

**AGREEMENT
BETWEEN
THE SCHOOL COMMITTEE OF
THE TOWN OF CONCORD
AND
THE CONCORD TEACHERS' ASSOCIATION**

2016 – 2019

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ARTICLE 1

RECOGNITION

- 1.1.** Pursuant to General Laws, Chapter 150E, the School Committee of the Town of Concord recognizes the Concord Teachers' Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all regular full-time and regular part-time professional instructional personnel employed by the School Committee of the Town of Concord, consisting of all classroom teachers including curriculum specialists, department chairpersons, Art, PE, Music, Special Education, library media specialists, instructional technology specialists, counselors, social workers, speech language pathologists, school psychologists, and nurses but excluding the Superintendent of Schools, administrative assistants, directors, managers, principals, associate and assistant principals, tutors, and all other employees of the Concord Public Schools.
- 1.2.** The terms "teacher" and "teachers" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article.

ARTICLE 2

ASSOCIATION SECURITY

2.1. DUES DEDUCTION.

- 2.1.1.** The School District agrees to deduct from the salaries of teachers who have on file with the School District an executed current dues deduction authorization card, dues for the Concord Teachers' Association, the Massachusetts Teachers' Association, and the National Education Association and to transmit the monies to the Concord Teachers' Association Treasurer. Teacher authorization shall be in writing in a form which is acceptable to the School District
- 2.1.2.** Deductions referred to in Section 2.1.1. above will be made in equal payments in amounts certified by the Association Treasurer as being the regular membership dues of the Association, The Massachusetts Teachers' Association and the National Education Association commencing in November and continuing through the second paycheck in June.
- 2.1.3.** The Treasurer of the Town of Concord will submit the amounts deducted to the Association Treasurer as soon as is reasonably possible after the issuance of the paycheck from which the deductions were taken, together with a list of the teachers from whose salaries dues were deducted and the amount of the deduction for each teacher.
- 2.1.4.** The provisions of Article II shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the Treasurer of the Town of Concord shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to said Town Treasurer.
- 2.1.5.** The Association shall indemnify and save the School District harmless against any claim,

demand, suit or other form of liability that may arise out of, or by reason of, action taken or not taken by the School District contract period of any school year.

- 2.2. SAFE HARMLESS CLAUSE.** A conflict of one part or provision of this contract with any law shall not thereby affect the validity or applicability of any other part or provision of this contract.
- 2.3. USE OF SCHOOL FACILITIES.** The School District agrees to permit the Association reasonable use of school facilities, and the Association will notify the school principal of its intent to use those facilities, in advance.
- 2.4. DISCRIMINATION.** Neither the School District nor the Association will discriminate against, restrain or coerce any teacher because of membership or non-membership in the Association.

ARTICLE 3

SALARY

- 3.1** There are TWO (2) components to be considered in arriving at the salary for teachers. They are:
1. **Regular Teaching Salary, 185-Day Contract,** which consists of:
 - A) Base Salary, as defined in Section 3.3. This is understood to be the remuneration for all professional activities during the 185-day contract period of any school year.
 - B) Retained Merit, as defined in Section 3.4.
 - C) Experience Increment, as defined in Section 3.5.
 2. **Compensation for Additional Duties.** The Stipend Schedule includes a list of responsibilities for which additional compensation is authorized. The amount authorized is added each year to the annual compensation for which the teacher is eligible.

3.2. ANNUAL TEACHING SALARY.

3.2.1. The annual teaching salary is the Regular Teacher Salary.

3.2.2. Those teachers engaged in special activities covered by Section 6.8. are paid each year in accordance with Article 6, Compensation for Other Services Provided. This compensation is added to the salary as listed above. It is not a part of the regular teaching salary.

3.2.3. Workshop Payment. Teachers shall be compensated for workshops which they attend upon the requirement of the administration as defined in Section 3.7.

3.3. BASE SALARY SCHEDULE, Effective July 1, 2016

CONCORD PUBLIC SCHOOLS

Teachers' Salaries 2016- 2017*

| STEP | BACH | B + 15 | MAST | M + 15 | M + 30 | M + 45 | M + 60 | DOC |
|------|--------|--------|---------|---------|---------|---------|---------|---------|
| 1 | 45,772 | 48,060 | 53,553 | 54,926 | 56,297 | 57,670 | 59,045 | 60,521 |
| 2 | 47,601 | 49,984 | 55,696 | 57,124 | 58,550 | 59,978 | 61,407 | 62,943 |
| 3 | 49,505 | 51,980 | 57,922 | 59,409 | 60,895 | 62,379 | 63,864 | 65,458 |
| 4 | 51,486 | 54,061 | 60,238 | 61,785 | 63,329 | 64,873 | 66,419 | 68,078 |
| 5 | 53,547 | 56,224 | 62,651 | 64,256 | 65,864 | 67,467 | 69,074 | 70,802 |
| 6 | 55,687 | 58,473 | 65,154 | 66,824 | 68,498 | 70,167 | 71,838 | 73,635 |
| 7 | 57,915 | 60,812 | 67,761 | 69,500 | 71,235 | 72,974 | 74,711 | 76,580 |
| 8 | 60,233 | 63,246 | 70,472 | 72,279 | 74,087 | 75,892 | 77,698 | 79,641 |
| 9 | 62,640 | 65,774 | 73,290 | 75,170 | 77,050 | 78,930 | 80,809 | 82,829 |
| 10 | 65,148 | 68,405 | 76,223 | 78,177 | 80,131 | 82,101 | 84,040 | 86,140 |
| 11 | 67,755 | 71,140 | 79,272 | 81,305 | 83,337 | 85,371 | 87,400 | 89,585 |
| 12 | 70,464 | 73,986 | 82,445 | 84,557 | 86,672 | 88,784 | 90,898 | 93,172 |
| 13 | 73,284 | 76,945 | 85,742 | 87,939 | 90,137 | 92,335 | 94,535 | 96,899 |
| 14 | 76,212 | 80,025 | 89,170 | 91,457 | 93,743 | 96,030 | 98,316 | 100,774 |
| 15 | 79,262 | 83,226 | 92,735 | 95,115 | 97,492 | 99,871 | 102,248 | 104,805 |
| 16 | 82,433 | 86,557 | 96,445 | 98,920 | 101,393 | 103,866 | 106,339 | 108,998 |
| 17 | 86,993 | 91,343 | 101,780 | 104,393 | 107,001 | 109,608 | 112,221 | 115,026 |

* 2.25% increase to all steps, eliminate current step 1 (effective first day) and current step 2 (effective last day)

Teachers' Salaries 2017 – 2018*

| STEP | BACH | B + 15 | MAST | M + 15 | M + 30 | M + 45 | M + 60 | DOC |
|------|--------|--------|---------|---------|---------|---------|---------|---------|
| 1 | 48,553 | 50,983 | 56,809 | 58,266 | 59,721 | 61,177 | 62,635 | 64,201 |
| 2 | 50,495 | 53,019 | 59,080 | 60,597 | 62,112 | 63,626 | 65,141 | 66,767 |
| 3 | 52,515 | 55,142 | 61,442 | 63,020 | 64,595 | 66,170 | 67,747 | 69,439 |
| 4 | 54,617 | 57,348 | 63,904 | 65,541 | 67,181 | 68,816 | 70,455 | 72,218 |
| 5 | 56,800 | 59,642 | 66,457 | 68,160 | 69,867 | 71,570 | 73,274 | 75,107 |
| 6 | 59,073 | 62,028 | 69,116 | 70,890 | 72,659 | 74,433 | 76,205 | 78,111 |
| 7 | 61,437 | 64,510 | 71,881 | 73,724 | 75,568 | 77,409 | 79,251 | 81,233 |
| 8 | 63,892 | 67,089 | 74,755 | 76,673 | 78,591 | 80,508 | 82,425 | 84,485 |
| 9 | 66,450 | 69,773 | 77,747 | 79,740 | 81,733 | 83,743 | 85,720 | 87,862 |
| 10 | 69,110 | 72,562 | 80,857 | 82,931 | 85,003 | 87,078 | 89,148 | 91,376 |
| 11 | 71,873 | 75,465 | 84,093 | 86,248 | 88,405 | 90,559 | 92,715 | 95,035 |
| 12 | 74,749 | 78,483 | 87,456 | 89,697 | 91,939 | 94,181 | 96,425 | 98,836 |
| 13 | 77,736 | 81,625 | 90,953 | 93,286 | 95,617 | 97,950 | 100,282 | 102,789 |
| 14 | 80,847 | 84,890 | 94,589 | 97,017 | 99,441 | 101,868 | 104,292 | 106,901 |
| 15 | 84,081 | 88,288 | 98,374 | 100,898 | 103,420 | 105,943 | 108,465 | 111,177 |
| 16 | 88,732 | 93,169 | 103,815 | 106,480 | 109,141 | 111,800 | 114,465 | 117,326 |

* 2% increase to all steps, additional single step increase on 91st day

CONCORD PUBLIC SCHOOLS

Teachers' Salaries 2018 – 2019*

| STEP | BACH | B + 15 | MAST | M + 15 | M + 30 | M + 45 | M + 60 | DOC |
|------|--------|--------|---------|---------|---------|---------|---------|---------|
| 1 | 49,524 | 52,002 | 57,945 | 59,431 | 60,915 | 62,400 | 63,887 | 65,485 |
| 2 | 51,504 | 54,079 | 60,261 | 61,808 | 63,354 | 64,898 | 66,443 | 68,102 |
| 3 | 53,565 | 56,244 | 62,670 | 64,280 | 65,886 | 67,493 | 69,101 | 70,827 |
| 4 | 55,709 | 58,494 | 65,182 | 66,851 | 68,524 | 70,192 | 71,864 | 73,662 |
| 5 | 57,936 | 60,834 | 67,786 | 69,523 | 71,264 | 73,001 | 74,739 | 76,609 |
| 6 | 60,254 | 63,268 | 70,498 | 72,307 | 74,112 | 75,921 | 77,729 | 79,673 |
| 7 | 62,665 | 65,800 | 73,318 | 75,198 | 77,079 | 78,957 | 80,836 | 82,857 |
| 8 | 65,169 | 68,430 | 76,250 | 78,206 | 80,162 | 82,118 | 84,073 | 86,174 |
| 9 | 67,779 | 71,168 | 79,301 | 81,334 | 83,367 | 85,417 | 87,434 | 89,619 |
| 10 | 70,492 | 74,013 | 82,474 | 84,589 | 86,703 | 88,819 | 90,930 | 93,203 |
| 11 | 73,310 | 76,974 | 85,774 | 87,972 | 90,173 | 92,370 | 94,569 | 96,935 |
| 12 | 76,243 | 80,052 | 89,205 | 91,490 | 93,777 | 96,064 | 98,353 | 100,812 |
| 13 | 79,290 | 83,257 | 92,772 | 95,151 | 97,529 | 99,909 | 102,287 | 104,844 |
| 14 | 82,463 | 86,587 | 96,480 | 98,957 | 101,429 | 103,905 | 106,377 | 109,039 |
| 15 | 85,762 | 90,053 | 100,341 | 102,915 | 105,488 | 108,061 | 110,634 | 113,400 |
| 16 | 90,506 | 95,032 | 105,891 | 108,609 | 111,323 | 114,036 | 116,754 | 119,672 |

* 2% increase to all steps, additional single step increase on last day of contract

3.4. RETAINED MERIT. Effective September 1, 1978, members of the professional staff, who have received merit awards in previous years and who achieve the thirteenth step of the salary schedule, shall retain, over and above the thirteenth step, the following amounts of accumulated merit:

| | | | | | | |
|---|-------|-------|-------|---------|---------|---------|
| Number of Previously Granted Merit Awards: | 1 | 2 | 3 | 4 | 5 | 6 |
| Retained Dollars: | \$325 | \$650 | \$990 | \$1,375 | \$1,765 | \$2,215 |

Effective September 1, 1979, members of the professional staff, who have received merit awards in previous years and who achieve the fifteenth step of the salary schedule, shall retain, over and above the fifteenth step, the following amounts of accumulated merit:

| | | | | | | |
|---|-------|-------|-------|-------|---------|---------|
| Number of Previously Granted Merit Awards: | 1 | 2 | 3 | 4 | 5 | 6 |
| Retained Dollars: | \$150 | \$300 | \$480 | \$750 | \$1,030 | \$1,430 |

Members of the professional staff who have received merit awards prior to September 1, 1978, and who have not reached the thirteenth step shall retain their full merit awards until such time that they reach the thirteenth and fifteenth steps in which event the above formulae shall apply.

3.5. EXPERIENCE INCREMENTS. In recognition of service in the Concord and Concord-Carlisle School Districts including authorized leaves of absence, teachers shall receive yearly increments. For teachers whose employment with the Concord Public Schools commences with or after the 2004-2005 school year, the increments shall be as follows:

| <u>Completed Years of Service</u> | <u>Increment Amount</u> |
|-----------------------------------|-------------------------|
| 10 - 14 | \$500 |
| 15 - 19 | \$600 |
| 20 - 24 | \$700 |
| 25 - 29 | \$800 |
| 30 and over | \$900 |

For teachers whose employment with the Concord Public Schools commences with a school year prior to the 2004-2005 school year, the increments shall be as follows:

| <u>Completed Years of Service</u> | <u>Increment Amount</u> |
|-----------------------------------|-------------------------|
| 10 - 14 | \$1,000 |
| 15 - 19 | \$1,500 |
| 20 - 24 | \$2,000 |
| 25 - 29 | \$2,600 |
| 30 and over | \$3,200 |

Teachers in this second category who have 35 or more years of service as of the start of the 2003-2004 school year shall receive \$3,850.

3.6. ALTERNATIVE EXPERIENCE INCREMENTS. Teachers with fifteen (15) completed years of service in the Concord Public Schools may elect an alternative experience increment of \$3,500 per year (\$5,000 per year for teachers whose employment with the Concord Public Schools commenced with a school year prior to the 2004-2005 school year) for three (3) consecutive years that follow acceptance under this provision. Eligible teachers will be entitled to the full three (3) year sum of \$10,500 (\$15,000 for teachers whose employment with the Concord Public Schools commenced with a school year prior

to the 2004-2005 school year), regardless of the date of termination. Payment will continue until the remaining credit is exhausted if an entitled teacher is terminated.

Notification of election of this option must be received by October 15 of the school year prior to the school year in which the payments are to begin.

An employee who opts for these Alternative Experience Increments will forgo any Sick Leave Buyback payments and other benefits under Article 11 for which s/he may be eligible and any future Experience Increment payments as defined in 3.5, starting with the school year in which payments under this Article commence.

3.7. Teachers who are required to attend workshops for retraining purposes shall be compensated at the rate of fifty (\$50) dollars per day when workshops occur beyond the 185 day contracted year.

3.8. The Base Salary for teachers is considered to define the normal salary range and progression for teachers employed by the Concord Public Schools. It is understood to be the full remuneration for all professional activities, except such others as are specifically defined in subsequent articles associated with employment for 185 days. At various times during the school year, as defined on the annual school calendar, teachers will be expected to participate in in-service activities associated with their positions.

3.9. **PLACEMENT ON STEPS.** Steps in the Basic Salary Scales for teachers define the normal progression of teachers in the employ of Concord Public Schools who serve satisfactorily. Normally, a teacher without experience will be awarded a salary at the first step. A teacher commencing his/her second year will be awarded a salary at the second step, etc.

3.9.1. **Experience.** Experience will be determined to the nearest number of whole years of teaching experience in Concord, Carlisle, Concord-Carlisle or other schools in which the experience may be deemed to contribute to the teacher's proficiency. Fractions of a school year equal to or greater than one half will be considered a whole year.

3.9.1.1. **Military Service.** Full credit on the basic salary schedule will be allowed for each year of military service for individuals whose teaching service was interrupted thereby and half credit will be allowed for each year of military service for individuals whose teaching service was not interrupted thereby.

3.9.1.2. **Unusual Service.** In situations where the foregoing stipulations step applicable, such evaluation being presented by the principal, subject to the approval of the Superintendent.

3.9.1.3. **Initial Employment.** At the discretion of the principal, subject to the approval of the Superintendent, credit upon hiring or rehiring may be given for prior full-time teaching experience in public or private schools, college teaching experience or other experience. Normal progression, if service is satisfactory, may be anticipated thereafter starting from this point.

3.9.2. **Step Increment Withheld.** Increments are not considered automatic. A step increment may be withheld by the Superintendent, upon recommendation of the principal, from teachers whom receive an overall unsatisfactory rating on the summative evaluation.

ARTICLE 4

PLACEMENT ON SCALES

- 4.1.** The classification is based on academic degrees. Evidence of degree status in the form of a transcript or other official statement from the college or university involved will be required of all teachers.
- 4.2.** Placement on all scales will be at the beginning of the school year and March 1 of each school year, depending upon the date of satisfactory completion of the course work and its proximity to either of these dates.
- 4.3.** Teachers who have earned a Bachelor's degree are eligible for salaries listed under that heading. Experienced teachers who may not have earned such a degree may be considered in this category.
- 4.4.** Teachers who have earned a Master's degree from a college or university accredited by the New England Association of Colleges and Secondary Schools or similar agencies are eligible for salaries on the Master's degree scale.
- 4.5.** Teachers who have earned a Doctor's degree from a college or university accredited by the New England Association of Colleges and Secondary Schools or similar agencies are eligible for salaries on the Doctor's degree scale.
- 4.6.** Placement of staff members on the B+15, M+15, M+30, M+45 and M+60 semester hour scales is at the discretion of the Superintendent. Official, certified transcripts of courses completed beyond the appropriate degree are to be forwarded to the Superintendent prior to placement on the applicable salary scale either before the beginning of the school year or March 1.
- 4.6.1.** The Superintendent's approval of such credits submitted for consideration will be made on the basis of their relevance to the staff member's current position and potential worth in improving performance and in meeting needs as determined by the Superintendent.
- 4.6.2.** Credit for the B+15, M+15, M+30, M+45 and M+60 salary scales will be awarded for courses which are approved in writing by the Superintendent prior to enrollment. Following successful completion of the course, the professional staff member must present an official certified transcript to have the course recorded in the Human Resources Office.
- 4.6.3.** Credit for courses which have not been approved in advance by the Superintendent is at the discretion of the Superintendent.
- 4.6.4.** If, for any reason, the Superintendent does not approve credits submitted for B+15, M+15, M+30, M+45 or M+60 placement, an appeal may be formally made within thirty (30) calendar days after the Superintendent's decision to the committee composed of the Assistant Superintendent and the Principal of the building, or the appropriate director or coordinator, the president and vice-president of the Association, and one additional staff member mutually acceptable. The committee will determine by majority vote whether the Superintendent's recommendation will stand within thirty (30) calendar days of the appeal.

ARTICLE 5

DOUBLE INCREMENTS

- 5.1.** Upon the recommendation of the principal, the Superintendent may grant an additional increment to teachers who have at least one (1) but less than three (3) years' service in the schools. Teachers so recommended would be extremely outstanding in their performance.

ARTICLE 6

COMPENSATION FOR OTHER SERVICES PROVIDED

- 6.1.** As stated in Article 10, during the ten-month contract period from the beginning of the school year to June 30, staff members are expected to be available whenever necessary to discharge properly their professional responsibilities.
- 6.2.** All teachers are expected, as part of their regular duties, to participate in activities outside the classroom. These activities include faculty meetings, committee meetings for curriculum improvements, parent-teacher meetings and conferences, school socials, field trips and other professional activities.
- 6.3.** Some activities, however, require considerably more time and energy than that which can be expected in the description of professional responsibilities contained in this policy. This is the case in guidance and social work conferences, coaching athletic teams after school and supervising some of the other co-curricular activities.
- 6.4.** Members of the staff whose time is required by the Superintendent beyond the regular contract period will be reimbursed for their time. The reimbursement will be calculated as 1/185th of the teacher's Regular Salary for each such day required.
- 6.5.** The Superintendent or his/her designee will define projects which need to be accomplished. Staff will be asked to work on these projects and will be involved in a discussion of all the various tasks which need to be accomplished to complete the project. As part of the identification of expectations concerning the project, the participant(s) and the Superintendent or his/her designee will determine an appropriate sum of money to be paid to the participants for the completion of the task. Consistent with past practice, payment shall be at the rate of \$50 per hour.
- 6.6.** The responsibilities listed in Section 6.8. will carry additional stipends in the amounts indicated. The range is to provide a minimum and maximum within which a person assuming responsibilities for the various activities may be paid.
- 6.6.1.** A person beginning with a given activity would normally start at the minimum salary, but upon the recommendation of the principal and subject to the approval of the Superintendent, may be placed at any step within the appropriate scale.
- 6.6.2.** It is understood that increments would be granted on a merit basis. They may be withheld if, in the opinion of the school administration, the responsibility does not warrant the additional pay. By the same token, they may be increased if, in the opinion of the school administration, the responsibility warrants the additional amount. All such variations within the range are subject to the approval of the Superintendent.
- 6.7.** Assignment of coaching duties and other stipend positions for the following school year will be made prior to March 1, insofar as is possible. The teacher's gross salary will be computed by adding the stipend for special duties to his/her Regular Salary. Adjustments for special duties will be made from time to time if necessary.

6.8. Compensation for Other Services Provided (COSP) 2016 - 2019

| <u>GROUP</u> | Step 1 | 2 | 3 | 4 |
|--|---------------|-------------------------|----------|------------------|
| 1 Faculty Manager | \$3,690 | \$4,040 | \$4,472 | \$4,990 |
| 2 Head Baseball Head Basketball (B) Head Basketball (G) Head Field Hockey Head Football Head Soccer (B) Head Soccer (G) Head Softball Head Track & Field (Co-ed) Head Cross Country | \$2,322 | \$2,667 | \$3,052 | |
| 3 Asst. Track & Field (Co-ed) Asst. Cross Country | \$1,567 | \$1,829 | \$2,090 | |
| 4 Intram. Fall Soccer (Co-ed) Intram. Basketball (B) Intram. Basketball (G) Intram. Baseball Intram. Softball Intram. Other | \$1,052 | \$1,366 | | |
| 5 Dramatics Student Council Adv. | \$2,322 | \$2,667 | \$3,052 | |
| 6 8th Gr. Yearbook Adv.(1/building) Assistant Dramatics Math Team Advisor Model Un Math Counts | \$1,735 | \$1,992 | \$2,340 | |
| 7 Basketball Audience | \$87 | per game/per supervisor | | |
| 8 K-5 Dramatics* | \$313 | production | \$624 | major production |

*Limit two productions/elementary school/year. Principal and coordinator will jointly approve the production and the stipend.

6.9. Other Stipended Positions

| | |
|--|---------|
| K-5 Language Arts Curriculum Specialist | \$2,406 |
| K-5 Social Studies Curriculum Specialist | \$2,406 |
| K-5 Science Curriculum Specialist | \$2,406 |
| K-5 Math Curriculum Specialist | \$2,406 |
| K-5 Curriculum Chairs | \$2,005 |
| K-5 Grade Level Chairs | \$2,005 |
| 6-8 Department Chairs | \$4,812 |
| 6-8 House Leaders | \$2,005 |
| K-8 Physical Education Curriculum Chair | \$2,406 |
| K-8 Curriculum Chairs | \$2,406 |
| | |
| K-8 Art Chair | \$2,871 |
| K-8 Music Chair | \$2,871 |
| Mentor | \$1,148 |
| Mentor Guide | \$573 |
| K-5 Principal Designee | \$1,622 |
| K-5 School Leadership | \$1,000 |

6.10. All stipends or any other monetary compensation on which the parties reach agreement and reduce to writing during the term of this agreement or any extension thereof are hereby incorporated in accordance with the terms of such agreement into the Collective Bargaining Agreement at the time the agreement is reached.

ARTICLE 7

SUMMER PROGRAMS

7.1 Summer Projects.

Teachers who work on an approved summer project will be compensated at the rate of \$300 per six (6) hour day.

The two parties agree that the following shall be desired goals with respect to summer workshops for the Concord Public Schools.

- 1) Summer workshop recipients will be notified by April 1 when possible.
- 2) Summer workshops will be scheduled between July 1 and July 15 whenever possible.
- 3) Compensation for workshop participation will be made by the second pay period following completion of the workshop whenever possible.
- 4) Teacher participation in workshops is voluntary.

7.2 Summer School.

In the event that the School District authorizes a summer school the following shall apply:

- 7.2.1.** Such program shall be under School District control.
- 7.2.2.** Participation of the Concord professional staff in summer school is voluntary but the Concord professional staff will have priority over all others for the staffing of positions.
- 7.2.3.** All summer pay will be at the rate of \$225 per day for full-time summer programs (two classes of 1.5 hours each) and \$112.50 for one-half day (one class of 1.5 hours).
- 7.2.4.** Summer employees will not be paid for days absent.
- NOTE:** Voluntary for personnel; no one can teach more than two classes per day.

ARTICLE 8

PROCEDURE FOR PAYMENT OF SALARIES

8.1. 185-DAY CONTRACTS.

- 8.1.1.** Personnel on 185 day contracts will be paid Regular Salary in twenty-six (26) equal biweekly installments commencing in September.
- 8.1.2.** A staff member who determines that s/he desires to have his/her June and July paychecks paid as a lump sum no later than June 30 of the school year in which the compensation is due shall make such election on the form incorporated hereto no later than July 31 of the year preceding the school year in which the compensation is due. The election form will be distributed in the last paycheck in the month of June and must be returned to the Deputy Superintendent of Finance and Operations Office no later than July 31, 2008 for school year 2008-2009. Once a staff member makes an election, that election of payment shall remain in effect until such time as the staff member changes his/her election.

For staff employed by the Concord Public Schools after the first workday of the 2008-2009 school year who wish to participate in the lump sum option or for staff members who determine to change their election for the subsequent school year, 2009-2010, such election must be made by returning the form distributed in the last paycheck in the month of June to the Deputy Superintendent of Finance and Operations Office no later than July 31, 2009.

For staff employed by the Concord Public Schools after the first workday of the 2009-2010 school year who wish to participate in the lump sum option or for staff members who determine to change their election for the subsequent school year, 2010-2011, such election must be made by returning the form distributed in the last paycheck in the month of June to the Deputy Superintendent of Finance and Operations Office not later than July 31, 2010. For staff hired between August 1st and before the first day of school, the Internal Revenue Service deadline which requires election of payment methodology prior to the first day of school shall be used.

Notwithstanding the options outlined herein, for those employees who do not notify the Deputy Superintendent of Finance and Operations in a timely manner, the twenty-six (26) pay period option shall be the default method of payment.

Should the IRS eliminate the 409A requirements for school employees, the parties will reinstitute the original language of 8.1.2 of the 2006-2009 Collective Bargaining Agreement.

8.1.3. Personnel who begin their service after the beginning of the contract year or terminate their service before the end of the contract year will be paid on a pro-rated basis according to the following formula:

$$\frac{\text{Days of Service}}{185} \times \text{Regular Salary} = \text{Total Pay Entitlement}$$

8.2. STIPENDS. Compensation for other Services Provided.

8.2.1. Stipend-paying positions employing regular staff members for year-long assignments determined prior to August 15 will be paid with the Regular Salary in twenty-six (26) biweekly installments commencing in September.

8.2.2. Stipend-paying positions employing regular staff members determined on or after August 15 for full year assignments and assignments for less than the full school year will be paid in a single payment following the completion of the assignment.

ARTICLE 9

PROFESSIONAL GROWTH PRACTICES

9.1. All teachers are expected to keep abreast of and alert to new developments in their special fields through course work, workshops, lectures and other special study. Teachers must maintain all required licenses. If a teacher's license lapses, a salary step increment (or for a teacher at the top step of the salary schedule, a salary rate increase) will be withheld. The preceding sentence shall not apply if the teacher's license lapses solely because of a demonstrated failure by the Department of Elementary and Secondary Education to properly process the teacher's license documentation in a timely manner. If pay is withheld from a teacher who loses his/her license due to a demonstrated failure by the DESE, then, upon receipt of the license, the withheld pay shall be reinstated retroactively. If following the lapse for any reason of a teacher's license the District is unable to obtain a waiver permitting the teacher to continue in employment, the teacher will be terminated from employment as required by Massachusetts General Law.

9.1.1. Recertification. The Recertification Process Guidelines for CPS/CCRSD are to be used by faculty and administrators in the review and completion of Individual Professional Development plans for the purpose of recertification.

9.2. The School District will pay the cost of tuition for courses at accredited colleges, universities or professional training schools which are taken at the written recommendation of the Superintendent of Schools.

9.3. At the discretion of the Superintendent, opportunities may be provided and financed for staff members to improve themselves in areas and skills required by the school system. Such areas would include academic work, special programs and in-service programs as may be specified by supervisors or administrators or requested by individual staff members.

9.4 Contingent upon the Superintendent's written approval prior to enrollment, professional staff members will be reimbursed for the cost of tuition (not to exceed \$900 per school year, or two courses, whichever comes first, less scholarships, grants or vouchers) for courses at accredited colleges, universities or professional institutions. A minimum of \$30,000 per year is allocated for the 2015-2016 school year and thereafter.

9.4.1 Reimbursement of tuition will be made upon the successful completion of any approved course as evidenced by the submission of transcripts and proof of tuition payment.

9.4.2. A list of all approved tuition reimbursements will be compiled by the Superintendent for each semester. These lists will be available to the Association President in December for first semester courses and in June for second semester and anticipated summer courses.

9.5 The School District will annually, as part of the budget setting process, review the need for staff development activities and provide the necessary funds accordingly.

9.6 **PROFESSIONAL GROWTH REVIEW COMMITTEE.** There shall be a Professional Growth Review Committee (PGRC) which will consist of the Director Teaching and Learning, the Middle School Principal, one elementary school principal, two K-5 teachers, one Middle School teacher, and a representative from the Concord Teachers' Association. The K-5 and Middle School teachers are appointed by the President of the Concord Teachers' Association. The PGRC will be chaired by the Director Teaching and Learning and will be convened as needed. The role of the PGRC is to make recommendations to the Superintendent regarding, but not limited to, such items as:

1. Proposing specific criteria for in-service incentive opportunities for which credit will be given toward movement on the salary schedule;
2. Reviewing course requirements for which participants will receive credit;
3. Suggesting changes in the Professional Orientation Program;
4. Hearing petitions from new teachers regarding requests for exemptions from one or more of the requirements of the Professional Orientation Program based on comparable prior experience or course work.

9.7 **PROFESSIONAL INDUCTION PROGRAM.** The parties agree to implement a Professional Induction Program (PIP) for the purpose of orientating new teachers, those in their first through fifth year, to the school system.

9.7.1. During a teacher's first year in the Concord Public Schools, he/she will participate as a mentee in the Mentor Program, the costs of which will be covered by the school system. Appropriate PDP's will be awarded to the mentee upon completion of the Mentor Program. K-5 faculty will not be required to attend curriculum committee meetings during the Mentor year. No half or full days out of the classroom will be required for this program. After the PGRC has established criteria for which credit will be given toward movement on the salary schedule, the Superintendent will consider whether or not the Mentor Program meets the criteria and merits one or more in-service credits.

9.7.2. During a teacher's third year, he/she will participate in a District determined curriculum or pedagogical course unless an exemption has been granted by the Superintendent upon recommendation by the PGRC. No movement to the next step on the salary scale after the third

year will occur unless this requirement is met or an exemption is obtained (and it is acknowledged that the denial of a step move shall not be preclusive of the consideration of such failure in decisions concerning professional teacher status). For any year during such three years in which a course is not offered, a teacher shall be granted an additional year within which to complete this requirement. Three in-service credits toward movement on the salary schedule and appropriate PDP's will be granted upon successful completion of this course. No full or half days out of the classroom will be required for this course. Two days of unpaid professional development related to only this course will be offered in the last week of August or before July 1 of the preceding school year. These days will be set before the close of the school year.

9.7.3. Within five (5) years of entering the Concord Public School system, a teacher may take the Empowering Multicultural Initiatives course. Three (3) in-service credits toward movement on the salary schedule and appropriate PDP's will be granted upon successful completion of this course.

9.7.4 The school system will cover all costs related to the PIP. Teachers of these courses will be recruited openly within the school system as well as from outside the school system. Any change with in course offerings in the PIP will include input from the PGRC. The final decision rests with the Superintendent.

9.7.5. The Concord Teachers' Association may undertake an evaluation of the PIP courses. Resulting data, as well as individual course evaluations will be considered by the PGRC for the purposes of course improvement or suggested course alternatives.

9.7.6. Courses are open to all teachers and administrators with priority being given to teachers who are required to take these courses. This does not apply to the Mentor Program.

9.7.7. The Concord Teachers' Association does not waive its rights under Chapter 150E to bargain over changes in working conditions that result from changes in the PIP.

9.8 **INSERVICE INCENTIVE PROGRAM.** An In-service Incentive Program (IIP) shall be established providing for in-service credit toward movement on the salary schedule. In addition to the two courses in the PIP already established, courses for which credit will be given must be equivalent to a university credit course, must have relevancy and rigor, and must be approved by the Superintendent. One credit shall be awarded for fifteen (15) accumulated hours.

ARTICLE 10

PROFESSIONAL TIME RESPONSIBILITIES

10.1. During the contract period, all staff members are expected to be available whenever necessary to discharge properly their professional responsibilities. All staff members are expected, as part of their regular duties, to participate in some activities outside the classroom pursuant to past practice. Any proposed changes in these activities or any proposed new activities will be discussed by the administration and the involved teachers (and/or their representatives) and a consensus will be sought.

10.2. With the exception of new teachers who may be required to attend special orientation sessions during the ten (10) working days prior to the opening of school, the period of employment for teachers on a ten-month contract will be 185 days.

10.3. The 185 days include 180 instructional plus five (5) professional days.

10.3.1. The Administration will solicit input from the faculties before making a decision as to the activities of the K-12 professional day.

10.3.2. There shall be no mandatory meetings after 10:30 A.M. on the first professional day.

10.3.3. At the elementary level, two professional days occurring after the start of the 180 day instructional period and prior to its conclusion shall be used for preparing progress forms and/or conferencing with parents.

10.3.4. Nurses and library media specialist shall work two (2) days following the end of the school year and before the start of the subsequent 180 day instructional period, without additional compensation to prepare for the upcoming school year. Nurses and library media specialist shall be granted two compensatory days on professional days (except at the Middle School, where one of the two compensatory days shall be on a day determined by the school principal), during the 180 instructional period, without loss of pay.

10.3.5. In recognition that the school nurses may have to deal with a health emergency at any point during the school day, they are not assigned regularly scheduled planning/preparation periods. Consequently, extra teacher duties normally assigned, such as bus duty, lunch duty, study halls, and recess duty, shall not be assigned to the school nurse.

10.4. EARLY RELEASE DAYS

10.4.1. The Wednesday before Thanksgiving shall be an early release day for students and teachers; on this early release day the teachers' responsibilities will end when the students are dismissed and typical end of day duties are completed.

10.4.2. The last student day of school will be an early release day for students.

10.4.3. In addition to the early release days described in sections 10.4.1 and 10.4.2., there shall be one student early release day per week at the elementary level inclusive of 10.4.1 and 10.4.2.

10.4.3.1. Six (6) of the weekly early release day afternoons described in 10.4.3. shall be reserved by the Director of Teaching and Learning after consultation with the CTA President. Six (6) of the weekly early release day afternoons described in 10.4.3 shall be principal-directed. These early release afternoons may consist of but will not be limited to Curriculum Committee, Grade Level, Faculty, House and Department Meetings or AP activities. The work at these meetings shall continue to be jointly developed by teachers and administration. At the K-5 level, two (2) of these early release afternoons will be used for curriculum committee work, and two (2) others will be used for Grade Level meetings. The time to be reserved on each afternoon following student dismissal normally shall not exceed two (2) hours.

10.4.3.2. Professional Development Points (PDP's) may be awarded for any professional development activities on any of the six (6) afternoons.

10.4.3.3. In the event that it is not possible to schedule these activities on early release day afternoons because the Commonwealth regulations eliminate early release days, these meetings will revert to meeting times on weekdays after regular student dismissal.

10.4.3.4. The remaining early release day afternoons shall be teacher directed, and the teachers will stay in the buildings.

10.4.4. The number of Curriculum Committee and Grade Level meetings held on days other than these four (4) early release afternoons, as referenced in 10.4.3.1., shall not exceed six (6) each annually.

10.4.5. Five (5) contingency days will be included in the school calendar. If these contingency days are not needed, the School District will adjust the calendar with regard to the last day of school to ensure that there are exactly the number of instructional days set forth in Section 10.3 above.

10.4.6. Only absences specifically allowed in the contract may reduce the working days below 185. Exceptions may be made by the Superintendent for unforeseen circumstances.

10.5 **LUNCH** All staff members shall have a daily 30-minute duty-free lunch. Travel time for itinerant teachers between buildings shall not be considered as lunch/prep time.

ARTICLE 11

PAYMENT FOR UNUSED SICK LEAVE

11.1. Upon retirement from teaching, in accordance with the rules and regulations of the Massachusetts Teachers' Retirement System, each teacher shall be paid for 50% of his/her accumulated, unused sick leave to a maximum of 100 days (200 days of accumulated Sick Leave). A teacher who voluntarily takes deferred retirement is not eligible for this unused sick leave payment.

11.2. Teachers first employed after September 30, 1991, upon retirement from teaching, in accordance with the rules and regulations of the Massachusetts Teachers' Retirement System, shall be paid for 50% of his/her accumulated unused sick leave up to a maximum of sixty-two (62) days (124 days of accumulated Sick Leave). A teacher who voluntarily takes deferred retirement is not eligible for this unused sick leave payment.

11.3. Teachers first employed after July 1, 1992, upon retirement from teaching, in accordance with the rules and regulations of the Massachusetts Teachers' Retirement System, shall be paid for 33-1/3% of his/her accumulated unused sick leave up to a maximum of sixty-two (62) days (186 days of accumulated Sick Leave). A teacher who voluntarily takes deferred retirement is not eligible for this unused sick leave payment.

11.4. This pay will be calculated using his/her Regular Salary at the time of retirement on a per-day basis using a 185 day work year. It will not include other remuneration in the calculations. People working on a part-time schedule will accumulate and be paid for days in relation to the percentage of time actually worked.

11.5. Upon the death or permanent disability of a member of the professional staff, payment for unused sick leave in accordance with the formula above will be made to the teacher or his/her beneficiary in one (1) lump sum payment. Such payment may be made in four (4) equal installments as described in Section 11.6. if requested in writing.

11.6. Payment for unused sick leave will be made in four (4) equal annual installments beginning with the first pay day in the January following retirement.

11.7. In no event shall the payments to a teacher exceed \$45,000 under Section 11.1. In no event shall the payments to a teacher exceed \$27,900 under Section 11.2 or under Section 11.3. These maxima (\$45,000 or \$27,900, depending on the teacher's date of first employment) shall also be applied in determining payments under Section 11.5.

11.8. Teachers whose employment with the Concord Public Schools commences with or after the 2004-2005 school year shall not be eligible for the benefits provided under this article.

ARTICLE 12

ENROLLMENT OF CHILDREN OF PROFESSIONAL STAFF MEMBERS

12.1. Upon the recommendation of the Superintendent and the approval of the School Committee, children of professional staff members may enroll, without charge for tuition, in the Concord Public Schools and the Concord-Carlisle Regional School District.

12.2. The provisions of this Article do not apply to placements in day or residential schools pursuant to Chapter 766.

12.3. If the Concord School Committee at its sole discretion elects to participate in the State's School Choice Program, the children of professional staff members will be given priority if legally allowable.

12.4. Whatever the Concord School Committee's decision concerning school choice, should this Article 12 at any time be identified as inconsistent with the State Law, this Article 12 shall be construed pursuant to the applicable law without requiring any additional bargaining and without affecting any other provision of this contract.

ARTICLE 13

PERSONNEL FILE

13.1. A teacher may, upon request, review the contents of his/her personnel file and make copies of such contents as concern his/her work or himself/herself. A teacher may have at his/her discretion a representative of the Association present during any such review.

13.2. No material which the Superintendent or supervisor deems derogatory to a teacher's conduct, service, character, or personality will be placed in such teacher's personnel file unless such teacher has had an opportunity to review the material. A copy of the material deemed derogatory will either be hand delivered to the teacher or sent by certified mail, return receipt requested. The teacher will acknowledge having had the opportunity to review such material by signing the copy to be filed within fourteen (14) calendar days of its receipt. Such signature, however, shall not be deemed to indicate agreement with the contents thereof. Such material, either hand delivered to a teacher or sent to the teacher by certified mail, return receipt requested, with a signed receipt returned, will be accepted by both parties as proof that the requirements of the school system as outlined in this Article have been fulfilled in the event that the teacher does not sign the material within fourteen (14) days of its receipt. The teacher will also have the right to submit a written answer to such material within thirty (30) working days of its receipt and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

13.3. A copy of all written material not specifically addressed to the teacher will be sent to the teacher at the time it is placed in the teacher's personnel file.

ARTICLE 14

INDEMNIFICATION

14.1. Rights of indemnification of teachers for expenses in connection with claims and actions brought against them shall be as provided in General Laws, Chapter 259, Section 9.

ARTICLE 15

STAFFING

15.1. While recognizing that the ultimate determination concerning matters of staffing is reserved to the School District, the parties agree as follows:

- A) **Middle School** - In the major academic departments (mathematics, science, social studies, English and foreign languages), it is desirable that with respect to each such department the ratio of students to teachers approximates an average of 100 to 1. As this represents a goal for a department and not for an individual teacher, individual teachers within departments may have more or fewer students than the desired maximum.
- B) **Elementary School** - It is desirable that within any given elementary school, the ratio of students to classroom teachers approximates an average of 22 to 1. As this represents a goal for a school and not for an individual teacher, individual teachers within an elementary school may have more or fewer students than the desired maximum.

Elementary teachers shall have four (4) independent planning periods per week. The time in which elementary students are attending specialized classes is understood to be the time which the teachers will use for such planning. Special area teachers will have comparable time.

15.2. It is understood, however, that should extreme financial constraint prevail, the School District may postpone the achievement of the goal until financial conditions improve. It is further understood that the School District will explore all aspects of the budget before increasing class size in order to maintain a balanced educational system.

15.3. HIRING OF AIDES. At the elementary level, consideration will be given to hiring an aide for any self-contained class that has a minimum of twenty-six (26) students enrolled or class composition which necessitates additional classroom assistance. In deciding whether additional classroom assistance is necessary, input concerning class composition will be received from the classroom teacher, the building principal and student support staff. This input will be given to the Superintendent of Schools who will have final responsibility for making a decision.

15.4. Since the role of special educators in the system is to provide a level of quality services to students identified as being in need of specialized instruction, determination of comparative caseload size should be based on an analysis of workload responsibilities, e.g., severity of students' needs, number of evaluations, case management responsibilities, compliance tasks, etc. A workload analysis approach recognizes federal and state requirements to ensure increased student access to general education programs and curriculum. Responsibilities throughout the system should be distributed only after consideration of these caseload equity concerns.

ARTICLE 16

ABSENCE FROM SCHOOL DUTIES

16.1. TEMPORARY ABSENCE.

16.1.1. Sick Leave. Every member of the professional staff on the 185-day schedule shall be allowed fifteen (15) days absence from school duties annually without loss of salary if occasioned by personal illness. For teachers who are not scheduled to work full time, a day of absence shall be prorated in accordance with their teaching schedules.*Sick leave shall accumulate from year to year without limit. Sick leave in addition to personal illness, shall include absence because of sickness on the part of a close relative (mother, father, husband, wife, or child) or member of teacher's immediate household.

*For example, a teacher who is a 3/5 teacher because such teacher works 3 full days in a normal school week will be allowed 9 days of absence from school duties without loss of salary if occasioned by personal illness (3/5 times 15 equals 9). A teacher who is a 3/5 teacher because such teacher works 3/5th of each work day will be allowed 15 days of absence from school duties without loss of salary if occasioned by personal illness at a rate which equals such teacher's daily rate of pay.

16.1.1.1. A medical certificate or other suitable evidence may be required for all absences exceeding five consecutive days and/or for repeated intermittent absences.

16.1.1.2. Sick Leave Bank. Effective September 1, 1981, a Sick Leave Bank for use by eligible teachers who have exhausted their own sick leave and who have serious personal illness shall be established. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members; two (2) designated by the School Committee and three (3) designated by the Association. The operation of the Bank and withdrawals there from shall be carried out in accordance with the following provisions.

- A) Each school year each teacher may become a member of the Sick Leave Bank for that year by depositing to the Bank one (1) day of the sick leave to which he/she is entitled for that particular school year. All deposits to the Sick Leave Bank shall be voluntary. Once deposited, however, sick leave days shall become the property of the Bank and may not be withdrawn by the contributing member(s) for any reason other than those set forth below.
- B) All deposits to the Bank will be credited on October 1 of each year. All eligible teachers will automatically become members of the Bank. Since membership in the Bank is voluntary, a teacher who does not wish to participate in the Bank during a particular school year must so notify the Human Resources Office in writing by September 30 of such year. Absence of such written notification shall be understood to have authorized Sick Leave Bank membership for that year. A teacher appointed after the opening of school in a given year shall have thirty (30) calendar days to decline Sick Leave Bank membership.
- C) Only those teachers who deposit to the Bank in a given school year may be permitted to withdraw sick days from the Bank during that school year. Such withdrawals may be made only for serious personal illness or accident of the teacher except that a maximum of five (5) days may be requested in a case of

extreme family emergency. These days can be applied only during the regular school year (184).

- D) Any member of the Bank who seeks sick leave days from the Bank shall, by himself/herself or by another authorized person to act on his/her behalf, inform in writing the Sick Leave Bank Committee, with copies thereof to the President of the Association and to the Human Resources Office, setting forth the nature of his/her illness, an estimate of how long such illness shall continue in which his/her the school year in leave has been exhausted, and the amount of days that he/she seeks to withdraw from the Bank. Said application shall be accompanied by a written statement of a physician with personal knowledge which shall corroborate the nature of the illness and estimate the degree and duration of same. The Sick Leave Bank Committee shall have the right to request of the applicant additional information as needed for the purpose of reaching a decision in a particular case.
- E) The initial grant of sick leave by the Sick Leave Bank Committee to an eligible teacher shall not exceed thirty (30) days and may be made according to the following criteria:
 - 1) adequate medical evidence of serious person illness
 - 2) prior utilization of all eligible sick leave
 - 3) length of service in the Concord Public Schools
 - 4) propriety in the use of previous sick leave
- F) A teacher who is still unable to perform his/her duties after the period for which sick leave has been granted by the Sick Leave Bank Committee may apply for an additional grant. Such request shall be subject to the provisions set forth above. In no case shall any teacher be granted sick leave to extend beyond the school year in which such leave has been granted. No teacher shall be granted sick leave days by the Sick Leave Bank Committee in more than two (2) consecutive school years for the same illness or for more than 185 days, whichever period is less. During the first year of employment, a teacher may not withdraw more than ninety (90) days from the Sick Leave Bank.
- G) Sick leave granted but not used will revert to the Bank.
- H) The granting of sick leave by majority vote of the Sick Leave Bank Committee shall be in writing with a copy of such statement being forwarded to the Human Resources Office for inclusion in the Teacher's personnel folder. All decisions of the Sick Leave Bank Committee are final and binding and are not subject to the grievance procedure of this agreement.
- I) The borrower is required to repay 25% of the number of days at a reasonable rate as determined by the Sick Leave Bank Committee. In the event of unusual circumstances, this amount may be adjusted by majority vote of the Sick Leave Bank Committee.
- J) Accumulated unused Bank days will be carried over to succeeding year.
- K) In the event that the accumulated days in the Bank total 900 on July 1, no deposits

will be required of the previous years' members. Non-members will be given the opportunity to join as usual.

- L) In the event of anticipated depletion of the Bank's resources, the Sick Leave Bank Committee may recommend to the membership the assessment of an additional day of contribution. Those members choosing not to contribute an additional day will immediately cease being members of the Bank. If a Bank member has no remaining sick leave days to contribute he/she will retain membership for the remainder of the school year.

16.1.2. Bereavement Leave. Bereavement leave will be granted by the immediate supervisor not to exceed five (5) days. The leave is to be granted without salary deductions in the loss of the following: spouse, child, parent, sibling, other close relation or close friend, grand-parent or in-law, or member of the teacher's immediate household. Any other bereavement leave beyond five (5) days shall be taken from sick leave based on the recommendation of the principal and the Superintendent's approval.

16.1.3. Personal Business. Each regular employee will be granted annually three (3) days absence from school duties for personal business or for other unusual and imperative reasons with no loss of salary. Personal business means a matter which cannot be attended to at a time other than when school is in session. Personal days are not vacation days. Unused personal business days will be cumulative to six (6) days per teacher. To be eligible for leave without loss of salary, employees must inform their immediate supervisor at least twenty-four (24) hours before taking such leave (except in the case of emergency).

16.1.4. Jury Duty. A teacher called to serve on jury duty will be paid the difference between the money received for jury duty less travel allowance and his/her regular pay.

16.1.5. Leave for Religious Observances. Each teacher may be granted up to three (3) days absence from school duties without loss of salary for the observance of religious holidays not regularly included in the school holiday schedule. If taken, there will be no deduction from the individual's accumulated sick leave days or personal days. Advance notification to the individual's immediate supervisor is a prerequisite to the granting of leave for religious observances.

16.1.6. Professional Leave. While the committee and the Association recognize that the teacher's presence in the classroom is in the best interest of students, there are times when a teacher or teachers, upon application to and permission of the Superintendent or his/her designee, may be granted Professional Leave (PF) not to exceed four (4) days annually to attend conferences or meetings, or to visit schools for professional purposes. Further, a teacher or teachers may request or be required to work on an Administrative Project. In such cases, no teacher shall be required to take, or be granted, more than four (4) days during any school year of such Administrative Project (AP) leave.

16.2. EXTENDED ABSENCE.

16.2.1. Military. If a professional staff member is drafted or enlists in the U.S. military service, he/she will be granted a military leave of absence for up to four (4) years.

16.2.2. Sabbatical Leave.

- 16.2.2.1.** After serving at least nine (9) consecutive years, which may be interrupted by military leave or approved leave of absence, professional staff members may apply for a sabbatical leave for study, research, or travel at full pay for up to a full year. The salary shall be the Regular Teaching Salary.
- 16.2.2.2.** If the application is considered to be in the best interest of the school system, the Superintendent may approve a sabbatical leave, subject to the provisions below.
- 16.2.2.3.** The granting of a sabbatical leave shall be dependent upon the staff member entering into a written agreement with the School District that upon termination of such leave he/she will return to service in the public schools of the Town for a period equal to twice the length of such leave, and, that, in default of completing such service, he/she will refund to the Town 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.
- 16.2.2.4.** The period of leave will be considered a period of teaching for purposes of measuring teaching experience for salary determination. Sabbatical leave will not affect professional teacher status or other benefits earned as a member of the staff.
- 16.2.2.5.** The School District may award up to the equivalent of three (3) full year sabbaticals each year.
- 16.2.2.6.** Requests for sabbatical leave for the ensuing school year will be presented to the Superintendent in writing by January 16 of the previous school year. Requests will state the purpose of the leave and outline a plan of action for the period of leave. Upon request the applicant will file a detailed sabbatical leave plan including a statement of objectives and the procedures whereby these objectives are to be achieved.
- 16.2.2.7.** During the course of sabbatical leave, brief monthly reports of progress shall be made to the Superintendent.

16.3. CHILD-BEARING AND CHILD-REARING LEAVE.

- 16.3.1.** A teacher who is pregnant may remain in active service until the termination of her pregnancy, provided that, at the end of the seventh month of pregnancy she submits a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement; and provided further that she may be required to cease active employment under this Article if the Superintendent determines that she is not adequately performing the duties of her position or there are reasons of personal medical safety warranting cessation of active employment. A physician's certificate of fitness may be required before a teacher may return to her position.
- 16.3.2.** Teachers who are disabled from working because of pregnancy or recovery there from may apply unused sick leave, in accordance with Section 16.1., Temporary Absence, for those days on which they are unable to work.

16.3.3. Child-Bearing Leave. Any female teacher shall be granted, upon request to the Superintendent, a leave of absence without pay for reasons of child-bearing. Such leave shall not exceed eight (8) weeks.

Teachers on child-bearing leave may apply unused sick leave for those days on which they are unable to work as a result of pregnancy or recovery there from. In cases of use of unused sick leave, Section 16.1., Temporary Absence, shall apply.

16.3.4. Child-Rearing Leave. Any teacher may be granted a leave of absence without pay for up to one (1) school year for the purpose of child-rearing immediately following childbirth or adoption. In cases of such leave, Section 16.4., Leave of Absence, shall apply. The Superintendent, in her/his discretion, may grant additional child rearing leave, provided that the total leave under this provision shall not exceed two years.

16.3.5. Adoption Leave. Any teacher shall be granted, upon request to the Superintendent, a leave of absence without pay immediately following a placement for adoption or travel necessary to complete adoption. Such leave shall not exceed eight (8) weeks. Teachers on adoption leave may apply unused sick leave for those days on which they are on leave.

16.4. VOLUNTARY LEAVES OF ABSENCE.

16.4.1. Consistent with School Committee Policy, upon application of a member of the professional staff and upon the recommendation of the principal, after consideration of the merits of the request, the Superintendent may grant a leave of absence. Written application for leaves of absence must be submitted before July 1 of the year in which leave is requested. Requests submitted after the deadline date will be considered only in the event of extraordinary circumstances as determined by the Superintendent. During the leave of absence, a teacher will receive no salary, no Town payment of insurance plans, or other benefits. A teacher on leave of absence will receive the same consideration with respect to reduction-in-force and future staffing plans as if he/she were actively teaching and not on leave.

16.4.2. Salary credit for the leave of absence is at the discretion of the Superintendent upon the recommendation of the principal. Persons granted leaves of absence by the Superintendent who are on leave on January 1 must inform the Superintendent by February 1 of the year in which they intend to return or the teacher's service will be considered terminated at the end of the school year for which the leave was granted.

16.4.3. A teacher's medical insurance and life insurance will be continued during the period of any unpaid leave of absence, provided the teacher pays the total monthly cost of such coverage to the Town by the seventh of each month.

16.5. THE FAMILY AND MEDICAL LEAVE ACT OF 1993. Upon receipt of an application, the Superintendent shall approve a maximum of twelve (12) weeks unpaid, job-protected leave each year for specified family and medical reasons consistent with the FMLA. For purposes of the FMLA, the year is defined as the twelve (12) consecutive months immediately preceding the requested leave date.

16.6. ADDITIONAL LEAVE. At the discretion of the Superintendent additional leave may be granted beyond the leave provisions of the current policy.

16.7. Extended absence may carry a salary deduction equal to the actual cost of substitute services or may carry a deduction of 1/185th of annual salary for each day of such absence for all personnel engaged for the period of the school year.

ARTICLE 17

DEPARTMENT, CURRICULUM and GRADE LEVEL CHAIRPERSONS

- 17.1.** An appointment to a department chairperson shall be shall be for a four (4) year period subject to an annual review by the Principal and a determination by him/her that the incumbent is meeting the goals and objectives established as described below for the incumbent by the Principal in consultation with members of the department. Members of a department, at their option, may participate in the process of nominating candidates for the department chair position. Should they desire to recommend a nominee, they shall first consult with the Principal concerning goals and objectives for the department and its chairperson and other relevant matters. Thereafter, but prior to May 1, the name of a nominee may be presented to the Principal for his/her consideration. If the Principal chooses to appoint a different nominee, he/she shall so advise the department.
- 17.2.** Incumbents shall be eligible for successive appointments under the conditions stated above. If the incumbent is reappointed for a successive term, the reappointment shall be for a two (2) year period.
- 17.3.** Department chairpersons shall be considered members of their respective department for purposes of reductions-in-force.
- 17.4.** An appointment to a curriculum or grade level chair position shall be for a three (3) year period which is renewable, subject to annual review, and at the discretion of the Superintendent. Members of a curriculum committee or grade level may choose to participate in the process of nominating committee members for the chair position. The committee shall first consult with the Superintendent concerning goals and objectives for the committee and its chair and other matters. Thereafter, but prior to June 1, the name of the nominee may be presented to the Superintendent for consideration. If the Superintendent chooses to appoint a different nominee, he/she shall so advise the committee.
- 17.5.** Membership on a K-12, K-8, or K-5 curriculum committee shall be open to all interested staff, and the provisions set forth in 17.4. apply.

ARTICLE 18

INSURANCE BENEFITS, TAX SHELTERED ANNUITIES, AND OTHER PAYROLL DEDUCTIONS

- 18.1.** For those teachers eligible, the School District will pay 50% of the cost of the individual or family coverage, whichever applies in the particular case, for hospitalization and medical insurance. The School District will pay 50% of the cost of a term life insurance plan of the type presently available to teachers.
- 18.2.** By request of the individual concerned and his/her authorization for salary deduction, tax sheltered annuities are authorized by the School District to be purchased for a member of the professional staff. Arrangements may be made with the Superintendent prior to November 15.
- 18.3.** The School District shall provide that, whenever duly authorized by any teacher on a form or forms approved by the School District, payroll deductions on behalf of such teacher shall be made for the MTA Credit Union.

ARTICLE 19

GRIEVANCE PROCEDURE

- 19.1.** **Level 1** A professional staff member who believes that he/she is aggrieved by a violation of the Agreement shall submit the grievance form contained in Appendix B to his/her principal within twenty (20) calendar days following the time the employee should reasonably have known that he/she was aggrieved. The principal shall render a decision within fourteen (14) calendar days.
- 19.2.** **Level 2** If the principal's decision is unacceptable, the grievant will resubmit the grievance to the superintendent within fifteen (15) school days. Prior to submitting the appeal the grievant may discuss the matters with the Professional Rights and Responsibilities (PR&R) committee of the Association. The PR&R Committee may participate in the preparation of the appeal, and may represent and assist the grievant at all subsequent stages of the procedure as defined by this Article.
- 19.3.** **Level 3** The Superintendent shall hear the case within thirty (30) calendar days and shall notify all parties of the date and time of its hearing, and all parties may attend. A decision shall be rendered in writing to all parties within ten (10) school days following such hearing.
- 19.4.** Any time interval specified herein may be extended by mutual agreement. Should the immediate supervisor or the principal fail to meet any deadline specified in this Article, the grievance shall automatically proceed to the next step.
- 19.5.** **Level 4** If the grievant is dissatisfied with the Superintendent's decision, he/she may file an appeal with the School Committee within fourteen (14) calendar days following receipt of the Superintendent's decision. The School Committee at its sole discretion will determine whether or not to hear the appeal.
- 19.6.** In the event of a grievance arising at more than one school site, the grievance shall be initiated at Level 2

ARTICLE 20

ARBITRATION

- 20.1.** In the event the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this Article. The Association must notify the Superintendent in writing of its intention to arbitrate within thirty (30) calendar days following receipt of the School District's decision on the grievance.
- 20.2.** The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree within fourteen (14) calendar days after receipt by the Superintendent of written notice that the Association intends to arbitrate, the Association may within twenty (20) calendar days after such receipt, refer the grievance to the American Arbitration Association. The arbitrator shall be selected in accordance with the then current rules of the American Arbitration Association applicable to labor rules of the American Arbitration Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The School District and the Association shall share equally in compensation and expenses of the arbitrator.

20.3. The School District shall have standing to question arbitrability.

20.4. The function of the arbitrator is to determine the interpretation and application of specific provisions of the Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement. No arbitrator shall set aside any action of the School District involving the exercise of judgment unless the Association establishes that there was no reasonable basis for such judgment and the arbitrator shall be subject to the principle that there are no restrictions intended on the rights or authority of the School District other than those expressly set forth in this Agreement. The arbitrator may or may not make his/her award retroactive as the equities of the case may require. Each grievance shall be separately processed in any arbitration proceedings hereunder unless the parties agree otherwise. The arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the School District, the Association and the teacher(s) involved in the grievance.

ARTICLE 21

SCHOOL CALENDAR

The Calendar Committee will be comprised of representatives of the Association and representatives of the School Committee and these two (2) parties will perform the following functions:

21.1. The representatives will develop the calendar through a series of joint meetings.

21.2. After tentative agreement has been reached, Association representatives will determine if the proposed calendar has the support of a majority of the members of the Concord Teachers' Association.

21.3. If mutual agreement exists, the calendar proposal will be forwarded to the School Committee for consideration. In the event mutual agreement cannot be reached, Association representatives and School Committee representatives will each present their recommendations for a workable calendar to the School Committee.

21.4. The final decision will rest with the School Committee.

21.5. The beginning of the school year for teachers shall occur no earlier than the dates specified on the following chart.

| Labor Day Date | Earliest School Start Date For Teachers |
|----------------|---|
| 1-Sep | Mon, 25 Aug |
| 2-Sep | Mon, 26 Aug |
| 3-Sep | Mon, 27 Aug |
| 4-Sep | Mon, 28 Aug |
| 5-Sep | Thur, 25 Aug |
| 6-Sep | Thur, 26 Aug |
| 7-Sep | Thur, 27 Aug |

There shall be no school for teachers on the Friday prior to Labor Day weekend except by mutual consent of the Association President and the Superintendent.

ARTICLE 22

CONSULTATION ON PROFESSIONAL CONCERNS

- 22.1.** The Superintendent or his/her representative shall meet at least once each month while school is in session with the President of the Concord Teachers' Association or his/her representative. Other members of the Association and/or the administration may be present upon mutual agreement. Dates for such meetings will be mutually determined.
- 22.2.** The principals of each building shall meet at least once each month with the building representatives of the Association's Executive Board. Dates for such meetings will be mutually determined.
- 22.3.** In the event that serious concerns are not resolved by the previous sections of this Article the Association may, through the Superintendent, request a meeting with the School Committee to discuss the concerns.
- 22.4.** **CTA President** The President of the Association will be released from non-classroom duties whenever possible as determined by the building administrator during his/her term of office.

ARTICLE 23

REDUCTION IN FORCE

- 23.1.** The School District retains the right to reduce the number of teachers on its staff. The decision to reduce staff is not subject to the grievance and arbitration procedures of this contract. As between teachers with professional teacher status and teachers without professional teacher status, the provisions of applicable law shall apply with respect to reduction-in-staff.
- 23.2.** The process by which the teachers are selected for dismissal under Reduction in Force (RIF) is based upon the premise that by far the majority of teachers within the Concord Public School System are performing at a level which is clearly above that deemed satisfactory for the system. The areas to be considered for assessing satisfactory performances are contained in the Appendices related to educator evaluation. Therefore, the order in which teachers are dismissed under RIF will be determined by seniority except as provided for in other sections of this Article.
- 23.3.** It is recognized that a small number of teachers may be rated as unsatisfactory for the Concord Public School System. These teachers shall be exempted from the overall seniority process and will be the first to be RIFed. The precise manner in which such teachers are identified and evaluated is described below.
- 23.4.** Reduction-in-Force pools will consist of all members of specific discipline areas, defined as follows: (a) Kindergarten, (b) classroom teachers 1-5 including curriculum specialists, (c) teachers within a given

area, i.e., Math, English, Foreign Language, Social Studies, Science, Reading, Industrial Arts and Home Economics at the Middle School, (d) teachers within a given specialty group K-8, i.e., Physical Education, Art, Music, Special Education, Social Work/Guidance, Instructional Technology, Informational Technology and nurses.

23.5. For purposes of this Article, seniority shall be determined by continuous employment in the Concord Public Schools, including any periods of authorized leave of absence.

23.6. The evaluation process used to identify, for the purpose of RIF, those teachers whose past performance has been rated as unsatisfactory for the Concord Public School System is in accord with the evaluation system and with the following specific provisions. Each administrator/supervisor(s) responsible for evaluation of teachers within a specific discipline area/RIF pool will determine each year whether any individual within that area is rated as unsatisfactory. This judgment must be presented to a review group consisting of three central office administrators appointed by the Superintendent. If a majority of the review group upholds the judgment, a teacher so identified will be notified in writing by his/her immediate supervisor as early in the school year as possible, but no later than November 1st. Such notification will include an explanation of the RIF evaluation process and a listing of the specific areas in which the teacher is considered deficient. The teacher may, at his/her election, submit a letter of rebuttal or explanation. Neither the notification or the response, if any, will become a part of the teacher's permanent record at this time. Note that this notification does not mean that the teacher so notified will definitely be RIFed, but simply that, if RIF is required, he/she could be placed in the category exempt from overall seniority, regardless of whatever seniority he/she may possess.

23.6.1. Subsequent to the identification and notification of a teacher whose performance is rated as unsatisfactory in the Concord Public School system continued close supervision and evaluation of the teacher will be carried out by both his/her immediate supervisor and at least one additional administrator appointed by the Superintendent. By April 1 the teacher's performance will again be considered by the Superintendent's review team, with inputs from both the regular and appointed evaluators, along with the teacher's written comments (if any). If, after this second review, the performance of the teacher is judged to still be unsatisfactory, that teacher will be placed in the unsatisfactory performance category, and so notified in writing, and at this time all previous correspondence will become part of the individual's personnel folder.

23.7. If a Reduction-in-Force is determined by the School District to be required (because of declining enrollments and/or severe financial constraints, in accord with Article 16), the order of reduction of teachers in a given RIF pool (defined above) will be determined as follows:

23.7.1. Any teacher whose overall performance has been judged to be unsatisfactory by the process described above will be RIFed, starting with the teacher having the least seniority and proceeding in order of seniority until all teachers in the unsatisfactory performance category are reduced.

23.7.2. If the number of teachers to be RIFed has not been met by the previous section, the remaining teachers in the RIF pool will be reduced strictly in order of seniority until the number is met.

23.7.2.1. In the event of a tie in length of service it shall be resolved by considering items such as the following: excellence in teaching, involvement in curriculum development, in-service work and other pertinent committees, demonstrated leadership, flexibility in teaching different levels of classes, combination classes, split houses, and different subject areas.

23.7.3. Middle School Academic Department RIF Procedures.

23.7.3.1. If there is to be a 0.5 full-time equivalent (RIF) in an academic department, it is the responsibility and the obligation of the administration to determine how the reduction shall be handled with respect to the needs of the schools.

23.7.3.2. If it is determined to be in the best interests of the school system, one (1) person shall be completely reduced from one department rather than one-half (1/2) person reduction from each of two (2) departments.

The staffs of the two (2) concerned departments shall be reviewed with respect to certification and other appropriate qualifications to find all persons qualified to teach in both departments. The Superintendent, after consulting with the Principal, the affected department chairs, and consistent with Article 23, Reduction in Force, will make the decision as to which staff member will be assigned to teach in both departments.

Pursuant to Article 23, the Superintendent will meet with the teacher involved with the transfer before taking final action on the transfer. After the teacher teaching in both departments is assigned, the reduction process shall follow as specified in the negotiated agreement.

23.7.3.3. If it is determined to be in the best interests of the school system, each department shall be reduced by one-half (1/2) full-time equivalent using the procedures as specified in the negotiated Agreement.

23.8. Under normal circumstances, a teacher so identified for a reduction in force shall be notified by June 15 of the school year preceding the school year in which the reduction is to be effected. In other circumstances, where the need for reduction is not determined by the School District until after June 15, then the School District shall notify a teacher so identified as soon as practicable once the School District has determined the need for such a reduction, which shall then be effective as of the date determined by the School District.

23.8.1. A teacher identified for RIF under this Article has the right to request a transfer to a vacant position or to a position held by a teacher without professional teacher status for which he/she is certified. The transfer request will be granted unless there is demonstrated reason to question the ability of the teacher to handle the particular assignment requested. The School District will act as final arbiter in cases of contested transfer requests.

23.8.2. A teacher who has been identified for RIF under this Article may choose to apply to the School District for an Involuntary Leave of Absence. This means an involuntary unpaid leave of absence to be granted by the School District for a period of two years; provided that said teacher has waived, in writing, subsequent to receipt of a notice of reduction-in-force, any present or future rights to a dismissal hearing relative to this RIF he/she may have pursuant to Chapter 71, Section 42 and 43A of the Massachusetts General Laws. See page 40 - Waiver Form.

23.9. A teacher who has been reduced under this Article shall, for the first two (2) years after the effective date of reduction, retain the right to fill vacancies or new positions within the specific discipline area from which he/she was reduced.

23.9.1. Recall will be in the reverse order of reduction. The Superintendent must decide on each RIF individually and the order of RIF shall be established by the sequence in which the decisions

were made. An up-to-date list of recall order by discipline shall be maintained by the Superintendent and shall be available to the Association upon request.

23.9.2. If subsequent to a RIF notice, a vacancy occurs in a discipline from which teachers have been reduced, a recall notice shall be sent via certified mail to the teacher most recently reduced from the discipline in which the vacancy exists.

23.9.2.1. If a teacher fails to notify the Superintendent within fourteen (14) calendar days of the certified mailing of a recall notice of his/her intention to accept recall, said teacher shall forfeit all rights and benefits to this specific recall notice, but if the position is offered before July 31 and the teacher refuses, then all recall rights are forfeited.

23.9.2.2. A teacher who declines recall to less than a full year position will remain on the recall list. A teacher who declines recall to a full year position equivalent to the one he/she had shall forfeit all rights and benefits provided for in this Agreement, if the position was offered before July 31.

23.9.2.3. Teachers with recall benefits are required to keep the Human Resources Office informed of their current mailing address.

23.9.2.4. Teachers who have been RIFed shall be given preference on the substitute list should they so desire. If a teacher who has been RIFed is assigned to a long term substitute position, he/she will go on the appropriate salary step. A long term substitute position is one in which a teacher is employed in one (1) assignment for a period of more than twenty (20) continuous teaching days.

23.10. Teachers identified for RIF who elect a two (2) year involuntary unpaid leave of absence will maintain their professional teacher status, seniority, and other contractual benefits all determined as of the effective date of dismissal during the recall period. Teachers identified for RIF who do not elect a two (2) year unpaid involuntary leave of absence will forfeit professional teacher status, seniority, recall rights, and all other contractual benefits upon the effective date of dismissal.

23.11. When new positions not then included in any RIF pool are created, the Association and the School District shall meet to discuss the RIF pool in which the position should be included, or whether the position should be placed in a separate pool.

ARTICLE 24

ASSIGNMENTS AND TRANSFERS

24.1. Except for unforeseen contingencies, teachers will be notified in writing of their program or assignment for the coming school year not later than June 1.

24.2. Teachers will not be required to teach outside of their area of certification.

24.3. Teachers who desire a change in their current assignments may request a transfer to a different building, grade and/or subject area of their preference. All such requests will be acknowledged in writing. Teachers who request transfers prior to April 1 will be notified in writing of the disposition of said request on or before June 15 or, at the latest, June 30.

- 24.4.** In cases of involuntary transfer, the teacher(s) involved will be consulted prior to the Superintendent's taking any action on said transfer(s). The Superintendent will, at the request of a teacher who is being involuntarily transferred, meet with said teacher and a representative of the Association, if the teacher so requests, to discuss the implications of said transfer and the teacher's preference in that regard.
- 24.5.** Recognizing that the ultimate authority to set schedules remains with the School District, in determining work, class and caseload, administrators shall consider travel time by staff between and among school buildings. Travel time for itinerant teachers between buildings shall not be considered as lunch/prep time.
- 24.6.** Upon request by teachers who will be affected by a move, the school principal shall meet with the teachers concerning the timing of the move, the supplies that will be made available, and what other accommodations/compensation the school district may make available in recognition of the impact of the move. While recognizing that the ultimate decision to grant any accommodation or compensation remains in the discretion of the school district, the parties agree that an effort should be made to identify accommodations/compensation which the school district believes to be appropriate. The school principal shall give a response to affected teachers within a reasonable time of the meeting.
- 24.7.** Effective on July 1, 2016, school related travel in professional staff member's own car shall be reimbursed at the IRS rate.

ARTICLE 25

VACANCIES AND PROMOTIONS

- 25.1.** The Superintendent shall have posted in all school buildings and shall send to the President of the Association notices of all vacancies, including promotional positions not covered by this Agreement, as they occur or as they are anticipated. During the summer recess, notices shall be mailed to the regular mailing address of teachers who have so requested.
- 25.2.** Such notices shall include a job description, statement of minimum qualifications, salary range, and the date by which candidates must apply. A vacancy shall not be filled until it has been posted for at least seven weekdays, exclusive of holidays.
- 25.3.** Except for unforeseen contingencies, whenever a vacancy occurs on an elementary teaching team or in a building principalship, the teachers on the team with the vacancy or a committee of the faculty of the building in which the principalship vacancy exists will be afforded the opportunity to interview the finalists for the position and to make their preference known to the Superintendent.

ARTICLE 26

EARLY RETIREMENT INCENTIVE COMPENSATION

- 26.1.** The intent of this provision is to provide a financial incentive for a teacher to retire early during the fiscal year in which his/her fifty-fifth to sixty-third birthday occurs. Such incentive can provide a benefit to the teacher, a long-term financial saving to Concord Public Schools, and an opportunity for employment and/or career advancement for other teachers. This Article 26 shall not apply to teachers whose employment with the Concord Public Schools commences with or after the 2004-2005 school

year, and such teachers shall not be eligible for the benefits provided under this Article.

26.2. Teachers eligible to participate in this program are teachers who attain at least their fifty-second birthday or at most their sixty-second during the fiscal year they declare their intent to so participate and who will be eligible to retire pursuant to Massachusetts Teacher retirement law at the end of the third, second, or next fiscal year after the year in which such declaration was made. For purposes of this Article, teachers with birthdays in July or August who wish to retire on their birthday rather than June 30 are also eligible for participation for early retirement incentive compensation.

26.3. A declaration of intent to participate must be filed by October 15 on a form provided for this purpose by the Office of the Superintendent. The date thus set will be the effective date of retirement. The intent to participate may be revoked only upon proving changed circumstances and/or a personal hardship as determined by the Superintendent. Upon any such revocation, the teacher must enter into an agreement to repay any additional amount received pursuant to this article over a period of time that does not exceed the time over which it was paid. The determination concerning revocation by the Superintendent shall be final and not subject to grievance or arbitration procedure.

26.4. For each of the remaining school years following the school year in which the declaration of intent is filed the teacher shall be paid a stipend at the following percentage of the base salary:

When Notification is Given Four (4) Years Prior to Retirement:

| | |
|-------------------------------------|-----|
| First year of advance notification | 0% |
| Second year of advance notification | 10% |
| Third year of advance notification | 7% |
| Fourth year of advance notification | 5% |

When Notification is Given Three (3) Years Prior to Retirement:

| | |
|-------------------------------------|-----|
| First year of advance notification | 10% |
| Second year of advance notification | 7% |
| Third year of advance notification | 5% |

When Notification is Given Two (2) Years Prior to Retirement:

| | |
|-------------------------------------|----|
| First year of advance notification | 7% |
| Second year of advance notification | 5% |

When Notification is Given One (1) Year Prior to Retirement: 5%

26.5. For the purposes of this Article, payment for unused sick leave as described in Article 11 of this Agreement will be made in four (4) equal annual installments, beginning on the first pay day in the January following retirement.

26.6. This Article 26 shall cease to be effective with respect to applications filed after October 15, 2004, provided that teachers filing applications by October 15, 2004 may, at their option, give notice of a retirement date not later than the end of the 2008-2009 school year.

ARTICLE 27

TEACHER EMERITUS PROGRAM

- 27.1.** The intent of this provision is to create the position of Teacher Emeritus, a position which provides the opportunity of a teacher retired from the School District to continue his/her employment in the school system in an honorary capacity subject to the stipulations listed below. The creation of this position can provide a benefit to the teacher, a financial saving to the District, an opportunity for employment and/or career advancement to other teachers, and an opportunity for the District to benefit from the experience and expertise of the retiree.
- 27.2.** The provisions of the Teacher Emeritus Program are as follows:
- 27.2.1.** A teacher must have been employed a minimum of fifteen (15) years in the School District.
- 27.2.2.** A retired teacher can be employed as a Teacher Emeritus for a maximum period of three (3) years. These years need not be consecutive.
- 27.2.3.** A Teacher Emeritus may teach the equivalent of no more than two (2) classes per year.
- 27.2.4.** Each Teacher Emeritus on the 185 day schedule shall be allowed fifteen (15) days absence from school duties if occasioned by personal illness without loss of salary and three (3) personal leave days. For teachers who are not scheduled to work full time, a day of absence shall be prorated in accordance with their teaching schedules. These sick leave and personal leave days are not cumulative and Teachers Emeritus are not eligible for the provisions of the Sick Leave Bank.
- 27.3.** The position of Teacher Emeritus shall have no negative impact on the bargaining unit and/or its individual members. The employment of a Teacher Emeritus shall not cause the lay-off of any bargaining unit member, nor shall it cause the reduction of any bargaining unit member from a full to a fractional position or from a fractional position to a smaller fractional position. No bargaining unit position shall be eliminated due to the employment of a Teacher Emeritus.
- 27.4.** Should a Teacher Emeritus leave the service of the School District during a year of employment, the position which he or she held shall continue to be a bargaining-unit position and shall be filled pursuant to existing practice and policy.

ARTICLE 28

DEATH BENEFIT

- 28.1.** Upon the death of a teacher while still in active service with the Concord Public Schools, payment shall be made to the teacher's designated beneficiary for unused sick leave equal to one-third (1/3) of the teacher's accumulated sick leave up to a maximum of sixty-two (62) days. For a teacher first employed after June 30, 2004, this benefit shall not exceed in any event thirty-five thousand dollars (\$35,000). For a teacher first employed on or before June 30, 2004 but after September 30, 1991, this benefit shall not exceed in any event twenty-seven thousand (\$27,000) (provided that if such teacher continues at the

time of death to be eligible for benefits under Section 11.5, then this Article 28 shall not apply). For a teacher first employed on or before September 30, 1991, this benefit shall not exceed in any event forty-five thousand (\$45,000) (provided that if such teacher continues at the time of death to be eligible for benefits under Section 11.5, then this Article 28 shall not apply).

ARTICLE 29

DISCIPLINE & DISCHARGE

- 29.1.** No teacher shall be reprimanded, reduced in rank or compensation, or deprived of any professional advantage without good cause. In the case of a disciplinary suspension or termination, a teacher's exclusive remedy shall be provided under applicable law, and there will be no separate recourse under this Agreement.
- 29.2.** The Association recognizes the responsibility of members of the administration to reprimand teachers for delinquency of professional performance. The Association also acknowledges that nothing in this article prohibits or restricts the filing of letters, memoranda or other written material which might aide in making a subsequent objective evaluation.
- 29.3.** Any teacher without professional teacher status who is not reappointed shall be given, in writing, the reasons for the District's action.

ARTICLE 30

LICENSURE

- 30.1.** Evaluation for purposes of Commonwealth of Massachusetts teacher certification shall in no way be governed by the provisions of this Agreement and such evaluation shall not be considered in the determination of any personnel action taken or not taken with respect to any teacher other than action directly related to such teacher's having or not having required certification.

ARTICLE 31

DURATION OF AGREEMENT

- 31.1.** The conditions of employment subject to the provisions of this agreement become applicable on July 1, 2016, and shall continue to be so applicable until June 30, 2019, with an option to renew for up to two (2) additional years by mutual agreement of the parties.
- 31.2.** By agreement of the parties, negotiations for a successor agreement may commence prior to September 1, 2014, at such earlier date as the parties may agree. In the event that negotiations are undertaken for a successor agreement, all terms and conditions of this Agreement shall continue in full force and effect until a successor agreement is signed.

WAIVER FORM
(See SECTION 23.8.2)

TO:

FROM:

SUBJECT: Employment Status Waiver - Involuntary Leave of Absence

This is to notify you that the Concord Public Schools intends to decide on your employment status on _____ consistent with the notification you have already received dated _____.

You shall be considered on a two-year involuntary leave of absence and eligible for recall pursuant to the contract if you execute this waiver form. Executing this waiver will also protect your professional teacher status, seniority and contractual benefits during the recall period. Also, should you wish to be given preference on the substitute list during the recall period, you should notify the Human Resources Office.

Your layoff has been caused by severe budgetary constraints and/or student enrollment decreases and in no way reflects upon your years of satisfactory service as a member of the professional staff.

If you intend to elect involuntary leave of absence, please sign and return this form to the Human Resource Administrator by _____. If we do not receive a signed form by this date, we will assume that you do not wish to accept involuntary leave of absence status. The Concord Public Schools will then undertake dismissal procedures pursuant to G.L.C. 71, S.42. and the Education Reform Act of 1993.

WAIVER

In consideration of treating my lay-off as a two-year involuntary unpaid leave of absence, I hereby agree not to exercise any present or future rights that I have under G.L.C. 71, and S.42 and S.43A and relieve the Concord Public Schools of any obligation it may have to comply with said statutes with respect to this lay-off to be effective at the beginning of the _____ school year. I understand that by accepting this involuntary unpaid leave of absence, I will retain all tenure rights, seniority and other contractual benefits in lieu of dismissal. If I am not recalled during this leave of absence, I understand that the Superintendent will decide on my dismissal pursuant to C. 71 S. 42 at the end of the involuntary leave of absence and I hereby waive my rights pursuant to C. 71 S. 42 and S. 43A with respect to Superintendent's action at that time.

Signature

Date

SIGNATURE PAGE

This Agreement has been mutually ratified by the Concord Teachers' Association and the Concord School Committee.

IN WITNESS WHEREOF the parties have caused these presents to be signed and delivered by their duly authorized representatives as of the day and year first below written.

For the Concord Teachers' Association:



Date: 7-15-16

For the Concord School Committee:



Date: 7/20/16

APPENDIX A THE MENTOR PROGRAM

- Establish two categories
 1. “Guide” program for those teachers new to CPS/CCHS who:
 - have had successful teaching experience (three years minimum)
 - were previously on professional status elsewhere.
 2. True “mentor” program for those teachers new to CPS/CCHS who:
 - are working towards certification (rare)
 - have provisional certification and need mentorship to move to standard
 - request a more intensive experience
 - started in guide program, but chairperson (based on observation) feels they need more direct support.

- Requirements of each category
 1. Guide program would only require the paid day in the summer, followed by weekly guide meetings.

The veteran guide would get \$500 stipend (and could be the guide to more than one person if needed at additional stipend).

There would be no PDP’s awarded due the nature of the program.
 2. The mentor program would require the mentor to focus on instructional as well as climate issues.

Both mentor and mentee would attend 5 meetings per year in addition to paid summer day and the stipend would be \$1,000.

There would be peer observation and coaching.

Mentors would be encouraged to take a DOE-sponsored mentor program prior to being a mentor (if this agreement continues, in future years, the DOE training would be mandatory).

There would be a more stringent application process than for the guide Program.

No one could mentor two people in the same year, however, if absolutely necessary, could be a guide to a second person with additional stipend.

There would be PDP’s if the program meets the DOE requirements.

APPENDIX B - CTA GRIEVANCE FORM

Filed with employer on: _____

Filed at level: __ 1 __ 2 __ 3

MEMBER INFORMATION

Name of Grievant: _____

School Site: _____

Job Title: _____

Supervisor: _____

GRIEVANCE INFORMATION

Statement of grievance: _____

Articles/provisions violated: _____

Remedy sought: _____

Disposition level I: _____

Principal/Supervisor: _____ Date: _____

Union Representative: _____ Date: _____

Grievant: _____ Date: _____

Disposition level II: _____

Principal/Supervisor: _____ Date: _____

Union Representative: _____ Date: _____

Grievant: _____ Date: _____

Disposition level III:
(if applicable)

Principal/Supervisor:

Date: _____

Union Representative:

Date: _____

Grievant:

Date: _____

EVALUATION

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1) **Purpose of Educator Evaluation**

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

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable

across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The development of District-determined measures shall continue as a collaborative effort with educators and evaluators.

- F) ***Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators unless otherwise noted.
- G) ***Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE**: The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative

assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

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- iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
 - K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
 - M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
 - N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
 - O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
 - P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
 - Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
 - R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
 - S) **New Assignment:** Teaching under a different license or in a different school.

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- T) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- V) ***Performance Rating:** Describes the Educator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

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- Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- AA) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) ***Self-Assessment:** The self-assessment includes:
- (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.
- CC) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- DD) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

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- EE) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- FF) ***Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

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

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- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback– see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made prior to the beginning of the meeting that recording will occur.

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

A) Completing the Self-Assessment

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

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the

professional practice and student learning goals which must include induction and mentoring activities.

- iii) Unless the Evaluator indicates that an Educator in his/her -second or -third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

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- D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

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

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

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

11) **Observations**

Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

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

A) Unannounced Observations

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

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other relevant information that will assist the Evaluator to assess performance
 - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

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- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
 - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) By the deadline established in the applicable timeline set forth in section 20, below, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

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

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) By the deadline established in the applicable timeline set forth in Section 20 below, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

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- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
 - I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

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

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- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.
 - J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
 - K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
 - L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
 - M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
 - O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

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

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

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- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
 - C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
 - D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
 - E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
 - F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the CTA attend the meeting(s).
 - iii) If the Educator consents, the CTA will be informed that an Educator has been placed on an Improvement Plan.
 - G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

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- vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
 - (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines

Developing Educator Plan: Educators with Non-Professional Status or Educators with a new assignment

| ACTIVITY | COMPLETED BY: |
|---|---|
| Evaluator meets with educator to assist in self-assessment & 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 (November 1 for 2013 – 2014 school year) |
| Evaluator completes Educator Plans | November 1 (November 7 for 2013 – 2014 school year) |
| Evaluator completes first announced observation of each educator | November 15 |
| Evaluator completes unannounced observation(s) | Any time during the evaluation cycle |
| Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) | January 15 |
| Evaluator completes mid-cycle Formative Assessment Report | 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) | May 1 |

| | |
|---|---------|
| Evaluator completes and delivers 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 any response | June 15 |

Self-Directed Growth Plan: Educators with PTS on Two-Year Plans

- Educators who have an overall rating of proficient or exemplary and after 2013-2014 whose impact on student learning is moderate or high.

| ACTIVITY | COMPLETED BY: |
|--|---|
| Evaluator meets with educator to assist in self-assessment & 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 (November 1 for 2013 – 2014 school year) |
| Evaluator completes Educator Plans | November 1 (November 7 for 2013 – 2014 school year) |
| Evaluator completes unannounced observation(s) | Any time during the 2-year evaluation cycle |
| Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) | Any time during the first year of the 2-year evaluation cycle, but prior to May 1 |
| Evaluator completes Formative Evaluation Report | June 1 of Year 1 |
| Evaluator conducts Formative Evaluation Meeting at request of Evaluator or Educator | June 1 of Year 1 |
| Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) | Any time during the 2-year evaluation cycle, but prior to April 15 of the second year |
| Evaluator completes and delivers Summative Evaluation Report | May 15 of Year 2 |

| | |
|---|-------------------|
| Evaluator meets with educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory | June 1 of Year 2 |
| Evaluator meets with educators whose overall Summative Evaluation ratings are proficient or exemplary at request of Evaluator or Educator | June 10 of Year 2 |
| Educator signs Summative Evaluation Report and adds any response | June 15 of Year 2 |

Self-Directed Growth Plan: Educators with PTS on One-Year Plan:

- Educators who have been rated proficient or exemplary and after 2013-2014 whose impact on student learning is low.

| ACTIVITY | COMPLETED BY: |
|--|---|
| Evaluator meets with educator to assist in self-assessment & goal setting process Educator submits self-assessment and proposed goals, <i>one of which must address low outcomes.</i> | 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 (November 1 for 2013 – 2014 school year) |
| Evaluator completes Educator Plans | November 1 (November 7 for 2013 – 2014 school year) |
| Evaluator completes unannounced observation(s) | Any time during the evaluation cycle |
| Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) | January 15 |
| Evaluator completes mid-cycle Formative Assessment Report | 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) | May 1 |

| | |
|---|---------|
| Evaluator completes and delivers 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 any response | June 15 |

Directed Growth Plan: Educators with PTS on One-Year Plan

- Educators who have an overall rating of needs improvement

| ACTIVITY | COMPLETED BY: |
|--|---|
| Evaluator meets with educator to assist in self-assessment & goal setting process Educator submits self-assessment and proposed goals | October 1 |
| Evaluator meets with educator to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year) | October 15 (November 1 for 2013 – 2014 school year) |
| Evaluator completes Educator Plans | November 1 (November 7 for 2013 – 2014 school year) |
| Evaluator completes unannounced observation(s) | Any time during the evaluation cycle |
| Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) | January 15 |
| Evaluator completes mid-cycle Formative Assessment Report | 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) | May 1 |

| | |
|---|---------|
| | |
| Evaluator completes and delivers 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 any response | June 15 |

Educators on Plans of Less than One Year

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

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties shall agree on a process for identifying, not later than the first day of the school year, the Educator Plan that each Educator will be placed on and the individual who will serve as the Educator's Evaluator during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- B) The provisions of this Article shall take effect for the 2013 – 2014 school year.

26. General Provisions

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

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- F) Violations of this article are subject to the grievance and arbitration procedures. A less than substantial deviation from the evaluation process shall not be the basis for an arbitrator's award of a financial remedy or reinstatement.

TEACHER RUBRIC

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

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

Teacher Rubric

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

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."

Teacher Rubric

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

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."

Teacher Rubric

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

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."

Teacher Rubric

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

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

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."

Teacher Rubric

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

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."

Teacher Rubric

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

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."

Teacher Rubric

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

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Teacher Rubric

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

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

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

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Teacher Rubric

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

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Teacher Rubric

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

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

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Teacher Rubric

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

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

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

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

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

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SISP RUBRIC

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

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

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Specialized Instructional Support Personnel Rubric

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

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

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Specialized Instructional Support Personnel Rubric

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

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Specialized Instructional Support Personnel Rubric

| Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately. | | | | |
|---|---|---|--|--|
| I-C. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
| I-C-1. Analysis and Conclusions | Does not analyze data and/or draw conclusions from data beyond completing minimal requirements. | Draws conclusions from a limited analysis of data to inform student learning, growth, and development. | Individually and with colleagues, draws appropriate conclusions about programs, plans, and practices from a thorough analysis of a wide range of data to improve student learning, growth, and development. | Individually and with colleagues, draws 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. | 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. | 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. | Based on assessment results and/or other data, provides descriptive feedback and engages students and families in constructive conversation that focuses on student growth and improvement. | Establishes early, constructive feedback loops with students and families that create a dialogue about student growth, progress, and improvement. Is able to model this element. |

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Specialized Instructional Support Personnel Rubric

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

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

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

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Specialized Instructional Support Personnel Rubric

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

Specialized Instructional Support Personnel Rubric

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

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."

Specialized Instructional Support Personnel Rubric

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

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

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

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."

Specialized Instructional Support Personnel Rubric

| Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness. | | | | |
|--|--|---|--|---|
| III-C. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
| III-C-1. Two-Way Communication | Rarely communicates with families except through required reports; rarely solicits or responds promptly to communications from families. | Relies primarily on sharing general information and announcements with families through one-way media and usually responds promptly to communications from families. | Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families. | 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. | Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values. | Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element. |

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."

Specialized Instructional Support Personnel Rubric

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

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

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.”

Specialized Instructional Support Personnel Rubric

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

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

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."

Specialized Instructional Support Personnel Rubric

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

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

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."

Specialized Instructional Support Personnel Rubric

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

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 F: Forms for Educator Evaluation

Overview of Forms

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

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

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

Evaluation Tracking Sheet

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

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

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

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

² Formative Evaluation only occurs at the end of the first year of a **two-year Self-Directed Growth Plan**.

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

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

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.

Goal Setting Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Check all that apply¹: Proposed Goals Final Goals Date: _____

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

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

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

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

Educator Plan Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

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

Start Date: _____ End Date: _____

Goal Setting Form with final goals is attached to the Educator Plan.

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

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

*Additional detail may be attached if needed

Educator Plan Form

Educator—Name/Title: _____

| Professional Practice Goal(s): Planned Activities <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 ¹ | 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\(4\)](#))

¹ Must identify means for educator to receive feedback for improvement per [603 CMR 35.06\(3\)\(d\)](#)

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: _____

| Date <i>(Record date of collection, duration if applicable)</i> | Source of Evidence* <i>(e.g., parent conference, observation)</i> | Standard(s)/ Indicator(s) <i>Note Standard(s) and Indicator(s) to which evidence is tied</i> | Analysis of Evidence <i>Record notes "based on observations and artifacts of professional practice, including unannounced observations of practice of any duration" or other forms of evidence to support determining ratings on Standards as per <u>603 CMR 35.07</u></i> | Feedback Provided <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)¹:

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

Summary of Evidence

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

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) include

¹ 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

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Assessing¹:

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.

¹ 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): _____

Assessing¹:

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:

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

Formative Evaluation Report Form

Educator—Name/Title: _____

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

Rating on Each Standard

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

Rationale, evidence, and feedback for improvement:

II: Teaching All Students Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

III: Family/Community Engagement Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

IV: Professional Culture Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Summative Evaluation Report Form

Educator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

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

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met Exceeded

Rationale, evidence, and feedback for improvement:

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:

Summative Evaluation Report Form

Educator—Name/Title: _____

Rating on Each Standard

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

Rationale, evidence, and feedback for improvement:

II: Teaching All Students Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

III: Family/Community Engagement Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

IV: Professional Culture Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

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> | | | |
| | | | |
| 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 <i>Attach additional pages as needed</i> | |
|--|--|
| | |

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Attachment(s) included