

**AGREEMENT  
BETWEEN THE  
SOUTH SHORE REGIONAL  
SCHOOL COMMITTEE**

**AND THE**

**SOUTH SHORE VOCATIONAL  
TEACHERS FEDERATION**

**Local 1896**

**American Federation of Teachers**

**AFL-CIO**

**TEACHERS (UNIT A) CONTRACT**

**THREE YEAR CONTRACT  
SEPTEMBER 1, 2015 — AUGUST 31, 2018**

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**AGREEMENT  
BETWEEN THE  
SOUTH SHORE REGIONAL SCHOOL DISTRICT COMMITTEE  
AND THE  
SOUTH SHORE VOCATIONAL TEACHERS FEDERATION  
Local 1896, American Federation of Teachers  
AFL-CIO**

This agreement is made and entered into effective September 1, 2015 through August 31, 2018, by and between the South Shore Regional School District Committee (hereinafter called the "Committee") and the South Shore Regional Vocational Teachers' Federation, Local 1896, American Federation of Teachers, AFL-CIO (hereinafter called the "Federation").

## **PREAMBLE**

The School Committee of the South Shore Regional Vocational Technical High School and the South Shore Regional Vocational Teachers Federation, Local 1896, AFT-AFL-CIO believe in the importance of schools as an agency for the preservation and extension of our democracy; and

Whereas there is a mutual agreement that each child must receive that high quality of schooling that will allow him/her to achieve his/her potential as a student and as a citizen of the community; and

Whereas the Federation has been duly selected by a majority of teachers as the exclusive representative of teachers for purposes of negotiating with the School Committee on wages, hours and other conditions of employment; and

Whereas the laws of the Commonwealth of Massachusetts authorize collective bargaining for public employees and authorize school committees to enter into collective bargaining agreements with the representatives of their employees; and

Whereas the parties desire to incorporate their agreements and certain other matters into a formal contract, and believe that such action is in the best interests of the community, children, school system, and teachers;

Therefore, the parties have entered into this Agreement effective September 1, 2015 through August 31, 2018, by and between the Committee and the Federation.

**ARTICLE I**  
**RECOGNITION**

**A. Bargaining Unit**

Subject to any applicable provisions of State or Federal law or regulation now or hereafter in effect, and in recognition of the fact that a majority of the employees in the unit described below, in an election conducted by the Massachusetts Labor Relations Commission in Case MCR-468, have designated the South Shore Vocational Teachers Federation, Local 1896, American Federation of Teachers, AFL-CIO as their bargaining representative on all matters cognizable as mandatory subjects for discussion under the provisions of General Law C. 150 E and any subsequent amendments thereto, the Committee recognizes the Federation as the exclusive bargaining representative of employees in the following unit:

"All teachers (instructors, guidance counselors, department heads, library media specialists and nurses) in the South Shore Regional Vocational Technical High School, but excluding the superintendent-director, assistant director/principal, director of guidance and admissions, dean of students, assistant principal, director of curriculum and instruction, director of technology, director of special education and substitute teachers that are replacing bargaining unit members on legitimate absence, and all other employees of the Committee."

**B. Exclusive Representation and Individual Rights**

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee or the Administration or their designated representatives from meeting with any employee or ad hoc group of employees representing only themselves for expression of employee views. No action taken by the Committee or Administration as a result of any such discussions shall be the subject of a grievance unless such action violates a specific provision of this Agreement.

Nothing contained herein shall be construed to permit an organization other than the Federation to appear in an official capacity in the processing of a grievance.

**C. Complete Agreement**

For the term hereof, this Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that during such period the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to the date of this Agreement. All matters not dealt with herein shall be treated as having been brought up and

disposed of, and the Committee shall be under no obligation to discuss with the Federation any modifications or additions to this Agreement which are to be effective during the term thereof. No change or modification of the Agreement shall be binding on either the Committee or the Federation unless reduced to writing and executed by the respective duly authorized representatives.

#### **D. Purpose**

1. The parties of this contract recognize that their prime purpose is to provide education of the highest quality for the children attending the South Shore Vocational Technical High School and, to give effect to this declaration, the following principles and procedures are hereby adopted:
  - a. The South Shore Regional School District Committee is a public body established under and invested with powers by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from, or impair any power, right or duty, conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth except as specifically provided in the General Laws, Chapter 150E;
  - b. Under the laws of Massachusetts, the Committee has the final responsibility for establishing the educational policies of the public schools of the South Shore Regional School District;
  - c. The Superintendent-Director of Schools of the South Shore Regional School District (hereinafter referred to as "Superintendent"), has responsibility for carrying out the policies so established, and/or managing the school system.
  - d. The teaching staff of the South Shore Vocational Technical High School has the responsibility for providing education of the highest possible quality;
  - e. Nothing in this Agreement shall be construed to modify, change or limit the authority, jurisdiction, responsibility, and duties of the Committee and the Superintendent-Director contrary to law or the lawful bylaws of the Committee.

## ARTICLE II

### COMMITTEE RIGHTS CLAUSE

The parties recognize that the Committee is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from those powers and responsibilities of the Committee. The Committee retains those rights, powers, and duties it now has, may be granted, or have conferred upon it by the General Laws of the Commonwealth of Massachusetts.

The parties further recognize that, except as otherwise specifically relinquished, abridged, or limited by a term or provision of this Agreement, the Committee continues to retain, whether exercised or not, the right, power, and authority to exercise in its sole discretion the duties, powers, responsibilities, and rights provided by the laws of Massachusetts and applicable rules and regulations of administrative agencies issued under such laws.

The Federation recognizes that the Committee has responsibility for establishing and implementing educational policies of the public school covered by the Agreement, for the management of such school and the direction of its operation.

To the extent permitted by law, the Committee may annually reappoint or replace department heads, extracurricular advisors and/or coaches. The failure to reappoint or replace such an employee is not considered a demotion.

The Committee shall have the sole unquestioned right, responsibility, and prerogative of the management of the affairs of the school system and the direction of the working forces, providing that such action does not violate the existing contract.

- A. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the purposes of the District.
- B. To establish or continue policies, practices, and procedures for the conduct of the District's business and, from time to time, change or abolish such policies, practices, and procedures.
- C. To discontinue processes or operations or to discontinue their performance by an employee.
- D. To select and to determine the number and types of employees required to perform the District's operations, and to evaluate their performance.

- E. To employ, transfer, promote, demote employees or to layoff, terminate, or otherwise remove employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the South Shore Vocational Technical High School and its students.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance and discipline and for the performance of work in accordance with the requirements of the District, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

The listing of the specific rights of management in this Article is not intended to be, nor shall be considered restrictive of or as a waiver of any of the rights of the Committee, the Superintendent, or Federation listed herein.

**ARTICLE III**  
**PROFESSIONAL CONSULTATIONS**

In recognition of the professional standing of members of the Bargaining Unit, the Administration and the School Committee, and the fact that their ideas and opinions are of significant value in improving the quality of education in, as well as the efficient and economical operation of, the South Shore Vocational Technical High School, *the parties agree to meet when necessary and upon request of either party at a reasonable time and place* to consult about any matters of concern or interest to either party. The parties may be represented by either themselves or their designated representatives. Each party agrees that it will submit to the other, at least one week prior to the date of the scheduled meeting, a written agenda of the subjects about which it desires to consult at the meeting, and that the meeting will be confined to the subjects of the agenda.

It is further agreed that the provisions of this section will in no way be construed as broadening the scope of other sections of this Agreement or broadening the application of this Agreement as a whole.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**A. Definitions**

1. As used in this Agreement, a grievance shall mean a written complaint by an employee in the bargaining unit that there has been a violation of a specific provision of this Agreement that has affected him/her in some way. The grievance at any level shall be in writing and signed and clearly indicate that it is a grievance. The grievance also shall set forth the facts giving rise to the grievance and the section(s) of this Agreement that is believed to be violated.
2. As used in this Article, the term “teacher” shall mean a member or members of the bargaining unit having the same grievance.

**B. Grievance Guiding Principles**

1. It is the declared objective of the parties to encourage prompt resolutions of grievances at the lowest organization level possible. Bargaining unit members, Federation representatives, administrators, and School Committee members are encouraged to resolve differences in an informal manner.
2. Any persons covered by this Agreement, the Federation and the School Committee shall have the right to present a grievance.
3. Any question, problem or disagreement may be discussed at any time, on an informal basis, between any individual, on behalf of himself/herself or others, and his/her immediate supervisor or other representative of management, without such informal discussion being considered a part of the grievance procedure herein set forth.

**C. Time Limits**

A grievance not initiated within the time specified shall be deemed waived. Failure of the Federation to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Principal, Superintendent-Director, or the Committee, whichever is applicable, to answer an appeal or schedule a discussion within the time limit specified shall mean that the appeal may be taken to the next step immediately. The time limitations may be shortened or lengthened by mutual written agreement of the parties.

**D. Adjustments of Grievance**

**Step One:** A teacher, with or without his/her Federation representative may, in writing, present a grievance to the Principal within fifteen (15) school days after the teacher knew or reasonably should have known of the facts giving rise to the alleged contract violation which is the basis of his/her grievance. The grievance shall be “date stamped” when submitted to the Principal’s office.

1. Within fifteen (15) school days of such presentation of a grievance, the teacher and the Principal of the school shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference, the teacher may present the grievance personally or he/she may be represented by a Federation representative. However, where the teacher is represented by a Federation representative, the employee also must be present. Whenever a grievance is presented to the Principal by the teacher personally, the Principal shall give the Federation representative the opportunity to be present and state the view of the Federation.
2. Within fifteen (15) school days after the grievance conference, the Principal shall communicate his/her decision in writing to the teacher and to any Federation representative who participated in the Step One conference.
3. **Step Two:** In the event that the grievance is not settled at Step One, the original written grievance may be submitted to the Superintendent-Director within fifteen (15) school days of the receipt of the Principal's decision. The grievance shall be "date stamped" when submitted to the Superintendent-Director's office.
4. Within fifteen (15) school days of such presentation of a grievance, the teacher and the Superintendent-Director shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference, the teacher may present the grievance personally, or he/she may be represented by a Federation representative. However, where the teacher is represented by a Federation representative, the employee also must be present. Whenever a grievance is presented to the Superintendent-Director by the teacher personally, the Superintendent-Director shall give the Federation representative the opportunity to be present and state the view of the Federation.
5. Within fifteen (15) school days after the grievance conference, the Superintendent-Director shall communicate his/her decision in writing to the teacher and to any Federation representative who participated in the Step Two conference.
6. **Step Three:** A grievance not satisfactorily resolved at the preceding level may be presented in writing to the School Committee within fifteen (15) school days of receipt of the Superintendent-Director's decision. The grievance shall be "date stamped" when submitted to the Superintendent-Director's office for consideration of the School Committee under Step Three.
7. The School Committee or its designated representative and the teacher shall confer on the grievance within twenty-five (25) school days at a time mutually agreed upon, with a view to arriving at a mutually satisfactory resolution of the grievance. Federation participation in such meeting will be on the same basis as Step Two.
8. The School Committee shall communicate its decision in writing to the teacher within fifteen (15) school days after the conference.
9. In the event the grievance is not settled at Step Three, the original written grievance may be submitted to arbitration by the Federation in accordance with the procedure and conditions delineated in Article V.

10. **Grievances by the School Committee:** Grievances of the School Committee against the Federation and/or its members shall be presented in writing to the Federation President within fifteen (15) school days after the School Committee knew or reasonably should have known of the facts giving rise to the alleged contract violation which is the basis of the Committee's grievance. The grievance shall be in writing and signed by a member of the School Committee, or its designee, and shall set forth the facts giving rise to the grievance and the section(s) of this Agreement believed to be violated. The Grievance shall be submitted via hand delivery or by certified mail to the Federation President. If hand delivered to the Federation President, the Federation President shall initial and date the grievance when received. Within fifteen (15) school days of such presentation of a grievance, the President of the Federation shall confer with the Chairperson of the School Committee or his/her designee with a view to arriving at a mutually satisfactory resolution of the grievance. Within fifteen (15) school days after the grievance conference, the Federation President shall communicate his/her decision in writing to the School Committee representative who participated in the conference.
  
11. In the event the School Committee grievance is not settled, the original written grievance may be submitted to arbitration by the School Committee in accordance with the procedure and conditions delineated in Article V.

**ARTICLE V**  
**ARBITRATION**

1. In the event either party elects to submit a grievance to arbitration, the request for arbitration shall be made in writing to the American Arbitration Association within fifteen (15) school days of receipt by the grievant or the Federation (whichever occurs first) of an adverse decision from the School Committee or the Federation, whichever is applicable.
2. The party requesting arbitration shall execute and mail a written request to the American Arbitration Association and a copy of said request shall be simultaneously mailed to the other party. The arbitrator shall be selected according to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
3. Each party shall bear the expense of its representatives, participants, witnesses, and for the preparation and representation of its own case.
4. The fees and expenses (if any) of the arbitrator and the American Arbitration Association shall be shared equally by the parties, provided that the obligation of the Committee to pay shall be limited to the obligation which the Committee can legally undertake in that connection.
5. In no event shall any present or future member of the Committee have any personal obligation for any payment under any provision of this Agreement.
6. The Arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her award not later than thirty (30) days from the date of the closing of the hearings, or from the date of submission to him/her of the final statement and briefs, whichever is later. The Arbitrator's award shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions. The arbitrator shall be without power or authority to make any award that requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract or law. The award of the arbitrator shall be submitted to the School Committee and the Federation and, subject to law and issues of arbitrability, shall be final and binding upon the School Committee, the Federation, and the aggrieved employee.
7. The Arbitrator shall be bound by the procedures set forth in Voluntary Labor Arbitration Rules as now in effect or hereafter established by the American Arbitration Association. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions as presented by the parties through the arbitration proceedings. The authority of the arbitrator shall be limited to the terms and provisions of this agreement. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement and, in reaching his/her decision, shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein. Subject to the foregoing, the decision of the arbitrator shall be final and binding upon the parties.

8. Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator.
9. The Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Federation agrees that it will not bring or continue, and that it will not represent any employee in any grievance that is substantially similar to a grievance denied by the decision of an arbitrator.

**ARTICLE VI**  
**CONTINUITY OF EMPLOYMENT**

During the term of this Agreement or any extension or renewal thereof, the Federation or its agents shall not cause, sponsor, or assist, and no professional employee covered by this Agreement shall cause or participate in any strike, work stoppage, or concerted absence or other illegal activities directed against the school system. If the Federation disclaims such activities publicly and in writing to the School Committee and advises the individuals concerned that the activity is illegal and in violation of contract and advises them to cease such activity, it shall not be liable in any way therefore in the event it has not engaged or subsequently does not engage in activity inconsistent with such disclaimers as such activities are defined in Massachusetts General Laws, Chapter 150 E.

Employees who participate in any such activity may be disciplined or discharged as the Committee and/or the Superintendent-Director in its judgment deems proper provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made the subject of grievance and arbitration procedure.

The Committee and/or the Superintendent-Director reserves the right to bring any action for breach of this Article by means of the Grievance-Arbitration provisions set forth in Articles IV and V, or by means of an action in any appropriate Court of Law or Equity, or both.

**ARTICLE VII**  
**JUST CAUSE**

No member of the Bargaining Unit shall be disciplined or discharged in any manner except for just cause.

## ARTICLE VIII

### SUPPLEMENTAL BENEFITS

#### A. Approved Health Maintenance Organization (HMO) Insurance

1. The Committee shall provide individual and family plan health insurance benefits through its management organization provider (Plymouth County Health Group) to all eligible employees at a 70% District, 30% employee rate of contribution. For all eligible bargaining unit members hired to begin working on or after September 1, 2015, the rate of contribution shall be 65% District, 35% Employee. The District will also provide a "two-person" plan if it is available through its provider.

The District will not be responsible for changes to the plan initiated by providers.

2. Bargaining Unit members who retire from the District, shall, if they are under the age of sixty-five (65) be allowed to participate in the District's Health Insurance Plan, until they reach the age of sixty-five (65) and shall pay thirty-five (35%) percent of the monthly premium for such coverage, provided that the following conditions are met:
  - a. written notification to the Superintendent of the intent to participate in the "Pre-65" Plan is submitted no later than November 1 of the calendar year prior to the school year in which the unit member intends to retire. Any teacher who submits two (2) of these notices to participate and then withdraws such two (2) notices shall no longer be entitled to participate in the "Pre-65" Plan,
  - b. worked for the District for not less than eighteen years and retire at the age of fifty-five (55) or older, or worked for the District for not less than fourteen years and retire at the age of sixty (60) or older, and
  - c. retire directly into the Massachusetts State Teachers Retirement System.

Spouses of retirees shall be allowed to participate in the Health Insurance Plan provided by the District until they reach the age of sixty-five (65) by contributing the same percent in force at that time for pre-sixty-five (pre-65) retirees.

The District will provide all employees and retirees with notification information as to the Health Insurance annual open enrollment window, so as to allow for changes to be made to Health Insurance Plans.

Spouses of employees who passed away prior to retirement from the School District shall be allowed to continue in a health insurance plan provided by the District, at no cost to the District, up to age sixty-five (65).

3. Effective September 1, 2004, employees who retire into the Massachusetts State Teachers Retirement System from the District after this date, were employed by the South Shore Regional School District for a minimum of eighteen (18) years, and reach the age of 65 (or were employed by the South Shore Regional School District for a minimum of eighteen years and retire at the age of fifty-five (55) or older, or were employed for a minimum of fourteen (14) years and retire at the age of sixty (60) or older) shall be eligible for a supplemental, e.g. Medex, insurance plan provided by the District through its provider, at a 50% District, 50% retired employee rate of contribution. Spouses of eligible retired employees will be eligible at the same rates of District/retiree contribution post sixty-five (65) years of age.

Retirees whose date of retirement was prior to September 1, 2004 may participate in the District provided "Post 65" supplemental plan at no cost to the District.

#### **B. Insurance Subcommittees**

Insurance Subcommittees will be maintained by the School Committee and the Federation, which can be convened to research matters with respect to health insurance coverage, if either party requests.

Any substantive changes will be negotiated.

#### **C. Life Insurance**

The Committee shall provide one-half payment of the cost of a twenty-five thousand (\$25,000) life insurance policy for active employees and ten thousand dollars (\$10,000) for retirees who, upon leaving the employ of the District, enter directly into the Massachusetts Teachers' Retirement System. Employees may purchase life insurance through the District in increments of ten thousand (\$10,000) up to three hundred thousand dollars (\$300,000) at no cost to the District if the additional life insurance is offered by the insurance company chosen by the District.

#### **D. Dental Insurance**

The Committee shall provide Delta Dental insurance, at no cost to the District, provided plan eligibility criteria are met.

#### **E. Tax Free Annuity**

The Committee agrees to continue to deduct money for tax free annuities from the salaries of members of the bargaining unit, provided that the annuity is with one (maximum of six) of the

companies approved by the parties to the contract.

**F. Workers Compensation**

The Committee agrees to provide coverage for members of the bargaining unit under the terms of the Massachusetts Workers Compensation Act, Chapter 152, of the Massachusetts General Laws. In individual cases, the Committee shall elect to pay the difference for a period between the salary of a member and any payment the member may be receiving pursuant to the terms of that law.

**G. Cafeteria Plan**

The School Committee shall provide the "Cafeteria Plan" for all health insurance offered. Deductions for health insurance shall be taken from gross earnings prior to taxation.

The Committee agrees to continue to deduct money for tax free annuities from the salaries of members of the bargaining unit, provided that the annuity is with one (maximum of six) of the companies approved by the parties to the contract.

**H. Flexible Spending Account**

Effective September 1, 2008, the District agrees to deduct money for a pre-tax (as in G above) Flexible Spending Account from the salaries of members of the Bargaining Unit who wish to participate in the program, provided that the Flexible Spending Account is with the company approved by the parties to the contract.

## ARTICLE IX

### WORKING CONDITIONS

#### A. Teaching Load: Teaching Programs

1. Definitions
  - a. "Teaching Periods" are those periods during normal school when the teacher is actively involved with a class of pupils in the act of teaching.
  - b. "Administrative Periods" are those periods equal in length to a teaching period during which the teacher is engaged in an administrative activity other than teaching.
  - c. "Planning Periods" are those periods equal in length to a teaching period during which the teacher is not assigned to an activity; but is engaged in work related to his or her teaching assignment. It shall be utilized for such planning.
  - d. "Directed Study Period" are those periods equal in length to a teaching period during which the teacher is supervising, and, at the teacher's discretion, at times assisting one or more students with schoolwork. Such periods are not teaching periods as defined in 1.a. and are not subject to scheduled or unscheduled observations.
2. Teachers will normally carry the following loads:
  - a. Academic Teachers and the Physical Education Teacher(s) - no more than six teaching periods and no less than two planning periods per day
  - b. Vocational teachers and Librarian -- no more than seven teaching periods (or assigned periods, in the case of the Librarian) and no less than one planning period per day.
  - c. Exceptions to the foregoing may be made when it is necessary for a teacher to replace an absent teacher when a substitute is not available or in other emergency situations when the deviation from the norm is temporary. Exceptions may be scheduled on a regular basis only after full discussion, negotiations and agreement on the matter has been reached with the Federation, and it is agreed that such exception, if any, shall be rare.
  - d. The administration shall make reasonable effort to obtain substitutes for academic, related and shop teachers to replace absent instructors.
  - e. Vocational teachers may be scheduled for a 9 period day to allow for the coordination of a unified master schedule. Such scheduling shall not result in an increase in teaching time or a reduction in planning period time as defined in this section.
3. It will be the goal of the Administration that over the term of this contract sufficient planning will take place to assure that no teacher shall be required to make more than three

separate preparations each cycle. Any exception to this procedure shall not exceed a total of four preparations per cycle.

4. Vocational teachers shall not be assigned to teach outside of their vocational framework, licensure (certification) and/or area(s) of expertise.
5. As permitted by the Department of Elementary and Secondary Education, Academic teachers and the Library-Media Specialist may be assigned to up to twenty percent of their work in areas for which they do not hold a license or certification. Teachers and the Library-Media Specialist will not be observed and/or evaluated formally in classes outside their area of certification. This shall not prohibit any supervisor from conducting supervisory duties and/or providing feedback to the teacher in these classes.

### **B. Lunch Duties**

It is agreed that except in cases of emergency, all members of the bargaining unit shall have a duty free lunch period. The duty free lunch period will be twenty-five (25) minutes and will not affect the existing length of a teacher's workday as per Article IX, Section J of this contract.

### **C. Notices and Announcements**

1. Official circulars shall be posted on school bulletin boards for the inspection of teachers; however, such circulars shall be made available to teachers on request.
2. Two copies of the Policy Manual of the School Committee and any amendments shall be made available to the Federation when such document is published.
3. A directory of Personnel in the school will be made available to all personnel.
4. A copy of the teaching program shall be accessible to the officers of the Federation.

### **D. School Facilities**

The Committee agrees that the provision of the following facilities in the existing building and in any new building is normally desirable. Accordingly, the Committee, subject to its determination of countervailing space, cost, or educational factors, will endeavor to maintain and provide the following:

1. Parking facilities.
2. Storage space in each classroom.
3. The School Committee will make every effort to provide a separate teacher workroom in the building.
4. An appropriately furnished room to be used as a faculty room.
5. Well-lighted and clean teachers' rest rooms.
6. Mail box for each teacher.
7. Library facilities.

8. Proper and sufficient athletic equipment for an effective physical education program.
9. Consultation rooms for testing purposes and teacher-parent interviews.
10. Bulletin board for general building use.
11. Bulletin board for the exclusive use of the Federation for purposes of posting material dealing with proper and legitimate Federation business.
12. A phone will be provided for incoming telephone calls in the faculty room.
13. An email address and voicemail extension for each member of the bargaining unit.

#### **E. Teachers' Files**

1. Teachers' files shall be maintained under the following circumstances:
  - a. No material derogatory to a teacher's conduct, service, or character or personality relating to his service in the school system shall be placed in the files by an administrator unless previously signed by the member of the bargaining unit. The teacher will acknowledge that he has the right to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Such material must be signed by the bargaining unit member and placed in his/her personnel file within two weeks of the date of origination.
  - b. The teacher shall have the right to submit a response to the statement. The teacher's answer shall also be included in the file. The Superintendent-Director shall review the teacher's response and will affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Said teacher's answer will be attached to the original material.
  - c. Upon request to the Superintendent or his designee, a teacher shall be given access to his/her file within 48 hours. However, a member of the Administration may be present anytime a teacher is perusing his file.
  - d. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his file.
2. Official grievances filed by any teacher under the Grievance Procedure as outlined in this Collective Bargaining Agreement shall not be placed in any personnel file of the teacher nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.
3. Whenever the Superintendent-Director receives a complaint in writing from any source concerning a bargaining unit member, he shall notify the union president or another officer in the president's absence within five (5) school days, provided the complaint does not infringe on the individual's right, or the individual informs the Superintendent-Director the union president is not to be so informed.

## **F. Scholarship Standards**

In the event that extensive curriculum revision or development is required by the Superintendent-Director and School Committee, the Committee shall compensate any teacher required to participate in such revisions or developments, for time spent other than released time, at the hourly pay rate as listed in Article XV.F.

## **G. Evening Meetings**

1. Chapter 74 approved teachers may not be required to attend more than two evening meetings for not more than three (3) hours each, for Open House and Parent Visitation Conferences. Guidance Counselors, the Special Education Coordinator, the Library Media Specialist, the School Nurse, and Academic Instructors who teach English, Mathematics, Science, Social Studies, and/or Physical Education may not be required to attend more than three evening meetings for not more than three (3) hours each, for Open House and Parent Visitation Conferences. A teacher will be required to attend Parent Visitation Conferences one hour earlier if an appointment is requested by a parent.
2. Personnel identified as special education staff made up of: special education teachers, guidance counselors, nurse, and special education coordinator will be required to attend an additional meeting once a year of not more than two (2) hours for the Special Education Advisory Committee.
3. Attendance at any other evening meeting shall be at the option of the individual teacher, except for two (2) Advisory Committee meetings annually.
4. No evening meetings as in #1, 2 or 3 above shall extend beyond 8:30 P.M. or be scheduled on a date prior to a holiday, vacation or weekend.
5. In an effort to provide an optimal environment to recruit prospective students, the Administration may schedule an Open House on a Saturday. If a Saturday Open House is scheduled, it shall not exceed three hours in length, and there will be no evening Open House scheduled for that school year. Teachers directed to participate in a scheduled Saturday Open House will be released from school duties at 11:00 A.M. on the Friday before Memorial Day Weekend. The Open House date will be determined by Administration and published on the school calendar at the beginning of the school year.

## **H. Class Size**

The Committee and the Federation recognize that class size can be a significant factor in good education and the administration will, subject to space availability and all other educational

considerations, strive to ensure that a class size goal of 25 or less be the target to promote an effective learning atmosphere. A teacher concerned with significant changes in his/her class size may consult with the administration. However, the final decision on matters relating to class size will be made by the administration.

### **I. Length of School Year**

The regular term of the school year shall constitute 180 days beginning on the Wednesday following Labor Day and continuing into the month of June until the 180 days has been attained. Two (2) additional days may be added to the regular school year of one hundred eighty (180) days, one (1) day immediately prior to the first day of school and the other day to be scheduled during the school year, or immediately following the close of school. The parties to this Agreement recognize that the Education Reform Act may have an impact on the provisions of this section. If such a situation occurs, the Superintendent-Director will notify the Federation, and the parties will negotiate in accordance with the law.

### **J. Length of the School Day**

1. The school day shall be no more than a six (6) hour and forty-five (45) minute day. Teachers will normally be at their stations at least five (5) minutes before the opening of school and remain at least five (5) minutes beyond the time of student dismissal. Class start time will be determined by Administration. A teacher without an assigned Period 1 class may be assigned a duty station for the above referenced five (5) minutes.
2. Teachers may be required to be in school beyond these times in emergency situations and for teacher meetings; however, such meetings shall not exceed six (6) per year. The day prior to the opening of school is not included as a teachers' meeting, unless administration extends the day beyond the normal workday. Such meetings will be one (1) hour in duration or less.
3. Department meetings: Teachers may be required to be in school beyond these times (in J.1. above) for department meetings; however, such meetings shall not exceed eight (8) per year or one (1) per month and will be one (1) hour in duration or less.
4. Nothing contained above shall be deemed to release a teacher from his/her fundamental obligation to make himself/herself available to give extra assistance to a student, or to be available for detentions for an extra hour beyond the time of a student dismissal scheduled generally as in the past.
5. In an effort to serve students before and/or after the normal school day, bargaining unit members who are not classified as teachers may be given a staggered daily schedule that may start up to 45 minutes earlier or end up to 60 minutes later than the normal student school

day. Staggered schedules will not result in an increase in daily work hours and shall only occur on regularly scheduled days that school is in session. Schedules will be provided no later than 10 school days prior to the opening of the school year. Any changes to the staggered schedule during the school year will require mutual agreement.

Students offending an instructor shall serve with the instructor any detention assigned by him or her. The hours shall be served with the instructor except that when two hours of detention in one day are assigned, the first hour will be served with the instructor and the second hour will be served in office detention. If the instructor, after a reasonable effort on his/her part, is convinced that he/she cannot force compliance, he/she may enlist the aid of the administration. Any additional hours assigned by the administration to effect compliance will be served in office detention, not with individual instructors. Students referred to the office for violation of school regulations not directly affecting the instructor shall be assigned office detention hours by administration.

The parties to this Agreement recognize that the Education Reform Act may have an impact on the provisions of this section. If such a situation occurs, the Superintendent-Director will notify the Federation, and the parties will negotiate in accordance with the law.

#### **K. Staff Evaluation System**

1. No member of the bargaining unit shall serve in any capacity as evaluator of or for another member of the bargaining unit.
2. The parties may select up to three (3) representatives each to serve on a Joint Evaluation Subcommittee, which may meet at any time to discuss areas of concern. Any proposed changes to the teacher evaluation system are subject to the collective bargaining process and ratification by the Teacher's Federation and the School Committee.
3. All aspects of the evaluation system are subject to the grievance procedure.
4. All evaluation forms that require the signature of both evaluator and educator shall become part of the employee's personnel file.
5. The parties recognize and agree that the evaluation system set forth in the Collective Bargaining Agreement that was effective from September 1, 2009 through August 31, 2012, was and will continue to be followed for the 2012/2013 school year.

#### **L. Teacher Program**

No later than ten (10) days prior to the opening of the school year, teachers will be notified of the following matters concerning their programs for the next school year:

1. Subject to be taught.
2. The grade level and any other pertinent information regarding classes.

## **ARTICLE X**

### **TRANSFERS-PROMOTIONS-SUMMER SCHOOL-EVENING SCHOOL**

#### **A. Application for Promotion**

1. When vacancies occur or are about to occur in a unit position, or when a new position is established, notice of such circumstances shall be posted on the appropriate school bulletin board by the appointing authority. Any postings initiated when school is not in session shall be emailed to all Unit A members on the day of posting.
2. Qualifications, requirements, duties, salary, etc., shall be categorically set forth.
3. Applications in writing shall be accepted within fifteen (15) calendar days of the posting (or such longer period as may be allowed in the posting). Such applications shall set forth the basis upon which the applicant solicits consideration.
4. The Committee and/or the Administration shall consider such applications and make its decision upon its determination of the experience, training, general ability to execute proficiently all the demands of the position of the applicants or others considered for the position, and upon its determination of the impact upon the efficiency of the school system of the promotion of the applicant or other person.

Whenever, in the Committee's and/or the Administration's judgment, all the above factors are equal in respect to two or more applicants or individuals, the applicant with the most seniority in the Regional School District shall be appointed to the position. Nothing herein shall be construed to prohibit the Committee and/or the Administration from making temporary appointments to a position prior to the determination of the permanent appointments by way of the above process.

#### **B. Summer School and Evening School**

1. All anticipated openings for evening school will be posted no later than the opening day of school.
2. All anticipated openings for summer school will be posted no later than June 1st.
3. Applications must be submitted and will be considered as in A.3 and A.4 above.
4. Applicants shall be notified as soon as possible of the action taken regarding their applications after the close of applications.

#### **C. Other Positions**

All other professional positions will be filled according to the general procedure outlined above and below.

#### **D. Seniority**

Seniority shall be defined as the length of continuous service in the bargaining unit. Periods of

service divided by a break due to resignation or termination shall not be added together to determine seniority.

The Committee shall prepare a seniority list of all members of the bargaining unit in the order of their seniority as defined in paragraph one above. Such list shall contain seniority in years and months, the area of certification held by the employee both in terms of current assignment and other areas in which the employee is certified. The Federation shall have this list available to them, and it shall be kept current as of each September 15th.

#### **E. Layoff and Recall**

1. In the event of a cut-back in personnel within the school, employees shall be laid off in accordance with seniority as defined in Article X, Section D, i.e. the least senior employee to be laid off first. For the purpose of this section, seniority shall mean a bargaining unit member who received full-time compensation teaching in those areas of certification for at least one school year at South Shore Vocational Technical High School.
2. Any employee with professional teacher status affected in a layoff procedure shall be given notice prior to the 15th of April of the year preceding the layoff.
3. A recall list shall be established by the Committee. Such list shall consist of the names of the affected employees, the area(s) of certification held by the affected employee, and the date of the layoff. These persons shall be rehired before any new personnel are hired into the same area(s) of certification held by a laid off teacher. Such rehiring shall also be based on seniority, i.e. the person who was laid off last shall be the first employed. When an employee refuses a recall opportunity for a position for which he/she is certified, his/her name shall be removed from the recall list. The recalled employee shall have a 30-day period for resolving any current commitments. Teachers' names shall remain on the recall list for twenty-four months.
4. The Federation shall be provided with the recall list that shall be kept current as of each July 1st.
5. All benefits and rights that a covered employee had accrued as of the effective date of the layoff shall be restored to him/her upon his/her recall provided the employee is rehired during the recall period.

#### **F. Non-Professional Status**

A teacher without professional teacher status shall be notified in writing on or before June 15th whenever such person is not to be employed for the following school year.

**ARTICLE XI**  
**LEAVES OF ABSENCE**

**A. Sick Leave**

Any full time teacher shall receive full pay for absence due to his own illness or disability in accordance with the following provisions:

1. Each teacher with professional status is eligible for fifteen (15) days sick leave annually. Teachers without professional status will receive five (5) days of sick leave on September 1st of each school year with the remaining ten (10) to be accrued at the rate of one per month to a total of fifteen (15). All unused sick leave earned in preceding years shall be totally cumulative.
2. Illness exceeding accumulated sick leave will be given individual consideration by the School Committee.
3. Only service in the South Shore Regional School District may be credited for sick leave benefits. Any accumulation of sick leave days that present employees have at the effective date of this Agreement shall be retained.
4. In instances where the teacher's disability is covered by Workers' Compensation, there shall be no double recovery.
5. Each teacher shall receive a notice of his accrued sick leave during the month of September.
6. In order to receive the benefit of this provision, a member of the Unit must notify the office of the Superintendent-Director, or the designated Substitute Coordinator, as soon as practicable when he/she will be absent from school. Every effort will be made to notify the office by 7:15 am. In the case of an illness of six (6) or more consecutive workdays, the Superintendent-Director may require the submission of a medical certification of illness.
7. Sick Leave Bank. See Appendix D.

**B. Funeral Leave**

Teachers shall be allowed up to four (4) days leave without loss of pay during the school year in the case of a death in the immediate family, or if the teacher is the individual responsible for making funeral arrangements for a deceased relative. The term "immediate family" shall include only the teacher's spouse, parent, child, brother or sister and spouse's parent, child, brother or sister. These provisions shall be administered in the light of their purpose that is to provide opportunity to enable the teacher to attend the funeral and prior mourning periods. One (1) day of leave will be granted for the purpose of attending the funeral of a grandparent, grandchild,

aunt, uncle, niece, nephew, or first cousin. In the case of unusual circumstances, further leave may be granted at the discretion of the Administration and/or School Committee. Information concerning the need for such leave and the nature of the relationship to the deceased shall be provided, in writing, in advance of the leave whenever practicable, or as soon thereafter as the employee is able, but not later than upon his or her return to work.

### **C. Organized Reserve Forces**

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence during the time of his annual tour of duty as a member of such reserve component, provided, however, that such leave shall not exceed seventeen (17) days. In order to be eligible for the difference money aspect of this provision, the teacher must exercise every reasonable effort to have such training scheduled during the school vacation periods. The difference money will be computed by dividing the person's annual salary by one hundred eighty-two (182) days and subtracting the daily base military pay for school days that the person is on duty. Such difference pay will be paid subsequent to the receipt of military payroll documentation.

### **D. Personal Leave**

Three days of personal leave may be granted for imperative personal business which cannot be effectively conducted outside of normal school hours. Normally, twenty-four (24) hours of prior notification will be required before such leave is granted. It is understood that such leave is not to be used to extend holiday weekends or school vacation periods.

### **E. Leave for Summer School Attendance**

If a teacher attending summer school under a program approved by the Superintendent-Director finds his/her assignment commencing prior to the close of school, he/she shall be released prior to the closing of school. The teacher's pay for said days shall be reduced by the amount of any compensation he/she is awarded by summer school attendance.

### **F. Extended Leaves**

1. The Superintendent-Director, at his/her discretion, may grant and/or extend unpaid leaves of absence to teachers for self-improvement or compelling personal reasons, when, in its judgment, there will be no detriment to the quality of education offered in the school.
2. All benefits to which a teacher was entitled at the time a leave of absence commenced shall be restored to him/her upon his/her return.

## **G. Maternity Leaves**

1. An employee has the option of using current or accumulated sick leave to the extent available while she is on maternity leave.
2. Absence in excess of available sick leave time will be treated as leave without pay.
3. Such maternity leave shall be granted upon reasonable notice to the Superintendent-Director to become effective at the employee's discretion and to terminate not more than one (1) year after the termination of pregnancy.
4. If an employee on maternity leave wishes to return any time prior to the date on her initial notification and during the one year after the termination of pregnancy, she shall notify the Superintendent-Director of her intent at least one month prior to her return.
5. If an employee fails to return from the maternity leave by the expiration of the one (1) year period, her employment will be terminated.
6. An employee returning from maternity leave will be reinstated to her previous position or to another comparable position.
7. An employee returning from a maternity leave will retain all her previous rights. Salary placement will be at the next step of the salary schedule if the employee served one-half (1/2) or more of the work year in which the leave was granted.

## **H. Paternity Leave**

Bargaining unit members shall be, upon written request to the Superintendent-Director, providing no less than twenty-four (24) hours notice whenever possible, entitled to use accumulated sick leave for the purpose of adoption, assuming the responsibility of a foster child, or other emergency needs with regard to a minor dependent child. In the case of Paternity Leave of seven (7) or more consecutive workdays, the Superintendent-Director may require the submission of a medical certification, or other certification, of continued need for the Paternity Leave.

## **I. Sabbatical**

As per Massachusetts General Laws Chapter 71, Section 41A.

**ARTICLE XII**

**FEDERATION PRIVILEGES AND RESPONSIBILITIES**

**A. Fair Practices**

As sole collective bargaining agent, the Federation will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, gender identity, sexual orientation, sex, or marital status. The Federation will represent equally all persons without regard to membership, participation in or activities in any employee organization. The Committee agrees to continue its policy of not discriminating against any person on the basis of race, creed, color, national origin, sex, marital status or participation in or association with activities of any employee organization.

**B. Dues Check Off**

1. An employee who wishes to have the School Committee deduct the regular monthly Federation dues or agency fee from his pay for transmittal to the Federation shall execute an authorization card to be furnished by the Federation in the form attached.

**Authorization Form for Payroll Deduction**

I elect to have Federation dues or an agency fee deducted from my salary as indicated below and hereby authorize and direct the District Treasurer to make such deductions as per payment schedule.

\_\_\_\_\_ Federation Dues

\_\_\_\_\_ Agency Fee

Print Name: \_\_\_\_\_

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

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

The Treasurer of Local 1896 will pick up payment on the date to be specified by the Superintendent-Director.

2. The amount of dues and agency fee will be certified to the District Treasurer from time to time by the Treasurer of Local 1896, or his duly assigned agent and the amount of dues will be uniform for all members of the Federation. A certification of a change in Federation dues and agency fee shall become effective after the receipt by the District Treasurer of such certification in writing from the Federation at least fifteen (15) days prior to the start of the month in which the Federation seeks to make such changes effective.
3. Federation dues and agency fees deducted by the District Treasurer shall be forwarded no later than thirty (30) days after such deduction was made.
4. An authorization by an employee for deduction of Federation dues or agency fee shall be canceled automatically whenever such employee is removed from the School Committee payroll, or goes on leave of absence for more than one month, and there shall be no obligation on the part of the School Committee to continue authorization in effect in the absence of an applicable agreement.
5. The Committee agrees to require, as a condition of employment, that employees covered by this collective bargaining agreement who are not members of the Federation, pay annually to the Federation an agency service fee equal to the cost of collective bargaining and contract administration calculated in accordance with G.L. c. 150E, §12 and the applicable rules and regulations of the Massachusetts Division of Labor Relations, as may, from time to time, be amended.

Any such agency service fee may be deducted from the salary of any such employee who signs an authorization form permitting such deductions as set forth in paragraph B.1 above.

The Federation agrees to indemnify and hold harmless the Committee against any and all claims, suits, or other forms of liability arising out of, or by reason of, any action taken or not taken by the Committee for the purpose of complying with this Article, or in compliance with any dues deduction authorization furnished to the Committee. The Federation shall assume full responsibility for the disposition of the monies so deducted once they have been released to the Treasurer of the Federation in the event of authorized deductions.

**The agency fee language shall become effective on September 1, 2013.**

### **C. Distribution of Materials & Bulletin Board**

The Federation shall have the right to place material in the mail boxes of teachers in the unit and to have a bulletin board in the Faculty Room so long as any material distributed or posted is signed by an authorized Federation representative and contains no inflammatory language, intent, or any sanctions.

### **D. Use of School Property**

The authorized representative of the Federation shall have the right to schedule Federation meetings in the building before or after class hours after first obtaining the approval of the Superintendent-Director. Such approval will not be unreasonably withheld.

### **E. No Federation Activity on School Time**

Except as provided herein, the Federation agrees that no teacher will engage in Federation activities during the time he is assigned to teaching or other duties.

### **F. Information**

The Committee shall make available to the Federation, upon its reasonable request, any and all available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement to which the Federation is entitled as a matter of law.

## **ARTICLE XIII**

### **SEPARABILITY AND SAVINGS**

If any Article or Section of this Agreement or any Riders thereto should be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with our enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and/or Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with our enforcement of has been restrained shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been strained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## ARTICLE XIV

### APPLICATION OF LAWS

The Committee and Federation state their intent to comply with all valid local, State and Federal laws, including the following pertaining to teachers' wages, hours and other conditions of employment. In recognition of the fact that available means of redress exist for any alleged violation of these laws, no such alleged violation shall be arbitrable under this contract.

- 1. The parties agree that all provisions of the Massachusetts Teachers' Retirement Plan shall be made a part of this contract.*
- 2. The School District shall conform with all Massachusetts Safety Laws.*
- 3. Pursuant to Ch. 71, MG.L.A., Section 56B, no person known to be suffering from tuberculosis in a communicable form, or having evidence or symptoms thereof shall be employed or continued in employment as a teacher. Any teacher removed from employment on account of tuberculosis in a communicable form shall be carried on sick leave with pay for the entire period of such removal, but in no case for more than two years plus any accumulated sick leave.*
- 4. Pursuant to Ch. 41, MG.L.A., Section 100C, the Committee shall indemnify a teacher for expenses or damages sustained by him by reason of an action or claim against him arising out of his negligence or other act of his resulting in accidental damage to or destruction of property, while acting in the capacity of a teacher; provided that after such investigation, it shall appear to the Committee that such teacher was at the time the cause of action or claim arose acting within the scope of his employment; and provided further, that the defense or settlement of any action or claim for which indemnification is sought under this section shall have been made by an attorney employed for the purpose by the Committee, or if such attorney upon such employment fails or refuses to defend such action or claim, by an attorney employed by such teacher.*
- 5. Military Leave. Military leave of absence, without pay, may be granted to a permanent teacher inducted or activated into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940, and subsequent amendments by Congress.*

**ARTICLE XV**  
**COMPENSATION**

**A. Basic Salary Schedule**

1. Salaries will be paid in accord with the schedules set forth in Appendices A and B that are attached to and made a part of this agreement.
2. Step increments are granted when there has been a continuation of a high standard of teaching. Progress on the salary schedule is representative of the commitment of the faculty at South Shore Regional Vocational High School to quality education.

**B. School Business**

1. Mileage allowance: Teachers covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed at the IRS rate in effect, and for parking and tolls.
2. Food allowance: Teachers covered by this Agreement who are authorized to participate in school business including field trips shall be reimbursed, with receipts provided, for up to \$25.00 for meals per day.

**C. Professional Improvement Courses/Conferences/Educational Leave**

1. For all teachers, at the discretion and upon the approval of the Superintendent-Director or his designee, attending accredited college level course(s), professional development conference(s), professional convention(s), workshop(s), seminar(s), or trade course(s), the Committee agrees to pay the cost of the expenses up to a maximum limit of \$2,000 per year. Upon request of the Superintendent-Director, verification of matriculation will be provided.
2. One day leave of absence with pay shall be granted to teachers for the purpose of observing in another classroom, another school district, or in industry, when mutually agreeable.
3. The School Committee shall reimburse teachers for applicable expenses. The applicable expenses are tuition, books, room and board, meals (as B.2. above), car driver's mileage (as B.1. above), or other transportation.
4. In the event the Superintendent-Director funds the accredited college level course(s), professional development conference(s), professional convention(s), workshop(s), seminar(s), or trade course(s) from alternative funding sources, it will not be credited against the teacher's maximum limit.

5. For the purposes of above: per year shall mean a "contract year" of September 1<sup>st</sup> until the next August 31<sup>st</sup>. Effective July 1, 2016, a contract year for reimbursement shall run from July 1st to June 30th.
6. All reimbursement paperwork shall be submitted to the Principal within 30 calendar days of the conclusion of the professional development activity. If there are extenuating circumstances preventing the submission of documentation, the teacher shall inform the Superintendent-Director within the 30 day submission window as to the nature of the delay. The Superintendent-Director, in his/her discretion, may extend the reimbursement window.

#### **D. Horizontal Salary Schedule Advancement**

1. Credits shall be awarded and advancement horizontally on the salary scale may be accomplished by means of the following activities:
  - a. The successful completion of approved academic courses leading toward the award of a degree from an accredited college level institution of learning, or
  - b. The successful completion of approved non-matriculated academic courses from an accredited college level institution of higher learning, or
  - c. The successful completion of approved professional development conferences, workshops or seminars involving the learning of new skills, techniques, processes, or knowledge, or
  - d. The successful completion of approved trade courses involving the learning of new skills, techniques, processes, or knowledge, or
  - e. The successful completion of approved fieldwork which is employment involving the learning of new skills, techniques, processes, or knowledge, or
  - f. The successful completion of an approved project involving the learning of new skills, techniques, processes, or knowledge.
2. In order to receive credit for any such approved activity, the teacher, at least ten (10) days prior to commencing the activity, shall present to the Superintendent-Director or his designee a written prospectus describing in detail:
  - a. the nature of the activity,
  - b. the anticipated time to be invested in the activity, and/or the number of academic credits awarded for the activity,
  - c. the teacher's reasons for believing the successful completion of the activity will make him/her a more effective teacher.

3. Within ten (10) days, the Superintendent-Director or his designee will respond to the teacher's prospectus in writing. Such response will include the number of Professional Development Points and the time or credit for horizontal salary scale movement.
4. Upon the teacher's submission in writing to the Superintendent-Director or his designee that he/she has successfully completed the activity, it shall be the responsibility of the Superintendent-Director or his designee to verify that in fact the activity has been successfully completed in accordance with its description in the teacher's prospectus. The Superintendent-Director or his designee's and Committee's decisions on such verification shall be binding.
5. Horizontal salary schedule advancement credits shall be awarded on the basis of one (1) credit for every fifteen hours of accumulated activities approved by the Superintendent-Director or his designee.
6. Horizontal advancement may be made on March 1st or August 31st. Bargaining unit members shall request horizontal advancement in writing to the Principal at least 30 calendar days before the next applicable column move date. The written request shall include (a) a list of all completed professional development activities accounting for the column move, (b) documentation verifying each activity, and (c) the stated column to which to member seeks to move.
7. All teachers seeking approval and reimbursement for courses/conferences in section C, or for salary advancement activities in section D.1., shall submit the forms located in the Employee Handbook.

#### **E. Method and Time of Salary Payment**

Salaries of regular teachers shall be paid in twenty-six (26) equal installments on every other Thursday of the calendar year. A teacher may exercise the option of receiving the amounts due in July and August on the last day of school provided that the District Treasurer is notified by June 1. If a teacher leaves, giving at least thirty days (30) notice, or dies, during the school year, he or she, or his or her estate, shall be entitled to a prorated share based on his or her period of service in relation to the number of days the school is in session during the school year, minus the compensation already paid. Effective July 1, 2007, all paychecks will be paid via direct deposit only. In the event a payday falls during a vacation period, the District will nonetheless make its electronic payments on its scheduled day.

#### **F. Hourly Rates of Pay**

Thirty-five dollars (\$35.00) per hour shall be the rate of pay for teachers in the summer school, evening school, core evaluations after regular school day, driver education, and all federally

financed programs outside of normal school hours.

### **G. Itemized Payroll Deductions**

All paychecks shall be itemized showing gross earnings, all deductions, and net earnings.

### **H. Department Heads**

1. All Department Heads will be compensated upon the basis of the following schedule:

Number of people in Department	Compensation
1-4	\$1,750
5+ (and Automotive and Graphics)	\$2,150

2. At the discretion of the Superintendent-Director, a person may be appointed to more than one Department Head position.

3. The Physical Education Instructor will be counted as a member of the Science Department.

### **I. Shop Coats and Safety Equipment**

1. The Committee agrees to pay each shop and related teacher of the bargaining unit Four Hundred (\$400.00) Dollars in the first pay period of the school year for uniform costs and safety shoes.

2. The School Committee will provide and maintain the following safety equipment where needed:

- Safety glasses (non-prescription)
- Safety glasses (prescription) for all members of the unit who need safety glasses for school-related instructional activity provided that the glasses are purchased through the school. Where prescription safety glasses are not purchased through the school, reimbursement shall not exceed \$100.00.

### **J. Pupil Services**

The Guidance Counselor(s) will receive compensation consistent with his/her appropriate step on the teachers' salary schedule plus compensation on a prorata basis for ten (10) days beyond the school year. The School Nurse will receive pro-rated per diem compensation consistent with his/her daily rate of pay up to five days before the start of the school year. These days may be substituted for mutually agreed upon alternate days.

### **K. Extracurricular Activities**

The schedule for payment of extracurricular duties is set forth in Appendix B which is attached to and made a part of this Agreement.

### **L. Placement on the Salary Schedule**

1. Members of the bargaining unit shall be on the salary schedule.
2. Newly employed personnel shall be placed on the salary schedule at a step commensurate with training and experience based upon the recommendation of the Superintendent-Director.

### **M. Anniversary Dates**

For the purpose of salary payment, full time teachers serving more than one half (1/2) of the school year will be eligible to advance a step on the salary schedule each September.

### **N. Retirement Allowance**

1. In recognition of dedicated service to the children of the District, any teacher covered by the Agreement may obtain an increase in compensation in the final year of teaching by following the established procedure.
  - a. Eligible teachers who desire to participate in this program will notify the Superintendent by November 1 of the calendar year prior to the school year in which they intend to retire of their intention to retire under provisions of the Massachusetts Teachers Retirement Act.
  - b. If such notice is submitted in writing by November 1, then, at the commencement of the final year of teaching all accumulated sick leave up to a limit of 220 days shall be wiped off the books and in lieu thereof the annual salary schedule of the individual concerned will be increased by \$30.00 for each sick day surrendered.
2. Early Retirement Incentive

The Committee agrees to pay a sum of \$5,000 after 10 years of continuous service in the District if a teacher retires into the Massachusetts Retirement System from the age of 55. Eligible teachers who desire to participate in the program will notify the Superintendent-Director by November 1 of the calendar year prior to the school year in which they intend to retire. Any teacher who submits two of these notices of intent to retire and desire to participate in this incentive and then withdraws such two notices shall no longer be entitled to this early retirement incentive.

**O. Nurse Compensation**

The School Nurse shall be compensated as follows:

RN	RN + BS
90% Col B/C	100% Col B+30 etc.

The Nurse will be eligible for all benefits and subject to all provisions set forth in this Agreement.

**P. Career Increments**

For the purpose of payment of a career increment, full-time teachers who complete ten (10) consecutive years of service on any date other than September 1st of a school year will be eligible to receive an increment effective with the next ensuing paycheck, pro-rated according to the number of school days worked, and added to their biweekly salary remaining for that year. The anniversary date would henceforth become September 1st for inclusion of the career increment in the annual salary.

In recognition of the value of years of continued service to the South Shore Regional School District, the following annual added increments shall be awarded to each member of the bargaining unit:

Years of Service	Career Increment
10-14	\$1,300
15-19	\$1,550
20-24	\$1,800
25+	\$2,100

**Q. Massachusetts License Increment**

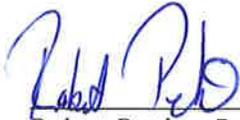
The School Committee shall pay for licenses and certifications of those teachers required to use the license in their school trade or academic functions. In addition, the School Committee shall pay for one primary trade, national board, and industry certifications such as but not limited to ASE, NIMS, NATEF. Academic certifications to be reimbursed will be limited to one primary area of instruction certification, and eligibility will be only for teachers who have achieved Professional Teacher Status.

**ARTICLE XVI**

**DURATION**

This agreement shall be effective as of September 1, 2015, and shall continue in full force and effect until August 31, 2018, a period of three (3) years. Negotiations for a subsequent agreement will commence no later than September 2017, for all items upon request of either party.

Signed: Robert Petrino



Robert Petrino, President  
South Shore Regional Vocational Teachers  
Federation, Local 1896, MFT-AFT, AFL-CIO

Signed: Robert L. Molla, Jr.



Robert L. Molla, Jr., Chairman  
South Shore Regional School District Committee

As ratified by the Federation on February 13, 2015.

As ratified by the School Committee on February 10, 2015.

**APPENDIX A - SALARY SCHEDULE**

<b>2015-2016 SALARY SCHEDULE - 2.5%</b>						
	B/C	B+15 C+30	B+30 C+45 M	B+45 C+60 M+15	B+60 M+30 C+BS C+120	DOC/CAGS/2M C+B+M C+B+30
Step 1	45693	47069	48561	49929	51421	53073
Step 2	48360	49719	51214	52580	54079	55731
Step 3	51001	52370	53865	55240	56738	58388
Step 4	54184	55554	57049	58415	59907	61565
Step 5	57095	58464	59967	61327	62819	64471
Step 6	60012	61373	62872	64250	65734	67388
Step 7	62930	64294	65803	67165	68653	70309
Step 8	65844	67208	68706	70075	71572	73226
Step 9	68761	70122	71622	72979	74481	76134
Step 10	71674	73037	74526	75902	77398	79144
Step 11	76140	77517	78245	79614	81109	82764
Step 12			81376	82797	84353	86074
Step 13			84631	86111	87728	89516
<b>2016-2017 SALARY SCHEDULE - 2.5%</b>						
	B/C	B+15 C+30	B+30 C+45 M	B+45 C+60 M+15	B+60 M+30 C+BS C+120	DOC/CAGS/2M C+B+M C+B+30
Step 1	46836	48246	49775	51177	52707	54400
Step 2	49568	50962	52494	53895	55431	57125
Step 3	52276	53680	55211	56621	58156	59848
Step 4	55538	56943	58476	59875	61405	63104
Step 5	58522	59926	61466	62860	64390	66083
Step 6	61512	62907	64444	65856	67378	69072
Step 7	64503	65902	67448	68844	70370	72067
Step 8	67490	68888	70423	71827	73361	75057
Step 9	70480	71875	73412	74803	76343	78037
Step 10	73466	74863	76389	77800	79333	81123
Step 11	78044	79455	80202	81604	83137	84833
Step 12			83410	84867	86462	88226
Step 13			86747	88264	89921	91754
<b>2017-2018 - SALARY SCHEDULE \$2200 + 2.5% (SS1 Columns 1&amp;2 - 2%; SS1 Columns 3-6 +\$2200)</b>						
	B/C	B+15 C+30	B+30 C+45 M	B+45 C+60 M+15	B+60 M+30 C+BS C+120	DOC/CAGS/2M C+B+M C+B+30
Step 1	50262	51707	53275	54711	56279	58015
Step 2	53063	54491	56062	57497	59072	60808
Step 3	55838	57277	58847	60292	61865	63599
Step 4	59182	60621	62193	63627	65195	66936
Step 5	62240	63679	65257	66686	68254	69990
Step 6	65305	66735	68310	69758	71317	73054
Step 7	68371	69804	71389	72820	74384	76123
Step 8	71432	72866	74439	75878	77450	79188
Step 9	74497	75927	77503	78929	80506	82243
Step 10	77558	78990	80554	82000	83571	85406
Step 11			84462	85899	87470	89209
Step 12			87750	89244	90879	92687
Super Step salaries are not eligible for step raises						
SS1	79604	81044	88947	90464	92121	93954

## **Appendix A Adjustments (reflected in chart above)**

- a. 2015-2016
  - i. Increase of 2.5% to all steps and columns
  - ii. Effective September 1, 2015, teachers must possess a professional license for the area in which they were hired, in order to advance to the top step in each column (Step 11, Columns 1 & 2; Step 13, Columns 3-6). This will not apply to teachers who are on Step 11 or 13 prior to the start of the 2015-2016 school year.
  - iii. Step advancement eligibility will be reviewed annually as of August 31st of the year preceding the step move.
  
- b. 2016-2017
  - i. Increase of 2.5% to all steps and columns
  
- c. 2017-2018
  - i. Step 1 will be eliminated. The current Step 2 will become Step 1. Columns 1-2 will now be numbered Step 1-10 and Columns 3-6 will now be numbered 1-12. Effective September 1, 2017, the top step for Columns 1 & 2 is Step 10 and the top step for Columns 3-6 is Step 12. Teachers must possess a professional license for the area in which they were hired in order to advance to the top step (now Step 10 and 12 in their respective columns). This provision does not apply to teachers who were on the top step (formerly 11 and 13) prior to the start of the 2015-2016 school year.
  - ii. Effective as of the 2017-2018 school year, all step raises will be \$2200 more than the previous year's base salary.
  - iii. For 2017-2018, for those teachers on the new Steps 1-12, an increase of 2.5% will be calculated after applying the \$2200 step raise to the 2016-2017 base salary.
  - iv. A new "Super Step 1" will be created for those teachers who were on Step 11 in 2016-2017 school year in Columns 1-2, or Step 13 in the 2016-2017 school year in Columns 3-6. Teachers on a Super Step will not be eligible for a step increase as defined in section ii above. For 2017-2018, Super Step 1 teachers will receive an increase over their 2016-2017 base salary as follows, depending on their column placement on the salary scale:
    1. Super Step 1, Column 1: \$79,604 (2% increase)
    2. Super Step 1, Column 2: \$81,044 (2% increase)
    3. Super Step 1, Column 3: \$88,947 (\$2200 increase)
    4. Super Step 1, Column 4: \$90,464 (\$2200 increase)
    5. Super Step 1, Column 5: \$92,121 (\$2200 increase)
    6. Super Step 1, Column 6: \$93,954 (\$2200 increase)
  - v. In the event that a teacher on a Super Step in columns 1-2 has earned sufficient salary credit hours to warrant advancement into columns 3-6, the teacher will be placed at the next highest salary range in the applicable column.

**APPENDIX B  
EXTRACURRICULAR STIPENDS**

The Committee may decide to fund and fill the following positions, and if they are funded and filled by bargaining unit members, then they shall be compensated as follows:

<b>1. Faculty Advisors</b>	<b>Compensation</b>
a. Yearbook Advisor-Publications	2,680
b. Yearbook Advisor-Business	2,680
c. Newspaper	1,062
d. Class Advisors (11 & 12)	759
e. Student Council Advisor	1,527
f. Assistant Student Council Advisor	1,104
g. Health-Safety Coordinator (s)	1,267
h. Skills USA/VICA Coordinator	3,589
i. Skills USA/VICA Asst. Coordinator	1,443
j. Skills USA/VICA Club Advisors	344
k. Gay Straight Alliance Advisor	623
l. Business Professionals of America Advisor	623
m. Drama Club Advisor	1,796
n. Drama Club Asst. Advisors (up to two)	965
o. Outdoor Adventure Club Advisor	1,661
p. Outdoor Adventure Club Asst. Advisor	828
q. Math Club Advisor	828
r. Science Club Advisor	828
s. Honor Society Advisor	623
t. Robotics Club Advisor(s)	1,104
u. Instructional Coach	1,322
v. Teacher Mentor	1,322
w. Mentor Coordinator	2,999
 <b>2. Athletic Director</b>	
i. 1-4 years:	8,935
ii. 5+ years:	9,935
 <b>3. Assistant Athletic Director</b>	 2,060
 <b>4. Coaches</b>	
Head Football Coach	6,290
Assistant Football Coaches	4,649
Head Coach	5,437
Assistant/JV Level Coach	3,967
Intramural	25.85/hr.
Freshman Coach	2,938
Cheerleader Coach - Fall Sports	2,509
Cheerleader Coach - Winter Sports	2,509

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1) **Purpose of Educator Evaluation**

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

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

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

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

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least ninety (90) calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year if both parties agree.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator:** Any person outside of the bargaining unit designated by a superintendent who has primary or supervisory responsibility for observation and evaluation and who is an employee of the School District. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - iii) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).

- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **\*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. No video observations shall take place prior to the parties bargaining the protocols of such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, electronically, placed in the Educator's school mailbox in a sealed envelope or mailed to the Educator's home. 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 written feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.



includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) **\*Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of practice of any duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Examination of Educator work products.
  - 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;
  - (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).
- iv) Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

- iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
  - (c) Proposed goals to pursue:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</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.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

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

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

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

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. 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 may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) **Announced Observations**

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

- (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
  - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
  - (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) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Educator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
  - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide

to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report 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.

15) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
  - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.
- 16) **Educator Plans: Developing Educator Plan**
- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
  - B) The Educator shall be evaluated at least annually.
- 17) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
  - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 18) **Educator Plans: Directed Growth Plan**
- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
  - B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
  - C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15<sup>th</sup>.
  - D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
  - E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
- 19) **Educator Plans: Improvement Plan**
- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
  - B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than ninety (90) calendar days and no more than one school year. 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 both parties agree.

- 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 Employee Organization/Association attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association 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 which must include minimally the Supervising Evaluator; 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, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
  - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20) **Timelines (Dates in italics are provided as guidance)**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * 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>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
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 ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

A) **Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

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

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

21) **Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22) **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.

23) **Using Student feedback in Educator Evaluation**

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

24) **Using Staff feedback in Educator Evaluation**

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

25) **Transition from Existing Evaluation System**

For the purposes of transition to the SSVT Teacher Evaluation Agreement the parties agree to transition faculty as follows:

- Non-professional status teachers: Developing Plan
- Professional Status Teachers who were evaluated in the 2012-2013 school year: Two-year Self-Directed Plan
- Professional Status Teachers who were not evaluated in the 2012-2013 school year: One-year Self-Directed Plan
- Teachers rated as Needs Improvement or Unsatisfactory as of the end of the 2012-2013 school year: Directed Growth Plan

26) **General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- 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 and teacher evaluation procedures are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process

results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance. It is recognized that a bargaining unit employee who has been terminated or non-renewed maintains the right to proceed under the grievance provision in Article IV of the contract.

- 27) For purposes of illustration only, attached at the end of the SSVT Staff Evaluation Instrument is a flowchart(s) depicting the evaluation process.

## Appendix B: Setting SMART Goals<sup>1</sup>

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

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

<b>S</b>	=	<b>S</b> pecific and <b>S</b> trategic
<b>M</b>	=	<b>M</b> easurable
<b>A</b>	=	<b>A</b> ction Oriented
<b>R</b>	=	<b>R</b> igorous, <b>R</b> ealistic, and <b>R</b> esults-Focused ( <b>the 3 Rs</b> )
<b>T</b>	=	<b>T</b> imed and <b>T</b> racked

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

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

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

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

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

It's <b>S</b> pecific and <b>S</b> trategic	=	10 pounds, 1 mile
It's <b>M</b> easurable	=	pounds, miles
It's <b>A</b> ction-oriented	=	lose, run
It's got the 3 <b>R</b> s	=	weight loss and running distance
It's <b>T</b> imed	=	10 weeks

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

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

### Key Actions

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

### Benchmarks:

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

### S = Specific and Strategic

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

### M = Measurable

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

### A = Action Oriented

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

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

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

### T = Timed

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

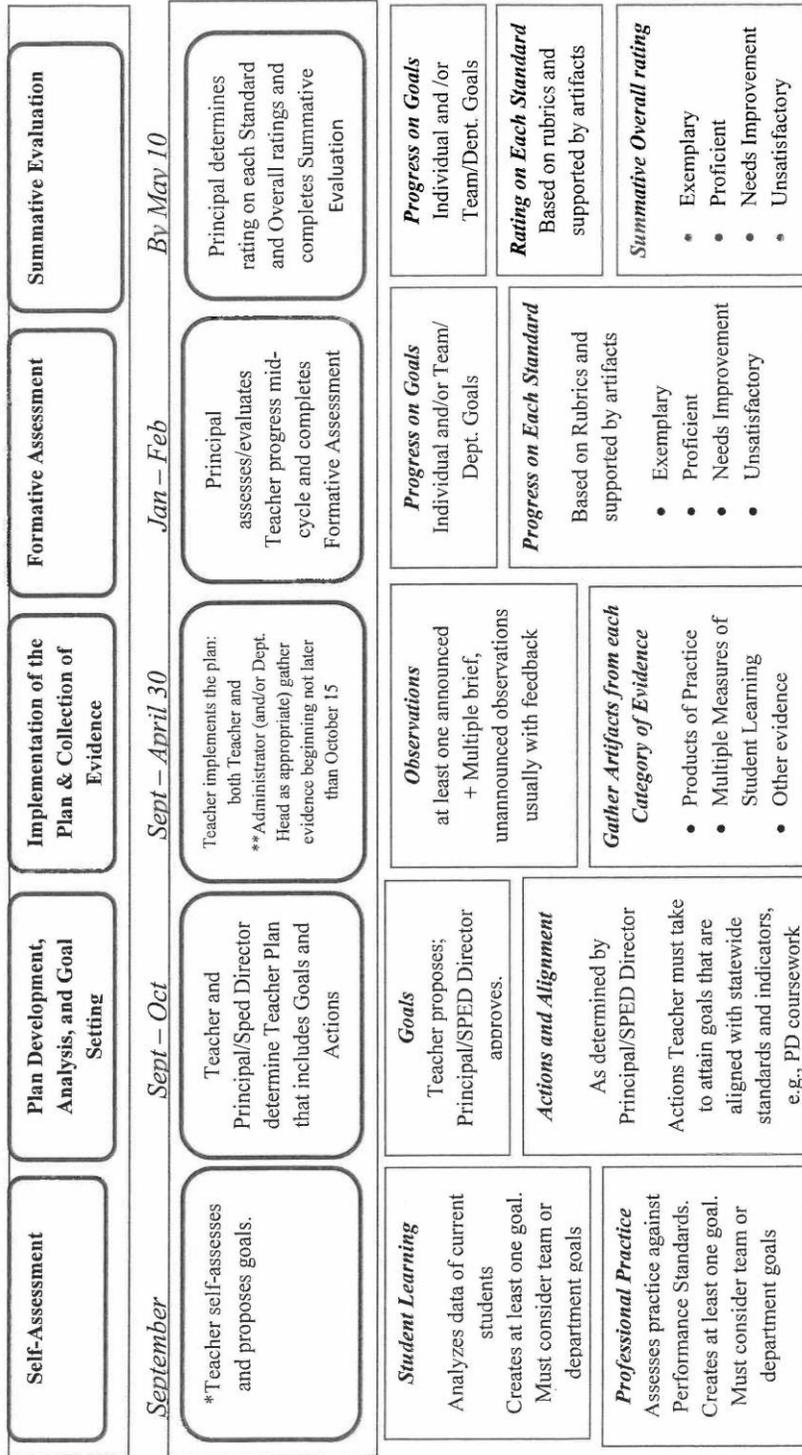
**Teacher Evaluation: Two – Year Cycle  
Proficient and Exemplary Teachers with Professional Teacher Status**

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

\*Teacher includes all members of bargaining unit

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

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



Teacher includes all members of bargaining unit

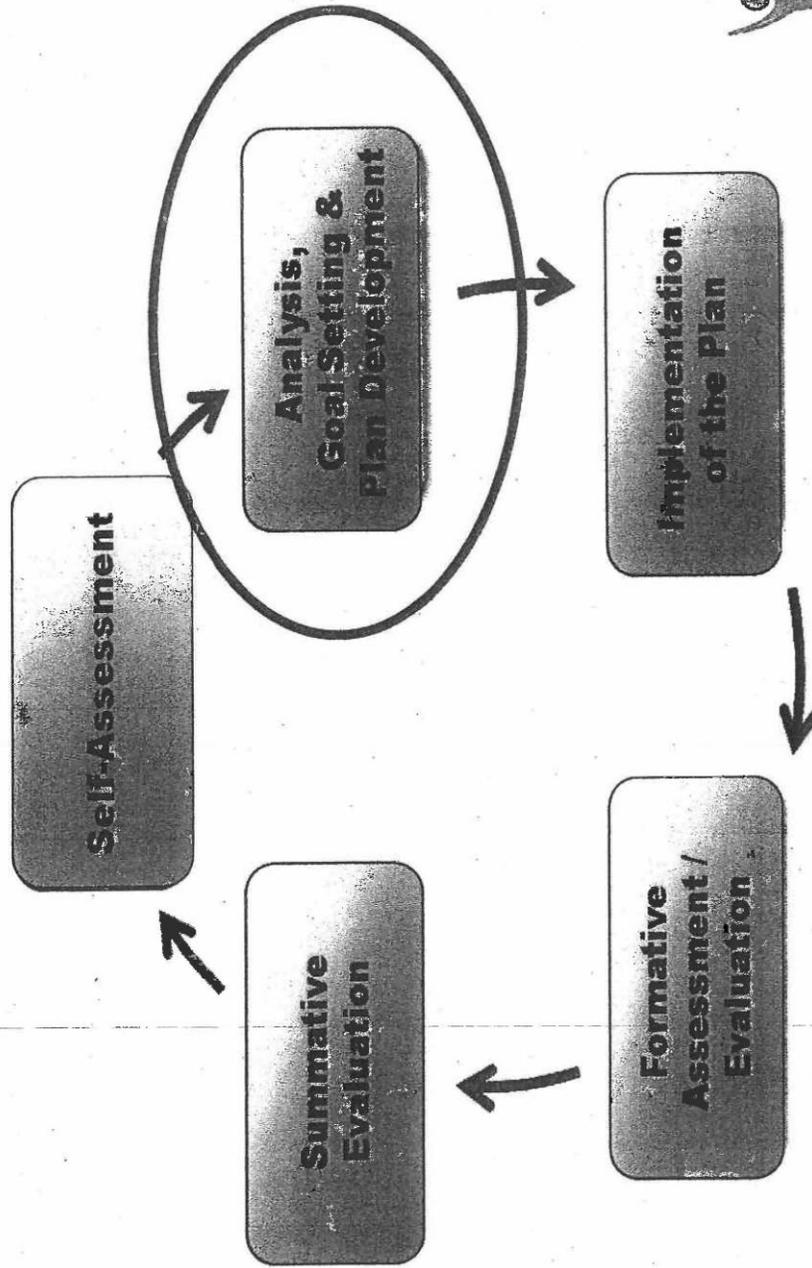
\*\* Administrator includes Principals, Asst. Principals, SPED Director, Asst. SPED Director, Athletic Director

## Appendix C: Teacher and Caseload Educator Contract

### 20. Timelines (Dates in italics are provided as guidance)

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * 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>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
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 ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

# The 5-Step Evaluation Cycle



Massachusetts Department of Elementary and Secondary Education

28) **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.*

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

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

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

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

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

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

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

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

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

**Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.**

<b>II-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective 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 routines and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	<b>Uses 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.</b>	Uses routines and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	<b>Teaches students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.</b>	Teaches students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers. Is able to model this practice.
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Occasionally uses a repertoire of techniques that guide students to identify needs, ask for support, and challenge themselves to take academic risks.	<b>Consistently uses a repertoire of techniques... that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take academic risks; and challenge themselves to learn.</b>	Consistently supports students to identify strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Models these skills for colleagues.

**Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.**

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

**Indicator II-D. Expectations: Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.**

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

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

**Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.**

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

**Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.**

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

**Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.**

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

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

**Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator’s own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.**

IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students but not with colleagues and/or rarely uses insights to improve practice.	<b>Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.</b>	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; and uses and shares with colleagues, insights gained to improve practice and student learning. Is able to model this element.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	<b>Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student learning data.</b>	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student learning data. Is able to model this element.

**Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.**

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

**Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.**

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

**Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.**

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

**Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.**

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

**Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.**

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

29) **Specialized Instructional Support Personnel (SISP) Rubric**

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

**Indicator I-A. Curriculum and Planning: Has strong knowledge specific to subject matter and/or professional responsibility, has a good grasp of child development and how students learn, and designs effective and rigorous plans for support consisting of well-structured lessons with measurable outcomes.**

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

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

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

**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.**

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

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

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

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

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

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

**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.**

<b>II-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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.	<b>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.</b>	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	<b>Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.</b>	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-2. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take risks or challenge themselves.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take risks.	<b>Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take risks; and challenge themselves to succeed.</b>	Consistently supports students to identify their strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Is able to model this element.

**Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.**

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

**Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.**

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

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

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

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

**Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.**

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

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

**Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator’s own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.**

IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of instruction, supports, and interactions with students but not with colleagues and/or rarely uses insights gained to improve practice.	<b>Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student outcomes.</b>	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues; and uses and shares with colleagues insights gained to improve practice and student outcomes. Is able to model this element.
IV-A-2. Goal Setting	Participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes one goal that is vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student data.	<b>Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.</b>	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student data. Is able to model this element.

**Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.**

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

**Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.**

<b>IV-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on student performance and/or development.	Does not consistently collaborate with colleagues in ways that support productive team effort.	<b>Consistently and effectively collaborates with colleagues through shared planning and/or informal conversation in such work as: analyzing student performance and development and planning appropriate interventions at the classroom or school level.</b>	Facilitates effective collaboration among colleagues through shared planning and/or informal conversation in such work as analyzing student performance and development and planning appropriate, comprehensive interventions at the classroom and school level. Is able to model this element.

IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-2. Consultation	Regularly provides inappropriate advice; does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and/or fails to offer advice when appropriate.	Provides advice and expertise to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for only some students for whom responsibility is shared, or sometimes provides advice that is inappropriate or poorly customized.	<b>Regularly provides appropriate advice and expertise that is customized to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for students for whom responsibility is shared.</b>	Utilizes a variety of means to regularly provide advice and expertise that is customized to support general education teachers and other colleagues to successfully create appropriate and effective academic, behavioral, and social/emotional learning experiences for students. Is able to model this element.

**Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.**

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

**Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.**

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

**Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.**

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

### 30) 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:

_____	_____
_____	_____
_____	_____

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.

# 31) 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>2</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>2</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.

### 32) 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>3</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>3</sup> Must identify means for educator to receive feedback for improvement per [603 CMR 35.06\(3\)\(d\)](#).

### 33) 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>4</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: \_\_\_\_\_

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

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

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

Attachment(s) included

<sup>4</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.

### 34) 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

## 35) Formative Assessment Report Form



Educator—Name/Title: \_\_\_\_\_

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

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

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

### Assessing<sup>5</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.*

--

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

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

--

<sup>5</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.

## 36) 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>6</sup>:

Progress toward attaining goals

Performance on Standards

Both

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

*Attach additional pages as needed.*

Did not meet    Some progress    Significant Progress    Met    Exceeded

Rationale, evidence, and feedback for improvement:

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

*Attach additional pages as needed.*

Did not meet    Some progress    Significant Progress    Met    Exceeded

Rationale, evidence, and feedback for improvement:

<sup>6</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	
<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>  	



### 37) Evaluation Tracking Sheet

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>7</sup> <input type="checkbox"/> Formative Evaluation conference, if any <sup>8</sup>			
<input type="checkbox"/> Formative Assessment Report completed <sup>9</sup> <input type="checkbox"/> Formative Evaluation Report completed <sup>9</sup>			
Educator response, if any, received by evaluator <sup>10</sup>			
Summative Evaluation conference, if any			
Summative Evaluation Report completed			
Educator response, if any, received by evaluator			

<sup>7</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>8</sup> Formative Evaluation only occurs at the end of the first year of a **two-year Self-Directed Growth Plan**.

<sup>9</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>10</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.

### 38) 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: \_\_\_\_\_

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: \_\_\_\_\_

\*Note if classroom observations are announced or unannounced.

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

### 39) 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:

Large empty rectangular box for providing rationale, evidence, and feedback for improvement for the student learning goal.

**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:

Large empty rectangular box for providing rationale, evidence, and feedback for improvement for the professional practice goal.

# Summative Evaluation Report Form



Educator—Name/Title: \_\_\_\_\_

## 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:



## 40) Artifact Cover Page



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 \_\_\_\_\_

Artifact Title/Name:

Submission Date:

Artifact Evidence	Aligned Indicator
<i>What aspects of educator performance does this artifact illustrate?</i>	

Star evidence statements that show progress toward attaining student learning goal(s) or professional practice goal(s).

Standards and Indicators for Effective Teaching Practice: Rubric Outline			
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
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. Professional Responsibilities

# 41) 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
Feedback to the Educator	

Observation Evidence pertains to (check any that apply):

Progress toward attaining student learning goal(s)  Progress toward attaining professional practice goal(s)

Standards and Indicators for Effective Teaching Practice: Rubric Outline			
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
I-A. Curriculum and Planning I-B. Assessment	II-A. Instruction II-B. Learning Environment II-C. Cultural Proficiency	III-A. Engagement III-B. Collaboration III-C. Communication	IV-A. Reflection IV-B. Professional Growth IV-C. Collaboration

I-C. Analysis	II-D. Expectations		IV-D. Decision-making IV-E. Shared Responsibility IV-F. Prof. Responsibilities
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## **APPENDIX D**

### **SICK LEAVE BANK**

#### **Guidelines**

The bank shall be maintained at a minimum of one hundred eighty (180) days. These days will be accumulated by the following means:

1. A voluntary contribution of one day sick leave per year by each contributing member from the member's fifteen (15) days per year until the minimum one hundred eighty (180) days is reached.
2. Voluntary contributions of Association Members on retirement.
3. Voluntary contributions from Association Members from accrued time to meet emergency situations.
4. Accumulation of unused sick leave days of contributing members who leave prior to retirement.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

The sick leave bank shall be administered by a sick leave committee consisting of three (3) teachers. The three (3) teachers shall be recommended by the association's officers and approved by the membership yearly. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The decision of the sick leave bank committee may be appealed to the negotiating committee and then to the membership whose decision will be final.

The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave.

1. Adequate evidence of serious illness or injury.
2. Prior utilization of all eligible sick leave.
3. Participation in the sick leave bank as demonstrated by this policy:  
Current members represented by the bargaining unit must decline or accept membership in the sick leave bank within thirty (30) working days of acceptance of this proposal. New members must decline or accept membership within thirty

(30) working days of the start of their employment. If an individual chooses to join after the thirty day period, he/she must wait one (1) year after joining before he/she may make use of the bank.

4. Propriety of use of previous sick leave.

If the sick leave bank falls below one hundred sixty-five (165) days, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this association policy. Such additional day will be deducted from the teachers' annual fifteen (15) days of sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

The sick leave bank committee will notify the office of any donations by bank members so that those donations may be deducted from that individual's accumulated sick leave. By this method, it should not be possible for anyone to receive double credit for sick leave.