

**AGREEMENT**

**Between**

**NORTHSHORE EDUCATION CONSORTIUM  
BOARD OF DIRECTORS**

**And The**

**NORTHSHORE EDUCATION CONSORTIUM EMPLOYEE FEDERATION  
LOCAL 4923, AFT MASSACHUSETTS, AFL-CIO**

**PROFESSIONAL and PARAPROFESSIONAL UNITS**

**Effective September 1, 2013 - Expiring August 31, 2014**

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## PREAMBLE

1. This agreement entered into this 11<sup>th</sup> day of December, 2013 between the Board of Directors of the Northshore Education Consortium, herein after called the Board or the Consortium, and the Northshore Education Consortium Employees Federation, Local 4293, American Federation of Teachers Massachusetts (AFT MA), AFL-CIO, hereinafter called the Federation, and reduced to writing as follows:

1.1 All terms and provisions of the predecessor Collective Bargaining Agreement that was in effect from September 1, 2012 to August 31, 2013 except to the extent modified by this Memorandum of Agreement, will be carried over intact into the successor Collective Bargaining Agreement which shall be effective for the one (1) year period from September 1, 2013 to August 31, 2014.

1.2 All References to dates in the successor Collective Bargaining Agreement shall be changed to reflect the term of the successor Agreement unless otherwise provided for in this document.

## ARTICLE I: FEDERATION RECOGNITION AND DEFINITIONS

### 2. FEDERATION RECOGNITION

2.1 The Northshore Education Consortium Board recognizes the Northshore Education Consortium Employees Federation, Local 4293, AFT MA, AFL-CIO as the exclusive bargaining representative for all those persons in Bargaining Unit A (Professional) and all those persons in Bargaining Unit B (Certified Medical Professionals and Paraprofessionals) excluding all managerial and confidential employees and other employees.

### 3. DEFINITIONS

3.1 The term “*employee*” as used in this Agreement means a person employed by the Board in the bargaining units as described in Article I.

3.2 The term “*Federation Representative*” as used in this Agreement means the Federation building representative or other qualified designee of the Federation.

3.3 Whenever a personal pronoun as used in this Agreement such pronoun shall be understood to apply equally to both male and female members of the bargaining units.

3.4 The term “*Board*” as used in this Agreement refers to the Board of Directors of the Northshore Education Consortium.

3.5 The term “*Federation*” as used in this Agreement refers to the Northshore Education Consortium Employees Federation, Local 4293, AFT MA, AFL-CIO.

3.6 The term “*parties*” as used in this Agreement refers to the Board and Federation as participants in this Agreement.

3.7 The term “*Executive Director*” as used in this Agreement means the administrative head of the Northshore Education Consortium.

3.8 The term “*full-time*” for Unit A (Professional Employees), is defined as 2/3 of a full-time position.

3.9 The term “*full-time*” for Unit B (Certified Medical Professionals, Specialist, and Paraprofessional) employees, is defined as twenty-three (23) hours per week.

3.10 “*Certified Medical Professionals*” are those employees who are certified as: *Licensed Practical Nurses, Certified Occupational Therapy Assistants, Physical Therapy Assistants, and Speech and Language Assistants.*

3.11 “*Specialists*” are those employees in the positions of *Case Managers, Behavior Specialist*, and other positions mutually agreed upon by the Executive Director and the Federation President.

3.12 A “*Temporary Employee*” is an individual that fills a position that the Consortium believes, in good faith, will last no longer than forty-five (45) work days. *Temporary Employees* are not part of the bargaining units covered by this Agreement, however, if a *Temporary Employee* becomes *Interim* or *Permanent*, then his/her date of hire shall be the date hired as a *Temporary Employee*, and all benefits shall accrue retroactively to this date of hire.

3.13 An “*Interim Employee*” is an individual that fills a position for more than forty-five (45) days but not past the end of the current school year, with a specific expected end date. *Interim Employees* are part of the bargaining units covered by this Agreement.

3.14 A “*Permanent Employee*” is an individual that fills a position that will last at least one (1) year or into the next school year. *Permanent Employees* are part of the bargaining units covered by this Agreement.

3.15 A “*Substitute Employee*” is an individual who fills in for another employee who is currently unable to work. *Substitute Employees* are not part of the bargaining units covered by this Agreement.

## ARTICLE II: MANAGEMENT RIGHTS

4. Subject only and only to the extent that an express provision of this Agreement specifically limits the rights or discretion of the Board, all rights, functions, and prerogatives, of the Board formerly exercised or exercisable by the Board remain exclusively in the Board. These rights whether exercised or not, include, without being limited to, all rights and powers given to the Board by law, the right to operate, manage and control the Consortium and its activities and to direct the work of its employees and the use of its properties, facilities and equipment; to determine the hours, schedules and assignments of work and work tasks; the right to establish, change or discontinue duties including the right to introduce, change, or discontinue methods, facilities, operations, processes, services and techniques; to require reasonable standards of performance and the maintenance of discipline, order and efficiency; to determine educational and professional standards, operations, and other policies; to determine methods and procedures and to direct employees; to determine employee competency, and the assignment of work; the right to obtain from any source and to contract and subcontract for materials, services, supplies and equipment; provided, however, that any decision to contract services

that would affect bargaining unit employees, the Board agrees to bargain the impact of such a decision with the Federation; to establish or change any form of employee benefits in excess of, or in addition to, those provided by this Agreement, the right to select, hire, suspend, evaluate, transfer, promote and demote employees consistently with this Agreement; the right to discharge or otherwise discipline employees; the right to lay off employees for lack of work or for other reasons; the right to promulgate and enforce rules relating to policies, operations, and safety measures; the right to discuss terms and conditions of employment directly with employees and to inform them directly concerning employment matters; and in the event of an emergency, the right to require reasonable overtime work, and the right to have that work performed by members of the bargaining unit and all other rights pertaining to the operation or management of the Consortium.

### ARTICLE III: SALARY AND COMPENSATION

#### 5. BASIC SALARY SCHEDULE

5.1 Bargaining unit employees shall be compensated in accordance with the compensation plans of Appendix A and Appendix B.

5.2 Consortium employees whose services are deployed in or used by member school systems are to be considered Consortium employees.

5.3 Certified Medical Professionals and Specialists shall be assigned to duties consistent with their certification and shall be entitled to be compensated on the Certified Medical Professional pay scale.

#### 6. PLACEMENT ON THE SALARY SCHEDULE

6.1 Upon recommendation of the Executive Director, the Consortium Board will finalize the initial salary placement/rate of Consortium employees. Staff members may be given credit upon initial employment for previous full time, equivalent experience in either the public or private employment at the discretion of the Executive Director. This Section shall not be subject to the grievance and/or arbitration procedure.

6.2 Subject to the conditions contained in this Section, normal progression on the appropriate salary scale shall be one (1) step for completion of each additional year of continuous service to the Consortium. Such changes shall only be made in September and a minimum of ninety-two (92) days service before September 1 shall be the basis for computing a year of service. The Consortium Board reserves the right to withhold any progression on the salary scale for unsatisfactory work performance, as reflected in the employee's evaluation.

6.3 All professional staff shall be appropriately certified or licensed or otherwise approved to the extent required by law, regulation, or policies of the Department of Education or other governing state or federal agency.

6.4 All Registered Nurses shall be placed on the scale at the discretion of management. The decision to place a Registered Nurse on this scale shall not be subject to the grievance and/or arbitration procedure. Head Nurses shall be paid on the Teacher's scale (see Appendix A-1).

6.5 Only those employees who perform supervisory roles within the following positions shall receive an annual stipend. Those positions are: Physical Therapist, Occupational Therapist, Speech Therapist, Vision Therapist, Home Trainer, Clinical Director, and Nurses. Said stipends will be paid in accordance with the following schedule:

INDIVIDUALS SUPERVISED	2010 - 2011	2011 - 2012
1-5	\$1,000	\$1,150
6-10	\$1,200	\$1,350
11-15	\$1,400	\$1,550
16+	\$1,600	\$1,750

The aforementioned stipends are to be paid on an annual basis and shall be based upon the number of employees the supervisor has reporting to him/her as of November 1<sup>st</sup> of that school year. No employee will receive more than one of the above referenced stipends in any given year.

6.6 Head Teachers and Curriculum and Instruction Coordinator shall receive a stipend of \$1,500; effective September 1, 2011 the stipend shall be \$1,650 per year.

6.7 Mentors shall receive \$400 per year and will follow Induction Program Guidelines.

6.8 Registered Nurses other than Head Nurses, with a Bachelor's Degree or higher shall receive a yearly stipend of \$750.

## 7. INCREMENTS FOR ADVANCED CREDIT

7.1 Subject to the conditions contained in this Agreement, changes in a professional's salary through the attainment of credits recognized on the salary schedule shall be made on September 1<sup>st</sup> and February 1<sup>st</sup> of each school year. In order to obtain increments, Teachers or Therapists must notify the Executive Director and provide documentation to the Executive Director's satisfaction that they have obtained appropriate credits in a relevant field from an accredited school or university.

7.2 With respect to advanced credit, graduate level credits are subject to the Executive Director's approval and must be relevant to the employee's field. Employees must provide documentation to the Executive Director's satisfaction that they have obtained a grade of "B" or better in graduate level courses relevant to their field.

7.3 With respect to advanced credit for Masters Plus 15, Masters Plus 30, and Masters Plus 45 graduate level credits are subject to the Executive Director's approval and must be relevant to their field. These credits must have earned a grade "B" or better.

## 8. METHOD OF PAYMENT

8.1 Full-time professionals, hired before February 1<sup>st</sup>, and working through the end of the school year, will be paid through August 31<sup>st</sup>.

8.2 All employees are paid twice monthly. Checks shall be issued on the 15<sup>th</sup> and 30<sup>th</sup> of the appropriate months.

8.3 Unit A employees and Specialists shall receive twenty-six (26) equal bi-weekly payments from September 15th to August 31st of each school year. Effective with the start of the 2014-2015 school year other Unit B employees shall have the option of twenty-two (22) or twenty-six (26) equal bi-weekly payments from September 15th to August 31st respectively. A Unit B employee may elect to have their salary/wages deferred and paid in twenty-six (26) equal bi-weekly installments. Such voluntary election shall be made no later than June 30th of each year for the following school-year, or within two (2) weeks of an employee's date of hire, using the Payroll Deferral Form mutually agreed to by the parties attached hereto, and made a part hereof as Appendix K. A Unit B employee who currently receives their salary/wages over twenty-two (22) bi-weekly installments shall experience no change, unless the employee elects to START the deferral using the Payroll Deferral Form. Once an employee has voluntarily elected to have their salary/wages deferred and paid in twenty-six (26) equal bi-weekly installments, such election shall remain in effect for the remainder of the school-year for which such election has been made, and will continue thereafter from year to year, unless the employee elects to STOP the deferral, using the Payroll Deferral Form. All payroll deductions shall be deducted from an employee's payroll based on the equal number of bi-weekly installments elected by the employee. If an employee leaves or dies during the school year, he/she or his/her estate shall be entitled to any compensation earned, but not yet paid to the employee.

8.4 Notwithstanding the above, employees in either Unit A or Unit B except Specialists who work less than a full school year shall have their pay prorated according to the 1/185 method for each day worked. Specialists who work less than a full work year shall have their pay prorated according to the 1/215 method for each day worked.

8.5 Reimbursement vouchers must be submitted to the Business Office for payment no later than the fifteenth (15<sup>th</sup>) day of the month and shall be issued as a separate check on the last day of the month, or the thirtieth (30<sup>th</sup>) day of the month, whichever is sooner.

8.6 All materials, supplies, equipment, keys and other goods must be returned prior to issuing the final check of the year.

## 9. SUBSTITUTE PAY

9.1 A Paraprofessional or Specialist who substitutes for a Teacher, or a Paraprofessional who substitutes for a Specialist, shall receive the amount of the first step of that pay scale or their current pay, whichever is greater, starting the fourth (4<sup>th</sup>) consecutive day of substitution.

9.2 A Float Nurse substituting for the Head Nurse shall receive an additional \$100 per day starting on the fourth (4<sup>th</sup>) consecutive day of substitution.

9.3 The Consortium shall make every effort to hire a substitute for absent Teachers, Paraprofessionals, and Nurses.

#### 10. TRANSPORTATION ALLOWANCE AND CELL PHONE REIMBURSEMENT

10.1 Transportation Allowance. Employees required by the Executive Director or his/her designee to drive their private automobile for work related duties will be allowed a transportation allowance equal to that used by the Internal Revenue Service (IRS) on the preceding September 1<sup>st</sup>.

10.2 Employees shall be reimbursed for necessary parking expenses provided that parking receipts are submitted together with completed forms which are available in the Business Office. Forms must be submitted by the fifteenth (15<sup>th</sup>) day of each month.

10.3 Except as provided in the Consortium's Transportation Policy, the Consortium does not authorize nor require employees to transport any student, client or ward of the state in his/her own automobile.

10.4 Cell Phone Reimbursement. An employee who provides itinerant services on behalf of the Consortium as a Vision Therapist, Mobility Specialist, Community Resource Coordinator, Home Trainer, or other position as determined by the Executive Director, and who uses his/her own cell phone to perform official duties shall be reimbursed at the rate of twenty-five dollars (\$25) per month. Reimbursement for employees who work or travel less than full-time shall be pro-rated.

10.5 An employee's eligibility for reimbursement shall be subject to the discretion of the Executive Director, provided such discretion is not exercised in an arbitrary or capricious manner.

10.6 Payment for cell phone reimbursement to eligible employee's shall be made to coincide with the last pay period of each month provided the employee has supplied documentation acceptable to the Executive Director.

#### 11. IN-SERVICE PAYMENT

11.1 All members of Unit A required to attend mandatory in-service programs held beyond their normal work hours shall be paid twenty-five dollars (\$25) per hour.

11.2 Management has the option to offer compensatory time in lieu of payment but such compensatory time must be mutually agreed to by both the employee and the supervisor.

#### 12. LONGEVITY

12.1 Employees shall receive the following longevity payment. Longevity checks shall be paid by December 15<sup>th</sup> for the period ending the previous school year. Longevity payments for part-time employees will be prorated.



# YEARS	2010 - 2011	2011 - 2012
10	\$850	\$950
15	\$1,325	\$1,425
20	\$1,600	\$1,700
25	\$2,000	\$2,100
30	\$2,500	\$2,600

#### ARTICLE IV: BENEFITS

##### 13. HEALTH INSURANCE

13.1 Eligibility for benefits, except where indicated, shall apply to only full-time employees. "Full-time employees" are defined as follows: Professional employees – two-thirds (2/3) of a full-time position. Non-Professional employees – 23 hours per week.

13.2 Any employee working less than the number of hours defined above, who is currently receiving health insurance benefits, shall continue to receive health insurance benefits.

13.3 Any employee reduced to part-time employment, at the discretion of management, after the signing of this Agreement shall continue to participate in the health insurance plan.

13.4 If an employee elects to participate in a Consortium sponsored health insurance plan, the employer will contribute eighty percent (80%) of the monthly premium of its primary health insurance carrier, chosen at the discretion of the Consortium, and the employee will contribute twenty percent (20%) thereof. The employer will allocate the same dollar amount which it contributes to its primary health insurance carrier toward any of the health insurance plans and/or health maintenance organizations it decides to offer to its employees and the employees shall contribute any and all additional amounts.

13.5 Coverage under 13.4 shall remain in effect to the last day of the month in which the employee terminates.

13.6 Full-time Paraprofessionals who begin their employment as a Paraprofessional with the Consortium before March 1<sup>st</sup> of a particular school year, and who work through the end of the school year, shall be eligible for continuation of their health insurance through the summer recess. Full-time Paraprofessionals who begin their employment on or after March 1<sup>st</sup> of a particular school year, and who work through the end of the school year, shall be covered through July 31<sup>st</sup> of that year.

13.7 A Paraprofessional who does not return to work for the next school year shall repay to the Consortium the amount of the Consortium's contribution to his/her health insurance for the summer months with twelve percent (12%) interest due and payable by that October 1<sup>st</sup>.

#### 13.8 HEALTH INSURANCE POLICY FOR RETIREES

13.8.1 Employees must have worked for the Consortium for ten (10) years, and be formally retired from the Massachusetts Retirement System.

13.8.2 Effective 7/1/2006, employee must be at least age fifty-five (55) upon retirement.

13.8.3 Employee who has not taken health insurance while employed at the Consortium will be eligible for health insurance if they notify the Executive Director six (6) months before retirement.

13.8.4 The Consortium will cover fifty percent (50%) of health insurance costs for the retiree until Medicare eligibility.

13.8.5 The Consortium will cover fifty percent (50%) of health insurance costs for either a Family or Individual plan.

13.8.6 The Consortium will cover fifty percent (50%) of health insurance costs for retirees who are not eligible for Medicare until their death. Non-Medicare eligible retirees must submit upon request evidence to the Consortium that they are not Medicare eligible.

13.8.7 Retiree may petition the Consortium for coverage upon a qualifying event (loss of coverage previously carried by a spouse).

13.8.8 Spouse will be eligible for benefits upon death of the retiree if married to the employee at the time of retirement.

13.8.9 The Consortium will offer a Medicare Supplemental Plan to which retirees may belong of which fifty percent (50%) of the cost will be paid by the Consortium.

13.9 An Ad Hoc Union/Management Committee shall investigate dental and vision plans and shall return to the parties with their findings for further discussion and negotiation.

#### 14. LIFE INSURANCE

14.1 A \$10,000 life insurance policy is offered to full-time employees.

#### 15. WORKER'S COMPENSATION

15.1 Employees are covered by the provisions of the Massachusetts Worker's Compensation Act, General Laws of the Commonwealth, Chapter 152.

16. TAX SHELTERED ANNUITIES

16.1 So as to provide for a non-forfeitable tax sheltered annuity payable upon retirement or termination of employment, an employee may contact with the Consortium for the purchase of an annuity pursuant to the provision of the General Laws of Massachusetts as part of his or her employment compensation. Such contract shall specify the premiums to be paid toward the annuity, the method and form of payroll deduction or other form of payment.

16.2 Eligible employees and the Federation shall indemnify and save the Consortium harmless against all claims, demands, suits or other forms of liability which may arise by reason of action taken or omitted by the Consortium or by any other person, corporation, agency or entity pursuant to this Article.

16.3 Lincoln Investments shall be the vendor for all 403(b) participants except for those grandfathered into Vanguard Plan in 2009. The parties agree to discuss other investment strategies if the Federation can demonstrate that other viable, lower cost options can be put into operation.

17. COMMITTEES AND EMPLOYEE INPUT

17.1 During the 2010-2011 school year, the Consortium will develop and promulgate clear policies and/or procedures related to job posting; completion of time sheets; access and ordering of supplies and materials and any other areas which management and staff identify as currently confusing and problematic. In addition, policies, procedures, and/or guidelines should be developed and/or clarified regarding programmatic areas related to student safety (e.g. access and use of time out areas), staffing of classrooms and other programs related to staff mediation and a process for the review of any specific school safety concerns. The Executive Director is charged with the development of this process with on-going input from staff and the Federation, and shall make a good faith effort to complete the process no later than August 30, 2011. The Federation's participation and/or input into this process does not affect, satisfy or fulfill either parties' collective bargaining rights or obligations.

17.2 The Executive Director shall establish by November 1, 2010 an Ad Hoc Committee of staff at the Kevin O'Grady School to advise regarding the implementation of changes in the Wednesday schedule at the Kevin O'Grady School beginning in the 2011-2012 school year. The Committee shall remain in place during the 2011-2012 school to assess the successful implementation of the schedule changes and make any necessary adjustments. The Committee shall advise in such areas as the use of space, access to computers and other important supplies and materials, and/or other relevant issues as part of this change. The Federation's participation and/or input in this Committee does not affect, satisfy or fulfill either parties' collective bargaining rights or obligations.

17.3 During the 2011-2012 school year, the Consortium shall establish a Committee to review current job descriptions with the goal of updating them or creating new descriptions as appropriate. The Federation shall be represented on the Committee. The Executive Director shall form the Committee no later than September 30, 2011, and shall make a good faith effort to complete the work no later than August 30, 2012. The Federation's participation and/or input does not affect, satisfy, or fulfill either parties' collective bargaining rights or obligations.

18. PRE-TAX BENEFITS

18.1 The Consortium agrees to continue to provide access to the Northshore Education Consortium Cafeteria Plan, a program which enables employees to take advantage of pre-tax dollars for dependent care and medical expenses, as detailed in the Summary Plan Description.

ARTICLE V: LEAVES OF ABSENCE

19. SICK LEAVE

19.1 All employees agree that absences are not beneficial to the educational process and, therefore, must be limited to a minimum.

19.2 All full-time employees shall accrue sick leave at the rate of one and one-half (1.5) days per month. Sick Leave shall be earned and credited to the employee at the beginning of each calendar month of work.

19.3 Effective with the signing of this Agreement, all Sick Leave not utilized during the school year in which it was granted may be accumulated up to a maximum of one hundred and twenty-five (125) days.

19.4 An employee must notify the Consortium as soon as possible if he/she expects to be absent from work because of personal illness. For planning purposes, employees shall keep the Consortium informed of the probable length of time of the absence on a regular basis.

19.5 After a serious illness, accident, or operation, the employee must present a written statement of fitness from his/her physician before returning to work. A serious illness, accident, or operation is defined as any incident of the aforementioned that requires absence from work for ten (10) or more consecutive days.

19.6 In cases of suspected abuse, the Executive Director shall inform the employee of his suspicions of abuse. In a subsequent instance of suspected abuse, the Executive Director may require evidence, such as a Doctor's Certificate, of the employee's illness.

19.7 SICK LEAVE BANK

19.7.1 Bank Organization. The parties' to this Agreement agree to continue the Sick Leave Bank (Bank). Employees who desire to do so may participate in the Bank, and only Bank members may draw from the Bank. Participation shall be voluntary, but membership shall require an initial contribution of two (2) days of Sick Leave by October 1<sup>st</sup> of any school year. New employees may join the Bank within thirty (30) days of employment, and must contribute their two (2) days of sick leave within ninety (90) days of joining the Sick Leave Bank. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee, hereafter called the SLBC, composed of two (2) members designated by the Executive Director and two (2) members designated by the Federation. The SLBC shall determine the eligibility of employees requesting days from the Bank, and the amount, if any, of days to be granted. The decision of the SLBC with respect to eligibility and entitlement shall be final and binding and not be subject to the grievance and arbitration provisions of this Agreement. Bank days unused in any school year shall be carried over to the next school year.

19.7.2 Conditions for Bank Use. Employees, having exhausted their personal Sick Leave shall draw upon the Bank as needed for extended illness on the terms and conditions set forth herein. An “extended illness” for the purposes of this Section, is an illness requiring absence from work for fifteen (15) or more consecutive days. Application for use of Sick Leave from the Bank shall be made in writing to the SLBC. An employee seeking Sick Leave from the Bank shall provide documentation from a licensed Health Care Provider showing the nature of the employee’s illness or condition, and the employee’s need for sick leave from the Bank.

19.7.3 Maximum Usage of Leave From Bank. After an employee draws fifteen (15) days of Sick Leave from the Bank, his/her request for additional Sick Leave will be reviewed pursuant to Section 19.7.4, below. Employees may not request more than fifteen (15) days of Sick Leave at any one time. No employee may use more than one hundred and ten (110) days of Sick Leave from the Bank for a single illness or a single period of illness.

19.7.4 Administration of Bank. Time shall be granted by the SLBC only after review of information provided pursuant to Section 19.7.2. Employees shall hold the SLBC harmless with respect to all good faith decisions to grant or to deny the use of days of Sick Leave from the Bank.

19.7.5 Re-Seeding of Bank. Any time that the total number of days in the Bank is reduced to one hundred (100) days, any employee wishing to continue participation in the Bank shall contribute one (1) additional day; but in no event shall any member of the Bank be asked to contribute more than two (2) additional days in any school year. Any employee who is a member of the Bank who declines to contribute additional time to the Bank as set forth in Section 19.7.5, above, shall be deemed to have opted out of the Bank. Such employee shall not be eligible for membership in the Bank until the next open enrollment period as set forth in Section 19.7.1, above. In the event a participating member has no accumulated or annual sick leave at the time of said assessment, then that member shall be assessed the number of days of Sick Leave owed to the Bank on the following September 1<sup>st</sup>.

## 20. PERSONAL LEAVE

20.1 All full-time employees in their first three (3) years of employment shall receive two (2) days Personal Leave. Full-time employees in years four (4) and above of employment shall receive three (3) days of Personal Leave per year.

20.2 Such personal activity shall include court appearances, real estate transactions, tax audits, illness in the immediate family, commencement of the employee or the employee’s children, emergency requiring immediate attention of the employee, religious holidays and any other reason approved by the employee’s Program Director. Except for those situations similar to the above, Personal Leave may not be taken either before or after a school vacation or holiday. Personal Leave may not be used to extend holidays or vacation.

20.3 Requests for Personal Leave with generic reason provided (medical, legal, religious, family, other) must be submitted to the employee’s Program Director for approval using the Absent from Work Form found in Appendix F. A Program Director may seek additional information for the “other” category. When applicable, teachers or supervisors will receive notice of Personal Leave requests. Whenever possible, Personal Leave requests shall be submitted forty-eight (48) hours in advance. Final approval by the Executive Director is required.

20.4 Personal Leave will not be unreasonably denied. If an employee believes that a request has been unreasonably denied by his/her Program Director, the employee can appeal the decision to the Executive Director.

20.5 Any unused days of Personal Leave shall convert to an equal number of days of Sick Leave in the following school year.

20.6 The granting and scheduling of Personal Leave shall be at the sole discretion of the Executive Director.

## 21. BEREAVEMENT LEAVE

21.1 All full-time employees shall receive a paid leave of absence, not to exceed five (5) work days, in the event of the death of a member of the employees immediate family. "Immediate Family" means the employee's parent, spouse, sister, brother, grandparent, grandchild, child (including any person for whom the employee is or was the legal guardian), son-in-law, daughter-in-law, domestic partner, or spouse's parent.

21.2 One (1) day of Bereavement Leave, without loss of pay, shall be granted to employees upon the death of an employee's aunt, uncle, niece, or nephew. Requests for leave under this Section will be made using the Absent From Work Form found in Appendix F.

## 22. EDUCATIONAL LEAVE

22.1 An Educational Leave of absence with pay, for up to three (3) days, may be granted to full-time employees with the approval of the Executive Director, to enable employees to visit other school programs or attend approved educational meetings or conferences. Written reports, if requested, shall be submitted. Educational meetings or conferences that are required by the Executive Director shall not be considered educational leaves of absence for the purpose of this Article. Requests for leave under this Section will be made using the Absent From Work Form found in Appendix F.

22.2 The Consortium shall make available a Professional Development Fund to employees to access as follows:

22.2.1 Each September, the Consortium shall add no less than \$23,000 to the Fund to be distributed for the contract year, by term. Any unused funds in a term shall roll over to the following term. Any unused funds after the last term shall roll over to the following year and be distributed by term as outlined below.

22.2.2 Employees shall have access to up to \$250 per conference or higher education course. In order to be eligible for reimbursement from the Fund, employees must obtain written approval from the Executive Director prior to attending the conference or course. The Executive Director shall approve no more than one (1) higher education course per employee per contract year.

22.2.3 The terms, dates, split of the annual amount available and the applicable deadlines are as follows:

TERM	DATES	SPLIT	DEADLINE
FALL	Sept – Jan	50%	August 1 <sup>st</sup>
SPRING	Feb – June	50%	January 5 <sup>th</sup>

22.2.4 On the day after the deadline of each term, funding shall be determined by sorting the requests: first, by time since last funding (or date of employment if never funded); then by date and time of application. (The request with longest time since funding and earliest application gets first priority.) For purposes of determining the order of applications by time and date, the Executive Director or his/her designee shall time and date stamp all applications.

22.2.5 Second applications by individuals in one term shall be funded, if funds are available for that term, after funding all first applications and in the order described in 22.2.4 above. Additional applications shall be funded as well, if funds are available.

22.2.6 If funds for a particular term are still available after the deadline, employees who submit applications after the deadline shall be reimbursed in order of the date and time of application.

## 23. PARENTAL LEAVE

23.1 A Parental Leave of absence without pay for up to one (1) school year may be granted to an employee who has been employed by the Consortium on a full-time basis for three (3) consecutive months and who has given birth, whose spouse or domestic partner has given birth, or who has adopted a child. An employee who is pregnant may remain in active service until the termination of the pregnancy, provided that, and the end of the third (3<sup>rd</sup>) month, a letter is submitted to the Executive Director or his/her designee from the employee's physician certifying that the employee is fit to continue in her current position, indicating how long she may safely continue in active service, and stating the anticipated date of birth. At the end of the sixth (6<sup>th</sup>) month, a another letter must be submitted to the Executive Director or his/her designee from the employee's physician indicating how long she may safely continue her active employment.

23.2 A request for Parental Leave must be submitted in writing to the Executive Director at least thirty (30) calendar days before the requested departure date. Requests for leave under this Section will be made using the Absent From Work Form found in Appendix F.

23.3 The extent to which accrued sick leave shall be available to the same extent that sick leave is available to employees with other disabilities. The requirements of Article V, Section 19.4, shall apply to Parental Leave cases, except for the requirement of daily notice. Employees may use up to fifteen (15) days of their own accrued and unused sick leave for the first fifteen (15) days of Parental Leave. These days shall run concurrent with any other use of sick leave due to illness or disability.

23.4 A physician's letter certifying fitness to return shall be required before a formerly-pregnant employee may return to work.

23.5 An employee who wishes to take extended Parental Leave in excess of eight (8) weeks for the purpose of child rearing shall return to active employment at her discretion. An employee must provide

at least thirty (30) days' notice to the Executive Director of her anticipated date of departure and her anticipated date of return to work.

23.6 An employee on Parental Leave shall continue to accrue paid Sick Leave in accordance with Article V, Section 19, as long as she is in a pay status.

23.7 An employee on Parental Leave shall return to the Step on the Salary Scale which she held prior to the commencement of such leave as soon as she returns to full-time employment, unless she has completed ninety (90) days of service prior to July 1<sup>st</sup>, in which case she will return to the next higher Step on the Salary Scale.

23.8 It is expressly intended that leave addressed in this Section is intended to be in compliance with any rights and obligations required under the Federal Family Medical Leave Act, and the Massachusetts Maternity Leave statute. In the event there is a direct conflict, the statutes shall control.

#### 24. SICK LEAVE FOR TUBERCULOSIS AND COMMUNICABLE DISEASES

24.1 The Board shall grant leave to employees excluded from employment because of tuberculosis in an active state or other communicable disease, as required by the General Laws.

#### 25. LEGALLY OBLIGATED LEAVES

25.1 Leaves of absence for legally obligated court appearances, jury duty, and military service shall be granted to the extent provided by law. Requests for leave under this Section will be made using the Absent From Work Form found in Appendix F.

#### 26. FAMILY MEDICAL LEAVE

26.1 Pursuant to the Family Medical Leave Act (FMLA) of 1993, a full-time employee, who has completed one (1) year of service, is eligible for up to twelve (12) weeks of unpaid leave each contract year if:

26.1.1 The employee has a serious health condition documented by his/her physician which renders the employee unable to perform the essential functions of his/her job, or;

26.1.2 The employee is need to care for a spouse, child, mother, or father who has a serious health condition, or;

26.1.3 The birth or adoption of a child.

26.1.4 A request for FMLA leave must be made in writing thirty (30) days prior to the requested date of such leave if the situation warrants it. Requests for leave under this Section will be made using the Absent From Work Form found in Appendix F. Definitions and requirements under FMLA are found in FMLA Policy and at 29 CFR 825.000 et seq.

26.1.5 Leave taken pursuant to Section 26.1.3 above is not in addition to maternity leave granted under the Massachusetts Maternity Leave Act (MMLA), Massachusetts General Laws (MGL) Chapter 149, § 105D, but rather runs concurrently with such leave.



27. OTHER

27.1 The Executive Director with the approval of the Board may grant unpaid leaves of absence. Requests for leave under this Section will be made using the Absent From Work Form found in Appendix F. If the Executive Director grants a leave of absence to an employee beyond that mandated by this Agreement, such leave shall not in any way act as a precedent with respect to any subsequent employee requests for leaves of absence.

28. RETURN FROM LEAVE

28.1 Any employee returning from a leave of absence that exceeds eight (8) calendar weeks may be reassigned at the discretion of management to a different but equivalent position.

28.2 The parties further agree that employees who are granted leaves of absence by the Consortium which last until the end of the school year are not guaranteed that they will be returned to the same class (assignment) upon their return from leave. This results from the fact that such leaves create vacancies pursuant to Article X, Sections 78.1 and 78.2.

28.3 The parties further agree that where the Consortium grants a leave of absence to an employee of eight (8) calendar weeks or less and which concludes prior to the end of the school year, the employee is entitled to return to his/her same assignment upon conclusion of the leave.

ARTICLE VI: WORKING CONDITIONS

29. WORKLOAD

29.1 Relief from Non-Teaching Duties: Duties of employees shall exclude all non-professional duties such as sweeping or cleaning floors, emptying trash cans, and relocating classrooms and heavy equipment. Whenever it is in the control of the Consortium, these services shall be provided by custodial personnel.

29.2 Grade Reporting: At the beginning of the school year and/or thirty (30) days in advance, the Consortium will notify employees of the dates which reports and grades will be due, unless shorter notice is required by the circumstances.

29.3 Cooperating Teachers: Acceptance of a Teacher trainee shall be voluntary. Advance notice of the assignment of a trainee shall be provided. Cooperating Teachers shall accept whatever is offered by the college or university that the trainee attends.

29.4 Job Sharing: At the recommendation of the Executive Director, with the discretion of the Board, two (2) bargaining unit employees may share one (1) full-time position. Approval of such a request shall be upon such terms as the Board may direct. Denial of such assignment shall not be subject to the grievance and/or arbitration procedure.

## 29.5 Preparation Time:

29.5.1 Teachers at the Northshore Academy (NSA) Elementary and High School shall have two (2) forty-five (45) consecutive minutes of Preparation Time (PT) per week. The Federation acknowledges that in the event of an emergency, a student crisis, or another such unforeseen event, employees may be required to assist during their PT.

29.5.2 The Consortium shall schedule at least ten (10) half days per year for PT at the Kevin O'Grady (KOG) School. These may be used for mandatory in-service training sessions instead.

29.5.3 Effective beginning with the 2011-2012 school year, employees at the KOG School will receive the following PT (with appropriate coverage):

29.5.3.1 Teachers will receive at least one hundred and thirty-five (135) minutes per week, with at least two (2) forty-five (45) minute minimum blocks, and no block less than thirty (30) minutes; of the one hundred and thirty-five (135) minutes per week, forty-five (45) minutes is in common.

29.5.3.2 Paraprofessionals will receive at least forty-five (45) minutes per week, with no block less than thirty (30) minutes; in addition Paraprofessionals shall receive forty-five (45) minutes of common PT with their Teachers, every other week.

29.5.3.3 Therapists will continue to develop their schedules with the administration as is the current practice, to include common PT for assigned classes as their own preparation periods.

29.5.3.4 The PT above shall include Educational Team Meetings for at least ninety (90) minutes per month, with no block of time less than forty-five (45) minutes, and shall include Paraprofessionals for at least forty-five (45) minutes.

29.6 Release Time for MCAS Alternative Assessment Portfolios: Teachers may be released in order to properly complete MCAS Alternative Assessment Portfolios. A Teacher shall be released one (1) day for every six (6) strands or portion thereof, not including the first twenty-seven (27) strands each year. It is expected that every Teacher shall complete this work at his/her normal work location, unless otherwise authorized by his/her Program Director.

## 30. SCHOOL FACILITIES AND EQUIPMENT

30.1 Where such matters are within its control, the Consortium will make every effort to:

30.1.1 See that classes are held in properly heated, lighted, and ventilated classrooms, and that each classroom is equipped with the needed desks and chairs.

30.1.2 Take the physical needs of the students into consideration when assigning and equipping classrooms, and see to it that bathrooms are accessible where needed.

30.1.3 Prevent renovations, painting, and repairs for being carried out at times when they would interfere with the instructional program, or the reasonable comfort of employees and students.

30.1.4 Provide access to a Teacher's Lounge, if one exists.

30.1.5 Keep the grounds and each building clear of glass and other debris.

30.1.6 Provide Teachers access to a work area, if one exists, outside of the classroom, equipped with desks, chairs, and a telephone.

30.2 Therapists shall be provided with adequate office space in order to properly carry out their professional responsibilities

30.3 Professional magazines and periodicals shall be placed in the Teacher's Lounge in the main building.

30.4 Each site shall be inspected by the Fire Department and the Health Department, prior to occupancy.

30.5 All Teachers may be reimbursed each year for up to one hundred dollars (\$100) for miscellaneous out-of-pocket expenses related to setting up classrooms. Receipts must be submitted by October 1<sup>st</sup> of each year. This practice shall not impact monthly reimbursement for approved classroom or student related expenses.

30.6 Prior to the first day of school, the Consortium shall make every effort to equip all classrooms with the necessary furniture, equipment, educational materials, adaptive equipment, and appliances necessary to educate students.

### 31. EMPLOYEE DEVELOPMENT AND TRAINING

31.1 The Consortium agrees to encourage the development and training of employees in the following manner:

31.1.1 Allow for time schedule adjustments which facilitate the employees' educational advancement, at the discretion of the Executive Director.

31.1.2 Provide a diversified program of in-service training for all employees.

### 32. INFORMATION AT THE SCHOOL LEVEL

32.1 All circulars involving Consortium employees shall be made available to employees at each Program site where they work.

### 33. CALEDAR OF THE SCHOOL YEAR AND RESPONSIBILITIES

33.1 Length of the School Year. The length of the school year for employees (other than new employees who may be required to attend orientation meetings) shall normally begin on the Tuesday after Labor Day, and end one (1) day after the close of school. (See also Memorandum of Agreement Subject Pilot Study, Appendix C).

33.1.1 The normal term shall be one hundred and eighty-five (185) days. The 185<sup>th</sup> scheduled day will be devoted to Professional Development (PD). With six (6) months' notice to the Federation, the

Consortium has the option to divide the 185<sup>th</sup> day into four (4) equal parts, and schedule four (4) after school meetings of one hundred and five (105) minutes solely for the purpose of PD.

33.1.2 Additionally, with six (6) months' notice to the Federation, the Consortium has the option to divide the 184<sup>th</sup> day into four (4) equal parts to schedule additional after school PD meetings, or to divide the 184<sup>th</sup> day into a half day PD day and two (2) additional after school PD meetings.

33.1.3 The work day for Specialists shall be eight (8) hours. The work year for Specialists shall be two hundred and fifteen (215) days. The exact days to work shall be discussed between the Specialists and his/her Program Director. The Program Director having shall have final approval so long as that approval is not exercised in an arbitrary or capricious manner.

33.2 Length of the School Day. The length of the school day for Programs located in Public School facilities, shall be consistent with that of the building in which the Program is located.

33.3 Closing of Schools. Whenever schools are closed in a participating community, the Consortium Program in that community will also be closed.

33.4 Work Schedules. The Consortium shall make every effort to have all Professional employees work a thirty five (35) hour week. The parties agree that all employees maybe requested to attend one (1) after school meeting per month, not to exceed one (1) hour in duration. Employees at the NSA may be required to attend meetings totaling no more than seven (7) hours in any two (2) month period. Such meetings shall be for the purpose of parent conferences, assistance to students, school-wide open houses, and participation in staff meetings for administrative, instructional, or curriculum related purposes. The Recovery High School shall continue to work the 2006-2007 school year schedule for the other years covered by this Agreement. The Consortium agrees to negotiate the schedule for all new school programs with the Federation.

33.5 Extended School Year (ESY) Programs.

33.5.1 Effective with the 2012-2013 school year, if the Consortium operates ESY Programs for students during the summer months when school is normally not in session, all openings will be offered first to qualified members of the bargaining units covered by this agreement;

33.5.2 All employees who participate in ESY Programs shall be paid by-weekly beginning with the start of the program;

33.5.3 Compensation for ESY Programs shall be as follows:

33.5.3.1 Paraprofessional. A Paraprofessional (Para) whose current hourly rate of pay is Step 4 or below shall be compensated at \$18.00/hour and a Para whose current hourly rate of pay is above Step 4 shall be compensated at \$21.00/hour for all hours worked on an ESY Program.

33.5.3.2 Certified Medical Professional. A Certified Medical Professional (CMP) whose current hourly rate of pay is Step 4 or below shall be compensated at \$25.00/hour and a CMP whose current hourly rate of pay is above Step 4 shall be compensated at \$28.00/hour for all hours worked on an ESY Program.

33.5.3.3 Registered Nurse. A Registered Nurse (RN) whose current annual salary is Step 4 or below shall be compensated at \$31.00/hour and an RN whose current annual salary is above Step 4 shall be compensated at \$35.00/hour for all hours worked on an ESY Program.

33.5.3.4 Teacher, Therapist, or Head Nurse. A Teacher, Therapist, or Head Nurse whose annual salary is less than or equal to Masters Step 7 (M7) shall be compensated at \$38.00/hour and a Teacher, Therapist, or Head Nurse whose annual salary is greater than M7 shall be compensated at \$50.00/hour for all hours worked on an ESY Program.

33.5.3.5 Preparation Time/Set-Up Time. An employee who participates in an ESY Program shall be required to work, and shall receive compensation for, one (1) day of Preparation Time/Set-Up Time at the applicable rate and based upon the number of hours worked per day in the building where they are employed during the summer months. Compensation for Preparation Time/Set-Up Time shall be paid in the first bi-weekly check for the ESY Program.

33.5.3.6 Take-Down Time. A Teacher or Therapist who participates in an ESY Program shall be required to work, and shall receive compensation for, one (1) day of Take-Down Time at the applicable rate and based upon the number of hours worked per day in the building where they are employed during the summer months. Take-Down Time may be used to complete progress reports and shall be scheduled at the discretion of the Teacher/Therapist with compensation paid in the last bi-weekly check for the ESY Program.

33.5.3.7 Absences. An employee who is absent during an ESY Program in which they are employed during the summer months shall have an applicable amount of pay for said absence deducted from their bi-weekly pay.

#### 34. PERSONNEL FILES

34.1 A Personnel File for each employee shall be maintained in the following manner:

34.1.1 No material derogatory to an employee shall be placed in his/her Personnel File unless the employee is sent a dated copy at the same time. The employee shall have the right to submit a response to this statement, a copy of which shall be enclosed in the file.

34.1.2 Any employee of the Consortium may be permitted, by appointment, to inspect the contents of his/her Personnel File and comment on anything in that file, and to make copies of such contents as concerns his/her work and himself/herself at a cost of ten cents (\$.10) per page.

34.1.3 Official grievances filed by any employee under the Grievance Procedure as outlined in Article VII of this Agreement shall not be placed in an employee's Personnel File; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

#### 35. PROTOCOL

35.1 Employees are expected to conduct themselves in a professional manner at all times.

35.2 Adherence to individual school rules and regulations is expected. Staff working in a Public School should introduce themselves to the building principal the first day of school, and request from him/her information on any special rules or regulations. The building principal should be informed of any special considerations regarding the Consortium class or individual students, e.g. classroom hours for individual students if other than the normal school day.

35.3 Professional attire suitable to the work environment is expected of all staff.

#### 36. DAMAGED PROPERTY

36.1 The Consortium agrees to pay up to fifty dollars (\$50) per incident for the repair/replacement of personal items damaged or destroyed by students. The Consortium also agrees to pay up to one hundred and fifty dollars (\$150) for medical devices (e.g. eyeglasses) so damaged or destroyed on in any extraordinary situations as reasonably determined by the Executive Director.

### ARTICLE VII: GRIEVANCE PROCEDURE AND ARBITRATION

37. The purpose of Article VII is to secure, at the lowest possible administrative level, solutions to grievances. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

38. The term "grievance" shall be defined as 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.

39. As used in Article VII, the term "employee" shall mean either an individual employee or a group of employees having the same grievance. The Federation may file a grievance on behalf of an employee. If the Federation is filing on behalf of an employee, that employee shall acknowledge in writing that he/she has given the Federation the authority to act on the employee's behalf.

40. In addition to individual or group employee grievances, the Federation may initiate and process grievances under the following procedure, acting in the place of the employee(s).

41. Nothing contained herein shall be considered to prevent any person from informally discussing any dispute with his immediate supervisor or processing a grievance, up to, but not including Step Four (4) of the procedure, herein outlined.

42. A written description of the facts which the employee or the Federation is relying upon as the basis of the grievance must be submitted pursuant to the procedure outlined below. A "written description" shall include a concise statement of the facts, the provision(s) of this Agreement which the employee or the Federation alleges has been directly violated, misinterpreted, or inequitably applied, the date(s) when then alleged violation(s) and/or misinterpretation(s) occurred, if applicable, and the relief requested.

43. The time limits in this Article may be extended by mutual agreement.

44. No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance must be referred to the next step as provided below, or the grievance will be considered settled on the basis of the last answer given.

45. By agreement of the parties, any grievance may be filed directly with the Executive Director and shall next be appealed to the Board of Directors.

Step One: Immediate Supervisor

46. The aggrieved employee, with or without the Federation Representative, shall submit a written description of the grievance to his/her immediate supervisor within ten (10) working days following the act or condition, or the reasonable knowledge of such act or condition which is the basis of the grievance. Failure to comply with this ten (10) day written notice requirement will result in a waiver of the employee's right to file a grievance.

47. The employee and/or the Federation Representative, and the immediate supervisor shall confer on the grievance with the view of arriving at a mutually satisfactory resolution of the grievance. The aggrieved employee and his/her representative, if any, shall be given at least a two (2) working day notice of the meeting. At the meeting, the employee may be represented by the Federation Representative. Whenever a grievance is presented to the immediate supervisor by the representative, the immediate supervisor shall give the Federation Representative the opportunity to be present.

48. The immediate supervisor shall meet with the employee and/or the Federation Representative to discuss the grievance within ten (10) working days, after receipt of the grievance.

49. The immediate supervisor shall communicate his/her decision to the aggrieved employee and to the Federation Representative who participated in the grievance within ten (10) working days of the meeting.

Step Two: Executive Director

50. If the grievance is not resolved to the satisfaction of the grievant with the immediate supervisor, and the grievant wishes to pursue the matter further, a copy of the statement of the alleged violation(s), misinterpretation(s), or inequitable applications and the reasons for not being satisfied with the immediate supervisor's decision, shall be submitted to the Executive Director within seven (7) working days following receipt of the immediate supervisor's decision.

51. The Executive Director shall meet and confer with the grievant and his/her Federation Representative, if any, within ten (10) working days after receipt of the grievance. The aggrieved employee and his/her representative, if any, shall be given at least a two (2) working day notice of the meeting, and an opportunity to participate.

52. Notice of the meeting shall also be given to the immediate supervisor who rendered the decision at Step One. The immediate supervisor may be present to state his/her view.

53. Where the employee is not represented by the Federation at this Step, the Executive Director shall furnish the Federation with a copy of the appeal from Step One, together with notice of the date of the meeting. In such cases, the Federation may be present at the meeting.

54. The Executive Director shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved employee and the Federation Representative(s) who participated, within ten (10) working days of the meeting.

Step Three: Board of Directors

55. If the grievance is not resolved to the satisfaction of the grievant with the Executive Director, and the grievant wishes to pursue the matter further, a copy of the written statement of the alleged violation(s), misinterpretations, or inequitable applications, and the reasons for not being satisfied with the Executive Director's decision shall be submitted to the Chairperson of the Board of Directors and the Executive Director at least seven (7) working days prior to the Board meeting.

56. The Board of Directors will meet and confer with the aggrieved employee and/or the Federation Representative, if any, at the next Board meeting, provided the grievance is received at least seven (7) working days prior to the Board meeting. If not received in the time specified, the grievance will be heard at the following Board meeting.

57. The aggrieved employee and the Federation Representative, if any, will be given at least a two (2) working day notice of the meeting and an opportunity to be heard.

58. When the aggrieved employee is not represented by the Federation at this Step, the Executive Director shall furnish the Federation with a copy of the appeal from Step Two (2) together with the notice of the date of the meeting. In such cases, the Federation may be present.

59. The Board will review the grievance and render its decision at the Board meeting. If the Board is unable to reach a decision at that meeting, due to a need for more information or other circumstances that would prevent a decision from being rendered, a decision will be rendered at the next Board meeting. The Board will communicate its decision, in writing, together with the supporting reasons, to the aggrieved employee and the Federation Representative(s) who participated, within seven (7) working days of the Board meeting.

60. The immediate supervisor and the Executive Director shall also receive a copy of the Board's decision.

Step Four: Arbitration

61. If settlement is not reached at Step Three (3), then either party may, by written notice to the other, demand that the written grievance be submitted to arbitration, provided that such notice is given within ten (10) working days after the Board has given its decision at Step Three (3). The parties shall attempt to agree upon an arbitrator, but if agreement is not reached within ten (10) working days after the receipt of such written notice submitting the grievance to arbitration, the matter shall be submitted within ten (10) working days to an arbitrator appointed under the rules of the American Arbitration Association.

62. The arbitrator shall have no authority to add to, subtract from, change, or disregard any of the terms or provisions of this Agreement. The fees and other charges of the arbitrator shall be equally



divided between the parties. The authority of the arbitrator shall be limited to the question or questions which are submitted.

63. The arbitrator shall have no authority to make any decisions or award retroactive beyond the school year in which the grievance was first filed. For the purposes of this Article, the school year begins on September 1<sup>st</sup>. However, a grievance that is timely filed after August 30<sup>th</sup>, and before September 10<sup>th</sup>, will be considered filed in the immediate prior school year.

64. The arbitrator's award of monetary damages for which there are not funds, shall be unenforceable.

#### ARTICLE VIII: SENIORITY

65. There shall be three (3) tiers of seniority: Professional, Certified Medical Professional, and Paraprofessional/Specialist. Seniority in each tier shall be defined as the length of service as an employee of the Northshore Education Consortium in the respective tier of service. Periods of service divided by a break due to resignation, or employment outside of the bargaining units shall not be added together to determine seniority.

66. Part-time employees shall earn one-half (1/2) year of seniority for each year of employment with the Consortium. For the purposes of this Article, "part-time" shall be defined as less than fifty percent (50%) of an equivalent full-time salary.

67. Employees who are in positions requiring a license from the Massachusetts Department of Elementary and Secondary Education (DESE), who do not hold any DESE license, shall not accrue seniority. Such employees who subsequently earn a DESE license shall be credited back with one-half (1/2) the seniority he/she would have earned had he/she held the license.

68. The Board shall prepare a seniority list which indicates the employee's date of hire and seniority date in each tier. The Federation shall be supplied, upon request, with this list in October, which shall be kept current.

69. In the event of a tie in the length of service, the Board shall determine seniority by considering such matters as the following: advanced degree, additional course work, professional development, certification, total years teaching, and overall job performance. The decision of the Board shall not be subject to the grievance and/or arbitration procedure.

#### ARTICLE IX: REDUCTION IN FORCE

70. Decline in student enrollments, economic cause, and/or programmatic reasons, may necessitate a reduction in the number of positions occupied by employees in the bargaining unit(s). The Board shall decide the number of employees in each discipline and program to reduce.

71. For purposes of Article IX, discipline categories shall include: Teacher, Teacher of the Visually Impaired, Teacher of the Hearing Impaired, Speech Therapist, Speech and Language Assistant, Physical Therapist, Physical Therapy Assistant, Occupational Therapist, Certified Occupational Therapy Assistant, Mobility Instructor, Specialist, Paraprofessional, Social Worker, Classroom and Float Nurse, Lead Nurse,

Counselor, Recreation/Adaptive Physical Education Specialist, Curriculum and Instruction Coordinator, Behavior Support Coordinator, Case Manager, Home Trainer. The discipline categories are subject to change based upon changes in the Consortium Programs.

72. For the purposes of Article IX, Programs shall be defined as: Kevin O'Grady (KOG) School, Northshore Academy (NSA) Lower and Upper Schools, Embark, and Recovery High School. The Programs are subject to change based upon changes in the Consortium's service(s) and/or location(s).

73. For the purposes of Section 74 below, the following definitions shall apply:

73.1 A "position" is defined as a specific discipline within a specific program.

73.2 All disciplines except Teachers and Paraprofessionals shall have "full bumping rights". Teachers and Paraprofessionals shall have "partial bumping rights".

73.3 To "bump" means an employee is assigned to a new program or discipline if he/she has greater seniority in the tier of the new discipline than anyone else in the new program or discipline.

74. Before any specific reductions in force are announced, the Consortium shall meet with the Federation to discuss how such reductions shall be effectuated within the following rules:

74.1 Employee(s) shall be laid off, by discipline within each department, according to seniority at that tier in reverse order of length of service within the Consortium.

74.2 An employee with full bumping rights shall be laid off strictly by discipline, regardless of the department.

74.3 An employee with full bumping rights slated for reduction shall bump into another discipline (with appropriate licensure if needed) within the same program.

74.4 An employee with partial bumping rights slated for reduction shall bump into another position (with appropriate licensure if needed) if, by the effective date of the reduction, the employee will have two (2) or more years of seniority and someone with less than one (1) year of seniority will be available to be bumped.

74.5 An employee with partial bumping rights slated for reduction may "fall back" into a previous position if the employee worked in that position within the last three (3) years and did not receive an unsatisfactory evaluation in his/her last year in that position.

74.6 An employee with partial bumping rights slated for reduction shall bump into a different program if he/she worked for at least five (5) years in the same program within the Consortium, or similar program outside the Consortium.

74.7 Any employee slated for reduction shall be permitted to apply for bumping into another position (with appropriate licensure if needed). Such employee shall be granted an interview. If the employee is not granted the position, he/she shall be permitted to discuss the issue, and with the Executive Director with the union representation if desired. The decision to allow bumping in this situation (Section 74.7) shall not be subject to the grievance and/or arbitration procedure.

75. A less senior employee who would otherwise be laid off according to the above procedure may be retained over the next more senior employee if that more senior employee has had an unsatisfactory evaluation within the previous twelve (12) months and has not since shown satisfactory improvement.

76. Any employee who is re-assigned because of the bumping in Section 74 above shall be, in the year re-assigned, assigned a mentor and be evaluated, if either the Consortium or the employee so desires.

77. *Recall Rights.* Any employee(s) released as a result of action taken under this Article shall be eligible for recall under the following conditions:

77.1 The Consortium shall maintain a complete list of all laid off employees.

77.2 Laid off employees shall be responsible for promptly notifying the Consortium of any changes in their names, addresses, and/or availability for work. In the event of a recall, the Consortium shall send a certified letter to the most recent address of record of the former employee.

77.3 Failure of the employee to respond to an offer of employment for an equivalent position within five (5) working days during the months of July and August, and ten (10) working days during the rest of the school year of receipt of the offer, shall constitute a rejection.

77.4 Persons who were employed by the Consortium who have been laid off pursuant to this Article shall be placed on a recall list for fifteen (15) months following the effective date of the layoff.

77.5 Provided that the Teacher is still on the recall list in accordance with the procedures set forth below, the most senior employee on the recall list who is certified for the vacant position shall be appointed to that vacancy, unless the Executive Director believes and demonstrates that such employee(s), notwithstanding certification, is unqualified for the vacant position.

77.6 Any employee recalled, shall, upon return to the Consortium, be entitled to all seniority and sick leave accumulation that he/she held at the time of the layoff, and shall be placed on salary schedule if they had worked at least ninety (90) days during the year of the layoff. An employee may be removed from the recall list for the following reason(s):

77.6.1 Exhaustion of the fifteen (15) month time period set forth above.

77.6.2 Failure to accept an offer of employment for an equivalent salary.

77.6.3 At the employee's request.

## ARTICLE X: ASSIGNMENTS, TRANSFERS, VACANCIES AND PROMOTIONS

### 78. GENERAL PROVISIONS

78.1 For the purposes of this Article, Seniority shall be defined as Consortium-wide seniority.

78.2 Employees shall not be required to accept assignments or transfers for which they are not certified and/or licensed as required by law (unless a waiver for such certification or license can be obtained) and/or qualified.

78.3 Current Consortium employees will be given priority over non-Consortium employees if they are appropriately certified and/or licensed as required by law (unless a waiver for such certification can be obtained) and qualified with respect to the assignments and transfers.

## 79. ASSIGNMENTS, TEACHERS, AND PARAPROFESSIONALS

79.1 Assignments. Assignments for the next school year shall be made in writing as soon as practical. If there is a change in the plurality of the classroom during the summer months, assignments may be changed up to September 1<sup>st</sup>. After September 1<sup>st</sup>, a temporary emergency assignments can be made under the following conditions:

79.1.1 A temporary emergency assignment shall not be made in an arbitrary or capricious manner;

79.1.2 A temporary emergency assignment shall be for a maximum of sixty (60) calendar days;

79.1.3 The employee shall be given the option to remain in the new assignment; and

79.1.4 No employee shall be given a temporary emergency assignment in two (2) successive school years.

79.2 Plurality. If the classroom of a veteran Teacher or Paraprofessional is dissolved, he/she will work with the Executive Director to determine an appropriate classroom assignment that matches his/her experience, expertise, and has as a comparable student population. The veteran Teacher or Paraprofessional may displace a Teacher or Paraprofessional employed for not more than three (3) years if there is no open classroom that meets these criteria. If no Teacher or Paraprofessional employed for fewer than three (3) years meets these criteria, the veteran Teacher or Paraprofessional shall displace the least senior Teacher or Paraprofessional who does. In the event that two (2) or more classes meet these criteria, the least senior Teacher and Paraprofessional shall be displaced.

79.2.1 In making assignments for a Teacher or Paraprofessional with three (3) or more full years of service in the Consortium and who are assigned to a self-contained classroom, the Consortium shall assign such a Teacher or Paraprofessional to the same class grouping if the Teacher's or Paraprofessional's former class grouping comprises a *plurality* of the new class grouping, or the class enrollment remains identical.

79.2.2 Teachers and Paraprofessionals who do not retain their previous class assignments shall submit their first, second, and third choices for vacant classes.

79.2.3 Notwithstanding the above, a Teacher or Paraprofessional may be reassigned to a vacant position for educational reasons. Such reassignment may not be done for arbitrary or capricious reasons.

79.2.4 The above *plurality* language shall apply only to the KOG School.

79.3 Nurses assigned to classrooms will be given the names of students to whom they are assigned as soon as practical. Such assignments will be governed by the procedure in Section 79.2 above.

79.4 Employees may not request assignments to classes that are not vacant. However, they may apply for all unit posted vacancies or newly created positions, provided that they possess the minimum qualifications for the job.

79.5 If two (2) or more employees are under consideration for assignment to a vacant position, certification, license(s) where required by law (or the availability to obtain a license), and qualifications will govern, provided, however, if certification, license(s) (or the ability to obtain a waiver for such), and qualifications are equal, then seniority will govern.

## 80. VACANCY

80.1 A vacancy shall be defined as any position which is not currently filled, such as, but not limited to, expansion of the Consortium programs, the resignation, retirement, or temporary leave of absence of an employee which will last until the end of the school year.

80.2 Once an employee gets his/her preference of a new class grouping and/or caseload, that class grouping, and/or caseload, is no longer considered a vacancy.

80.3 When a vacancy occurs in a position, a notice of the vacancy shall be posted at all Program sites and sent to all current employees and the Federation President via the Consortium's electronic mail (e-mail) system. A copy of said notice shall be maintained at the main office at all Program sites, which shall be available for all employees to review. The vacancy notice shall also indicate if the position is a Permanent, Interim, Temporary, or Substitute position.

80.4 Qualifications, requirements, duties, vacancy number, and other pertinent information shall be set forth in the vacancy notice.

80.5 Employees may apply for a vacant position by submitting a letter of intent and a copy of their resume to the Executive Director, stating the specific position they are applying for, including the vacancy number. Applications shall be made within the time limit stated by the Executive Director in the vacancy notice. The Executive Director shall provide at least a one (1) week internal notice of a vacancy in any position prior to any external or public posting of such vacancies.

80.6 All applications received within the time limit stated in the vacancy notice shall be reviewed.

80.7 The decision to fill a vacancy will be based on the judgment of the Board as to what will best serve the interests of students and the Consortium, and shall not be subject to the grievance and/or arbitration procedure.

80.8 All promotions to positions in bargaining units covered by this Agreement shall be subject to the notice provisions of this Article.

80.9 If a *plurality* comes to pass after the vacancy notice for a position is posted, but before the assignment to the classroom is made, then the vacancy notice shall be rescinded, and the assignment shall be governed by the plurality provisions of Section 79.2.1.

## 81. TRANSFERS

81.1 Transfers shall be defined as the movement of an employee from a position in one Program to another position in the same Program, or a different Program.

81.2 If certification and/or license where required by law (or the ability to obtain a waiver for said certification and/or license) and qualifications are equal, seniority will determine transfers.

81.3 No employee shall be transferred to a Program for which they are not qualified, or for which they are not certified and/or licensed where required by law (or have the ability to get a waiver for said certification and/or license).

81.4 Some transfers of employees are unavoidable.

81.5 When transfers are necessary, employees will be notified as soon as practical.

81.6 Involuntary transfers shall be made based on the best interests of the Consortium.

81.7 An employee desiring to transfer to a vacant position in the same Program or a different Program shall submit an application to the Executive Director as outlined in Section 80.5 above. Applications for transfers must be made within the time limit stated by the Executive Director in the vacancy notice. Appropriate advance notice of a vacant position, as outlined in Section 80.5 above, will be given to allow time for an employee to submit an application for a transfer to a vacancy.

81.8 An employee may not request a transfer to a position that is not vacant.

81.9 The provisions of this Article do not apply to an assignment or transfer that takes place within or to a Local Education Authority (LEA).

## ARTICLE XI: PERSONNEL EVALUATION

### 82. EDUCATOR EVALUATION SYSTEM – UNIT A

#### 82.1 PURPOSE OF EDUCATOR EVALUATION

This Educator Evaluation System is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; *and* the regulations, 603 CMR 35.00 et seq. The Executive Director of the Northshore Education Consortium is responsible for the implementation of 603 CMR 35.00. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

#### 82.2 THE REGULATORY PURPOSES OF EVALUATION ARE:

- i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability;
- ii. To provide a record of facts and assessments for personnel decisions;

- iii. To ensure that the Northshore Education Consortium Board of Directors has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels; and
- iv. To assure effective teaching and administrative leadership.

### 82.3 DEFINITIONS

Unless the context clearly requires otherwise, terms shall have the following meanings:

Administrator shall mean any person employed in a School District in a position requiring a certificate or license as described in 603 CMR 7.09(1) through (5) or who has been approved as an administrator in the area of vocational education as provided in 603 CMR 4.00: *Vocational Technical Education* or who is employed in a comparable position in a collaborative, and who is not employed under an individual employment contract.

Artifacts shall mean products of an Educator's work that demonstrate knowledge and skills of the Educator with respect to specific performance standards.

Board shall mean the Board of Elementary and Secondary Education or a person duly authorized by the Board.

Caseload Educator shall mean Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

Categories of Evidence shall mean multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

Classroom Teacher shall mean Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

District-determined Measures shall mean measures of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level Consortium-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and Consortium-developed pre and post unit and course assessments, and capstone projects.

Educator(s) shall mean all Classroom Teacher(s) and Caseload Educators, unless otherwise noted.

Educator Plan shall mean the growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. The duration of the plan shall be determined by the Evaluator. An Educator Plan shall include, but is not limited to, at least one goal related to the improvement of practice, one goal for the improvement of student learning, an action plan with benchmarks for goals established in the Plan, and the Evaluator's final assessment of the Educator's attainment of the goals. All elements of the Educator Plan are subject to the Evaluator's approval. There shall be four types of Educator Plans:

- i. Developing Educator Plan shall mean a plan, developed by the Educator and the Evaluator for one school year or less for an Educator in the First, Second, or Third Year of practice, an Educator with less than three years of service at the Consortium; or, at the discretion of an Evaluator, for an Experienced Educator in a new assignment.
- ii. Self-directed Growth Plan shall mean a plan of one or two school years for Experienced Educators who are rated *Proficient* or *Exemplary*, developed by the Educator.
- iii. Directed Growth Plan shall mean a plan of at least 60 school days and no more than one school year for Experienced Educators who are in need of improvement, developed by the Educator and the Evaluator.
- iv. Improvement Plan shall mean a plan of at least 45 school days and no more than one school year for Experienced Educators who are rated *Unsatisfactory*, developed by the Evaluator with goals specific to improving the Educator's *Unsatisfactory* performance.

ESE shall mean the Massachusetts Department of Elementary and Secondary Education.

Evaluation shall mean the ongoing process of defining goals and identifying, gathering and using information to improve professional performance (the "Formative Evaluation" and "Formative Assessment") and to assess total job effectiveness and make personnel decisions (the "Summative Evaluation").

Evaluation Cycle shall mean a five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

Evaluator shall mean any person outside Bargaining Unit(s) A and B who has been designated in writing by the Executive Director as having responsibility for evaluations. The Primary Evaluator, and Supervising Evaluator (if any), must be licensed as an Educational Administrator by the Massachusetts Department of Elementary and Secondary Education (ESE) pursuant to the requirements of 603 CMR 28.09 7(a) and 603 CMR 44.00, and must be full-time employees of the Northshore Education Consortium. Each Educator will have one Primary Evaluator at any one time responsible for determining performance ratings. The Executive Director is responsible for ensuring that



all Evaluators have training in the principles of supervision and evaluation. All Evaluators shall follow the Evidence Collection and Reporting requirements outlined in this agreement.

Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation. The Executive Director shall identify a Primary Evaluator, normally the Program Director, for each program/school at the Northshore Education Consortium. The Primary Evaluator shall assign Supervising Evaluators (if any), and Contributing Evaluators (if any) in a program/school building. 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 after considering feedback 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.

Supervising Evaluator shall be the person responsible for supervising goal setting and plan development with the Educator; supervising the Educator's progress through Formative Assessment; evaluating the Educator's progress toward attaining goals in the Educator Plan; conducting classroom observations, collecting and analyzing other evidence 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. The Supervising Evaluator may be the Primary Evaluator or his/her designee.

Contributing Evaluator shall be a person assigned at the request of the Primary Evaluator or the Educator and will 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 shall be a person who is a full-time employee of Northshore Education Consortium, and may be a member of Bargaining Unit A. 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.

Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the Educator is assigned most of the time. The Director of each building/program in which the Educator serves must review and sign the evaluation, and may add written comments. In

cases where there is no predominate assignment, the Executive Director will determine who the Primary Evaluator will be.

Notification/Change of Evaluator(s): The Educator shall be notified in writing of his/her Primary Evaluator, Supervising Evaluator (if any), and Contributing Evaluator (if any) at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator. At any time during the evaluation cycle, the Educator may send a written request to the Executive Director for a different Primary Evaluator, Supervising Evaluator, or Contributing Evaluator. The Executive Director may approve or deny such a request, which shall not be subject to the grievance and arbitration procedure, provided his/her decision is not arbitrary or capricious.

Experienced Educator shall mean an Educator with three or more years of service at the Northshore Education Consortium.

Family shall mean parents, legal guardians, foster parents, or primary caregivers.

Formative Assessment shall mean the process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

Formative Evaluation shall mean an evaluation at the end of year 1 for Educators on 2-year Self-Directed Growth plans used to arrive at a rating on progress towards attaining the goals set forth in the plans, performance on performance standards, or both.

Goal shall mean a specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to performance standards, Educator practice in relation to indicators, or specified improvement in student learning, growth, and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

Impact on Student Learning shall mean at least the trend in student learning, growth, and achievement and may also include patterns in student learning, growth, and achievement.

Measurable shall mean that which can be classified or estimated, in relation to a scale, rubric, or standards.

Multiple Measures shall include a combination of classroom, program/school, and Consortium assessments and student growth percentiles where available.

Observation shall mean a data gathering process that includes notes and judgments made during one or more classroom or worksite visit(s) of any duration by the Evaluator and may include examination of artifacts of practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. All classroom or worksite observations shall be conducted in person, however observations may be

recorded using audio/video equipment provided that they are done openly with the knowledge and prior consent of the Educator. Observations recorded using audio/video equipment shall not replace in person observations, and will be used only as a support to aid the Educator in improving their professional practice.

Parties shall mean the parties to this agreement: the Northshore Education Consortium Board of Directors and the Northshore Education Consortium Employee Federation, Local 4293, AFT Massachusetts, AFL-CIO.

Patterns shall mean consistent results from multiple measures.

Performance Rating shall be used to describe the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- i. Exemplary shall mean that the Educator's performance consistently and significantly exceeds the requirements of a standard or overall.
- ii. Proficient shall mean that the Educator's performance fully and consistently meets the requirements of a standard or overall.
- iii. 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.
- iv. 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.

Performance Standards shall mean the performance standards locally developed pursuant to M.G.L. c.71, § 38 and consistent with, and supplemental to, 603 CMR 35.00.

Rating of Educator Impact on Student Learning shall mean a rating of *high, moderate* or *low* based on trends and patterns on state assessments and District-determined measures. The parties will negotiate the process for using state and District-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, after ESE issues direction and guidance on this matter.

Rating of Overall Educator Performance shall mean the Educator's overall performance rating based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i. Standard 1: Curriculum, Planning and Assessment
- ii. Standard 2: Teaching All Students
- iii. Standard 3: Family and Community Engagement

- iv. Standard 4: Professional Culture
- v. Attainment of Professional Practice Goal(s)
- vi. Attainment of Student Learning Goal(s)

Rubric shall mean a scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i. Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03.
- ii. Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03.
- iii. Elements: Defines the individual components under each indicator.
- iv. Descriptors: Describes practice at four levels of performance for each element.

Standards and Indicators shall mean the Standards and Indicators of Effective Teaching Practice, 603 CMR 35.03.

Summative Evaluation shall mean an evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The Summative Evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

Teacher shall mean any person employed in a school district in a position requiring a certificate or license as described in 603 CMR 7.04(3) or who has been approved as an instructor in the area of vocational education as provided in 603 CMR 4.00: *Vocational Technical Education* or who is employed in a comparable position in a collaborative.

Trends shall be based on at least two (2) years of data.

Trends in Student Learning shall mean at least two (2) years of data from the District-determined measures and state assessments used in determining the Educator's rating on impact on student learning as *high, moderate* or *low*.

## 82.4 EVIDENCE USED IN EVALUATION

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

### 82.4.1 MULTIPLE MEASURES OF STUDENT LEARNING, GROWTH, AND ACHIEVEMENT, WHICH SHALL INCLUDE:

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

**82.4.2 JUDGMENTS BASED ON OBSERVATIONS AND ARTIFACTS OF PRACTICE INCLUDING:**

- i. Unannounced observations of practice of any duration.
- ii. Announced observation(s) for Educators in their first year of practice in a program/school at the Consortium, Educators on Improvement Plans, and as determined by the Evaluator.
- iii. Examination of Educator work products.
- iv. Examination of student work samples.

**82.4.3 EVIDENCE RELEVANT TO ONE OR MORE PERFORMANCE STANDARDS, INCLUDING BUT NOT LIMITED TO:**

- i. Evidence compiled and presented by the Educator, including :
  - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
  - (b) Evidence of active outreach to and engagement with families;
- ii. Evidence of progress towards professional practice goal(s);
- iii. Evidence of progress toward student learning outcomes goal(s).
- iv. Student and Staff Feedback – see # 82.23 and 82.24, below; and

- v. Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the Executive Director.

#### 82.4.4 RECORD OF EVALUATION AND ARTIFACTS OF PROFESSIONAL PRACTICE

- i. 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/her Teacher files/personnel folder, pursuant to Article VI – Working Conditions, Section 34. 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:
  - (a) All forms and documents used or contained in the evaluation process;
  - (b) Evaluator-supplied evidence; and
  - (c) Educator-supplied evidence.
  - (d) Standard forms shall include all relevant forms in Appendix G. The other components are described below.
- ii. 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.
- iii. Evaluator Supplied Evidence
  - (a) Use of Evidence Log  
Any Evaluator who collects evidence shall maintain an Evidence Log for each Educator under his/her supervision on a Directed Growth Plan or an Improvement Plan using the Evaluator Record of Evidence Form in Appendix G. 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 the 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:
  - (c) Observation Process  
The Evaluator shall characterize an observation that generally demonstrates proficient or better practice in the Evidence Log as either "*Proficient*" or

"*Exemplary*". 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 "*Proficient*" or "*Exemplary*" observations need only indicate one (1) of these descriptive statements but may include more detail.

1. In the case of an observation that raises questions or concerns, the Evaluator shall request an In-person Conference with the Educator within two (2) school days of the observation by sending the Educator a written or electronic note. Following this request, the Educator and Evaluator shall meet as soon as possible. The Evaluator shall not include any evidence or feedback from the observation in the Evidence Log until after the In-Person Conference is held. Following the meeting, the Evaluator shall have an additional two (2) school days to enter the evidence and/or feedback from the observation into the Evidence Log. If the meeting allays the Evaluator's concerns, he/she shall characterize the observation as either "*Proficient*" or "*Exemplary*" consistent with the above paragraph.
2. 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) Other Sources of Evidence

1. 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 as outlined in paragraph D) iii (b) above. 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.
2. Additionally, following a Log entry made by an Evaluator, the Educator may use the Educator Response Form in Appendix G 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.

iv. 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 G. 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 G 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.

82.5 RUBRIC/FORMS

The rubrics are a scoring tool used for the Educator's self-assessment, the Formative Assessment, the Formative Evaluation and the Summative Evaluation. 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 G - Forms; Appendix H – Teacher Rubric; and Appendix I – SISP Rubric. The Teacher Rubric in Appendix H 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 I shall be used to evaluate an employee who works as a counselor, librarian, nurse, speech and language pathologist, physical therapist, or occupational therapist.

82.6 EVALUATION CYCLE: TRAINING

- 82.6.1 Prior to the implementation of the new evaluation process contained in this article, the Consortium shall arrange training for all Educators, Program Directors, and other Evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The Consortium through the Executive Director shall determine the type and quality of training based on guidance provided by ESE.
- 82.6.2 By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the Executive Director or



Program Director. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The Consortium through the Executive Director shall determine the type and quality of the learning activity based on guidance provided by ESE.

#### 82.7 EVALUATION CYCLE: ANNUAL ORIENTATION

At the start of each school year, the Executive Director, Program Director, or designee shall conduct a meeting for Educators and Evaluators focused substantially on Educator evaluation. The Executive Director, Program Director or designee shall:

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

#### 82.8 EVALUATION CYCLE: SELF-ASSESSMENT

##### 82.8.1 Completing the Self-Assessment

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

##### 82.8.2 Proposing the Goals

- i. Educators must consider goals for grade-level, subject-area, department teams, or other

groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv. For Experienced Educators and ratings of *Proficient* or *Exemplary*, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Experienced Educators and ratings of *Needs Improvement* or *Unsatisfactory*, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

## 82.9 EVALUATION CYCLE: GOAL SETTING AND DEVELOPMENT OF THE EDUCATOR PLAN

82.9.1 Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 82.16 – 82.20 for more on Educator Plans.

82.9.2 To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See # 82.22, below.

82.9.3 Proposed goals shall be in the form of SMART Goals, and must align with program/school and Consortium goals. Guidance for setting SMART Goals is attached hereto as part of Appendix J – Setting SMART Goals.

82.9.4 Educator Plan Development Meetings shall be conducted as follows:

- i. Educators in the same program/school may meet with the Evaluator in teams and/or

individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- ii. For those Educators new to the program/school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that program/school.
- iii. The Evaluator shall meet individually with Experienced Educators and ratings of *Needs Improvement* or *Unsatisfactory* to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

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

82.10 EVALUATION CYCLE: OBSERVATION OF PRACTICE AND EXAMINATION OF ARTIFACTS – EDUCATORS IN FIRST, SECOND, OR THIRD YEAR OF PRACTICE

82.10.1 In the first year of practice or first year assigned to a program/school at the Consortium:

- i. The Educator shall have at least one announced observation during the school year using the protocol described in section 82.12.2, below.
- ii. The Educator shall have at least four unannounced observations during the school year.

82.10.2 In their second and third years of practice or second and third years as an Educator in a program/school at the Consortium the Educator shall have at least three unannounced observations during the school year.

82.11 EVALUATION CYCLE: OBSERVATION OF PRACTICE AND EXAMINATION OF ARTIFACTS – EXPERIENCED EDUCATORS

82.11.1 The Educator whose overall rating is *Proficient* or *Exemplary* must have at least one unannounced observation during the evaluation cycle.

82.11.2 The Educator whose overall rating is *Needs Improvement* must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

82.11.3 The Educator whose overall rating is *Unsatisfactory* must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four

unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

## 82.12 OBSERVATIONS

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

### 82.12.1 Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, Program Director, or Executive Director.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii. Any observation or series of observations resulting in one or more standards judged to be *Unsatisfactory* or *Needs Improvement* for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

### 82.12.2 Announced Observations

- i. All Educators in their first year in a program/school at the Consortium, Experienced Educators on Improvement Plans and other Educators at the discretion of the Evaluator shall have at least one Announced Observation.
- ii. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- iii. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
- iv. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- v. 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.

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

#### 82.13 EVALUATION CYCLE: FORMATIVE ASSESSMENT

82.13.1 A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

82.13.2 Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 82.14, below.

82.13.3 The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both. Reports that give an overall rating of *Needs Improvement* or *Unsatisfactory* must rely on evidence previously entered into the Record of Evidence that the Primary or Supervising Evaluator has already discussed with the Educator at an In-Person Conference.

82.13.4 No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performances against the four Performance Standards.

82.13.5 Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

82.13.6 The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

82.13.7 The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

82.13.8 The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

82.13.9 As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

- i. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- ii. No Educator previously rated *Proficient* or *Exemplary* overall may have his/her overall rating lowered 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.

#### 82.14 EVALUATION CYCLE: FORMATIVE EVALUATION FOR TWO YEAR SELF-DIRECTED PLANS ONLY

82.14.1 Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating. No Educator previously rated *Proficient* or *Exemplary* overall may have his/her overall rating lowered 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.

82.14.2 The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both. Reports that give an overall rating of *Needs Improvement* or *Unsatisfactory* must rely on evidence previously entered into the Record of Evidence that the Primary or Supervising Evaluator has already discussed with the Educator at an In-Person Conference.

82.14.3 No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.

82.14.4 The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

82.14.5 Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

82.14.6 The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

82.14.7 The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

82.14.8 As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

82.14.9 If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

#### 82.15 EVALUATION CYCLE: SUMMATIVE EVALUATION

The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.

82.15.1 The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

- i. The professional judgment of the primary Evaluator shall determine the overall summative rating that the Educator receives.
- ii. For an Educator whose overall performance rating is *Exemplary* or *Proficient* and whose impact on student learning is low, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's rating. In cases where the Executive Director serves as the Primary Evaluator, the Executive Director's decision on the rating shall not be subject to review.

- iii. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating. A Summative Evaluation Report that lowers an Educator's overall rating or rating on a particular standard from his/her previous overall rating or rating on a particular standard or a report that gives an overall rating of *Needs Improvement* or *Unsatisfactory* must rely on evidence previously entered into the Record of Evidence that the Primary or Supervising Evaluator has already discussed with the Educator at an In-Person Conference, and for which the Evaluator has provided appropriate feedback.
- iv. To be rated *Proficient* overall, the Educator shall, at a minimum, have been rated *Proficient* on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

82.15.2 No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.

82.15.3 The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

82.15.4 The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.

82.15.5 The Evaluator shall meet with the Educator rated *Needs Improvement* or *Unsatisfactory* to discuss the summative evaluation. The meeting shall occur by June 1st.

82.15.6 The Evaluator may meet with the Educator rated *Proficient* or *Exemplary* to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

82.15.7 Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

82.15.8 The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- i. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- ii. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.



## 82.16 EDUCATOR PLANS: GENERAL

Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with Consortium and program/school goals.

### 82.16.1 The Educator Plan shall include, but is not limited to:

- i. At least one goal related to improvement of practice tied to one or more Performance Standards;
- ii. At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
- iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the program/school or the Consortium. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

82.16.2 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, the Consortium, or other providers in accordance with the Educator Plan.

## 82.17 EDUCATOR PLANS: DEVELOPING EDUCATOR PLAN

The Developing Educator Plan is for all Educators in the First, Second, or Third Year of practice, an Educator with less than three years of service at the Consortium; or, at the discretion of the Evaluator, Experienced Educators in new assignments.

82.17.1 The parties agree that, barring a pattern of performance of an egregious nature or where an Educator's continued employment impacts the safety of students, no Experienced Educator on a Developing Plan shall be dismissed or have his/her overall rating lowered to *Needs Improvement* or *Unsatisfactory* during the prescribed plan period.

82.17.2 The Educator shall be evaluated at least annually.

## 82.18 EDUCATOR PLANS: SELF-DIRECTED GROWTH PLAN

82.18.1 A Two-year Self-Directed Growth Plan is for those Experienced Educators who have an overall rating of *Proficient* or *Exemplary*, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

82.18.2 A One-year Self-Directed Growth Plan is for those Experienced Educators who have an overall

rating of *Proficient* or *Exemplary*, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

82.18.3 The parties agree that, barring a pattern of performance of an egregious nature or where an Educator's continued employment impacts the safety of students, no Experienced Educator on a Self-Directed Growth Plan shall be dismissed or have his/her overall rating lowered to *Needs Improvement* or *Unsatisfactory* during the prescribed plan period.

#### 82.19 EDUCATOR PLANS: DIRECTED GROWTH PLAN

A Directed Growth Plan is for those Experienced Educators whose overall rating is *Needs Improvement*. A Directed Growth Plan shall be no fewer than 60 school days and no more than one school year.

82.19.1 The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

82.19.2 The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15<sup>th</sup>.

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

82.19.4 For an Educator on a Directed Growth Plan whose overall performance rating is not at least *Proficient*, the Evaluator will rate the Educator as *Unsatisfactory* and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

82.19.5 The parties agree that, barring a pattern of performance of an egregious nature or where an Educator's continued employment impacts the safety of students, no Experienced Educator on a Directed Growth Plan shall be dismissed or have his/her overall rating lowered to *Unsatisfactory* during the prescribed plan period.

#### 82.20 EDUCATOR PLANS: IMPROVEMENT PLAN

82.20.1 An Improvement Plan is for those Experienced Educators whose overall rating is *Unsatisfactory*.

- i. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as *Unsatisfactory* on an Improvement Plan of no fewer than 45 school days and no more than one school year. In the case of an Educator receiving a rating of *Unsatisfactory* near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- ii. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- iii. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with

guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary Evaluator may be the Supervising Evaluator.

- iv. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the Consortium.

82.20.2 The Improvement Plan process shall include:

- i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- ii. The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
- iii. If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

82.20.3 The Improvement Plan shall:

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

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

82.20.5 The parties agree that, barring a pattern of performance of an egregious nature or where an

Educator's continued employment impacts the safety of students, no Experienced Educator on an Improvement Plan shall be dismissed during the prescribed plan period.

82.20.6 Decision on the Educator's status at the conclusion of the Improvement Plan.

- i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
- ii. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- iii. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- iv. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Executive Director that the Educator be dismissed.
- v. If the Evaluator determines that the Educator's practice remains at the level of *Unsatisfactory*, the Evaluator shall recommend to the Executive Director that the Educator be dismissed.

82.20 TIMELINES (*Dates in italics are provided as guidance*).

<b>Activity:</b>	<b>Completed By:</b>
Executive Director, Program Director or designee meets with Evaluators and Educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year Educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by Evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are <i>Needs Improvement</i> or <i>Unsatisfactory</i>	June 1
Evaluator meets with Educators whose ratings are <i>Proficient</i> or <i>Exemplary</i> at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

#### 82.20.1 EXPERIENCED EDUCATORS 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	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

#### 82.20.2 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.

#### 82.21 CAREER ADVANCEMENT

82.21.1 In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of *Proficient* or *Exemplary* for at least the previous two years.

82.2.2 Experienced Educators whose summative performance rating is *Exemplary* and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the Consortium through collective bargaining where applicable.

#### 82.22 RATING IMPACT ON STUDENT LEARNING GROWTH

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

#### 82.23 USING STUDENT FEEDBACK IN EDUCATOR EVALUATION

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

#### 82.24 USING STAFF FEEDBACK IN EDUCATOR EVALUATION

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

#### 82.25 TRANSITION FROM EXISTING EVALUATION SYSTEM

82.25.1 The parties agree that all Educators in the Consortium will be evaluated under the new procedures with the signing of this Agreement, and starting with the 2013-2014 school year, all Educators in the First, Second, or Third Year of practice, and all Educators with less than three years of service at the Consortium shall be assigned to a Developing Educator Plan.

82.25.2 Starting with the 2013-2014 school year, an Experienced Educator currently on an Improvement Plan shall continue on that plan.

82.25.3 Starting with the 2013-2014 school year, fifty percent (50%) of all other Experienced Educators shall be assigned to a two-year Self Directed Growth Plan. These Educators shall be selected at random.

82.25.4 Starting with the 2014-2015 school year, the remaining fifty percent (50%) of all other Experienced Educators shall be assigned to a two-year Self Directed Growth Plan.

82.25.5 The Consortium agrees to provide the Federation with a list of all Educators which shall include the Educator's name, building/program assignment, the start date and the type of Educator Plan to which each Educator is assigned.

82.25.6 The existing evaluation system for employees of Unit B will remain in effect until ESE issues direction and guidance on this matter, or the parties negotiate a replacement system.

#### 82.26 GENERAL PROVISIONS

82.26.1 Only Educators who are licensed may serve as Primary Evaluators of Educators.

82.26.2 Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

82.26.3 The Executive Director shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

82.26.4 Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of *Unsatisfactory*, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting,

the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the Executive Director.

82.26.5 The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

82.26.6 Violations of this article are subject to the grievance and arbitration procedures. In a situation where the process has resulted in a fair and thorough evaluation but the Evaluator has missed deadlines that do not impact the fairness of the evaluation, that type of misstep should not undo an otherwise fair and thorough evaluation process.

### 83. CERTIFIED MEDICAL PROFESSIONAL AND PARAPROFESSIONAL EVALUATION SYSTEM – UNIT B

#### 83.1 CRITERIA AND DEFINITION

83.2 Personnel evaluation is the process of defining goals and of identifying, gathering and using information as part of a process to improve professional performance and total job effectiveness.

83.3 Observation and evaluation of personnel shall be the responsibility of the Administration and may be openly conducted by them with full knowledge of the employee.

83.4 The evaluation criteria shall include, but not be limited to observation of classroom performance.

83.5 Evaluation criteria shall be based upon the employee's job responsibilities and goals which have been developed with employee input.

83.6 Employees shall be advised of the criteria to be used in evaluations each September. Any employee hired after September 1, shall be advised of the evaluation criteria within one (1) month of hire.

#### 84. DATA GATHERING

84.1 Data for evaluations should be collected over a sufficient period of time as to make a valid assessment, except for gross professional misconduct. The sufficiency of the time period will depend on the circumstances.

84.2 The evaluation process must be flexible enough to provide for differences in the context of an employee's assignment, i.e. characteristics of students, class size, characteristics of environment, etc.

#### 85. FEEDBACK PROCESS

85.1 The evaluation process should provide recognition for positive performance as well as for inadequacies in performance.



85.2 Employees will be given a copy of any evaluation report prepared by their supervisors, normally within ten (10) working days of its preparation, and shall discuss such report with the supervisor. The employee will acknowledge that he/she has had the opportunity to review such evaluation by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. An employee shall have the right to submit a written answer to such evaluation within ten (10) working days of receipt of the evaluation, which shall be placed in the file.

85.3 In connection with any such written response by the employee, if any section of the evaluation process is considered by the employee to be unsatisfactory, the employee may request a re-evaluation. Such re-evaluation will occur within a six to eight week period. Only those areas considered unsatisfactory are subject to re-evaluation. Management is not required to re-evaluate first year employees.

85.4 Employees may grieve any evaluation with which they do not agree.

85.5 An Advisory Committee, consisting of two members of the administration and two members appointed by the Federation, will be established to review the paraprofessional employee evaluation form and will make recommendations to the Board of Directors regarding suggested additions or deletions to the Form. The Advisory Committee will further make recommendations as to ways to clarify the benchmarks followed when performing a paraprofessional's evaluation as well as ways to suggest more detailed feedback to the employee. It is expressly understood that the Advisory Committee acts in an advisory capacity only, by making recommendations to the Executive Director, who in turn may make suggestions to the Board of Directors.

## ARTICLE XII: FEDERATION PRIVILEGES AND RESPONSIBILITIES

### 86. FEDERATION ACTIVITY AT THE SCHOOL LEVEL

#### 86.1 BULLETIN BOARDS, MAILBOXES, AND USE OF CONSORTIUM FACILITIES

86.1.1 Bulletin Boards. At least one bulletin board shall be reserved at an accessible place in each school for the use of the Federation for purposes of posting material dealing with proper and legitimate business of the Federation. Bulletin boards shall be made available to the official Federation Representatives and to all Building Representatives.

86.1.2 Mailboxes. The Federation shall be the only labor organization to have the right to place material in the mailboxes of all employees if required by law.

86.1.3 Use of Consortium Facilities. The Federation shall have the ability to use Consortium facilities to hold meetings. A Program site will be available for Federation meetings, after school hours, from September to June for monthly meetings.

87. INFORMATION TO THE FEDERATION

87.1 Information required by the Federation to perform its duties under this contract shall be made available by the Board, upon request. Included will be lists of personnel, all vacancies, salary data, enrollment figures, policy statements, and any other information which the parties agree is essential to the proper enforcement of this Agreement.

87.2 A list of personnel shall be provided to the Federation upon request, each September.

87.3 The Federation President, or his/her designee, will be entitled to attend all open sessions of the Northshore Education Consortium Board meetings. He/she will be entitled to purchase copies of the official minutes, at a cost of ten (10) cents (\$.10/) per page if no free copies are available. With the permission of the Executive Director, the Federation President, or his/her designee, will be entitled to attend open sessions of the Northshore Education Consortium subcommittee meetings, as well as release time for other extenuating circumstances. The decision of the Executive Director shall not be subject to the grievance and/or arbitration procedure.

87.4 If the Consortium creates a new position, the parties shall meet to discuss the position. If under Chapter 150E, the position is a mandatory subject of bargaining (*i.e. not confidential, managerial, or supervisory under the law*) the parties shall negotiate according to the law.

87.5 In the event the Consortium contracts with other State Agencies (*e.g. DMH, DMR*) or receives foundation grants to implement a program outside the scope of the school week, the parties shall meet to discuss appropriate staffing and any other issues. If the subjects are appropriate under Chapter 150E, the parties shall negotiate.

88. COPIES OF AGREEMENT

88.1 The Consortium and the Federation agree that they shall equally share the cost of printing copies of this Agreement.

88.2 The Federation will distribute copies of this Agreement to employees in the bargaining units covered by this Agreement, and shall make a copy available to new employees, upon request.

89. PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

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

89.2 Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his immediate supervisor, or processing a grievance on his/her own behalf in accordance with the Grievance Procedure, as outlined in Article VII.

90. AUTHORIZED DUES DEDUCTIONS

90.1 Payroll dues deductions shall be made according to the procedure outlined in the Application for Membership Form found in Appendix D.

91. AGENCY SERVICE FEE

91.1 Any member of the bargaining units covered by this Agreement hired by the Northshore Education Consortium on or after September 1, 1997, and who does not become a member of the Northshore Education Consortium Employee Federation, Local 4293, AFT MA, AFL-CIO, shall be required to pay, as a condition of employment, an Agency Service Fee which shall be determined annually and shall be in accordance with the provisions of Massachusetts General Laws (MGL) Chapter 150E, Section 12. (See Application for Agency Service Fee Form found in Appendix E).

91.2 Such an Agency Service Fee shall be pursuant to this Agreement and subject to Massachusetts General Laws (MGL) Chapter 150E, Section 12. The Agency Service Fee shall be equal to the cost of collective bargaining and contract administration, and shall be no more than the dues of a regular active member of the Federation. The Federation shall publish and make available, to those individuals who are pay the Agency Service Fee, a copy of its rebate procedure.

91.3 The Federation agrees to give members of the bargaining units covered by this Agreement who are required to pay an Agency Service Fee, and who have failed to pay such fee to the Federation, or to authorize payroll dues deductions, written notice of at least thirty (30) days before seeking disciplinary action against the employee for failure to pay the Agency Service Fee.

91.4 The Federation agrees to indemnify, defend, and to save the Consortium harmless for any and all claims, demands, suits, actions or other forms of liability that arise out of, or by reason of, any action taken by the Consortium in relation to the Agency Service Fee requirement, and assumes full responsibility for the disposition of funds so deducted, once they have been turned over to the responsible Federation official.

ARTICLE XIII: CONFIDENTIAL INFORMATION

92. Discussions and written information regarding students should be handled with discretion. All employees are expected to maintain confidentiality of student records and parent information.

ARTICLE XIV: RESIGNATION

93. All employees are required to give the Executive Director at least thirty (30) days written notice of their intention to resign. Employees must state the reasons for their resignation in such written notice. Final paychecks will only be mailed to the employee if he/she has complied with the requirements of this Section, otherwise their final paycheck will be available for pickup at the Business Office.

ARTICLE XV: NO STRIKE

94. The Federation and the Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Federation and the employees within the bargaining units covered by this Agreement, both individually and collectively, in consideration of the value of this Agreement and its terms and conditions, and the legislation which engendered it, will not

authorize, cause, instigate, sanction, walkout, slow-downs, work to rule or any concerted refusal to perform normal work duties on the part of any employees covered by this Agreement.

95. The Board may petition the courts for an injunction and seek any other appropriate remedies.

96. The Federation and all of its officers, and representatives will take all possible steps to prevent any of the actions outlined in Section 94, and shall take all possible measures to ensure that such actions cease forthwith.

#### ARTICLE XVI: SCOPE OF THE AGREEMENT

97. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations and disposes of all issues between the parties. The Federation acknowledges that during the negotiations which resulted in this Agreement, it had unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Federation therefore, voluntarily and without qualifications, waives any rights it may have had in this respect and agrees that the Board shall not be obligated to bargain collectively with regard to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not covered or referred to in this Agreement, whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

98. The parties are agreed that the relations between them shall be governed by the terms of this Agreement only. No prior agreements or understandings, oral or written, shall be controlling, or in any way affect the relations between the parties, unless and until, such agreements or understandings have been reduced to writing and duly executed by both parties. No changes or modifications of this Agreement shall be binding on either the Federation or the Board unless reduced to writing and executed by their respective duly authorized representatives.

99. It is specifically understood that this Agreement is binding only on the parties hereto, and shall not be binding on any successor employer or any other party.

#### ARTICLE XVII: SAVINGS CLAUSE

100. In the event that any provision of this Agreement is, or shall at any time, be contrary to the law, all other provisions of this Agreement shall continue in effect.

#### ARTICLE XVIII: SIDE LETTER

101. It is understood and specifically agreed that any employee who engages in a work stoppage, strike, walkout, slow-down or work to rule may be disciplined at the option of the Board. This Section shall not be subject to the grievance and/or arbitration procedure, except regarding the issue of whether or not an employee has engaged in an activity prohibited by this Article.

ARTICLE XIX: DURATION

102. This Agreement and each of its provisions except as otherwise specifically agreed shall be in effect until August 31, 2014. Negotiations for a subsequent agreement shall commence on or about January 2014 upon request of either party. The Federation and the Consortium hereto duly execute this Agreement by the respective signatures of their authorized representatives on this 11<sup>th</sup> day of December, 2013.

For the Consortium

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For the Federation

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**APPENDIX A-1: TEACHER AND HEAD NURSE SALARY SCALE**

				<b>9/1/2013</b>				
				<b>0.75%</b>				
	<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MASTERS</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	
	<b>2</b>	41,038	42,910	44,747	46,180	46,988	48,886	
	<b>3</b>	43,266	45,183	47,101	48,651	49,420	51,318	
	<b>4</b>	45,494	47,479	49,461	51,120	51,852	53,750	
	<b>5</b>	47,730	49,768	51,815	53,590	54,283	56,181	
	<b>6</b>	49,959	52,065	54,165	56,061	56,714	58,613	
	<b>7</b>	52,189	54,357	56,526	58,530	59,147	61,046	
	<b>8</b>	54,417	56,651	58,877	61,001	61,578	63,478	
	<b>9</b>	56,652	58,944	61,237	63,471	64,013	65,912	
	<b>10</b>	58,887	61,251	63,613	65,943	66,517	68,416	
	<b>11</b>	62,289	64,442	66,587	68,410	68,949	70,848	
	<b>12</b>	64,160	66,374	69,567	71,102	71,381	73,281	
	<b>13</b>	67,038	69,335	72,353	73,951	74,460	76,378	
	<b>14</b>	69,062	71,430	74,538	76,184	76,709	78,685	
				<b>1/1/2014</b>				
				<b>0.75%</b>				
	<b>STEP</b>	<b>BACH</b>	<b>B+15</b>	<b>MASTERS</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	
	<b>2</b>	41,346	43,232	45,083	46,526	47,340	49,253	
	<b>3</b>	43,591	45,522	47,454	49,016	49,791	51,703	
	<b>4</b>	45,835	47,836	49,832	51,503	52,241	54,153	
	<b>5</b>	48,088	50,142	52,203	53,992	54,690	56,603	
	<b>6</b>	50,334	52,455	54,571	56,482	57,140	59,053	
	<b>7</b>	52,580	54,764	56,950	58,969	59,591	61,504	
	<b>8</b>	54,825	57,076	59,319	61,459	62,040	63,954	
	<b>9</b>	57,077	59,386	61,696	63,948	64,493	66,406	
	<b>10</b>	59,329	61,710	64,090	66,437	67,016	68,929	
	<b>11</b>	62,756	64,925	67,086	68,923	69,466	71,380	
	<b>12</b>	64,641	66,872	70,089	71,636	71,917	73,830	
	<b>13</b>	67,541	69,855	72,895	74,505	75,019	76,950	
	<b>14</b>	69,580	71,965	75,097	76,756	77,284	79,275	

APPENDIX A-2: REGISTERED NURSE SALARY SCALE

	STEP	9/1/2013 0.75%		STEP	1/1/2014 0.75%	
	1	38,024		1	38,309	
	2	39,929		2	40,229	
	3	41,936		3	42,251	
	4	43,191		4	43,514	
	5	44,504		5	44,838	
	6	46,293		6	46,640	
	7	47,794		7	48,152	
	8	49,238		8	49,607	

APPENDIX B: PARAPROFESSIONAL - CERTIFIED MEDICAL PROFESSIONAL - SPECIALIST SALARY SCALE

PARAPROFESSIONAL

	STEP	9/1/2013 0.75%		STEP	1/1/2014 0.75%	
	1	18.11		1	18.25	
	2	18.69		2	18.83	
	3	19.24		3	19.39	
	4	19.82		4	19.97	
	5	20.40		5	20.55	
	6	21.17		6	21.33	
	7	21.80		7	21.97	
	8	22.47		8	22.64	

CERTIFIED MEDICAL PROFESSIONAL

	STEP	9/1/2013 0.75%		STEP	1/1/2014 0.75%	
	1	23.75		1	23.92	
	2	24.43		2	24.62	
	3	25.06		3	25.24	
	4	25.81		4	26.01	
	5	26.59		5	26.79	
	6	27.66		6	27.86	
	7	28.75		7	28.97	
	8	29.91		8	30.14	



**SPECIALIST**

	STEP	9/1/2013 0.75%		STEP	1/1/2014 0.75%	
	1	23.75		1	23.92	
	2	24.43		2	24.62	
	3	25.06		3	25.24	
	4	25.81		4	26.01	
	5	26.59		5	26.79	
	6	27.66		6	27.86	
	7	28.75		7	28.97	
	8	29.62		8	29.84	

APPENDIX C: MEMORANDUM OF AGREEMENT ON PILOT STUDY

**MEMORANDUM OF AGREEMENT**  
**between**  
**NORTHSHORE EDUCATION CONSORTIUM**  
**BOARD OF DIRECTORS**  
**and the**  
**NORTHSHORE EDUCATION CONSORTIUM**  
**EMPLOYEE FEDERATION**  
**LOCAL 4293, AFT MA, AFL-CIO**

The Parties to the current agreement that expires August 31, 2004, having met to discuss an alternative starting date for the school year, hereby agree:

- 1) To mutually enter into a three-year Pilot Program to start the school year prior to the Tuesday after Labor Day.
- 2) The provisions of Article VI, Section 33 notwithstanding the school year 2004-2005 shall begin on a Tuesday before Labor Day (August 31, 2004) with Friday before Labor Day (September 3, 2004) scheduled as a non-work day.
- 3) If the Consortium wishes to start school year 2005-2006 in a similar fashion, it will notify employees by the end of the school year 2004-2005 or earlier.
- 4) If the Consortium wishes to start school year 2006-2007 in a similar fashion, it will notify employees by February 1, 2006 or earlier.
- 5) Employees who notify the Consortium within thirty days of the mutually agreed to date to officially announce the Pilot Program that the new beginning of the 2004-2005 school year conflicts with previously scheduled commitments will have the option to utilize personal days or make-up the missed work days at a time mutually agreed to with their supervisor and approved by the Executive Director.

APPENDIX D: APPLICATION FOR MEMBERSHIP

**The Northshore Education Consortium Employee Federation  
Local 4293 AFT Massachusetts, AFL-CIO  
112 Sohier Road, Beverly, MA 01915**

I hereby apply for membership in the Northshore Education Consortium Employee Federation, Local 4293, American Federation of Teachers of Massachusetts, AFL-CIO, recognizing this organization as a constructive force in providing better educational facilities for the Nation's children, and protecting the rights of which teachers are entitled in a democratic society.

Name of applicant \_\_\_\_\_  
(Print)

Signature of applicant \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Home E-Mail \_\_\_\_\_

Position \_\_\_\_\_ Program \_\_\_\_\_

**AUTHORIZATION FOR PAYROLL DEDUCTION**

Effective \_\_\_\_\_ / \_\_\_\_\_ I hereby request and authorized you to deduct union dues from my earnings each pay period in equal installments. This amount shall be paid to the financial treasurer of the Northshore Education Consortium Employee Federation, Local 4293, AFT-MA, AFL-CIO. Dues paid to the Northshore Education Employee Federation may not be deductible for federal income tax purposes; however, under limited circumstances, dues may qualify as a business expense. These deductions may be terminated at any time by me by written notice to both the Federation and Consortium or upon termination of my employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**COPIES TO FEDERATION AND NEC BUSINESS OFFICE**

**APPENDIX E: APPLICATION FOR AGENCY SERVICE FEE**

**The Northshore Education Consortium Employee Federation  
Local 4293 AFT Massachusetts, AFL-CIO  
112 Sohier Road, Beverly, MA 01915**

I do not wish to apply for membership in the Northshore Education Consortium Employee Federation, Local 4293, American Federation of Teachers of Massachusetts, AFL-CIO, recognizing that I shall be required to pay, as a condition of employment, an Agency Service Fee.

Name of applicant \_\_\_\_\_

(Print)

Signature of applicant \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Home E-Mail \_\_\_\_\_

Position \_\_\_\_\_ Program \_\_\_\_\_

**AUTHORIZATION FOR PAYROLL DEDUCTION AGENCY FEE**

Effective \_\_\_\_\_ / \_\_\_\_\_ I hereby request and authorized you to deduct Agency Fee from my earnings each pay period in equal installments. This amount shall be paid to the financial treasurer of the Northshore Education Consortium Employee Federation, Local 4293, AFT-MA, AFL-CIO. Fees paid to the Northshore Education Employee Federation may not be deductible for federal income tax purposes; however, under limited circumstances, fees may qualify as a business expense. These deductions may be terminated at any time by me by written notice to both the Federation and Consortium or upon termination of my employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**COPIES TO FEDERATION AND NEC BUSINESS OFFICE**

APPENDIX F: ABSENT FROM WORK FORM

NORTHSHORE EDUCATION CONSORTIUM

ABSENT FROM WORK FORM

*All requests for leave must be approved by the Executive Director two (2) weeks in advance with the exception of Personal Leave or Bereavement Leave.*

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

Position: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Date(s) requested: \_\_\_\_\_

Type of Leave Requested

☐ PAID

☐ NOT PAID

☐ Personal Leave

\_\_\_\_\_ Family

\_\_\_\_\_ Legal

\_\_\_\_\_ Medical

\_\_\_\_\_ Religious

\_\_\_\_\_ \*Other

☐ Bereavement Leave

Relationship: \_\_\_\_\_

☐ Educational/Professional Leave

☐ Family Medical Leave/Parental Leave

☐ Jury Duty

☐ Military Leave

☐ Vacation (12-Month Employees)

☐ Small Necessities Leave

☐ Other \_\_\_\_\_

*\*Program Director may seek additional information.*

*Personal Leave MAY NOT be used to extend holidays and/or vacations.  
All appointments should be made outside of the school day wherever possible.*

**Approval:**

☐ Yes ☐ No

\_\_\_\_\_  
**Supervisor**

\_\_\_\_\_  
**Date**

**Approval:**

☐ Yes ☐ No

\_\_\_\_\_  
**Program Director**

\_\_\_\_\_  
**Date**

**Approval:**

☐ Yes ☐ No

\_\_\_\_\_  
**Executive Director**

\_\_\_\_\_  
**Date**

Revised 7.18.2012

## **Appendix G: EDUCATOR EVALUATION SYSTEM FORMS**

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**September 2013**

# Evaluation Tracking Sheet

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

Plan Duration: ☐ 2-Year ☐ One-Year ☐ Less than a year \_\_\_\_\_

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

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

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

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

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

**Self-Assessment Form**

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

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

[603 CMR 35.06 \(2\)\(a\)1](#)

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

List Team Members below:

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



## Self-Assessment Form

Educator—Name/Title: \_\_\_\_\_

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

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

603 CMR 35.06 (2)(a)2

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

List Team Members below:

_____	_____
_____	_____
_____	_____

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

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

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



## Goal Setting Form

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

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

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

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

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

## Educator Plan Form

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

Plan Duration: ☐ 2-Year ☐ One-Year ☐ Less than a year \_\_\_\_\_

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

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

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

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

\*Additional detail may be attached if needed

## Educator Plan Form



Educator—Name/Title: \_\_\_\_\_

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

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

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

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

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

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

## Evaluator Record of Evidence Form

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

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

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

## Evaluator Record of Evidence Form

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

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

\*note if classroom observations are announced or unannounced

## Educator Collection of Evidence Form

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

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

### Summary of Evidence

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

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

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

☐ Attachment(s) included

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



## Formative Assessment Report Form

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





Educator—Name/Title: \_\_\_\_\_

**Performance on Each Standard***Describe performance and feedback. Attach additional pages as needed.***I: Curriculum, Planning, & Assessment****II: Teaching All Students****III: Family & Community Engagement****IV: Professional Culture**

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

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

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

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

## Formative Evaluation Report Form

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

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

☐ Progress toward attaining goals

☐ Performance on Standards

☐ Both

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

*Attach additional pages as needed.*

☐ Did not meet   ☐ Some progress   ☐ Significant Progress   ☐ Met   ☐ Exceeded

Rationale, evidence, and feedback:

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

*Attach additional pages as needed.*

☐ Did not meet   ☐ Some progress   ☐ Significant Progress   ☐ Met   ☐ Exceeded

Rationale, evidence, and feedback:

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



## Formative Evaluation Report Form

Educator—Name/Title: \_\_\_\_\_

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

### Rating on Each Standard

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

☐ Unsatisfactory   ☐ Needs Improvement   ☐ Proficient   ☐ Exemplary

Rationale, evidence, and feedback:

#### II: Teaching All Students

☐ Unsatisfactory   ☐ Needs Improvement   ☐ Proficient   ☐ Exemplary

Rationale, evidence, and feedback:

#### III: Family/Community Engagement

☐ Unsatisfactory   ☐ Needs Improvement   ☐ Proficient   ☐ Exemplary

Rationale, evidence, and feedback:

#### IV: Professional Culture

☐ Unsatisfactory   ☐ Needs Improvement   ☐ Proficient   ☐ Exemplary

Rationale, evidence, and feedback:

## Formative Evaluation Report Form

Educator—Name/Title: \_\_\_\_\_

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

Overall Performance Rating			
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Proficient	<input type="checkbox"/> Exemplary
<p><u>Rationale, evidence, and feedback:</u></p> <div style="height: 250px; border: 1px solid black; margin-top: 5px;"></div>			
Plan Moving Forward			
<input type="checkbox"/> Self-Directed Growth Plan	<input type="checkbox"/> Directed Growth Plan	<input type="checkbox"/> Improvement Plan	<input type="checkbox"/> Developing Educator Plan

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

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

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

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

**Summative Evaluation Report Form**

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

**Progress Toward Student Learning Goal(s)***Attach additional pages as needed.*☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ ExceededRationale, evidence, and feedback:**Progress Toward Professional Practice Goal(s)***Attach additional pages as needed.*☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ ExceededRationale, evidence, and feedback:

## Summative Evaluation Report Form

Educator—Name/Title: \_\_\_\_\_

## Rating on Each Standard

**I: Curriculum, Planning, & Assessment** ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ ExemplaryRationale, evidence, and feedback:**II: Teaching All Students** ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ ExemplaryRationale, evidence, and feedback:**III: Family/Community Engagement** ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ ExemplaryRationale, evidence, and feedback:**IV: Professional Culture** ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ ExemplaryRationale, evidence, and feedback:

# Summative Evaluation Report Form

Educator—Name/Title: \_\_\_\_\_

## Overall Performance Rating

☐ Unsatisfactory      ☐ Needs Improvement      ☐ Proficient      ☐ Exemplary

Rationale, evidence, and feedback:

## Plan Moving Forward

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

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

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

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

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



## Educator Response Form

Educator—Name/Title: \_\_\_\_\_

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

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

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

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

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

### Educator Response

*Attach additional pages as needed*

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

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

☐ Attachment(s) included



**Appendix H: ESE MODEL RUBRIC FOR TEACHERS**

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**January 2012**

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

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

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

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

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

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

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

*How to reference parts of the rubric:*

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

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

## 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.*

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

**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

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

**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

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

**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

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

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

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

**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

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

**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

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

**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

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

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

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

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

**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

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

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

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

**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

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

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

**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

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

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

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



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

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

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

**Appendix I: SPECIALIZED INSTRUCTIONAL SUPPORT PERSONNEL (SISP) RUBRIC**

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**March 2012**

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

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

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

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

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

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

## Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

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

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

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

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

## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development <sup>10</sup>	Develops or contributes to the development of plans that are not timely and/or not tailored to the needs of individual students; or, plans do not include appropriate supports or measurable outcomes that would enable students to meet the goals and objectives of the plan.	Develops or contributes to the timely development of plans that respond to some but not all relevant individual student needs, and/or plans that lack sufficient measurable outcomes or supports that enable students to meet all goals and objectives of the plan.	<b>Develops or contributes to the timely development of well-structured plans with measurable outcomes that respond to all relevant individual student needs, and include supports that enable students to meet the goals or objectives of the plan.</b>	Develops or contributes to the timely development of comprehensive, well-structured plans with measurable outcomes that respond to all relevant individual student needs, are coordinated with other plans relevant to those students, and include supports that enable students to meet all goals or objectives of the plan. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons (which may include individual and group activities or sessions) with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping.	Develops lessons (which may include individual and group activities or sessions) with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	<b>Develops well-structured lessons (which may include individual and group activities or sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.</b>	Develops well-structured and highly engaging lessons (which may include individual and group activities and sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

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

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

## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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

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## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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

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.	<b>Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.</b>	Successfully conveys to most parents clear, user-friendly student learning, behavior, and wellness expectations. Is able to model this element.

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## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-2. Student Support	Rarely, if ever, communicates with parents on ways to support learning and development at home or at school.	Sends home occasional suggestions on how parents can support learning and development at home or at school.	<b>Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.</b>	Regularly communicates with parents to share and/or identify strategies for supporting learning and development at school and home, successfully encourages most families to use at least one of these strategies, and seeks out evidence of their impact. Is able to model this element.

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

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## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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

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## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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

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## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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

## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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

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

## Specialized Instructional Support Personnel Rubric

### Standards and Indicators of Effective Teaching Practice:

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

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## APPENDIX J: SETTING SMART GOALS

Setting SMART Goals<sup>1</sup> Good goals help educators, schools, and districts improve. That is why the educator evaluation regulations require educators to develop goals that are specific, actionable, and measurable. They require, too, that goals be accompanied by action plans with benchmarks to assess progress.

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

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

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

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

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

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

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

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

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

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

## **Key Actions**

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

## **Benchmarks:**

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

## **S = Specific and Strategic**

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

## **M = Measurable**

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

## **A = Action Oriented**

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

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

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

## **T = Timed**

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

APPENDIX K: PAYROLL DEFERRAL FORM  
**NORTHSHORE EDUCATION CONSORTIUM**  
**Payroll Deferral Form**

**ACTION** (*Check One*):

☐ START Payroll Deferral

☐ STOP Payroll Deferral

**PLEASE PRINT**

**Name:** \_\_\_\_\_ **Date of Hire:** \_\_\_\_\_  
(Last) (First) (MI)

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
(Street) (City) (State) (Zip)

**Position/Title:** \_\_\_\_\_ **School/Work Location:** \_\_\_\_\_

*I understand by electing to **START Payroll Deferral** I am authorizing my employer, the Northshore Education Consortium Board of Directors, to annualize my current salary, and to pay it to me in twenty-six (26) equal installments starting with the first payroll period in the school year after which this election is made. I also understand that once I choose to **START Payroll Deferral** this election, which is voluntary, shall remain in effect for the entire school year, and will continue from one school year to the next, unless and until I execute another **Payroll Deferral Form** and elect to **STOP Payroll Deferral**.*

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

----- (Payroll Department Use Only) -----

☐ **Request PROCESSED.**

☐ Employee participating in PAYROLL DEFERRAL effective \_\_\_\_\_.  
(Date)

☐ Employee withdrawn from PAYROLL DEFERRAL effective \_\_\_\_\_.  
(Date)

\_\_\_\_\_  
Payroll Department (Date)

☐ **Request NOT PROCESSED.**

**Reason request was NOT PROCESSED:** \_\_\_\_\_

\_\_\_\_\_  
Payroll Department (Date)

**Send the completed form to Northshore Education Consortium – Payroll Department – 112 Sohier Rd, Beverly, MA 01915**

Distribution: Original Personnel File; Payroll Department; Employee Rev. 07/23/2013