will be compensated for all such participation in accordance with the provisions of Appendix "B" of this Agreement.
- H. When a teacher of "specials" (Art, Music, etc.) is in charge of an elementary school teacher's class, the homeroom teacher may leave the classroom once the special's teacher has taken control of the homeroom teacher's classroom. The homeroom classroom teacher may use that time as a preparation period or for such other professional purpose as consultations with parents or personnel providing itinerant or special services. There shall be five (5) such preparation periods per week for all elementary teachers, grades one through five.

Exception to Section G above may be made only if it is necessary to do so in the best interest of the educational process. Disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.
- I. There shall be a fifteen (15) minute recess period each morning and/or afternoon in the

elementary schools. Each elementary school teacher shall be off duty for one such recess period each day if there are two. If there is only one recess period each day, an equitable rotating duty schedule will be posted showing this recess duty.

Exception to Section I above may be made if it is necessary to do so in the best interest of the educational process. Disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.

- J. Specialists shall be required to evaluate students in their area of specialty.
- K. Teachers shall be personally responsible for the maintenance of their professional licenses and shall notify the Superintendent of Schools of any changes in their professional license status within ten (10) work days of learning of said changes.
- L. If and when the Town of North Attleborough offers dental insurance coverage, or if the Federation is able to coordinate a group rate dental policy, the Employer shall assist with payroll deductions.

ARTICLE VI CLASS SIZE AND/OR CASELOAD

- A. No regular class shall have more than twenty-five (25) pupils as far as practicable within existing facilities. Elementary classes shall have student assignments as equal as possible within each school, including newly assigned students during the school year.

In unusual circumstances when the Superintendent or their designee places a student in an already full regular class (i.e. 25 pupils), the Superintendent or their designee shall notify the Federation of the need for the placement immediately, and will invite the Federation to discuss the potential impact of class size extension. Any such discussion shall not delay the placement when the Superintendent or their designee decides implementation is necessary.

No academic subject area teacher shall be assigned the class responsibility, regardless of the size of his classes, for more than one hundred and twenty-six (126) students where practicable.

- B. No special needs class shall have more pupils than is required by the Division of Special Education of the Massachusetts Department of Education.
- C. Special subject classes at the high and middle schools, excluding large group instructional classes, shall not, as far as practicable, have more than the following number of pupils per teacher:

Art	25 pupils
Music	no limit
Physical Education	35 pupils*
Structured Learning Period	Not greater than 50 students per teacher
Technology/Engineering	25 pupils

(This suggested limitation for Physical Education will apply system-wide; High School, Middle School and elementary.)

- D. Caseloads for Special Education, Guidance Counselors, and Related Service Providers will be evaluated individually and distributed as evenly as possible among the appropriate staff to ensure that workloads are as practical as possible for meeting the needs of students assigned, the time needed for case management, and any other additional demands placed on Special Education, Guidance Counselors, and Related Service Providers. The educator under this provision maintains the right to discuss concerns of caseloads with administration.

ARTICLE VII BUILDING BASED POLICY HANDBOOKS

If the Administration decides to make any material changes to the policy handbooks, it will give the Federation advance notice and an opportunity to bargain over the impacts that decision may have on bargaining unit members.

ARTICLE VIII POSTINGS

All bargaining unit positions shall be posted for a period not shorter than five (5) business days. The Employer shall notify bargaining unit employees via electronic mail of the posting(s).

ARTICLE IX SPRING REASSIGNMENTS

- A. Building Configuration, Reassignments, and Displacements
1. On or before March 15th, in every school building within the District, each Principal shall notify that building's teaching staff of the number of teaching positions and the grade/subject configuration anticipated for the following year.
 2. On or before March 15th, In the event of a reorganization of a grade or a subject, the principal shall reassign bargaining unit employees, in writing, within his/her building within their certification. The least senior teacher, based on the district seniority list, in the grade or subject shall be reassigned. If the employer does not notify a bargaining unit employee of a change in their assignment, it is understood the employee will remain in their current assignment for the subsequent year. The employer shall comply with the following:
 - a. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned except temporarily and for good cause, outside the scope of their teacher certification and/or their major or minor fields of study.
 - b. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedule as soon as practicable.

c. Teachers who are assigned to more than one school in any one school day will receive mileage reimbursement for school-related business at the rate commonly paid to town employees.

3. After any Principal reassignments, teachers may voluntarily change assignments with the mutual agreement of the Principal and the affected teachers. No teacher shall be required, nor shall any teacher be entitled to change assignments for the following year.
4. In the event a school has fewer positions than bargaining unit employees with the proper certification, the least senior bargaining unit employee within the certification being reduced, in that school, shall be identified for displacement. A more senior employee may volunteer to be displaced first.
5. All displaced employees with professional teaching status shall be reassigned to open positions within the district. Displaced teachers will be reassigned to a comparable position within their certification/major. All displaced teachers will be notified of their new assignments by April 1.

B: District Wide Vacancies that occur prior to the end of the school year.

1. Within 10 workdays after April 1st, the employer shall post internally all vacant positions within the district for five (5) business days. Bargaining unit employees may apply for the vacancies by submitting a letter of interest to the school principal of the vacancy. All bargaining unit employees will be interviewed. The Employer shall continue to post and notify bargaining unit members of vacancies throughout the end of the school year. Building principals with vacancies will schedule two (2) after school interview days that shall be included in district wide postings.
2. The internal posting as mentioned above may be waived upon mutual consent of the parties if there is an urgent need to fill the vacancy.
3. Bargaining unit employees may apply to vacancies that have been posted externally. The employer may post externally any vacancies, newly created, known or anticipated, of a position that there is no other internal employee with the certification required to do the position.

C. Non-Discrimination - Appointments will be made without regard to race, color, national origin, religion, sex, disability, age, genetic information, marital status, sexual orientation, military service, gender identity, and Federation membership status or participation.

D. Federation Notification - The Federation president will be notified, in writing or electronically, of all non-renewals, reassignments, displacements, and building configurations covered in this article.

ARTICLE X TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

- B.
 - 1. Pursuant to Massachusetts General Laws, Chapter 71, Section 42C, a teacher will have the right, upon request, to review and copy the contents of his/her personnel file and have the right to have a representative of the Federation accompany him/her if he/she feels it necessary.
 - 2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such 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 teacher 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.
- C. Any complaints regarding a teacher made to the administration by any parent, student, or other person shall be promptly called to the teacher's attention. Any investigation of a complaint shall follow the established administrative chain of command. The teacher involved will be advised concerning the investigation at each appropriate level.
- D. No teacher will be disciplined, reprimanded, reduced in rank or compensation, deprived of increments in compensation, or deprived of any professional advantage without just cause.
- E. Members of the bargaining unit will be evaluated in accordance with the Teacher Evaluation instrument, as aligned with 603 CMR 35.00, et seq. a copy of which is attached hereto and incorporated herein by reference.
- F. Any teacher who feels that he/she has received an unfair evaluation report shall have the right to have it reviewed.

ARTICLE XI TEACHER FACILITIES

- A. Each school will provide the following facilities to the extent possible:
 - 1. Space in each classroom in which teachers may safely store instructional materials and supplies;
 - 2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 - 3. An appropriately furnished room which will include a telephone, limited to local service, to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the teacher work area.
 - 4. A serviceable desk and chair for the teacher in each classroom;
 - 5. A communication system so that teachers can communicate with the main building office from their classrooms;

6. A well-lighted, clean male teacher restroom and a well-lighted and clean female teacher restroom.
7. A separate, private dining area for the exclusive use of the teachers;
8. An adequate portion of the parking lot at each school will be reserved for teacher parking.
9. Each department head and coordinator shall have suitable office space with a desk, chairs, filing cabinets and sufficient space to store materials. A telephone shall be available for the use of department heads and coordinators.
10. There shall be a room available in which a teacher may meet in private with parents or in which conferences may be held during school hours.
11. The School Committee shall attempt to provide each itinerant teacher with adequate workspace and with a storage space that is solely for that teacher's use.

ARTICLE XII USE OF SCHOOL FACILITIES

- A. The Federation will be permitted to use school buildings without cost at reasonable times for meetings, subject to the current School District Regulations. The Superintendent's office will be notified 48 hours in advance of the time and place of all such meetings except in emergencies. In an emergency situation the Superintendent's office will be notified as rapidly as possible.
- B. The Federation will be permitted to place notices, circulars and other professional material on a school bulletin board and in teachers' mailboxes. It is expressly understood that only a duly authorized building representative of the Federation will assume responsibility for the putting up or distribution of professional materials for the Federation.

ARTICLE XIII SICK LEAVE

- A.
 1. Teachers with professional teacher status shall be entitled to fifteen (15) sick leave days with full pay each school year. Teachers without professional teacher status shall be entitled to fourteen (14) sick leave days with full pay for each school year. Sick leave will be pro-rated for first year teachers. Accrual will be at the rate of one earned sick day for each thirteen (13) work days. Deadline to contribute a day to the bank shall be October 1 of each year except for new employees hired after October 1. Such employees will have thirty (30) days beyond the date of hire to contribute a day. Sick leave days may be accumulated from year to year to one hundred eighty-four (184) days.
 2. Any sick leave that extends beyond four (4) consecutive school days may be evidenced by a physician's certificate, at the discretion of the building Principal.

- B. A teacher may use seven (7) days of his or her own sick leave for absence due to serious illness of a member of his or her immediate family. Sick leave is defined as full pay allowed a teacher for the following causes:
1. Personal illness.
 2. Personal injury, non-employment connected.
 3. Quarantine due to exposure to contagious diseases, which may endanger the health of pupils or other personnel.
 4. Serious illness of a member of the immediate family.
 5. The teacher's immediate family shall be considered:
 - a. Husband
 - b. Wife
 - c. Mother
 - d. Father
 - e. Child
 - f. Grandchild
 - g. Brother
 - h. Sister
 - i. Parent-in-law
 - j. Grandparent
 - k. Son-in-law
 - l. Daughter-in-law
 6. Serious illness of a person residing in the household.
 7. Serious illness of a person for whom the teacher has primary care responsibilities.
- C. Where applicable teachers may use their accumulated sick leave pursuant to Article XV, E, 4.
- D. A Sick Leave Bank shall be established by members of the bargaining unit each voluntarily contributing one day of their sick leave days for use by a participating member whose sick leave is exhausted through prolonged illness. (A prolonged illness shall be one which has caused or will cause an absence of fifteen (15) consecutive days.) Personal days must be used by the participating member before being eligible to draw upon the Sick Leave Bank. The Sick Leave Bank shall accumulate to a number of days equal to the number of members of the bargaining unit. Deadline to contribute a day to the Bank shall be October 1 of each year. At the end of each year the remaining days in the Bank shall be carried forward to the following year.
1. To be eligible for Sick Leave Bank days the applicant must be a member of the bargaining unit and the Sick Leave Bank.
 2. A dated and signed (physical, stamped, or electronic) doctor's certificate shall be required in each instance that an applicant seeks access to the Sick Leave Bank, including application for extended benefits.

3. The initial grant of days from the Sick Leave Bank will cover up to twenty-five (25) working days of any one prolonged illness. Consideration will be given for additional days beyond the twenty-five (25) in event that the prolonged illness continues. In no instance shall the applicant receive more than fifty (50) days in one contract year.
4. If the Sick Leave Bank is exhausted, it will be replenished by one additional day of sick leave from each participating member.

Whereas there shall be no limit on the number of participating members who may access the Sick Leave Bank in a contract year, the contribution to the Sick Leave Bank by participating members in that contract year shall be limited to two (2) days.

5. The Sick Leave Bank will be administered by a Sick Leave Bank Committee comprised of four (4) members: one (1) School Committee Designee; the Superintendent of Schools; two (2) teachers appointed by Local 4292.
6. The decision of the Sick Bank Plan Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.
7. No days may be withdrawn from the Sick Bank for use for other than a prolonged illness. Days may not be withdrawn to permit the individual to be absent to care for other members of the applicant's family.
8. Application for benefits shall be in writing in the form of a letter to the Superintendent of Schools accompanied by a doctor's certificate as to the illness and the anticipated extent of recovery time from illness.
9. The process of signing new employees into the Sick Leave Bank will be handled by the Superintendent's Office.
10. The sick leave bank committee shall develop internal policies including the restriction to access sick leave bank time for "normal pregnancy leave".

- E. When an employee is subject to quarantine by order of the State or Local Department of Health in conjunction by the School Committee, he/she shall be paid his/her salary during the period he/she is so quarantined, and his/her said absence shall not be charged against his/her sick leave. Abuses of quarantine leave described in this section will be treated as individual disciplinary cases by the Superintendent.

ARTICLE XIV TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence with pay each school year:
1. Three (3) days leave of absence for religious, legal, business, household or family matters which require absence during school hours. Application for personal leave will be made at least seventy-two (72) hours before taking such leave (except in the case of emergencies). The applicant for such leave will not be required to state the reasons for taking such leaves other than for five (5) reasons listed in this

paragraph. A personal leave form shall be filed for each leave. Personal leave days cannot be used to extend a holiday, vacation or weekend. Teachers may carry-over one personal day from one year to the next, creating a maximum of four (4) personal days, provided that, no teacher may use personal leave on four (4) consecutive school days or for over four (4) school days in any single calendar month, without the Superintendent's written prior approval, which shall be at his sole discretion.

The Employer will provide employees who need to take a personal day for religious observance on a day when school would otherwise be in session may have one (1) additional personal day, for a total of four (4). Bargaining unit members who desire to take a personal day for religious observance will be required to provide at least two (2) weeks, or as soon as practical, notice to his or her immediate supervisor.

Bargaining unit members may submit requests to use personal days before a vacation, weekend, and/or holiday to the Superintendent of Schools with at least two (2) months notice for the purpose of attending life events. Such events shall include, but not be limited to, weddings, family reunions, graduations, etc. The Superintendent of Schools shall not unreasonably deny such requests.

Bargaining unit members may request a personal day on a Friday or a Monday, provided that such personal day request does not extend a holiday or vacation period. This request shall be made to the building principal. The building principal shall review the staffing needs of the building and respond to the request within a reasonable amount of time.

2. Two (2) days leave to attend a conference or workshop as an official delegate of the Federation for the purpose of engaging in Federation (local, state or national) activities. This will be limited to two (2) delegates per year. This is an aggregate total of four (4) days.
3. Four (4) days leave with pay in the event of death of a spouse, parent/in-law, child/in-law, grandchild, sibling, grandparent, a person residing in the household, a person for whom the bargaining unit employee has primary care responsibilities. One (1) additional day may be used for travel, if needed.

Two (2) days leave with pay in the event of death of a niece, nephew, aunt, uncle, brother-in-law or sister-in-law. One (1) additional day may be used for travel, if needed.

4. Teachers required to perform jury duty shall receive leave with pay for the duration of such duty. Compensation shall be the difference between jury duty pay, exclusive of mileage reimbursement, and the teacher's regular pay, including all or any part of compensation for stipendiary positions held at the time of such jury duty.

- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his or her own substitute.

ARTICLE XV
EXTENDED LEAVES OF ABSENCE

- A. The Committee agrees that up to one (1) teacher designated by the Federation will, upon request, be granted a leave of absence for up to one (1) year without any pay for the purpose of engaging in Federation (local, state or national) activities. Upon return from such leave, a teacher will be considered as if he or she were actively employed by the School District during the leave and will be placed on the salary schedule at the level he or she would have achieved if he or she had not been absent.
- B. A leave of absence without pay of up to two (2) years will be granted to any teacher with professional teacher status who joins the Peace Corps. A leave of absence without pay for up to one (1) year will be granted to any teacher with professional teacher status who serves as an exchange teacher. Upon return from such leave, a teacher will be considered as if he or she were actively employed by the School District during the leave and will be placed on the salary schedule at the level he or she would have achieved if he or she had not been absent.
- C. Military leave will be granted to any teacher who is inducted or who initially enlists for a period not to exceed four (4) years, in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence up to a maximum of three (3) years.
- D. Members of the National Guard or a reserve branch of the Armed Forces who are ordered to active duty during the school year shall receive their regular pay for a period of not more than seventeen (17) days as provided in Chapter 33, Section 58 of the Massachusetts General Laws.
- E.
 - 1. Parental leave of absence, as defined in MGL c.149 section 105D, will be granted to any bargaining unit member without pay for up to two (2) years provided the teacher has completed ninety (90) days of service in the North Attleborough Public Schools. Bargaining unit members may use up to twenty (20) days of his or her accrued sick time while on parental leave. Employees who are out on Parental Leave may not take additional sick leave as outlined under Article XIV Section B immediately before or immediately following the Parental Leave of absence. Bargaining unit employees shall give at least two (2) weeks notice of his/her anticipated date of departure and of his/her intention to return. Employees are urged to give earlier notification in order to provide the Employer with additional time to secure a replacement. Employees requesting leave must provide a copy of the birth certificate or adoption paperwork to the Superintendent.
 - 2. An employee may only return to duty at the beginning of the school year unless requested and approved by the Superintendent in advance and such requests shall not be unreasonably denied. The employee must notify the Superintendent in writing no later than April 1st if he/she wishes to return the following September. If the employee fails to notify the Superintendent in writing no later than April 1st of his/her desire to return to duty, or does furnish written notice and fails to return to duty, he/she shall be deemed to have resigned and the obligation of the School District to provide a position for him/her shall cease.

3. In determining the placement on the salary schedule of a teacher who returns from a parental leave of absence, credit for a full year of teaching will be given on the schedule for the school year during which the leave began if the teacher completed at least ninety-one (91) school days of teaching during said school year; otherwise, the teacher shall return to the step on the salary schedule which she held prior to the commencement of such leave. The teacher shall be restored as soon as practicable to the position she held when her leave began, or to a substantially equivalent position.
 4. Nothing in this Article shall be construed to be inconsistent with the provisions of Massachusetts General Laws, Chapter 151B, Sections 3 and 4, the rules and regulations adopted by the Massachusetts Commission Against Discrimination and Massachusetts General Laws, Chapter 149, Section 105D and the decisions of the Supreme Judicial Court and the Appeals Court of the Commonwealth of Massachusetts.
 5. If there are two District employees who give birth or adopt the same child, they would be entitled to the aggregate of eight (8) weeks total.
- F. 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 teacher's immediate family.
 - G. Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for up to two (2) years. The Superintendent may request medical proof that the person has completely recovered from such illness.
 - H. All benefits to which a teacher was entitled at the time his or her leave of absence commenced, including unused accumulated sick leave, will be restored to him or her on his or her return, and he or she will be assigned to the same position which he or she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
 - I. All requests for extended leaves of absences will be applied for and granted in writing.

ARTICLE XVI SABBATICAL LEAVES

Desiring to reward professional performance and encourage independent research and achievement, the School District will grant sabbatical leaves for teachers upon recommendation of the Superintendent for approved scholarly programs in an academic institution empowered to grant advanced degrees, subject to the conditions listed below.

Sabbatical leave for teachers possessing a master's degree or above may be granted by the School District upon recommendation of the Superintendent for curriculum development, staff development, or for an educational activity that will enhance educational opportunity for the student population of the North Attleborough Public Schools, subject to the following conditions:

- A. No more than one (1) percent of the teaching staff will be absent on sabbatical leave at any one time.

- B. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools, no later than December 31, and action must be taken on all requests no later than April 1 of the school year preceding the school year for which sabbatical leave is requested.
- C. The teacher has completed at least seven (7) consecutive full school years of service in the North Attleborough School System.
- D. Teachers on sabbatical leave will be paid at least fifty percent (50%) of their regular salary rate; provided that such pay when added to any program grant shall not exceed the teacher's full regular annual salary rate.
- E. The teacher shall agree in writing to return to employment in the North Attleborough School System for two (2) full years in the event of a sabbatical leave being granted. Upon such return, the teacher shall be placed on the appropriate step on the salary schedule as though such teacher had not been on leave.

ARTICLE XVII SUBSTITUTE TEACHERS

Positions which will be vacant for at least one (1) semester will be filled by personnel who have met the state certification requirement. Such vacancies shall be filled in accordance with Articles IX, X, and XXIX of this Agreement.

ARTICLE XVIII PROFESSIONAL IMPROVEMENT

- A. A Professional Improvement Committee shall be organized under this Article to approve courses taken and grant credits under Section B of this Article. The Committee shall consist of two (2) members of the School Committee, the Superintendent of Schools, or his designee, one (1) secondary teacher, one (1) elementary teacher and one (1) member of the Federation at large. The last three named members of this Committee shall be chosen by the President of the Federation. The Professional Improvement Committee shall meet as needed. All decisions of this Committee concerning credit toward eligibility for salary increments shall be final.
- B. Credits
 - 1. Each teacher below the attainment of a Master's Degree shall be required to accumulate five (5) credits every five (5) years to be eligible for salary increases or increments. Three (3) of these credits must be earned by taking a course in an approved and accredited college or university that grants a degree beyond the bachelor, or by taking In-Service courses offered by the School Department for which each ten (10) hours of class shall equal one credit.
 - 2. Each teacher who has attained a Master's Degree or above shall be required to accumulate three (3) credits every five (5) years to be eligible for salary increases or increments. Two (2) of those credits must be earned by taking a course in an approved and accredited college or university that grants a degree beyond the

bachelor, or by taking In-Service courses offered by the School Department for which each ten (10) hours of class shall equal one credit.

3. Credits toward salary increments may be earned by:

- a. Successful completion of courses in any approved and accredited college or university that grants a degree beyond a bachelor's.
- b. Publishing an article in a professional journal or periodical. Three (3) credits at the discretion of the Committee on Professional Improvements.
- c. Travel of an educational nature outside New England. To be eligible a teacher must submit a proposed itinerary prior to the March meeting of the Professional Improvement Committee prior to the trip and a resume following the trip to demonstrate benefit to his/her classroom teaching. One (1) week of consecutive travel shall equal one (1) credit. A maximum of three (3) credits every five (5) years may be accumulated in this manner.
- d. Working as a curriculum committee member shall receive one (1) credit for each twenty (20) hours of work within a one (1) year period. In addition, the chairman will receive two (2) credits.
- e. Taking an In-Service course. Each ten (10) hours of class shall equal one (1) credit. This formula shall apply to any workshop, seminar, conference, or other professional improvement session at the request and/or with the advance approval of the Superintendent of Schools, exclusive of such attendance during a regular school day or exclusive of the requirements for attendance enumerated in Article V.
 - i.
- f. Service as an officer of an educational organization at the local, state, national or regional level for the period of one (1) year.

i. Local Level:

President	one credit
Vice President	one credit
Secretary	one credit
Treasurer	one credit
Grievance Cmt. Chairperson	one credit
Negotiation Cmt. Member	one credit
(not to exceed 7 members)	

ii. State, Regional and National Officers one credit

- g. Supervising a student teacher for a period of at least six (6) weeks shall equal two (2) credits if no compensation is received.
 - h. Teaching a college course. Credit will be given only for a particular course and will be equal to the course credit value issued by the college or university.
4. Credits taken in the summer of the last year of an employee's professional improvement cycle may be applied to the employee's subsequent cycle.

- C. Teacher requests for credits or approval of courses must be submitted to the Professional Improvement Committee in writing.
- D. The School District will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent of Schools.
- E.
 - 1. A teacher below the attainment of a Master's Degree who has completed one (1) year of service in the North Attleborough Public Schools who enrolls in an advanced degree program in an accredited college or university will be reimbursed for tuition and scholastic fees not to exceed \$1000.00.
 - 2. A teacher at the Master's level or above who has completed one (1) year of service in the North Attleborough Public Schools who enrolls in an advanced degree program in an accredited college or university will be reimbursed for tuition and scholastic fees not to exceed \$1000.00.
 - 3. A teacher below the attainment of a Master's Degree who has completed one (1) year of service in the North Attleborough Public Schools who enrolls in courses, including in-service courses, outside of or in addition to an advanced degree program will be reimbursed for tuition and scholastic fees not to exceed \$1000.00.
 - a. No reimbursement will be made for courses required for initial state certification.
 - b. Such courses will be related to the teacher's major field of study or to the teacher's improvement as a professional.
 - c. Advance approval of the Superintendent is required; such approval must be in writing and shall not be unreasonably withheld.
 - 4. A teacher at the Master's level or above who has completed one (1) year of service in the North Attleborough Public Schools who enrolls in courses, including in-service courses, outside of or in addition to an advanced degree program will be reimbursed for tuition and scholastic fees not to exceed \$1000.00.
 - a. No reimbursement will be made for courses required for initial state certification.
 - b. Such courses will be related to the teacher's major field of study or to the teacher's improvement as a professional.
 - c. Advance approval of the Superintendent is required; such approval must be in writing and shall not be unreasonably withheld.
 - 5. Said reimbursement will be paid not later than October 1 of the following school year upon presentation of satisfactory evidence to the Superintendent of a grade of B- or better in courses taken together with a copy of the tuition and fees payment made by the teacher.

6. Reimbursement benefits granted by this Article shall be available to Nurses under the same requirements.
 7. Nurses shall be granted Professional Leave Days to take courses required for State Certification Maintenance with pre-approval of the Superintendent of Schools, whose approval shall not be unreasonably withheld.
 8. In no event shall the School District's obligation pursuant to this subsection of Article XVIII extend beyond the sum of \$20,000 (Twenty Thousand Dollars) for the period of September 1, 2000, through June 30, 2001. Effective July 1, 2001, in no event shall the School District's obligation pursuant to this subsection of Article XVIII extend beyond the sum of \$50,000 (Fifty Thousand Dollars) per contract year. In the event that the School District receives requests which reach or exceed that limit the School District shall notify the Federation and requests shall be paid on a first come/first served basis. The parties in no way intend that this cap shall deny the right of any teacher to a no-cost option for re-certification as required by Massachusetts General Laws Chapter 71, Section 38G.
- F. Consideration will be given to recommendation by the Federation for courses of an educational nature, to be taught by a qualified person (any person teaching at an accredited four (4) year college or university). The Committee will grant credit in accordance with Article XVIII of this Agreement.
- G. 1. In the event that the Massachusetts Department of Education establishes recertification guidelines and/or principles/enhanced guidelines for district systems relative to evaluating teachers, a working committee comprised of Federation members, the administration, and the School Committee shall be convened with the objective of revising the present structure of teacher evaluation and professional improvement. This working committee shall present any ultimate agreement to the negotiating committees of both the Federation and the School Committee for the purpose of negotiating said agreement to resolution or impasse, in accordance with Massachusetts General Laws Chapter 71.
2. The parties acknowledge that any changes in the processes may involve mandatory subjects of bargaining relative to other bargaining units within the School District and may therefore require negotiation with other bargaining units prior to the submission of any ultimate resolution to the full Federation membership and the full School Committee membership for ratification.
3. Until all parties agree to the new elements of professional improvement and evaluation or until August 31, 1995, there will be a moratorium on the requirements for vertical salary movement outlined in Section B of this Article. Teachers whose salaries have been previously frozen under Section B of this Article shall be entitled to salary increases or increments and placed at a more appropriate salary and step only when they acquire the credits outlined in Section B of this Article. The aforementioned moratorium shall not apply to such "Frozen Teachers".

ARTICLE XIX PROTECTION

- A. Teachers shall immediately report in writing all cases of assault suffered by them in connection with their employment during school hours or school sponsored activities, to their immediate supervisor. The immediate supervisor shall then report the same to the Superintendent of Schools in writing. A copy of this report shall be given or sent to the teacher; or, the teacher may read and affix his or her signature to said report, thus identifying that said teacher has seen and read the report.
- B. This report shall be forwarded to the School Committee, and the School District shall comply with any reasonable requests from the teacher for information in the District's possession relating to the incident or to the persons involved.
- C. If a teacher is called upon to defend a civil proceeding alleging that the teacher committed an assault and battery arising out of or while in the course of his or her employment or duties as a teacher, and if a court finding or jury verdict is entered in favor of said teacher, then in such event only, the School District shall reimburse said teacher for reasonable attorney's fees incurred, but not to exceed the sum of four hundred dollars (\$400).
- D. If a teacher is called to defend a criminal charge arising out of or while in the course of his or her employment or duties as a teacher, and if said teacher is found not guilty by a court of any such crime, then in such event only, the School District shall reimburse said teacher for reasonable attorney's fees incurred by said teacher, but not to exceed the sum of four hundred dollars (\$400).
- E. All teachers shall be informed of communicable diseases of students in their classes in conformity with State law or regulation.

ARTICLE XX PERSONAL INJURY BENEFITS AND PROPERTY DAMAGE

Whenever a teacher is absent from school as a result of personal injury not due to his/her own negligence, sustained while performing his or her school work, the School District shall act in accordance with General Laws, Chapter 152, Section 69, concerning payment of any allowance and charging of any accumulated sick leave.

ARTICLE XXI INSURANCE AND ANNUITY PLAN

- A. All teachers shall be eligible to receive Blue Cross Master Plan and Blue Shield Medical Prolonged Insurance Coverage, or comparable coverage, for themselves and their dependents in accordance with the provisions of the Blue Cross and Major Medical Plans, or comparable plans, to the extent permitted by Massachusetts General Laws, Chapter 32B; such coverage shall be paid for by the municipality and the teacher in accordance with Massachusetts General Laws, Chapter 32B.

The parties hereby acknowledge that Blue Cross Master Plan and Blue Shield Medical Prolonged Insurance coverage are not options presently available through the Town of North Attleborough, and nothing herein shall be interpreted so as to require the town to

offer Blue Cross Master Plan and Blue Shield Medical Prolonged Insurance coverage, rather than the comparable plans that are presently available. The parties also hereby acknowledge that the Federation and the Board of Selectmen, which was acting on behalf of the School Committee, have negotiated the issue of health insurance coverage and have reached resolution, which the Federation has reported to the School Committee is reflected in the letter of James C. Moynihan to Annemarie DuBois, dated February 26, 2001, (a copy of said letter is attached hereto for information purposes). The parties also hereby acknowledge that said resolution is binding on the School Committee and may not be amended pursuant to Massachusetts General Laws Chapter 150E and C, 32B, unless first negotiated between the parties.

- B. Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370.

ARTICLE XXII TEXTBOOKS AND TEACHING MATERIALS

The School District will continue to provide sufficient textbooks. Selection of textbooks shall take into consideration the reports and recommendations produced under the provisions of Article XVIII and XXIV.

ARTICLE XXIII DEDUCTIONS

- A. The Committee hereby accepts the provisions of Chapter 180 Section 17C of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of North Attleborough all payroll deductions for the payment of dues to The Federation duly authorized by employees covered by this Contract.
- B. The Employer shall provide new employees during the normal human resource hiring process a Federation membership and dues authorization form. Should a new employee have questions about the Federation, the Employer shall direct the employee to the President of the Federation. The Employer shall forward completed forms to the Federation within a reasonable amount of time.
- C. The Committee accepts the provisions of Chapter 149 Section 178B of the General Laws of Massachusetts as amended and in accordance therewith, it agrees to certify to the Treasurer of the Town of North Attleborough the deduction from each payment of salary to its employees such amount or amounts as such employee in a written authorization to such Treasurer may specify for purchasing shares of, or making deposits in, or repaying any loan from the currently accepted credit union(s) of the Town of North Attleborough, provided that all the provisions and requirements of said Section 178B are fully complied with to the satisfaction of said Treasurer. It is further agreed that changes in the amounts to be deducted from the salary of any employee shall be allowed not more than twice in any school year and that all amounts deducted from an employee's salary shall be required to be divisible by five dollars (\$5).

**ARTICLE XXIV
RESEARCH AND DEVELOPMENT PROGRAM**

- A. A research and development program shall exist to take fuller advantage of teacher resources for the improvement of the schools by affording personnel opportunities to work on self-initiated proposals. Proposals for projects to be carried out under the research and development program may include such matters as curriculum planning, evaluation and selection of new materials, development of original materials, plans for implementing new teaching techniques, preparation of student reading lists, setting up experimental laboratory blocks, evaluation of systems, or any other worthwhile endeavor.
- B. Any teacher or teachers may submit to the School Committee through the appropriate administrators, a proposal in which the following are indicated:
1. The nature of the work to be done and what it might accomplish;
 2. The number (and names) of teachers it would involve;
 3. The estimated length of time required to complete the project;
 4. An estimate of expenses for supplies, materials, travel, etc., which the project might involve;
 5. Whether the project would be done under a "released time" or "extended time" plan. (See explanation below.)
- C. The released time plan allows a teacher to work on his project during the normal contract schedule by releasing him from some or all of his teaching duties, as required by the nature of his/her proposal.
- D. The extended time plan allows a teacher to work on his/her project in a period above and beyond the normal school calendar or contract schedule.
- E. Teachers who make a proposal for a project under this program must:
1. Submit their proposal, as described in Section B, to the School Committee no later than October 15, of the school year prior to which the plan will be carried out. Such a proposal must be in writing, but may be in outline form.
 2. Such proposal shall be presented to the Committee in final and detailed form no later than the next December 1 following such October 15.
- F. A teacher or teachers who submit such a proposal will normally receive written notification of the Committee's action on it by March 15. Action by the Committee may take any of the following forms:
1. Approval.

2. Delayed approval. (To be used in the event that the Committee favors the proposal, but lacks sufficient funds for immediate approval, in which case the project will be given consideration for approval at a future time.)
- G. All work on such projects shall be performed on school premises, unless the nature of the work requires otherwise.
- H. The Superintendent of Schools shall be notified as soon as reasonably possible if unforeseen developments make it impossible to carry out an approved project.
- I. A teacher or teachers responsible for a project shall submit a report, upon completion of the project, to the Committee and appropriate administrators setting out the results of their labors.

ARTICLE XXV NO STRIKE CLAUSE

For the duration of this Agreement, the Federation agrees that no officer, representative or Federation employee shall conduct, induce, or encourage any strike, work stoppage, or withholding of services, or engage in any other direct interference with the operation of the school district.

ARTICLE XXVI GENERAL

- A. 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 provision or application 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.
- B. The School District and the Federation agree to share the cost of printing copies of this Agreement in a number sufficient for all members of the bargaining unit provided that the cost to the Federation does not exceed fifty percent (50%) of its actual costs to print the Agreement.
- C. Virtual High School: The High School may utilize the Virtual High School Program, or similar internet based programs of instruction, to supplement, but not to supplant, the High School's Program of Study. The North Attleboro School District and the NAFT acknowledge that the District may amend the Program of Studies from time to time, to reflect changing student enrollments; graduation requirements; student and faculty interests, etc. Nonetheless, the parties further acknowledge that the Virtual High School Program is not intended to reduce the number or variety of courses offered in-house by the District

ARTICLE XXVII REDUCTION IN FORCE

- A. In the event that it becomes necessary for the Superintendent to reduce the number of professional employees in the bargaining unit because of decreases in pupil enrollment, changes in the curriculum, or for reasons of economy, the procedures set forth in this

Article will govern the termination and reemployment of employees who are affected by any such reduction. Prior to implementing a Reduction in Force, the Superintendent and/or his/her designee(s) will schedule a meeting with the Federation to discuss the Reduction.

- B. The Superintendent shall have the sole discretion in determining which position or positions or which type or types of positions are to be eliminated.
- C. In accordance with Massachusetts General Laws, the Employer shall layoff all non-professional status teacher(s) within applicable certification prior to layoffs of any professional status teachers. Nor will such PTS teacher be laid off if there is a less qualified PTS teacher holding the same or similar position for which the more qualified PTS teacher is currently certified.
- D. Seniority shall mean an employee's length of continuous uninterrupted service in years, months and days, commencing with the first date of hiring on a paid basis in the North Attleborough Public Schools. No service shall be credited which was rendered outside this bargaining unit.

Any leave of absence as defined in Article XV (excluding "D") and XVI shall be construed to be non-active service and will not be included in determining the total length of service. However, such leaves will not be construed to break active service and seniority will mean the total number of years, months, and days preceding the leave, added to the total number of years, months and days after resuming active duty after the leave of absence. Employees shall not be credited for seniority purposes for days other than those served in the regular school year as identified on the school calendar.

In cases of identical date of attendant employment, seniority shall be determined by the drawing of lots by such employees or their designees, of such.

- E. In the instance where certification has application, possession of such certification shall have application at the effective date of layoff and not necessarily at the date of notice of intent.
- F. In determining the order in which employees are to be laid off, the Superintendent will evaluate the qualifications of such employees in accordance, in the best interests of students with the criteria set forth in this article, in no particular order.
 - 1. Overall summative ratings resulting from comprehensive evaluations conducted consistent with G.L. c. 71, Section 38 in the last two evaluation cycles.
 - 2. Areas of certification
 - 3. The educational needs of the system
 - 4. Bachelor's degree in area.
 - 5. Advanced degree in area.
 - 6. Course work in area and/or closely related area and/or teaching learning process.
 - 7. Most recent experience in present or projected assignment with emphasis on last five

(5) years.

8. Discipline of a written warning or higher level within the last five (5) years.

In the event that two or more teachers are substantially equal according to the above factors, the least senior teacher shall be laid off first.

- G. Employees to be laid off shall be notified, in writing, where possible by May 1, but in no case later than June 1 of the year preceding the school year in which the layoff will take effect. Said notice shall include the reason(s) for the layoff.
- H. Employees who have been laid off shall be entitled to recall rights for a period of twenty-four (24) months from the effective date of their respective layoffs, during which time they shall have preference for any vacancy or new position which they are qualified to fill in the inverse order of their respective layoff.

An "open position", "vacancy" or "new position" shall be defined throughout this Agreement as one which will be vacant for at least one semester.

- I. Employees laid off under this Article shall be given priority on the substitute list during said recall period if they so indicate in writing to the Superintendent.
- J. Employees laid off under this Article may continue group Health and Life Insurance coverage as provided to the bargaining unit during said recall period, by paying the full amount of the premium of such insurance to the Town Treasurer. Failure to forward full premium payments to the Town Treasurer shall terminate this option.
- K. Teachers who have been laid off shall, during their recall period, be notified by letter sent by certified mail from the Superintendent's office, provided they have left their home address with the Superintendent, of any open position in the system for which they may be eligible under the provisions of Section H of this Article.

An offer of employment shall be defined as a full-time position within the bargaining unit open for at least one semester.

Failure to accept an offer of employment according to the provisions of this Article, within fourteen (14) calendar days from the date of mailing by certified mail to the teacher shall terminate the teacher's recall rights.

- L. Certified teachers on recall who fail to accept an offer of employment shall not lose recall rights unless such vacancy is for a full-time position as described in Section H of this Article.
- M. All benefits, including salary, to which an employee was entitled at the time of layoff, shall be restored in full upon reemployment. All teachers recalled under this Article shall retain whatever rights they held as teachers with professional teacher status prior to layoff.
- N. A list specifying seniority of each member of the bargaining unit shall be prepared by the Superintendent and forwarded to the President of the Federation annually by April 1. This list shall specify seniority as of the following June 30. If unchallenged within ten (10) days

this list shall remain in effect for the next twelve (12) months. A separate seniority list shall be prepared annually for Nurses covered by this Agreement.

Employees from another bargaining unit shall return to the teachers' unit only after all teachers on recall who are qualified for a position(s) are placed.

Employees from another bargaining unit shall only return to an open position as defined in Section H of this Article. Upon return to the teachers' unit, employees from another unit shall be placed on the seniority list as least senior of the members with the same number of years of service.

**ARTICLE XXVIII
PART-TIME POSITIONS**

Persons employed by the School District as part-time personnel shall accrue pro-rated seniority based on total teaching time per day, to the nearest hours. (Example: 4 hours, 20 minutes = 4 hours; 4 hours, 40 minutes = 5 hours.)

**ARTICLE XXIX
AFTER HOURS WORK**

Whenever employees covered by the provisions of this contract receive the pre-approval of the District to work voluntarily in a District program beyond their base work year, as referred to in Article V, above, or volunteer to perform professional duties not otherwise included in this contract before or after their regular hours with the pre-approval of the District in a District program, they shall be compensated for such work at the rate of \$35.00 per hour. Examples of such work include, without limitation, student enrichment activities; instructional duties performed outside of regular work hours pursuant to specific grants; curriculum review and development; course review and development; and, summer school instruction. Such work shall not include any teaching or non-teaching duties referred to in, or performed pursuant to, this contract, including Appendix B, or any duties that do not require the professional qualifications possessed by the employees covered by the provisions of this contract, or any duties that have historically been performed by teachers as part of their regular job duties, such as lesson planning, preparing student evaluations or assisting students who require extra help. The District agrees when posting positions it shall specify the number of hours for which teachers shall be paid for the "after hours" work described in the posting.

**ARTICLE XXX
EARLY RETIREMENT**

A. Upon written notice of intent to retire, a professional employee, who has or will have at least twelve (12) years of service in North Attleborough on the effective retirement date will receive additional compensation according to the following:

FOR RETIREMENT EFFECTIVE JUNE 30, NOTICE BY DECEMBER 1 FOR YEAR OF
ATTAINMENT AGE: OF YEAR OF RETIREMENT

	September 1, 2022 – August 31, 2025	
AGE	45-53	\$7,500
	54-56	\$5,500
	57-59	\$4,500

- B. Notification of retirement must be given, in writing, to the Superintendent of Schools not later than December 1, of the school year of retirement.
- C. Payment of retirement compensation shall be paid in a lump sum by September 30, immediately following retirement.

ARTICLE XXXI NON-DISCRIMINATION

The District will not discriminate against any bargaining unit employee because of his or her being in a class protected by MGL c.151B. While this section is subject to the grievance procedure, no grievance regarding Article XXXI may be pursued to arbitration.

ARTICLE XXXII ELECTRONIC GRADING

- A. Guidelines
 - 1. Responsibility for back-up of the electronic grading system shall be by the Employer.
 - 2. A filter shall be used to block all personal information other than a teacher's email address and name on the portal.
 - 3. The Employer shall be responsible for providing reasonable training to bargaining unit employees around electronic grading software. The Employer shall not require bargaining unit employees to attend trainings during off work hours.
 - 4. All teachers shall have access to computers with grading software installed, both on their classroom computers and on additional school computers. There is no requirement that teachers install grading software on their personal computers.
 - 5. Administration shall be responsible for the 'inputting' of parent email addresses.
 - 6. Teachers shall be responsible for updating the grades on their students within a reasonable period.
 - 7. The types of grades (numerical vs alphabetical) and the manner (grouping, percentages, categories) of inputting assignments/tests grades, is at the individual teacher's discretion. Reporting of quarterly grades and final grades shall be consistent with grade level report cards.
 - 8. The Administration shall be responsible for explaining the electronic grading system to parents at parent meetings.
 - 9. Progress reports, report cards, and comments shall be made available online. However, in certain cases, grades will be in paper form and mailed home. If a parent requests a paper form of the grades, it will be the Administration's responsibility to provide this information to the parent.
 - 10. Teachers shall be required to record attendance on the electronic grading system within the first 15 minutes of class.

11. Quarterly grades shall be considered tentative until progress reports and final grades are verified.
12. Questions about student grades shall be addressed to the teacher.

B. Changes to Grading Procedures

1. A standing committee comprised of equal numbers of Federation and Administration members will be appointed to recommend relevant changes to the Electronic Grading System. Any changes to working conditions, as it relates to electronic grading, shall be negotiated with the Federation.

**ARTICLE XXXIII
SCHOOL COMMUNITY FREE OF BULLYING**

The Federation and the Employer are committed to a school environment free of bullying. There shall be a standing committee comprised of an equal number of Federation and management representatives. School department employees who seek assistance with the resolution of an interpersonal, student, and/or parental conflict shall notify the committee. That committee will meet with the employees provided recommendations, and where necessary make a written report to the Superintendent of Schools. This committee shall act confidentially and information gathered from this committee shall not be disciplinary. Bargaining unit employees who participate on the committee shall earn the appropriate number of professional development points. This provision does not prohibit any employee from seeking assistance via any other school department policy or statute. Any employee who makes a request for assistance from this committee shall not be subject to retaliation.

**ARTICLE XXXIV
STUDENT CODE OF CONDUCT**

The Employer shall, as much as reasonably possible, equally and fairly enforce the Student Code Of Conduct. Bargaining unit employees and principals shall meet to review building-based discipline trends and expectations.

**ARTICLE XXXV
CHANGES TO CURRICULUM**

The Employer will seek teacher input during the development of new curriculum and initiatives. The new curriculum or district initiatives(s) shall be vetted by the Employer and there shall be a commitment to provide support to bargaining unit members during implementation.

**ARTICLE XXXVI
FEDERATION RIGHTS**

- A. New Employee Federation Orientation – The Employer shall provide the Federation at least thirty (30) minutes if not combined with a meal or sixty (60) minutes if combined with a meal to orient its members on the new employee day.
- B. Convocation Address – The Employer shall provide the President of the Federation the

opportunity to address the attendees at the convocation assembly. This includes all union and non-union representatives.

- C. President Federation Leave – On an as needed basis, in the sole judgment of the Superintendent, the President of the Federation may be released to conduct Union business, with no loss of pay. The Federation shall reimburse the Employer the cost of the substitute teacher.

If and when the Town of North Attleborough mandates bi-weekly pay and/or mandates direct deposit, the bargaining unit members agree to both of these changes provided that the Town of North Attleborough provides a two month written notice to the President of the Federation, provides statements (and should those statements be provided electronically, the Employer shall allow unit members to print them at work), and any member with a valid hardship may be excused from direct deposit.

XXXVII DURATION

This Agreement shall take effect on September 1, 2022, and shall continue in full force and effect through August 31, 2025.

IN WITNESS WHEREOF, the Parties hereunto set their hands and seals this 17th day of February 2023.

NORTH ATTLEBOROUGH SCHOOL COMMITTEE

BY 

NORTH ATTLEBORO FEDERATION OF TEACHERS

BY 

Witness to all signatures:



**North Attleborough Public Schools
Salary Schedule
Teachers & Nurses**

Step	FY 2023						
	B	B15	B30	M	M30	CAGS	PHD
1	50,902	51,385	51,764	55,721	57,192	58,402	59,345
2	52,937	53,440	53,835	57,952	59,478	60,737	61,718
3	55,056	55,579	55,988	60,268	61,858	63,167	64,187
4	57,258	57,802	58,228	62,678	64,331	65,692	66,755
5	59,548	60,115	60,556	65,185	66,904	68,321	69,424
6	61,930	62,522	62,979	67,793	69,582	71,054	72,201
7	64,406	65,021	65,499	70,504	72,364	73,898	75,090
8	66,984	67,621	68,116	73,325	75,258	76,852	78,092
9	69,663	70,327	70,843	76,257	78,269	79,927	81,217
10	72,449	73,139	73,677	79,307	81,399	83,122	84,466
11	75,346	76,065	76,623	82,480	84,657	86,448	87,844
12	78,362	79,107	79,687	85,781	88,043	89,907	91,356
13	81,494	82,271	82,876	89,210	91,563	93,500	95,013
14	84,756	85,563	86,190	92,780	95,227	97,243	98,812

Step	FY 2024						
	B	B15	B30	M	M30	CAGS	PHD
1	52,174	52,669	53,058	57,114	58,622	59,682	60,828
2	54,261	54,776	55,180	59,401	60,695	62,255	63,261
3	56,433	56,969	57,388	61,775	63,405	64,747	65,791
4	58,689	59,247	59,683	64,245	65,939	67,334	68,424
5	61,037	61,618	62,070	66,814	68,576	70,029	71,160
6	63,478	64,085	64,554	69,487	71,321	72,831	74,006
7	66,016	66,647	67,136	72,267	74,174	75,745	76,967
8	68,658	69,312	69,819	75,158	77,140	78,773	80,045
9	71,404	72,085	72,614	78,163	80,226	81,925	83,248
10	74,260	74,968	75,519	81,290	83,434	85,200	86,577
11	77,229	77,967	78,538	84,542	86,773	88,609	90,041
12	80,321	81,084	81,679	87,926	90,244	92,155	93,640
13	83,531	84,327	84,948	91,440	93,852	95,838	97,388
14	86,875	87,702	88,345	95,100	97,607	99,674	101,282

Step	FY 2025						
	B	B15	B30	M	M30	CAGS	PHD
1	53,348	53,854	54,252	58,399	59,941	61,209	62,197
2	55,482	56,008	56,422	60,738	62,337	63,656	64,685
3	57,703	58,251	58,679	63,165	64,831	66,203	67,272
4	60,009	60,580	61,026	65,691	67,422	68,850	69,963
5	62,410	63,005	63,467	68,317	70,119	71,604	72,761
6	64,907	65,527	66,006	71,051	72,926	74,469	75,671
7	67,501	68,146	68,647	73,893	75,842	77,449	78,699
8	70,203	70,871	71,390	76,849	78,875	80,546	81,846
9	73,011	73,707	74,247	79,922	82,031	83,768	85,121
10	75,931	76,655	77,218	83,119	85,311	87,117	88,525
11	78,967	79,721	80,306	86,444	88,726	90,603	92,066
12	82,128	82,909	83,517	89,904	92,274	94,228	95,747
13	85,411	86,225	86,859	93,498	95,964	97,994	99,580
14	88,830	89,676	90,332	97,239	99,804	101,917	103,561

**North Attleborough Public Schools
Appendix B
Special Compensation**

	2.25% 2022-2023	2.5% 2023-2024	2.25% 2024-2025
Class Advisors			
Senior Class (2)	2,246	2,302	2,354
Junior Class (2)	1,146	1,175	1,201
Sophomore Class	1,061	1,088	1,112
Freshman Class	1,015	1,040	1,063
Science Fair			
NAHS Coordinator	3,370	3,454	3,532
High School Assistant(s)	1,764	1,808	1,849
NAMS (2)	1,764	1,808	1,849
Science Club			
High School	1,764	1,808	1,849
Science Equipment Maintenance			
High School	3,706	3,799	3,884
Yearbook			
NAHS Coordinator	6,002	6,152	6,290
NAMS Coordinator	1,765	1,809	1,850
Business Assistants	1,061	1,088	1,112
Music			
High School Jazz Band	2,173	2,227	2,277
Middle School Jazz Band	2,173	2,227	2,277
High School Jazz Choir	2,173	2,227	2,277
Middle School Jazz Choir	2,173	2,227	2,277
High School Choir	2,173	2,227	2,277
Marching Band Director	2,173	2,227	2,277
Marching Band Assistant: Color Guard	1,410	1,445	1,478
Marching Band Assistant: Percussion	1,410	1,445	1,478
Winter Guard Instructor	1,410	1,445	1,478
Band Camp Director	4,238	4,344	4,442
HS Spring Musical: Vocal Director	1,236	1,267	1,296
HS Spring Musical: Instrumental Director	1,236	1,267	1,296
High School Percussion Ensemble	1,067	1,094	1,119
Honors Band Director, Elementary	1,067	1,094	1,119
Accompanist	725	743	760
Theater			
Coordinator	6,175	6,329	6,471
Assistants (2 per production)	883	905	925
Technical Advisors (2 per production)	883	905	925
School Store HS			
Coordinator	1,764	1,808	1,849
Business Assistant	883	905	925
General Positions			
Student Council, NAHS (2)	1,764	1,808	1,849
Newspaper, HS	1,587	1,627	1,664
National Honor Society (2)	1,410	1,445	1,478
Language Honor Society	1,410	1,445	1,478
College Bowl	883	905	925
Debate Team	797	817	835
Model UN	883	905	925
Model Senate	883	905	925
Math Team	1,146	1,175	1,201
Galadrial Advisor	1,940	1,989	2,034
Video Club	1,587	1,627	1,664
Art Club	883	905	925
Student Awareness Advisor	706	724	740
Peer Mediation Advisor	529	542	554
SADD	2,649	2,715	2,776
Peer Leadership	2,649	2,715	2,776
Heritage Day, NAMS (2)	1,976	2,025	2,071

Student Council, NAMS	1,765	1,809	1,850
SCAR Advisor	1,061	1,088	1,112
Building Bridges Advisor - NAHS	1,061	1,088	1,112
Building Bridges Advisor - NAMS	1,061	1,088	1,112
Leo Club	1,061	1,088	1,112
Destination Imagination	866	888	908

**Counselors, IEP Chairpersons,
School Psychologists**

Guidance Counselors *	1,236	1,267	1,296
Adjustment Counselors *	1,236	1,267	1,296
School Psychologists *	1,236	1,267	1,296
Team Chairperson *	1,236	1,267	1,296

* In addition to the stipend, the positions of Adjustment Counselor, School Psychologist, and IEP Chairpersons may be required to work up to an additional five (5) days outside of the teachers' contract year, and Guidance Counselors shall be required to work an additional five (5) days outside the teachers' contract year, at the individual employee's per diem rate. Additional time at the individual employee's per diem rate may be required upon the recommendation of the Superintendent. Total additional time may not exceed three (3) weeks beyond the teachers' contract year, except by agreement between the Superintendent and the individual employee.

Supervisor / Evaluator Positions

	Days <u>per diem</u>			
Head Nurse *	5			
Health Coordinator *	5			
Reading Coordinator *	5			
Physical Education Director *	5			
Humanities Coordinator, JHS *	10			
Head Guidance Counselor *	20	3,706	3,799	3,884
English Department Head, HS *	5			
Foreign Language / Art Dept Head, HS *	5			
History Department Head, HS *	5			
Math Department Head, HS *	5			
Science Department Head, HS *	5			
Title I Coordinator *	10			
Technical Occupation Education Department Head, HS *	5			
Music Director K-12	5			
Art Coordinator K-12	5			
Curriculum Instructional Leader	5	3,426	3,512	3,591
ELA				
World Language				
Humanities (History, Psychology)				
Math/Business				
PE/Health and Wellness				
Science				
Special Education				
Music/Art				

* In addition to the above stipend, and the incumbent's per diem salary for additional days, the incumbent will receive a specific dollar amount for each full- and part-time person supervised. The total of full-time and part-time persons supervised will determine their placement on the scale below, as well as the dollar amount paid.

Total Persons Supervised

1 - 7	per Full-Time	258	264	270
8 - 14	per Full-Time	266	273	279
15 - 21	per Full-Time	272	279	285
22 - 30	per Full-Time	280	287	293
1 - 7	per Part-Time	60	62	63
8 - 14	per Part-Time	71	73	75
15 - 21	per Part-Time	76	78	80
22 - 30	per Part-Time	87	89	91

Example: Supervision of 6 full-time plus 2 part-time totals 8 persons supervised. The incumbent would be paid at the 8 -14 range.

Miscellaneous Positions			
Head Teachers	5,295	5,427	5,549
Administrative Liaisons	4,412	4,522	4,624
Crisis Intervention Team Coordinator	355	364	372
Crisis Intervention Assistant (9:1 in ea school)	87	89	91
Future Teachers Club	1,269	1,301	1,330
SWAP, HS	3,176	3,255	3,328
Instructional Media, HS	5,557	5,696	5,824
Instructional Media, NAMS	2,735	2,803	2,866
MCAS Specialist	9,868	10,115	10,343
Mentors Coordinator (3)	2,997	3,072	3,141
Mentors	2,135	2,188	2,237
Extended Day Detention Supervisor (per session worked)	79	81	83
Transitional Night School Coordinator	12,667	12,984	13,276
School Committee Video	2,487	2,549	2,606
Computer			
Maintenance & Repair (per hour)	50	51	52
Technician (per hour)	79	81	83
Attendance & Grades Technician	7,861	8,058	8,239
Grades & Data Entry Technician	5,108	5,236	5,354
Webmaster	483	495	506
<u>Coaches' Salary Schedule</u>			
Football			
Head Coach	9,352	9,586	9,802
Assistant Coach (3)	5,391	5,526	5,650
JV Coach	5,295	5,427	5,549
Freshman Coach	4,767	4,886	4,996
Cross-Country: Boys & Girls			
Head Coach	3,706	3,799	3,884
Basketball: Boys & Girls			
Head Coach	7,412	7,597	7,768
JV Coach	4,641	4,757	4,864
Freshman Coach	3,706	3,799	3,884
Grade 8	2,649	2,715	2,776
Grade 7	2,649	2,715	2,776
Gymnastics			
Head Coach	5,119	5,247	5,365
Assistant Coach	3,407	3,492	3,571
Indoor Track: Boys & Girls			
Head Coach	4,590	4,705	4,811
Assistant Coach	3,407	3,492	3,571
Wrestling			
Head Coach	5,295	5,427	5,549
JV Coach	3,407	3,492	3,571
Baseball			
Head Coach	6,175	6,329	6,471
JV Coach	3,883	3,980	4,070
Freshman Coach	3,442	3,528	3,607
Softball			
Head Coach	6,175	6,329	6,471
JV Coach	3,883	3,980	4,070
Freshman Coach	2,967	3,041	3,109
Spring Track: Boys & Girls			
Head Coach	5,383	5,518	5,642
Assistant Coach	3,442	3,528	3,607
Field Hockey			
Head Coach	5,471	5,608	5,734

JV Coach		3,308	3,391	3,467
Freshman Coach		2,967	3,041	3,109
Soccer: Boys & Girls				
Head Coach		5,383	5,518	5,642
JV Coach		3,351	3,435	3,512
Freshman Coach		2,967	3,041	3,109
Tennis: Boys & Girls				
Head Coach		3,988	4,088	4,180
Golf				
Head Coach		2,997	3,072	3,141
Volleyball				
Head Coach		4,941	5,065	5,179
JV Coach		3,407	3,492	3,571
Freshman Coach		2,967	3,041	3,109
Ice Hockey				
Head Coach		6,236	6,392	6,536
JV Coach		4,758	4,877	4,987
Lacrosse: Boys & Girls				
Head Coach		6,175	6,329	6,471
JV Coach		3,883	3,980	4,070
Swimming: Boys & Girls				
Head Coach		4,118	4,221	4,316
Cheerleaders				
Coordinator		1,680	1,722	1,761
Football		1,587	1,627	1,664
Football JV		1,368	1,402	1,434
Basketball		1,587	1,627	1,664
Basketball JV		1,368	1,402	1,434
Soccer		1,503	1,541	1,576
Competition Squad		1,503	1,541	1,576
Weight Room Supervisor				
		5,295	5,427	5,549
Trainer				
		34,415	35,275	36,069
Intramurals				
Coaches Salaries (hourly)		16	16	16
Hours of service not to exceed thirty (30)				
hours per season.				
Events Facilitators				
Football Ticket Supervisor	per game	88	90	92
Ticket Sellers	per game	65	67	69
Ticket Collector	per game	56	57	58
Soccer Ticket Sellers	per game	65	67	69
Basketball Ticket Supervisor	per game	65	67	69
Ticket Sellers	per game	65	67	69
Ticket Collector	per game	50	51	52
Scoreboard Operators				
Basketball & Wrestling	per game	45	46	47
Track Meet Starter	per meet	73	75	77
Track Meet Judge	per meet	50	51	52
Van Driver				
Golf	per meet	36	37	38
Tennis	per match	36	37	38

Appendix C

Teacher Evaluation Instrument

SECTION I: PHILOSOPHY

We believe that all children can learn, and that our main purpose is to educate students to the maximum of their potential. We also recognize that teachers are life-long learners who thrive in a collegial, supportive and trusting atmosphere. Teachers and teaching are the heart and soul of the educational process, and teacher performance makes a difference in the achievement of our students. The dynamics of what teachers do and how they do it are central to the success of any educational environment. Through the evaluation process, as established by this document, the District undertakes the level of commitment to teachers in terms of direction, support and professional development which is requisite if we are to ensure the continued success of our students. To that end, the District and the Federation herein adopt standards and procedures designed to foster continuous examination of professional skills, foster professional growth, to commend professional achievement, to provide a rational and reliable basis for making recommendations for the improvement of professional practice and instruction, to identify and attempt to improve unacceptable performance, and, to provide a basis for making personnel and employment decisions.

We have prepared this document as a guide for teachers and evaluators to improve instruction for our students. Evaluation should be a trusting, supportive, collegial and interactive process, by which we assess teacher performance in an ongoing effort to provide the best education possible for our students.

SECTION II: PURPOSE

We conduct evaluations because we are committed to improving our schools in order to provide optimal, effective and quality educational services. The evaluation procedures contained within this document are provided to:

- A. assist the individual teacher in providing a high quality education for students;
- B. provide a means of periodically assessing individual performance of a teacher over time;
- C. provide information to identify staff members' current performance levels, areas in which improvement is needed, and suggestions that will lead to professional improvement;
- D. identify exceptional educational practices and superior teaching performance;
- E. identify negative educational practices and unacceptable teaching performance; and,
- F. provide data for personnel decisions relating to renewal, promotion, assignment, remediation and dismissal. Nothing herein shall be interpreted to require the

utilization of this evaluation process prior to the disciplining of a teacher for misconduct, rather than for unacceptable performance. The District and the Federation hereby acknowledge that through the adoption of the rubrics, standards, indicators, and timelines as shown on the Teacher Evaluation Flowcharts and process including the five-step cycle provided herein they have achieved the aforementioned objectives .

SECTION III: GUIDING PRINCIPLES FOR TEACHER EVALUATION

- A. The performance standards are measurable.
- B. The performance standards reflect and allow for significant differences in assignments and responsibilities. The evaluator shall recognize these differences in assignments and responsibilities in the evaluation reports.
- C. The performance standards are shared with the person being evaluated in advance of the evaluation process.
- D. The purpose of evaluation is stated clearly, in writing, to the person being evaluated.
- E. The evaluation process is free of racial, sexual, religious and other discrimination and biases as defined in state and federal laws.
- F. Anytime the evaluator makes a negative entry on an Evaluator Record of Evidence Form the evaluator shall provide a copy to the teacher within two school days of the observation. Anytime the evaluator makes a positive entry on an Evaluator Record of Evidence Form the evaluator shall provide a copy to the teacher within five school days of the observation. In every case the teacher shall sign a copy of the form and return it to the evaluator within two school days of the teacher's receipt. The teacher's signature acknowledges only receipt and does not necessarily indicate agreement with the evaluator's comments.
- G. The person being evaluated shall be entitled to gather and provide additional information on his/her performance.
- H. The person being evaluated shall be entitled to respond in writing to the Evaluation Reports/Record of Evidence Form entries. The responses may be attached to the report as a part of his/her permanent record.
- I. Prior to a teacher signing an evaluation, all information in the Formative or Summative Evaluation will be reviewed with the teacher at a Post Evaluation Conference. This process ensures that there are no surprises.
- J. The evaluation process includes systematic methods to empower teachers to be life-long learners, to recognize teachers whose performance is exceptional, to identify and support teachers whose performance can be improved, and to replace teachers whose performance is unacceptable; and ensures that the commitment of the District and the teachers to the professional development of all staff is ongoing.

- K. As this Appendix C has expressly stated, the District and the Federation agree that the philosophy and purpose of evaluations focus on the improvement of schools, student learning opportunities, and teacher and administration growth. Teacher evaluation must include coherence between any growth objectives noted in a teacher's evaluation and the overall District objectives. The individual teacher's objectives should connect to those of other teachers on the same team, in the same school, in the same District and to the District's overall objectives. The District and the Federation agree that it is important to foster collaboration and communication, in multiple forms, between the teacher, other teachers on the same team and in the same District as well as between the teacher and evaluator and other members of the District administration, and that individual teacher objectives should accommodate such collaboration and communication. The parties hereby acknowledge the DESE regulations at 603 CMR 35.00 et seq. and agree that this Appendix C has been developed collaboratively, and that it incorporates all of the principles of evaluation set forth in those regulations and is consistent with those regulations.

SECTION IV: MAKING EVALUATION WORK

The District and the Federation agree that an essential element of the District's evaluation process is that all teachers and evaluators receive appropriate training in the evaluation process, consistent with the terms of this Appendix C. The District and the Federation shall continue to work collaboratively on the development of appropriate and effective training and to ensure that training is made available to, and utilized by, all who require it.

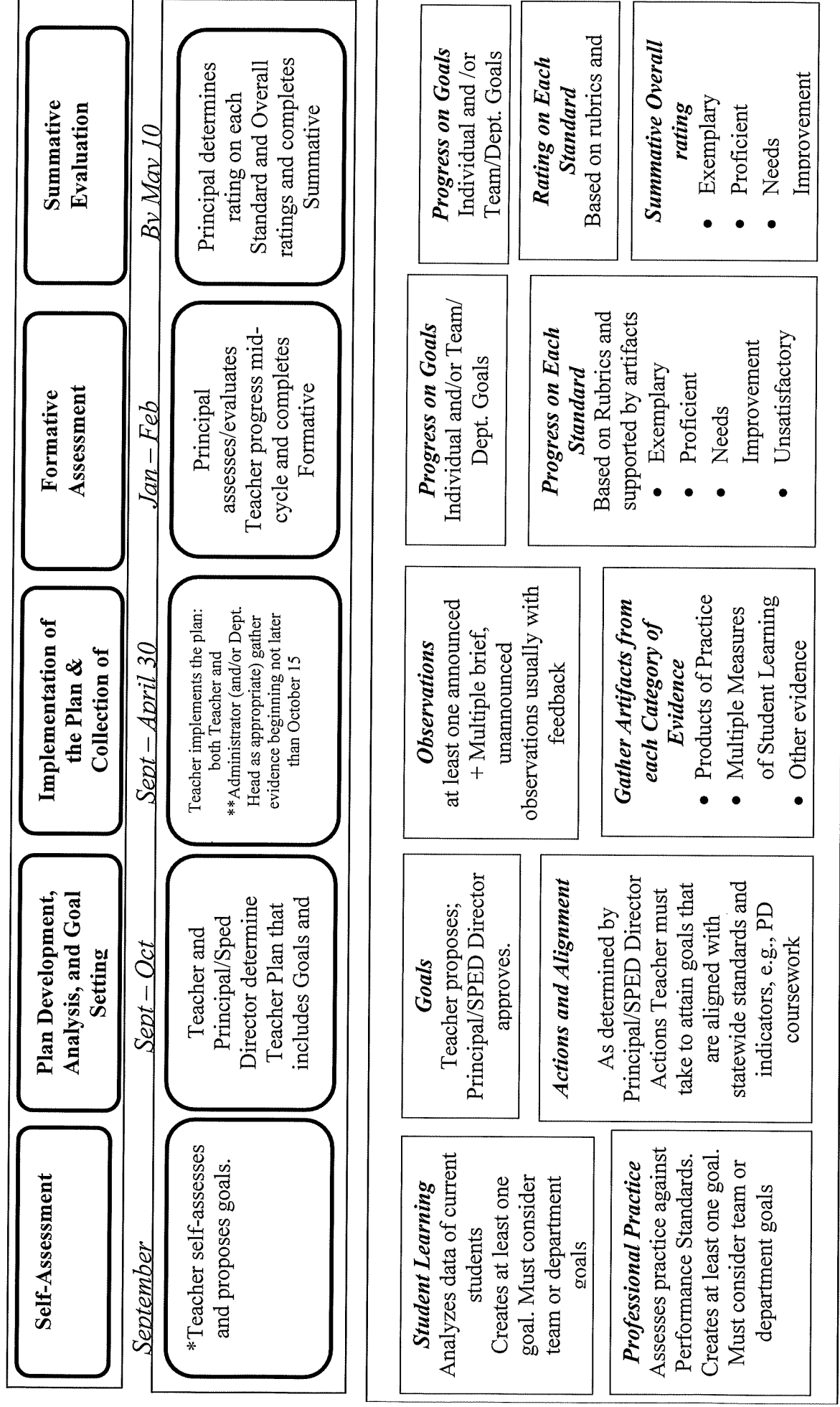
SECTION V: TEACHER EVALUATION PROCESS AND FLOWCHARTS

- A. Evaluation Cycle: There shall be a five component process that all teachers follow consisting of 1) Self-Assessment; 2) Goal Setting and Teacher Plan Development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- B. There shall be four types of Teacher Plans:
- i. Developing Teacher Plan, which shall mean a plan developed by the teacher and the evaluator for one school year or less for a teacher without Professional Teacher Status or, at the discretion of an evaluator, for an teacher in a new assignment.
 - ii. Self-directed Growth Plan, which shall mean a plan of one or two school years for experienced teachers who are rated proficient or exemplary, developed by the teacher.
 - iii. Directed Growth Plan, which shall mean a plan of one school year or less for teachers who are in need of improvement, developed by the teacher and the evaluator.

- iv. Improvement Plan, which shall mean a plan of at least thirty calendar days and no more than one school year for teachers who are rated unsatisfactory, developed by the evaluator with goals specific to improving the teacher's unsatisfactory performance.

C. The evaluation process is illustrated on the following flowcharts.

Teacher Evaluation: Flowchart One-Year Cycle **Developing Teachers and Teachers without Professional Teacher Status**



*Teacher includes all members of bargaining unit

**Administrator includes Principals, Asst. Principals, SPED Director, Asst. SPED Director, Athletic Director

Teacher Evaluation: Two – Year Cycle **Proficient and Exemplary Teachers with Professional Teacher Status**

Self-Assessment	Plan Development, Analysis, and Goal Setting	Implementation of the Plan & Collection of Evidence	Formative Evaluation	Summative Evaluation
<div>September Yr. 1</div> <div>Sept. – Oct Yr. 1</div> <div>Sept. Yr 1 – May Yr. 2</div> <div>May – June 10, Yr. 1</div> <div>May – June, 10 Yr 2</div>				
*Teacher self-assesses and proposes goals.	Teacher and Principal/SPED Director determine Teacher Plan that includes goals and	Teacher implements the Plan: both Teacher and **Administrator (and/or Dept. Head as appropriate) gather evidence	Principal evaluates Teacher progress; at end of Yr 1. Same rating as before unless “significant change”	Principal determines rating on each Standard and Overall rating and completes Summative Evaluation
<div>Student Learning</div> Analyzes data of current students Creates at least one goal. Must consider team or department goals	<div>Goals</div> Teacher proposes; Principal/SPED Director approves	<div>Observations</div> At least one announced + Multiple brief, unannounced observations usually	<div>Progress on Goals</div> Individual and/or Team/ Dept. Goals	<div>Progress on Goals</div> Individual and /or Team/Dept. Goals
<div>Professional Practice</div> Assesses practice against Performance Standards. Creates at least one goal. Must consider team or department goals	<div>Actions and Alignment</div> Actions Teacher must take to attain goals that are aligned with state, district, and school goals, standards and indicators, e.g., PD coursework	<div>Gather Artifacts from each Category of Evidence</div> <ul style="list-style-type: none">Products of PracticeMultiple Measures of Student LearningOther evidence	<div>Progress on Each Standard</div> Based on Rubrics and supported by artifacts <ul style="list-style-type: none">ExemplaryProficientNeeds ImprovementUnsatisfactory	<div>Rating on Each Standard</div> Based on rubrics and
			<div>Summative Overall rating</div> <ul style="list-style-type: none">ExemplaryProficientNeeds ImprovementUnsatisfactory	

Guide to Teacher Rubric

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

Structure of the Teacher Rubric

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

Use of the Teacher Rubric

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

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

Teacher Rubric At-A-Glance

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

How to reference parts of the rubric:

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

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

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Indicator I-A. Curriculum and Planning: Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.				
I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills in the subject.	Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.	Demonstrates expertise in subject matter and the pedagogy it requires by engaging all students in learning experiences that enable them to synthesize complex knowledge and skills in the subject. Is able to model this element.
I-A-2. Child and Adolescent 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.

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

	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, using district provided 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, using district provided materials, resources, and grouping.	Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, using district provided materials, resources, technologies, and grouping.	Develops well-structured and highly engaging lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, using district provided materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.				
I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	Individually and with colleagues, draws conclusions from a thorough analysis of a wide range of assessment data to improve student learning.	Individually and with colleagues, draws 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, when provided time by the district	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, when provided time by the district	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, when provided time by the district	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, when provided time by the district 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.

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

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

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.

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.				
II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.	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.

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

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

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.				
III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	Rarely communicates with families except through report cards; rarely solicits or responds promptly and carefully to communications from families.	Relies primarily on newsletters and other one-way media and usually responds promptly to communications from families.	Uses two-way communication with families about student performance and learning and responds promptly and carefully to communications from families.	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.

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the Teacher'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.

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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.	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-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.

Standards and Indicators of Effective Teaching Practice:

Teacher Rubric

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

Guide to Specialized Instructional Support Personnel (SISP) Rubric

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

Structure of the Specialized Instructional Support Personnel (SISP) Rubric

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

Use of the Specialized Instructional Support Personnel (SISP) Rubric

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

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

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

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

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

How to reference parts of the rubric:

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

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

Standards and Indicators of Effective Teaching Practice:

Specialized Instructional Support Personnel Rubric

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

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

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

*Standards and Indicators of Effective Teaching Practice:
Specialized Instructional Support Personnel Rubric*

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development ¹	Develops or contributes to the development of plans that are not timely and/or not tailored to the needs of individual students; or, plans do not include appropriate supports or measurable outcomes that would enable students to meet the goals and objectives of the plan.	Develops or contributes to the timely development of plans that respond to some but not all relevant individual student needs, and/or plans that lack sufficient measurable outcomes or supports that enable students to meet all goals and objectives of the plan.	Develops or contributes to the timely development of well-structured plans with measurable outcomes that respond to all relevant individual student needs, and include individual supports that enable students to meet the goals or objectives of the plan.	Develops or contributes to the timely development of comprehensive, well-structured plans with measurable outcomes that respond to all relevant individual student needs, are coordinated with other plans relevant to those students, and include supports that enable students to meet all goals or objectives of the plan. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons (which may include individual and group activities or sessions) with inappropriate student engagement strategies, pacing, sequence, activities, using district provided materials, resources, and/or grouping.	Develops lessons (which may include individual and group activities or sessions) with only some elements of appropriate student engagement strategies, pacing, sequence, activities, using district provided materials, resources, and grouping.	Develops well-structured lessons (which may include individual and group activities or sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, provided materials, resources, technologies, and grouping.	Develops well-structured and highly engaging lessons (which may include individual and group activities and sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, using district provided materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

¹ "Plan" is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCPs), Career Plans, and 504 Plans. The type of plan that an educator is responsible for depends on the educator being evaluated; both the educator and evaluator should understand and agree upon the definition relevant to the educator's role.

*Standards and Indicators of Effective Teaching Practice:
Specialized Instructional Support Personnel Rubric*

Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.				
I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers assessments and/or collects only the data required by the school and/or measures only point-in-time student achievement or development.	May design and administer assessments and/or collect some data to measure student learning, growth, or development, but uses a limited range of methods.	Designs and administers assessments and/or collects data to measure student learning, growth, and/or development through a variety of methods, including informal and formal assessments and common interim assessments where applicable.	Uses an integrated, comprehensive assessment system, including informal and formal assessment methods and common interim assessments where applicable, to measure student learning, growth, and development. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice by identifying and/or implementing appropriate differentiated interventions, supports, and programs based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice and identifies and/or implements appropriate differentiated interventions, supports, and programs for students.	Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, and programs for students.	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, or programs for individuals and groups of students and appropriate modifications of plans. Is able to model this element.

Standards and Indicators of Effective Teaching Practice

Specialized Instructional Support Personnel Rubric

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

I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not analyze data and/or draw conclusions from data beyond completing minimal requirements.	Draws conclusions from a limited analysis of data to inform student learning, growth, and development.	Individually and with colleagues, draws conclusions about programs, plans, and practices from a thorough analysis of a wide range of data to improve student learning, growth, and development.	Individually and with colleagues, draws actionable conclusions about programs, plans, and practices from a thorough analysis of a wide range of data that improve short- and long-term planning decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback from them about practices that will support improved student learning and/or development when provided time by the district.	Only occasionally shares with colleagues conclusions about student progress and/or seeks feedback from them about practices that will support improved student learning and/or development when provided time by the district.	Regularly shares with appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions about student progress and seeks feedback from them about practices that will support improved student learning and/or development when provided time by the district.	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning and/or development when provided time by the district. Is able to model this element.
I-C-3. Sharing Conclusions With Students and Families	Provides little or no feedback on student growth or progress except through minimally required reporting or provides inappropriate feedback that does not support students to grow and improve.	Provides some feedback about student growth or progress beyond required reports but rarely shares strategies for students to grow and improve.	Based on assessment results and/or other data, provides descriptive feedback and engages students and families in constructive conversation that focuses on student growth and improvement.	Establishes early, constructive feedback loops with students and families that create a dialogue about student growth, progress, and improvement. Is able to model this element.

Standards and Indicators of Effective Teaching Practice Specialized Instructional Support Personnel Rubric

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

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

Standards and Indicators of Effective Teaching Practice

Specialized Instructional Support Personnel Rubric

Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.				
II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.	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 risks or challenge themselves.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take risks.	Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take risks; and challenge themselves to succeed.	Consistently supports students to identify their strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Is able to model this element.

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

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

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.				
II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Clear Expectations	Does not make specific standards for student work, effort, interactions, and behavior clear to students.	May communicate specific standards for student work, effort, interactions, and behavior, but inconsistently or ineffectively enforces them.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	Clearly communicates and consistently enforces specific standards for student work, effort, interactions, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot accomplish challenging goals. .	May tell students that a goal is challenging and that they need to work hard but does not model ways students can accomplish the goal through effective effort. .	Effectively models and reinforces ways that students can set and accomplish challenging goals through effective effort, rather than having to depend on innate ability.	Effectively models and reinforces ways that students can consistently accomplish challenging goals through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Occasionally adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/ supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities. Is able to model this element.

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

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

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

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Learning Expectations	Does not inform parents about learning, behavior, and/or wellness expectations.	Sends home only a list of rules/expectations and an outline of the student learning, behavior, or wellness plan for the year.	Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.	Successfully conveys to most parents clear, user-friendly student learning, behavior, and wellness expectations. Is able to model this element.
III-B-2. Student Support	Rarely, if ever, communicates with parents on ways to support learning and development at home or at school.	Sends home occasional suggestions on how parents can support learning and development at home or at school.	Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.	Regularly communicates with parents to share and/or identify strategies for supporting learning and development at school and home, successfully encourages most families to use at least one of these strategies, and seeks out evidence of their impact. Is able to model this element.

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

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

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

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

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

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

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.				
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on student performance and/or development.	Does not consistently collaborate with colleagues in ways that support productive team effort.	Consistently and effectively collaborates with colleagues through shared planning and/or informal conversation in such work as: analyzing student performance and development and planning appropriate interventions at the classroom or school level.	Facilitates effective collaboration among colleagues through shared planning and/or informal conversation in such work as analyzing student performance and development and planning appropriate, comprehensive interventions at the classroom and school level. Is able to model this element.
IV-C-2. Consultation	Regularly provides inappropriate advice; does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and/or fails to offer advice when appropriate.	Provides advice and expertise to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for only some students for whom responsibility is shared, or sometimes provides advice that is inappropriate or poorly customized.	Regularly provides appropriate advice and expertise that is customized to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for whom responsibility is shared.	Utilizes a variety of means to regularly provide advice and expertise that is customized to support general education teachers and other colleagues to successfully create appropriate and effective academic, behavioral, and social/emotional learning experiences for students. Is able to model this element.

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

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

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.				
IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	Within and beyond the classroom, consistently reinforces schoolwide behaviors 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.

Standards and Indicators of Effective Teaching Practice: Specialized Instructional Support Personnel Rubric

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

Attachment One: Overview of Forms for Teacher Evaluation

The forms included in this Attachment are suggested templates, provided as tools to support Teachers and evaluators as they implement the new Teacher evaluation framework. For all of these forms, additional pages may be attached as needed.

- **Teacher Tracking Sheet.** This form is intended to be used to track the completion of each step throughout the Teacher's evaluation process. It will be completed by the Teacher in conjunction with his/her primary (and possibly supervising) evaluator.
- **Self-Assessment Form.** This form is intended to be used in support of Step 1: Self-Assessment, the Teacher's initial step of the cycle. The form can be used by individuals or teams; however, each individual will need to submit a self-assessment. Evaluators sign the form to indicate receipt. The form includes sections for the Teacher to complete an analysis of student learning, growth, and achievement and an assessment of practice against performance standards. Submission of this form will be noted and initialed on the **Teacher Tracking Sheet**.
- **Goal Setting Form.** This form is intended to be used in support of Step 1: Self-Assessment **and** Step 2: Goal Setting and Plan Development. Individuals and teams may use this form to propose goals (a minimum of one student learning goal and one professional practice goal). The form should initially be submitted with the Self-Assessment Form with the box "Proposed Goals" checked. If the goals are approved as written, the evaluator will check the box "Final Goals" and include a copy of the form with the **Teacher Plan Form**. If the goals undergo further refinement, edits may be made to the original, or the form may be rewritten. If the form is redone, the new form should have the box "Final Goals" checked and should then be attached to the **Teacher Plan Form**. Submission of this form will be noted and initialed on the **Teacher Tracking Sheet**.
- **Teacher Plan Form.** This form is intended to be used in support of Step 2: Goal Setting and Plan Development. It will either be completed by the Teacher for a Self-Directed Growth Plan, by the Teacher and the evaluator together for a Directed Growth Plan and a Developing Teacher Plan, and by the evaluator for an Improvement Plan. Completion and/or submission of this form will be noted and initialed on the **Teacher Tracking Sheet**.
- **Evaluator Record of Evidence Form.** This form is intended to be used by the evaluator in gathering evidence of an Teacher's practice during Step 3: Implementation of the Plan. It will be completed by the evaluator and may be reviewed by the Teacher at any time.
- **Teacher Collection of Evidence Form.** This form is intended to be used to support the Teacher in collecting evidence of his/her practice. It will be completed by the Teacher and shared with the evaluator prior to Formative Assessment/Evaluation and Summative

Attachment One: Overview of Forms for Teacher Evaluation

- **Formative Assessment Report Form.** This form is intended to be used in support of an Teacher's formative assessment (Step 4) at the mid-point of the evaluation cycle, at minimum; it can be used multiple times as Formative Assessment can be ongoing. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback. Teachers sign off to indicate that they have received a copy of the report and may use the **Teacher Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Teacher Tracking Sheet**.
- **Formative Evaluation Report Form.** This form is intended to be used in support of an Teacher's formative evaluation at the end of year one of a two-year Self-Directed Growth Plan. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback. At the point of Formative Evaluation, the overall rating is assumed to be the same as the prior summative evaluation unless evidence demonstrates a significant change in performance leading to a change in Overall Rating and, possibly, Teacher Plan. If there is a change in rating, evaluators must provide comments on each of the four Standards briefly describing why the rating has changed, the evidence that led to a change in rating, and offering feedback (evaluators are encouraged to provide comments even if there is no change to ensure that Teachers have a clear sense of their progress and performance and receive feedback). Teachers sign off to indicate that they have received a copy of the report and may use the **Teacher Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Teacher Tracking Sheet**.
- **Summative Evaluation Report Form.** This form is intended to be used for Step 5: Summative Evaluation. This form applies to all Teacher Plans. It will be completed by the evaluator. The evaluator must complete all sections, which are: "Attainment of Student Learning Goal(s)," "Attainment of Professional Practice Goal(s)," "Rating on each Standard," "Overall Performance Rating," and "Plan Moving Forward." Evaluators must provide comments on the student learning goal(s), professional practice goal(s), each of the four Standards, and the overall rating briefly describing the level of attainment or performance rating, the evidence that led to the level of attainment/rating, and offering feedback. Teachers sign off to indicate that they have received a copy of the report and may use the **Teacher Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Teacher Tracking Sheet**.
- **Teacher Response Form.** This form is intended to be used in support of the Teacher, should he/she want to have a formal response to any part of the evaluation process kept on record. It will be completed by the Teacher; the evaluator will sign to acknowledge receipt. If the form is submitted in response to the Formative Assessment/Evaluation or to the Summative Evaluation, receipt of the response will also be noted and initialed on the **Teacher Tracking Sheet**.
- **Improvement Plan Form.** This form is intended to be used to create the Improvement Plan for the teacher that has been rated unsatisfactory.

Evaluation Tracking Sheet

Teacher—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Teacher Plan: ☐ Self-Directed Growth Plan ☐ Directed Growth Plan
☐ Developing Teacher Plan ☐ Improvement Plan

Plan Duration: ☐ 2-Year ☐ One-Year ☐ Less than a year _____

Evaluation Step	Date(s)	Teacher Initials	Evaluator(s) Initials
Self-Assessment received by evaluator			
Teacher Plan development completed			
<input type="checkbox"/> Formative Assessment conference, if any ²			
<input type="checkbox"/> Formative Evaluation conference, if any ³			
<input type="checkbox"/> Formative Assessment Report completed			
<input type="checkbox"/> Formative Evaluation Report completed ⁴			
Teacher response, if any, received by evaluator ⁵			
Summative Evaluation conference, if any			
Summative Evaluation Report completed			
Teacher response, if any, received by evaluator			

¹ In accordance with Appendix C, section III

³ Formative Evaluation only occurs at the end of the first year of a **two-year Self-Directed Growth Plan**.

⁴ The Teacher's formative evaluation rating at the end of the first year of the two-year cycle shall be the same as the previous summative rating unless evidence demonstrates a significant change in performance. In such a case, the rating on the formative evaluation may change. Assigning ratings is optional during Formative Assessment.

⁵ An Teacher may provide written comments to the evaluator at any time using the Teacher Response Form but 603 CMR 35.06 ensures that Teachers have an opportunity to respond to the Formative Assessment, Formative Evaluation, and Summative Evaluation in writing.

Self-Assessment Form

Teacher—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

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

603 CMR 35.06 (2)(a)1

Team, if applicable: _____

List Team Members below:

Goal Setting Form

Self-Assessment Form

Teacher—Name/Title: _____

Part 2: Assessment of Practice Against Performance Standards

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

603 CMR 35.06 (2)(a)2

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Teacher _____ Date _____

Signature of Evaluator _____ Date _____

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

Primary Evaluator—Name/Title: _____

Teacher Plan: ☐ Self-Directed Growth Plan ☐ Directed Growth Plan
☐ Developing Teacher Plan ☐ Improvement Plan*

Start Date: _____ End Date: _____

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

Percentage of respondents who believe that the use of force is justified in the circumstances	Percentage of respondents who believe that the use of force is justified in the circumstances
0%	0%
20%	15%
40%	15%
60%	15%
80%	80%
100%	5%

- _____

Evaluator Record of Evidence Form

Teacher—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Academic Year: _____ Teacher Plan and Duration: _____

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

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

Evaluator Record of Evidence Form

Teacher: _____ Evaluator: _____

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

*note if classroom observations are announced or unannounced

Teacher Collection of Evidence Form

Teacher—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Evidence pertains to (check all that apply)¹:

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

Summary of Evidence

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

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

Formative Assessment Report Form

*For Teachers on a one-year cycle to be completed mid cycle.

Teacher—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Assessing²:

☐ Progress toward attaining goals ☐ Performance on Standards ☐ Both

Progress Toward Student Learning Goal(s)

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

Progress Toward Professional Practice Goal(s)

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

² As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative assessment shall mean the process used to assess progress towards attaining goals set forth in Teacher plans, performance on performance standards, or both.

Formative Assessment Report Form

Teacher—Name/Title: _____

Performance on Each Standard

Describe performance and feedback. Attach additional pages as needed.

I: Curriculum, Planning, & Assessment

II: Teaching All Students

III: Family & Community Engagement

IV: Professional Culture

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

Signature of Evaluator _____ Date Completed: _____

Signature of Teacher* _____ Date Received: _____

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

Formative Evaluation Report From

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

Teacher—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Assessing³:

☐ Progress toward attaining goals

☐ Performance on Standards

☐ Both

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

☐ Did not meet ☐ Some progress

☐ Significant
Progress

☐ Met

☐ Exceeded

Rationale, evidence, and feedback:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

☐ Did not meet ☐ Some progress

☐ Significant
Progress

☐ Met

☐ Exceeded

Rationale, evidence, and feedback:

³ As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative evaluation shall mean the process used to assess progress towards attaining goals set forth in Teacher plans, performance on performance standards, or both.

Formative Evaluation Report Form

Teacher—Name/Title: _____

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

Formative Evaluation Report Form

Teacher—Name/Title: _____

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

Overall Performance Rating

- ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

Rationale, evidence, and feedback:

Plan Moving Forward

- ☐ Continue Self-Directed Growth Plan ☐ Directed Growth Plan ☐ Improvement Plan ☐ Developing Teacher Plan

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

Signature of Evaluator _____ Date Completed: _____

Signature of Teacher* _____ Date Received: _____

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

Summative Evaluation Report Form

Teacher—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Current Plan: ☐ Self-Directed Growth Plan ☐ Directed Growth Plan
☐ Developing Teacher Plan ☐ Improvement Plan

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

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

Rationale, evidence, and feedback:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

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

Rationale, evidence, and feedback:

Summative Evaluation Report Form

Teacher—Name/Title: _____

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

Summative Evaluation Report Form

Teacher—Name/Title: _____

Overall Performance Rating

☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary

Rationale, evidence, and feedback:

Plan Moving Forward

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

The Teacher shall have the opportunity to respond in writing to the summative evaluation as per [603 CMR 35.06\(6\)](#) on the Teacher Response Form.

Signature of Evaluator _____ Date Completed: _____

Signature of Teacher* _____ Date Received: _____

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

Teacher Response Form

Teacher—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Response to: (check all that apply)

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

Teacher Response

Attach additional pages as needed

Signature of Teacher _____ Date _____

Signature of Evaluator _____ Date _____

☐ Attachment(s) included

IMPROVEMENT PLAN

Teacher: _____ Date: _____

Assignment: _____ Location: _____

Principal: _____

The following plan is based on the Evaluator Record of Evidence Form(s).

The Teacher is responsible for addressing the need for improvement.

1. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved.
2. Specific recommendations for improvement and expected outcomes.
3. Support and assistance that the District will provide to help the teacher (identify the provider).
4. Detail the timeline for completion of each component of the Improvement Plan. This shall include a mid-plan review of the teacher's progress towards goals in the Improvement Plan, which shall occur on _____ and shall focus on the teacher's progress towards the above-referenced recommendations and expected outcomes.
5. Date for the next follow-up conference: _____.
6. Date for the Summative Evaluation relative to this Improvement Plan: _____.

Principal: _____ Date: _____

Teacher: _____ Date: _____

The teacher's signature on this Improvement Plan acknowledges only receipt and does not necessarily indicate agreement with this plan.

Attachment Three: Setting SMART Goals

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

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

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

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

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

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

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

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

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

¹ The SMART goal concept was introduced by G. T. Doran, A. Miller and J. Cunningham in *There’s a S.M.A.R.T. way to write management’s goals and objectives*, Management Review 70 (11), AMA Forum, pp. 35-36. *What Makes a Goal “SMART”?* also draws from the work of Ed Costa, Superintendent of Schools in Lenox; John D’Auria, Teachers 21; and Mike Gilbert, Northeast Field Director for MASC.

Attachment Three: Setting SMART Goals

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

Key Actions

- Reduce my daily calorie intake to fewer than 1,200 calories for each of 10 weeks.
- Walk 15 minutes per day; increase my time by 5 minutes per week for the next 4 weeks.
- Starting in week 5, run and walk in intervals for 30 minutes, increasing the proportion of time spent running instead of walking until I can run a mile, non-stop, by the end of week 10.

Benchmarks:

- For process, maintaining a daily record of calorie intake and exercise
- For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6lbs/.2 mi; 8 wks: 8 lbs/.4 miles)

S = Specific and Strategic

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

M = Measurable

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

A = Action Oriented

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

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

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

T = Timed

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



TOWN OF NORTH ATTLEBOROUGH
BOARD OF SELECTMEN
43 South Washington Street
North Attleborough MA 02760
508-699-0100
508-643-1268 (fax)

James C. Moynihan, Town Administrator

February 26, 2001

Ms. Anne Marie Dubois
AFT
38 Chauncy Street
Boston, MA 02111

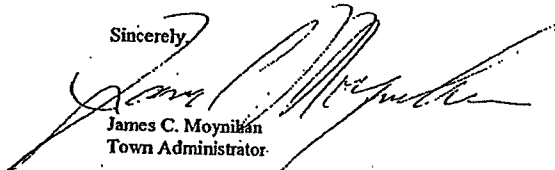
Dear Ms. DuBois,

This letter serves to confirm the agreements that were reached in the Town's negotiations with your union (the Massachusetts Federation of Teachers) in December 1999 concerning changes in the Town's health insurance plans.

The Town agreed to increase to 75% its contribution toward the premium cost of Family coverage for Blue Cross Blue Shield HMO Blue New England Plan. The Town also agreed to set at 77.61% its contribution toward the premium cost of Family coverage for the HMO Blue New England Value Plan. The enclosed chart outlines the percentage rates that the Town is paying toward the three (3) Blue Cross Blue Shield plans for active employees effective January 1, 2000.

We appreciate your cooperation in this process.

Sincerely,



James C. Moynihan
Town Administrator

Enclosure

cc
Board of Selectmen
Attorney Paul V. Mulkern
File

Town Contribution Percentages (Active Employees)

Effective January 1, 2000

Plan	Individual Coverage	Family Coverage
HMO Blue New England Value	90%	77.61%
HMO Blue New England	88.08%	75%
Blue Care Elect Preferred	75%	75%

CONFLICT OF INTEREST MEMORANDUM OF AGREEMENT

WHEREAS, the North Attleborough School Committee (hereinafter, the Committee) and the North Attleboro Federation of Teachers, NAFT (hereinafter, the Federation) are parties to a collective bargaining agreement that extends through August 31, 2019; and,

WHEREAS, said collective bargaining agreement includes an Appendix B that lists various positions/duties that are viewed as extensions of the basic job duties for an employee of the school district, together with specific stipends that the parties have agreed will be paid to the employees performing those duties; and,

WHEREAS, questions have arisen concerning the duties/positions listed in said Appendix B relative to the implications of Massachusetts General Laws Chapter 268A, Section 20; and,

WHEREAS, the parties each believe that referencing those duties/positions in Appendix B permits an employee within the teachers' bargaining unit to perform those duties without violating G.L. c. 268A; and,


WHEREAS, the parties hereby acknowledge that said positions are not exclusively available to members of the teachers' bargaining unit, subject to the provisions of Article X of said collective bargaining agreement; and,

WHEREAS, the parties intend and desire to add certain duties/positions to said Appendix B, but recognize that doing so may involve significant issues directly and indirectly relative to G.L. c. 268A, and the parties desire to resolve this matter now on a short-term basis and to enable themselves to devote more time to the implications of G.L. c. 268A on these duties/positions in the future;

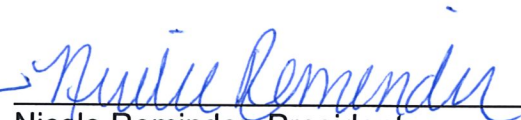
THEREFORE, the parties hereby agree as follows:

1. The parties hereby acknowledge that a similar memorandum of agreement may be submitted by the Committee to other bargaining units, and/or individuals within the school district, and that employees from said other units and/or such other individual employees shall be entitled to apply for the duties/positions listed above.
2. The parties hereby acknowledge that the Committee may append Appendix B, as it has been negotiated with the teachers' bargaining unit, to other collective bargaining agreements and/or individual employment agreements within the school district, and that employees from such other units or with such individual employment agreements shall be entitled to apply for the duties/positions listed in said Appendix B. However, any such agreements with other bargaining units or individuals will terminate on August 31, 2019. As of that date, all Appendix B positions over which the Federation currently maintains exclusive bargaining rights, if any, shall again be regarded as belonging exclusively to the Federation.

3. The Federation hereby waives, only for the duration of this Memorandum of Agreement, any right it may have to protest the Committee's extending said Appendix B to any other employee or group of employees as an unfair labor practice, vis-à-vis the Federation negotiating on behalf of employees not covered by the Federation.
4. The Memorandum of Agreement shall take effect on September 1, 2016, and continue in full force and effect until August 31, 2019.


Carol Wagner
North Attleborough School Committee

December 7, 2016
Dated


Nicole Reminder, President
NAFT

December 7, 2016
Dated