

AGREEMENT

Between

NORFOLK COUNTY AGRICULTURAL HIGH SCHOOL  
FEDERATION OF TEACHERS - LOCAL 2335  
AMERICAN FEDERATION OF TEACHERS (AFT)  
AFT MASSACHUSETTS  
AFL-CIO

And the

NORFOLK COUNTY AGRICULTURAL HIGH SCHOOL  
BOARD OF TRUSTEES

**September 1, 2015 –August 31, 2018**

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ARTICLE I  
RECOGNITION, JURISDICTION, DEFINITIONS

A. FEDERATION RECOGNITION

The Board of Trustees of the Norfolk County Agricultural High School recognizes the Norfolk County Federation of Teachers, Local 2335, American Federation of Teachers, AFL-CIO as the exclusive collective bargaining agent for all Teachers, school nurses, librarians, school psychologist, adjustment counselors, academic advisors, technology specialist and department heads and including those persons whose duties are those of Teachers, regardless of classification, but excluding all other positions within the school district.

B. JURISDICTION

The jurisdiction of the Federation shall include those persons now and hereafter who perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed by present, or modified by new processes or equipment.

C. DEFINITIONS

The term "Trustees" used in this agreement means the Board of Trustees of the Norfolk County Agricultural High School.

The term "parties" as used in this Agreement refers to the Trustees and the Federation as participants of this agreement.

The term "School" as used in this Agreement means the Norfolk County Agricultural High School, including any work location or functional division maintained by the Norfolk County Agricultural High School.

The term "Superintendent-Director" as used in this Agreement means the responsible head of the School.

The term "Teacher", "Member" and "person" as used in this Agreement means a person employed by the Trustees in the bargaining unit as described in Article I.

The term "Federation Representative" as used in this Agreement means any qualified designee of the Federation.

The term "Campus" as used in this Agreement refers to any site or location of the facilities or properties of the Norfolk County Agricultural High School.

The term "Principal" as used in this Agreement shall mean the responsible educational head of the school who is immediately subordinate to the Superintendent-Director.

The term "extracurricular activity" as used in this Agreement shall include all activities outside a regular-day school curriculum and hours.

The term “day” as used in this Agreement shall mean a full day or a fraction thereof worked by a local Member.

The term “permanent part-time” as used in this Agreement shall apply to a Teacher hired for a permanent position in which each work-week is less than that of a full-time Teacher. Teachers employed on a part-time basis, prior to September 1, 1994 will continue to receive fringe benefits in the manner and to the extent that they received them at that time. Newly employed Teachers will be entitled to fringe benefits on a proportionate basis as their fraction of a work week relates to a full-time position, i.e., half-time, half-benefits. Notwithstanding any of the foregoing, no Teacher who works less than half time will be entitled to have health, dental or life insurance.

The term “duty” as used in this Agreement shall mean a non-teaching assignment.

The term “professional teacher status” as used in this Agreement shall mean any teacher who has attained this status as outlined in Chapter Seventy-One (71), sec. Forty-one (41) on the Massachusetts General Laws.

Wherever the word “singular” is used in this Agreement, it is to include the plural.

## ARTICLE II TRUSTEES' RIGHTS

### SECTION A

The Board of Trustees is the public body established under, and with powers provided by, the General Laws of the Commonwealth of Massachusetts.

### SECTION B

Except as otherwise provided in this Agreement, or as otherwise in any law or rule or regulation promulgated under law, the Board, acting through its Superintendent-Director and/or other administrative representatives, shall exercise its functions, duties and responsibilities as may be prescribed by such law as may now or subsequently be in effect.

### SECTION C

The parties agree that, subject only to the provisions of this Agreement, the operation of the School, including the supervision of the Teachers and the assignment of their work, individually or severally, is the right of the Trustees, Superintendent-Director or their respective designees.

ARTICLE III  
FEDERATION RIGHTS AND RESPONSIBILITIES

A. DUES CHECK-OFF

1. An employee, who wishes to have the Trustees deduct the regular monthly Federation dues from his/her pay for transmittal to the Federation, shall execute an authorization card to be furnished by the Federation in the form below:

"AUTHORIZATION FORM FOR PAYROLL DEDUCTION"

"I, \_\_\_\_\_, a Member of the Norfolk County Agricultural High School Federation of Teachers, Local 2335, American Federation of Teachers, AFL-CIO, (do) (do not) elect to have Federation dues deducted from my salary as per payment schedule, and hereby authorize and direct deductions as per payment schedule.

(Signed)

(Date)"

(The County Treasurer will pick up payment on a date to be specified by the Superintendent-Director and President of the Federation.)

2. The amount of dues will be certified to the County Treasurer, from time to time by the Treasurer of Local 2335 or by his/her duly authorized agent. A certification of a change in Federation dues shall become effective after the receipt by the County Treasurer of such certification in writing from the Federation at least fifteen (15) days prior to the start of the next month in which the Federation seeks to make such a change effective.
3. Federation dues deducted by the County 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 shall be canceled automatically whenever such employee is removed from the School payroll, or goes on leave of absence for more than one month, and there shall be no obligation by the Trustees to continue authorization in effect in the absence of an applicable collective bargaining agreement.

B. INFORMATION

The Trustees shall make available to the Federation, upon its reasonable request, 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.

C. ALLOWED TIME FOR CONSULTATION

1. The Superintendent-Director, Principal, or Members of the Trustees, as the Trustees shall deem appropriate, (the total number to approximate the number of persons of the Federation Committee), shall meet no more than once a month upon forty-eight (48) hours notice after school hours with the Federation Committee, if requested by the Federation Representative, to consult on school problems and policies as they relate to established Trustee's policies and procedures and this Agreement. No other committee composed of bargaining unit personnel shall exist for this purpose. Both parties shall submit items for the agenda to the Superintendent-Director.
2. The discussion of other matters, as agreed upon for discussion by the Superintendent-Director and the Federation Committee, is not precluded by the above. However, the Superintendent-Director and the Federation Committee, do not have the authority to reach any decision that changes this Agreement or any established Trustee policy or procedure.

D. RIGHTS OF FEDERATION MEMBERS

A Teacher shall be entitled to a hearing as outlined in Chapter 71, Section 42.

E. FEDERATION ACTIVITY AT THE SCHOOL LEVEL

1. The Trustees shall permit the representative of the Massachusetts Federation of Teachers to visit the School to investigate working conditions, Teacher complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement. The Field Representative shall inform the Superintendent-Director, or, in the absence of the Superintendent-Director, the person in charge, of his/her presence. If consultation with Members of the bargaining unit is necessary, it shall be done so as not to interfere with the instructional program. Such visits shall be informal in nature.
2. The President of the Federation or his/her designee shall be given the opportunity to present brief reports and announcements after staff meetings if he/she so desires.

F. USE OF BUILDINGS

At the end of the contractual work day, the Federation shall have the right to use designated areas in school buildings for meetings of Teachers, provided there is no interference with any scheduled school activities. The use of such designated areas shall be processed via facility-use-request forms. All requests for building use shall conform to Rules and Regulations of the Board of Trustees, however, there shall be no cost to the Federation for such meetings if no overtime custodial cost to the Board is involved.

G. DISTRIBUTION OF MATERIALS

The Federation shall have the right to place Federation related notices and materials in the mailboxes of Teachers, so long as a copy or copies have been signed by an authorized Federation representative and given to the Superintendent-Director and Principal.

H. BULLETIN BOARD

The Federation shall have its own locked bulletin board in the hallway of the northeast (pond) side of the Main Building upon which it shall be permitted to post Federation related notices and materials. The key to the bulletin board shall be held by the Federation President.

I. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

1. Nothing contained herein shall be construed to prevent the Board of Trustees, a Member of the Board, or its designated representative, from meetings with any Teacher for the expression of the Teacher's views. In the area of collective bargaining, no changes or modifications of the Agreement shall be made by either party, except through consultation and negotiation between the Federation and the Trustees.
2. Nothing contained herein shall be construed to permit any organization other than the Federation to participate in the processing of a grievance.
3. Nothing contained herein shall be construed to prevent any person from informally discussing any matter with his/her immediate superior, or processing a grievance on his/her behalf in accordance with the Grievance Procedure.

J. NO FEDERATION ACTIVITY ON SCHOOL TIME

The Federation agrees that no Teacher will engage in Federation activities during the time he/she is assigned to teaching or other duties.

K. MEETINGS OF THE BOARD OF TRUSTEES

The Trustees shall comply with the General Laws relative to their records being available for public inspection.

L. EXISTING LAWS AND REGULATIONS PRESERVED

The rights and benefits of persons provided herein agree in addition to those provided by County, State, or Federal law, rule, or regulation, including without limitation all applicable Professional Teacher Status, pension, or educational laws and regulations.

M. PRINTING OF AGREEMENT

The Federation is responsible for typing the Agreement. The Board of Trustees is responsible for printing of the agreement and the Board of Trustees agree that the Union will be provided ten (10) additional copies over and above copies provided for each member of the staff.

ARTICLE IV WORKING  
CONDITIONS

A. INSTRUCTIONAL ASSIGNMENTS

1. For the purpose of scheduling, a "period" shall be defined as a unit of time within the school day approximately forty (40) minutes to fifty (50) minutes long. A week shall be defined as five (5) days.
2. Teaching Periods shall be defined as those periods during which the Teacher is assigned a regular teaching assignment and/or a directed study. Effective with the 2014-2015 school year, no Teacher shall be scheduled to teach more than four (4) contiguous teaching periods, including supervisory periods, without a preparation period or a duty-free lunch period.

3. Preparation Periods shall be defined as those periods equal in length to a teaching period during which the Teacher is not assigned to a regular programmed responsibility.
4. The Teachers may be assigned supervisory assignments. In April of the preceding school year, Teachers can request in writing their preference of duties and requests will be granted whenever possible.
  - a. Supervisory assigned periods shall not exceed the length of a regular teaching period.
  - b. Supervisory assigned periods may include substituting for other staff Members who are absent. Assignments will be scheduled at the discretion of the Principal.
  - c. Effective August 31, 2018, the President of the Norfolk County Agricultural High School Federation of Teachers Local 2335 shall be relieved of all supervisory duties as they are structured in his/her building. The Federation agrees that the President will use the time in a reasonable manner. The Federation will notify the Superintendent-Director and the principal of the identity of the President within a reasonable time such that the principal has an adequate opportunity to make any adjustments in scheduling.

#### 5. Teacher Assignments

- a. In scheduling, the Principal, in coordination with the Vocational Coordinators and Assistant Principal, will endeavor, whenever possible, to establish instructional assignments with respect to subject matter areas, number of daily classes and students per class.
- b. A Teacher may express, in writing to the Assistant Principal and the Vocational Coordinators, his/her preference to grade level, subject, department and assignment. Programming preference shall be given full consideration in preparing the schedule for the following year.
- c. Except in cases of an emergency or for good cause. Teachers shall be provided with their projected teaching schedules before leaving school in June for the semester starting in September, and in December for the semester starting in January, with the understanding that projected schedules may be subject to change due to circumstances beyond the control of the employer. Absent circumstances beyond the control of the employer, Teachers shall be provided with their final schedule and assigned duties at least one month (30 days) prior to the beginning of the term or semester. Each teacher shall be given the following information concerning his/her program:
  1. Subject to be taught.
  2. Grades of the subjects to be taught.
  3. Number of periods.
  4. Room assignments.
  5. Any other pertinent information.
- d. Except temporarily or for good cause, a Teacher will not be assigned to teach outside the area of his/her teaching certification or Massachusetts Department of Elementary and Secondary

Education Licensure for more than twenty (20%) percent of the time. A Teacher will not be required to teach more than two (2) subject areas. Subject areas are defined as the fields of English, Math, Social Studies, and Science.

- e. Except in an emergency or for good cause, the number of different teaching locations in which assignments occur for a Teacher shall be held to a minimum, provided that a teacher may solicit an adjustment in room assignment with another Teacher subject to the approval of the Principal. Effective with the start of the 2014-2015 school year, scheduling of classes shall be done in such a manner as to minimize the movement of Academic Teachers between buildings.
- f. All Teachers shall be assigned a maximum of twenty (20) teaching periods, four (4) supervisory periods, and four (4) home room periods, (based on a four (4) day rotation). Teachers not assigned a maximum number of teaching periods (twenty (20) in a four-day rotation) may be assigned additional supervisory periods equal to the difference between the maximum teaching periods and the actual number of teaching periods.
- g. In scheduling part-time staff, the Principal, in coordination with immediate supervisors, will endeavor, whenever possible, to develop a schedule in which assignments are contiguous or within as short a time as possible.
- h. All part-time instructional assignments set forth in this section shall be prorated at an amount no more than a fractional time for which the Teacher was hired.
- i. Vocational Teachers may be assigned up to six (6) teaching periods each of two (2) days (based on a four (4) day rotation). This will not result in the elimination of any teaching positions, but will only be used for scheduling purposes. Science Teachers may be assigned up to six (6) teaching periods each two (2) days, (based on a four (4) day rotation) for the purpose of accommodating laboratories. PE/Health, Computer Applications and SPED teachers, for the purpose of accommodating SPED support, may be assigned up to six (6) teaching periods each of 2 days (based on a four (4) day rotation).
- j. Whenever possible in scheduling, a Teacher with the lesser number of teaching periods assigned to teach less than twenty-four (24) teaching periods (based on a four (4) day rotation) will be assigned non-teaching supervisory duties first, consistent with paragraph 5(f) above.
- k. At the end of each term, Teachers shall have four (4) school days for initial submission of grades to their immediate supervisors.
- l. Instructional assignments/teaching periods can be classes that are physically present or virtual for NCAHS students.

B. STAFF MEETINGS

Teachers will be required to be present for general Teacher's meetings as called by the Superintendent- Director or Principal. Such general Teacher's meetings shall be no more than one (1) per month except in an emergency, and shall be accomplished by the early-release of students. Advance notice of such meetings shall be provided at least a week in advance except in an emergency. An agenda for each meeting is to be distributed to the staff no later than the school day immediately preceding the day of the meeting. The Superintendent-Director or Principal shall restrict the meeting time to approximately one (1) hour before the end of the contractual workday.

C. AFTER SCHOOL ACTIVITIES

Each Teacher shall attend three (3) evening functions, including two parents' nights and one (1) other evening function that will be selected at the mutual agreement of the Principal and the Teacher.

D. TEACHER ATTENDANCE

1. All Members of the bargaining unit are presumed to be on duty on the school campus during the hours of their established work schedules, unless school business demands their presence elsewhere, in which case approval shall be secured from the Principal or immediate supervisor and notice of absence, destination, purpose of trip and probable time of return shall be recorded at the office prior to departure. All absences require such written notification, including farm or home visits, student placement supervision, illness after the start of the school day, and personal errands. Teachers may leave the school campus during their lunch period without prior approval of the Principal or immediate supervisor, but for safety and emergency reasons, need to notify the office when they leave and return.
2. Teachers shall not be required to be at the School on days when, because of weather conditions, there is no School for pupils.
3. School classes shall be canceled whenever travel conditions are sufficiently hazardous to endanger students traveling to and from the School, as determined by the Superintendent-Director.
4. Teachers having a home room or first period class, when home rooms are not part of the schedule, shall be in the classroom eight (8) minutes before the start of the home room or first period class.

E. DUTY-FREE LUNCH PERIOD

All Teachers shall have a duty-free lunch period.

F. LENGTH OF SCHOOL YEAR

1. Starting with the 2015-2016 School Year for one hundred and eighty-two day Teachers, the school year shall commence the Monday before a four day Labor Day weekend and continue into the month of June until the 182<sup>nd</sup> day has been attained unless Trustees, by majority vote, choose to release Teachers prior to the 182nd day. (School will be in session for teachers and students Tuesday, Wednesday and Thursday. There will be no school on the Friday before Labor Day. All staff and students will return the Tuesday after Labor Day.) Non-teaching duties of Teachers shall consist of curriculum work, and other non-teaching duties that may arise. All non-teaching duties will be agreed upon by the Teacher involved, immediate supervisor(s) involved, the Principal and

Superintendent-Director. Days when Teachers do not report to work due to school vacations, cancellations because of weather, heating problems or other emergencies will not count toward the one hundred and eighty-two (182) day total. The school year will normally end prior to June 30. Exceptions will be permitted only after the following conditions:

- a. The number of school days in session has been shortened due to an act of God.
  - b. All avenues of appeal such as a waiver application have been exhausted to the satisfaction of the Federation.
  - c. Negotiations have taken place with the Federation to decide the best and most equitable manner to make up the necessary time.
2. Any Teacher required to work before and/or following the close of the school year, during vacation, weekends (including open house), or holidays, including holidays worked while chaperoning inter-curricular activities; provided the Teacher is not being paid a stipend under Appendix B as part of said service, shall be paid at the daily prorate of his/her annual salary.
  3. Except as provided above, the Board of Trustees will not change the number of school days except to comply with changes in state laws or regulations of the State Department of Elementary and Secondary Education and will not make such changes without consultation with the Norfolk County Federation of Teachers.

G. LENGTH OF SCHOOL DAY

1. During the period beginning the Monday before a four day Labor Day weekend, to the end of school in June, the Length of the workday for Teachers shall begin at 7:30 A.M. and end at 2:30 P.M.
2. The workday for adjustment counselors shall be from 7:30 A.M. to 2:30 P.M., or later, including evenings and weekends, as is required to properly carry out all functions of the counselor's office as is currently done. All work necessary to carry out those functions is considered part of the job and is not subject to additional compensation or adjusted time.
3. Effective January 26, 2015 with the start of the second semester of the 2014-2015 school year, All Teachers shall remain at work for an additional one-half (1/2) hour (until 3:00 P.M.) on Tuesday and Thursday of each week for the purposes of providing extra help to students, contact with parents, professional activities such as for example: test data analysis, accreditation meetings, department meetings, school-wide meetings, curriculum related work, common planning time, professional development, or other professional activities of a similar nature. The school nurses, librarians, school psychologist, adjustment counselors, technology specialist and other non-teaching collective bargaining unit members will also be available on Tuesday and Thursday until 3:00 P.M.
4. Exceptions to the requirements outlined in paragraph 3 above shall be made on a case-by-case basis to accommodate members of the bargaining unit who are engaged in coaching or other school activities which conflict with the additional one-half (1/2) hour scheduled on

Tuesday and Thursday. The Principal may make exceptions on a case-by-case basis for members of the bargaining unit who have an external conflict, provided that the Principal's discretion is not exercised in an arbitrary or capricious manner. Any member excused from the extra one-half (1/2) hour on Tuesday or Thursday because of coaching, school activities, or external conflicts shall be responsible for completing (making up) any professional development, training, common planning time, or other professional activities scheduled after the normal workday on Tuesday or Thursday on their own time, and without additional compensation. Any make up work shall be completed during the academic quarter in which the extra time was originally scheduled. The District shall provide the Federation with a list of members of the bargaining unit excused from the extra half (1/2) hour on Tuesday or Thursday on a quarterly basis or as requested by the Federation. This list shall include the name of the member excused, the date excused, and the reason for the absence, and the date the activities were made up by the member.

#### H. SCHOOL FACILITIES

1. Every class shall be held in a facility that meets the requirements of Local Public Safety Officials.
2. Efforts shall be made to provide a clean, ventilated, heated, well lighted and suitably furnished Teachers' lounge.
3. Mailboxes for Teachers shall be provided in the Administration Building. In addition, each Teacher will be assigned an email address and voicemail extension.
4. Provisions shall be made in the School's budget to provide sufficient file cabinets in which to keep instructional materials and supplies.
5. As soon as practical, each classroom shall be provided with adequate bookshelves.
6. Each classroom shall be provided with a functional Teacher's desk and functional desk chair.
7. Parking facilities, cleared, paved and marked, shall be provided for all professional staff Members.
8. Within budgetary limitations, the school shall continue to provide facilities and equipment necessary for the educational program and the benefit of the Teachers.

#### I. EDUCATOR EVALUATIONS

##### 1. Philosophy and Purpose

We believe that all children can learn, and that our main purpose is to educate students to the maximum of their potential. We also recognize that teachers are life-long learners who thrive in a collegial, supportive and trusting atmosphere. Teachers and teaching are the heart and soul of the educational process, and teacher performance makes a difference in the achievement of our students. The dynamics of what teachers do and how they do it are central to the success of any educational environment. Through the evaluation process, the Board of Trustees of the Norfolk County Agricultural High School (the District) undertakes a level of commitment to Teachers in terms of direction, support and professional development which is requisite if we are to ensure the

continued success of our students. To that end this Educator Evaluation System is instituted to assess the effectiveness of education at Norfolk County Agricultural High School. The process will be continuous, constructive, and cooperative – one stressing the need for interaction and communication between Educators and Administrators. The goal of evaluation is to ensure that students are provided with the best instruction. The intended outcomes of the process are several: to foster continuous self-examination of professional skills; to foster professional growth; to provide a rationale and reliable basis for making recommendations for the improvement of professional practice and instruction; to commend professional achievement; to identify and attempt to improve unacceptable performance, and, to provide a basis for ensuring due process in making personnel and employment decisions.

## 2. Authority

The District and the Norfolk County Agricultural High School Federation of Teachers, Local 2335, AFT Massachusetts, AFL-CIO (the Federation) agree that the Educator Evaluation System, attached hereto incorporated herein by reference as Appendix D, used by the parties shall adhere to all state laws and regulations, including but not limited to M.G.L. c. 71, §38 and the Educator Evaluation Regulations, 603 CMR 35.00 et seq. In the event of a conflict between this agreement and the governing laws and regulations, the laws and regulations will prevail. This contract language shall take effect for all members of the Bargaining Unit in all programs school-wide on September 1, 2013.

## J. TEACHER'S FILES

1. Inspection of a Teacher's personnel file shall be permitted as outlined under Chapter 71, Section 42C of the General Laws of the Commonwealth of Massachusetts.
2. Teacher files shall be kept and controlled by the Superintendent-Director.
3. Teacher files shall be maintained under the following circumstances:
  - a. No materials dealing with a teacher's performance shall be placed in the files by the Superintendent-Director unless the teacher has been sent a copy at the same time.
  - b. The Teacher shall have the right to submit a response to the statement. The Teacher's response shall also be included in the file.
  - c. Upon receipt of a written request the Teacher shall be furnished a copy of any material in his/her file.
4. The Superintendent-Director shall maintain and control the only personnel file kept for each teacher.
5. Formal grievances filed by any Teacher under the Grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the Teacher; nor shall such grievances become a part of any other file or record utilized in the promotion process; nor shall it be used in any recommendation for job placement.

## K. SUBSTITUTE SERVICE

1. Every effort shall be made to hire substitutes to cover classes of regularly assigned Teachers when they are sick or on legally approved absence.

2. In situations where substitutes are necessary but not available, the Superintendent-Director or Principal may assign a Teacher to use his/her supervisory period for substituting. Such request shall be distributed on an equitable rotating basis among all Teachers in the School during the school year.
3. Effective January 28, 2002, whenever a teacher uses five preparation periods for substitute coverage, he/she will receive compensation equal to a day's pay computed at the step 1, column 1

teachers' salary grid. The employer will record each teacher's substitute coverage to insure equitable rotation among all teachers and to provide compensation when required. Teachers will be paid for every five preparation periods utilized by the Administration.

**L. PROTECTION, DEPARTMENT & SAFETY**

1. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent-Director in writing.
2. Whenever it is alleged that a Teacher has assaulted a person or that a person has assaulted a Teacher, the Superintendent-Director, an MFT staff representative, the President of the Union and a Trustee of the School shall conduct an investigation of the incident. The Superintendent-Director shall comply with any reasonable request from the Teacher for relevant information in his/her or the Trustee's possession not privileged under law concerning the person or persons involved.
3. If criminal or civil proceedings are brought against a Teacher alleging that he/she committed an assault in connection with his/her employment, the Trustees may, at their discretion, furnish legal counsel to defend him/her in such proceeding if he/she requests such assistance, and provided that the Teacher was not in violation of the policies related thereto. The provisions of Chapter 258 of the General Laws will apply here. The Trustees shall budget funds for this purpose.
4. A Teacher or an Immediate Supervisor may send to the Dean of Students or Principal a student who is causing serious disruption on campus.

**M. DAMAGE OR LOSS OF PROPERTY**

1. No Teacher shall be held responsible for loss, damage or destruction of School property or students' property, when such loss, damage or destruction is not the fault of the Teacher.
2. A Teacher shall report in writing any loss, damage or destruction to the Principal immediately upon becoming aware of such loss, damage or destruction.
3. Teachers may submit a reimbursement request to the Superintendent-Director for destruction, damage or loss of personal property incurred in the course of his/her employment provided such loss is not covered by the Teacher's personal insurance.
4. The term "personal property" shall not include cash or other personal property in excess of \$100 unless it was brought to school with the written approval of the Superintendent-Director or Principal. The terms "loss, damage and destruction" shall not cover the effects of normal wear, tear and use.

**N. SUPERVISORY PRACTITIONER**

1. Teachers who supervise practicum or a practicum equivalent shall be known as Supervisory Practitioners.
2. Qualifications for Supervisory Practitioners shall include the following:
  - a. Teacher must meet "highly qualified" standards in the subject area and be appropriately licensed.

- b. Agreement of the school, college or program approving the experience.
- c. Approval of the Principal.
- d. Agreement to supervise the candidate and be responsible for the larger portion of the practicum equivalent.
- e. Cooperative with the college supervision to evaluate the candidate's achievement of appropriate standards.
- f. Any additional requirement as set forth by the Massachusetts Department of Education.

- 3. Acceptance of a student or apprentice teacher shall be voluntary on the part of the member. A training teacher will accept the student or apprentice teacher only when he/she and the Principal agree, sufficient time has been provided prior to the date the student or apprentice teacher will commence his/her program at N.C.A.H.S.

O. UNIFORM ALLOWANCE

Proper protective clothing shall be provided, as budgetary provisions allow, for all Teachers in departments in which proper clothing is necessary for safety or cleanliness.

P. NOTICES AND ANNOUNCEMENTS

- 1. All official circulars concerning Teachers shall be posted on the Federation's bulletin board and in Teacher Workrooms or lounges, and a copy furnished to the Federation Representative.
- 2. Each Teacher shall be furnished with copies, either electronic or paper of the Student Handbook, Employee's Guide and all subsequent amendments at the start of the school year.
- 3. A Directory of School Personnel shall be provided to all employees by November First (1st) of each year and a single copy to the Federation Representative.
- 4. A systematic method of circulating information shall be devised. Use of the public address system when classes are in session shall be restricted to emergency calls.
- 5. A copy of all teaching assignments and non-teaching assignments shall be available in the Principal's office as soon as practical. Changes will be posted promptly.
- 6. The proposed calendar for the new School year shall be submitted to the Federation for informational purposes prior to its adoption or within a two-week period of its adoption.

Q. SENIORITY

- 1. The Superintendent-Director shall prepare a seniority list that indicates the date on which all Members of the bargaining unit first worked at the Norfolk County Agricultural High School. The Federation shall be supplied with the list that shall be kept current. In the event of a tie between professional status teachers of the same department and or same certification, a lottery will be held.
- 2. Seniority is based upon length of service at the School. Periods of service divided by a break due to resignation or termination shall not be added to determine seniority.

3. Permanent Substitute Service shall be credited toward seniority if the Permanent Substitute Service is continuous with an appointment to a permanent teaching position.

R. REDUCTION IN FORCE AND LAYOFFS

Persons may exercise their seniority to displace another person in their department provided they are qualified to teach the subject matter of the least senior person as determined by the Superintendent-Director and Board of Trustees who will base their decisions on the following criteria:

- a. Certification
- b. Courses taken
- c. Degrees
- d. Seniority
- e. Teaching and Work Experience
- f. The right to replace another person as set forth herein is subject to the provisions of Chapter 71, Section 42 of the Massachusetts General Laws.

S. RECALL

1. A recall list shall be established by the Superintendent-Director and shall consist of the names of the effected employees and the date of their layoffs. Recall will be determined by the Superintendent-Director who shall base his/her decision on the following criteria:
  - a. Certification
  - b. Courses taken
  - c. Degrees
  - d. Seniority
  - e. Teaching and Work Experience
2. If an employee refuses recall or fails to respond to a recall notice within fifteen business days, his/her name shall be removed from the recall list. All notices will be sent registered mail, return receipt and the return receipt will be grounds for removal of the employee from the list after the receipt was signed.

T. CLASS SIZE

The Trustees agree that class size should not be unreasonably large for the grade level and subject matter taught. The parties agree that by reducing class size the educational outcomes for students may be improved. Consistent with this stated goal, the parties also agree that the following limits on class sizes shall be adopted and achieved through scheduling, with the understanding that these limits may be subject to change in the future. The parties further agree to re-open this agreement for the limited purpose of negotiating over changes in class size limits due to increases or decreases in student enrollment or funding. Effective with the start of 2014-2015 school year:

- a. Academic classes shall not exceed twenty-four (24) students/class, and except for a Teacher who teaches Career and Technical, or Physical Education classes no Academic or Vocational Teacher shall be required to teach more than one-hundred and thirty-two (132) students during any school year.

- b. Vocational classes shall not exceed the recommendations for vocational classes set by the Massachusetts Department of Elementary and Secondary Education (DESE).

U. LICENSE ADMINISTRATION

1. When required by law or when the Principal, Immediate Supervisor and a Teacher agree it is important for that Teacher to possess a specific license or non-teaching certificate in order to properly perform the duties of a Teacher, he/she will be required to secure and maintain said license or non-teaching certificate. All Federation Members needing certification, approval in the case of Vocational Teachers when hired should be certified or certifiable in accordance with the existing laws of the Commonwealth.
2. The requirement for such a license or certification will be made part of the Teacher's job description. The Principal shall provide:
  - a. Time off during working hours for the Teacher to take the required test.
  - b. Reimbursement for any costs related to acquiring and renewing said licenses or non-teaching certificates including travel.

V. RE-CERTIFICATION AND LICENSING FEES

1. The employer will reimburse Teachers for all Teacher re-certification/licensing fees required by the Massachusetts General Laws or Department of Education regulations. This reimbursement will apply to the Teacher's primary area of re-certification only.
2. Teachers will be issued Professional Development Points (PDP) Certificates consistent with MDESE regulations for the completion of in-house professional development activities upon the submission of the appropriate documentation and request for PDP Certificate form. Certificate shall be issued within thirty (30) days after acceptance of form or teacher will be notified in writing if additional information is needed.

W. JUST CAUSE

No Teacher shall be disciplined, reprimanded, reduced in rank or denied any professional advantage except for just cause. Notwithstanding the above, the Trustees, the Superintendent-Director and the Principal shall retain all rights granted to them by Massachusetts General Laws Chapter 71, Section 41-42.

ARTICLE V TRANSFERS,  
PROMOTIONS

A. TRANSFERS, VACANCIES

1. Requests for transfers shall be submitted in writing and renewed annually any time in the year to the Principal with a copy to the Superintendent-Director. All transfer requests shall include the grade and subject area in which the Teacher seeks assignment.
2. If the transfer is one that normally would not become effective until the beginning of the school year, the request must be filed prior to May 1 of the preceding school year.

3. Notice of transfer shall be given to a Teacher as soon as possible following the granting of the Teacher's request.
4. Where all other factors are equal, seniority based on consecutive years of experience at the School shall govern all transfers.
5. Any involuntary transfer shall be made only after a meeting between the Teacher involved and the Principal and the Superintendent-Director, at which time the Teacher shall be notified of the reason for the transfer. In an event that a Teacher objects to the transfer, the Federation will be notified and the Principal and Superintendent-Director will meet with the Federation Representative to discuss the transfer.
6. The term "transfer" shall include all changes in subjects to be taught and department changes.

**B. POSTING AND FILLING VACANCIES**

1. When vacancies occur in new or existing positions, including extracurricular activities and curriculum development, notice of vacancies, including job descriptions, shall be posted promptly on the appropriate bulletin board and electronically.
2. Applications shall be in writing and shall set forth the basis on which the applicant solicits consideration. Ten (10) working days shall be allowed for submissions of applications after the posting date.
3. In considering candidates for a position, where factors are the same among several candidates, seniority at the School shall be given consideration. Written notification to all non-selected candidates will take place within ten (10) days after acceptance of the position by the candidate selected for the position.
4. Vacancies shall be filled by an applicant within the School if his/her qualifications and experience are equal to those of other applicants.
5. Vacancies in new or existing positions shall be filled by decision of the Principal, in accordance with the Education Reform Act.
6. Starting with the 2014-2015 school year the parties agree to form a joint labor-management committee (JLMC) to discuss and develop a process to be used to evaluate the performance of members of the bargaining unit who perform the extracurricular activities listed in Appendix B-1 and B-2. The JLMC shall consist of three (3) members selected by the District, and three (3) members selected by the Federation. The JLMC shall make its recommendation known to the District and the Federation no later than March 1, 2015. The parties further agree that any recommendations of the JLMC shall be negotiated by the parties prior to implementation, and the parties agree to re-open this agreement for the limited purpose of negotiating over recommendations of the JLMC.

## ARTICLE VI LEAVE POLICIES

### A. SICK LEAVE

1. Sick Leave with pay shall be granted to permanent, temporary and part-time employees who have completed not less than two (2) months of continuous service. Such sick leave shall be limited to fifteen (15) days annually for each year of service. Sick leave shall accrue at the rate of one and one-quarter (1-1/4) days for each month of service. Absence with pay granted under these rules shall be counted as service.
2. Sick leave not used in any year shall be accumulated.
3. Sick leave with pay may be granted to employees only if they are incapacitated for the performance of their duties by sickness, injury, quarantine, or exposure to contagious diseases; provided that, the Principal may allow time off not to exceed twelve (12) days, to be counted as sick leave in case of serious illness of the immediate family of the employee that requires the personal presence of such employee. Immediate family shall, except in unusual circumstances, include husband, wife, children, parents, grandparents, brothers, sisters, unmarried partners, or other relatives with whom the employee is living in the same house.
4. Any former employee who is reinstated within one (1) year from the date of separation from service shall be credited with the accrued length of service attained at the termination of his/her previous service for the purpose of sick leave. Any such employee so reinstated or so employed more than one (1) year and less than three (3) years after separation from service shall be treated as a new employee for the purpose of sick leave; provided, that, at the expiration of one (1) year of continuous service after such reinstatement or employment, he/she shall be credited with the accrued sick leave credited at the termination of his/her previous service. Sick leave earned in public employment other than in his/her own county shall not be transferred.
5. Absence due to sickness, or otherwise not specifically covered by these rules, shall be granted as leave without pay.
6. Employees whose service is terminated through resignation or dismissal shall not be entitled to compensation in lieu of sick leave not taken.
7. Notice of absence because of sick leave shall be given directly to the member's immediate supervisor prior to the next workday, if possible, or as soon as possible the day of the sickness. If such notice is not given, the Superintendent-Director may assign such absences as leave without pay. For absences of three (3) consecutive days or more, or in excess of ten (10) days in any one year, the Superintendent-Director may require evidence in the form of a physician's certificate for the necessity of such absence. In cases of sick leave over one (1) month, the Superintendent-Director may require further evidence of necessity and compliance with these rules.
8. The Superintendent-Director shall keep a record of all sick leave both accrued and granted for each Member.

9. Each Member shall receive a notice of his/her accrued sick leave during September.
10. Sick leave must be charged against unused sick leave credits in minimum units of  $\frac{1}{4}$  (one quarter) days. If a person is sick and his or her duties are finished for the day, he/she may be dismissed without any loss of sick time.

B. SICK LEAVE BANK

1. Purpose of Sick Leave Bank

There shall be a Sick Leave Bank, the purpose of which is to enable all qualified employees upon exhaustion of their individual sick leave, compensatory days if any, and personal days, both annual and cumulative, to receive extended sick leave without loss of income during prolonged illness or other incapacitation. It is recognized that the Sick Leave Bank may be used with a prolonged illness or other disability or in a series of intermittent but prolonged disabilities in which the employee never became eligible for disability insurance coverage or Workers Compensation Coverage.

2. Sick Leave Bank Board

- a. The Sick Leave Bank shall be overseen by a Union local committee consisting of the local president or his/her delegate, two (2) local Members elected by the Membership at large and a Member of the school administration as appointed by the Superintendent-Director. Such Board must reach unanimous approval for Sick Leave Bank Days to be granted.
- b. The Board will govern all phases of the bank. All decisions of the Board are final, but those decisions may be appealed back to the Board for review or hearing. The Board will have an annual meeting.
- c. The Board must consider the following when making decisions:
  - i. The attendance record of the Member.
  - ii. The medical information submitted.
  - iii. Any other information deemed to be pertinent by the Board.

3. Contribution of Sick Days to Bank

- a. Every teacher with professional teacher status who wishes to be a member of the bank, will contribute two (2) days from his/her accumulated sick leave.
- b. Additional contributions of one (1) day per member of the Sick Leave Bank will be made when the Sick Leave Bank days fall below thirty (30) days and at the beginning of each school year if deemed needed by the Board.
- c. Any retiring Sick Leave Bank Member may contribute any of his or her unused accumulated sick leave remaining after sick leave buy back to the Sick Leave Bank Fund.

#### 4. New Teachers Entering Sick Leave Bank

Teachers having Professional Teacher Status may join the Sick Leave Bank only when the Teacher is first employed at the School. A Teacher without Professional Teacher Status may join the Sick Leave Bank only at the time when the Teacher first attains Professional Teacher Status. Teachers may join the Sick Leave Bank at the beginning of their first such school year by depositing two (2) sick days in the Bank.

#### 5. Using Sick Days from Sick Leave Bank

- a. A Sick Leave Bank Member will be eligible to apply for Sick Leave Bank assistance under the following guidelines:
  - i. A Sick Leave Bank Member must deplete his/her accumulated sick leave.
  - ii. There will be a waiting period of ten (10) school days between the depletion of sick days and the granting of Sick Leave days during which the Sick Leave Bank Member will be payless.
  - iii. This waiting period will be increased by the number of days the requesting Member has sold back to the county.
  - iv. The application for benefits must be accompanied by a certification of illness or disability completed and signed by the attending physician. This Sick Leave Bank will not cover any female Member due to normal pregnancy. Female Members who apply for leave for pregnancy will be required to comply with the first sentence of this paragraph.
  - v. Sick Leave Bank days will be granted for a period not to exceed twenty (20) school days per request.
  - vi. If these twenty (20) days are expended, more may be granted by the Board upon the petition of the Member with additional medical statements to support the need for such time.

#### 6. Sick Leave Bank Application

The Sick Leave Bank Application Form is set out and attached hereto and marked "Appendix C."

#### 7. Abuse of Sick Leave Bank

- a. Any Member of the Sick Leave Bank who is drawing sick leave time for any type of illness or disability, and is found working another job outside the Norfolk County Agricultural School, will be immediately taken off the rolls of the Sick Leave Bank and be disallowed from drawing any more sick leave time from the Bank. If such a circumstance occurs, the Federation will notify the Superintendent-Director in writing forthwith.

- b. The Federation shall indemnify and save harmless the School in the event of a lawsuit, fine, damage award or other penalty resulting from actions or lack thereof by the Federation in carrying out its responsibilities in administration of the terms of this Sick Leave Bank.
- c. Any Member of the Bank who is requesting sick time from the Bank and is known as an abuser of sick time can be denied the privilege of using the Bank through the decision of the Bank Board.

C. FUNERAL LEAVE

- 1. Each Teacher shall be permitted up to four (4) days leave with pay upon the death of the husband, wife, unmarried partner, child, parents and grandparents of either spouse, brother or sister, spouse's brother or sister, and any family member living in the household of said Teacher.
- 2. Each teacher shall be permitted one (1) day leave with pay upon the death of any family member not listed in section one (1).
- 3. Funeral leave may be granted in the death of others at the discretion of the Principal or Superintendent-Director provided that such leave will only be taken for the wake, burial, or memorial service.

D. SABBATICAL LEAVE

Teachers shall be allowed sabbaticals under the following guidelines:

- 1. Sabbatical leave shall be granted only to a Teacher by action of Trustees.
- 2. To be eligible, a Teacher must have completed seven consecutive full years of service at the Norfolk County Agricultural High School.
- 3. Applications from eligible applicants must be submitted prior to October first (1st) for leave beginning the following September.
- 4. Each applicant must include a proposed plan of study, travel or research, a statement of the applicant's professional purpose and the expected value to the School of the proposed project.
- 5. A Sabbatical may be taken for six (6) months at full pay, or for one (1) year at one-half (1/2) pay. Professional Teacher status, regular salary increments and status shall not be impaired.
- 6. Prior to the granting of such leave, an applicant shall enter a written agreement with the Board of Trustees that, upon termination of such leave, he/she will return to service at the School for a period of two (2) years, and that in default of completing such service, he/she will refund to the N.C.A.H.S. an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless this failure is due to illness, disability or death, and shall be so stated on his/her record. (Chapter 71, Section 41A).

7. A Teacher returning from sabbatical shall be placed in a comparable position and on the step of the salary schedule he/she would have attained had he/she remained in the School, and may be eligible for insurance benefits according to the County Policy while on leave. Teachers will be eligible for second (2nd) or subsequent sabbatical leave only when he/she has completed seven (7) years' service at the School since his/her last sabbatical leave.

E. RELIGIOUS LEAVE

Teachers shall be excused from duty without loss of pay in accordance with the law.

F. PREGNANCY AND ADOPTION LEAVE

1. Every full-time female employee is entitled to pregnancy leave for a period of twelve (12) weeks if she complies with the following conditions:
  - a. She provides a doctor's statement attesting to the pregnancy and expected delivery date; and
  - b. She has been employed three (3) consecutive months; and
  - c. She gives four (4) weeks notice of her expected departure date and of her intended date of return.
2. She can return to the same or a similar position without loss of employment benefits for which she was eligible on the date her leave commenced, provided that nothing has occurred during her leave that would have otherwise terminated her employment with the County under existing law, rule or regulation.
3. Sick leave credits accumulated under the Sick Leave Rules and Regulations may be used for pregnancy leave purposes. If there are no accumulated sick leave credits, the pregnancy leave shall be without pay, or if there is only partial sick leave accumulated, the remainder of the 12-week period of pregnancy leave shall be without pay.
4. A Teacher who uses accumulated sick leave for up to twelve (12) weeks following pregnancy may opt to take an unpaid leave for the remainder of the academic year.
5. Parenting Leave - Members of the Bargaining Unit shall be entitled to three (3) days annual leave for adoption and birth of a child.

G. MILITARY OBLIGATIONS

1. Military Leave will be granted to any Teacher who is inducted or enlists for one (1) required term in the Armed Forces of the United States. Upon return from such leave, a Teacher will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the School during his/her absence up to a maximum of two (2) years, but said time of absence shall not count toward Professional Teacher Status according to the terms of the Selective Training Act of 1940, and subsequent amendments by Congress.

2. Teaching personnel who are required to perform active duty for training as part of a reserve unit will do so as far as possible during July and August, according to Section 59 of Chapter 33 of the General Laws.

#### H. OTHER LEAVES

1. Members of the bargaining unit who have Professional Teacher Status may be granted, at the discretion of the Board of Trustees, unpaid leave for the following reasons: Prolonged illness, needed rest, necessities of the home, career change, professional improvement when a Teacher is not eligible for sabbatical leave, teaching in an acceptable school system in the United States when Teachers are not selected as exchange Teachers for teaching at a United States Military Installation abroad or any other activity that would benefit the School.
2. A Member of the bargaining unit shall be granted a leave of absence without pay to serve as an elected official in public office.
3. Leaves of absence may be extended by the Board of Trustees.
4. 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, and he/she will be assigned to the same or a substantially equivalent position.
5. A Teacher shall be granted leave with pay when required to report for a Selective Service Examination, or other tests required by the United States Government.
6. Members of the bargaining unit shall be granted leave of absence without pay for two (2) years to serve with the Peace Corps, Vista, or any similar recognized state or federal agency.
7. One (1) official delegate for the Federation shall be granted leave up to four (4) days with pay to attend conventions of the affiliated bodies.
8. A one (1) year leave without pay for a career change may be granted to a Member.

#### I. FEDERATION LEAVE

1. One Teacher who is elected or appointed to a full-time position with the Federation or any organization with which it is affiliated, will, upon proper application to the Board of Trustees, be granted leave of absence, without pay, not to exceed one (1) year, for the purpose of accepting that position.
2. A Teacher who is granted a one-year leave of absence in compliance with the Agreement to fill full-time jobs with the Federation, or any organization with which it is affiliated, shall, provided such action is legal, continue to accrue seniority for salary increments, pension, and all other purposes as though they were in regular service.

#### J. PERSONAL LEAVE

1. Personal leave of three (3) days per school year may be granted for urgent business, legal or family matters that cannot be conducted during non-school hours. A written request for personal leave must be provided to the Principal through the immediate supervisor at least four (4) school days

before such leave is required. In cases of necessity when four (4) days notice cannot be provided, the reason for the leave must be stated on the request form.

2. Personal leave shall not be utilized for vacation or recreation purposes.
3. Personal leave shall not be taken on the day preceding or following a long weekend or school vacation except in well justified cases as determined solely by the Principal.
4. Personal leave unused in any year shall be added to the individual's accumulated sick leave.

K. PROFESSIONAL LEAVE

1. An application for professional leave, as well as a Professional Development Request Form, shall be submitted to the Principal at least two (2) weeks in advance of the leave. Only approved Professional Development and approved Professional Development Leave will be reimbursed for registration fees and travel expense.
2. Professional Leave will be approved at the discretion of the Principal and will be based on the extent to which it is determined that the leave aligns with predetermined school goals and specific educational needs.

L. JURY DUTY AND COURT LEAVE

1. No salary deduction shall be made in case of absence due to being summoned to appear in court or other state or federal agency unless such a summons is the direct result of responsibilities for which the Members of the bargaining unit receives remuneration as a paid employee.
2. Members selected to serve as a juror or summonsed as a witness in a proceeding not involving himself/herself or his/her family as a party by any state or federal court, shall do so without the loss of pay, in accordance with Article VI, Section I, Personal Leave. Said Member shall submit all pay, exclusive of expense reimbursements, provided by the court to the Business Manager.
3. Members who must appear in court because of personal violations or offenses of the law shall not be paid for such absences.

ARTICLE VII  
FRINGE BENEFITS

A. MEDICAL AND SURGICAL PROGRAM FOR MUNICIPAL EMPLOYEES

Memorandum of Agreement by and between the Norfolk County Commissioners and the Norfolk County Public Employees Committee. Said Memorandum of Agreement to be attached hereto and made a part hereof.

B. LIFE INSURANCE

Memorandum of Agreement by and between the Norfolk County Commissioners and the Norfolk County Public Employees Committee. Said Memorandum of Agreement to be attached hereto and made a part hereof

C. PENSION

The parties agree that all bargaining unit members will be enrolled in the Massachusetts Teacher's Retirement Plan.

D. WORKERS COMPENSATION

The employee shall be covered by the provisions of Worker's Compensation, Chapter 152 of the General Laws according to that coverage extended to other County employees.

E. TAX-FREE ANNUITY

Teachers shall be allowed to take advantage of the federal law concerning tax-free annuities.

F. DEATH OF AN EMPLOYEE

In the event of an employee's death, payment of accumulated sick leave shall be made to a beneficiary designated by the employee in writing or, in the absence thereof, to the employee's estate.

G. EYE CARE

If the County accepts or gives to any other group or employees "eye care coverage," the parties agree to reopen this contract and negotiate this subject.

H. SICK LEAVE BUY BACK

Any Member who retires from his/her position or dies while employed by the County, shall receive a cash payment equivalent to thirty (\$30) dollars per day times the number of days of unused accumulated sick leave credited to him/her on the date of his/her retirement or the date of his/her death, for the term of this contract, not to exceed \$7,500.00.

I. NOTICE OF INTENT TO RETIRE

Any member with professional status who gives notice of his/her retirement by April 1<sup>st</sup> of the current year and completes the following school year and retires will be entitled to a onetime payment of \$2,500.00.

ARTICLE VIII GRIEVANCE  
PROCEDURE

A. DEFINITION

A grievance is defined as an alleged violation of a specific Article or section of this Agreement.

B. GENERAL PROVISIONS

1. Informal

Within fifteen (15) working days of the time a grievance arises, the employee or Federation either directly or accompanied by his/her Federation representative, will present the grievance to the

Principal during non-teaching hours. Within five (5) working days after presentation of grievance, the Principal shall give his/her answer orally to the employee.

2. Step One

- a. Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and lodged with the Principal.
- b. The "Statement of Grievance" shall name the employee involved, shall state all the known facts giving rise to the grievance, shall identify by appropriate reference provisions of this Agreement alleged to be violated, and shall state the contention of the employee and of the Federation with respect to these provisions, and shall indicate the specific relief requested.
- c. Within five (5) working days after receiving the grievance, the Principal shall communicate his/her answer in writing to the grievant and the Federation representative.

3. Step Two

- a. If the grievance is not resolved in Step One, the grievant may, within ten (10) working days of receipt of the Principal's answer submit to the Superintendent-Director a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Principal at the same time.
- b. The Superintendent-Director or his/her designated representative shall give the grievant and the Federation representative an answer in writing no later than ten (10) working days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent-Director and the Federation.

4. Step Three

- a. Within fifteen (15) working days after receiving the decision of the Superintendent-Director, an appeal from the decision may be made to the Trustees. It shall be in writing and accompanied by a copy of the decision at Step Two.
- b. No later than fifteen (15) working days after receiving the appeal, the Trustees shall hold a hearing on the grievance at a regular or special meeting. All those listed in Step Two shall have a right to participate in this step.
- c. Within fifteen (15) working days after the hearing, the Trustees shall communicate their decision in writing, and state their reasons if requested, to the Federation and the aggrieved Teacher, if any.
- d. The Federation may not present any material, allegation, or remedy that was not present in Step Two.

C. APPEARANCE AND REPRESENTATION

1. Hearings held under this procedure shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, conducted during school hours, unless there is mutual agreement for other arrangements.

2. If the grievance arises from an action of authority higher than the Principal of the School, the employee may present such a grievance at Step Two of this procedure.

#### D. TIME LIMITS

Time Limits provided in this Agreement may be extended by mutual agreement signed by the parties. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Federation to lodge an appeal to the next step of this procedure. Any grievance not advanced from one step to the next step within the time limits of that step, shall be deemed resolved by the answer at the previous step.

#### E. ARBITRATION

1. Within twenty (20) working days of receiving the decision of the Trustees, the Federation may appeal the decision to Arbitration. The proceeding may be initiated by filing with the American Arbitration Association in serving notice of such action to the Board of Trustees. The voluntary labor Arbitration rules of the American Arbitration Association shall be equally shared by the parties.
2. It shall be the function of the Arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of specific articles in sections of this Agreement.
3. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
4. All expenses other than that of the Arbitrator shall be borne by the party incurring them.
5. All claims for back wages shall be limited to the amount of wages that the employees would otherwise have earned, less any employment compensation he/she may have received from any public source during the period of the back pay.

### ARTICLE IX COMPENSATION

#### A. FUNDING APPROVAL

1. Compensation is subject to approval of the School's annual budget by the Norfolk County Commissioners, Norfolk County Advisory Board, and the Commonwealth of Massachusetts County Finance Review Board as described in Chapter 193 of the Acts of 1989. If any one of the preceding entities does not approve the annual budget, or if existing laws change or new laws are implemented, either of which impact negatively on the School's budget, both the Board of Trustees and the Federation shall return to the bargaining table.
2. No changes in the amount or order of deductions insurance, Blue Cross/Blue Shield, credit union, and union dues will be conducted without notifying the Members of the bargaining unit before such changes for purposes of information only.

**B. EXTRACURRICULAR ACTIVITY**

1. The Principal shall make appointments to fill positions listed in Appendix B-2. The Superintendent- Director shall make appointments to fill positions listed in Appendix B-3. The Principal, with the recommendation of the Athletic Director, shall make appointments to fill positions listed in Appendix B-1. The Principal shall appoint the Athletic Director, subject to the review and approval of the Superintendent-Director.
2. Compensation will be paid for all extracurricular activities. Said compensation will be paid according to the schedule, which is marked Appendices B-1 and B-2.
3. A list of extracurricular activities and compensation for these activities shall be posted. Extracurricular positions will first be offered to Members of the union. Such lists, upon request, shall be available to Teachers desiring the same.

**C. ADULT EDUCATION**

All openings for Adult Education Positions shall be adequately posted by the Superintendent-Director or his/her designee for the Members of the Bargaining Unit to examine. Acknowledgment of written request for said positions shall be given within reasonable time. The parties agree to form a joint committee to evaluate Adult Education salaries (teachers, coordinators) and any recommended changes will be submitted to the negotiating team of the parties.

**D. LUMP SUM PAYMENT**

The Trustees agree to pay 182-day Teachers with one lump sum payment as soon as possible after July 1 for the remainder of the school year (to August 31) provided that a requesting teacher submit a written request for same to the Business Manager by the December 1 preceding. Otherwise, during the summer, Teachers will be paid on the regular salary schedule.

**E. CURRICULUM DEVELOPMENT**

1. Curriculum Development that it is aligned with predetermined school goals and specific program needs will be compensated at per diem rate provided that all of the conditions of the Curriculum Development Approval Process have been satisfied.
2. Compensation for new Curriculum Development will be provided only when a written proposal has been submitted to and approved by the Principal in advance of the undertaking.

**F. NATIONAL BOARD CERTIFICATION**

Teachers with National Board Certification shall receive an annual stipend of one-thousand (\$1000) dollars each year that he/she is certified by the "Board".

**G. TUITION REIMBURSEMENT**

The employer shall provide tuition reimbursement for courses/content institutes of sufficient quality and content as explained by the Department of Elementary and Secondary Education in their recertification guidelines, relevant to a teacher's professional development or a teacher's subject matter. Reimbursement will not exceed One-Thousand Three-Hundred Fifty dollars (\$1350) per fiscal year. A teacher seeking reimbursement shall obtain prior written approval of the Superintendent-Director. Absent circumstances beyond the control of the employer, permission will

be received within ten (10) working days from submission of paperwork to the teacher's supervisor. Employees will be reimbursed for said courses no later than thirty (30) calendar days after submitting all appropriate documents including an official transcript. Any cost for an official transcript may be included in the request for reimbursement.

## ARTICLE X

### ACADEMIC FREEDOM: PROFESSIONAL ACTIVITY

#### A. ACADEMIC FREEDOM

Teachers shall have all reasonable freedom in the implementation of the curriculum, including the right to select materials and to determine the class needs as they relate to the curriculum. However, this does not exclude the right and obligation of the Superintendent-Director, Principal, and Immediate Supervisor to question and consult whenever necessary.

#### B. CURRICULUM

Curriculum Development is the responsibility of teachers and administrators working together. Teachers have the responsibility of continually updating existing courses. The administration has the responsibility of selecting and appointing qualified individuals to develop new curricula or significantly alter existing curricula and to provide the financial resources to support said Curricula Development.

#### C. FIELD TRIPS

1. All field trips must be approved in accordance with the current field trip policy.
2. Funding for field trips shall be provided by the School whenever possible.

#### D. PLACEMENT ON THE SALARY SCHEDULE

1. Newly employed personnel shall be placed on the salary schedule at a step mutually agreed upon by the new person being hired and the Superintendent-Director. Such a step shall be no more than one (1) above that held in his/her previous position. No new employee shall be hired beyond the maximum step.
2. It is agreed that the Superintendent-Director shall give credit to newly hired academic and vocational Teachers for work experience in lieu of teaching experience. The Superintendent-Director shall make such a recommendation when he/she reasonably determines that said work experience is valuable to the fulfillment of the Teacher's responsibilities. Up to three years of relevant work experience may be credited for newly hired academic teachers.
3. It is the responsibility of each Member of the bargaining unit to notify the Superintendent-Director in writing before the 15th of October of each year of changes to be made in his/her placement on the salary schedule commencing the next fiscal year. The member shall provide official transcripts and/or copies of degrees that support such changes.

4. For the purpose of applying the salary schedule, no recognition will be given (or requested) for credits or degrees received after September 1, 1979, for courses taken in a field totally unrelated to that for which the Teacher is employed, or which have only minimal or no value toward employment at the School. The Superintendent-Director shall approve in advance whether credits or a degree from a course(s), if satisfactorily completed, will qualify for inclusion in applying the salary schedule. Whether a credit or degree is to be recognized according to this paragraph is subject to the grievance procedure of this Agreement.
5. To move from one column to another, teachers must complete 225 Professional Development Points (PDPs) in course work and/or workshops which are completed outside the school day and deemed to be important to members of the staff. One Professional Development (PDP) is the equivalent of one hour. A three (3) credit Bachelor's Degree or graduate degree course is worth 45 PDPs. Any member of the Bargaining Unit may initiate requests or respond to requests by the Superintendent-Director for workshops.
6. Members who do not hold current certification and Department of Education Licensure and/or teaching under a waiver, will be placed on provisional employment status and will not be eligible to move from one column to a new column, but may move vertically on the salary schedule while they are on provisional status. Appropriate salary adjustments will be made when certification credentials are placed on file in the Superintendent-Director's Office.

E. PROFESSIONAL DEVELOPMENT

Opportunities and financial assistance made available with respect to professional development, re-certification, and re-approval (vocational) shall be provided to all Teachers.

ARTICLE XI MILEAGE  
ALLOWANCE

Teachers using their own automobiles on school business shall be compensated at rates established by the County, provided such Teachers have had previous approval for use of their own vehicle by the Principal and/or immediate supervisor.

ARTICLE XII  
JOB DESCRIPTIONS

Job descriptions shall be maintained by the Superintendent-Director for all positions. Each job description will list the responsibilities and duties of the position. As each job description is updated, a copy will be sent to the Federation president.

ARTICLE XIII  
FAIR PRACTICES

1. 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, sex or marital status. The Federation will represent equally all persons without regard to membership, participation in or activities in any employee organization.
2. The Trustees will not discriminate on the basis of race, color, sex, sexual orientation, marital status, religion, national origin, or handicap in its education activities or employment practices as required by Section 504 of the 1973 Rehabilitation Act, and by Chapter 622 of the General Laws of the Commonwealth of Massachusetts, nor will they discriminate against any person who participates in or associates with the activities of any employee organizations.

ARTICLE XIV HANDLING OF  
NEW ISSUES

1. Matters of collective bargaining import not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:
  - a. By the Board of Trustees:  
With respect to matters not covered by this Agreement that are proper subjects for collective Bargaining, the Board agrees it will make no changes without prior consultation and negotiation with the Federation.
  - b. By the Federation:  
In any matter not covered in this Agreement that is a proper subject for collective bargaining, the Federation may raise issue with the Board of Trustees for consultation and negotiation; except that the Federation shall not seek to renew to be effective during the life of this Agreement, any question introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.
2. This instrument may be amended at any time by written memoranda signed by the Chairperson of the Board of Trustees and by the President of the Federation Local 2335.

ARTICLE XV  
EXISTING CONDITIONS OF EMPLOYMENT

Except as this Agreement shall hereinafter otherwise provide, all conditions of employment applicable to employees covered by this Agreement on the effective date of this Agreement, as established by the Trustees' Rules and Regulations in force on the said date, shall continue to be so

applicable during the life of this Agreement. Nothing in this Agreement that changes preexisting Rules and Regulations shall operate retroactively.

## ARTICLE XVI SAVINGS CLAUSE

In the event that any provision of this Agreement is or shall any time be held to be contrary to law by court of last resort in Massachusetts or of the United States or by a Court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions of this Agreement shall continue in effect and any substitute action shall be subject to negotiation and agreement between the parties.

## ARTICLE XVII RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

1. The Federation and the Trustees agree that differences between the parties shall be settled by peaceful means, as provided within this Agreement. The Federation shall, for the term of this Agreement, not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties.
2. The Federation and its Members, individually and collectively, agree that if there is a violation of this clause, any or all Teachers violating this clause will at the discretion of the Trustees be subject to disciplinary action.

## ARTICLE XVIII DURATION

This Agreement and each of its provisions shall be in effect as of September 1, 2015, and shall continue in full force and effect until August 31, 2018. Negotiations for a successor agreement shall commence not later than February 1, 2018. Notwithstanding the foregoing and notwithstanding the provisions of M.G.L. Ch. 41, Sec. 68, the salary payments and/or lump sum payments agreed upon between parties in this matter will be paid according to the terms and conditions as set out in Article IX aforesaid and Appendices A and B.

## ARTICLE XIX AGENCY SERVICE FEE

As a condition of employment, members of the bargaining unit who are not members of the Norfolk County Agricultural High School Federation of Teachers, Local 2335, MFT, AFT, AFL-CIO, shall pay to Local 2335 an agency service fee. Such fee shall be a percentage of union dues and will

represent that portion of union dues which is commensurate with the cost of collective bargaining and contract administration. This provision is subject to any rules and regulations of the Massachusetts Labor Relations Commission. The Federation agrees to hold the Board of Trustees harmless and to provide legal counsel in the event of a legal challenge brought against the Board of Trustees or its agents in their implementation of this Article.

## ARTICLE XX LABOR MANAGEMENT COMMITTEE

There shall be established a joint committee consisting of three (3) Members chosen by the Board of Trustees and three (3) Members chosen by the Federation to discuss matters of mutual concern.

## ARTICLE XXI LONGEVITY

1. Members of this bargaining unit shall receive longevity payments for years of service as employees of the Norfolk County Agricultural High School as follows:
  - a. Five Hundred Fifty Dollars (\$550) after ten (10) years of service at N.C.A.H.S. and each year thereafter (10-14 years);
  - b. One Thousand Dollars (\$1000) after fifteen (15) years of service at N.C.A.H.S. and each year thereafter (15-19 years);
  - c. One Thousand Four Hundred Fifty Dollars (\$1450) after twenty (20) years of service at N.C.A.H.S. and each year thereafter (20-24 years);
  - d. One Thousand Nine Hundred Dollars (\$1900) after twenty-five (25) years of service at N.C.A.H.S. and each year thereafter.
2. \*Members who complete the school year and have not taken advantage of Article 7, Section 1, "Notice of Intent to Retire" will be eligible for the longevity payment for the year completed as part of their final compensation.

2015-2016

## APPENDIX A-1

9/1/2015

Year 1

2% Salary Increase

Bach or  
CertColumn 1  
+225 PDP'sMaster or  
Column 2  
+225 PDPsColumn 3  
+225 PDPsColumn 4  
+225 PDPsColumn 5  
+225 PDPsDoctor or  
Column 6 +  
225 PDPsColumn 7  
+225 PDPs

## 182 Day Instructor

<u>Daily Rate</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
249.50	45,409.76	47,467.86	49,525.98	51,584.11	53,642.21	55,700.34	57,758.46	59,175.08
262.43	47,761.42	49,819.53	51,877.65	53,935.77	55,993.88	58,052.00	60,110.12	61,585.54
275.36	50,115.77	52,173.89	54,232.00	56,290.13	58,348.24	60,406.35	62,463.90	63,998.16
288.28	52,467.44	54,525.55	56,583.66	58,641.79	60,699.91	62,758.01	64,816.14	66,409.21
302.82	55,112.38	57,170.50	59,228.62	61,286.74	63,344.85	65,402.97	67,461.10	69,120.28
317.36	57,760.02	59,818.15	61,876.26	63,934.37	65,992.50	68,050.61	70,108.72	71,834.11
331.90	60,404.98	62,463.09	64,521.21	66,579.33	68,637.43	70,695.56	72,753.68	74,545.18
346.44	63,052.62	65,110.73	67,168.86	69,225.51	71,285.08	73,343.21	75,401.31	77,259.01
360.98	65,697.57	67,755.69	69,813.79	71,871.92	73,930.04	75,988.14	78,046.27	79,970.09
375.52	68,345.20	70,403.32	72,461.44	74,519.56	76,577.67	78,635.79	80,691.22	82,681.16
390.06	70,990.15	73,048.28	75,106.40	77,164.50	79,222.63	81,280.75	83,338.85	85,295.51
404.59	73,635.11	75,693.23	77,751.34	79,809.46	81,867.57	83,925.69	85,983.81	88,106.08

## 187 Day Guidance

<u>Daily Rate</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
253.80	47,460.42	49,574.18	51,687.95	53,801.71	55,915.48	58,029.24	60,142.99	61,619.24
266.71	49,875.64	51,989.40	54,103.17	56,216.93	58,330.70	60,444.45	62,558.22	64,094.85
279.63	52,290.87	54,404.64	56,518.39	58,632.16	60,745.92	62,859.68	64,973.44	66,570.45
292.55	54,706.10	56,819.86	58,933.63	61,047.39	63,161.16	65,274.91	67,388.67	69,046.04
307.09	57,425.29	59,539.05	61,652.82	63,766.58	65,880.35	67,994.11	70,107.87	71,833.23
321.63	60,144.48	62,258.25	64,372.01	66,485.78	68,599.54	70,713.31	72,827.07	74,620.41
336.15	62,860.92	64,974.69	67,088.45	69,202.21	71,315.97	73,429.74	75,543.50	77,404.75
350.70	65,580.13	67,693.88	69,807.65	71,921.41	74,035.18	76,148.94	78,262.71	80,191.93
365.21	68,293.80	70,407.56	72,521.33	74,635.07	76,748.84	78,862.60	80,976.37	82,973.44
379.75	71,012.99	73,126.76	75,240.52	77,354.29	79,468.05	81,581.81	83,695.57	85,760.63
394.29	73,732.19	75,845.95	77,959.72	80,073.48	82,187.25	84,296.64	86,414.77	88,547.80
408.82	76,448.61	78,562.34	80,676.14	82,789.91	84,903.67	87,017.44	89,131.20	91,332.15

## 198 Department Head

<u>Daily Rate</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
278.20	55,083.55	57,308.57	59,533.58	61,758.59	63,983.60	66,208.63	68,433.65	70,117.14
291.04	57,625.90	59,850.91	62,075.93	64,300.93	66,525.95	68,750.96	70,975.98	72,723.05
303.88	60,168.23	62,393.25	64,618.26	66,843.27	69,068.28	71,293.31	73,517.88	75,328.50
316.73	62,713.48	64,938.50	67,163.51	69,388.53	71,613.53	73,838.56	76,063.57	77,937.82
331.18	65,572.89	67,797.91	70,022.91	72,247.93	74,472.95	76,697.96	78,922.97	80,868.72
345.62	68,432.29	70,657.31	72,882.32	75,107.34	77,332.35	79,557.37	81,782.37	83,799.60
360.07	71,294.62	73,519.62	75,744.64	77,969.65	80,194.66	82,419.67	84,644.69	86,733.47
374.52	74,154.02	76,379.03	78,604.04	80,829.05	83,054.07	85,279.07	87,504.09	89,664.36
388.97	77,016.32	79,241.35	81,466.36	83,691.37	85,916.38	88,141.40	90,366.40	92,598.23
403.41	79,875.74	82,100.75	84,325.76	86,550.78	88,775.78	91,000.80	93,225.81	95,529.13
417.87	82,738.05	84,963.06	87,188.08	89,413.08	91,638.10	93,863.12	96,088.13	98,463.00
432.31	85,597.45	87,822.46	90,047.48	92,272.49	94,497.51	96,722.53	98,947.54	101,393.88

Year 2	APPENDIX A-1							
	2016-2017 2% Salary Increase							
	<u>Bach or Cert</u>	Column 1 +225 PDP's	Master or Column 2 + 225 PDPs	Column 3 +225 PDPs	Column 4 +225 PDPs	Column 5 +225 PDPs	Doctor or Column 6 +225 PDPs	Column 7 +225 PDPs
182 Day Instructor								
<u>Daily Rate</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
254.49	46,317.95	48,417.22	50,516.50	52,615.79	54,715.06	56,814.34	58,913.63	60,358.58
267.67	48,716.65	50,815.92	52,915.20	55,014.49	57,113.76	59,213.04	61,312.32	62,817.25
280.87	51,118.09	53,217.37	55,316.64	57,415.93	59,515.20	61,614.48	63,713.17	65,278.12
294.05	53,516.79	55,616.06	57,715.34	59,814.62	61,913.91	64,013.17	66,112.46	67,737.39
308.87	56,214.63	58,313.91	60,413.19	62,512.48	64,611.74	66,711.03	68,810.32	70,502.69
323.71	58,915.22	61,014.51	63,113.78	65,213.06	67,312.35	69,411.62	71,510.90	73,270.79
338.53	61,613.08	63,712.35	65,811.63	67,910.92	70,010.18	72,109.47	74,208.75	76,036.09
353.37	64,313.67	66,412.95	68,512.23	70,610.02	72,710.78	74,810.07	76,909.34	78,804.19
368.20	67,011.52	69,110.80	71,210.07	73,309.35	75,408.64	77,507.91	79,607.19	81,569.49
383.03	69,712.11	71,811.38	73,910.67	76,009.95	78,109.22	80,208.51	82,305.05	84,334.79
397.86	72,409.95	74,509.24	76,608.53	78,707.79	80,807.08	82,906.37	85,005.63	87,001.42
412.68	75,107.81	77,207.10	79,306.36	81,405.65	83,504.92	85,604.20	87,703.49	89,868.20
187 Day Guidance								
<u>Daily Rate</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
258.87	48,409.62	50,565.66	52,721.70	54,877.74	57,033.78	59,189.83	61,345.85	62,851.62
272.05	50,873.15	53,029.19	55,185.23	57,341.27	59,497.31	61,653.34	63,809.38	65,376.75
285.22	53,336.69	55,492.73	57,648.76	59,804.80	61,960.84	64,116.87	66,272.91	67,901.86
298.40	55,800.22	57,956.26	60,112.30	62,268.34	64,424.38	66,580.41	68,736.45	70,426.97
313.23	58,573.80	60,729.84	62,885.88	65,041.92	67,197.96	69,354.00	71,510.03	73,269.90
328.06	61,347.37	63,503.41	65,659.45	67,815.49	69,971.53	72,127.57	74,283.62	76,112.82
342.88	64,118.14	66,274.18	68,430.22	70,586.25	72,742.29	74,898.33	77,054.37	78,952.85
357.71	66,891.73	69,047.76	71,203.80	73,359.84	75,515.88	77,671.92	79,827.96	81,795.77
372.51	69,659.67	71,815.71	73,971.75	76,127.77	78,283.81	80,439.85	82,595.89	84,632.91
387.34	72,433.25	74,589.29	76,745.33	78,901.37	81,057.41	83,213.44	85,369.48	87,475.85
402.18	75,206.83	77,362.87	79,518.91	81,674.95	83,830.99	85,982.57	88,143.06	90,318.76
416.99	77,977.59	80,133.58	82,289.67	84,445.71	86,601.75	88,757.79	90,913.83	93,158.80
198 Department Head								
<u>Daily Rate</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
283.76	56,185.23	58,454.74	60,724.26	62,993.76	65,263.28	67,532.80	69,802.32	71,519.48
296.86	58,778.42	61,047.93	63,317.45	65,586.95	67,856.47	70,125.98	72,395.50	74,177.51
309.96	61,371.60	63,641.11	65,910.63	68,180.13	70,449.65	72,719.18	74,988.24	76,835.07
323.07	63,967.75	66,237.27	68,506.78	70,776.30	73,045.80	75,315.33	77,584.85	79,496.57
337.80	66,884.35	69,153.87	71,423.37	73,692.89	75,962.41	78,231.92	80,501.43	82,486.09
352.53	69,800.94	72,070.45	74,339.97	76,609.49	78,879.00	81,148.52	83,418.02	85,475.59
367.28	72,720.51	74,990.02	77,259.53	79,529.05	81,798.55	84,068.07	86,337.58	88,468.14
382.01	75,637.10	77,906.61	80,176.12	82,445.64	84,715.15	86,984.66	89,254.17	91,457.65
396.75	78,556.65	80,826.18	83,095.69	85,365.20	87,634.71	89,904.23	92,173.73	94,450.20
411.48	81,473.26	83,742.76	86,012.28	88,281.80	90,551.30	92,820.82	95,090.33	97,439.72
426.23	84,392.81	86,662.33	88,931.84	91,201.35	93,470.86	95,740.39	98,009.89	100,432.26
440.96	87,309.40	89,578.91	91,848.43	94,117.94	96,387.46	98,656.98	100,926.49	103,421.76

2017-2018

## APPENDIX A-1

9/1/2017

Year 3

2% Salary Increase

	<u>Bach or Cert_</u>	Column 1 +225 PDP's	Master or Column 2 +225 PDPs	Column 3 +225 PDPs	Column 4 +225 PDPs	Column 5 +225 PDPs	Doctor or Column 6 +225 PDPs	Column 7 +225 PDPs
182 Day Instructor								
<u>Daily Rate</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
259.58	47,244.31	49,385.56	51,526.83	53,668.11	55,809.36	57,950.63	60,091.90	61,565.75
273.03	49,690.98	51,832.24	53,973.50	56,114.78	58,256.04	60,397.30	62,538.57	64,073.60
286.49	52,140.45	54,281.71	56,422.97	58,564.25	60,705.51	62,846.77	64,987.44	66,583.68
299.93	54,587.12	56,728.38	58,869.64	61,010.92	63,152.19	65,293.44	67,434.71	69,092.14
315.05	57,338.92	59,480.18	61,621.46	63,762.73	65,903.98	68,045.25	70,186.52	71,912.74
330.18	60,093.53	62,234.80	64,376.06	66,517.32	68,658.59	70,799.86	72,941.12	74,736.21
345.30	62,845.34	64,986.60	67,127.86	69,269.14	71,410.39	73,551.66	75,692.93	77,556.81
360.44	65,599.94	67,741.21	69,882.48	72,022.22	74,165.00	76,306.27	78,447.52	80,380.28
375.56	68,351.75	70,493.02	72,634.27	74,775.54	76,916.81	79,058.06	81,199.34	83,200.88
390.69	71,106.35	73,247.61	75,388.88	77,530.15	79,671.41	81,812.68	83,951.15	86,021.48
405.81	73,858.15	75,999.43	78,140.70	80,281.95	82,423.22	84,564.49	86,705.74	88,741.44
420.93	76,609.97	78,751.24	80,892.49	83,033.76	85,175.02	87,316.28	89,457.56	91,665.56

187 Day Guidance								
<u>Daily Rate</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
264.05	49,377.82	51,576.98	53,776.14	55,975.30	58,174.46	60,373.62	62,572.77	64,108.66
277.49	51,890.61	54,089.78	56,288.94	58,488.10	60,687.26	62,886.41	65,085.57	66,684.29
290.93	54,403.42	56,602.58	58,801.73	61,000.90	63,200.06	65,399.21	67,598.37	69,259.90
304.36	56,916.22	59,115.38	61,314.54	63,513.70	65,712.87	67,912.02	70,111.18	71,835.50
319.49	59,745.27	61,944.43	64,143.59	66,342.75	68,541.92	70,741.08	72,940.23	74,735.30
334.62	62,574.32	64,773.48	66,972.64	69,171.80	71,370.97	73,570.13	75,769.29	77,635.08
349.74	65,400.50	67,599.66	69,798.83	71,997.98	74,197.14	76,396.30	78,595.46	80,531.91
364.86	68,229.56	70,428.71	72,627.88	74,827.04	77,026.20	79,225.36	81,424.52	83,431.69
379.96	71,052.87	73,252.03	75,451.19	77,650.33	79,849.49	82,048.65	84,247.81	86,325.57
395.09	73,881.92	76,081.08	78,280.24	80,479.40	82,678.56	84,877.71	87,076.87	89,225.36
410.22	76,710.97	78,910.13	81,109.29	83,308.45	85,507.61	87,702.22	89,905.92	92,125.13
425.33	79,537.14	81,736.26	83,935.46	86,134.62	88,333.78	90,532.94	92,732.10	95,021.97

198 Department Head								
<u>Daily Rate</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
289.44	57,308.93	59,623.84	61,938.74	64,253.64	66,568.54	68,883.46	71,198.36	72,949.87
302.80	59,953.99	62,268.89	64,583.80	66,898.69	69,213.60	71,528.50	73,843.41	75,661.06
316.16	62,599.03	64,913.94	67,228.84	69,543.74	71,858.64	74,173.56	76,488.00	78,371.77
329.53	65,247.11	67,562.01	69,876.92	72,191.82	74,506.72	76,821.64	79,136.54	81,086.50
344.56	68,222.04	70,536.94	72,851.84	75,166.74	77,481.66	79,796.56	82,111.46	84,135.81
359.58	71,196.96	73,511.86	75,826.77	78,141.68	80,456.58	82,771.49	85,086.38	87,185.10
374.62	74,174.92	76,489.82	78,804.72	81,119.63	83,434.52	85,749.43	88,064.33	90,237.50
389.65	77,149.84	79,464.75	81,779.64	84,094.55	86,409.45	88,724.35	91,039.25	93,286.80
404.69	80,127.78	82,442.70	84,757.61	87,072.50	89,387.41	91,702.31	94,017.21	96,339.20
419.71	83,102.72	85,417.62	87,732.53	90,047.43	92,362.33	94,677.23	96,992.14	99,388.51
434.75	86,080.67	88,395.57	90,710.48	93,025.37	95,340.28	97,655.20	99,970.09	102,440.91
449.78	89,055.59	91,370.49	93,685.40	96,000.30	98,315.21	100,630.1	102,945.0	105,490.20

**APPENDIX B-1**

		<b>0.00%</b>	<b>0.00%</b>	<b>2.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
		<b>2015- 2016 STEP 1</b>	<b>2015- 2016 STEP 2</b>	<b>2015- 2016 STEP 3</b>	<b>2016- 2017 STEP 1</b>	<b>2016- 2017 STEP 2</b>	<b>2016- 2017 STEP 3</b>	<b>2017- 2018 STEP 1</b>	<b>2017- 2018 STEP 2</b>	<b>2017-2018 STEP 3</b>
Athletic Director		14,127.92	14,880.42	15,178.03	14,127.92	14,880.42	15,178.03	14,410.48	15,178.03	15,481.59
Faculty Manager	Fall	746.40	930.06	948.66	746.40	930.06	948.66	761.33	948.66	967.63
	Winter	746.40	930.06	948.66	746.40	930.06	948.66	761.33	948.66	967.63
	Spring	746.40	930.06	948.66	746.40	930.06	948.66	761.33	948.66	967.63
Basketball	Boys' Varsity	5,269.58	5,821.08	5,937.50	5,269.58	5,821.08	5,937.50	5,374.97	5,937.50	6,056.25
	Boys' Assistant	4,306.67	4,856.70	4,953.83	4,306.67	4,856.70	4,953.83	4,392.80	4,953.83	5,052.91
	Girls' Varsity	5,269.58	5,821.08	5,937.50	5,269.58	5,821.08	5,937.50	5,374.97	5,937.50	6,056.25
	Girls' Assistant	4,306.67	4,856.70	4,953.83	4,306.67	4,856.70	4,953.83	4,392.80	4,953.83	5,052.91
	Girls' Freshmen Coach	2,618.58	2,893.16	2,951.02	2,618.58	2,893.16	2,951.02	2,670.95	2,951.02	3,010.04
Basketball Timekeeper		2,185.01	2,228.71	-	2,185.01	2,228.71	-	2,228.71	2,273.28	
Soccer	Boys' Varsity	4,408.72	4,959.69	5,058.88	4,408.72	4,959.69	5,058.88	4,496.89	5,058.88	5,160.06
	Boys' Assistant	3,443.42	3,995.30	4,075.21	3,443.42	3,995.30	4,075.21	3,512.29	4,075.21	4,156.71
	Girls' Varsity	4,408.72	4,959.69	5,058.88	4,408.72	4,959.69	5,058.88	4,496.89	5,058.88	5,160.06
	Girls' Assistant	3,443.42	3,995.30	4,075.21	3,443.42	3,995.30	4,075.21	3,512.29	4,075.21	4,156.71
Cross Country	Boys' Varsity	4,408.72	4,959.70	5,058.89	4,408.72	4,959.70	5,058.89	4,496.89	5,058.89	5,160.07
	Girls' Varsity	4,408.72	4,959.70	5,058.89	4,408.72	4,959.70	5,058.89	4,496.89	5,058.89	5,160.07
Volleyball	Girls' Varsity	4,408.72	4,959.69	5,058.88	4,408.72	4,959.69	5,058.88	4,496.89	5,058.88	5,160.06
	Girls' Assistant	3,443.42	3,995.30	4,075.21	3,443.42	3,995.30	4,075.21	3,512.29	4,075.21	4,156.71
	Girls' Freshmen Coach	2,239.19	2,790.15	2,845.95	2,239.19	2,790.15	2,845.95	2,283.97	2,845.95	2,902.87
Volleyball Timekeeper			1,092.51	1,114.36	-	1,092.51	1,114.36	-	1,114.36	1,136.65
Baseball	Boys' Baseball Coach	4,408.72	4,959.69	5,058.88	4,408.72	4,959.69	5,058.88	4,496.89	5,058.88	5,160.06
	Boys' Asst. Baseball Coach	3,443.42	3,995.30	4,075.21	3,443.42	3,995.30	4,075.21	3,512.29	4,075.21	4,156.71
Softball	Girls' Varsity	4,408.72	4,959.69	5,058.88	4,408.72	4,959.69	5,058.88	4,496.89	5,058.88	5,160.06
	Girls' Assistant	3,443.42	3,995.30	4,075.21	3,443.42	3,995.30	4,075.21	3,512.29	4,075.21	4,156.71
	Freshmen Softball Coach	2,239.19	2,790.15	2,845.95	2,239.19	2,790.15	2,845.95	2,283.97	2,845.95	2,902.87
Cheer-leader Coach	Varsity	2,720.63	3,271.68	3,337.11	2,720.63	3,271.68	3,337.11	2,775.04	3,337.11	3,403.86
	Junior Varsity	2,618.58	2,858.38	2,915.55	2,618.58	2,858.38	2,915.55	2,670.95	2,915.55	2,973.86
Golf	Boys' Varsity	3,443.42	3,995.30	4,075.21	3,443.42	3,995.30	4,075.21	3,512.29	4,075.21	4,156.71

**APPENDIX B-2**

		2015- 2016 0.00%	2016- 2017 0.00%	2017- 2018 2.00%			
Photo Yearbook Advisor		4,062.18	4,062.18	4,143.42			
Student Council Advisory		2,471.81	2,471.81	2,521.25			
FFA Advisor		4,701.54	4,701.54	4,795.57			
Assistant FFA Advisor		3,797.35	3,797.35	3,873.30			
Assistant FFA Advisor		3,797.35	3,797.35	3,873.30			
Class Advisors	Freshman	1,435.19	1,435.19	1,463.89			
	Sophomore	1,595.72	1,595.72	1,627.63			
	Junior	1,754.87	1,754.87	1,789.97			
	Senior	2,552.07	2,552.07	2,603.11			
		2015- 2016 Rate	2016- 2017 Rate	2017- 2018 Rate			
Judging Team Advisors (24) @ \$242.12		242.12	5,810.77	242.12	5,810.77	246.96	5,926.99
Gay-Straight Advisor			797.19		797.19		813.13
Kennel Club Advisor			797.19		797.19		813.13
Environmental Club Advisor			797.19		797.19		813.13
Vet Assistant Club Advisor			797.19		797.19		813.13
Horse Club Advisor			797.19		797.19		813.13
Flori Club Advisor			797.19		797.19		813.13
Forestry Club Advisor			797.19		797.19		813.13
Animal Science Club Advisor			797.19		797.19		813.13
Ag Mechanics Club Advisor			797.19		797.19		813.13
Chorus Club Advisor			797.19		797.19		813.13
Outdoor Adventure Club			797.19		797.19		813.13
Landscape Club Advisor			797.19		797.19		813.13
National Honor Society Advisor			797.19		797.19		813.13
Marine Biology Club Advisor			797.19		797.19		813.13
Conservation Club Advisor			797.19		797.19		813.13
Arts Club Advisor			797.19		797.19		813.13
Research Animal Technology Club Advisor			797.19		797.19		813.13
Math Team			797.19		797.19		813.13
Equestrian Drill Team Advisor			957.69		957.69		976.84
Peer Leader Advisor			1,833.81		1,833.81		1,870.49
School Newspaper Advisor			3,111.18		3,111.18		3,173.40
MCAS Coordinator			1,339.94		1,339.94		1,366.74
Curriculum Development - per deim @ 288.92			288.92		288.92		294.70
Teacher Mentors - Each			1,653.22		1,653.22		1,686.28
Teacher Mentor Coordinator			1,003.18		1,003.18		1,023.24

**APPENDIX B-3**

	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
	<b>2.00%</b>	<b>0.00%</b>	<b>2.00%</b>
<hr/>			
Staff Veterinarian	4,511.61	4,511.61	4,601.84
Aggie Enrichment Program Director	9,280.69	9,280.69	9,466.30
Aggie Enrichment Teachers - Hourly Rate	36.83	36.83	37.57
Adult Education Teachers - Hourly Rate	36.83	36.83	37.57

	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
	<b>New</b>	<b>2.00%</b>	<b>2.00%</b>
<hr/>			
Curriculum - Tier 1	184.16	184.16	187.84
Curriculum - Tier 2	368.32	368.32	375.69
Curriculum - Tier 3	552.48	552.48	563.53
Curriculum - Tier 4	736.64	736.64	751.37
Tutoring (hourly)	36.83	36.83	37.57

NORFOLK COUNTY AGRICULTURAL HIGH SCHOOL  
SICK LEAVE BANK APPLICATION FORM

Employee's Name: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Home Address: \_\_\_\_\_

Attending Physician: \_\_\_\_\_ Office Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Written Letter on file from a Physician: \_\_\_\_\_YES \_\_\_\_\_NO

(Maximum Days Allowed to Draw at a Time is Twenty (20) days).

Days Allowed: \_\_\_\_\_ Starting Date: \_\_\_\_\_ Estimated Ending Date: \_\_\_\_\_

I, \_\_\_\_\_, do agree after reading and understanding the sick leave bank bylaws to the following "Pay Back" provisions of the same. If I draw upon the accumulated days in the SICK LEAVE BANK and I return to work thereafter only, but only after I have accumulated five (5) days of sick leave time back on the books after returning to work, I agree to allow the Superintendent-Director to deduct one (1) day every four (4) months from my accumulated but unused sick leave until the days that I have used from the bank are paid back to the bank, in full. Both parties signatory hereto clearly agree that if an employee dies, retires or resigns from employment that the obligation for "pay back" is null and void.

\_\_\_\_\_  
Employee signature

Sick Leave Bank Committee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX D

### EDUCATOR EVALUATION SYSTEM

#### 1. TRAINING

Prior to the implementation of the new evaluation system contained in this Article, the Superintendent-Director shall arrange training for all Administrators, Directors, Principals, Educators, and Evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle.

The Superintendent-Director has the responsibility to ensure that all Evaluators receive training in the Principles of Effective Supervision and Evaluation; know the requirements of the new state regulations and this Article; and, when possible, have or have available to them knowledge of the subject matter and/or area they will evaluate. If subject matter knowledge is an issue, an Evaluator may utilize another trained Evaluator, who currently holds licensure in the content area in question, to evaluate the Educator.

The parties agree that Evaluator Training should be designed to make evaluations as consistent, reliable, and equitable as possible across programs, grades, subjects, and assignments. The Federation President will be invited to an initial Evaluator Training session provided by the Trustees.

#### 2. ANNUAL ORIENTATION

The District agrees to provide joint training to Educators and Evaluators beginning in August 2013, prior to the implementation of this evaluation system. Furthermore, at the start of each school year, the Superintendent-Director shall arrange school-wide or program-level meetings for Educators and Evaluators focused on Educator Evaluation and the TeachPoint system. The Superintendent-Director and the Federation President shall determine the locations, times, and content of the meetings. At a minimum, the meetings shall:

- Provide an overview of the evaluation process, including goal setting and the development of Educator Plans;
- Provide all Educators with a copy of the rubrics and forms used to evaluate members of the bargaining unit; and
- Provide all Educators with training on how to use the TeachPoint system including but not limited to instruction on how to scan and upload evidence; and
- Provide Educators with the opportunity to ask questions relating to the evaluation system.

The parties agree that Evaluator training should be designed to make evaluations as consistent, reliable, and equitable as possible across programs, grades, subjects, and assignments.

#### 3. EVALUATORS

A Primary Evaluator, and a Supervising Evaluator (if any), shall be a person outside the bargaining unit who has been designated in writing by the Superintendent-Director as having responsibility for evaluations. All Primary Evaluators, and Supervising Evaluators (if any), must be licensed as Administrators by the Massachusetts Department of Elementary and Secondary Education (DESE) and must be full-time employees of the Norfolk County Agricultural High School. All Evaluators shall follow the Evidence Collection and Reporting requirements outlined in this agreement.

a. Evaluator Roles and Responsibilities

There shall be two (2) categories of Evaluators:

1. Primary Evaluator

The Superintendent-Director shall identify a Primary Evaluator, normally the Principal, Vice- Principal, or Director of a program at the school. The Primary Evaluator shall assign Supervising Evaluators (if any), and Contributing Evaluators (if any) in a school building or program. The Primary Evaluator shall approve all Educator Plans; and approve all Formative/Summative Assessment/Evaluation reports and ratings for Educators after receiving recommendations from the Supervising Evaluator (if any), and considering input from the Contributing Evaluator (if any). The Primary Evaluator shall review and approve any change in a rating from the preceding assessment/evaluation, either on a particular standard or overall. The Primary Evaluator shall review and approve, and may amend the final Summative Evaluation Report and Ratings. The Primary Evaluator may perform any or all duties ascribed to Supervising Evaluators below.

2. Supervising Evaluator

The Supervising Evaluator may be the Primary Evaluator or his/her designee. The Supervising Evaluator's responsibilities include supervising goal setting and plan development with the Educator; conducting classroom observations, collecting and analyzing other evidence as allowed under state regulations; and providing feedback and support to the Educator. The Supervising Evaluator completes the Formative Assessment/Evaluation Report and, if applicable, recommends Formative Ratings to the Primary Evaluator. The Supervising Evaluator drafts the Summative Evaluation Report and recommends Summative Ratings to the Primary Evaluator.

b. Assignment of Evaluators and Changes to Evaluators

At the outset of each new evaluation cycle the Educator shall be notified in writing of his/her Primary Evaluator, and Supervising Evaluator (if any). At any time during the evaluation cycle, the Educator may send a written request to the Superintendent-Director for a different Primary Evaluator, or Supervising Evaluator. An Educator who is assigned to more than one (1) building shall be evaluated by the Primary Evaluator in the department where the Educator is assigned most of the time. The Primary Evaluator and the Supervising Evaluator (if any) in each department where an Educator serves must review and sign the Educator's evaluation, and may add written comments. In cases where there is no predominate assignment, the Superintendent-Director will determine who the Primary Evaluator will be.

4. PERFORMANCE STANDARDS and RATINGS

An Educator shall be rated on each of four (4) Performance Standards and shall receive an overall rating. An Educator must receive a *Proficient* or higher rating on the first two (2) Performance Standards to receive a *Proficient* or higher rating overall. An Educator shall also receive a rating on his/her Impact on Student Learning, Growth, and Achievement.

a. Performance Standards

The four (4) Performance Standards are:

1. Curriculum, Planning, and Assessment
2. Teaching All Students
3. Family and Community Engagement
4. Professional Culture

b. Performance Ratings

The four (4) Performance Ratings are:

1. Exemplary shall mean that 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.
2. Proficient shall mean that the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
3. Needs Improvement shall mean that the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
4. Unsatisfactory shall mean that the Educator's performance on a standard or overall has not significantly improved following a rating of *Needs Improvement*, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

c. Rating on Student Learning, Growth, and Achievement

An Educator shall receive a rating of *high*, *moderate*, or *low* based on trends and patterns on state assessments and district-determined measures. The parties agree to re-open this agreement to negotiate the process for using state and district-determined measures to arrive at an Educator's rating of Impact on Student Learning, Growth, and Achievement after the DESE issues direction and guidance on this matter.

d. Student Feedback in Educator Evaluation

After DESE issues direction and guidance on Student Feedback in Educator Evaluation, the parties agree to re-open this agreement to negotiate the process for using student feedback.

e. Staff Feedback in Educator Evaluation

After DESE issues direction and guidance on Staff Feedback in Educator Evaluation, the parties agree to re-open this agreement to negotiate the process for using staff feedback.

5. RUBRICS, FORMS, and DOCUMENTS

The parties agree to use the performance rubrics, forms, and documents included in this agreement and attached hereto incorporated herein by reference as follows: Appendix E - Forms; Appendix F – Teacher Rubric; and Appendix G – SISP Rubric. The Teacher Rubric in Appendix F shall be used to evaluate an employee who works as a classroom teacher, a special education teacher, or a reading specialist. The SISP Rubric in Appendix G shall be used to evaluate an employee who works as a counselor, librarian, nurse, speech and language pathologist, physical therapist, or occupational therapist. The forms and rubrics attached hereto and incorporated herein shall be used in the TeachPoint system.

6. EDUCATOR PLANS: Types, Durations, and Special Requirements

All Educators will be on Educator Plans. Educator Plans shall take effect upon written approval by the Primary Evaluator and will remain in effect until the end of the period defined in the plan or until the plan is changed in accordance with state regulations and the provisions of this Article. The types, durations, and special requirements of Educator Plans are as follows:

a. Developing Plans

(1) For Non-PTS Educators: All Educators without Professional Teacher Status (PTS) shall be on Developing Plans.

(2) For PTS Educators: The parties acknowledge that it may take some time for an Educator with PTS to become proficient in a new assignment. A new assignment shall mean a change in subject area, licensure, program, building, or grade level. The Primary Evaluator may assign a Developing Plan to a PTS Educator in a new assignment at the Educator's request or at the Primary Evaluator's discretion.

(3) Each Developing Plan for PTS Educator in new assignments will be for one (1) school year. If the Educator receives an overall rating of *Proficient* or higher upon the Summative Evaluation at the end of the year, the Educator may begin a Self-Directed Growth Plan for the next school year. If the overall Summative Rating is below *Proficient*, the Primary Evaluator and the Educator may discuss the possibility of a more appropriate assignment, and a different assignment that matches the Educator's certification may be offered. If a different assignment is made, the Primary Evaluator may extend the Developing Plan for a subsequent plan period of up to one (1) school year. If a different assignment is not made, the Educator shall be placed on a Directed Growth Plan.

b. Self-Directed Growth Plans for PTS Educators

(1) Educators with PTS who have an overall rating of *Proficient* or *Exemplary* and whose Impact on Student Learning is *moderate* or *high* after the DESE implementation of such ratings, shall be on two-year Self-Directed Growth Plans. The Primary Evaluator shall complete a Formative Evaluation Report at the end of year one (1) and a Summative Evaluation Report at the end of year two (2).

(2) Educators with PTS who have an overall rating of *Proficient* or *Exemplary* and whose Impact on Student Learning is *low* after the DESE implementation of such ratings, shall be on one-year Self-Directed Growth Plans. The Primary Evaluator shall complete a Summative Evaluation Report at the end of a one-year Self-Directed Growth Plan.

c. Directed Growth Plans for PTS Educators

Educators with PTS, who receives an overall rating of *Needs Improvement* from the Primary Evaluator, shall be on Directed Growth Plans.

(1) Assignment of Supervising Evaluator and First Conference

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of a Directed Growth Plan. The Supervising Evaluator may be the Primary Evaluator. Within fifteen (15) school days of an Educator receiving an overall rating of *Needs Improvement*, the designated Supervising Evaluator shall meet with the Educator to develop the Directed Growth Plan. The Educator may request that a Federation Representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of a Directed Growth Plan.

(2) Plan Length

The parties agree that a reasonable amount of time, and in no event less than ninety (90) school days, shall be provided to permit the Educator to implement the plan and demonstrate proficiency. The Primary Evaluator, in consultation with the Supervising Evaluator, the Educator, and a Federation Representative, if requested by the Educator, shall determine the plan length.

(3) Plan Components

The Directed Growth Plan shall be completed using the Educator Plan Form in Appendix D. Each plan shall include, at a minimum, the following components:

- The assigned Primary Evaluator, Supervising Evaluator (if any), and Contributing Evaluator (if any);
- The start and end date(s) of the plan;
- The area(s) targeted for improvement. The Supervising Evaluator shall delineate the specific standard(s) and indicator(s) the Educator has not fully met on the appropriate performance rubric, drawing on evidence supplied in previous evaluations;
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed;
- The recommended actions and activities for improvement. The Supervising Evaluator shall prescribe the actions the Educator needs to take to meet the performance goals;

- The supports and modes of assistance available to the Educator from the Trustees, school, program, and/or individuals. These may include workshops, courses, trainings, materials, instructional coaches, peer assistants, and any other supports the Trustees or school/program may provide to assist the Educator in improving his/her performance in the targeted areas. The Supervising Evaluator shall provide the Educator with guidance and assistance in accessing the resources and professional development outlined in the Directed Growth Plan;
- The anticipated number of announced and unannounced observations that will take place during the plan period;
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment Report on the relevant standard(s) and indicator(s); and
- The delivery date of the Summative Evaluation Report.

(4) Signatures and Delivery

The Primary Evaluator must approve the Directed Growth Plan and both the Primary and Supervising Evaluators (if any) must sign it and deliver it to the Educator at least fifteen (15) school days before the start date of the plan. The Educator shall sign his/her Directed Growth Plan within five (5) school days of receipt and may include a written response using the Educator Response Form in Appendix E. The Educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the Educator.

(5) Appeal Process

If an Educator disagrees with any element of the approved Directed Growth Plan, the Educator may submit comments of that nature using the Educator Response Form in Appendix E to the Superintendent-Director, copying the Federation President if desired. The notified parties may consult each other on the matter. Following any consultation, the Superintendent-Director may discuss the matter with the Primary Evaluator, and ask him/her to revise elements of the Directed Growth Plan.

(6) Changes During Plan Period

The parties agree that, barring a pattern of performance of an egregious nature or other just cause, no Educator with PTS on a Directed Growth Plan shall be dismissed or have his/her overall rating lowered to *Unsatisfactory* during the prescribed plan period. A rating on a particular standard and/or an overall rating may be upgraded to *Proficient* or higher through a Formative Assessment at any time during the plan period.

d. Improvement Plans for PTS Educators

An Educator with PTS, who receives an overall rating of *Unsatisfactory*, from his/her Primary Evaluator, shall be on an Improvement Plan.

(1) Assignment of Supervising Evaluator and First Conference

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of an Improvement Plan. The Primary Evaluator may be the Supervising Evaluator. Within fifteen (15) school days of an Educator receiving an overall rating of *Unsatisfactory*, the designated Supervising Evaluator shall meet with the Educator to discuss and assist in the development of the Improvement Plan. The Educator may request that a Federation Representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of an Improvement Plan.

(2) Plan Length

The parties agree that a reasonable amount of time, and in no event less than forty-five (45) school days, shall be provided to permit the Educator to implement the plan and demonstrate improvement. The Primary Evaluator, in consultation with the Supervising Evaluator, the Educator, and a Federation Representative, if requested by the Educator, shall determine the plan length.

(3) Plan Components

The Improvement Plan shall be completed using the Educator Plan Form in Appendix E. Each plan shall include, at a minimum, the following components:

- The assigned Primary Evaluator, Supervising Evaluator (if any), and Contributing Evaluator (if any);
- The start and end date(s) of the plan;
- The area(s) targeted for improvement. The Supervising Evaluator shall delineate the specific standard(s) and indicator(s) on the appropriate performance rubric that the Educator has not met, drawing on evidence supplied in previous evaluations;
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed;
- The recommended actions and activities for improvement. The Supervising Evaluator shall prescribe the actions the Educator needs to take to meet the performance goals;

- The supports and modes of assistance available to the Educator from the Trustees, school, program, and/or individuals. These may include workshops, courses, trainings, materials, instructional coaches, peer assistants, and any other supports the Trustees or school/program may provide to assist the Educator in improving his/her performance in the targeted areas. The Supervising Evaluator shall provide the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan;
- The anticipated number of announced and unannounced observations that will take place during the plan period;
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment Report on the relevant standard(s) and indicator(s); and
- The delivery date of the Summative Evaluation Report.

(4) Signatures and Delivery

The Primary Evaluator must approve the plan and both the Primary Evaluator and Supervising Evaluator must sign it and deliver it to the Educator at least fifteen (15) school days before the start date of the plan. The Educator shall sign his/her Improvement Plan within five (5) school days of receipt and may include a written response using the Educator Response Form in Appendix E. The Educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the Educator.

(5) Appeal Process

If an Educator disagrees with any element of the approved Improvement Plan, the Educator may submit comments of that nature using the Educator Response Form in Appendix E to the Superintendent-Director, copying the Federation President if desired. The notified parties may consult each other on the matter. Following any consultation, the Superintendent-Director may discuss the matter with the Primary Evaluator, who may be asked to revise elements of the Improvement Plan.

(6) Changes During Plan Period

The parties agree that, barring a pattern of performance of an egregious nature or other just cause, no Educator with PTS on an Improvement Plan shall be dismissed during the prescribed plan period. A rating on a particular standard and/or an overall rating may be upgraded to *Needs Improvement* or higher through a Formative Assessment at any time during the plan period.

(7) Decision on the Educator's Status at the Conclusion of the Improvement Plan:

All determinations below must be made no later than June 1<sup>st</sup>. One of the following decisions must be made at the conclusion of the Improvement Plan:

- a) If the Primary Evaluator determines that the Educator has improved his/her practice to the level of *Proficient*, the Educator will be placed on a Self-Directed Growth Plan.
- b) If the Primary Evaluator determines that the Educator is making substantial progress toward proficiency, the Educator will be placed on a Directed Growth Plan.
- c) If the Primary Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator may recommend to the Superintendent-Director that the Educator be dismissed.
- d) If the Primary Evaluator determines that the Educator's practice remains at the level of *Unsatisfactory*, the Evaluator shall recommend to the Superintendent-Director that the Educator be dismissed.

7. EVALUATION CYCLE: Self-Assessment and Goal Setting

At the start of each new evaluation cycle, an Educator shall submit a Self-Assessment Form to his/her Supervising Evaluator. In cases of one-year or two-year plans that begin at the start of the school year, Educators shall submit the self-assessment and proposed goals by October 1<sup>st</sup>. Between the start of the school year and October 1<sup>st</sup>, teams of Educators shall have common planning time to work on their self-assessments collaboratively. Each self-assessment shall contain:

- a. An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.
- b. A reflection on practice using each of the four (4) Performance Standards of Effective Practice using the appropriate rubric(s) in Appendix F or Appendix G.
- c. Proposed goals for the Educator Plan:
  - (1) Each Educator must propose a minimum of one (1) goal directly related to improving student learning and a minimum of one (1) goal directly related to improving professional practice. However for the 2013-2014 school year, Educators shall be required to propose one (1) goal related to improving student learning and one (1) goal directly related to improving professional practice.
  - (2) The proposed goals should be in the form of SMART Goals, and must align with program, school, and district goals. Guidance for setting SMART Goals is attached hereto as part of Appendix H.
  - (3) Educators shall consider goals for grade-level, subject-area, or department teams, or for other groups of educators who share responsibility for student learning and results.

- (4) For Educators with PTS rated *Needs Improvement* or *Unsatisfactory*, the professional practice goal must address specific standard(s) and indicator(s) identified for improvement.

8. EVALUATION CYCLE: Goal Finalization and Educator Plan Development

a. Conferences

By October 15<sup>th</sup>, the Primary Evaluator shall schedule and conduct a final Goal-Setting and Plan-Development Conference with all Educators under his/her supervision. The final Goal-Setting and Plan-Development Conferences may occur in groups. During the conferences, Evaluators and Educators shall consider finalizing goals for grade-level, subject-area, or department teams, or for other groups of Educators who share responsibility for student learning and results. Educators rated *Needs Improvement* or *Unsatisfactory* may participate in group conferences for final goal-setting and plan development; however, they shall also meet individually with their Primary Evaluators to finalize professional practice goals that address specific standard(s) and indicator(s) identified for improvement.

b. Drafting of Educator Plans

During or as soon as possible after the final Goal-Setting and Plan-Development Conference, the Primary Evaluator and Educator shall draft an Educator Plan using the appropriately designated form in Appendix E:

- The Developing Plan designation shall be used for Educators on Developing Plans.
- The Self-Directed Growth Plan designation shall be used for Educators on Self-Directed Growth Plans.
- The Directed Growth Plan designation shall be used for Educators on Directed Growth Plans.
- The Improvement Plan designation shall be used for Educators on Improvement

Plans. c. The Educator Plan Form shall, at minimum, specify the following:

- The assigned Primary Evaluator, Supervisory Evaluator (if any), and Contributing Evaluator (if any);
- The start and end dates of the plan;
- The Educator's student learning and professional practice goals;
- The actions the Educator will take to attain his/her goals;
- The supports, resources, and professional development available from the *District*;
- The anticipated delivery date of the Formative Assessment or Formative Evaluation Report; and
- The anticipated delivery date of the Summative Evaluation Report.

d. Approval and Delivery of Educator Plans

The Primary Evaluator must approve and sign and the Supervising Evaluator (if any) must sign the Educator Plan and deliver it to the Educator no later than November 1<sup>st</sup> for plans beginning at the start of the school year. Additionally, the final Educator Plan shall be delivered to the Educator at least fifteen (15) school days before the start date of the plan in the case of Improvement and Directed Growth Plans and at least five (5) school days before the start date of the plan in the case of all other plans. The Educator shall sign his/her Educator Plan within five (5) school days of receipt and may include a written response using the Educator Response Form in Appendix E. The Educator's signature shall denote receipt of the plan not agreement with its contents. A copy of the signed plan shall remain with the Educator.

e. Appeal Process

If an Educator disagrees with any element of the approved Educator Plan, the Educator may submit comments of that nature using the Educator Response Form in Appendix E to the Primary Evaluator and/or Superintendent-Director, copying the Federation President if he/she wishes. The notified parties may consult each other on the matter. Following any consultation, the Primary Evaluator and/or the Superintendent-Director may discuss the matter with the Supervisory Evaluator, who may be asked to work with the Educator to revise the goals and contents of the Educator Plan.

9. EVALUATION CYCLE: Record of Evaluation and Evidence Collection

a. Record of Evaluation

The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication. To facilitate this process, the parties agree that each Educator shall have a Record of Evaluation maintained as part of the TeachPoint system, and his/her Teacher files/personnel folder, pursuant to paragraph J of Article IV. All evaluation documents contained in the Record of Evaluation shall remain confidential as personnel records for each member of the bargaining unit, and will not be considered a public record per the Privacy Exemption under the Massachusetts Public Records Law, M.G.L. c. 4, §7(26)(c). Each Educator's Record of Evaluation shall consist of three (3) parts:

- All forms and documents used or contained in the evaluation process;
- Evaluator-supplied evidence; and
- Educator-supplied evidence.

Standard forms shall include all relevant forms in Appendix E. The other components are described below.

b. Role of the Record of Evaluation in Evaluation Reports

Formative or Summative Evaluation Reports shall rely on evidence previously entered into the Record of Evaluation according to the protocols below.

c. Evaluator-Supplied Evidence

(1) Use of Evidence Log

Any Evaluator who collects evidence shall maintain an Evidence Log for each Educator under his/her supervision using the Evaluator Record of Evidence Form in Appendix E. The Log shall be used to document and preserve evidence that may be relied upon to determine ratings against standards and/or to assess progress toward goals. A Log entry may include attachments. Any time an Evaluator makes an entry into a Log, the Educator will receive a copy of the Log entry and any relevant attachments.

(2) Evidence Collection and Recordkeeping Protocols

Evaluators shall collect and record evidence from classroom observations and other sources of evidence allowed under state regulations according to the following protocols:

a) Classroom Observations: Classroom observations may be announced or unannounced and of any duration.

i. Educators without PTS:

- A. In the first year of practice or first year assigned to a program/school, the Educator shall have at least one (1) announced observation and at least four (4) unannounced observations.
- B. In their second and third years of practice or second and third years as a non-PTS Educator in the program/school, the Educator shall have at least one (1) announced and at least three (3) unannounced observations.

ii. Educators with PTS:

- A. The Educator whose overall rating is *Proficient* or *Exemplary* must have at least one (1) unannounced observation during the evaluation cycle.
- B. The Educator whose overall rating is *Needs Improvement* must be observed according to the Directed Growth Plan during the period of the Plan which must include at least two (2) 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 observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for Improvement Plans of one (1) year, shall there be fewer than one (1) announced and four (4) unannounced observations. For Improvement Plans of six (6) months or fewer there must be no fewer than one (1) announced and two (2) unannounced observations.

iii. Observation Process

- A. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. The Evaluator's first observation of the Educator should take place by November 15<sup>th</sup>. Observations required by the Educator Plan should be completed by May 15<sup>th</sup>. The Evaluator may conduct additional observations after this date. All evidence from observations shall be collected and documented using the Observation Evidence Collection Tool in Appendix E, and recorded in the Evidence Log. The Evaluator shall document observations using the TeachPoint system, and shall be responsible for scanning and uploading evidence collected during observations into TeachPoint.
- B. The Evaluator shall characterize an observation that generally demonstrates proficient or better practice on the Observation Evidence Collection Tool and in the Evidence Log as either *"Exemplary"* or *"Proficient"*. In these cases, the Evaluator shall have seven (7) school days to enter evidence and feedback from the observation on the Observation Evidence Collection Tool and into the Evidence Log, although the Educator may agree to extend this timeline to ten (10) school days. Feedback from *"Exemplary"* or *"Proficient"* observations need only indicate one (1) of these descriptive statements but may include more detail.
- C. In the case of an observation that raises questions or concerns the Evaluator shall request an In-Person Conference with the Educator within two (2) school days of the observation by sending the Educator a written or electronic note. Following this request, the Educator and Evaluator shall meet as soon as possible. The Evaluator shall not include any evidence or feedback from the observation on the Observation Evidence Collection Tool or in the Evidence Log until after the In-Person Conference is held. Following the meeting, the Evaluator shall have an additional two (2) school days to enter the evidence and/or feedback from the observation on the Observation Evidence Collection Tool and into the Evidence Log. If the meeting allays the Evaluator's concerns, he/she shall characterize the observation as either *"Exemplary"* or *"Proficient"* consistent with the above paragraph.
- D. If the Evaluator still has concerns after meeting with the Educator, he/she shall characterize the observation as either *"Needs Improvement"* or *"Unsatisfactory"* and the Evaluator shall clearly communicate his/her concerns to the Educator in writing. This feedback shall address:
- The specific standard(s) and/or indicator(s) in question;
  - The supporting evidence for the Evaluator's concern(s);

- Suggested actions for correcting the problem(s); and
  - The supports and resources available to the Educator.
- E. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. The Evaluator's first observation of the Educator should take place by November 15<sup>th</sup>. Observations required by the Educator Plan should be completed by May 15<sup>th</sup>. The Evaluator may conduct additional observations after this date. The Evaluator shall characterize an observation that generally demonstrates proficient or better practice in the Evidence Log as either *"Exemplary"* or *"Proficient"*. In these cases, the Evaluator shall have seven (7) school days to enter evidence and feedback from the observation into the Evidence Log, although the Educator may agree to extend this timeline to ten (10) school days. Feedback from *"Exemplary"* or *"Proficient"* observations need only indicate one (1) of these descriptive statements but may include more detail.
- F. In the case of an observation that raises questions or concerns the Evaluator shall request an In-Person Conference with the Educator within two (2) school days of the observation by sending the Educator a written or electronic note. Following this request, the Educator and Evaluator shall meet as soon as possible. The Evaluator shall not include any evidence or feedback from the observation in the Evidence Log until after the In-Person Conference is held. Following the meeting, the Evaluator shall have an additional two (2) school days to enter the evidence and/or feedback from the observation into the Evidence Log. If the meeting allays the Evaluator's concerns, he/she shall characterize the observation as either *"Exemplary"* or *"Proficient"* consistent with the above paragraph.
- G. If the Evaluator still has concerns after meeting with the Educator, he/she shall characterize the observation as either *"Needs Improvement"* or *"Unsatisfactory"* and the Evaluator shall clearly communicate his/her concerns to the Educator in writing. This feedback shall address:
- The specific standard(s) and/or indicator(s) in question;
  - The supporting evidence for the Evaluator's concern(s);
  - Suggested actions for correcting the problem(s); and
  - The supports and resources available to the Educator.

b) Other Sources of Evidence

- i. All evidence collected from sources other than classroom observations or Educator-Supplied Evidence shall be collected and documented using the Artifact Cover Page in Appendix E, and recorded in the Evidence Log. Evidence shall be collected and documented using the TeachPoint system. The Evaluator shall be responsible for the scanning and uploading evidence collected into

TeachPoint. The Evaluator shall characterize entries on the Artifact Cover Page and in Evidence Log as either *"Exemplary"*, *"Proficient"*, *"Needs Improvement"* or *"Unsatisfactory"*, with the appropriate feedback accompanying each entry. Such entries may be put into the TeachPoint system at any time, provided that the Evaluator holds an In-Person Conference with the Educator to share and discuss an entry which raises questions or concerns before it is formally entered into TeachPoint, thus giving the Educator an opportunity to address the evidence and dispel the concerns.

- ii. Additionally, following a Log entry made by an Evaluator, the Educator may use the Educator Response Form in Appendix E to submit comments and/or additional information he/she believes relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's Record of Evaluation, and the Evaluator who collected and documented the evidence shall acknowledge receipt by writing the date received and by affixing his/her signature to the evidence collected.

c) Educator-Supplied Evidence

- i. Every Educator shall have the right to compile and present any evidence or information that relates to his/her performance against the standards and/or progress toward plan goals. The Educator may share any or all compiled evidence/information with his/her evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the Educator's Record of Evaluation using the Educator Collection of Evidence Form in Appendix E. The Primary Evaluator shall acknowledge receipt of said contents by writing the date received and by affixing his/her signature to the evidence collected. The Educator shall be responsible for the scanning and uploading Educator-Supplied Evidence into TeachPoint.
- ii. Additionally, following a Log entry made by an Evaluator, the Educator may use the Educator Response Form in Appendix E to submit comments and/or additional information he/she believes relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's Record of Evaluation, and the Evaluator who collected and documented the evidence shall acknowledge receipt by writing the date received and by affixing his/her signature to the evidence collected.

d) 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.

- ii. The Educator will be provided with at least brief written feedback from the Evaluator within three (3) to 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, in the event the other options are unsuccessful or unavailable, mailed to the Educator's home.
- iii. In case of an observation that raises questions or concerns, the Evaluator shall request an In-Person Conference with the Educator within two (2) school days of the observation. All requests for an In-Person Conference shall be made in writing.
- iv. Any observation or series of observations resulting in one (1) or more standards judged to be *Unsatisfactory* or *Needs Improvement* for the first time must be followed by at least one (1) observation of at least thirty (30) minutes in duration within thirty (30) school days.

e) Announced Observations

- i. All non-PTS Educators in their first year in the program/school, PTS Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have at least one (1) Announced Observation.
- ii. 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.
- iii. Within five (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.
- iv. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- v. Within five (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 twenty-four (24) hours if possible.

- vi. The Evaluator shall provide the Educator with written feedback within five (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:

- (1<sup>st</sup>) Describe the basis for the Evaluator's judgment;
- (2<sup>nd</sup>) Describe actions the Educator should take to improve his/her performance;
- (3<sup>rd</sup>) Identify support and/or resources the Trustees will provide to the Educator for use in his/her Improvement; and
- (4<sup>th</sup>) State that the Educator is responsible for addressing the need for improvement.

f) Other Sources of Evidence

- i. The Evaluator may characterize Log entries from sources of evidence other than classroom observations on the Evaluator Record of Evidence Log as either "*Exemplary*", "*Proficient*", "*Needs Improvement*" or "*Unsatisfactory*", with the appropriate feedback accompanying each entry. Such entries may be put into the Log at any time, provided that the Evaluator holds an In-Person Conference with the Educator to share and discuss an entry which raises questions or concerns before it is formally entered into the Log, thus giving the Educator an opportunity to address the evidence and dispel the concerns.
- ii. Additionally, following a Log entry made by an Evaluator, the Educator may use the Educator Response Form in Appendix E to submit comments and/or additional information he/she believes relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's Record of Evaluation, and the Evaluator who collected and documented the evidence shall acknowledge receipt by writing the date received and by affixing his/her signature to the evidence collected.

g) Educator-Supplied Evidence

- i. Every Educator shall have the right to compile and present any evidence or information that relates to his/her performance against the standards and/or progress toward plan goals. The Educator may share any or all compiled evidence/information with his/her evaluator(s) at any point in the evaluation cycle, in which case said contents will be entered into the Educator's Record of Evaluation using the Educator Collection of Evidence Form in Appendix E. The Primary Evaluator shall acknowledge receipt of said contents by writing the date received and by affixing his/her signature to the evidence collected.

- ii. Additionally, following a Log entry made by an Evaluator, the Educator may use the Educator Response Form in Appendix E to submit comments and/or additional information he/she believes relevant to the Evaluator's understanding of the evidence. Any comments or information added by the Educator shall become part of the Educator's Record of Evaluation, and the Evaluator who collected and documented the evidence shall acknowledge receipt by writing the dated received and by affixing his/her signature to the evidence collected.

10. EVALUATION CYCLE: Formative Assessment/Evaluation

The Formative Assessment takes stock of the Educator's performance against the standards and/or progress toward plan goals throughout the evaluation cycle but typically takes places mid-cycle when the Supervising Evaluator completes a Formative Assessment Report. For an Educator on a two-year Self-Directed Growth Plan, the Formative Evaluation report occurs at the end of year one (1).

a. Timeline

- (1) Formative Assessments. For Educators on one-year or shorter plans, the Supervising Evaluator shall complete at least one (1) Formative Assessment report during the evaluation cycle. For one-year plans that begin at the start of the school year, he/she shall report and deliver it to the Educator no later than February 15<sup>th</sup>. In all cases, the Supervising Evaluator shall notify the Educator in writing of the intended delivery date of a Formative Assessment Report at least thirty (30) days before said date. At least fifteen (15) days before said date, either party may request an In-Person Conference which shall occur before the Supervising Evaluator completes the Formative Assessment Report and delivers it to the Educator. All requests for an In-Person Conference shall be made in writing.
- (2) Formative Evaluations. For Educators on two-year Self-Directed Growth plans that begin at the start of the school year the Supervising Evaluator shall complete a Formative Evaluation Report and deliver it to the Educator between May 15<sup>th</sup> and June 1<sup>st</sup>. On or before May 1<sup>st</sup>, either party may request an In-Person Conference which shall occur before the Evaluator completes the Formative Evaluation Report and delivers it to the Educator. All requests for In-Person Conference shall be made in writing.

b. Completion of the Formative Assessment/Evaluation Report

- (1) In assessing progress toward goals, the Primary Evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the Educator. In the case of team goals, the evaluator shall consider evidence of the contributions made by each individual to the team.

- (2) When writing a Formative Assessment/Evaluation Report, the Primary Evaluator need not recommend performance ratings on each standard or overall but instead may assess solely on progress toward goals. If he/she makes no ratings recommendations, the previous Summative Ratings shall remain in effect.
- (3) The Primary Evaluator must review and approve any recommended change in a rating, either on a particular standard or overall provided that:
  - a) Reports that give an overall rating of *Needs Improvement* or *Unsatisfactory* must rely solely on evidence previously entered into the Record of Evaluation.
  - b) No Educator previously rated *Proficient* or *Exemplary* overall may have his/her overall rating lowered through a Formative Assessment/Evaluation unless the Supervising or Primary Evaluator have first noted at least three (3) classroom observations in the Record of Evaluation during the current evaluation cycle that have raised concerns and for which the Evaluator has provided appropriate feedback. The observations must include at least two (2) different classes (e.g. different content, grade level, students and/or time of day) over a period of at least fifteen (15) school days.

c. Signatures and Delivery

The Primary Evaluator and the Supervising Evaluator shall sign the Formative Assessment/Evaluation Report and deliver it to the Educator. The Educator shall sign the report within five (5) school days of receipt and may include a written response using the Educator Response Form in Appendix E. The Educator's signature shall denote receipt of the report, not agreement with its contents. A copy of the signed report shall remain with the Educator. Signatures and delivery shall be accomplished electronically using the TeachPoint system.

d. Post-Report Conferences

(1) Educators Rated *Unsatisfactory* or *Needs Improvement* Overall

Any Educator so rated may request a Post-Report Conference with the Primary Evaluator and/or the Supervising Evaluator to discuss the Formative Assessment/Evaluation report, and the conference shall take place within five (5) school days of the request. The Educator may request that a Federation Representative attend the conference. *All requests for a Post- Report Conference shall be made in writing.*

(2) Educators Rated *Proficient* or *Exemplary* Overall

Any Educator so rated, may request a Post-Report Conference. If requested, the conference shall occur within ten (10) school days of the request. The Educator may request that a Federation Representative attend the conference. All requests for a Post-Report Conference shall be made in writing.

## 11. EVALUATION CYCLE: Summative Evaluation

For all Educators, the evaluation cycle concludes with a Summative Evaluation report.

### a. Timeline

- (1) For Educators on one-year or two-year Educator Plans that begin at the start of the school year, the Primary Evaluator shall complete a Summative Evaluation report and deliver it to the Educator between May 1<sup>st</sup> and May 15<sup>th</sup>. On or before April 15<sup>th</sup>, either party may request an In-Person Conference which, if requested, shall occur before the Evaluator completes the Summative Evaluation Report and delivers to the Educator. All requests for an In-Person Conference shall be made in writing.
- (2) For Educators on Directed Growth or Improvement Plans, the plan shall state the intended delivery date of the Summative Evaluation Report. At least fifteen (15) days before said date, either party may request an In-Person Conference, which, if requested, shall occur before the Primary Evaluator completes the Summative Evaluation Report and delivers it to the Educator. All requests for an In-Person Conference shall be made in writing.

### b. Completing the Summative Evaluation Report

- (1) The Supervising Evaluator shall draft the Summative Evaluation report using the Summative Evaluation Report Form in Appendix E.
- (2) The Supervising Evaluator shall recommend to the Primary Evaluator:
  - A rating on progress toward student learning goals;
  - A rating on progress toward professional practice goals;
  - A rating on each of the four performance standards; and
  - An overall rating.
- (3) The Supervising Evaluator shall also provide a rationale and evidence for each recommendation. In assessing progress toward goals, the Supervising Evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the Educator. In the case of team goals, the Evaluator shall consider evidence of the contributions made by the individual to the team.
- (4) The Primary Evaluator shall review the draft report and recommended ratings. The Primary Evaluator may amend the draft report and recommended ratings, citing evidence to support the change(s). The Primary Evaluator shall then approve the final Summative Evaluation Report and Ratings provided that:

- a) Reports that give an overall rating of *Needs Improvement* or *Unsatisfactory* must rely on evidence entered into the Record of Evidence that the Primary or Supervising Evaluator has already discussed with the Educator at an In-Person Conference.
- b) No Educator previously rated *Proficient* or *Exemplary* overall may have his/her overall rating lowered through a Summative Evaluation unless the Supervising or Primary Evaluator have first noted at least three (3) classroom observations in the Record of Evaluation during the current evaluation cycle that have raised concerns, and for which the Evaluator has provided appropriate feedback. The observations must include at least two (2) different classes (e.g. different content, grade level, students and/or time of day) over a period of at least fifteen (15) school days.

c. Signatures and Delivery

The Primary Evaluator and the Supervising Evaluator shall sign the final Summative Evaluation Report and deliver it to the Educator. The Educator shall sign the report within five (5) school days of receipt and may include a written response using the Educator Response Form in Appendix E. The Educator's signature shall denote receipt of the report, not agreement with its contents. A copy of the signed report shall remain with the Educator. Signatures and delivery shall be accomplished electronically using the TeachPoint system.

d. Post-Report Conferences

Any Educator regardless of his/her rating may request a Post-Report Conference with the Primary and/or Supervising Evaluator to discuss the Summative Evaluation Report, and the conference shall take place within five (5) school days of the request. The Educator may request that a Federation Representative attend the conference. All requests for a Post-Report Conference shall be made in writing.

## 12. TIMELINES

Activity:	Completed By:
Superintendent-Director, principal or designee meets with evaluators and explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes 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	January 5*
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
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	April 20*
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

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
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

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

13. GENERAL PROVISIONS

The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three (3) years of implementation and recommend adjustments to the parties. The Superintendent-Director shall appoint the management team members and the Federation President shall appoint the Federation team members. The Trustees and the Federation agree to reopen the CBA for the limited purpose of negotiating over such recommended adjustments and future DESE regulations and/or requirements.

14. IMPLEMENTATION SCHEDULE

a. A member of the bargaining unit without PTS shall be on a one (1) year Developing Plan, and will receive both a Formative Assessment and a Summative Evaluation during the 2013-2014 school year consistent with their Educator plan.

b. A member of the bargaining unit with PTS placed on an improvement plan as a result of their evaluation during the 2012-2013 school year shall be on a one (1) year Directed Growth Plan, and will receive both a Formative Assessment and a Summative Evaluation during the 2013-2014 school year consistent with their Educator Plan.

c. A member of the bargaining unit with PTS not on an improvement plan as a result of their evaluation during the 2011-2012 school year shall be on a one (1) year Self Directed-Growth Plan, and will receive both a Formative Assessment and a Summative Evaluation during the 2013-2014 school year consistent with their Educator Plan.

d. A member of the bargaining unit with PTS not on an improvement plan as a result of their evaluation during the 2012-2013 school year shall be on a two (2) year Self Directed-Growth Plan, and will receive both a Formative Assessment and a Formative Evaluation during the 2013-2014 school year and a Formative Assessment and a Summative Evaluation during the 2014-2015 school year consistent with their Educator Plan.

e. Prior to the implementation of this evaluation system the District shall provide the Federation with a list of all members of the bargaining unit including Educator's name and the type of plan they will be on during the 2013-2014 school year.

## Appendix E: Forms

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September 2013 (Revised February 2014)



## Self-Assessment Form

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

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

603 CMR 35.06 (2)(a)1

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

List Team Members below:

_____
_____
_____

_____
_____
_____

## Self-Assessment Form

Educator—Name/Title: \_\_\_\_\_

### Part 2: Assessment of Practice Against Performance Standards

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

603 CMR 35.06 (2)(a)2

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

List Team Members below:

_____	_____
_____	_____
_____	_____

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

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

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

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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 SMART Goal</b> <i>Check whether goal is individual or team; write team name if applicable.</i>	<b>Professional Practice SMART 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: _____

Page 1 of 1



## Educator Plan Form

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

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

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

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

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

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

## Evaluator Record of Evidence Form

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

### Standards and Indicators for Effective Teaching Practice: Rubric Outline

as per 603 CMR 35.03

The evaluator should track collection to ensure that sufficient evidence has been gathered.

I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
<input type="checkbox"/> I-A. Curriculum and Planning <input type="checkbox"/> I-B. Assessment <input type="checkbox"/> I-C. Analysis	<input type="checkbox"/> II-A. Instruction <input type="checkbox"/> II-B. Learning Environment <input type="checkbox"/> II-C. Cultural Proficiency <input type="checkbox"/> II-D. Expectations	<input type="checkbox"/> III-A. Engagement <input type="checkbox"/> III-B. Collaboration <input type="checkbox"/> III-C. Communication	<input type="checkbox"/> IV-A. Reflection <input type="checkbox"/> IV-B. Professional Growth <input type="checkbox"/> IV-C. Collaboration <input type="checkbox"/> IV-D. Decision-making <input type="checkbox"/> IV-E. Shared Responsibility <input type="checkbox"/> IV-F. Professional Responsibilities

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

Evaluator Record of Evidence Form

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

<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 <u>603 CMR 35.07</u></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

\*note if classroom observations are announced or unannounced

## Educator Collection of Evidence Form

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

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

### Summary of Evidence

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

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

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

☐ Attachment(s) included

Educator—Name/Title: \_\_\_\_\_

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

## Formative Assessment Report Form

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

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

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

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

☐ Progress toward attaining goals

☐ Performance on Standards

☐ Both

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

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

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

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

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

## Formative Assessment Report Form

---

Educator—Name/Title: \_\_\_\_\_

### Performance on Each Standard

*Describe performance and feedback for improvement. Attach additional pages as needed.*

#### I: Curriculum, Planning, & Assessment

#### II: Teaching All Students

#### III: Family & Community Engagement

#### IV: Professional Culture

**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 Report Form.

## Formative Evaluation Report Form

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

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

☐ Progress toward attaining goals

☐ Performance on Standards

☐ Both

#### 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:

Educator—Name/Title: \_\_\_\_\_

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

## Formative Evaluation Report Form

- ☐ 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/Community Engagement</b>	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>     	
<b>IV: Professional Culture</b>	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>     	

Educator—Name/Title: \_\_\_\_\_

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

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

Page 3 of 3



## Summative Evaluation Report Form

Educator—Name/Title: \_\_\_\_\_

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

## Summative Evaluation Report Form

Educator—Name/Title: \_\_\_\_\_

Overall Performance Rating			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u> <div style="height: 300px; border: 1px solid black; margin-top: 5px;"></div>			
Plan Moving Forward			
<input type="checkbox"/> Self-Directed Growth Plan	<input type="checkbox"/> Directed Growth Plan	<input type="checkbox"/> Improvement Plan	<input type="checkbox"/> Developing Educator Plan

**The educator shall have the opportunity to respond in writing to the summative evaluation as per 603 CMR 35.06(6) on the Educator Response Form.**

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

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

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

## Educator Response Form

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

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

### Educator Response

*Attach additional pages as needed*

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

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

☐ Attachment(s) included

**NORFOLK COUNTY AGRICULTURAL HIGH SCHOOL**  
**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)**

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

Observation Evidence pertains to (check any that apply):

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

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

Characterization of Evidence: ☐ Exemplary ☐ Proficient ☐ Needs Improvement ☐ Unsatisfactory



## **Appendix F: Teacher Rubric (September 2013)**

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

### **Structure of the Teacher Rubric**

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

### **Use of the Teacher Rubric**

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

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

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

How to reference parts of the rubric:

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

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

**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 heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills in the subject.	<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 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.

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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 the knowledge and skills defined in state standards/local curricula.</b>	Designs integrated units of instruction with measurable, accessible outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn and apply the knowledge and skills defined in state standards/local curricula. Is able to model this element.
I-A-4. Well- Structured Lessons	Develops lessons with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping for the intended outcome or for the students in the class.	Develops lessons with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	<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.

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<b>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>				
<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 common interim assessments, 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.

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<b>Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.</b>				
<b>I-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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 appropriate colleagues (e.g., general education, special education, and English learner staff) conclusions about student progress and seeks feedback from them about instructional or assessment practices that will support improved student learning.</b>	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning. Is able to model this element.
I-C-3. Sharing Conclusions With Students	Provides little or no feedback on student performance except through grades or report of task completion, or provides inappropriate feedback that does not support students to improve their performance.	Provides some feedback about performance beyond grades but rarely shares strategies for students to improve their performance toward objectives.	<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.

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**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.*

<b>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.</b>				
<b>II-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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 are likely to 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.

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<b>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>				
<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-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take academic risks.	<b>Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take academic risks; and challenge themselves to learn.</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.

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<b>Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.</b>				
<b>II-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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.

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<b>Indicator II-D. Expectations: Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.</b>				
<b>II-D. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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 communicates and consistently enforces specific standards for student work, effort, and behavior.</b>	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot master challenging material.	May tell students that the subject or assignment is challenging and that they need to work hard but does little to counteract student misconceptions about innate ability.	<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.

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**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.*

<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 every family 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 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>Regularly updates parents on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.</b>	Successfully prompts most families to use one or more of the strategies suggested for supporting learning at school and home and seeks out evidence of their impact. Is able to model this element.

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<b>Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.</b>				
<b>III-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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>Regularly 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.	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.

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

<b>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.</b>				
<b>IV-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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.

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<b>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>				
<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.

<b>Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.</b>				
<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.

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

<b>Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.</b>				
<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.

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

<b>Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.</b>				
<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.

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

## **Appendix G: Specialized Instructional Support Personnel (SISP) Rubric (September 2013)**

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

**Structure of the Specialized Instructional Support Personnel (SISP) Rubric**

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

**Use of the Specialized Instructional Support Personnel (SISP) Rubric**

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

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

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

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

How to reference parts of the rubric:

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

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

**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.*

<b>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.</b>				
<b>I-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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.

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

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development <sup>10</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>10</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.

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

<b>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>				
<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.

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

<b>Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.</b>				
<b>I-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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.

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

**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.*

<b>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.</b>				
<b>II-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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.

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

<b>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>				
<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.

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

<b>Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.</b>				
<b>II-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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.

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

<b>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.</b>				
<b>II-D. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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.

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

**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.

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

<b>Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.</b>				
<b>III-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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.

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

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

<b>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.</b>				
<b>IV-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
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.

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

<b>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>				
<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.

<b>Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.</b>				
<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-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.

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

**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.**

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

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

<b>Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.</b>				
<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.

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

## **Appendix H: Setting SMART<sup>1</sup> Goals (September 2013)**

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 (the 3 Rs)
<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 Strategic	= 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 Rs	= 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.

**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.

IN WITNESS WHEREOF the Parties have executed this Agreement by duty authorized representatives in Walpole this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

TRUSTEES OF THE NORFOLK COUNTY  
SCHOOL AGRICULTURAL HIGH SCHOOL

NORFOLK COUNTY AGRICULTURAL HIGH  
FEDERATION OF TEACHERS, LOCAL 2335  
AMERICAN FEDERATION OF TEACHERS (AFT)  
AFT MASSACHUSETTS, AFL-CIO

\_\_\_\_\_  
Edwin S. Little, Chairman

\_\_\_\_\_  
Michael Nelson, President

\_\_\_\_\_  
Peter H. Collins, Vice Chairman

\_\_\_\_\_  
Jonathan Allen, Vice-President

\_\_\_\_\_  
Susan Cogliano

\_\_\_\_\_  
Lisa Garrett, Treasurer

\_\_\_\_\_  
John Gillis

\_\_\_\_\_  
Samuel Stupak, Secretary

\_\_\_\_\_  
Michael McFarland

\_\_\_\_\_  
Lauren Fraser

\_\_\_\_\_  
Matthew Sheehan

\_\_\_\_\_  
Francis W. O'Brien

Approved as to form:

\_\_\_\_\_  
Suzanne M. Green, Superintendent-Director

\_\_\_\_\_  
Joseph P. McParland, Counsel, NCAHS