

**July 1, 2019 – June 30, 2022 CONTRACT**

**Richmond Consolidated School**

**&**

**Richmond Educators' Association**

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**CONTRACT AGREEMENT BETWEEN THE  
RICHMOND SCHOOL COMMITTEE AND THE  
RICHMOND EDUCATORS' ASSOCIATION  
2019-2022**

Agreement made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, by and between the RICHMOND EDUCATORS ASSOCIATION (REA) and the RICHMOND SCHOOL COMMITTEE (RSC).

**PREAMBLE**

This agreement is built on a relationship of mutual cooperation between the Richmond Educators' Association and the Richmond School Committee. While it codifies terms of employment and working conditions, its foundation is a shared commitment to the mission of the Richmond Consolidated School: striving for academic excellence and an environment that allows all students to discover their own ways to shine, whether it be in academics, music, the arts, technology or athletics. As a community of learners, we are committed to creating a school climate that encourages positive self-esteem, critical thinking, responsibility, mutual respect, citizenship and a life-long love of learning; to enable learners to understand important ideas and processes in and across disciplines; to transfer their learning across disciplines in meaningful and effective ways; and, to demonstrate effective habits of mind. In this way, the Richmond Consolidated School District will provide all students the highest quality education and challenge them to explore and maximize their potential, ensuring the acquisition of skills and knowledge necessary to lead fulfilling lives.

The RSC and REA recognize the importance of a free flow of information and solutions, use of a consensus decision-making and conflict resolution process, and promotion of collegiality and respect. Joint efforts by both the RSC and REA to discover the best solutions will be made. Both parties are committed to working together in a respectful, collaborative process to ensure that in every classroom, the content, pedagogy, assessments, instruction, emotional and physical environments and resources are dedicated to the realization of our common mission.

**ARTICLE I  
CONTRACT LENGTH AND TIME LIMITS**

The RSC and the REA agree that this Agreement will become effective July 1, 2019 and shall end on June 30, 2022.

All time limits herein will consist of calendar days exclusive of legal holidays. The time limits herein will be considered maximal unless extended by mutual agreement in writing.

**ARTICLE II**

## **RECOGNITION**

Under the laws of the Commonwealth of Massachusetts, the RSC, elected by the citizens of Richmond, has the sole responsibility for the control, operation and maintenance of public education in this District.

The RSC does hereby recognize the REA as the exclusive representative of all full- and part-time teaching professionals employed by the RSC, pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, for the purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment.

## **ARTICLE III PROFESSIONAL NEGOTIATIONS**

### **Section 1. Effective Date.**

This Agreement shall be effective as stated in Article I above. It shall be automatically renewed under the same terms and conditions from year to year thereafter, unless, by October 15, 2021, either party notifies the other party in writing that it desires to negotiate on matters in this Contract Agreement.

### **Section 2. Initiate Negotiations.**

In the event either party desires to negotiate as set forth in Article III, Section 1, such parties shall, no later than December 1, 2021, present in writing to the other party a draft list of those proposals it desires to negotiate. This draft list may be expanded during the first and second meetings. After the second meeting, no new proposals will be considered.

### **Section 3. Begin Discussions.**

When both parties have complied with Article III, Sections 1 and 2 above, they shall within 14 days set a mutually agreeable date to begin discussions of proposals. Any Agreement so negotiated will apply to all full and part-time teachers, and will be reduced to writing and signed by the Chairperson of the RSC and the President of the REA.

### **Section 4. Prolonged Negotiations.**

In the event that negotiations take place and if agreement is not reached on all proposals under discussion by August 31, 2022, then the present Contract Agreement will remain in effect until replaced by a new one.

**Section 5. Document Availability.**

The RSC will make available to the REA pertinent information relating to items under negotiation contained in the public records of the Richmond School District. The REA request for such records are to be in writing and will specify the records desired.

**Section 6. Negotiations Structure.**

It is recognized that teachers are members of a profession and have the interest of professionals in their work. It is further recognized that they may make constructive suggestions and contributions toward the administration of this school. To this end, the executive board of the REA will meet at the request of the Superintendent, and/or the REA with a representative of the Administration to discuss matters of school operation and questions relating to the implementation of this Agreement. Policies that may be adopted or maintained for the school by the RSC as a result of such meetings, shall not be inconsistent with the terms of this Agreement.

**Section 7. Outside Consultants.**

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and/or lay representatives to assist in negotiations. Each party must give the other party at least one week's notice when utilizing outside consultants at Negotiation sessions, unless less notice is agreed upon by both the REA and the RSC.

**Section 8. Re-Opening During Life of Contract.**

The Agreement incorporates the entire understanding of the parties on all issues, which can be the subject of negotiations. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, except as required by Massachusetts State Law. This Agreement may not be modified, in whole or in part, by the parties except by an instrument in writing, duly executed by both parties.

**Section 9. Exclusive Agreement between the RSC and REA.**

The RSC agrees not to negotiate with any teachers' organization other than the REA during the terms of this contract.

**Section 10. Distribution of Contract.**

Copies of this Agreement and any other successor Agreement will be printed and distributed by the RSC. The Superintendent must give a copy of the contract to all new employees at the time they are offered employment.

## **ARTICLE IV SCHOOL YEAR**

The teachers' "work year" (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than Monday of the last full week in August and will terminate no later than June 30<sup>th</sup>.

The school year will be established in compliance with both the "Board of Education Regulations for the School Year" and the "Minimum School Year for Elementary Schools." In no case shall any teacher who is working on the first day of school have a work year less than 184 days.

The Principal, in collaboration with the staff, will develop a school calendar that shall set forth anticipated workdays for the next school year. The Principal will present such calendar to the RSC for its approval. The school calendar, as adopted, may be adjusted only for snow days, emergencies, teacher professional development, and for other unforeseen reasons.

## **ARTICLE V TEACHING HOURS**

The regular workday for teachers will be no less than 8:10 A.M. to 3:10 P.M. In the event of abnormally early or late school bus arrival or departure, the Principal will assign appropriate staff to supervise students. Teachers are required to participate in two (2) scheduled evening Parent/Teacher Conferences and one fall Open House beyond the regular workday. Staff members must obtain approval in advance by the Principal for absences from the scheduled Open House or conference. Teachers, at their own discretion, are encouraged to attend other after-school and evening activities. On rare occasions, the Principal may require teachers to attend school-related evening conferences when dictated by unusual circumstances, not to exceed three (3) extra meetings in one academic year.

All teachers working six (6) or more hours per day will be provided a lunch period of not less than thirty (30) uninterrupted minutes between 11:00 A.M. and 1:30 P.M. Teachers working four and a half (4 ½) or more consecutive hours will be provided a thirty (30) minute break.

Excluding occasional special circumstances (e.g., MCAS testing, field trips, fire drills, etc.), all teachers shall have five (5) class periods per week, preferably one preparation period per day, during which the only duty of the teacher shall be that of preparation for class and other professional responsibilities for full-time teachers. With respect to part-time teachers, preparation time shall be provided on a pro-rated basis; however, at no time will the additional hours of preparation periods result in benefits for part-time teachers, nor will they count toward greater than 100% FTE.



## **ARTICLE VI EVALUATION PROCEDURE**

### **Purpose**

The purpose of teacher evaluation is professional improvement. Both teachers and evaluators must keep this goal in mind if the evaluation process is to be carried out in a spirit of professional growth. All teachers will be evaluated in compliance with Massachusetts Law 603 CMR 35.00.

See Appendices D, and E attached hereto.

## **ARTICLE VII (RE)ASSIGNMENTS, TRANSFERS AND VACANCIES**

### **Section 1. Definitions**

1. Teacher (Re)Assignment – that written notification by the Principal issued prior to or at the beginning of the school year which indicates the grades and subjects to be taught by the teacher, or, if the teacher is other than a classroom teacher, the nature of the professional duties to be performed. This “teacher assignment” may be a change from the previous year’s assignment, resulting in a “teacher reassignment.”
2. Teacher Transfer – that written notification by the Principal issued during a school year, which changes a “teacher assignment” during that school year.
3. Teacher Vacancy – for purposes of this article, an existing position shall be considered vacant only if:
  - a. The position that is empty has heretofore been filled by a regularly appointed teacher;
  - b. The Superintendent intends to fill the empty position for at least one complete school year; and
  - c. The position is empty due either to
    - The resignation, retirement, or death of the teacher who held the position,
    - An administrative grant of a leave of absence for any contractually recognized reason to the teacher who held the position, when said leave will last for at least one complete school year, or
    - A leave of absence for illness that is being taken by the teacher who held the position, when it is known in advance that said leave will last for at least one complete school year.

#### **Furthermore:**

- a. When, due to a teacher’s absence or illness, a position is known or reasonably expected to be empty for less than one complete school year, that position shall not be considered vacant.
  - b. A newly created, heretofore non-existent position that the Superintendent intends to fill for at least one complete school year shall be considered vacant.
4. Time Limits – all time limits will consist of calendar days, exclusive of legal holidays.

### **Section 2. Teacher Assignments**

On or before June 1st, the Principal shall notify each teacher of his/her "teacher assignment" for the next school year. The Principal retains the right to change a "teacher assignment" any time between June 1st and the commencement of the school year. Changes of this nature may not be made arbitrarily, capriciously, or without basis in fact and the Principal must inform the teacher involved of the reason or reasons for such change. Within five (5) days, the teacher may request to meet with the Principal to discuss the change in "teacher assignment." Within five (5) days, the Principal shall promptly meet with the teacher to discuss the reasons for the change. The teacher may have a representative of the REA present at such meeting.

### **Section 3. Involuntary Reassignments and Transfers**

Whenever a transfer or reassignment is necessary, teachers who have submitted requests for transfers and reassignments will be considered first.

Whenever the Principal contemplates the transfer or reassignment of a teacher, he/she shall give to the teacher and the REA President written notice of the contemplated transfer or reassignment at least ten (10) days prior to the effective date of such transfer or reassignment. Within five (5) days, the teacher or REA President may request in writing a conference with the Principal to discuss such transfer or reassignment. Within three (3) days, the Principal shall confer with the teacher.

### **Section 4. Voluntary Transfers and Reassignments**

Whenever a teacher desires a transfer or reassignment, he/she shall apply in writing to the Principal by April 15<sup>th</sup>. The Principal shall respond by May 15<sup>th</sup>, advising the teacher of his/her decision. If the teacher's request for transfer or reassignment is refused, the Principal shall advise the applicant teacher, in writing, the reasons for such refusal by May 15<sup>th</sup>.

All requests for transfers or reassignments will remain in force and a copy placed in the teacher's personnel file until the teacher retracts the transfer request. The Principal shall consider the request whenever a vacancy in the area of the request becomes available.

### **Section 5. Vacancies**

Whenever a vacancy in a professional position occurs, the Superintendent shall promptly deliver written notice thereof to the President of the REA within ten (10) days. Such notice shall set forth the qualifications for the position, its duties, the rate of compensation to be paid according to the Salary Schedule attached hereto, and the date the Superintendent expects the vacancy to be filled. The qualifications for a particular position will not be changed arbitrarily, capriciously, or without basis in fact when such vacancies occur. Applications for such positions shall be accepted from professional personnel within and without the school system. In selecting an applicant, the Principal agrees that he/she will consider the professional background, attainments and experience of each applicant, together with such other factors he/she shall deem to be relevant. If, in the judgment of the Principal, the professional background, attainments, experience and other relevant factors of the applicants are substantially equal, the Principal will

give preference to an applicant then currently employed by the RSC. In the event that the Principal has a preference for employment of an applicant from without the school system, the Principal shall promptly notify, in writing, each applicant from within the school of the expression of such preference. Within the three (3) days immediately after the date of such written notice, an applicant from within the school may request, in writing, to personally meet with the Principal. The Principal shall give the teacher the reason(s) why the other candidate was preferred. Such request shall be granted before an applicant from without the school system is employed.

If the Superintendent or Principal anticipates that a vacancy will exist at the commencement of the next school year, the Superintendent shall deliver written notice to the REA President and post a notice in the Faculty Room by May 1st.

Vacancies may be filled on a temporary basis (substitute) during the posting period. Temporary appointments shall not extend beyond 120 days unless mutually agreed upon by the Superintendent and the REA President. Vacancies are filled on a temporary basis to permit continuity within the school system.

In filling non-promotional vacancies, the Principal will consider teachers whose requests for transfer are on file in the Superintendent's office pursuant to Section 4 of this Article, along with those candidates who apply for said vacancies.

#### **ARTICLE VIII REDUCTION IN FORCE (RIF)**

Whenever the RSC, in the exercise of its discretion, determines that it has become necessary due to budget constraints, to reduce the number of teachers/reduce the FTE of a teacher(s) employed by the RSC, it shall (subject to the provisions of the General Laws of the Commonwealth of Massachusetts) implement such reduction by not renewing the employment of teachers without professional status. Once a position or position(s) to be eliminated are recommended by the Superintendent to the RSC, the Superintendent will notify the REA (through its president) in writing within ten (10) days of the recommendation. Every effort will be made to start the process of Reduction in Force notification by April 1<sup>st</sup> of the school year preceding the school year in which reduction is to become effective.

If a professional status teacher is to be laid off, the Superintendent shall determine which teacher or teachers are to be laid off based on:

1. Teacher's area of certification; "Certified" means that the teacher has on file with the Superintendent's office evidence that he/she possesses the necessary qualifications or can obtain said qualifications by the effective date of his/her layoff which is the beginning of the school year.
2. Teacher's quality of performance as determined by and through the Evaluation Procedure (Article VI). Teachers who receive ratings of "unsatisfactory" will be terminated first; teachers who receive ratings of "needs improvement" shall be next; and teachers who

receive ratings of "proficient" or "exemplary" shall be considered equal in quality of performance, and laid off last.

3. Teacher's length of service measured in years, months, and days from the initial date of employment by the RSC. Teachers shall be credited for seniority purposes with all time spent on any leave of absence provided for in this Agreement.

In cases involving teachers who have identical certification, performance, and length of service, preference for retention shall be given to the teacher who has achieved the highest level of training as determined by degree and credit hours accrued.

A teacher whose position is eliminated may exercise bumping rights consistent with criteria 1, 2, and 3 above. If the teacher is not eligible to replace another teacher, said teacher shall be laid off.

Teachers being considered for lay-off will be notified by April 15th of the school year preceding that in which they will no longer be employed, or as soon as possible in cases of financial exigency. The REA President will be provided with a copy of said notifications.

Laid-off teachers shall retain the right to be "called back" for a period of two (2) years from the date of their respective lay-off. Released teachers shall be notified by email to their last address of record and given first preference for positions as they develop, providing an affirmative reply by email is received by the office of the Superintendent within fifteen (15) day of receiving such notice. A copy of the notification shall also be sent to the REA President. Failure to respond to, or refusal of, a recall notice will result in the teacher being removed from the recall list.

Teachers with professional status who were laid off under this Article shall be re-hired in the inverse order of their release providing the teacher has the required certification for the vacancy, and all benefits to which the teacher was entitled at the time of his/her lay-off including salary step attained and accumulated sick leave shall be restored in full upon re-employment within the recall period. Laid-off teachers may continue group insurance coverage available through the RSC during the recall period by reimbursing the RSC for premium costs starting September 1<sup>st</sup> of the following school year. Failure to forward premium payment to the RSC on a previously stipulated schedule or refusal to return to employment upon notice of position opening will terminate this option.

A list specifying the seniority, certification(s), and level of training as determined by degree and credit hours accrued of each member of the bargaining unit shall be prepared by the RSC and forwarded to the REA President annually on or before October 15<sup>th</sup> of each year. The REA President will have twenty (20) school days to verify such seniority.

## **ARTICLE IX GRIEVANCE PROCEDURE**

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

Any claim by the REA or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, a violation of its or his/her right to fair treatment, or violation of any established policy will be a grievance.

## **Section 2. Time Limits.**

In the event a grievance is filed which cannot be resolved to the satisfaction of the REA prior to the termination of this contract using the normal time limits set out herein, the REA may submit the grievance directly to arbitration in accordance with level four of this procedure.

All time limits herein will consist of calendar days exclusive of legal holidays. The time limits herein will be considered maximal unless extended by mutual agreement in writing.

All grievances shall be initiated within 90 days of the incident(s). Timelines as defined above may be "frozen," if both the RSC and REA agree.

## **Section 3. Grievance Levels.**

**Informal Level.** A teacher with a grievance will first discuss it with his/her Principal either directly or through the REA representative with the object of resolving the matter informally. The Principal will respond verbally within seven (7) days of this discussion at the informal level. If not resolved, the teacher moves to Level One.

**Level One.** A teacher with a grievance will present it in writing to his/her Principal either directly or through the REA within fifteen (15) days of a response at the Informal Level. In the event that the teacher is not directly responsible to an individual Principal, then he/she will present it to his/her immediate supervisor. The Principal or supervisor will meet with the aggrieved party and/or his/her representative from the REA/MTA within five (5) days to discuss the grievance. He/she must give the grievant or the REA a written response to the grievance within seven (7) days of presentation at Level One.

**Level Two.** If the grievance is not resolved to the satisfaction of the grievant at Level One, the grievant or the REA, if he/she so chooses, may present the grievance to the Superintendent within five (5) days after receipt of response at Level One. The Superintendent will meet with the grievant and/or his/her representative from the REA/MTA within five (5) days of receipt of the grievance to discuss the grievance and must provide the grievant or the REA a written response to the grievance within ten (10) days of presentation at Level Two.

**Level Three.** If the grievance is not resolved to the satisfaction of the grievant or the REA at Level Two, the grievant or the REA will present the grievance in writing to the RSC at its next scheduled meeting unless such meeting occurs fewer than ten (10) days after receipt of response at Level Two. The RSC will address the grievance at its next scheduled meeting, or at a special meeting called for that purpose, at the discretion of the RSC. The RSC must provide the grievant or the REA a written response to the grievance within ten (10) days of addressing the grievance at a RSC meeting.

**Level Four.** If the grievance is not resolved to the satisfaction of the REA twenty (20) days after receipt of written response at Level Three, the REA may submit the grievance to the American Arbitration Association for binding arbitration in accordance with the current rules. The arbitrator shall be limited to the issues submitted by both parties and shall consider nothing else. The decision will be final and binding on both parties.

**Section 4. General Provisions.**

1. The REA will have the right to use in its presentation of any level of this grievance procedure any representative or representatives of its own choosing.
2. 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 RSC and the REA. The parties may, by mutual agreement, use the arbitration services of the Commonwealth of Massachusetts.
3. The RSC acknowledges the right of the REA to participate in the processing of a grievance at any level.
4. Grievances regarding employee discipline may not be presented at Level Three of the grievance procedure, but instead must proceed directly from Level Two to Level Four.
5. Provided the parties agree, Level One and/or Level Two of the Grievance Procedure may be passed and the grievance brought directly to Level Three.
6. No reprisal of any kind will be taken against any teacher by the RSC or the school administration because of his/her participation in this Grievance Procedure. Likewise, no reprisals of any kind will be taken by the teacher against the RSC, the school administration, or any student because of his/her participation in this Grievance Procedure.
7. The RSC and the Administration will cooperate with the REA in its investigation of any grievance, and, further, will furnish the REA with such information as is requested for the processing of any grievance. Likewise, the grievant and the REA will cooperate with the RSC and the Administration in its investigation of any grievance, and, further, will furnish the RSC and the Administration with such information as is requested for the processing of any grievance.
8. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
9. If in the judgment of the REA a grievance affects a group or class of teachers, the REA may submit such a grievance in writing to the School Committee through the Superintendent and the processing of such grievance will be commenced at Level Three.

10. All grievances and decisions at Level One, Two, and Three will be in writing.
  - a. When it is necessary, pursuant to the Grievance Procedure, for a member of the REA to investigate a grievance or attend a grievance meeting or hearing during a school day, he/she will use sick or personal days to be released without the loss of pay as necessary in order to permit participation in the foregoing.
  - b. The procedure outlined in this Article applies to the processing of grievances and their resolution.

**ARTICLE X  
LEAVES OF ABSENCE  
FOR SICKNESS AND OTHER REASONS**

**Section 1. Sick Leave.**

1. Teachers will be allowed fifteen (15) days sick leave at full pay each school year. Part-time teachers' yearly sick leave earnings will be prorated.
2. Full and part-time teachers' unused sick leave may be accumulated up to a maximum of (195) days for the length of this contract.
3. Sick leave may be used as follows:
  - a. Absence due to personal illness;
  - b. Absence due to illness in the individual's immediate family (spouse, children, parents);
  - c. Absence due to death in the individual's extended family (spouse, children, parents, siblings, mothers or fathers-in-law, brothers or sisters-in-law, nieces and nephews). The number of days allowed to be used shall be at the discretion of the Superintendent.
  - d. A teacher who is absent for reasons of pregnancy and delivery of a child shall be deemed to be absent because of illness, when certified by a doctor. The RSC or their designee requires a Doctor's certification of disability before and after the delivery of the child.

**Section 2. Sick Leave Bank**

When a teacher has exceeded his/her sick leave allowance due to a prolonged illness, the teacher may or may not be able to utilize days from the Sick Leave Bank.

1. Each employee shall annually be assessed two (2) days of sick leave to be transferred to the Sick Leave Bank. The assessment will be prorated for part-time teachers. Such transfer shall be effective on the first day of the regular school year or on the first day of

the teacher's work year, should the employee be hired as a permanent employee after the start of the school year. In addition, individual teachers may volunteer to contribute up to an additional thirteen (13) sick days to the bank from June 1 to June 30 of each fiscal year.

2. The bank may hold up to a maximum of 185 days of sick leave at anytime. Once the 185-day maximum has been reached, the annual two (2) day assessment (or pro-rated assessment) will be suspended until the Sick Leave Bank is drawn down to 145 days.
3. In the event that the need for Sick Leave Bank usage will exceed the total number of sick days available in the bank, a Meet and Confer of the Sick Leave Bank Committee of each of the participating units will be held to discuss increasing the donation of sick days.
4. Upon receipt of a request from a certified permanent employee for personal sick leave, the Sick Leave Bank Committee (SLBC) shall meet to vote approval of the request, provided the following guidelines shall have been fulfilled:
  - a. The employee requesting such leave shall have exhausted all accumulated personal sick days and other days of temporary leave.
  - b. The employee shall have demonstrated that the request is due to a personal illness of substantial and critical need as evidenced by a letter from a certified medical physician.
  - c. The initial request must be for no more than thirty (30) workdays, for a full time teacher and a prorated percentage for a part-time teacher.
5. Employees granted sick leave under this provision, may request additional sick leave by providing documentation of a continuing, substantial and critical need. Dependent on the number of days remaining in the Sick Leave Bank, additional sick leave may be granted not to exceed one-third (1/3) of the balance of the bank or sixty (60) additional work days - whichever is less. The number of days will be prorated for a part-time teacher. This calculation will be based on the balance of sick days in the bank at the time of the initial request.
6. The Sick Leave Bank Committee (SLBC) shall consist of:
  - a. the Richmond Education Association President or designee,
  - b. an additional REA member,
  - c. the Chairperson of the Richmond Consolidated School District School Committee or designee,
  - d. the Superintendent of the Richmond Consolidated School District or designee.
7. If a tie occurs in a vote of the SLBC, the Superintendent shall make the final decision.
8. The decision of the SLBC/Superintendent shall not be subject to grievance or arbitration

### **Section 3. Other Reasons for Absence.**

1. A teacher will be granted up to a one (1) year leave of absence for child rearing/paternity or adoption leave. Such leave shall be with or without pay at the discretion of the RSC.
2. Teachers may, on the approval of the Superintendent, take three (3) days per school year for the purpose of visiting other schools or attending conferences of an educational nature.



3. Up to three (3) days of non-cumulative leave may be used for important personal business that cannot be conducted during non-school hours. Teachers must make requests for such leave to the Principal in advance.
4. Up to three (3) days of non-cumulative leave may be used for observance of religious holidays. Such leave may only be used when observance is not possible outside of the school day. Teachers must make requests for such leave to the Principal in advance.
5. The RSC will grant leaves in accordance with the Family and Medical Leave Act and the Massachusetts Maternity and Leave Act.

#### **Section 4. Unpaid Extended Leave.**

Upon request of any teacher, the RSC will grant an unpaid extended leave for up to one (1) year. The RSC may grant further extensions of unpaid extended leave at their discretion. Examples of such leave includes the following:

1. Active Military Duty
2. Teaching overseas
3. Peace Corps
4. Educational Purposes
5. Medical Reasons
6. Personal Reasons

The RSC may grant an extended leave for purposes that they deem advantageous and beneficial to the educational process of the school.

## **ARTICLE XI RETIREMENT BENEFITS**

### **Section 1. Retirement Eligibility.**

Refer to the Massachusetts Teachers' Retirement System (MTRS) guidelines for retirement eligibility criteria.

### **Section 2. Unused Sick Days.**

If a teacher, having been employed at least 17 years in the system and having attained the age of 55 years, notifies the Superintendent in writing by February 1<sup>st</sup> of such teacher's retirement effective before the commencement of the next school year, the RSC shall pay such teacher a sum determined by multiplying the number of such teacher's accumulated unused sick days on the date of the teacher's retirement by \$35. The Superintendent will provide all necessary retirement paperwork to the town accountant within 30 days of the teacher's retirement date. Payment will be made within 30 days of the town accountant receiving the required paperwork from the Superintendent.

### **Section 3. Withdrawal of Notice of Retirement.**

The Superintendent may at any time upon request of a teacher, allow a teacher to withdraw a notice of retirement.

## **ARTICLE XII TEACHING LOAD**

The RSC administration and teachers of the REA recognize that class size in regularly graded classrooms, as well as “special” academic areas, and the number of students assigned to a teacher, are important factors in good education. The RSC, with input from other stakeholders, will, after considering the nature of each class, educational programs, the availability of personnel and space considerations, propose a budget providing for class sizes that are the most effective for both pupils and teachers.

## **ARTICLE XIII NON-TEACHING DUTIES**

The RSC and the REA acknowledge that a teacher’s principle responsibility is to teach and his/her energies should be primarily utilized to that end. Therefore, both parties agree that the teachers will be assisted by the utilization of resources, such as the use of non-teaching personnel, to perform non-teaching and administrative duties. If teachers are asked to perform such non-teaching and administrative duties, said duties must be equitably assigned.

## **ARTICLE XIV COLLABORATION BETWEEN THE REA AND THE PRINCIPAL**

The Principal and the REA president will schedule a 30-minute meeting once a week, to discuss matters that pertain to both the administration and the REA. The purpose of the meetings will be to discuss concerns as they arise, before they become significant disputes. These meetings will be in lieu of a “non-teaching duty” for the REA president. If there is no reason to meet in a given week, the meeting will be cancelled.

## **ARTICLE XV STIPEND POSITIONS**

Stipend positions, per Exhibit C, may be assigned by the Principal following posting at Richmond Consolidated School, with preference given to qualified teachers presently employed by the RSC. These positions shall have job descriptions, and stipends shall be paid in accordance with the job descriptions. Stipends will count towards retirement.

The principal will post these positions for the next school year on or before May 1. By June 15, the principal will select and notify all the candidates, who applied for any/all of these positions. In addition, the principal will notify the full staff of his/her selections by email.

Additional stipends not considered or included at the time of this agreement will be negotiated with the Richmond Educators' Association. Such positions will be posted, with preference given to qualified teachers presently employed by RCS.

## **ARTICLE XVI DUES DEDUCTIONS AND CREDIT UNION**

### **Section 1. Dues Deductions.**

The RSC hereby accepts the provisions of 17-C of Chapter 180 of the General Laws of Massachusetts and in accordance with agreed-upon Dues Deduction Form, the RSC shall certify to the Treasurer of the REA all payroll deductions for the payment of dues to the REA duly authorized by the professional teachers covered by this Agreement as shown on the payroll deduction authorization form attached hereto and made a part hereof.

The deductions shall be made in twenty-two (22) or twenty-six (26) equal installments beginning with the first payroll and continuing through the twenty-two (22) or twenty-six (26) payrolls of the school year and shall be remitted to the treasurer of the local association who shall be bonded.

### **Section 2. Other Payroll Deductions.**

The REA is authorized to deduct sums of money from the teachers' salaries for purposes such as joining the MTA Credit Union or any other acceptable institution, life insurance, Colonial Life, AFLAC, 403B, 457B, etc.

### **Section 3. Payroll Deduction Forms**

See Appendix A.

## **ARTICLE XVII SALARY & OTHER MONETARY CONSIDERATIONS**

### **Section 1. Salary Schedule.**

The Teacher Employment Verification Agreement for each teacher determines his/her placement on the Salary Schedule (Appendix B).

### **Section 2. Payment Options.**

All persons on the Salary Schedule will have the option of being paid in twenty-two (22) or twenty-six (26) equal payments. Teachers will choose their option when signing their Salary Agreement for each year of this contract. If neither option is selected, teachers will automatically be paid in twenty-six (26) installments. Changes in method of payment may not be made during the school year.

**Section 3. Placement of Newly Hired Teachers on the Salary Schedule.**

New teachers are hired using the contracted Salary Schedule based on credit for degree status, graduate courses and previous school experience. The Superintendent has the authority to grant advancement for teacher placement on the Salary Schedule for experience that is immediately contiguous to Richmond service.

**Section 4. Curriculum Development Compensation.**

Compensation for teachers working on curriculum development outside of the regular school day and/or school year shall be paid at the rate of fifty dollars \$50.00 per hour for the life of this agreement.

**Section 5. Professional Development**

Compensation for teachers leading professional development outside of the regular school day and/or school year shall be paid at the rate of \$50.00 per hour for the life of this agreement. Compensation for teachers participating in professional development outside of the regular school day and/or school year shall be paid at the rate of \$35.00 per hour for the life of this agreement.

**Section 6. Tutoring**

If the Principal requests a teacher to tutor RCS students outside of the regular school day and/or school year, the teacher shall be paid at the rate of fifty (\$50.00) per hour, for the life of this agreement.

**Section 7. Unforeseen circumstances that require compensation**

If the Principal requests that a teacher work outside of the regular day, e.g., cleaning classrooms after damage due to emergencies; technology - creating spreadsheets, forms etc.; repairing computers, printers, etc.; supervising students for detention; the teacher shall be paid at the rate of fifty (\$50.00) per hour, for the life of this agreement.

**Section 8. Payments for Overnight Field Trips.**

Teachers who supervise overnight field trips shall, in addition to their regular salary be paid one hundred fifty dollars (\$150) per night for each night they supervise such field trips.

## **Section 9. Tuition Reimbursement Fund**

A tuition reimbursement fund will be established annually to reimburse teachers who successfully complete coursework. Such coursework must be wholly and directly related to the teaching profession. The allocation among teachers who qualify for reimbursement will be the responsibility of the REA. However, the RSC, through the Superintendent, will manage the fund and make payment upon receipt of appropriate documentation. The teacher must obtain a B or better for reimbursement, or a passing grade in courses that are only offered pass/fail. For the length of this agreement, the allocation will be \$13,000 in 2019-2020, \$13,500 in 2020-2021, and \$14,000 in 2021-2022.

Regardless of the balance in the Tuition Reimbursement Fund, any teacher who is required by the administration to participate in a specific course will be reimbursed at 100% regardless of the grade obtained.

## **Section 7. Salary Advancement.**

Alternate credits, credits not documented by a college or university, may be granted by the RSC to teachers who design projects, research studies, or curriculum of direct value to the education of children attending the Richmond Consolidated School. Projects must include fifteen (15) hours of instruction within a class, workshop, or other structured setting, as well as a minimum of five (5) additional hours working outside of this setting on related project materials, in order to earn one (1) credit. All projects must meet the following conditions:

1. A written proposal including a projected completion date, is to be submitted to the Alternate Credit Committee. This Committee will consist of three (3) REA members and at least one (1) member of the RSC. The Committee can make suggestions, approve or reject proposals and determine credit values.
2. A written proposal approved by the Alternate Credit Committee will be forwarded to the RSC for approval.
3. Upon completion, documentation, such as a log or journal, of time spent on the project, as well as a summary of projects completed, must be submitted to the Alternate Credit Committee. The Alternate Credit Committee has the option of requesting further development if it is deemed necessary.
4. Upon completion, all documentation and project materials must be presented individually to the RSC.

## **Section 8. Coursework Submission.**

Teachers must submit coursework documentation by February 1st of a given year in order to advance and be compensated at the appropriate educational placement on the salary schedule in the next fiscal year. Any teacher enrolled in Spring Semester course work that would mean advancement on the salary schedule must submit proof of enrollment by February 1<sup>st</sup> of that year.

Upon completion of the coursework, the appropriate documentation must be submitted to the Superintendent by August 1<sup>st</sup> of the given year.

The "horizontal level" of each employee will be determined by his/her academic credits as set forth on the salary schedule subject to approval by the Superintendent. The Superintendent, in considering whether to grant his/her approval, shall be guided by the following criteria:

1. Generally, only graduate level courses will be approved, except that undergraduate level courses may be approved if related to an employee's assignment and not be repetitive of prior academic work.
2. Only courses that are sponsored by an accredited institution of higher learning will be approved.
3. Courses must be, in the opinion of the Superintendent, either directly related to the area of the employee's assignment, or are otherwise in the best interest of the school.

**Section 9. Professional Development Budget.**

A \$10,000 line item in the school budget for professional development will be established annually. \$4,500 of this amount will be dedicated for each teacher to be reimbursed for up to \$200 for a workshop, conference, convention, etc. of their own choice. The RSC, Superintendent, or Principal can request that the remaining \$5,500 from this line item be used to send faculty members to conferences, workshops, etc.

**ARTICLE XVIII  
LONGEVITY PAY**

**Option A.** Any teacher, who has already received a lump sum payment of \$7,500 over a three year period during their employment at Richmond School, shall receive Recurring Longevity Payment as follows:

10 to 14 years	\$1,000
15 to 19 years	\$1,500
20 to 24 years	\$2,000
25 to 29 years	\$2,500
30 or more years	\$3,000

Please note that Option A is no longer available to new hires. It will remain in the contract for reference purposes until all Option A teachers have retired or otherwise left employment with RCS.

**Option B.** All other teachers shall receive Recurring Longevity Payment as follows:

10 to 14 years	\$1,500
15 to 19 years	\$2,000
20 to 24 years	\$2,500
25 to 29 years	\$3,000

30 or more years      \$3,500

Recurring Longevity Payments will be payable with the selected 22 or 26 payment schedule and prorated in the same manner as salary for teachers that work part-time.

Payment of longevity (to be added to the respective Salary Schedule attached hereto) will be based on years of service completed in the Richmond School System at the start of the contract year (July 1<sup>st</sup>).

## **ARTICLE XIX MEDICAL AND DENTAL COVERAGE**

### **Section 1.      Medical Coverage.**

The Town of Richmond will pay seventy (70) percent of the individual or family premium for the available indemnity, preferred provider or point of service plan or seventy-five (75) percent for the individual, or family premium of the available HMO plan.

Recognizing that health insurance costs are rising and plans are continually changing, both the REA and the RSC are willing to open negotiations at any time on this Article.

### **Section 2.      Dental Coverage.**

The Town of Richmond will pay fifty (50) percent of the individual or family premium for dental insurance provided that the minimum requirements for participation allows the Town of Richmond to make this benefit available.

## **ARTICLE XX CHAIN OF COMMAND**

The RSC and the Superintendent will abide by the Chain of Command Procedures when dealing with a complaint concerning a teacher. The parent will be asked to address his/her complaint to the teacher first. If no satisfaction is reached at this meeting, the parent next speaks to the Principal. If satisfaction is again not reached at this meeting, the parent may speak to the Superintendent, and lastly, to the RSC.

## **ARTICLE XXI JUST CAUSE**

No teacher with professional status shall be discharged, disciplined, suspended, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. The provisions of M.G.L. c. 71, §42 will be followed regarding dismissal of teachers without professional status.

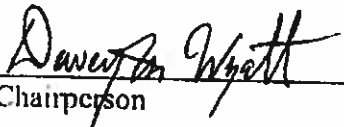




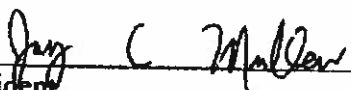
IN WITNESS WHEREOF, the parties have hereunto set their hands this 17<sup>th</sup> day of June 2019.

This agreement will be effective as of July 1, 2019 and will remain in effect until June 30, 2022.

For the School Committee

  
Chairperson

For the Richmond Educational Association

  
Its President

  
Superintendent



**Section 2. Other Payroll Deductions Form.**

I hereby authorize the Richmond Town Treasurer to deduct \$ \_\_\_\_\_ from my wages each payroll period and deposit same to the account referenced below with the \_\_\_\_\_ (Institution name).

The deductions are to begin on \_\_\_\_\_ and continue until a written notice of change by me is received by the Richmond Town Treasurer. Such notice shall be no less than \_\_\_\_\_ days in advance of the date change. I hereby waive any right and claim for said monies so deducted and transmitted in accordance with this authorization.

Payment or Deposit: \$ \_\_\_\_\_ Account Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Copies to:

1. Superintendent
2. MTA or other Institution

**APPENDIX B  
SALARY SCHEDULES  
FY20 (2019-2020)**

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>	<u>MA + 45</u>	<u>MA+60/ CAGS</u>
1	44,866	48,906	50,990	53,284	55,129	56,974
2	47,233	50,809	53,059	55,469	57,348	59,226
3	49,599	52,712	55,130	57,654	59,566	61,479
4	51,965	54,613	57,199	59,838	61,785	63,731
5	54,332	56,516	59,271	62,024	64,004	65,983
6	56,698	59,371	61,341	64,208	66,222	68,236
7	59,064	61,341	63,410	66,393	68,440	70,489
8	61,430	63,462	65,481	68,578	70,659	72,741
9	63,996	65,909	67,550	70,763	72,878	74,993
10		67,573	69,668	72,948	75,097	77,246
11		69,384	71,725	75,132	77,316	79,498
12		71,186	73,782	77,318	79,534	81,751
13		72,802	75,841	79,503	81,753	84,003
14		74,400	77,898	81,688	83,972	86,256
15		75,977	79,957	83,935	86,298	88,662
16		77,554	82,015	86,183	88,625	91,069

Certified staff hired after July 1, 2019 who are at the BA level will not advance beyond Step 5.

Certified staff at the BA level prior to June 30, 2019, shall advance until Step 9 is reached. All staff on BA 9 shall receive an additional \$1,000 in compensation annually.

Base pay per chart plus \$35 per CEC above column excluding CECs above MA+60.

Chart figures exclude longevity, retirement bonuses, or other adjustments.

For FY20 (2019-2020 school year), the salary schedule will drop step 1 and the FY19 (school year 2018-2019) step 2 shall become the new step 1. Teachers hired prior to June 30, 2019, shall remain on their current step for the 2019-2020 school year.

<b>FY21 (2020-2021)</b>						
<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60/ CAGS</b>
1	45,651	49,762	51,882	54,217	56,093	57,971
2	48,060	51,698	53,988	56,439	58,351	60,263
3	50,467	53,634	56,094	58,663	60,609	62,554
4	52,874	55,569	58,200	60,885	62,866	64,846
5	55,283	57,505	60,308	63,109	65,124	67,138
6	57,690	60,410	62,414	65,332	67,381	69,431
7	60,097	62,414	64,520	67,555	69,638	71,722
8	62,505	64,572	66,627	69,779	71,896	74,014
9	65,116	67,062	68,732	72,001	74,153	76,306
10		68,755	70,887	74,225	76,411	78,597
11		70,599	72,980	76,447	78,669	80,889
12		72,432	75,074	78,671	80,926	83,182
13		74,076	77,168	80,894	83,184	85,473
14		75,701	79,261	83,118	85,441	87,765
15		77,306	81,356	85,404	87,809	90,214
16		78,911	83,450	87,691	90,176	92,663

Certified staff hired after July 1, 2019 who are at the BA level will not advance beyond Step 5.

Certified staff at the BA level prior to June 30, 2019 shall advance until Step 9 is reached. All staff on BA 9 shall receive an additional \$1,000 in compensation annually.

Base pay per chart plus \$35 per CEC above column excluding CECs above MA+60.

Chart figures exclude longevity, retirement bonuses, or other adjustments.

Step	FY22 (2021-2022)					
	BA	MA	MA+15	MA+30	MA+45	MA+60/ CAGS
1	46,564	50,757	52,919	55,301	57,215	59,130
2	49,021	52,732	55,067	57,568	59,518	61,468
3	51,476	54,707	57,216	59,836	61,821	63,806
4	53,932	56,680	59,364	62,103	64,124	66,143
5	56,388	58,655	61,514	64,371	66,426	68,481
6	58,844	61,619	63,662	66,638	68,728	70,819
7	61,299	63,662	65,810	68,906	71,031	73,157
8	63,755	65,864	67,959	71,174	73,334	75,494
9	66,418	68,404	70,107	73,441	75,636	77,832
10		70,130	72,304	75,709	77,939	80,169
11		72,011	74,440	77,976	80,242	82,507
12		73,880	76,575	80,244	82,545	84,845
13		75,557	78,711	82,512	84,848	87,183
14		77,216	80,847	84,780	87,150	89,520
15		78,853	82,983	87,112	89,565	92,018
16		80,490	85,119	89,445	91,979	94,516

Certified staff hired after July 1, 2019 who are at the BA level will not advance beyond Step 5.

Certified staff at the BA level prior to June 30, 2019 shall advance until Step 9 is reached. All staff on BA 9 shall receive an additional \$1,000 in compensation annually.

Base pay per chart plus \$35 per CEC above column excluding CECs above MA+60.

Chart figures exclude longevity, retirement bonuses, or other adjustments.

**APPENDIX C**  
**STIPEND POSITIONS**

	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>
<b><u>LEVEL I</u></b>	\$2,000	\$2,500	\$3,000
Acting Principal			
Drama Director			
Music Director			
 <b><u>LEVEL II</u></b>	 \$1,250	 \$1,750	 \$2,000
Garden Coordinator			
High School Coordinator			
Seventh and Eighth Grade Field Trip Coordinator			
Yearbook Coordinator			
 <b><u>LEVEL III</u></b>	 \$1,000	 \$1,250	 \$1,500
Green Team Coordinator			
Student Council/Dance Coordinator			
Teacher Mentor			
 <b><u>LEVEL IV</u></b>	 \$ 600	 \$ 800	 \$1,000
Intramural Sports – Boys and Girls			
Basketball			
Softball			
Volleyball			
Robotics			

**Notes:**

1. Stipends and/or positions can only be shared upon recommendation of the Building Principal and approval of the Superintendent and all appropriate forms have been completed.
2. All salaries for extra-curricular positions that extend over a period in excess of one-half year shall be paid in two equal installments. One shall be at the conclusion of the period of service, the other shall be at a point approximately halfway through the period of service.
3. Others shall be paid in full according to the following schedule (on or about):

Summer Stipends upon project completion and approval

November 15 - March 15 - June 15

**APPENDIX D**  
**TEACHER PERFORMANCE EVALUATION PROCEDURE**

- 
- (1) Purpose of Educator Evaluation
  - (2) Definitions
  - (3) Evidence Used in Evaluation
  - (4) Rubric
  - (5) Evaluation Cycle: Training
  - (6) Evaluation Cycle: Annual Orientation
  - (7) Evaluation Cycle: Self-Assessment
  - (8) Evaluation Cycle: Goal Setting and Educator Plan Development
  - (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts – Educators without PTS
  - (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS
  - (11) Observations
  - (12) Evaluation Cycle: Formative Assessment
  - (13) Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only
  - (14) Evaluation Cycle: Summative Evaluation
  - (15) Educator Plans : General
  - (16) Educator Plans: Developing Educator Plan
  - (17) Educator Plans: Self-Directed Growth Plan
  - (18) Educator Plans: Directed Growth Plan
  - (19) Educator Plans: Improvement Plan
  - (20) Timelines
  - (21) Career Advancement
  - (22) Rating Impact on Student Learning Growth
  - (23) Using Student feedback in Educator Evaluation
  - (24) Using Staff feedback in Educator Evaluation
  - (25) Transition from Existing Evaluation System
  - (26) General Provision



**The Richmond Educators' Association (REA) and the Richmond School Committee (the Committee) recognize that this evaluation process is a new venture with many new learnings and applications involved. As such, there may be from time to time a need to revisit/revise portions of this document. Both parties agree that this portion of the contract can be reopened at any time as determined by either party.**

1) **Purpose of Educator Evaluation**

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

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

- A) **Administrator:** Those individuals who serve in a leadership role in the school or district. Examples include Superintendent, Principal, and directors.
- B) **\*Artifacts of Professional Practice:** The educator will use the "Evidence Cover Sheet" - (see Appendix D - Teacher Performance Evaluation Forms) as the template for his/her portfolio/evidence binder. The evidence binder will address issues of quantity and quality.
- C) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- D) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects (specialists) such as art, music, library, instructional technology, world languages and physical education. May also include special education teachers and reading specialists who teach whole classes.
- E) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching

Practice (603 CMR 35.03). Evidence that has not been shared with the Educator within 10 working days shall not be utilized in the evaluation process except by mutual agreement.

- F) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments, district-developed pre- and post-unit course assessments, and capstone projects. District leadership teams and the REA shall create a review process for district determined measures. The parties will also consider student absenteeism and other factors such as class size and make-up when collaboratively determining, reviewing and evaluating measures.
- G) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload Educators, unless otherwise noted.
- H) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS) or, at the discretion of an Evaluator, for a PTS Educator in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated overall needs improvement. Teachers who successfully complete a Directed Growth Plan shall be placed on a Self-Directed Growth Plan in the next cycle. If by June 1<sup>st</sup>, the Educator does not receive a rating of proficient or exemplary, he or she shall be rated unsatisfactory and shall be placed on an Improvement Plan for the next cycle, which can be from 60 instructional days to one full school year.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of no fewer than 90 instructional days and no more than one school year for Educators with PTS who are rated less than proficient after completing a Directed Growth Plan with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year, by mutual agreement.

- I) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- J) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- K) **\*Evaluator:** Any person designated by a Superintendent who has primary or supervisory responsibility for observation and evaluation. The Superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
  - i) **The Primary Evaluator** is the Principal and shall be the person who determines the Educator’s performance ratings and evaluation. She/he shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments and evaluating the Educator’s progress toward attaining the Educator Plan goals.
  - ii) **The Supervising Evaluator** may be the primary Evaluator or his/her designee. If she/he is a separate administrator, she/he is responsible for making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan.
  - iii) Team Leaders, Deans, Directors and Coordinators may make recommendations about the evaluation of professional status teachers on Self-Directed Growth Plans to the Principal at the end of the Educator Plan cycle.
  - iv) The Principal is the Evaluator of all non-professional status teachers and PTS Educators not on self-directed plans.
  - v) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator. The Educator may request a different Evaluator by written request to the Evaluator and/or the Superintendent.
- L) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- M) **\*Experienced Educator:** An Educator with Professional Teacher Status (PTS).
- N) **\*Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- O) **\*Formative Assessment:** The process used to assess progress toward attaining goals set forth in Educator Plans, performance on standards, or both. This process

may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- P) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth Plan which is used to arrive at a rating on progress toward attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- Q) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- R) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- S) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. Measures of student learning may include, but are not limited to: informal demonstration of student understanding along with associated rubrics, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, portfolios, multi-stage performance tasks, internships, service learning projects, district and state determined measures (when guidance is offered by the state).
- T) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. Video observations may be used at the request of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

**Voluntary responsibilities:**

- Shall not be included within an Educator's evaluation unless there is an egregious act performed by the Educator, or by mutual agreement.
- Any observation conducted by a district team or colleagues in fulfillment of district initiatives designed to enhance professional development, collegiality, and professional learning communities will not be considered evaluative or evidence.

- U) **Parties:** The parties to this agreement are the Richmond School Committee and the REA, which represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- V) **\*Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- **Exemplary:** The Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - **Proficient:** The Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - **Needs Improvement:** The Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - **Unsatisfactory:** The Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) **\*Performance Standards:** Locally-developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning after reviewing state guidelines.
- Z) **Rating of Overall Educator Performance:** The Educator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Educator’s performance against the four Performance Standards and the Educator’s attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement

- iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- AA) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards. These rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
  - v) The parties agree to adopt the state rubric, recognizing that it may be necessary to meet/review/modify the rubric during this contract agreement. The Teacher Rubric and the Guide to the rubric may be found on the DOE website as follows:  
[http://www.doe.mass.edu/eval/model/PartIII\\_AppxC.pdf](http://www.doe.mass.edu/eval/model/PartIII_AppxC.pdf)
- BB) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- CC) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The Superintendent is responsible for the implementation of 603 CMR 35.00.
- \*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, case load Educators and specialists.
- DD) **\*Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low. This timeline applies for the duration of this contract only.

### 3) Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Common Core Curriculum or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Common Core Curriculum or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores if applicable.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
  - i) Evidence compiled and presented by the Educator, including:
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plans, contributions to the school community, and professional culture; and
    - (b) Evidence of active outreach to and engagement with families;



- ii) Evidence of progress toward professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the Superintendent.

**4) Rubric**

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

**5) Evaluation Cycle: Annual Orientation**

A) At the start of each school year, the Superintendent, Principal or designee shall conduct an orientation for newly-hired Educators and Evaluators focused substantially on Educator evaluation. Previously trained members may request or be requested to be included in the orientation. The Superintendent, Principal or designee shall:

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

B) Educators hired after the annual orientation shall be provided an overview and forms within four weeks of their hire dates.

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

A) Completing the Self-Assessment

- i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 15<sup>th</sup> or within four weeks of the start of their employment at the school, whichever is longer. It is understood that the self-assessment portion must be completed prior to the beginning of the goal setting process.
- ii. Nothing herein shall prevent a teacher from expediting this process and completing the self-assessment and goal setting cycles prior to the October

15<sup>th</sup> deadline. Teachers are encouraged to complete this process as soon as they are prepared.

iii. The self-assessment includes:

(a) An analysis of evidence of prior student learning, growth and achievement for students who will be under the Educator's responsibility for the year in which the self-assessment takes place.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

(1<sup>st</sup>) At least one goal directly related to improving the Educator's own professional practice.

(2<sup>nd</sup>) At least one goal directly related to improving student learning.

**B) Proposing the goals**

i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by September 15<sup>th</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

- i. Educators will be provided time to engage in the goal setting process and to develop Educator Plans during collaborative planning time and professional development days.
- ii. The Educator and the Evaluator will work together to prioritize the specific indicators on the four performance standards that will be the major focus for that evaluation cycle.
- iii. Team time must be provided to consider team goals.
- iv. Consultation time with Specialists may be required to complete Educator goals.
- v. Time provided, as referenced above, will not interfere with preparation time or Educator lunches.

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

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

- i. Educators in the first year of their employment will meet with their Evaluator within four weeks from the Educator's first work day of that school year to review regulatory and contractual requirements for evaluation, including goal setting and the Educator Plan. Dependent on the Educator's date of hire, the Evaluator will make every effort to have this meeting so that the Educator can meet the October 15<sup>th</sup> deadline for Self-Assessment and Goal Setting to be completed. This meeting may involve more than one Educator.

All other Educators may meet with the Evaluator in teams and/or individually with the specified timeframe above of each academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus. For those Educators hired after the start of the school year, the meeting with the Evaluator to review the Educator Plan must occur from the start of their assignment, but in any case prior to the first observation. Evaluators cannot formally observe Educators until 10 days after completion of the Self-Assessment and Goal Setting. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or

unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

- ii. Time provided above will not interfere with preparation time or Educator lunches. Evaluators will minimize interfering with teaching time for above activities.

- D) The Evaluator completes the Educator Plan by October 15<sup>th</sup>. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

- A) During the first year of employment as an Educator at RCS:
  - i. The Educator shall have at least two announced observations during the school year using the protocol described below in section 11B, below.
  - ii. The Educator shall have at least four unannounced observations during the school year.
- B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
  - i. The Educator shall have at least one announced observation during the school year using the protocol described below in section 11B, below.
  - ii. The Educator shall have at least three unannounced observations during the school year.
- C) Every unannounced observation in which the Educator receives a needs improvement or unsatisfactory rating shall be followed up with a second unannounced observation within five to twenty school days. If the Educator receives a needs improvement or unsatisfactory rating after the second unannounced observation, the Evaluator will schedule an announced observation no sooner than five school days and no later than twenty school days.

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

- A) The Educator whose overall rating is proficient or exemplary must have at least two unannounced observations during each year of the evaluation cycle, using the protocol described below in section 11A, below.
- B) Teachers may request that the Evaluator make an announced observation at a mutually agreeable time. Further, upon mutual agreement, this observation may take the place of an observation referenced in 10A.

- C) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- D) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan, which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or *fewer* less, there must be no fewer than one announced and two unannounced observations.
- E) Every unannounced observation in which the Educator receives a needs improvement or unsatisfactory rating shall be followed up with a second unannounced observation no sooner than five school days and no later than twenty school days. After a second unannounced observation in which the Educator receives a needs improvement or unsatisfactory rating, there shall be an announced observation no sooner than five school days and no later than twenty school days.

**10) Observations**

The Evaluator's first observation of the Educator should take place by November 15<sup>th</sup> for non-PTS Educators. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

**A) Unannounced Observations**

- i. Unannounced observations will be at least ten minutes long, or shorter by mutual agreement. Evaluators will exercise professional judgment in both scheduling and in framing them within the context of the school day and year. The context will be addressed in the post-observation meeting and evaluation. Non-PTS will have at least four unannounced observations in Year 1 and at least three unannounced observations in Year 2 and 3. PTS Educators will have at least two unannounced observations per year.
- ii. Any observation conducted by a district team or colleagues in fulfillment of district initiatives designed to enhance professional development, collegiality, and professional learning communities will not be considered evaluative or evidence.
- iii. Each Educator will receive no fewer than the minimum prescribed amount of unannounced observations throughout the course of a given evaluation cycle. Receiving more than the prescribed minimum amount of unannounced observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.

- iv. The Evaluator shall signify that she/he is conducting an unannounced observation by making his/her presence and intent known visually or verbally, or after the observation by mutual agreement.
- v. Within three to five school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or Educator, but shall be rescheduled within 24 hours, if possible.
  - (1st) The Educator will be provided with written feedback from the Evaluator within five school days of the post-observation. The written feedback shall be delivered to the Educator in person, by email, or placed in the Educator's mailbox.
  - (2nd) An Educator who has been observed in an unannounced observation may expect to receive a written report of said observation in accordance with paragraph v. above. If no such report is provided within said timeframe, then results from that observation critical of the Educator's performance may not be included in the Evaluator's summative evaluation of the Educator's performance.
  - (3<sup>rd</sup>) The Educator must sign and return the observation form within five school days of receipt of the document.

**B) Announced Observations**

- i. All non-PTS Educators in their first year in the school shall have at least two announced observations. All non-PTS Educators in their second and third years in the school shall have at least one announced observation per year. PTS Educators on Improvement Plans shall have at least one Announced Observation.
  - a. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - b. Within five school days of the scheduled observation, upon request of either the Evaluator or Educator, both shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the

actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

**C) Post-Observation**

- i. Within three to five school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- ii. The Evaluator shall provide the Educator with written feedback within five school days after of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - a. Describe the basis for the Evaluator's judgment.
  - b. Describe actions the Educator should take to improve his/her performance.
  - c. Identify support and/or resources the Educator may use in his/her improvement.
  - d. The Evaluator and Educator must sign the observation form within five days of receipt of the document.
  - e. The Educator's signature does not necessarily indicate agreement with the contents.
  - f. The Educator may attach a letter and/or evidence to the observation.
- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 20 school days. This follow-up observation may be done by the original Evaluator or a new Evaluator identified by the Superintendent. Should the Educator choose to have an alternative Evaluator, the Educator will put the request in writing to the Superintendent within one week of the most recent observation.

**11) Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators

are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

- B) Formative Assessment typically takes place mid-cycle when a Formative Assessment Report is completed, however, if, based on collected data, the Evaluator determines an Educator is struggling, up to two additional Formative Assessments per year may take place. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. For an Educator on a three-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one and two (note: a three year evaluation cycle is only applicable for the duration of this contract cycle). See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan and performance on Performance Standards.
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox.
- G) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. This letter and/or evidence shall be attached to the assessment at the discretion of the Educator.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.



- J) If the rating in the Formative Assessment report differs significantly overall from the last summative rating the PTS Educator received, the Evaluator may place the Educator on a different Educator Plan mid-cycle, appropriate to the new rating.
- K) If the rating in the Formative Assessment for a non- PTS Educator indicates that she/he is struggling, the Evaluator may place the Educator on a different Educator Plan mid-cycle.

**12) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans**

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle.
- B) By the first Monday in May, the Educator shall provide to the Evaluator evidence of progress toward achieving goals. This shall include evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- C) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. This letter and/or evidence can be attached to the assessment at the discretion of the Educator.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) The Formative evaluation cycle concludes with a Formative evaluation report. For Educators on two year Educator Plans, the Formative report must be written and provided to the Educator by June 1.
- I) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

**13) Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the Educator by June 1.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary Evaluator shall determine the overall summative rating that the Educator receives.
- D) For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's rating. In cases where the Superintendent serves as the primary Evaluator, the Superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) By the first Monday in May, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than June 1.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 4<sup>th</sup>.

- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 5th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.
- P) If after consistent feedback through observations, artifacts, and discussion, there is documented evidence that the teacher continues to be rated overall needs improvement, the Evaluator may place the teacher on a Directed Growth Plan for the following year, or on an improvement plan if the teacher is rated overall unsatisfactory.

#### **14) Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii. At least one goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
- C) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs. The District may pay the cost, if any, of any course, conference or other activity agreed upon by the parties. The District and the Educator will work together to find necessary time to follow through with recommendations.
- D) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

**15) Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS.
- B) At the discretion of the Evaluator, Educators with PTS in new assignments may be assigned a Developing Educator Plan by the Evaluator for their first year in the new position. Upon being deemed proficient or exemplary, the Educator shall be moved to the self-directed plan.
- C) If, based on collected data, the Evaluator determines a non-PTS Educator is struggling, up to two additional Formative Assessments per year may take place, and based on the results, the Evaluator may place the non-PTS Educator on a Directed Growth Plan.

**16) Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, but whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, but whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- C) "Impact on student learning" shall be negotiated after the DESE publishes guidelines pertaining to the issue.

**17) Educator Plans: Directed Growth Plan**

- A) A Directed Growth Plan is for those Educators with PTS who did not receive at least a proficient rating during the previous Self-Directed Plan and for those non-PTS Educators who received a less than proficient rating on their Formative Assessment or summative evaluation.
- B) The length of the plan shall be a minimum of 60 instructional days and a maximum of one school year
- C) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- D) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- E) The Evaluator will complete a summative evaluation of the Educator at the conclusion of the Directed Growth Plan. For an Educator on a Directed Growth

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

- F) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
- G) In those cases where the non-PTS Educator was placed on a Directed Growth Plan as a result of her/his Formative Assessment or Summative Evaluation. If the Evaluator determines that the Educator is not making substantial progress toward proficiency or remains at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be non-renewed.

#### **18) Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory in the previous Directed Growth Plan.
- B) An Improvement Plan shall be no fewer than 90 instructional days and no more than one school year following a less than proficient rating on a Directed Growth Plan. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins, if mutually acceptable. If the Educator agrees to take a pre-approved course or attend a pre-approved conference as part of the improvement plan, the district will absorb the cost. Any summer activities shall not be included in the lengths of time referenced above.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary Evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- ii. The Educator may request that a representative of the REA attend the meeting(s).
- iii. If the Educator consents, the REA president will be informed that an Educator has been placed on an Improvement Plan.

**G) The Improvement Plan shall:**

- i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
- ii. Describe the activities and work products the Educator must complete as a means of improving performance;
- iii. Describe the assistance that the district will make available to the Educator;
- iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
- v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
- vi. Identify the individuals assigned to assist the Educator who must include the Supervising Evaluator and may include other individual(s) as agreed upon by the parties; and
- vii. Include the signatures of the Educator and Supervising Evaluator.

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

**I) Decision on the Educator's status at the conclusion of the Improvement Plan.**

- i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
  - a. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
  - b. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
  - c. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the

Educator is not making substantial progress toward proficiency or remains at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

**19) Timelines**

**A) Non PTS Educators on One Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, Principal or designee meets with Evaluators and Educators to explain evaluation process	<i>September 7</i>
Evaluator meets with non-PTS Educators to assist in self-assessment and goal setting process	Sept.15
Educator submits Educator Plan which includes self-assessment and proposed goals	October 15
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 23
Evaluator reviews and signs off on Educator Plans	October 30
Evaluator should complete first observation of each Educator. (see Section 9A and B for frequency)	November 15
Educator submits evidence of parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Evaluator and Educator sign Formative Evaluation Report	February 20
Educator submits evidence of parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by	<i>April 20*</i>

Evaluator	
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are proficient or exemplary	June 10
Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt	June 15

### B) PTS Educators on Two Year Plans

Activity:	(Two Years Plans) Completed By:	
Superintendent, Principal or designee meets with Evaluators and Educators to explain evaluation process	September 7	
Evaluator meets with PTS Educators to assist in self-assessment and goal setting process if requested by Educator	Sept. 15	
Educator submits Educator Plan which includes self-assessment and proposed goals	October 15	
Evaluator reviews Educator Plans and may meet with Educators as needed (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 23	
Evaluator reviews and signs off on Educator Plans	October 30	
Evaluator completes unannounced observation(s) (see Section 10A for frequency)	Any time during each year of the 2-year evaluation cycle	
Educator submits evidence <i>on</i> of parent outreach, professional growth, progress on goals (see Section 13B)	Monday following April vacation	
Evaluator completes Formative Evaluation Report	May 15 of Year 1	
Evaluator conducts Formative Evaluation Meeting, if any	May 15 of Year 1	



Educator signs Formative Evaluation Report and adds response, if any, within 5 school days of receipt	<i>May 20 of Year 1</i>	
Evaluator completes Summative Evaluation Report	June 1 of Year 2	
Evaluator conducts Summative Evaluation Meeting, if any	June 1 of Year 2	
Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt	June 5 of Year 2	

**C) Educators on Plans of Less than One Year**

The timeline for Educators on Plans of less than one year will be established on a case-by-case basis and timelines will be clearly defined in the Educator Plan. A Formative Assessment report must be completed by mid-cycle and a Summative Assessment report must be completed by no later than three weeks before the identified end of the cycle.

**20. Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall for at least the second and third non-PTS years. A Principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the Superintendent by May 1. The Principal’s decision is subject to review and approval by the Superintendent. After consulting with the Superintendent, the Principal may grant PTS status to new teachers who have worked fewer than three years if they have achieved prior PTS status.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

**21. Rating Impact on Student Learning Growth**

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

**22. Using Student feedback in Educator Evaluation**

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

**23. Using Staff feedback in Educator Evaluation**

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

**24. General Provisions**

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

**APPENDIX D continued in Supplemental Documentation.**

**APPENDIX E also contained in Supplemental Documentation.**



# Self-Assessment Form



Educator—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 educator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data.*

603 CMR 35.06 (2)(a)1

Team, if applicable: \_\_\_\_\_

List Team Members below:

_____	_____
_____	_____
_____	_____

# Self-Assessment Form



Educator—Name/Title: \_\_\_\_\_

## Part 2: Assessment of Practice Against Performance Standards

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

603 CMR 35.06 (2)(a)2

Team, if applicable: \_\_\_\_\_

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Educator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluator\* \_\_\_\_\_ Date \_\_\_\_\_

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

# Educator Plan Form



Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

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

Plan Duration:     Two-Year             One-Year             Less than a year \_\_\_\_\_

Start Date: \_\_\_\_\_                      End Date: \_\_\_\_\_

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

<b>Student Learning Goal(s): Planned Activities</b> <i>Describe actions the educator will take to attain the student learning goal(s).                      Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District <sup>1</sup>	Timeline or Frequency

\*Additional detail may be attached if needed.

# Educator Plan Form



Educator—Name/Title: \_\_\_\_\_

<b>Professional Practice Goal(s): Planned Activities</b> <i>Describe actions the educator will take to attain the professional practice goal(s).                      Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District <sup>1</sup>	Timeline or Frequency

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

Signature of Evaluator \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Educator\* \_\_\_\_\_ Date: \_\_\_\_\_

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

<sup>1</sup> Must identify means for educator to receive feedback for improvement per 603 CMR 35.06(3)(d).



# Goal Setting Form



Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

Check all that apply<sup>1</sup>:     Proposed Goals     Final Goals    Date: \_\_\_\_\_

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

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

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

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

# Evaluation Tracking Sheet



Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

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

Plan Duration:       Two-Year       One-Year       Less than a year \_\_\_\_\_

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

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

<sup>2</sup> Formative Evaluation only occurs at the end of the first year of a two-year Self-Directed Growth Plan.

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

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

# Formative Evaluation Report Form



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

Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

### Assessing<sup>1</sup>:

- Progress toward attaining goals       Performance on Standards       Both

<b>Progress Toward Student Learning Goal(s)</b> <i>Attach additional pages as needed.</i>
<input type="checkbox"/> Did not meet <input type="checkbox"/> Some progress <input type="checkbox"/> Significant Progress <input type="checkbox"/> Met <input type="checkbox"/> Exceeded <u>Rationale, evidence, and feedback for improvement:</u>          
<b>Progress Toward Professional Practice Goal(s)</b> <i>Attach additional pages as needed.</i>
<input type="checkbox"/> Did not meet <input type="checkbox"/> Some progress <input type="checkbox"/> Significant Progress <input type="checkbox"/> Met <input type="checkbox"/> Exceeded <u>Rationale, evidence, and feedback for improvement:</u>          

<sup>1</sup> As per 603 CMR 35.02 and 603 CMR 35.06(5), formative evaluation shall mean the process used to assess progress towards attaining goals set forth in Educator Plans, performance on performance standards, or both.

# Formative Evaluation Report Form



Educator—Name/Title: \_\_\_\_\_

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

## Rating on Each Standard

**I: Curriculum, Planning, & Assessment**     Unsatisfactory     Needs Improvement     Proficient     Exemplary

Rationale, evidence, and feedback for improvement:

**II: Teaching All Students**     Unsatisfactory     Needs Improvement     Proficient     Exemplary

Rationale, evidence, and feedback for improvement:

**III: Family & Community Engagement**     Unsatisfactory     Needs Improvement     Proficient     Exemplary

Rationale, evidence, and feedback for improvement:

**IV: Professional Culture**     Unsatisfactory     Needs Improvement     Proficient     Exemplary

Rationale, evidence, and feedback for improvement:

# Formative Evaluation Report Form



Educator—Name/Title: \_\_\_\_\_

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

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

**The educator shall have the opportunity to respond in writing to the formative evaluation as per 603 CMR 35.06(5)(c) on the Educator Response Form.**

Signature of Evaluator \_\_\_\_\_ Date Completed: \_\_\_\_\_

Signature of Educator\* \_\_\_\_\_ Date Received: \_\_\_\_\_

\* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Response Form.

# Summative Evaluation Report Form



Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

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

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

Did not meet  Some progress  Significant Progress  Met  Exceeded

Rationale, evidence, and feedback for improvement:

Empty space for providing rationale, evidence, and feedback for improvement regarding student learning goals.

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

Did not meet  Some progress  Significant Progress  Met  Exceeded

Rationale, evidence, and feedback for improvement:

Empty space for providing rationale, evidence, and feedback for improvement regarding professional practice goals.

# Summative Evaluation Report Form



Educator—Name/Title: \_\_\_\_\_

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







# Educator Collection of Evidence Form



Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

Evidence pertains to (check all that apply)<sup>1</sup>:

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

## Summary of Evidence

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

Signature of Educator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Attachment(s) included

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

# Observation Evidence Collection Tool



Educator—Name/Title:

Evaluator—Name/Title:

School(s):

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

Plan Duration:  Two-Year  One-Year  Less than a year \_\_\_\_\_

Observation Number:  Observation Date:  Observation Time/Duration:

Observation Location (e.g., classroom, grade-level meeting, etc.):

Intended Observation Focus: higher-order thinking (school focus on rigor)

Observation Evidence <i>What did the educator and students say and do?</i>	Aligned Indicator
<b>Feedback to the Educator</b>	

Observation Evidence pertains to (check any that apply):

Progress toward attaining student learning goal(s)

Progress toward attaining professional practice goal(s)

<b>Standards and Indicators for Effective Teaching Practice: Rubric Outline</b>			
<b>I. Curriculum, Planning, &amp; Assessment</b>	<b>II. Teaching All Students</b>	<b>III. Family &amp; Community Engagement</b>	<b>IV. Professional Culture</b>
I-A. Curriculum and Planning I-B. Assessment I-C. Analysis	II-A. Instruction II-B. Learning Environment II-C. Cultural Proficiency II-D. Expectations	III-A. Engagement III-B. Collaboration III-C. Communication	IV-A. Reflection IV-B. Professional Growth IV-C. Collaboration IV-D. Decision-making IV-E. Shared Responsibility IV-F. Prof. Responsibilities

# Formative Assessment Report Form



Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

**Assessing<sup>1</sup>:**

Progress toward attaining goals

Performance on Standards

Both

**Progress Toward Student Learning Goal(s)**

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

Blank area for describing current level of progress and feedback for improvement.

**Progress Toward Professional Practice Goal(s)**

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

Blank area for describing current level of progress.

<sup>1</sup> As per 603 CMR 35.02 and 603 CMR 35.06(5), formative assessment shall mean the process used to assess progress toward attaining goals set forth in Educator Plans, performance on Performance Standards, or both.

# Formative Assessment Report Form



Educator—Name/Title: \_\_\_\_\_

<b>Performance on Each Standard</b> <i>Describe performance and feedback for improvement. Attach additional pages as needed.</i>
<b>I: Curriculum, Planning, &amp; Assessment</b>          
<b>II: Teaching All Students</b>          
<b>III: Family &amp; Community Engagement</b>          
<b>IV: Professional Culture</b>          

The educator shall have the opportunity to respond in writing to the formative assessment as per 603 CMR 35.06(5)(c) on the Educator Response Form.

Signature of Evaluator \_\_\_\_\_ Date Completed: \_\_\_\_\_

Signature of Educator\* \_\_\_\_\_ Date Received: \_\_\_\_\_

\* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Response Form.

# Educator Response Form



Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

**Response to: (check all that apply)**

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

<b>Educator Response</b> <i>Attach additional pages as needed.</i>	

Signature of Educator \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_ Date: \_\_\_\_\_

Attachment(s) included

## Evaluator Record of Evidence Form

Educator—Name/Title: \_\_\_\_\_

Primary Evaluator—Name/Title: \_\_\_\_\_

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

School(s): \_\_\_\_\_

Academic Year: \_\_\_\_\_ Educator Plan and Duration: \_\_\_\_\_

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

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



# Evaluator Record of Evidence Form

Educator: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date (Record date of collection, duration if applicable)	Source of Evidence* (e.g., parent conference observation)	Standard(s)/ Indicator(s) Note Standard(s) and Indicator(s) to which evidence is tied	Analysis of Evidence Record notes "based on observations and artifacts of professional practice, including unannounced observations of practice of any duration" or other forms of evidence to support determining ratings on Standards as per <u>603 CMR 35.07</u>	Feedback Provided Briefly record feedback given to educator (e.g. strengths recognized, suggestions for improvement)
EX: 11/8/11	EX: unit plans, benchmark data	EX: 1-B	EX: unit plans were appropriately modified after analysis of benchmark data to better reflect student performance at mid-point of semester	EX: recognized strong adjustment to practice, suggested teacher collaborate with team on backward curriculum mapping

\*Note if classroom observations are announced or unannounced.





**Source of Evidence**

Artifact

Observation - announced

Observation - unannounced

Student data

Feedback - students

**Standard-Indicator**

I-A. Curriculum and Planning

I-B. Assessment

I-C. Analysis

II-A. Instruction

II-B. Learning Environment

II-C. Cultural Proficiency

II-D. Expectations

III-A. Engagement

III-B. Collaboration [Fam & Comm. Engage.]

III-C. Communication

IV-A. Reflection

IV-B. Professional Growth

IV-C. Collaboration [Prof. Culture]

IV-D. Decision-making

IV-E. Shared Responsibility

IV-F. Professional Responsibilities

# **Massachusetts Model System for Educator Evaluation**

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## **CLASSROOM TEACHER RUBRIC**

**August 2018**



**MASSACHUSETTS DEPARTMENT OF  
ELEMENTARY AND SECONDARY  
EDUCATION**

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Massachusetts Department of Elementary and Secondary Education (DESE)

## Classroom 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.

### 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 1 of the teacher rubric: *Curriculum and Planning; Assessment; and Analysis.* There are 17 Indicators in total for teachers.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements 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 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 support the entire 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. DESE encourages educators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and elements that may 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, educators may focus more on high priority indicators and/or elements during self-assessment, target them during goal setting or evidence collection, or all of the above. The expectation is that by the end of the evaluation cycle, educators and evaluators have gathered and shared a reasonable amount of evidence related to practice in all four Standards, sufficient to support a rating for each Standard. Evaluators may request additional evidence as needed.

# Classroom Teacher Rubric

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

# Classroom 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 & 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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary <sup>1</sup>
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 subject-specific skills and vocabulary.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences that enable them to acquire complex knowledge and subject-specific skills and vocabulary.	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 subject-specific skills and vocabulary, such that they are able to make and assess evidence-based claims and arguments.	Demonstrates expertise in subject matter and the pedagogy it requires by consistently engaging all students in learning experiences that enable them to acquire, synthesize, and apply complex knowledge and subject-specific skills and vocabulary, such that they are able to make and assess evidence-based claims and arguments. Models this practice for others.

<sup>1</sup>Exemplary practice in many elements includes the expectation that an educator model the practice for other educators. Modeling can occur in formal and informal ways, including but not limited to training, teaching, coaching, assisting, sharing, and/or demonstrating good practice. Where and when this expectation is appropriate, this level of expertise is denoted by "Models this practice for others."

# Classroom Teacher Rubric

## Indicator I-A. Curriculum & 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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary <sup>1</sup>
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students in this grade or subject, 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 in this grade or subject, 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 exercise self-management, make responsible decisions, and move toward meeting intended outcomes.	Demonstrates knowledge of the developmental levels of students in this grade or subject and the different ways they learn by providing differentiated learning experiences that enable all students to exercise self-management, make responsible decisions, and progress toward meeting intended outcomes.	Demonstrates expert knowledge of the developmental levels of students in this grade or subject and uses this knowledge to differentiate and expand learning experiences that enable their own students to exercise self-management, make responsible decisions, and make significant progress toward meeting intended outcomes. Models this practice for others.
I-A-3. Well-Structured Units and Lessons	Delivers individual lessons rather than units of instruction; constructs units of instruction that are not aligned with state standards/local curricula; and/or designs lessons that lack measurable outcomes, fail to include appropriate student engagement strategies, and/or include tasks that mostly rely on lower level thinking skills.	Implements lessons and units of instruction to address some knowledge and skills defined in state standards/local curricula with some elements of appropriate student engagement strategies, but some student outcomes are poorly defined and/or tasks are not challenging.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that students are able to learn the knowledge and skills defined in state standards/local curricula.	Adapts as needed and implements standards-based units comprised of well-structured lessons with challenging tasks and measurable outcomes; appropriate student engagement strategies, pacing, sequence, resources, and grouping; purposeful questioning; and strategic use of technology and digital media; such that all students are able to learn and apply in authentic contexts the knowledge and skills defined in state standards/local curricula. Models this practice for others.

# Classroom 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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p><b>I-B-1.</b>  <b>Variety of Assessment Methods</b></p>	<p>Administers only the assessments required by the school and/or measures only point-in-time student achievement.</p>	<p>May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards</p>	<p>Uses a variety of informal and formal assessments methods, including common interim assessments, to measure students' learning, growth, and progress toward achieving state/local standards.</p>	<p>Designs and administers a comprehensive system of informal and formal assessments, including common interim assessments and ongoing progress monitoring methods, to measure each student's learning, growth, and progress toward achieving state/local standards. Models this practice for others.</p>
<p><b>I-B-2.</b>  <b>Adjustments to Practice</b></p>	<p>Makes few adjustments to practice based on formal and informal assessments.</p>	<p>May analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.</p>	<p>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 differentiated interventions and enhancements for students.</p>	<p>Regularly organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice in real-time and in upcoming lessons or units by (a) identifying and/or implementing appropriate differentiated interventions and enhancements for all students, and (b) making appropriate modifications to lessons and units. Models this practice for others.</p>



# Classroom Teacher Rubric

## Indicator I-C. Analysis

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

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p>I-C-1. Analysis and Conclusions</p>	<p>Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.</p>	<p>Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.</p>	<p>Draws appropriate conclusions from a thorough analysis of a wide range of assessment data to inform instructional decisions and improve student learning.</p>	<p>Draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data to inform short- and long-term instructional decisions that improve learning for all students. Models this practice for others.</p>
<p>I-C-2. Sharing Conclusions With Colleagues</p>	<p>Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback.</p>	<p>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.</p>	<p>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.</p>	<p>Proactively and regularly shares conclusions and insights about student progress with all appropriate colleagues. Seeks and applies feedback from them about instructional and assessment practices that will support improved student learning.</p>
<p>I-C-3. Sharing Conclusions With Students</p>	<p>Provides little or no feedback to students about their performance except through grades or report of task completion, or provides inappropriate feedback that does not support students to improve their performance.</p>	<p>Provides some feedback to students about performance beyond grades but rarely shares strategies or solicits feedback from students on how to improve their performance toward objectives.</p>	<p>Based on assessment data, provides descriptive feedback to students, engages them in constructive conversation, and seeks feedback that focuses on how students can improve their performance.</p>	<p>Establishes regular feedback loops with students that support constructive conversation about student performance, progress, and improvements based on assessment data. Models this practice for others.</p>

## Classroom Teacher Rubric

### STANDARD II: Teaching All Students

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

#### Indicator II-A. Instruction

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

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p><b>II-A-1.</b> <b>Quality of Effort and Work</b></p>	<p>Establishes no or low expectations around quality of work and effort and/or offers few supports for students to produce quality work or effort.</p>	<p>May state 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.</p>	<p>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.</p>	<p>Consistently demonstrates high expectations for the quality of student work and the perseverance and effort required to produce it; supports students to set high expectations for themselves and for each other to produce high-quality work. Models this practice for others.</p>
<p><b>II-A-2.</b> <b>Student Engagement</b></p>	<p>Uses instructional practices that leave most students uninvolved and/or passive participants in the content of the lesson.</p>	<p>Uses instructional practices that motivate and engage some students in the content of the lesson, but leave others uninvolved and/or passive participants.</p>	<p>Consistently uses instructional practices that are likely to motivate and engage most students in the content of the lesson.</p>	<p>Consistently uses instructional practices that motivate and engage all students in the content of the lesson and independent work. Models this practice for others.</p>

# Classroom Teacher Rubric

## 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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate inclusive practices to accommodate differences, but fails to address an adequate range of differences.	Uses appropriate inclusive practices, such as tiered supports and scaffolded instruction, to accommodate differences in students' learning needs, abilities, interests, and levels of readiness, including those of academically advanced students, students with disabilities, and English learners.	Uses a variety of appropriate inclusive practices, such as tiered supports and scaffolded instruction, to address specific differences in individual students' learning needs, abilities, interests, and levels of readiness, creating structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Models this practice for others.

Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.

## Indicator II-B. Learning Environment

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Models this practice for others.

# Classroom 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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p><b>II-B-2.</b> <b>Collaborative Learning Environment</b></p>	<p>Makes little effort to teach relationship and communication skills or facilitate student work in groups, or such attempts are ineffective.</p>	<p>Teaches some relationship and communication skills by providing some opportunities for students to work in groups and facilitating meaningful discourse.</p>	<p>Develops students' relationship and communication skills by providing opportunities for students to learn in groups with diverse peers and facilitating meaningful academic discourse.</p>	<p>Develops and reinforces students' relationship and communication skills by providing opportunities for students to learn in groups with diverse peers and facilitating meaningful academic discourse, such that students regularly seek out their peers as resources. Models this practice for others.</p>
<p><b>II-B-3.</b> <b>Student Motivation</b></p>	<p>Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.</p>	<p>Creates some learning experiences that guide students to identify needs, ask for support, problem-solve, and challenge themselves to take academic risks</p>	<p>Regularly creates learning experiences that guide students to identify their strengths, interests, and needs; problem-solve; ask for support when appropriate; take academic risks; and challenge themselves to learn.</p>	<p>Consistently supports all students to identify strengths, interests, and needs; set and pursue learning goals; ask for support when appropriate; take academic risks; problem-solve; challenge themselves; and monitor their own progress. Models this practice for others.</p>

## Classroom Teacher Rubric

### Indicator II-C. Student Learning

Demonstrates expected impact on student learning based on multiple measures of student learning, growth, and achievement. For teachers who are responsible for direct instruction, these measures must include student progress on common assessments and, where available, statewide student growth measures.

The model rubrics describe *educator practice* and provide clear criteria across four performance levels that focus on the educator's actions and behaviors. The Student Learning Indicator is about the *impact of those actions relative to student learning*. Did students learn as much as educators set out to teach?

For teachers, evidence of impact on student learning based on multiple measures of student learning, growth, and achievement must be taken into account by the evaluator when determining a performance rating for Standard II. Because evaluators are not required to make a rating determination for any individual Indicator, this allows them to consider evidence of impact alongside evidence of practice when determining a rating for Standard II. There are **no associated elements or performance descriptors** for the Student Learning Indicator.

**Student Learning Indicator.**

Evaluators and educators should identify the most appropriate assessments of student learning and anticipated student learning gains associated with those measures when developing the Educator Plan.

### Indicator II-D. Cultural Proficiency

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

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p><b>II-D-1.</b> Creates and Maintains a Respectful Environment</p>	<p>Establishes an environment in which students demonstrate limited respect for individual differences, and fails to identify and/or responds in inappropriate ways when conflicts arise.</p>	<p>Establishes an environment in which students generally demonstrate respect for individual differences; anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.</p>	<p>Establishes an environment in which students demonstrate respect for and affirm their own (self-awareness) and others' (social awareness) differences related to background, identity, language, strengths, and challenges, and responds appropriately if/when conflicts or misunderstandings arise related to such differences.</p>	<p>Establishes an environment in which students respect and affirm their own (self-awareness) and others' (social awareness) differences and are supported to share, explore, and initiate dialogue about differences and similarities related to background, identity, language, strengths, and challenges. Responds appropriately if/when conflicts or misunderstandings arise related to such differences. Models this practice for others.</p>

# Classroom Teacher Rubric

## Indicator II-E. Expectations

plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-E-1. High Expectations	Does not communicate specific academic and behavior expectations to students, and gives up on some students or communicates that some cannot master challenging material.	Occasionally communicates expectations for student work, effort, and behavior in the classroom, but inconsistently enforces these expectations and/or does little to counteract student misconceptions about innate ability.	Clearly communicates high standards for student work, effort, and behavior, and consistently reinforces the expectation that all students can meet these standards through effective effort, rather than innate ability.	Effectively communicates high standards for student work, effort, and behavior such that students take ownership of meeting them; models and reinforces ways that students can master challenging material through effective effort, and successfully challenges misconceptions about innate ability. Models this practice for others.
II-E-2. Access to Knowledge	Rarely adapts instruction, materials, and assessments to make challenging material accessible to all students.	Occasionally adapts instruction, materials, and assessments to make challenging material accessible to all students.	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities; models approaches that lead students to access knowledge on their own as well. Models this practice for others.

## Classroom 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.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p>III-A-1. Family Engagement</p>	<p>Does not welcome families to become participants in the classroom and school community or actively discourages their participation.</p>	<p>Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.</p>	<p>Uses a variety of culturally responsive practices and communication strategies to support every family to participate actively and appropriately in the classroom and/or school community.</p>	<p>Engages all families using a variety of culturally responsive practices and communication strategies that result in increased and/or more meaningful participation in the classroom and/or school community. Models this practice for others.</p>

#### Indicator III-B. Collaboration

Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p>III-B-1. Learning Expectations</p>	<p>Does not inform families about learning or behavior expectations</p>	<p>Sends home only a list of classroom rules and the learning outline or syllabus for the year.</p>	<p>Consistently provides families with clear, user-friendly expectations for student learning and behavior.</p>	<p>Successfully communicates to families student learning and behavior expectations and their purposes, such that they can be readily reinforced at home. Models this practice for others.</p>

# Classroom Teacher Rubric

## Indicator III-B. Collaboration

Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-2. Curriculum Support	Rarely, if ever, communicates with families on ways to support children at home or at school.	Sends home occasional suggestions on how families can support children at home or at school.	Regularly updates families 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.	Regularly updates families on curriculum throughout the year, and prompts most families to use one or more suggested strategies for supporting learning at school and home. Consistently seeks out feedback and evidence of impact. Models this practice for others.

## Indicator III-C. Communication

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

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Culturally Proficient Communication	Communicates with or responds to families only through report cards, and/or communicates with families inappropriately or disrespectfully; makes no effort to understand different home languages, cultures, and values.	Relies primarily on newsletters and other one-way media to communicate with families; usually responds promptly and respectfully to communications from families, but demonstrates inconsistent or little understanding of different home languages, cultures, and values.	Regularly communicates with families about student learning and performance, and invites and responds promptly to communications from families while demonstrating understanding of and respect for different home languages, cultures, and values.	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student learning and performance, while demonstrating understanding of and appreciation for different families' home language, culture, and values. Models this practice for others.