# **CONTRACT**

# **BETWEEN THE**

# HATHORNE TEACHERS FEDERATION LOCAL 1269 AMERICAN FEDERATION OF TEACHERS, AFL-CIO

# **AND THE**

# TRUSTEES OF THE ESSEX AGRICULTURAL AND TECHNICAL INSTITUTE

**SEPTEMBER 1, 2013 – JUNE 30, 2014** 

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# **PREAMBLE**

The Board of Trustees of the Essex Agricultural and Technical High School and the Hathorne Teachers Federation, Local 1269, American Federation of Teachers, AFL-CIO recognize and agree that they have a common interest in the educational excellence of the Essex Agricultural and Technical High School that extends far beyond the scope of a collective bargaining agreement governing wages, hours, and working conditions of employment.

To that end, the Board of Trustees of the Essex Agricultural and Technical High School and the Hathorne Teachers' Federation, Local 1269, AFT, AFL-CIO, hereby declare their mutual intent to work together toward the achievement of common aims in a serious and responsible manner as befits representatives of their respective bodies.

Consequently, it is hoped that this joint effort will effect the formulation of realistic goals and intelligent programs beneficial to all, both student and teacher alike, and consistent with the best that education has to offer.

It is further hoped that this Agreement will serve as the foundation for the growth of a procedure of exchange and communication which ultimately will produce more harmonious relations between the parties concerned, and which will contribute in significant measure to the advancement of public education in the Commonwealth.



# I RECOGNITION, JURISDICTION, and DEFINITIONS

#### 1.1 <u>Federation Recognition</u>

The Board of Trustees of the Essex Agricultural and Technical High School recognize the Hathorne Federation of Teachers, Local 1269, American Federation of Teachers, AFL-CIO as the exclusive bargaining representative for all classroom teachers, Counselors, Librarians, School Nurses and School Psychologists.

# 1.2 <u>Jurisdiction</u>

The Jurisdiction of the Federation shall include those persons, now or hereafter, who perform the duties and functions of the categories of employees in the bargaining unit. If these duties or functions are modified in the future by new processes or equipment, they will be performed by bargaining unit members provided such members are considered qualified.

# 1.3 <u>Definitions</u>

The term "Trustees" as used in this Agreement means the Board of Trustees of the Essex Agricultural and Technical High School.

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

The term "school" as used in this Agreement means any work location or functional division maintained by the Essex Agricultural and Technical High School

The term "Superintendent" as used in this Agreement means the administrative head of the institution.

The term "teacher" and the term "person" as used in this Agreement means a person employed by the Trustees in the bargaining unit as described in Article I Section A.

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

The term "campus" refers to any site or location of the facilities or properties of the Essex Agricultural and Technical High School.

The term "principal" as used in this agreement is the administrative head of the high school.

The term "extra-curricular activity" as used in this Agreement shall include all student activities outside of regular day school curriculum and hours.

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



# II MANAGEMENT RIGHTS

It is recognized that the Board of Trustees has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the High School in all its aspects. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the Board of Trustees with respect to such rights, responsibilities and prerogatives, other than as there are specific provisions herein, elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement

# III FEDERATION RIGHTS AND RESPONSIBILITIES

#### 3.1 Dues Check-Off

The Trustees will authorize the Business Manager to deduct each month from the pay of each teacher, from whom they receive an authorization to do so, the required amount of fees for the payment of Federation dues. The fees and a list of teachers from whom the fees have been deducted shall be forwarded to the Federation no later than thirty (30) days after such deductions have been made.

# 3.2 <u>Information</u>

- **3.2.1** Either the Trustees or the Federation shall make available to the other party, upon specific request, such information, statistics and records which either party may deem to be relevant to negotiations or necessary for the proper enforcement of this Agreement. Information concerning new employees will be issued to the Federation upon its request at the beginning of each school year.
- **3.2.2** All members of the bargaining unit must have on file at the Business Office accurate and current information pertaining to legal name, legal and current address and an accurate phone number. This information must be submitted in writing no later than the first day of school for students.

# 3.3 Allowed Time for Federation Negotiations

Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings or negotiations, they shall suffer no loss in pay.

# 3.4 Rights of Federation Members

An instructor with professional status shall be entitled to a hearing with the Superintendent when not reappointed. At the hearing discussion will pertain to those reasons for the instructor's failure to meet reappointment requirements.

#### 3.5 Federation Activity at the School Level

3.5.1 The Trustees shall permit staff members of the American Federation of Teachers and Massachusetts Federation of Teachers to visit the high school to investigate working conditions, teacher complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement. Such staff members shall inform the Superintendent or, in the absence of the Superintendent, the person in



charge, of their presence in the school. If consultation with members of the bargaining unit is necessary it shall be done so as not to interfere with the instructional program. Such visits shall be informal in nature. If the purpose of the visit would involve the Superintendent, s/he shall be free to include any members of his/her staff in the discussions.

**3.5.2** The President of the Hathorne Teachers Federation or his/her designee shall be given the opportunity to present brief reports and announcements after staff meetings if s/he so desires.

# 3.6 Use of Buildings

After the close of the high school on school days, the Federation shall have the right to use designated areas in high school buildings for meetings of teachers, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Superintendent in advance. All requests for building use shall conform to Rules and Regulations of the Board of Trustees, and there shall be no cost to the Federation for such meetings so long as no overtime custodial cost to the Board is involved.

# 3.7 <u>Distribution of Materials</u>

The Federation shall have the right to place Federation related notices and other materials in the mailboxes of teachers and other professional employees.

# 3.8 Bulletin Boards

The Federation shall be permitted to post Federation related notices and other materials on the school bulletin boards in the teachers' rooms and mailrooms.

# 3.9 Protection of Individual and Group Rights

- 3.9.1 Nothing contained herein shall be construed to prevent the Board of Trustees, a member of the Board, or its designated representatives, from meeting with any teacher for expression of the teacher's views. In the area of collective bargaining, either party shall make no changes or modifications of the Agreement, except through consultation and negotiations with the Federation.
- 3.9.2 Nothing contained herein shall be construed to permit any organization other than the Federation to participate in the processing of a grievance.
- 3.9.3 Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior, or processing a grievance on his/her own behalf in accordance with the Grievance Procedure.

# 3.10 Meeting of the Board of Trustees: Advanced Agenda / Minutes

**3.10.1** A copy of the public agenda of all meetings of the Board of Trustees shall be transmitted to the official Federation Representative to the Board meetings at least twenty-four (24) hours prior to the meeting. The Federation Representative shall be advised as soon as possible of all special meetings of the Board of Trustees.



**3.10.2** A copy of the minutes of all public meetings of the Board of Trustees shall be made available through the Superintendent's office to the Official Federation Representative immediately after their approval by the Board of Trustees.

# 3.11 Existing Laws and Regulations Preserved

The rights and benefits of persons, provided herein, are in addition to those provided by State or Federal law, rule or regulation, including without limitation all applicable tenure, pension, or education laws and regulations.

# 3.12 Printing of Agreement

The Board of Trustees agrees to photocopy the Agreement and to distribute copies of the Agreement to each teacher presently employed at the High School and to each new teacher hired.

# 3.13 Agency Service Fee

As a condition of employment, any individual, first employed after January 1, 1977, who is a member of the bargaining unit and who is not a member of the Hathorne Teachers Federation, Local 1269, AFT, AFL-CIO, shall be required to pay an agency service fee to the Hathorne Teachers Federation. Such payment is to be no more and no less than the dues required of an individual member of the Federation. The fee shall be tendered up as payment for the costs of collective bargaining and contract administration. Enforcement costs shall be borne by the Federation.

# IV CONDITIONS OF EMPLOYMENT

#### 4.1 Instructional Assignments

- **4.1.1.** Teachers may express in writing to the principal, their preference of grade level, subject, department and assignment by April 1st of that current academic year. Programming preferences will be given full consideration in preparing the organizational chart for the following year.
- **4.1.2.** The administration will make every effort to notify teachers with regards to the following information concerning their programs prior to August 1<sup>st</sup> for the next school year:
  - a. Subjects to be taught
  - b. Grades of the subjects to be taught
  - c. Number of periods
  - d. Room assignments
  - e. Any other pertinent information
- **4.1.3.** The number of different teaching locations in which assignments occur for a teacher shall be held to a minimum.
- **4.1.4.** Except when unusual circumstances prevail, High School teachers will be assigned by the Principal, or his/her agent, a maximum of two (2) supervisory assignments per day.



# **4.1.5.** <u>Teacher Assignments</u>

- a. Except when unusual circumstances prevail, teachers will have sixteen (16) preparatory periods in an eight (8) day cycle. These periods are reserved for lesson planning, correcting students' work, preparing instructional materials, consulting with parents, administrators or counselors, or dealing with student-centered issues. A period consists of approximately 45 minutes. The time between the end of the school day for students and the designated teacher dismissal time will be considered as additional preparatory time. Whenever possible, no vocational teacher will be scheduled to teach an eight (8) period day for more than two (2) consecutive days in an eight (8) day cycle. Whenever possible, vocational teachers will not be scheduled to teach a full eight (8) period class schedule in one (1) day unless it enhances the delivery of programmatic instruction.
- b. In scheduling, the Principal will endeavor, whenever possible, to establish instructional assignments with respect to subject matter areas, number of daily classes and students per class which are in accordance with regulations of the Department of Elementary and Secondary Education.
- c. Any periods in an eight (8) day cycle beyond a teacher's scheduled class time and the sixteen (16) preparatory periods are considered unassigned and may be scheduled at the discretion of the administration.
- d. Assignments that reduce a teacher's preparation time below the minimum sixteen (16) periods in an eight (8) day cycle will be compensated with either the equal number of periods off or at the teacher's hourly rate of compensation. The type of compensation will be at the discretion of the principal.
- e. Whenever possible, special education teachers will not be assigned homeroom duty. As liaisons, this time called "liaison duty" will be used to follow up with students they are responsible for and to meet with teachers regarding their assigned students.
- f. The principal shall notify a teacher of any change to his/her teaching assignment or schedule, in writing, a minimum of eight (8) days before the change occurs.
- g. The principal will publish and distribute mid-term and final exam schedules at least twenty (20) school days in advance.

# 4.2. Staff Meetings/After School Activities

- **4.2.1.** Except in cases of emergency, full staff meetings shall be held not more than once a month for no greater than one and one half (1 ½) hours with no meetings being scheduled in September or December. An agenda for each meeting is to be distributed to the staff no later than the school day prior to the day of the meeting. If there is no professional development component on the agenda, the principal will notify staff at least two (2) weeks in advance that the meeting will be for one (1) hour or less.
- **4.2.2.** Teachers agree to attend not more than two (2) evening functions per year, outside the normal working hours. These meetings will include one (1) Parent's Nights and one (1) Back to School Night. The Parents' Night will be scheduled from 5:30 8:30 pm with the Back to School Night being scheduled from 5:30 8:30 pm.



# 4.3. <u>Job Descriptions</u>

The job descriptions for all members of the bargaining unit shall be defined, approved, and updated as necessary by the Board of Trustees consistent with the provisions of this contract, state laws and regulations, and made available to members upon request through the Superintendent's office. In the event of a change to a job description, a copy will be immediately distributed to the president of the HFT.

#### 4.4. Teacher Attendance

- **4.4.1.** All members of the bargaining unit are presumed to be on duty on the High School campus during the hours of their established work schedules unless school business demands their presence elsewhere, in which case approval shall be secured from the principal and notice of absence, destination, purpose of trip and probable time of return shall be recorded at the office prior to departure. All absences require official notification, including meetings, purchases, illness occurring after the start of the workday, and personal errands.
- **4.4.2.** Teachers shall not be required to be present when school is closed due to weather conditions or other emergencies, but absence on such days shall not be counted toward the completion of the teacher's individual contract and teachers shall make up for absence by working an equal number of days extending the school year. The additional days beyond 180 teaching days shall be used as follows:
  - a. The school year for teachers is 185 days which includes: one (1) administrative day at the beginning of the school year, one (1) professional development day at the beginning of the school year, one Freshmen orientation day at the beginning of the school year, one (1) professional development day during the school year, and one (1) Open House day.
  - b. The salary schedule is based on 185 days. Only those days needed to fulfill Department of Elementary and Secondary Education requirements, the freshman orientation program, and those high school students on an extended school year need to be made up.

Note: Teachers salary schedule based on 185 days, additional days will be paid on a per diem schedule.

**4.4.3.** High School classes shall be canceled whenever travel conditions are sufficiently hazardous to endanger students traveling to and from the Institute, as determined by the Superintendent.

# 4.5. Duty Free Lunch

Each teacher shall have a duty free lunch period of at least twenty-five (25) minutes.

# 4.6. Length of School Year

The school year for teachers shall be:

**4.6.1.** 185 days commencing no earlier than the Monday preceding Labor Day and continuing until the 185 days have been attained. Teachers will not be scheduled to work the Friday before Labor Day.



- **4.6.2.** Teachers on extended contracts will start the school year no earlier than the Monday before Labor Day and continue until the number of days specified in the extended contract has been attained. The Superintendent will schedule those extended contract days.
- **4.6.3.** There shall be two (2) early release days for the purpose of professional development and curriculum planning. There shall be four (4) early release days for the purpose of administering midterm and final exams. Final exams will be scheduled in such a way as to facilitate the submission of final grades as much as possible and the submission time for final grades will be open for at least twenty four (24) hours after the last day of school for students. The school day will end at 2:30 for teachers on early release days. These days are to count as a day in session as outlined by the Department of Elementary and Secondary Education.

# 4.7. Length of School Day

- 4.7.1. The Board of Trustees reserves the right to change the school day but will not lengthen the school day or year without prior negotiations with the Hathorne Teachers' Federation, except to comply with changes in state laws or regulations of the State Department of Elementary and Secondary Education. The School Committee reserves the right to change the starting and dismissal times to meet other than normal situations. The Hathorne Teachers' Federation will be notified in advance of any changes. The target dismissal time for students will be 2:20 pm. During the period when classes are in session, the working day for the teachers shall be seven and one quarter (7 1/4) hours beginning no earlier than 7:45 am and ending no later than 4:00 pm. The work day for Teachers shall end at 2:35 pm on the last day of school, and on the last day of school prior to the December, February, and April vacations.
- **4.7.2.** High school sessions shall be suspended and teacher attendance shall not be required on Saturday unless designated as the "Open House Day". Teachers will be required to be in attendance at "Open House Day" from 8:30 am to 12:30 pm. Attendance will not be required on legal holidays or administrative holidays.
- **4.7.3.** Non-Teaching Days on Contract

The school day for all members of the bargaining unit shall be from 8:30 a.m. until 2:30 p.m., which includes 1/2 hour for lunch. Non-teaching days on contract are defined as days when classes are not in session.

- **4.7.4.** Delayed openings: When classes are delayed for students, teachers are expected to be present thirty (30) minutes prior to the start of school for that day.
- **4.7.5.** It is mutually agreed that opportunities for students to receive additional assistance and support is an important component of raising expectations and improving achievement. Therefore, teachers agree to identify in writing to the principal, students, and parents one afternoon help session per week, Monday through Thursday, when they will be available to provide extra help to students until 4:00 pm. A Teacher may not identify Friday as the day for their afternoon help session. All afternoon help sessions for students and extracurricular/club activities will begin immediately after the end of the instructional day. Teachers



may leave at any time after 3:00 pm if their extra help responsibilities to students have been fulfilled. If the teacher's afternoon help session must be canceled due to required meeting scheduling conflicts, holidays, or other foreseeable reasons then an alternate day will be designated as much in advance as possible for that week. If a teacher finds it necessary to change their designated afternoon help session they will notify the principal, students, and parents in writing at least one month prior to the change. Counselors agree to rotate their afternoon help sessions in order to provide assistance to students and keep the College and Career Center open for students from Monday through Thursday until 4:00 pm. The librarian, nurse, school psychologist, and other non-teaching collective bargaining unit members will also designate an afternoon when they will be available until 4:00 pm.

#### 4.8. <u>School Facilities</u>

- **4.8.1.** Every class shall be held in a facility that meets the requirements of the local Department of Public Safety.
- **4.8.2.** Every effort shall be made to provide a clean, properly ventilated, properly heated, well lighted and suitably furnished teachers' lounge in Gallant Hall.
- **4.8.3.** Mailboxes for teachers shall be provided in Gallant Hall.
- **4.8.4.** Provisions shall be made for teachers to have lockable storage space in which to keep instructional materials and supplies.

# 4.9. School Supplies

- **4.9.1.** Supplementary teaching materials, such as periodicals, shall be included in the budget.
- **4.9.2.** Teachers shall be allowed to recommend what supplies are to be ordered.

#### 4.10 Educator Evaluation System

#### **4.10.11** Philosophy and Purpose

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

To that end this Educator Evaluation System is instituted to assess the effectiveness of education at Essex Agricultural and Technical High School. The process will be continuous, constructive, and cooperative – one stressing the need for interaction and communication between Educators and Administrators. The goal of evaluation is to ensure that students are provided with the best



instruction. The intended outcomes of the process are several: to foster continuous self-examination of professional skills; to foster professional growth; to provide a rationale and reliable basis for making recommendations for the improvement of professional practice and instruction; to commend professional achievement; to identify and attempt to improve unacceptable performance, and, to provide a basis for ensuring due process in making personnel and employment decisions.

# **4.10.12** Authority

The Board of Trustees and the Hathorne Federation of Teachers, Local 1269, AFT Massachusetts, AFL-CIO (the Federation) agree that the Educator Evaluation System used by the parties shall adhere to all state laws and regulations, including but not limited to M.G.L. c. 71, §38 and the Educator Evaluation Regulations, 603 CMR 35.00 et seq. In the event of a conflict between this agreement and the governing laws and regulations, the laws and regulations will prevail. This contract language shall take effect for all members of the Bargaining Unit in all programs school-wide on September 1, 2013.

# 4.10.20 **Training**

Prior to the implementation of the new evaluation system contained in this Article, the Superintendent shall arrange training for all Administrators, Directors, Principals, Educators, and Evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The Superintendent has the responsibility to ensure that all Evaluators receive training in the Principles of Effective Supervision and Evaluation; know the requirements of the new state regulations and this Article; and, when possible, have or have available to them knowledge of the subject matter and/or area they will evaluate. If subject matter knowledge is an issue, an Evaluator may utilize another trained Evaluator, who currently holds licensure in the content area in question, to evaluate the Educator. The parties agree that Evaluator Training should be designed to make evaluations as consistent, reliable, and equitable as possible across programs, grades, subjects, and assignments. The Federation President will be invited to an initial Evaluator Training session provided by the Trustees.

# 4.10.21 Annual Orientation

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

- Provide an overview of the evaluation process, including goal setting and the development of Educator Plans;
- Provide all Educators with a copy of the rubrics and forms used to evaluate members of the bargaining unit; and
- Provide Educators with the opportunity to ask questions relating to the evaluation system.

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



#### **4.10.22** Evaluators

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

# **4.10.23** Evaluator Roles and Responsibilities

There shall be three (3) categories of Evaluators:

#### a. Primary Evaluator

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

#### b. Supervising Evaluator

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

# c. Contributing Evaluator

A Contributing Evaluator may be assigned at the request of the Primary Evaluator or the Educator and shall play a support role in the evaluation process. A Contributing Evaluator will normally have expertise in the Educator's subject matter and/or content area. A Contributing Evaluator may conduct classroom observations and provide feedback and support to the Educator strictly regarding subject matter, content area, and/or specialty. A Contributing Evaluator, however, may not draft or complete Formative Assessment/Evaluation or Summative Evaluation reports. A Contributing Evaluator shall be a person who is a member of the bargaining unit, and a full-time employee of Essex Agricultural and Technical High School.



# 4.10.24 Assignment of Evaluators and Changes to Evaluators

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

# 4.10.30 PERFORMANCE STANDARDS and RATINGS

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

#### 4.10.30.1 Performance Standards

#### The four (4) Performance Standards are:

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

#### 4.10.30.2 Performance Ratings

# The four (4) Performance Ratings are:

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

# 4.10.30.3 Rating on Student Learning, Growth, and Achievement

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



Student Learning, Growth, and Achievement after the DESE issues direction and guidance on this matter.

#### 4.10.30.4 Student Feedback in Educator Evaluation

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

# 4.10.31 RUBRICS, FORMS, and DOCUMENTS

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

# 4.10.32 EDUCATOR PLANS: Types, Durations, and Special Requirements

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

# 4.10.32.1 Developing Plans

- a. <u>For Non-PTS Educators</u>: All Educators without Professional Teacher Status (PTS) shall be on Developing Plans.
- b. <u>For PTS Educators</u>: The parties acknowledge that it may take some time for an Educator with PTS to become proficient in a new assignment. A new assignment shall mean a change in subject area, licensure, program, building, or grade level. The Primary Evaluator may assign a Developing Plan to a PTS Educator in a new assignment at the Educator's request or at the Primary Evaluator's discretion.
- c. Each Developing Plan for PTS Educator in new assignments will be for one (1) school year. If the Educator receives an overall rating of *Proficient* or higher upon the Summative Evaluation at the end of the year, the Educator may begin a Self-Directed Growth Plan for the next school year. If the overall Summative Rating is below *Proficient*, the Primary Evaluator and the Educator may discuss the possibility of a more appropriate assignment, and a different assignment that matches the Educator's certification may be offered. If a different assignment is made, the Primary Evaluator may extend the Developing Plan for a subsequent plan period of up to one (1) school year. If a different assignment is not made, the Educator shall be placed on a Directed Growth Plan.

# 4.10.32.2 <u>Self-Directed Growth Plans for PTS Teachers</u>

a. Educators with PTS who have an overall rating of *Proficient* or *Exemplary* and whose Impact on Student Learning is *moderate* or *high* after the DESE



implementation of such ratings, shall be on two-year Self-Directed Growth Plans. The Primary Evaluator shall complete a Formative Evaluation Report at the end of year one (1) and a Summative Evaluation Report at the end of year two (2).

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

# 4.10.32.3 Directed Growth Plans for PTS Educators

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

# a. Assignment of Supervising Evaluator and First Conference

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

#### b. Plan Length

The parties agree that a reasonable amount of time shall be provided to permit the Educator to implement the plan and demonstrate proficiency. The Primary Evaluator, in consultation with the Supervising Evaluator, the Educator, and a Federation Representative, if requested by the Educator, shall determine the plan length.

#### c. Plan Components

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

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



workshops, courses, trainings, materials, instructional coaches, peer assistants, and any other supports the Trustees or school/program may provide to assist the Educator in improving his/her performance in the targeted areas. The Supervising Evaluator shall provide the Educator with guidance and assistance in accessing the resources and professional development outlined in the Directed Growth Plan;

- The anticipated number of announced and unannounced observations that will take place during the plan period;
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment Report on the relevant standard(s) and indicator(s); and
- The delivery date of the Summative Evaluation Report.

# d. Signatures and Delivery

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

# e. Appeal Process

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

# f. Changes During Plan Period

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

# 4.10.32.4 Improvement Plans for PTS Educators

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

# a. Assignment of Supervising Evaluator and First Conference

The Primary Evaluator may designate a Supervising Evaluator to oversee the development and implementation of an Improvement Plan. The Primary Evaluator may be the Supervising Evaluator. Within fifteen (15) school days of an Educator receiving an overall rating of *Unsatisfactory*, the designated



Supervising Evaluator shall meet with the Educator to discuss and assist in the development of the Improvement Plan. The Educator may request that a Federation Representative attend this meeting and any subsequent meetings relating to the development, implementation, or monitoring of an Improvement Plan.

#### b. Plan Length

The parties agree that a reasonable amount of time, and in no event less than thirty (30) school days, shall be provided to permit the Educator to implement the plan and demonstrate improvement. The Primary Evaluator, in consultation with the Supervising Evaluator, the Educator, and a Federation Representative, if requested by the Educator, shall determine the plan length.

# c. Plan Components

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

- The assigned Primary Evaluator, Supervising Evaluator (if any), and Contributing Evaluator (if any);
- The start and end date(s) of the plan;
- The area(s) targeted for improvement. The Supervising Evaluator shall delineate the specific standard(s) and indicator(s) on the appropriate performance rubric that the Educator has not met, drawing on evidence supplied in previous evaluations;
- The performance goals to be met, which shall directly relate to the standard(s) and indicator(s) in which improvement is needed;
- The recommended actions and activities for improvement. The Supervising Evaluator shall prescribe the actions the Educator needs to take to meet the performance goals;
- The supports and modes of assistance available to the Educator from the Trustees, school, program, and/or individuals. These may include workshops, courses, trainings, materials, instructional coaches, peer assistants, and any other supports the Trustees or school/program may provide to assist the Educator in improving his/her performance in the targeted areas. The Supervising Evaluator shall provide the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan;
- The anticipated number of announced and unannounced observations that will take place during the plan period;
- The anticipated timeline for collecting evidence and monitoring progress toward goals, including at a minimum a mid-cycle Formative Assessment Report on the relevant standard(s) and indicator(s); and
- The delivery date of the Summative Evaluation Report.

# e. Signatures and Delivery

The Primary Evaluator must approve the plan and both the Primary Evaluator and Supervising Evaluator must sign it and deliver it to the Educator at least fifteen (15) school days before the start date of the plan. The Educator shall sign his/her Improvement Plan within five (5) school days of receipt and may include a written response using the Educator Response Form in Appendix F.



The Educator's signature shall denote receipt of the plan, not agreement with its contents. A copy of the signed plan shall remain with the Educator.

# f. Appeal Process

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

#### g. Changes During Plan Period

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

# h. Decision on the Educator's Status at the Conclusion of the Improvement Plan:

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

- If the Primary Evaluator determines that the Educator has improved his/her practice to the level of *Proficient*, the Educator will be placed on a Self-Directed Growth Plan.
- 2. If the Primary Evaluator determines that the Educator is making substantial progress toward proficiency, the Educator will be placed on a Directed Growth Plan.
- 3. If the Primary Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator may recommend to the Superintendent that the Educator be dismissed.
- 4. If the Primary 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.

# 4.10.33 EVALUATION CYCLE: Self-Assessment and Goal Setting

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

- 1. An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.
- 2. A reflection on practice using each of the four (4) Performance Standards of Effective Practice using the appropriate rubric(s) in Appendix G or H.
- 3. Proposed goals for the Educator Plan:



- a. Each Educator must propose a minimum of one (1) goal directly related to improving student learning and a minimum of one (1) goal directly related to improving professional practice. However for the 2013-2014 school year, Educators shall be required to propose one (1) goal related to improving student learning and one (1) goal directly related to improving professional practice.
- b. The proposed goals must align with program, school and district goals.
- c. Educators shall consider goals for grade-level, subject-area, or department teams, or for other groups of educators who share responsibility for student learning and results.
- d. For Educators with PTS rated *Needs Improvement* or *Unsatisfactory*, the professional practice goal must address specific standard(s) and indicator(s) identified for improvement.
- e. Guidance for setting SMART Goals is attached hereto as part of Appendix I.

# 4.10.34 EVALUATION CYCLE: Goal Finalization and Educator Plan Development

#### 1. Conferences

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

# 2. Drafting of Educator Plans

- a. During or as soon as possible after the final Goal-Setting and Plan-Development Conference, the Primary Evaluator and Educator shall draft an Educator Plan using the appropriately designated form in Appendix F:
  - The Directed Growth Plan designation shall be used for Educators on Directed Growth Plans.
  - The Improvement Plan designation shall be used for Educators on Improvement Plans.
  - The Educator Plan designation shall be used for all other Educators.
- b. The Educator Plan Form shall, at minimum, specify the following:
  - The assigned Primary Evaluator, Supervisory Evaluator (if any), and Contributing Evaluator (if any);
  - The start and end dates of the plan;
  - The Educator's student learning and professional practice goals;
  - The actions the Educator will take to attain his/her goals;
  - The supports, resources, and professional development available from



the Trustees;

- The anticipated delivery date of the Formative Assessment or Formative Evaluation Report; and
- The anticipated delivery date of the Summative Evaluation Report.

#### 3. Approval and Delivery of Educator Plans

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

# 4. Appeal Process

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

# 4.10.35 EVALUATION CYCLE: Record of Evaluation and Evidence Collection

#### 1. Record of Evaluation

The parties agree that an effective evaluation process requires meaningful, ongoing, two-way communication. To facilitate this process, the parties agree that each Educator shall have a Record of Evaluation maintained as part of his *I*her Teacher files/personnel folder, pursuant to Section 4.11. All evaluation documents contained in the Record of Evaluation shall remain confidential as personnel records for each member of the bargaining unit, and will not be considered a public record per the Privacy Exemption under the Massachusetts Public Records Law, M.G.L. c. 4, §7(26)(c). Each Educator's Record of Evaluation shall consist of three (3) parts:

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

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

# 2. Role of the Record of Evaluation in Evaluation Reports

Formative or Summative Evaluation Reports shall rely on evidence previously



entered into the Record of Evaluation according to the protocols below.

# 3. Evaluator-Supplied Evidence

# A. <u>Use of Evidence Log</u>

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

# B. Evidence Collection and Recordkeeping Protocols

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

1. <u>Classroom Observations</u>: Classroom observations may be announced or unannounced and of any duration.

#### a) Educators without PTS:

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

# b) <u>Educators with PTS</u>:

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



For Improvement Plans of six (6) months or fewer there must be no fewer than one (1) announced and two (2) unannounced observations.

#### c) Observation Process

- The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. The Evaluator's first observation of the Educator should take place by November 15<sup>th</sup>.
   Observations required by the Educator Plan should be completed by May 15<sup>th</sup>. The Evaluator may conduct additional observations after this date.
- 2. The Evaluator shall characterize an observation that generally demonstrates proficient or better practice in the Evidence Log as either "Exemplary" or "Proficient". In these cases, the Evaluator shall have seven (7) school days to enter evidence and feedback from the observation into the Evidence Log, although the Educator may agree to extend this timeline to ten (10) school days. Feedback from "Exemplary" or "Proficient" observations need only indicate one (1) of these descriptive statements but may include more detail.
- In the case of an observation that raises questions or concerns the Evaluator shall request an In-Person Conference with the Educator within five (5) school days of the observation by sending the Educator a written or electronic note. Following this request, the Educator and Evaluator shall meet as soon as possible. The Evaluator shall not include any evidence or feedback from the observation in the Evidence Log until after the In-Person Conference is held. Following the meeting, the Evaluator shall have an additional two (2) school days to enter the evidence and/or feedback from the observation into the Evidence Log. If the meeting allays the Evaluator's concerns, he/she shall characterize the observation as either "Exemplary" or "Proficient" consistent with the above paragraph.
- 4. If the Evaluator still has concerns after meeting with the Educator, he/she shall characterize the observation as either "Needs Improvement" or "Unsatisfactory" and the Evaluator shall clearly communicate his/her



concerns to the Educator in writing. This feedback shall address:

- The specific standard(s) and/or indicator(s) in question;
- The supporting evidence for the Evaluator's concern(s);
- Suggested actions for correcting the problem(s); and
- The supports and resources available to the Educator.

# d) <u>Unannounced Observations</u>

- Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator.
- 2. The Educator will be provided with at least brief written feedback from the Evaluator within three (3) to five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, electronically, placed in the Educator's school mailbox in a sealed envelope or, in the event the other options are unsuccessful or unavailable, mailed to the Educator's home.
- 3. In case of an observation that raises questions or concerns, the Evaluator shall request an In-Person Conference with the Educator within five (5) school days of the observation.
- 4. Any observation or series of observations resulting in one (1) or more standards judged to be *Unsatisfactory* or *Needs Improvement* for the first time must be followed by at least one (1) observation of at least thirty (30) minutes in duration within thirty (30) school days.

# e) Announced Observations

- 1. All non-PTS Educators in their first year in the program/school, PTS Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have at least one (1) Announced Observation.
- 2. 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.

- 3. Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a Pre-Observation Conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
- 4. 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.
- 5. Within five (5) school days of the observation, the Evaluator and Educator shall meet for a Post-Observation Conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within twenty-four (24) hours if possible.
- 6. The Evaluator shall provide the Educator with written feedback within five (5) school days of the Post-Observation Conference. For any standard where the Educator's practice was found to be *Unsatisfactory* or *Needs Improvement*, the feedback must:
  - (1<sup>st</sup>) Describe the basis for the Evaluator's judgment;
  - (2<sup>nd</sup>) Describe actions the Educator should take to improve his/her performance;
  - (3<sup>rd</sup>) Identify support and/or resources the Trustees will provide to the Educator for use in his/her Improvement; and
  - (4<sup>th</sup>) State that the Educator is responsible for addressing the need for improvement.

# 2. Other Sources of Evidence:

a) The Evaluator may characterize Log entries from sources of evidence other than classroom observations on the Evaluator Record of Evidence Log as either "Exemplary", "Proficient", "Needs Improvement" or "Unsatisfactory", with the appropriate feedback accompanying each entry. Such entries may be put into the Log at any time, provided that the Evaluator holds an In-Person Conference with the Educator to share and discuss an entry which raises questions or concerns before it is formally entered into the Log, thus giving the Educator an opportunity to address the evidence and dispel the concerns.



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

# 4. Educator-Supplied Evidence

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

# 4.10.36 EVALUATION CYCLE: Formative Assessment/Evaluation

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

# 1. Timeline

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



Formative Evaluation Report and deliver it to the Educator between May 15<sup>th</sup> and June 1<sup>st</sup>. On or before May 1<sup>st</sup>, either party may request an In-Person Conference which shall occur before the Evaluator completes the Formative Evaluation Report and delivers it to the Educator.

# 2. <u>Completion of the Formative Assessment/Evaluation Report</u>

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

# 3. Signatures and Delivery

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

# 4. <u>Post-Report Conferences</u>

# a. Educators Rated Unsatisfactory or Needs Improvement Overall

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

# b. Educators Rated Proficient or Exemplary Overall

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



# 4.10.37 EVALUATION CYCLE: Summative Evaluation

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

#### 1. Timeline

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

# 2. Completing the Summative Evaluation Report

- a. The Supervising Evaluator shall draft the Summative Evaluation report using the Summative Evaluation Report Form in Appendix F.
- b. The Supervising Evaluator shall recommend to the Primary Evaluator:
  - A rating on progress toward student learning goals;
  - A rating on progress toward professional practice goals;
  - A rating on each of the four performance standards; and
  - An overall rating.
- c. The Supervising Evaluator shall also provide a rationale and evidence for each recommendation. In assessing progress toward goals, the Supervising Evaluator shall consider evidence of the efforts, actions, and perseverance demonstrated by the Educator. In the case of team goals, the Evaluator shall consider evidence of the contributions made by the individual to the team.
- d. The Primary Evaluator shall review the draft report and recommended ratings. The Primary Evaluator may amend the draft report and recommended ratings, citing evidence to support the change(s). The Primary Evaluator shall then approve the final Summative Evaluation Report and Ratings provided that:
  - Reports that give an overall rating of *Needs Improvement* or *Unsatisfactory*must rely on evidence entered into the Record of Evidence that the Primary or
    Supervising Evaluator has already discussed with the Educator at an In-Person
    Conference.
  - 2) No Educator previously rated *Proficient* or *Exemplary* overall may have his/her overall rating lowered through a Summative Evaluation unless the Supervising or Primary Evaluator have first noted at least three (3) classroom observations in the Record of Evaluation during the current evaluation cycle that have raised concerns, and for which the Evaluator has provided appropriate feedback. The observations must include at least two (2) different classes (e.g. different content, grade level, students and/or time of day) over a period of at least fifteen (15) school days.



# 3. Signatures and Delivery

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

# 4. Post-Report Conferences

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

# **4.10.38** <u>Timelines</u>

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to	September 15
explain evaluation process	
Evaluator meets with first-year educators to assist in self-assessment and	October 1
goal setting process	
Educator submits self-assessment and proposed goals	
Evaluator meets - with Educators in teams or individually to establish	October 15
Educator Plans (Educator Plan may be established at Summative Evaluation	
Report meeting in prior school year)	
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth,	January 5*
progress on goals (and other standards, if desired) *, or four weeks	
before Formative Assessment Report date established by Evaluator	
Evaluator should complete mid-cycle Formative Assessment Reports for	February 1
Educators on one-year Educator Plans	
Evaluator holds Formative Assessment Meetings if requested by either	February 15
Evaluator or Educator	



Educator submits evidence on parent outreach, professional growth,	April 20*
progress on goals (and other standards, if desired)	
*or 4 weeks prior to Summative Evaluation Report date established by	
Evaluator	
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation	June 1
ratings are Needs Improvement or Unsatisfactory	
Evaluator meets with Educators whose ratings are proficient or exemplary at	June 15
request of Evaluator or Educator	
Educator signs Summative Evaluation Report and adds response, if any,	June 15
within 5 school days of receipt	

# A) Educators with PTS on Two Year Plans

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

# B) Educators on Plans of Less than One Year

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

# 4.10.39 General Provisions

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



#### 4.10.40 Implementation Schedule

All members of the bargaining unit shall receive both a Formative Assessment and a Summative Evaluation Report during the 2013-2014 school year. Upon completion of the Summative Evaluation each member of the bargaining unit will be placed on an Educator Plan for the 2014-2015 school year which is consistent with their overall rating and experience.

# 4.11 <u>Teacher Files</u>

- **4.11.1.** At the written request of a teacher, permission will be granted, by appointment, to inspect the contents of his/her personnel folder, files, cards and records, and to make copies of such contents and records as concern his/her work or himself. The teacher shall have the right to submit a response to any statement. The teacher's answer shall also be included in the file. These documents must be reviewed in the office of the Superintendent and the Superintendent's secretary will make copies of the contents at the request of the individual teacher.
- **4.11.2.** No file will be maintained on any teacher except the official personnel file.
- **4.11.3.** Official grievances filed by any teacher under the Grievance Procedure as outlined in this Agreement shall not be placed in the personnel file of the teacher; nor shall such grievance be utilized in the promotion process; nor shall it be used in any recommendation for job placement.
- **4.11.4.** All documents related to Educator Evaluations shall be maintained as part of an employee's Teacher File under Section 4.11, and these documents shall be considered personal information and subject to MGL, c. 4, §7(26)(c) and 603 CMR 35.11(6), both as amended, and all other applicable federal and state statutes and regulations.

# 4.12. Substitute Service

- **4.12.1.** Every effort shall be made to hire substitutes to cover classes of regularly assigned teachers when they are sick or on legally approved absence.
- **4.12.2.** Teachers may be assigned to substitute at any time that does not conflict with scheduled classes or preparatory time.
- **4.12.3.** Professional staff shall notify the principal of the need for substitute coverage no later than 6:00 am utilizing the voice mail system on the principal's sick call line.

# **4.13. Grades**

- **4.13.1.** Grades are a determination of scholarship achievement, and teachers should be able to substantiate them by test scores and other objective data.
- **4.13.2.** If the foregoing is established, the grade given by the teacher shall be final.

# 4.14. Assistance in Assault Cases

**4.14.1.** The Principal shall report all cases of assault suffered by teachers, in connection with their employment, to the Superintendent of the High School.



**4.14.2.** Whenever it is alleged that a teacher has assaulted or made remarks that rise to the level of slander or libel of a person, or a person has assaulted a teacher or made slanderous or libelous remarks towards that teacher, the principal shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the teacher for relevant information in the Superintendent or Trustee's possession, not privileged under law, concerning the person or persons involved.

# 4.15. Damage or Loss of Property

- **4.15.1.** No teacher shall be held responsible for loss, damaged, or destruction of High School property or students' property when such loss, damage or destruction is not the fault of the teacher.
- **4.15.2.** A teacher shall report in writing any loss, damage or destruction, to the Principal immediately upon becoming aware of such loss, damage, or destruction.

# 4.16. Seniority

- **4.16.1.** The Board of Trustees shall prepare a list that indicates the date on which all members of the bargaining unit was hired. The HFT shall be supplied with the list that shall be kept current.
- **4.16.2.** For purposes of the Article, seniority shall mean the length of continuous service to the high school in the bargaining unit, beginning with the first day for which compensation was received. Should a member of the bargaining unit accept a position in the employ of the high school which is outside the bargaining unit, seniority as defined in this paragraph shall not be lost, but it shall cease to accumulate until such time as said person might return to the unit.

# 4.17. Layoff and Recall

If a layoff or layoffs are about to occur, then the following procedures shall be enforced:

- **4.17.1.** All personnel without professional status shall be reduced in staff before personnel with professional status within licensed subject areas.
- **4.17.2.** After the above procedure (4.17.1) has been implemented and there are still employees to be laid off, then the employee within a subject area with notice of layoff may exercise seniority by displacing the most junior teacher in all of the other subject areas in which s/he is licensed to teach.
- **4.17.3.** All members of the bargaining unit shall within thirty (30) days of the signing of the Collective Bargaining Agreement, furnish to the Superintendent of the High School all certificates of permanent licensure in every subject that has been earned by the member of the bargaining unit.
- **4.17.4.** All members of the bargaining unit who acquire licensure in any subject after the thirty (30) day period referred to in the above paragraph shall furnish to the Superintendent of the High School such proof of licensure within ten (10) days of receipt of said licensure.



- **4.17.5.** Any bargaining unit member who has completed licensure requirements of the State Department of Elementary and Secondary Education and has applied for licensure to said department, shall notify in writing the Superintendent of the High School within a thirty (30) day period.
- **4.17.6.** Any licensure in any subject held by any member of the bargaining unit who does not comply with the time standards of furnishing such licensure to the Superintendent of the High School shall not be considered as being held by such member of the bargaining unit in the event of a reduction in force at the Essex Agricultural and Technical High School.
- **4.17.7.** A recall list shall be established for all laid off employees within a given subject area for which s/he is certified/approved to teach. Employees will be recalled according to seniority in a subject area for which s/he is certified/approved to teach with the most senior being recalled first.
  - a. Seniority shall not accrue to an employee while the employee is on recall.
  - b. All licensed employees in a subject area on the recall list must be recalled before new employees are hired.
  - c. If employees are recalled, then they must either accept or reject recall in writing to the Superintendent of the high school within two weeks after being notified.
  - d. Any professional status employee who has been laid off shall be entitled to professional status upon reemployment.
  - e. All laid off employees shall be entitled to previous seniority, longevity, previous accumulated sick time, retirement, appropriate placement on the salary schedule, and shall be returned to the same or substantially similar position.

**Example:** Appropriate placement on the salary schedule means if the bargaining unit member was laid off at Step 6, then s/he shall return on Step 6 except if the layoff occurred at the end of the school year then the bargaining unit member shall be entitled to move to Step 7.

- f. If an employee refuses a recall to a full-time position, which position is for a full school year, then that employee shall be removed from recall list. If an employee refuses a recall to a position, with length of employment being less than a school year or less than full time, the employee shall retain his/her place on the recall list.
- g. The employer will present to the union, before any layoffs are made, an updated seniority list and licensure list.

# 4.18. Right to Hearing

Teachers shall be entitled to due process in accordance with M.G.L. Section 42 when not reappointed.



# 4.19. Personal Appearance

Every effort shall be made to provide teachers with proper protective equipment. All teachers shall dress in a manner to maintain an appearance commanding respect and professionalism.

#### 4.20. Notices and Announcements

- **4.20.1.** All official notices pertaining to teachers shall be posted on a designated bulletin board.
- **4.20.2.** Each teacher shall be furnished with a current copy of Student Handbook of the high school and all amendments thereto.
- **4.20.3.** A systematic method of circulating information shall be devised. Use of the public address system when classes are in session shall be restricted to emergency calls.

# V TRANSFERS, PROMOTIONS

# 5.1 Transfers

- **5.1.1** Requests for transfers shall be submitted in writing by April 1st of the current academic year and renewed annually at any time in the year to the Superintendent of the High School. All transfer requests shall include the grade and subject area to which the teacher seeks assignment.
- 5.1.2 Notice of transfer shall be given to a teacher as soon as possible following the granting of the teachers' request.
- 5.1.3 Where all other factors are equal, seniority based on years of experience at the High School (4.16.2) shall govern all transfers.
- Any involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent at which time the teacher shall be notified of the reason for the transfer.
- **5.1.5** The term "transfer" shall include all changes in subjects to be taught, department changes or changes in the High School.

# 5.2 **Promotions**

- 5.2.1 When vacancies occur (including extra-curricular activities), notice of such vacancies shall be posted promptly on the appropriate bulletin board in Smith Hall, Gallant Hall, and the McNamara-O'Shea Building. Emergency posting shall mean 48 hours and all other postings shall be ten (10) working days prior to the final date.
- **5.2.2** Qualifications, requirements, duties, salary and other pertinent information shall be set forth.



- 5.2.3 Applications will be received from the personnel who believe themselves qualified by reason of experience, training, capacity, and general ability to execute proficiently all the demands of the position.
- 5.2.4 In considering candidates for a position, where factors specified in Items 2 and 3 above are the same among a number of candidates, seniority (4.16.2) at the High School shall be given consideration.
- 5.2.5 Such applications shall be in writing and shall set forth the basis on which the applicant solicits consideration.
- **5.2.6** Vacancies shall be filled by an applicant within the High School if his/her education qualifications, performance and experience are equal to those of other applicants.

#### 5.3 Other Job Openings

First consideration for appointments to positions in summer programs, evening programs, MCAS, state, and federal programs shall be given to regularly appointed teachers at the High School who possess the necessary qualifications.

#### VI LEAVE POLICIES

#### 6.1 Sick Leave

- 6.1.1 Sick leave shall be permitted at the rate of fifteen (15) days of paid sick leave per year. Unused sick leave shall be permitted to accumulate without limit provided that no more than sixty (60) days of such accumulated sick leave may be granted in any one year, except on recommendations of the employing officer.
- **6.1.2** Leave with pay shall be allowed, not to exceed twelve (12) days, to be counted as sick leave in case of serious illness in the immediate family of the employee which requires the personal presence of such employee. Immediate family shall, except in unusual circumstances, include husband, wife, children, parents, brothers or sisters, or other relatives with whom the employee is living in the same house.
- **6.1.3** An official report of sick leave will be given to each teacher as of September  $30^{th}$  of each year.
- **6.1.4** Newly-employed teachers shall be eligible for sick leave benefits upon employment to be accrued at the rate of one and one-half (1 1/2) days per month for the first ten months of their employment.
- **6.1.5** Sick Leave Buy Back see Section 6.12
- **6.1.6** If a teacher is out on sick leave for five (5) consecutive school days or more the administration may require a medical note documenting the illness and/or the teacher's fitness to return to work.



- **6.1.7** If a teacher is out on sick leave for ten (10) consecutive school days or more the administration may require the teacher to be examined by a medical doctor chosen by the employer at employer's expense.
- **6.1.8** If the employer's doctor disagrees with the employee's doctor with regards to the employee's ability to return to work, the employee and/or his/her representative will meet with the superintendent in an attempt to resolve the dispute.
- **6.1.9** If the dispute cannot be resolved at this meeting, the employee's doctor and the employer's doctor will choose a third doctor to conduct an additional independent examination with the cost to be shared equally by the employer and the employee.
- **6.1.10** The superintendent may extend sick leave based on extenuating circumstances.

#### 6.2. Sick Leave Bank

#### **6.2.1.** Purpose of the Sick Leave Bank

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

#### **6.2.2.** Sick Leave Bank Board

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

#### **6.2.3.** Contribution of Sick Days to Bank

- Every teacher with professional teacher status who wishes to be a member of the bank, will contribute two (2) days from his/her accumulated sick leave.
- b. Additional contributions of one (1) day per member of the Sick Leave Bank will be made when the Sick Leave Bank days fall below thirty (30)



days and at the beginning of each school year if deemed needed by the Board.

c. Any retiring Sick Leave Bank member may contribute any of his/her unused accumulated sick leave remaining after sick leave buy back to the Sick Leave Bank Fund.

#### **6.2.4.** New Teachers Entering Sick Leave Bank

The only time that a teacher is eligible to join the Sick Leave Bank is during the month of September of the first school year that the teacher has attained Professional Teacher Status by directing the Business Manager in writing to deposit two (2) sick days in the Sick Leave Bank.

#### **6.2.5.** Using Sick Days from Sick Leave Bank

A Sick Leave bank Member will be eligible to apply for Sick Leave Bank assistance under the following guidelines:

- a. A Sick Leave Bank Member must deplete his/her accumulated sick leave.
- b. There will be a waiting period of ten (10) school days between the depletion of sick days and the granting of Sick Leave days during which the Sick Leave Bank Member will be payless.
- c. The application for benefits must be accompanied by a certification of illness or disability completed and signed by the attending physician.
- d. Sick Leave Bank days will be granted for a period not to exceed twenty (20) school days per request.
- e. If these twenty (20) days are expended, more may be granted by the Board upon the petition of the Member with additional medical statements to support the need for such time.

#### f. Sick Leave Application

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

#### **6.2.6.** Abuse of Sick Leave Bank

- a. Any Member of the Sick Leave Bank who is drawing sick leave time for any type of illness or disability, and is found working another job outside the Essex Agricultural and Technical High School, will be immediately taken off the rolls of the Sick Leave Bank and be disallowed from drawing any more sick leave time from the Bank. If such a circumstance occurs, the Federation will notify the Superintendent-Director in writing forthwith.
- b. The Federation shall indemnify and save harmless the School in the event of a lawsuit, fine, damage award or other penalty resulting from actions or lack thereof by the Federation in carrying out its responsibilities in administration of the terms of this Sick Leave Bank.



c. Any Member of the Bank who is requesting sick time from the Bank and is known as an abuser of sick time can be denied the privilege of using the Bank through the decision of the Bank Board.

#### **6.3.** Funeral Leave

- **6.3.1** Five (5) days shall be allowed for a death in the immediate family without deductions from the regular sick leave allowance. Immediate family shall include: parents, brother, sister, and parents of spouse. Ten (10) days shall be allowed for the death of a spouse or child.
- **6.3.2** Three (3) days shall be allowed for the death of grandparents or grandchild of bargaining unit member or member's spouse without deductions from the regular sick leave allowance.
- **6.3.3** One (1) day shall be allowed for the death of an aunt, uncle, niece, nephew, brother-in-law or sister-in-law of any teacher or spouse without deductions from the regular sick leave allowance.
- **6.3.4** An official designee of the Federation shall be allowed to attend the funeral of any member of the bargaining unit.
- **6.3.5** At the discretion of the Superintendent three days funeral leave without loss of pay, up to and including the day of the funeral, shall be granted in the case of the death of a person when a teacher is solely responsible for all funeral arrangements of the deceased.
- **6.3.6** Faculty representation at the funeral of a member of a teacher's family shall be arranged among the faculty of the High School, with the approval of the Superintendent.
- **6.3.7** Permission to attend the service shall be granted to at least one (1) teacher in the case of death of a teacher retired from the High School.

#### 6.4 Federation Leave

- 6.4.1 Any one member of the bargaining unit who is elected or appointed to a full-time position with the Federation or any organization with which it is affiliated, will, upon proper application, be granted leave of absence, without pay, not to exceed one (I) year, for the purpose of accepting that position.
- **6.4.2** Teachers granted a one-year leave of absence in compliance with the contract to fill full-time jobs with the Federation, or any organization with which it is affiliated, shall, provided such action is legal, retain all pension insurance and other benefits and shall continue to accrue seniority for salary increments, pensions and all other purposes as though they were in regular service. Upon return to service, they shall be placed on the assignment that they left with all accrued benefits and increments that they would have earned had they been on regular service.



#### 6.5 Job-Connected Injury

Members of the bargaining unit may elect coverage under Worker's Compensation. The employee may, upon request, use additional sick leave to make up the difference between the Worker's Compensation coverage and his/her regular salary.

#### 6.6 Religious Leave

Teachers requesting to be excused from duty without loss of pay shall use a personal day.

#### 6.7 Maternity Leave

Childbearing/Childrearing Leave

- 6.7.1 Statutory Leave of Absence Pursuant to M.G.L. c.149. Section 105D, every female employee who has completed the initial probationary period of ninety (90) days shall be entitled to an eight (8) week leave of absence for the purpose of giving birth or for adoption, provided she gives at least two (2) weeks notice of her anticipated date of departure and of her intention to return. Teachers are urged to give earlier notification in order to provide the Administration with additional time to secure a replacement. Teachers may use an additional twelve (12) weeks of leave as provided by the Family Medical Leave Act to extend maternity leave up to a total of twenty (20) weeks. Upon return from this leave of absence, the teacher shall be restored to her previous position.
- 6.7.2 <u>Unpaid Leave</u> With the birth or adoption of a child or upon completion of a statutory leave a teacher shall be entitled to an unpaid leave of absence of up to one (1) year, provided the teacher gives written notice at least four (4) weeks in advance of the leave or adoption.
- 6.7.3 A teacher who becomes unable to work prior to the birth of a child and who presents documentation of such disability shall be entitled to draw upon accrued sick leave during the period of such disability; subsequent to the birth of the child, a teacher shall be entitled to draw upon accrued sick leave up to forty (40) days prior to the commencement of any unpaid leave of absence pursuant to section 6.7.2.
- 6.7.4 General Provisions In determining the placement on the salary schedule of a teacher returning from leave taken pursuant to section 6.7.2, credit for a full year of teaching will be given on the salary schedule for the school year during which the leave began provided the teacher served one half (1/2) or more of the school year in which the leave was granted; otherwise, the teacher shall return to the step on the salary schedule held prior to the commencement of such leave. Nothing in this section shall prevent the Employer from laying off a teacher on leave pursuant to the Layoff and Recall provisions of this agreement. Unless a teacher returns to duty at the expiration of the one-year period, his/her employment will be terminated. A teacher returning from an unpaid leave will be returned to his/her previous position or a substantially similar position and will retain the seniority held at the time the leave became effective.



#### 6.8 Personal Leave

Teachers shall be granted two (2) days personal leave, without the loss of pay, annually. Teachers may use personal leave in one-half (1/2) day increments at the sole discretion of the Principal. Such leave shall not be taken on the day proceeding or on the day following a vacation, Administrative Holiday, or Holiday. If together, then the teacher must have prior approval by the Superintendent. At the end of the school year any unused personal leave shall be converted equally to sick leave and credited to a Teacher's accumulated sick leave balance.

#### 6.9 Military Leave

- 6.9.1 The Board of Trustees will comply with all state and Federal laws with respect to military leave of absence. Unpaid Military leave will be granted to any teacher who is inducted or enlists for one (1)-required term in the Armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level that s/he would have achieved had s/he remained actively employed in the system during the period of his/her absence up to a maximum of two (2) years, but said time of absence shall not count toward seniority/professional status.
- **6.9.2** Teaching personnel who are required to perform active duty for training as part of a Reserve Unit will do so as far as possible during July and August.

#### 6.10 Other Leaves

- 6.10.1 Two (2) official delegates of the Federation shall be granted leave with pay to attend conventions of affiliated bodies, the Massachusetts Federation of Teachers, The American Federation of Teachers, the Massachusetts State Labor Council, and the AFL-CIO, if elected by the American Federation of Teachers National Convention.
- **6.10.2** A teacher may be released by the Superintendent to attend a summer school course which conflicts with the work schedule. Courses required for Licensure shall not be covered by this section.
- **6.10.3** As per the Family Medical Leave Act, a teacher shall be granted up to twelve (12) weeks unpaid leave to be used for Maternity Leave or for family illness.
- 6.10.4 Members of the bargaining unit who are on professional status may be granted by the Superintendent an unpaid leave for not more than two (2) years, for the following reasons: Prolonged illness, needed rest, and necessities of the home, professional improvement when a teacher is not eligible for sabbatical leave, teaching in an acceptable school system in the United States when teachers are not selected as exchange teachers, for teaching at a United States Military Installation abroad, to serve as an elected official in public office, or any other activity which would benefit the High School.
- **6.10.5** Leave of absence may be extended by the Superintendent.
- **6.10.6** All benefits to which a teacher was entitled at the time a leave of absence commenced shall be restored to him/her upon his/her return, and s/he will be assigned to the same or a substantially equivalent position.



- **6.10.7** Professional leave may be granted at the discretion of the Principal but no more than two (2) days per year when classes are in session. Once approved it may not be rescinded.
- **6.10.8** Extended leaves of absence over one year for any reason shall not count towards seniority.

#### 6.11 Marital Leave

Marital leave-of-absence, without pay, may be granted to teachers upon request up to a maximum of ten (10) school days.

#### 6.12 Retirement

- **6.12.1** All notices to retire must be submitted to the Superintendent a minimum of eight (8) months prior to the date of retirement. Failure to notify within the stated time frame will result in the loss of the accumulated sick leave buy back as described in Article VI. Subsection 6.1.5 of the contract.
- 6.12.2 A teacher must be employed by the school for at least five (5) years in order to be eligible to receive sick leave buy back. For any teacher who was employed prior to July 1, 1997, there will be a sick leave buy back upon that employee's retirement of 25% of the total number of days accrued at the employee's daily rate paid at the time of retirement. For employees hired after July 1, 1997, the accumulation of sick days will remain unlimited, but the sick leave buy back upon retirement will be restricted to 25% of 120 days at the employee's daily rate at the time of retirement.

#### VII FRINGE BENEFITS

#### 7.1 **Health Insurance**

The employee/employer contribution formula is subject to the contribution formula set by the Commonwealth of Massachusetts for both health and dental insurance.

#### **7.2** State Insurance

The High School shall provide fifty percent (50%) of the full cost of a \$5,000.00 life insurance policy for each member of the bargaining unit.

#### 7.3 Workers' Compensation

Members of the bargaining unit shall be covered by the provisions of the Massachusetts Workers' Compensation Act.

#### 7.4 Pension

The parties agree that all provisions of the Massachusetts Teacher Retirement Plan shall be made part of this agreement.



#### 7.5 Tax Free Annuity

The trustees will make every effort to allow teachers to take advantage of the Federal law concerning Tax Free Annuities.

#### 7.6 Federation Participation

At the time when Essex Agricultural and Technical High School ceases to be funded through the Massachusetts Department of Elementary and Secondary Education, the Federation president or his/her representation shall represent the teachers on the committee that negotiates health, accident and life insurance with the vendors.

#### 7.7 <u>Liability Insurance</u>

The board shall provide the full cost of a Liability Insurance Policy for all members of the bargaining unit.

#### 7.8 <u>Dental Insurance</u>

At the time when Essex Agricultural and Technical High School ceases to be funded through the Massachusetts Department of Elementary and Secondary Education, the high school shall provide eighty-five percent (85%) of the full cost of the school Dental Plan or its equivalent, for each member of the bargaining unit.

#### VIII GRIEVANCE PROCEDURE

#### 8.1 Definition

- **8.1.1** A "Grievance" shall mean a complaint by an employee or the Federation that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.
- **8.1.2** As used in this Article, the term "employee" shall mean either an individual employee or a group of employees having the same grievance.
- **8.1.3** The Federation may initiate and process grievances under the following procedure, acting in place of the employee utilizing form in Appendix D.
- **8.1.4** As used in this Article, the term "business day" shall mean a day when the school is open for business. The term "school day" shall mean a day when school is in session.

#### 8.2 Procedure

#### **8.2.1** Informal

Within twenty (20) business days of the time a grievable action or event occurs or the grievant should have reasonably known that it occurred, the employee of the Federation either directly or accompanied by his/her Federation representative, will present the grievance to the Principal during non-teaching hours. Within five (5) business days after presentation of the grievance, the Principal shall give his/her answer orally to the employee.



#### **8.2.2** Step One

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

#### **8.2.3** Step Two

- **a.** If the grievance is not resolved in Step One, the grievant may, within five (5) business days of receipt of the Principal's answer submit to the Superintendent-Director a written "Statement of Grievance" signed by the grievant. A copy shall be given to the Principal at the same time.
- **b.** Within five (5) business days of receiving the "Statement of Grievance" the Superintendent-Director will schedule a meeting with the employee and/or the Federation representative.
- **c.** The Superintendent-Director or his/her designated representative shall give the grievant and the Federation representative an answer in writing no later than five (5) business days after receipt of the written grievance. If further investigation is needed, additional time may be allowed by mutual agreement of the Superintendent-Director and the Federation.

#### **8.2.4** Step Three

- **a.** Within five (5) business days after receiving the decision of the Superintendent-Director, an appeal of the decision may be made to the Trustees or their designee.
- b. It shall be in writing and accompanied by a copy of the decision at Step Two.
- **c.** No later than 30 calendar days after receiving the appeal, the Trustees or their designees shall hold a hearing on the grievance at a regular or special meeting. All those listed in Step Two shall have a right to participate in this step.
- **d.** Within five (5) business days after the hearing, the Trustees or their designees shall communicate their decision in writing, and state their reasons if requested, to the Federation and the aggrieved employee, if any.



**e.** The Federation may not present any material, allegation, or remedy that was not present in Step Two.

#### 8.3 Appearance and Representation

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

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

#### **8.4** Time Limits

Time limits provided in this Agreement may be extended by mutual agreement signed by the parties.

Failure at any step of the procedure to communicate the decision on a grievance within the specified time limit shall permit the Federation to lodge an appeal to the next step of this procedure.

Any grievance not advanced from one step to the next step within the time limits of that step, shall be deemed resolved by the answer at the previous step.

#### 8.5 Arbitration

Within ten (10) business days of receiving the decision from the Trustees, the Federation may appeal the decision to Arbitration. The proceeding may be initiated by filing with the Division of Labor Relations in serving notice of such action to the Board of Trustees.

The voluntary labor Arbitration rules of the Division of Labor Relations shall be equally shared by the parties.

It shall be the function of the Arbitrator, and s/he shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of specific articles in sections of this Agreement.

- **8.5.1** The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- **8.5.2** All expenses other than that of the Arbitrator shall be borne by the party incurring them.
- **8.5.3** All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any employment compensation s/he may have received from any public source during the period of the back pay.

#### IX SAVINGS CLAUSE

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by court of last resort in Massachusetts or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for



doing so, all other of this Agreement shall continue in effect and any substitute action shall be subject to negotiation and agreement between the parties.

#### X COMPENSATION

#### 10.1 Basic Salary Schedule

Teachers shall be paid in accordance with the salary schedule. See attached salary schedule.

- **10.1.1** Assignment to student extra-curricular activity shall be voluntary.
- **10.1.2** Student extra-curricular activities and all other stipend positions shall be compensated according to the list approved by the Superintendent at the beginning of each new school year.
- 10.1.3 All extra curriculum stipends shall be available to qualified faculty who will have the right of first refusal. The Superintendent shall have sole discretion in all appointments.
- 10.1.4 Stipends may vary as to the needs of the high school administration and student body; such stipends will be identified annually but may include as an example the attached list. The attached list is not all-inclusive; it may change as needed, but all such stipends are subject to federal, state taxes and pension contributions. Stipends may or may not be funded annually as determined by the School Superintendent. (See Appendix B)

#### 10.2 Placement on the Salary Schedule

- 10.2.1 Members of the bargaining unit shall be placed on the salary schedule at the step appropriate for degree status and creditable years of experience. Creditable years of experience will be determined by the Principal/Superintendent and will reflect full-time, recent teaching experience of full-time recent work experience in the field.
- **10.2.2** All salary schedules shall be rounded off to the nearest dollar.
- 10.2.3 Whenever a teacher achieves credits or degrees associated with a change on the salary schedule, the teacher shall file a letter of intent with the Superintendent/Director's office at the beginning of the school year notifying the administration of such a possible change. Changes on the salary schedule will take place in September and February upon the receipt of an official transcript a minimum of 30 days in advance of the pay date for the months of September and February.
- 10.2.4 For the purpose of horizontal salary column advancement, coursework must be approved in advance by the Department Chairperson, Professional Development Coordinator, and Superintendent and should be an identified component of the teacher's Individual Professional Development Plan (IPDP). In addition, undergraduate and graduate level coursework from accredited colleges and universities is eligible for salary column advancement provided that such coursework is rigorous and designed to significantly improve teachers' subject



content knowledge, pedagogical skills, and/or progress toward meeting the school's improvement goals. (see appendix E)

#### 10.3 Provision for Payment in Case of Termination of Service

If a member of the bargaining unit leaves or dies during the school year, s/he or his/her estate shall be entitled to a pro-rated share of his/her salary based on his/her period of service in relation to the number of weeks schools are in session during his/her work year, minus the compensation already paid.

#### 10.4 Anniversary Dates

- **10.4.1** For purposes of salary payment, full-time teachers serving more than one-half (1/2) of a school year will advance a step on the salary schedule at the beginning of each school year.
- **10.4.2** Teachers working on a part-time schedule will advance on the salary schedule only when their part-time service equals one year.

#### XI PROFESSIONAL ACTIVITY

#### 11.1 Professional Development

- 11.1.1 It is the responsibility of each individual teacher to maintain appropriate licensure and to maintain an "approved" professional improvement plan in their personnel file that is aligned with school goals and consistent with Department of Elementary and Secondary Education regulations.
- 11.1.2 The school will provide teachers with information on licensure and re-licensure by scheduling at least one optional afterschool meeting for academic licensure and one for agricultural licensure each school year.
- 11.1.3 A Professional Development Committee will be assembled and chaired by the administrator responsible for coordinating curriculum and instruction and will hold open meetings for the purpose of developing a comprehensive Professional Development Plan annually.
- 11.1.4 A diversified annual Professional Development Plan consisting of opportunities such as full and half day PD/in-service training, afterschool workshops, faculty meeting PD training, common planning/meeting time content PD, DESE Summer Content Institutes, the MAVA Summer Institute, NAAE Conference, MVA Conference, the mentorship/induction program, curriculum and assessment development, other conferences and workshops, and other professional development opportunities shall be provided for all teachers.
- **11.1.5** Teachers will be issued Professional Development Point (PDP) certificates consistent with DESE regulations for the completion of in-house professional development activities.
- 11.1.6 All teachers are required to successfully complete part one of "The Skillful Teacher Course" presented by "Research for Better Teaching" as part of their individual professional improvement plan. All teachers must complete this requirement within 24 months of hire. Non-teaching professional staff members



such as counselors, nurses, school psychologists, and librarians may present an alternative course of similar content and benefit to the superintendent for his/her approval.

#### 11.1.7 Professional Licensure Course Reimbursement

Members of the bargaining unit, who have NOT attained professional licensure status, shall be eligible to receive course reimbursement for fifty percent (50%) of the combined total cost of course tuition and course fees for coursework required by the Massachusetts Department of Elementary and Secondary Education (DESE) to attain professional licensure status in their assigned teaching field from any state college or university. The Massachusetts Association of Vocational Administrators (MAVA) Cohort classes will be 100% reimbursed. College course credits earned will be eligible to be applied toward salary column movement. Payment will be made within thirty (30) days of receipt of satisfactory proof of course payment and completion with a course grade of at least a 3.0 or B. Teachers receiving course reimbursement agree to fully reimburse the school for any reimbursement they received under this provision within the last three (3) years prior to their voluntary separation from employment.

11.1.8 National Board for Professional Teaching Certification (NBPT) Reimbursement Members of the bargaining unit, who have attained professional licensure status, shall be eligible to receive reimbursement in the amount of \$3,250 for fees and expenses associated with acquiring NBPT Certification in their assigned teaching field. Graduate level college credits earned through this process will be eligible to be applied toward salary column movement. Payment will be made within thirty (30) days of receipt of satisfactory proof of payment. Teachers receiving NBPT Certification reimbursement agree to fully reimburse the school for any reimbursement they received under this provision within the last three (3) years prior to their voluntary separation from employment.

#### 11.2 Common Departmental Planning/Meeting Time

Common departmental planning/meeting time shall be an integral part of the Professional Learning Community activity of all professional staff members. There will be 180 minutes of common departmental planning/meeting time scheduled each month consisting of: one 90 minute meeting after school and two 45 minute meetings or a second 90 minute meeting. Departments will designate the day(s) they will set aside for common departmental planning/meeting time at the beginning of every school year and revise as needed. The 45 minute meetings may be scheduled before school, after school, or a combination of these options depending on the availability of department members. All members are required to attend common departmental planning meetings as part of their professional duties. During December and June, the 90 minute after school meeting will be the only requirement.

#### XII SPECIAL SERVICES

#### 12.1 Guidance Counselors

- **12.1.1** Clerical assistance shall be provided for all counselors, whenever possible.
- **12.1.2** The pupil-counselor ratio shall be 300-1 in the high school.



- **12.1.3** Each counselor shall be provided suitable space and a phone to carry out his/her duties.
- **12.1.4** Counselor's duties shall be related solely to the guidance program, as specified in the position description.
- **12.1.5** Guidance service shall be expanded, as required, to provide for all students at all levels.
- **12.1.6** Guidance Counselors shall be compensated in accordance with the teachers' salary schedule.

#### 12.2 School Nurses and other Non-Teaching Members

The school nurses and other non-teaching members of the bargaining unit shall be compensated in accordance with the teacher's salary schedule.

#### XIII FAIR PRACTICES

- 13.1 The Board agrees to continue its policy that no person, persons, or departments responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, or memberships in, or association with the activities of, any organization not operating in conflict with the law.
- 13.2 As sole collective bargaining agent, the Federation will continue its policy of accepting into membership all eligible persons in the unit without regard to race, creed, color, national origin, sex, sexual orientation, or marital status. The Federation will represent equally all persons without regard to membership in, or association with the activities of, any organization.

#### XIV HANDLING OF NEW ISSUES

Matters of collective bargaining not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

#### By the Board of Trustees:

With respect to matters not covered by this Agreement, which are proper subjects for collective bargaining, the Board agrees it will make no changes without prior consultation and negotiation with the Federation.

#### By the Federation:

In any matter not covered in this Agreement which is a proper subject for collective bargaining, the Federation may raise issue with the Board of Trustees for consultation and negotiation; except that the Federation shall not seek to renew to be effective during the life of this Agreement, any question introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

Being a mutual agreement, this instrument may be amended at any time by mutual consent.

#### XV EXISTING CONDITIONS OF EMPLOYMENT

Except as this Agreement shall otherwise provide, all conditions of employment applicable to employees covered by this Agreement on the effective date of this Agreement, as established by



the Trustees' Rules and Regulations in force on the said date, shall continue to be so applicable during the life of this Agreement. Nothing in this Agreement which changes preexisting Rules and Regulations shall operate retroactively.

#### XVI RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

The Federation and the Board of Trustees agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation shall, for the term of this Agreement, not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

#### XVII DURATION

- 17.1 This Agreement and each of its provisions shall be in effect as of September 1, 2013 and shall continue in full force and effect until June 30, 2014.
- All terms and conditions, rights and obligations under this Agreement shall be subject to the terms of Chapter 463 of the Acts of 2004, as amended.

#### XVIII DEPARTMENT CHAIRPERSONS

- **18.1.** Department Chairs will remain as a part of the bargaining unit unless and until the parties have come to an agreement on creating a separate bargaining unit for them within the Hathorne Federation of Teachers.
- **18.2.** The administration shall post a minimum of at least six (6) department chair positions annually to assist in the management and supervision of departments.
- **18.3.** A Department Chairperson's appointment will be made not to exceed one (1) full year. The Department Chairperson shall work three (3) work days beyond the work year of a teacher at times to be determined by the Superintendent-Director. Department Chairs will be compensated at their contracted per diem rate for any additional days that they may agree to work in addition to the three (3) required days. The Department Chairperson shall report to and be evaluated by the Assistant Superintendent and/or Principal.
- **18.4.** His/her annual salary will be appropriate placement on the teachers' salary schedule plus an additional stipend in the amount of \$6,180.00 for supervising less than five (5) teachers and \$9,270 for supervising five (5) or more teachers. If the Department Chair is a member of the department then they shall be counted as a supervised member of the department.
- **18.5.** Department Chairperson duties will not include the observation and evaluation of teachers. A job description, as approved by the Board of Trustees, will be available in the Superintendent's office.
- **18.6.** Whenever possible, department chairs will receive a reduced teaching scheduled in order to provide additional time to perform their responsibilities. Agricultural Department Chairs supervising four (4) or more teachers shall receive a reduced teaching schedule.



#### APPENDIX A Salary Schedule for Contract Year 2013-2014

2013-14								
Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	Ph.D
1	46,231	47,555	49,541	50,864	52,189	53,513	54,837	56,161
2	48,217	49,541	51,527	52,851	54,175	55,499	56,823	58,148
3	50,203	51,527	53,513	54,837	56,161	57,485	58,809	60,133
4	52,189	53,513	55,499	56,823	58,148	59,471	60,795	62,119
5	54,175	55,499	57,485	58,809	60,133	61,457	62,782	64,105
6	56,161	57,485	59,471	60,795	62,119	63,443	64,767	66,091
7	58,148	59,471	61,457	62,782	64,105	65,430	66,753	68,078
8	60,133	61,457	63,443	64,767	66,091	67,416	68,739	70,064
9	62,119	63,443	65,430	66,753	68,078	69,438	70,801	72,166
10	64,105	65,430	67,416	68,756	70,120	71,521	72,925	74,331
11	66,091	67,416	69,438	70,819	72,224	73,667	75,113	76,560
12	68,074	69,438	71,521	72,943	74,391	75,877	77,366	78,857
13	70,116	71,521	73,667	75,131	76,622	78,153	79,687	81,223
14	72,219	73,667	75,877	77,385	78,921	80,498	82,078	83,660

#### APPENDIX B Advisors, Coaches, and Department Chair Salary Schedule

Advisor Positions	FY 14
FFA Advisor	4,929
FFA CDE Event Advisors	318
Livestock Showing Advisor	318
Drama Club (per season)	1,545
Senior Class	3,422
Junior Class	1,727
Sophomore Class	1,585
Freshmen Class	1,297
Yearbook	3,183
Outdoor Leadership Club	1,297
School Newspaper	1,297
Art Club	1,297
Peer Leaders	1,297
Computer Club	1,297
Equestrian Club (Advanced)	1,297
Equestrian Club (Beginner)	1,297
Camera Club	1,297
Environmental Action Club	1,297
Technology Club	1,297
Gay Straight Alliance	1,297
National Technical Honor Society	1,297
Athletic Positions	
Athletic Director	12,360
Cross Country Varsity Coach	3,868
Asst. Cross Country Coach	3,134
Boys' Varsity Basketball Coach	5,614
Boy's JV Basketball Coach	3,728
Girls' Varsity Basketball Coach	5,614
Girl's JV Basketball Coach	3,728
Basketball Cheerleading Coach	3,728
Girls' Varsity Lacrosse Coach	5,334
Girls JV Lacrosse Coach	3,449
Department Chairpersons	
Supervising less than 5 teachers	6,180
Supervising 5 or more teachers	9,270

Stipends are for each position. If more than one person fills a position, the stated stipend will be divided equally between or among the people filling each position.



#### APPENDIX C

#### **GRIEVANCE FORM**

Grievant		Step No.	Date Filed
Work Site		Step 1	Date:
Job Classification	<del></del>	Step 2	Date:
		Step 3	Date:
Nature of the grievance and date occ	urred:		
Articles or practice violated:			
Remedy sought:			
Signed:	Signed:		
Grievant		For Asso	ociation
Response:			
Date:	Signed:	Cran amaia - ::/A .1 .*	-introduction
			nistrator
(1	Attach Employer Response	es)	

- Copy to:

  1. Supervisor/Administrator
  2. Grievance Committee
  3. Employee/Grievant



#### APPENDIX D

### ESSEX AGRICULTURAL AND TECHNICAL HIGH SCHOOL SICK LEAVE BANK APPLICATION FORM

Employee's Name:	Home Telephone
Home Address:	
Attending Physician:	Office Telephone
Address:	
Written Letter on file from a Physician:	YES NO
Date:	
<u>Acti</u>	on Taken
Days Allowed:(Maximum Days Allowed to I	Draw at a Time is Twenty (20) days)
Starting Date:	
Estimated Ending Date:	
Other:	
Sick Leave	Bank Committee



#### APPENDIX E

#### ESSEX AGRICULTURAL AND TECHNICAL HIGH SCHOOL

Salary Column Advancement Approval Form

**Note:** 

Members of the Hathorne Teachers Association should refer to Subsection 10.2.4 for specific conditions and approval requirements regarding horizontal salary column advancement. If approved, please submit an official course transcript to the Superintendent's office upon successful completion of the proposed course.

Name:	Date:
Department:	School Year:
PART A Please provide the following in	information:
Postsecondary Institution: Course Title: Semester:	
PART B Please check all that apply.  □ 2-year Accredited College  □ 4-year Accredited College  □ 4-year Accredited University  □ Undergraduate Credit	<ul> <li>□ Graduate Credit</li> <li>□ Official Course Description Attached</li> <li>□ Sample Course Syllabus Attached (if available)</li> <li>□ Other (Explain)</li> </ul>
Improvement Plan (IPDIP) and is rig	describes how this course is aligned with your Individual Professional gorous and designed to significantly improve your subject content knowledge, oward meeting the school's improvement goals.
PART D Please attach a narrative that clearly course to improve instruction and stu	describes how you plan to implement the knowledge and skills attained in this ident achievement.
PART E Initial Approval Signatures	
Dept. Chairperson Date	
PART F Superintendent-Director Auth	orization
☐ Approved as Requested ☐ R	eturned to PD Coordinator for Consultation   Approval Withheld
Superintendent-Director	



### **APPENDIX F: Evaluation Forms**

### ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Evaluation Tracking Sheet



Educator—Name/Title:						
Primary Evaluator—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 y	rear				
Evaluation Step	Date(s)	Educator Initials	Evaluator(s) Initials			
Self-Assessment received by evaluator						
Educator Plan development completed						
Formative Assessment conference, if any 1 Formative Evaluation conference, if any 2						
Formative Assessment Report completed Formative Evaluation Report completed  3						
Educator response, if any, received by evaluator <sup>4</sup>						
Summative Evaluation conference, if any						
Summative Evaluation Report completed	Summative Evaluation Report completed					
Educator response, if any, received by evaluator						

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



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

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

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

### ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL 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:
<del></del>



### ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Self-Assessment Form



Educator—Name/Title:	
Citing your district's performance rubric priority areas for growth. Areas may tar span multiple Indicators or Elements with individually submitted by educator, but F proposing team goals.	ctice Against Performance Standards  c, briefly summarize areas of strength and high- get specific Standards, Indicators, or Elements, or hin or across Standards. The form should be Part 2 can also be used by teams in preparation for
Team, if applicable:	
List Team Members below:	
Signature of Educator	Date
Signature of Evaluator	

<sup>\*</sup> 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.



### ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Goal Setting Form



Educator—Name/Title:					
Primary Evaluator—Name/Title:					
Supervising Evaluator, if any—Name/Title/Role in e	valuation:				
School(s):					
Check all that apply <sup>1</sup> : Proposed Goals	Final Goals Date:				
A minimum of one student learning goal and one professional practice goal are required. <b>Team goals must be considered</b> 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 Check whether goal is individual or team; write team name if applicable.	Professional Practice SMART Goal  Check whether goal is individual or team;  write team name if applicable.				
Individual   Team:	Individual   Team:				

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

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



### ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Educator Plan Form



Educator—Name/Title:					
Primary Evaluator—Name/Title:					
Supervising Evaluator, if any—Name/Tit	tle/Role in evaluation:				
School(s):					
Educator Plan: Self-Directed Growth Developing	h Plan				
Plan Duration: 2-Year C	One-Year Less than a year				
Start Date:	End Date:				
professional practice). Attach additional p	of multiple goals or types of goals (student pages as necessary.	•			
Describe actions the educe	ning Goal(s): Planned Activities ator will take to attain the student learning idual and/or team. Attach additional pages	g goal(s).			
Action	Action Supports/Resources from School/District Frequency				

<sup>\*</sup>Additional detail may be attached if needed

### ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Educator Plan Form



Describe actions the e	al Practice Goal(s): Planned Activited ducator will take to attain the professional praction individual and/or team. Attach additional pages	ctice goal(s).	
Action	Supports/Resources from School/District <sup>1</sup>	Timeline or Frequency	
rowth, and leadership," is "alig local Performance Standards,"	to provide educators with feedback for impressed to statewide Standards and Indicators in and "is consistent with district and school go 5.06 (3)(d) and 603 CMR 35.06(3)(f).)	n 603 CMR 35.00 a	
gnature of Evaluator	Date		
(FI	Date		

 $<sup>^{1}</sup>$  Must identify means for educator to receive feedback for improvement per  $\underline{603}$  CMR  $\underline{35.06(3)(d)}$ 



<sup>\*</sup> 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))

## ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Evaluator Record of Evidence Form



Educator—Name/Title:			
Primary Evaluator—Name/7	Title:		
Supervising Evaluator, if any	y—Name/Title/Role in evaluation:		
School(s):			
Academic Year:	Educator Plan and Duration: _		
- Cu			
	as pe	ffective Teaching Practice: Rubrier 603 CMR 35.03	
		to ensure that sufficient evidence has bee	1
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
I-A. Curriculum and	☐ II-A. Instruction	☐ III-A. Engagement	☐ IV-A. Reflection
Planning  I.B. Assessment	☐ II-B. Learning Environment	☐ III-B. Collaboration	☐ IV-B. Professional Growth
☐ I-B. Assessment ☐ I-C. Analysis	☐ II-C. Cultural Proficiency	☐ III-C. Communication	☐ IV-C. Collaboration
I-C. Allalysis	☐ II-D. Expectations		☐ IV-D. Decision-making
			☐ IV-E. Shared Responsibility
			☐ IV-F. Professional Responsibilities
* The Rubric Outline is ratings.	intended to be used for citing Standards and In	dicators. Evaluators should review the full rubric for a	nalysis of evidence and determination of
Educator:		Evaluator:	



## ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Evaluator Record of Evidence Form



Date (Record date of collection, duration if applicable)	Source of Evidence* (e.g., parent conference, observation)	Standard(s)/ Indicator(s) Note Standard(s) and Indicator(s) to which evidence is tied	Analysis of Evidence  Record notes "based on observations and artifacts of professional practice, including unannounced observations of practice of any duration" or other forms of evidence to support determining ratings on Standards as per 603 CMR 35.07	Feedback Provided  Briefly record feedback given to educator (e.g., strengths recognized, suggestions for improvement)
EX: 11/8/11	EX: unit plans, benchmark data	EX: 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

<sup>\*</sup>note if classroom observations are announced or unannounced

### ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Educator Collection of Evidence Form



Educator—Name/Title:		
Primary Evaluator—Name/Title:		
Supervising Evaluator, if any—Name/Title/Role in evaluation:		
School(s):		
Evidence pertains to (check all that apply) <sup>1</sup> :  Fulfillment of professional responsibilities and growth Evidence of outreach to and ongoing engagement with families Progress toward attaining student learning goal(s) Progress toward attaining professional practice goal(s) Other:		
Summary of Evidence		
Summarize the evidence compiled to be presented to evaluat  Attach additional pages as needed.	or with a brief analysis.	
Signature of Educator	Date	
Signature of EvaluatorDate		
Attachment(s) included		

<sup>&</sup>lt;sup>1</sup> Per <u>603 CMR 35.07(1)(c)1</u>, "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.

# ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Formative Assessment Report Form



Educator—Name/Title:
Primary Evaluator—Name/Title:
Supervising Evaluator, if any—Name/Title/Role in evaluation:
School(s):
Assessing <sup>1</sup> :  Progress toward attaining goals  Performance on Standards  Both
Progress Toward Student Learning Goal(s)  Describe current level of progress and feedback. Attach additional pages as needed.
Progress Toward Professional Practice Goal(s)
Describe current level of progress. Attach additional pages as needed.

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

## ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Formative Assessment Report Form



Educator—Name/Title:			
	n Each Standard ek. Attach additional pages as needed.		
I: Curriculum, Planning, & Assessment			
II: Teaching All Students			
11. Teaching An 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:		

<sup>\*</sup> 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.

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

# ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Formative Evaluation Report Form



Educator—Name/Title:
Primary Evaluator—Name/Title:
Supervising Evaluator, if any—Name/Title/Role in evaluation:
School(s):
Assessing <sup>1</sup> :
Progress toward attaining goals Performance on Standards Both
Progress Toward Student Learning Goal(s)  Attach additional pages as needed.
Did not meet Some progress Progress Met Exceeded  Rationale, evidence, and feedback:
Progress Toward Professional Practice Goal(s)  Attach additional pages as needed.
Did not meet Some progress Progress Met Exceeded  Rationale, evidence, and feedback:

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

# ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Formative Evaluation Report Form



Educator—Name/Title:					
Evaluator is assigning sam				equired	
Evaluator is assigning ratings that differ from prior Summative Evaluation; comments are required  Rating on Each Standard					
I: Curriculum, Planning, & Assessment  Rationale, evidence, and fee	Unsatisfactory	☐ Needs Improvement	Proficient	☐ Exemplary	
II: Teaching All Students Rationale, evidence, and fee	Unsatisfactory	Needs Improvement	Proficient	☐ Exemplary	
III: Family/Community Engagement  Rationale, evidence, and fee	Unsatisfactory	☐ Needs Improvement	Proficient	Exemplary	
IV: Professional Culture Rationale, evidence, and fee	Unsatisfactory	Needs Improvement	Proficient	☐ Exemplary	

# ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Formative Evaluation Report Form



Educator—Name/Title:				
<ul> <li>□ Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed</li> <li>□ Evaluator is assigning ratings that differ from prior Summative Evaluation; comments required</li> </ul>				
Overall Performance Rating				
Unsatisfactory Needs Improvement Proficient Exemplar Rationale, evidence, and feedback:	у			
Plan Moving Forward				
Self-Directed Directed Improvement Developing Educ Growth Plan Growth Plan Plan Plan	eator			
The educator shall have the opportunity to respond in writing to the formative evaluation as per 603 CMR 35.06(5)(c) on the Educator Response Form.				
Signature of EvaluatorDate 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.

# ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL 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 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:				
Progress Toward Professional Practice Goal(s)				
Attach additional pages as needed.    Did not meet				

# ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Summative Evaluation Report Form



Educator—Name/Title: **Rating on Each Standard** I: Curriculum, Planning, Needs Exemplary & Assessment Unsatisfactory **Improvement Proficient** Rationale, evidence, and feedback: II: Teaching All Needs Exemplary **Students** Unsatisfactory **Proficient** Improvement Rationale, evidence, and feedback: Needs III: Family/Community Exemplary **Proficient Engagement** Unsatisfactory Improvement Rationale, evidence, and feedback: Needs IV: Professional Exemplary Culture Unsatisfactory Improvement **Proficient** Rationale, evidence, and feedback:



# ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Summative Evaluation Report Form



Educator—Name/Title:			
	Overall Pe	rformance Rating	
Unsatisfactory	☐ Needs Improvement	ent Proficie	nt Exemplary
Rationale, evidence, and	feedback:		
	Plan Mo	oving Forward	
Self-Directed Growth Plan	Directed Growth Plan	☐ Improvement Plan	Developing Educator
The educator shall have 603 CMR 35.06(6) on the			summative evaluation as per
Signature of Evaluator _		Date Completed	: <u> </u>

\* 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.



# ESSEX AGRICULTURAL & TECHNICAL HIGH SCHOOL Educator Response Form



Educator—Name/Title:	Educator—Name/Title:			
Primary Evaluator—Name/Title:				
	upervising 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	e			
Attach additional pages as				
Signature of Educator	Date			
Signature of Evaluator	Date			
Attachment(s) included				



# APPENDIX G

APPENDIX G: Teacher Rubric







### Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

#### Structure of the Teacher Rubric

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

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

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

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

#### How to reference parts of the rubric:

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

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

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





# Standards and Indicators of Effective Teaching Practice: Teacher Rubric

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

Indicator I-A. Curriculum and Planning: Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.

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

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 higherorder 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.

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.

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

**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.

		3 - 7 - 7 - 7	,	
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.

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.

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

	arvorco backgrounde, identifico, en en grie, and en anongoo 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.

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

	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.

**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	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 I	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.		

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

differences.

**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.

# 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	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.	

Indicator I	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	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.	

Indicator IV	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.	

#### APPENDIX H

# APPENDIX H: Specialized Instructional Support Personnel (SISP) Rubric

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





### Standards and Indicators of Effective Teaching Practice: SISP Rubric

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

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



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

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

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



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

Note: The SISP rubric is designed to have close alignment with the teacher rubric to emphasize commonalities across educators. Please see Appendix E addressing "Role-Specific Indicators" for additional guidance and samples of how to strategically supplement this rubric to further differentiate by role. How to reference parts of the rubric: Indicator terminology: under the "Teaching All Students" Standard (II), the "Instruction Indicator" (A) can be referred to as Indicator II-A Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as Element II-A-2

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

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.

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary

1-A-3 Plan Development <sup>10</sup>	Develops or contributes to the development of plans that are not timely and/or not tailored to the needs of individual students; or, plans do not include appropriate supports or measurable outcomes that would enable students to meet the goals and objectives of the plan.	Develops or contributes to the timely development of plans that respond to some but not all relevant individual student needs, and/or plans that lack sufficient measurable outcomes or supports that enable students to meet all goals and objectives of the plan.	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.

<sup>10</sup> "Plan" is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCPs), Career Plans, and 504 Plans. The type of plan that an educator is responsible for depends on the educator being evaluated; both the educator and evaluator should understand and agree upon the definition relevant to the educator's role.

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.

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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.



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.



**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.



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.



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.



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.

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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.



**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	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 I	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.	

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.

**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.

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



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

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

Indicator IV	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. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-2. Consultation	Regularly provides inappropriate advice; does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and/or fails to offer advice when appropriate.	Provides advice and expertise to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for only some students for whom responsibility is shared, or sometimes provides advice that is inappropriate or poorly customized.	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.



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

Indicator IV	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 school-wide 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.	



Indicator IV	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.



# APPENDIX I

APPENDIX I: <u>Setting SMART Goals</u>



### Appendix I: Setting SMART Goals<sup>11</sup>

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

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

S = Specific and Strategic

M = Measurable A = Action Oriented

**R** = **R**igorous, **R**ealistic, and **R**esults-Focused (**the 3 Rs**)

T = Timed and Tracked

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

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

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

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

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

It's Specific and Strategic = 10 pounds, 1 mile

It's **M**easurable = pounds, miles

It's Action-oriented = lose, run

It's got the 3 Rs = weight loss and running distance

It's Timed = 10 weeks

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

#### **Key Actions**

Reduce my daily calorie intake to fewer than 1,200 calories for each of 10 weeks.

- Walk 15 minutes per day; increase my time by 5 minutes per week for the next 4 weeks.
- Starting in week 5, run and walk in intervals for 30 minutes, increasing the proportion of time spent running instead of walking until I can run a mile, non-stop, by the end of week 10.

#### Benchmarks:

For process, maintaining a daily record of calorie intake and exercise

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



For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6lbs/.2 mi; 8 wks: 8 lbs/.4 miles)

#### **S** = Specific and Strategic

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

#### M = Measurable

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

#### **A = Action Oriented**

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

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

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

#### T = Timed

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



### APPENDIX J

# SIGNATURE PAGE

IN WITNESS WHEREOF the Parties have executed this agreement by duly authorized representatives in Hathorne Massachusetts on thisday of, 2013.	
BOARD OF TRUSTEES OF THE ESSEX AGRICULTURAL AND TECHNICAL HIGH SCHOOL	ESSEX AGRICULTURAL AND TECHNICAL HIGH SCHOOL HATHORNE FEDERATION OF TEACHERS, LOCAL 1269
Joseph Edwards, Chair	Joyce Kimani, President
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