AGREEMENT

BETWEEN

WESTFORD SCHOOL COMMITTEE

AND

WESTFORD EDUCATION ASSOCIATION

UNIT C

July 1, 2017 – June 30, 2020

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PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Westford, that healthy children learn best, and that good morale within the nursing staff of Westford is essential to the achievement of that purpose, we, the undersigned parties to this Contract, declare that:

a. Under the laws of Massachusetts, the School Committee, hereafter called the Committee, elected by the citizens of Westford, has final responsibility for establishing the educational and health policies of the public schools of Westford. The employees are responsible for reading and abiding by School Committee policy. The Committee will make School Committee policies and regulations readily available to all employees on the school website.

b. The Superintendent of Schools of Westford (hereinafter referred to as the Superintendent) has the responsibility for carrying out the policies so established.

c. The nursing staff of the public schools of Westford has the responsibility for providing health care of the highest possible quality. This responsibility may include voluntary participation by individual employees in committees, task forces and other study groups. It is understood, however, that such participation shall not be deemed to constitute representation of the bargaining interests of the Westford Education Association, hereafter called the Association.

d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the employees in the formulation and application of policies relating to wages, hours, and other conditions of employment. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this agreement.

e. Pursuant to law here applicable, neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its own representatives, and while no final agreement shall be executed without ratification by the Association and the Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations.

ARTICLE I - SCOPE / RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiations of collective bargaining, the Committee hereby recognizes Unit C of the Westford Education Association as the exclusive collective bargaining agent and representative of all employees as certified by the Massachusetts Labor Relations Commission in Case No. MCR - 2643

The Committee will not employ an interim employee in any position covered by the Agreement unless the Committee has a reasonable expectation that a person on leave from a position covered by this Agreement will return to that position, or to fill a position for the remainder of a partial school year.

ARTICLE II -- RIGHTS OF COMMITTEE

The Committee is a public body established under, and with the power provided by, the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford, the Committee is charged with the responsibility for the quality of education in, and the efficient and economical operation of, the Westford School System. It is acknowledged that the Committee has the final responsibility of establishing the education policies of the Public Schools of Westford insofar as the law allows.

Nothing in this Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statues of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

Section 1. For the purposes of this Agreement, a grievance shall be defined as:

Any complaint by an employee in the unit covered by this Agreement that (1) she/he has been subjected to a violation, inequitable application or misinterpretation of a specific provision of this Agreement, or (2) she/he has been subjected to an arbitrary or capricious act contrary to established practice.

An “aggrieved person” is the person or persons making the claim. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

Time Limits: All time limits herein, except in Section 6, shall consist of school days from September 1 through May 31. From June 1 through August 31 may be referred to as calendar days. It is understood that any grievances pending at the conclusion of this contract will remain operative in the subsequent contract period unless settled in negotiations.

Section 2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of nurses. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

Section 3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Section 4. Any party in interest may be represented at all stages of the grievance procedure by a person of her/his own choosing except that she/he may not be represented by a representative or an officer of any nurse organization other than the Association or MTA-NEA officials. When a nurse is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Step 1.

Section 5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement.

Section 6. If, at the end of the thirty (30) calendar days next following the occurrences of any grievance, (or when the nurse should reasonably have had knowledge of such occurrence) the grievance shall not have been presented in writing at Step 1, set forth below, the grievance shall be deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next step in the procedure shall not have been taken within the time specified therefore in this Article.

Section 7. Subject to the foregoing, all grievances must be processed in accordance with the steps, time limits, and conditions set forth below:

Step 1: The nurse shall present the grievance during her/his non-working hours to her/his school principal who shall give her/his answer in writing within five (5) days. If the grievance is not satisfactorily settled at this step, it may

Step 2: Be presented to the WEA Professional Rights and Responsibilities Committee by the nurse involved within three (3) days after receipt of the Principal's answer. If the Professional Rights and Responsibilities Committee concurs in the answer of the Principal, the matter shall be considered settled at this step as far as the Association is concerned and the Principal shall be so notified. If the grievance is not satisfactorily settled at this step to the Association's satisfaction and/or if the nurse shall so desire, it may

Step 3: Be reduced to writing by the nurse within fifteen (15) days after receipt of the Principal's answer and be presented to the Superintendent of Schools. The Superintendent or her/his designee, and the nurse, and, if the nurse so elects, the President of the Association, or her/his designee, shall meet to discuss the grievance within ten (10) days after receipt of the written grievance. Grievances reaching the Superintendent's level will be summarized and forwarded to the Committee for their information. The Superintendent shall elect whether this discussion shall take place during working hours or not. The Superintendent, or her/his designated representative, shall give her/his written answer to the grievance within seven (7) days following the conclusion of the meeting. If the grievance is not satisfactorily settled at this step, it may

Step 4: Be appealed in writing within five (5) days after receipt of the written answer of the Superintendent by the nurse to the School Committee. The School Committee, and/or its designated representatives and the nurse, and, if the nurse so elects, counsel and/or an authorized representative of the Association, shall meet to discuss the grievance as promptly as possible, normally within fifteen (15) days, at a time mutually agreed upon between the Chair of the School Committee and the President of the Westford Education Association. If any person or persons are to represent the nurse at this meeting, the School Committee will be informed in writing prior to three (3) days before the meeting of the names and titles of such person or

persons. The School Committee or its designated representative shall elect whether this discussion shall take place during working hours or not.

Step 5: The School Committee will give its written answer to the grievance within ten (10) days following the conclusion of the meeting. If no satisfactory settlement of the grievance is made, it may be appealed to arbitration by written notice of such intention to appeal within ten (10) days after the receipt of the written answer under Step 4. This appeal to arbitration shall be in accordance with the procedure and conditions set forth below.

Step 1: The Arbitrator is to be mutually selected by the Committee and the Association. If the Committee and the Association cannot agree within seven (7) working days after written notice of the intention, then;

Step 2: The party demanding arbitration shall, within five (5) working days thereafter, request the American Arbitration Association to provide a panel of arbitrators. Said Arbitrator is then to be selected under the provisions of the Voluntary Arbitration Rules.

Step 3: The Arbitrator shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his award not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, from the date of submission to her/him of the final statement and briefs. The Arbitrator's award shall set forth her/his findings of fact, reasoning, and conclusions. The Arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is inconsistent with any provision of this contract. The award of the Arbitrator shall be submitted to the School Committee and the Association, and, subject to law, shall be final and binding upon the School Committee, and the Association and the aggrieved employees.

The fees of the American Arbitration Association, the arbitrators, and the expenses of any required hearings shall be shared equally by the Committee and the Association, excepting that each party shall bear the expenses of its representatives, participants, witnesses, and for the preparation and representation of its own case. The School Committee may legally undertake this obligation. In no event shall any

present, or future, member of the Committee have any personal obligations for payment under the provisions of this contract.

The Arbitrator shall be bound by the procedures set forth in the Voluntary Labor Arbitration Rules as now in effect or hereafter notified by the American Arbitration Association. The Arbitrator's award shall be in writing and shall set forth her/his findings of fact with reasoning and conclusions. She/he shall arrive at her/his decision solely upon the facts, evidence, and contentions presented by the parties through the arbitration proceeding. The Arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this Agreement, and, in reaching her/his decision, shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein and the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. The Arbitrator shall be without power or authority to make any award which would require the Committee to do an act prohibited by law.

Notwithstanding anything to the contrary, no dispute or controversy shall be the subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. The parties may, by mutual agreement, submit more than one pending grievance to the Arbitrator.

ARTICLE IV - SICK LEAVE

Section 1. - Sick leave will accrue at the rate of fifteen (15) days per contract year up to an accumulated total of one hundred and fifty (150) days.

Up to five (5) days of sick leave per year may be used for family related emergencies involving the employee's immediate family member (mother, father, brother, sister, spouse, children, grandchildren, mother-in–law, father-in-law, step parent) or any person who resides with the employee or when the care of such person is the primary responsibility of the employee.

ARTICLE V - PERSONAL, FUNERAL & RELIGIOUS LEAVE

Section 1 - In each school year professional employees may obtain up to two (2) days leave with pay for imperative personal business or legal obligations, which cannot effectively be conducted outside of school

hours. A third day of such leave may be granted to an employee for the celebration of a holiday of substantial significance to his or her religion.

Section 2. Another day may be granted for religious purposes at the discretion of the Superintendent upon receipt of a written request at least five days in advance. These days may not be accumulated. An employee will not be required to specify reasons for a personal day, except as set forth below. No request for personal leave will be submitted so as to extend a holiday or vacation period without a statement of reasons. Such requests may be granted at the sole discretion of the Superintendent.

Section 3. In the event of the death of an employee's immediate family member (mother, father, brother, sister, spouse, child, grandchild, mother-in-law, father-in-law, step parent) or any individual who resides with the employee, a maximum of five (5) regularly scheduled school days for funeral and bereavement leave shall be given to the employee without loss of pay and with no accumulation. In the event of the death of an employee's close relative who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such service without loss of the regular day's pay, and with no accumulation

ARTICLE VI – LEAVES (MMLA / FMLA / MILITARY)

Section 1. Massachusetts Maternity Leave Act (MMLA)

The Committee will abide by the Massachusetts Maternity Leave Act (MMLA). Upon the receipt of at least two weeks' written notice to the Superintendent of Schools of the employees anticipated date of departure and with the intention to return under the Massachusetts Maternity Leave Act (MMLA) a member of this unit who is pregnant or intending to adopt a child and has been employed for at least ninety (90) calendar days shall have the option of taking either:

a. A leave of up to and no more than eight (8) work weeks based on the approved school calendar at the time of birth or the date of adoption, but not substantially earlier or later.

b. A leave specifically limited to the actual period of preparing for and participating in childbirth and caring for a new born, or adopting and caring for a newly adopted child under 18 or a child under 23 with mental or physical disabilities.

The employee must notify the Superintendent if she intends to take leave under the MMLA. An employee who takes a leave under the MMLA may request to apply their earned sick leave benefits for five (5) consecutive days following the birth or adoption of the child, plus any period of the employee's continuing disability due to childbirth.

A person returning from a leave under this Article shall have a right to return to the employee's previous or similar position unless the employee would have been non-renewed or reduced in force. Nothing in this section of the bargaining agreement shall be construed to affect the Committee's requirement to abide by the MMLA, nor is it intended to expand or contract the rights and benefits of the act.

Section 2. Family Medical Leave Act (FMLA)

The Committee will abide by the Family Medical Leave Act (FMLA of 1993). An employee with at least twelve (12) months employment with family medical issues that renders him/her unable to perform functions of their job must notify the Superintendent in writing of their intent to take a medical leave. The Superintendent of Schools will designate in writing that the leave is to be taken under the Family Medical Leave Act (FMLA). Medical issues that qualify under the Family Medical Leave Act (FMLA) include a serious personal health condition that makes the employee unable to perform the functions of his/her position, care for family members who have serious health conditions including spouse, son, daughter, parent, care for a newborn, and adoption or foster child placement. The leave year shall be based on a twelve (12) month basis with only one (1) FMLA leave allowed in a twelve (12) month period. The twelve (12) month period will be calculated forward from the commencement date of the requested FMLA leave.

Section 3. Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Section 4: Long Term Leave

While it is recognized that except as specifically required by this Agreement, the Superintendent is not required to grant long term leaves of absence. An employee who has completed two (2) full years of employment, may be granted a long term leave of up to one (1) year without pay. If granted, the employee shall notify the Superintendent in writing of the employee's intention to return and the date of return by April 15 of the leave year. The employee involved will have the right to discuss this matter with the Superintendent. It is recognized that the decision of the Superintendent is final and will not be subjected to the grievance and arbitration provisions of the Agreement.

An employee returning from leave under this Article will be placed on the next step of the schedule if the employee had been actively employed by the Westford School System for more than ninety-one (91) days in the school year during which the leave commenced. Upon return, all sick leave that was accumulated on the date the leave began shall be restored. A person returning from a leave under this Article, unless there has been a reduction in force that would have affected the employee, will be returned to the same or a similar position to which the employee was assigned at the commencement of the leave with all benefits (including seniority) that she had accrued at the commencement of the leave.

ARTICLE VII - SICK LEAVE BANK

Section 1. A Sick Leave Bank has been established for use by "eligible members" of this Agreement whose sick leave accumulation is exhausted through prolonged illness or disability and who require additional leave to make full recovery from an extended illness or disability. Effective September 1, 1993, the Unit C Sick Leave Bank merged with the Unit A Sick Leave Bank.

Section 2. The Sick Leave Bank shall be administered by the Westford Public Schools Human Resources Department and the Superintendent's office and managed by a Sick Leave Bank Committee consisting of three (3) members designated by the School Committee to serve at its discretion, and three (3) members designated by the Association to serve at its discretion. The Human Resources Department will be responsible for reviewing all requests and for verifying sick time data. The Superintendent will review applications for approval. Applicants may appeal the Superintendent's decision to the Sick Bank Committee. The decision of this Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration. The Sick Leave Bank Committee shall be responsible for developing procedures for processing applications. These procedures will be designed to respect the employees' reasonable expectations of confidentiality.

Section 3. The "eligible members" of the Sick Leave Bank shall be limited to full-time personnel covered by this Agreement who have been employed for a minimum of two (2) years and who are active participants in the bank. Eligible employees who are not active members will be given the opportunity to become active participants upon notification to the Sick Leave Bank Committee in writing on or before October 1st of each school year. Any employee who elects to become an active participant will remain an active participant until she/he notifies Central Office in writing by September 15 in any subsequent year that she/he no longer wishes to be a member.

Section 4. In any year when the bank has less than 3,000 accumulated days, each " eligible member" shall have her/his sick leave accumulation reduced by one (1) day and all of those days shall be deposited in the bank to be utilized by other bank members. In those years when the bank has 3,000 or more accumulated days, only those members who have contributed less than fourteen (14) days to the bank during their employment in Westford shall have their sick leave accumulation reduced by one day and those days shall be deposited in the Bank to be utilized by other bank members.

Section 5. Application for benefits shall be made in writing to the Human Resources Department accompanied by a physician's note as to the need for and the anticipated extent of the extended recovery time from the illness or disability.

Section 6. Applications for benefits may be made prior to the employee's exhaustion of her/his own personal sick leave to expedite benefits, but drawings upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event unless the prolonged illness has exceeded twenty (20) school days.

Section 7. The initial grant of sick leave by the Sick Leave Committee to an "eligible employee" shall not exceed twenty (20) days unless a clear need for additional days has been demonstrated in which case the initial grant may be up to fifty (50) days. Upon completion of the initial grant, an additional entitlement may be extended upon demonstration of need by the applicant, and these days may extend into a second school year, with the approval of the Sick Leave Bank Committee. In no case may the total number of days granted to the employee exceed the total number of sick days that the employee had when the illness began or the prior related illness reoccurred.

Section 8. Subject to the foregoing requirement, the WEA, the Human Resources Department and the Superintendent will determine eligibility of the use of the Bank and the amount of leave to be granted. The decision of the Sick Bank Committee with respect to eligibility entitlement shall be final and binding and not subject to appeal or arbitration.

Section 9. Unused days in the Sick Leave Bank shall be carried over into the Bank that is established for the next academic year.

Section 10. Each time the Sick Leave Bank is exhausted during the applicable Bank year, all "eligible members" shall have their sick leave accumulation deducted by another day and that day shall be deposited in the Bank.

Section 11. "Eligible Members" of the Sick Leave Bank may also apply for benefits related to their participation in a treatment program for weight control, food disorders, stress, alcohol, and other chemical abuse, including smoking. Applications for such benefits must include a physician's recommendation. If the application for benefits is approved, the School Department will pay the costs of the program that are not covered by the employees' insurance and/or the employees spouse's insurance. The number of days remaining in the Sick Leave Bank will be reduced to reflect the payment for such treatment program. The

reduction will be calculated by dividing the cost of the program to the School Department by the applicable daily rate of substitute pay. The result, rounded to the nearest whole number, will be deducted from the Bank.

ARTICLE VIII - CAREER CHANGE LEAVE

Section 1. Subject to the conditions set forth in this article, an unpaid leave of absence may be granted to bargaining unit members to explore the possibility of a career change.

Section 2. All leaves shall be for a period of one (1) year, commencing with the opening of school in the fall and an employee shall be eligible for only one such leave during her/his service in Westford.

Section 3. To be eligible, an employee must have six or more years of seniority as defined in Article XV, Section 1 (**REDUCTION IN FORCE**) at the time the written application for the leave is filed with the Committee. The application must be filed no later than March 15th preceding the date on which the leave is to begin.

A person returning from a leave under this Article, unless there has been a reduction in force that would have affected her/him, will be returned to the same or similar position to which she/he was assigned at the commencement of the leave with all benefits (including seniority) that she/he had accrued at the commencement of the leave and at the same salary that she/he would have earned for the year in which the leave was taken.

ARTICLE IX - GENERAL

Copies of this Agreement will be printed at the Committee's expense and given to the Association.

Section 1. Hours: While it is recognized that the final decision in hours of duty for bargaining unit members rests with the School Committee, it is agreed that there will be no permanent change of these hours until there has been consultation with the Association on the matter. The Committee and the

Westford Education Association recognize the benefits of scheduling classes to begin no later than 9:00 a.m.

Section 2. Work Year: Effective 07/01/2014, the number of work days for each employee shall be 185 days as determined by the annual School Calendar. The Head Nurse will be granted one (1) day per month within this 185 day schedule to conduct administrative duties at which time a substitute will be hired to cover the nursing duties. An additional day will be granted to attend regional meetings at the discretion of the Superintendent of Schools and/or designee. The Head Nurse shall work an additional five (5) days beyond the School Calendar. In lieu of a scheduled "no school" Parent Conference Day, each employee is eligible to attend one (1) floating Professional Development Day.

Section 3. Duty-free Lunch: Employees shall be entitled to a duty free meal break, not to exceed twenty-five (25) minutes, to be scheduled by each member of this agreement, taking into consideration the health needs of the students in her/his care.

Section 4. School Safety Committee: In order to continue the Committee's and the Administration's commitment to workplace safety, a School Safety Committee will be formed which will include representatives from the Administration, the Association and other employee groups. The Safety Committee will meet regularly when any group member deems necessary or immediately in the event of an emergency. The goal of the Safety Committee will be to review workplace health and safety issues.

The Safety Committee may make recommendations for action to the Administration or the School Committee. Such recommendations shall be based on majority vote with the administration having the same number of votes as the represented employee groups combined.

Section 5. WEA Consultation Committee: The parties to this Agreement hereby express their joint intention, through the provisions of this Section, to seek to continue their harmonious relations; to promote mutual cooperation and understanding; to establish and maintain new and effective lines of communication between the parties; to insure the safety and professional well-being of the employees, all with the goal of providing the Town of Westford with the best and most effective schools possible. In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for informal mutual expression and meaningful discussion.

Therefore, the Association shall designate two (2) representatives, in addition to the President, to meet with the Superintendent on a monthly basis at mutually convenient times to consult as provided herein. The Superintendent, at her/his discretion, may request two (2) management representatives to sit with him/her.

The Association and the Superintendent agree that at least one (1) week prior to the date scheduled for the regular meeting of the committee described above, each will submit a written agenda of subjects about which they wish to consult. The consultations, as nearly as possible, will be confined to subjects on the agenda.

Section 6. Dues and Payroll Deductions: The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance here with, shall certify to the Treasurer of Westford all payroll deductions for the payment of dues to the Association duly authorized by employees covered by the contract.

Pursuant to Chapter 149, Section 178B of the General Laws, employees may authorize in writing a payroll deduction of a given amount to be made every pay period for the purpose of a deposit into a designated bank. This provision shall be effective only so long as payroll is handled by the Town and it is feasible for the Town to comply with it. If payroll is transferred elsewhere, the School Committee will make every reasonable effort to obtain a continued compliance with this provision. School employees new to the system may submit such authorization to the Human Resources Department within 30 days of the commencement of employment.

THE PROVISIONS OF THE PARAGRAPH ALSO APPLY FOR PAYROLL DEDUCTIONS AUTHORIZED BY THE TOWN FINANCIAL DIRECTOR.

ARTICLE X - PROFESSIONAL DEVELOPMENT

Section 1. Up to two (2) days may be given for professional enrichment without loss of pay. These days may be used to attend workshops, in service programs, and/or seminars sponsored by professional associations. The decision to grant such days is discretionary with the Superintendent.

Section 2. The cost of CPR, First Aid courses and the nurses' State Nursing License, which are required of all employees under this Agreement will be reimbursed. Beginning in FY13, the cost of the National School Nurse Association dues will be reimbursed.

Section 3. Providing the annual school calendar offers a professional development day before the commencement of classes, the nurses will use this day to meet with parents and guardians to discuss medicine and medical care plans.

Section 4. Each employee covered under this agreement shall receive reimbursement of up to $600 for CEU's, contact hours, and/or PDP's, or reimbursement of up to $750 for a pre-approved course in a Master's Degree program, or reimbursement of up to $500 for pre-approved courses taken beyond the masters level. The Superintendent of Schools or his designee will approve all courses. To qualify for college level tuition reimbursement for the budget year following, the employee must file with the Superintendent of Schools by December 1st of the previous school year her/his intent to take courses. Unit C members in their first year of employment must file their intent to take courses during that year with the Superintendent of Schools by October 1st. She/he must also present receipted tuition bill(s) along with the university credit after completion of course(s). A canceled check along with official university credit after completion of a course would also be acceptable for reimbursement. A Part-time employees' tuition reimbursement shall be pro-rated based on her/his FTE status unless otherwise agreed to by the parties.

ARTICLE XI - POLICY STATEMENTS

Section 1. Jury Duty: In accordance with Chapter 234A of the General Laws of Massachusetts, any employee required to be absent from work because of Jury Duty, shall be paid the difference, if any, between her/his regular wages over and above the amount she/he receives because of such Jury Duty.

Section 2. Personnel Files: Employees will receive a copy of any material other than record-keeping material maintained in the normal course of the employee's employment that is put in her/his Central Office personnel file. Employees will then have a right to submit a written, dated response or comment to such material within thirty (30) days after she/he receives the copy, and such response shall be attached to

the document. Employees have the right to review the contents of their personnel file during the normal business day, with the exception of "confidential references."
Employees may obtain information on their accumulated sick leave and step placement by contacting the Central Office during its usual business hours.

Section 3. Job Postings: Whenever a permanent vacancy occurs in a position within the bargaining unit during the course of the school year, notice of such vacancy will be posted at each school where employees are regularly assigned at or before the time that it is announced to others, but at least for a period of five (5) school days prior to filling the vacancy. Employees who desire the position will notify the Superintendent. The School Committee, in its discretion, will determine whether a vacancy exists and if so, whether it is to be filled.

Section 4. Travel Reimbursement: Employees shall be reimbursed for reasonable travel expenses if such travel is authorized. When an employee uses her/his own vehicle for such travel, reimbursement shall be at the rate currently in effect for IRS purposes rounded down to the nearest full cent, provided, however, when the rate is changed by the IRS, the Committee shall have up to 60 days to implement that change and the change will become effective as of the date of implementation.

Section 5. Malpractice Insurance: The School Committee will purchase, for each member of Unit C a malpractice insurance policy of protection for said members as is currently in effect.

Section 6. Membership: The School Committee will purchase one membership to Massachusetts School Nurse's Organization during each year of this Agreement.

ARTICLE XII - NON- RESIDENT TUITUON

The Committee agrees to permit the children of non-resident employees to attend Westford Public Schools, provided that such attendance shall not require the Committee (pursuant to its own policies) to increase staff. The child of an employee residing in Massachusetts who is seeking entry in a grade that has declared openings under the School Choice program may be admitted via the School Choice program. Acceptance in the School Choice program will be subject to a lottery if there are more

applicants than declared School Choice seats. If the child of an employee (who resides in Massachusetts) is not accepted via the School Choice program, the child may still attend Westford schools tuition free. A child of an employee who resides outside of Massachusetts, who is not eligible to attend under the School Choice program, will be allowed to attend Westford schools tuition free. The Committee's refusal to grant such permission in a given instance shall not be subject to the grievance and arbitration provisions of the Agreement.

ARTICLE XIII - COMPENSATION

Salary Schedule

Attachment A

Longevity Schedule

Attachment B

Athletic/Activity Stipends

Attachment C

Section 1. Each employee shall be placed on the salary scale on the step determined by the Superintendent or his/her designee. The factors to consider may include the employee's prior public school community health, and pediatric nursing experience.

Section 2. A Part-time employees' salary shall be pro-rated based on her/his FTE status.

Section 3. A step number represents the employees' place on the salary schedule and does not necessarily represent years of experience in or out of Westford Public Schools An employee will move one (1) step per year until reaching the maximum step. Salary steps are based on successful and satisfactory performance.

Section 4. In addition to the amounts specified above the Head Nurse shall be paid an annual stipend of six thousand, five hundred dollars ($6500.00). This stipend includes an additional five (5) days beyond the annual School Calendar work year with the extra days being scheduled cooperatively, perhaps in hourly segments. The head nurse will be responsible for hiring substitutes and conducting regular staff

meetings. The head nurse will not be responsible for scheduling substitutes. Any employee needing a substitute will use the sub placer system.

Section 5. When the Head Nurse has been absent for at least ten (10) consecutive school days, the employee who may be offered and who accepts the duties and responsibilities of Acting Head Nurse will be paid the differential paid to the Head Nurse for the period this appointment remains in effect

Section 6. A total of fifteen (15) days for summer work shall be budgeted by the Committee. Such appropriation will be divided between the three (3) employees working at the K-2 level, and the two (2) employees working at the middle school level. Employees will be paid at a per diem rate.

Section 7. In recognition of dedicated service to the children of Westford, any employee who terminates employment after ten (10) years of employment or is eligible for retirement under the Massachusetts Teachers Retirement System regulation shall receive $35 for each accumulated sick day, up to the maximum of 150 days. To be eligible, each employee must file, one year in advance, a notice of intent to retire from the Westford Public Schools under the provisions of the Massachusetts Teachers Retirement System. Such payments shall be made in a lump sum upon retirement or on the next January 1 following retirement.

ARTICLE XIV – EVALUATIONS

Employee evaluations will be conducted in accordance with the Westford Public Schools Professional Standards and the Massachusetts Model System for Educator Evaluation designed by the Department of Elementary and Secondary Education (DESE), pursuant to the new educator evaluation regulations, 603 CMR 35.0, as from time to time, modified or supplemented at the agreement of the parties.

Section 1. Effective FY14, after the completion of training, the Head Nurse will perform formal evaluations of the school nurses. Additionally, the Superintendent of Schools or her/his designee may conduct the evaluation of a school nurse. At the discretion of the Superintendent and/or his designee, a substitute will be provided to enable the Head Nurse to conduct evaluations, receive training and to facilitate the duties of the Head Nurse's stipend position.

ARTICLE XV - REDUCTION IN FORCE

Section 1. Seniority for purposes of this Article is the length of continuous employment as a School Nurse in the Westford Public Schools measured from the first day for which compensation was received as a Nurse, based on permanent status, including time spent on paid and unpaid leaves of absence authorized by this Agreement. An employee will lose seniority for the following reasons:

a. She/he terminates employment in the Westford Public Schools.

b. She/he is discharged or laid off and not recalled

c. She/he takes an unauthorized leave of absence

Time lost as a result of suspension will not constitute a break in seniority but will be subtracted from it.

Section 2. In the event a reduction in the number of School Nurses covered by this Agreement is deemed advisable by the Committee, a School Nurse will have the right to bump a School Nurse having the least seniority. Super seniority will be given to the Head Nurse.

Section 3. If, subsequent to a layoff, vacancies occur, the School Nurses who have been laid off within the prior year under the foregoing provisions will have recall rights on the basis of seniority at the time of layoff to nursing vacancies that may subsequently occur.

Section 4. Any School nurse who has recall rights shall be notified of such vacancy by means of a registered letter sent to her/his last address of record. The School Nurse shall have seven (7) days from the sending of the registered letter to notify the Superintendent of her/his desire to return. If notification of acceptance of the vacant position is not received within this period, the School Nurse will forfeit all rights and benefits provided for in this Article.

Section 5. To the extent permitted by General Laws, Chapter 32B and the Town By-Laws, laid-off School Nurses may continue group health and life insurance coverage during the recall period as provided to members of the bargaining unit by reimbursing the Town Financial Director for premium costs. Failure to timely forward premium payments or refusal to return to employment on recall will terminate this option.

Section 6. In cases where two (2) or more School Nurses have the same seniority, the Superintendent will have the discretion to determine the order of layoff and recall of those School Nurses, and her/his judgment shall be final and binding and not subject to the grievance or arbitration provisions of this Agreement.

Section 7. A list specifying the seniority of each member of the bargaining unit shall be prepared by the Human Resources Department and forwarded to the President of the Association within thirty (30) days following the execution of this Agreement. An updated list shall be supplied by the Human Resources Department annually thereafter.

Section 8. School Nurses who are to be affected by a reduction in staff should normally be notified no later than May 15 of the school year preceding the September in which the reduction will take place. It is recognized, however, that such notification of the intended reduction may be given after May 15, and that reductions may occur during a school year. In such cases, the School Nurse will receive notice of the intended layoff at least thirty (30) calendar days before the effective date of layoff.

ARTICLE XVI - PROTECTION AND INDEMNIFICATION

Section 1. A School Nurse who, in good faith, renders emergency aid or transportation to a person who has become injured or incapacitated in a school building or on school grounds will not be subject to disciplinary action by the Committee for such emergency first aid or transportation.

Section 2. In the event that a School Nurse is incapacitated as a result of a bona fide injury or sickness arising out of, or in connection with, her/his service to the Town, for which Workers' Compensation is payable, all guidelines will be followed as established with the Town of Westford and their designated insurance carrier.

ARTICLE XVII - SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees is found to be contrary to law, then such provision or application will not be deemed valid, except to the extent permitted by law, but all other provisions of applications will continue in full force and effect.

ARTICLE XVIII - DURATION

Section 1. The date of signing this Agreement by the authorized representatives of the Association and the Committee will constitute the effective date of this Agreement. The contract will commence July 1, 2017.
Section 2. This Agreement shall remain in full force and effect until June 30, 2020. If a successor agreement is not reached before the expiration date of the existing contract, the existing contract shall remain in full force and effect until the successor agreement is reached. To renew or amend this contract for the period after June 30, 2020, both parties agree to mutually establish negotiation schedules on or before December 1, 2019.

IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by its authorized designees and the Association, acting on behalf of the School Nurses, has caused this instrument to be signed by its proper officers hereunto duly authorized the 9th day of April 2018.

WESTFORD SCHOOL COMMITTEE

WESTFORD SCHOOL NURSES

Susan M. Hanley
Joan M Mitchell
Charity MacDonald RN

ATTACHMENT A

SALARY SCHEDULE 2017-2018

SALARY ADJUSTMET, NO STEP MOVEMENT

STEP	BACHELORS	MASTERS	MASTERS +30
1	$44,167	$50,165	$55,004
2	$46,317	$52,057	$56,714
3	$48,443	$53,936	$58,425
4	$50,339	$56,024	$60,338
5	$51,983	$58,027	$62,103
6	$53,787	$60,185	$65,018
7	$56,220	$62,798	$67,315
8	$58,601	$65,401	$69,940
9	$60,934	$68,150	$72,566
10	$63,861	$71,176	$75,622
11	$65,877	$74,949	$79,132
12	$68,574	$78,267	$83,531
13	$70,741	$81,082	$86,374
14	$76,026	$83,931	$89,793

ATTACHMENT A

SALARY SCHEDULE 2018-2019

1 STEP MOVEMENT

STEP	BACHELORS	MASTERS	MASTERS +30
1	$45,722	$51,395	$55,926
2	$47,905	$53,442	$57,914
3	$50,136	$55,463	$59,904
4	$52,271	$57,894	$62,293
5	$54,239	$60,089	$64,333
6	$56,426	$62,482	$67,135
7	$59,155	$65,335	$69,768
8	$61,713	$68,073	$72,667
9	$64,304	$70,949	$75,375
10	$67,167	$74,082	$78,536
11	$69,550	$77,780	$82,227
12	$72,021	$81,067	$86,377
13	$74,344	$83,711	$89,080
14	$77,868	$85,854	$92,227

ATTACHMENT A

SALARY SCHEDULE 2019-2020

1 STEP MOVEMENT

STEP	BACHELORS	MASTERS	MASTERS +30
1	$47,227	$52,624	$56,849
2	$49,493	$54,827	$59,114
3	$51,830	$56,990	$61,383
4	$54,203	$59,763	$64,247
5	$56,495	$62,151	$66,562
6	$59,064	$64,779	$69,253
7	$62,091	$67,871	$72,221
8	$64,825	$70,744	$75,395
9	$67,673	$73,749	$78,183
10	$70,474	$76,988	$81,450
11	$73,223	$80,610	$85,323
12	$75,469	$83,867	$89,222
13	$77,948	$86,341	$91,787
14	$79,709	$87,777	$94,661

ATTACHMENT B
LONGEVITY SCHEDULE

Longevity Bonus, in recognition of years of service to the Westford Public Schools, shall be paid annually upon completion of the respective year:

6 – 9 Years	$900
10 – 14 Years	$1100
15 -19Years	$1200
20 years and beyond	$1425

CATEGORIES OF STIPENDS

Stipends will be paid to staff who are involved with activities/responsibilities that are beyond the professional responsibilities contained in the collective bargaining agreement. Stipend activities are classified into the following categories.

- Co-Curricular
- Coaching
- Administrative
- General

COCURRICULAR STIPEND PROCESS

Co-Curricular Stipends are paid to staff who provide additional instruction to students in clubs and activities beyond the school day. Staff may propose new clubs and activities. Recognizing the need to create a consistent process for the establishment of the number of activities and stipends, the Committee and Association will create a Stipend Committee. The following process will be followed when a new club/advisor is proposed or when an advisor deems it necessary to propose an increase in the number of advisors or a change in the tier rating.

Co-Curricular Club/Advisor Approval Process

A written proposal will be submitted to the building principal by October 15th of that school year. The proposal form is in **(Attachment D)** of this Agreement. Principals or the Stipend Supervisor may also submit a request to the stipend committee to review a club/advisor stipend for the following year based on student attendance levels. See **(Attachment F)**

Pilot programs may be paid (Tier 1 level) at the end of the pilot year with the recommendation of the building principal or Stipend Supervisor based on student attendance and number of meetings.

Establishment of Co-Curricular Tiers and Compensation

The stipend compensation level and the number of advisors for the co-curricular activities will be determined by the Stipend Committee and will be based on a weighted point value which considers the number of contact hours beyond the school day and number of students. Any request for a change of the tier or the number of advisors will require a staff member to collect the data outlined in the "Proposal"

form (**Attachment D**). This data will be submitted to the Stipend Committee for reconsideration. Tiers will be established via a weighted point system outlined below. The number of students participating will be confirmed by attendance sheets submitted to the building principal and/or stipend supervisor after each meeting. (**Attachment F**).

Tiers will be based on the formula below:
(Hour points) + (Student points) = Tier points

Hours Beyond Prep & Contact Time	**Hour Points**
10 – 12 Hours	1
13 – 24 Hours	2
Over 25 Hours	3

# of Students	**Student Points**
3 – 10	1
11 – 23	2
Over 30	3

Tier	**Total point range**
1	2 total tier points
2	3 to 4 total tier points
3	5 to 6 total tier points

The stipend language and Tier Chart in this Agreement will be reviewed and outlined by the Stipend Committee for recommendations to the School Committee.

Stipend Committee

The Committee and the Association will create a Stipend Committee to establish a uniform system for adding stipends to the Unit A contract. The committee will consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association President. The purpose of the committee is to listen to proposals for additional clubs and activities and to recommend to the School Committee the tier, stipend and number of advisors during the life of this contract.

ATHLETIC STIPEND PROCESS

Athletic Coaching stipends are paid to individuals who provide interscholastic coaching to student athletes.

Process for Establishing a New Sport

A request for the establishment of a new sport will be submitted to the Director of Athletics. In consultation with the building principal, the Director of Athletics will determine the level of team:

- Varsity
- Junior Varsity & Freshmen
- Middle School

Proposals for new sports should be submitted approximately nine (9) months in advance of the season to allow for scheduling. In consultation with the building principal, the Director of Athletics will also determine the number of staff required to meet coaching responsibilities. The number of coaches will be determined by the number of students participating and safety considerations. The Director of Athletics will select coaches from qualified applicants.

Establishment of Coaching Groups and Compensation

Coaching positions are categorized into three groups depending upon the number of participants and the length of the season. Coaching stipends are established via the collective bargaining process.

GENERAL STIPEND PROCESS

General Stipends

General Stipends are paid to staff that have additional activities and responsibilities that are beyond the professional responsibilities contained in the collective bargaining agreement and beyond the school day. Recognizing the need to create a consistent process for the establishment of the General Stipends, the Committee and Association will create a General Stipend Committee. The following process will be followed when a new stipend is proposed.

Establishment of General Stipend

The Committee and the Association will create a Stipend Committee to establish a uniform system for adding general stipends to the Unit A contract. The committee will consist of six (6) members. The Superintendent, one administrative position appointed by the superintendent, three (3) WEA representatives appointed by the WEA executive board, and one (1) school committee member. The purpose of the committee is to listen to proposals for additional general stipends or when a stipend will not be funded, to give the School Committee an informed discussion and maybe brainstorm other options. The option to fund a stipend will be at the discretion of the School Committee.

ATTACHMENT C
SCHEDULE OF MISC STIPENDS

Activity	Stipend FY18	Stipend FY19	Stipend FY20	Notes
Team Leader: Middle School	$2,192	$2,192	$2,192	
Team Leader: Elem. School	$2,192	$2,192	$2,192	
Summer School Facilitator	$3,836	$3,836	$3,836	
Teacher Mentor: First Year Teacher	$552	$552	$552	
Mentor Site Facilitator	$661	$661	$661	
Guidance Counselors *				
New Teacher Orientation **	$100	$100	$100	$100 per day
Principal Designee	$1200	$1200	$1200	

* Regular high school guidance counselors are required to work one hundred eighty-nine (189) days and middle school guidance counselors are required to work one hundred eighty-eight (188) days. Regular guidance counselors are paid at a per diem rate for days beyond one hundred eighty-five (185) days.

** All new employees are required to attend a two (2) day orientation program prior to the start of the school year.

The above stipends will be paid in any year in which the position is filled. Recognizing the need to create a formal process for the adoption of new clubs and student activities, the Committee and Association will create a stipend committee to establish a uniform system for adding stipends to the Unit A contract.

ATTACHMENT C
SCHEDULE FOR SPORTS STIPENDS
WESTFORD ACADEMY AND MIDDLE SCHOOLS

Group	Sport	Position	Recommended Number of Staff	Stipend FY18	Stipend FY19	Stipend FY20
1	Football	Head Coach	1	$8,701	$8,701	$8,701
		Asst / JV	3	$5,369	$5,369	$5,369
		Freshman	2	$4,819	$4,819	$4,819
2	Soccer, Boys	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Freshman	1	$3,473	$3,473	$3,473
		Middle School	1	$2,631	$2,631	$2,631
2	Soccer, Girls	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$ 4,023	$4,023
		Freshman	1	$3,473	$3,473	$3,473
		Middle School	1	$2,631	$2,631	$2,631
2	Field Hockey	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Freshman	1	$3,473	$3,473	$3,473
		Middle School	1	$2,631	$2,631	$2,631
2	Cross Country, Boys	Head Coach	1	$6,161	$6,161	$6,161
	Cross Country, Girls	Head Coach	1	$6,161	$6,161	$6,161
		Middle School	2	$2,631	$2,631	$2,631
2	Volleyball, Girls	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Freshman	1	$3,473	$3,473	$3,473
		Middle School	1	$2,631	$2,631	$2,631
3	Golf	Head Coach	1	$5,221	$5,221	$5,221
3	Cheerleading - Fall	Head Coach	1	$5,221	$5,221	$5,221
		Asst	1	$2,951	$2,951	$2,951
2	Crew/Rowing, Boys	Head Coach	1	$6,161	$6,161	$6,161
2	Crew/Rowing, Girls	Head Coach	1	$6,161	$6,161	$6,161
2	Basketball, Boys	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Freshman	1	$3,473	$3,473	$3,473
		Middle School	1	$2,631	$2,631	$2,631
2	Basketball, Girls	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Freshman	1	$3,473	$3,473	$3,473
		Middle School	1	$2,631	$2,631	$2,631
2	Ice Hockey, Boys	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Asst	1	$3,473	$3,473	$3,473
2	Ice Hockey, Girls	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Asst	1	$3,473	$3,473	$3,473

ATTACHMENT C
SCHEDULE for SPORTS STIPENDS
WESTFORD ACADEMY and MIDDLE SCHOOLS (Con't)

Group	Sport	Position	Recommended Number of Staff	Stipend FY18	Stipend FY19	Stipend FY20
2	Wrestling	Head Coach	1	$6,161	$6,161	$6,161
		Asst	1	$4,023	$4,023	$4,023
2	Gymnastics	Head Coach	1	$6,161	$6,161	$6,161
		Asst	1	$3,473	$3,473	$3,473
2	Indoor Track, Boys	Head Coach	1	$6,161	$6,161	$6,161
2	Indoor Track, Girls	Head Coach	1	$6,161	$6,161	$6,161
2	Swimming, Boys	Head Coach	1	$6,161	$6,161	$6,161
2	Swimming, Girls	Head Coach	1	$6,161	$6,161	$6,161
3	Alpine Ski	Head Coach	1	$5,221	$5,221	$5,221
3	Nordic Ski	Head Coach	1	$5,221	$5,221	$5,221
		Asst	1	$3,473	$3,473	$3,473
3	Cheerleading - Winter	Head Coach	1	$5,221	$5,221	$5,221
		Asst	1	$2,951	$2,951	$2,951
2	Baseball	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Freshman	1	$3,473	$3,473	$3,473
		Middle School	1	$2,631	$2,631	$2,631
2	Softball	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Freshman	1	$3,473	$3,473	$3,473
		Middle School	1	$2,631	$2,631	$2,631
2	Tennis, Boys	Head Coach	1	$6,161	$6,161	$6,161
		Asst	1	$4,023	$4,023	$4,023
2	Tennis, Girls	Head Coach	1	$6,161	$6,161	$6,161
		Asst	1	$4,023	$4,023	$4,023
2	Track, Boys	Head Coach	1	$6,161	$6,161	$6,161
		Asst	2	$4,023	$4,023	$4,023
		Middle School	2	$2,631	$2,631	$2,631
2	Track, Girls	Head Coach	1	$6,161	$6,161	$6,161
		Asst	2	$4,023	$4,023	$4,023
		Middle School	2	$2,631	$2,631	$2,631
2	Volleyball, Boys	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Freshman	1	$3,473	$3,473	$3,473
		Middle School	1	$2,631	$2,631	$2,631
2	Lacrosse, Boys	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$6,161
		Freshman	1	$3,473	$3,473	$3,473
2	Lacrosse, Girls	Head Coach	1	$6,161	$6,161	$6,161
		JV	1	$4,023	$4,023	$4,023
		Freshman	1	$3,473	$3,473	$3,473
2	Crew/Rowing, Boys	Head Coach	1	$6,161	$6,161	$6,161
2	Crew/Rowing, Girls	Head Coach	1	$6,161	$6,161	$6,161
		MS Athletic Coordinator	1	$2,631	$2,631	$2,631

ATTACHMENT C
SCHEDULE FOR ADVISOR / COORDINATOR STIPENDS
WESTFORD ACADEMY

Group	Activity	Recommended Number of Staff	Stipend FY18	Stipend FY19	Stipend FY20
5	Class Advisor Freshman	2	$1,892	$1,892	$1,892
5	Class Advisor Sophomore	2	$1,892	$1,892	$1,892
5	Class Advisor Junior	2	$2,011	$2,011	$2,011
5	Class Advisor Senior	2	$2,364	$2,364	$2,364
3	ADC Director	1	$949	$949	$949
	Auditorium Manager	1	$6,000	$6,000	$6,000
7	Band-Summer	1	$1,774	$1,774	$1,774
4	Broadcast/Communications WABC	1	$1,253	$1,253	$1,253
4	Choreographer	1	$1,253	$1,253	$1,253
4	Community Service	1	$1,253	$1,253	$1,253
	Holiday Bazaar Coordinator	1	$949	$949	$949
5	International Coordinator	1	$2,364	$2,364	$2,364
4	Musical Assistant	1	$1,253	$1,253	$1,253
4	NHS	1	$1,253	$1,253	$1,253
3	NHS Assistant to Academic Support	1	$949	$949	$949
1	Open Gym	1	$393	$393	$393
4	Peer Counseling	1	$1,892	$1,892	$1,892
3	Red Cross	1	$949	$949	$949
5	School Store	1	$1,892	$1,892	$1,892
6	Student Council	1	$2,508	$2,508	$2,508
4	Technical Assistant	1	$1,253	$1,253	$1,253
7	Theater Arts Director	3/year	$2,364	$2,364	$2,364
4	WA Pride	1	$1,253	$1,253	$1,253
6	Yearbook Advisor	1	$2,755	$2,755	$2,755

ATTACHMENT C
SCHEDULE FOR CLUBS / ORGANIZATIONS
WESTFORD ACADEMY

Group	Activity	Recommended Number of Staff	Stipend FY18	Stipend FY19	Stipend FY20
2	Animal Rights	1	$710	$710	$710
	Anime Club	1	$393	$393	$393
2	Apollo Science/Technology	1	$710	$710	$710
3	Art Club	2	$949	$949	$949
	Astronomy	1	$710	$710	$710
	Baking Club	1	$414	$414	$414
7	Band Concert	1	$2,364	$2,364	$2,364
7	Band Jazz	1	$2,364	$,2364	$2,364
2	Book Club	1	$393	$393	$393
2	Chess Club	1	$710	$710	$710
7	Chorus	1	$2,364	$2,364	$2,364
6	Cirrus Instructors	4	$2,364	$2,364	$2,364
7	Colorguard	1	$2,364	$2364	$2364
4	Dance Club	1	$1,253	$1253	$1253
5	DECA	3	$1,892	$1,892	$1,892
2	Destination Imagination	1	$393	$393	$393
	English Literacy	1	$949	$949	$949
	Entrepreneur Club	1	$949	$949	$949
2	Environmental Club	1	$710	$710	$710
	Fencing	1	$710	$710	$710
2	Film Club	1	$949	$949	$949
4	French Club	1	$1,253	$1,253	$1,253
2	Future Educators	1	$710	$710	$710
	Game Club	1	$949	$949	$949
4	German Club	1	$1,253	$1,253	$1,253
2	G.S.A	1	$710	$710	$710
5	Ghostwriter Newspaper	1	$1,892	$1,892	$1,892
2	Ghostwriter Newspaper Assistant	1	$949	$949	$949
3	Harvard Model Congress	1	$949	$949	$949
	High School Quiz Show	1	$710	$710	$710
	History Club	1	$414	$414	$414
	Hope/Relay for Life	1	$710	$710	$710
	HOSA (Health Occp Student of Amer)	1	$949	$949	$949
2	Human Rights	1	$710	$710	$710
4	International Club	1	$1,253	$1,253	$1,253
	Junior State of America	1	$949	$949	$949
	Knitting Club	1	$414	$414	$414
	K-pop Drama	1	$710	$710	$710
4	Latin Club	1	$1,253	$1,253	$1,253
2	Literacy Magazine	1	$949	$949	$949
	Mandarin Club	1	$393	$393	$393
7	Marching Band Director	1	$5,510	$5,510	$5,510
4	Marching Band Assistant Director	3	$2,364	$2,364	$2,364
2	Math Team	1	$1,253	$1,253	$1,253
	Mobile App Development	1	$393	$393	$393
2	Mock Trial	2	$1,253	$1,253	$1,253
2	Model U.N.	1	$949	$949	$949
2	Museum Club	1	$710	$710	$710
	NOW (Nat'l Org for Women)	1	$949	$949	$949
4	Outing Club	1	$1,253	$1,253	$1,253
	Pep Band Director	1	$ 949	$ 949	$ 949

ATTACHMENT C SCHEDULE for CLUBS / ORGANIZATIONS WESTFORD ACADEMY(Con't)					
2	Photography	1	$710	$710	$710
	Ping Pong Club	1	$949	$949	$949
2	Political Forum	1	$710	$710	$710
	Project Purple	1	$949	$949	$949
4	CSL Programming Club	1	$1,253	$1,253	$1,253
2	Raise Your Voice	1	$710	$710	$710
	Robotics Club	1	$ 949	$ 949	$ 949
2	S.A.D.D.	2	$710	$710	$710
4	Science Team	1	$1,253	$1,253	$1,253
	Scrapbooking Club	1	$393	$393	$393
2	Ski Club	1	$1,253	$1,253	$1,253
	Smash Club (Super Mario Bros)	1	$949	$949	$949
4	Spanish Club	1	$1,253	$1,253	$1,253
4	Speech & Debate Team	1	$1,253	$1,253	$1,253
2	Speech & Debate Team Assistant	1	$710	$710	$710
2	Symphony / Winds	1	$2364	$2364	$2364
2	Three on Three Basketball	1	$710	$710	$710
	Troubadours	1	$2,364	$2,364	$2,364
	UNICEF	1	$710	$710	$710
2	Unicycle Club	1	$710	$710	$710
2	WA Friends	1	$1,253	$1,253	$1,253
2	W.A.V.E	1	$710	$710	$710
1	W.O.R.D	1	$393	$393	$393
	3-D Design	1	$949	$949	$949

ATTACHMENT C SCHEDULE FOR ADVISOR/COORDINATOR STIPENDS MIDDLE SCHOOLS					
Group	**Activity**	**Recommended Number of Staff**	**Stipend FY18**	**Stipend FY19**	**Stipend FY20**
2	6TH Grade Band	1	$710	$710	$710
2	6th Grade Orchestra	1	$710	$710	$710
2	6th Grade Chorus	1	$710	$710	$710
7	Band Concert	1	$1,253	$1,253	$1,253
7	Chorus	1	$1,253	$1,253	$1,253
7	Symphony/Chamber Orchestra	1	$1,253	$1,253	$1,253

ATTACHMENT C
SCHEDULE FOR CLUBS/ORGANIZATIONS
MIDDLE SCHOOLS

Group	Activity	Recommended Number of Staff	Stipend FY18	Stipend FY19	Stipend FY20
	AMC/Math Counts	1	$1,017	$1,017	$1,017
	Anime Club	1	$414	$414	$414
7	Band Jazz	1	$1,253	$1,253	$1,253
2	Book Club	1	$710	$710	$710
2	Chess Club	1	$710	$710	$710
3	Computer	2	$1,017	$1,017	$1,017
2	Crafts	2	$710	$710	$710
	Cubing Club	1	$710	$710	$710
2	Dance / Dance	1	$710	$710	$710
	Destination Imagination	1	$710	$710	$710
2	Drama Club	1	$710	$710	$710
1	Environment	2	$414	$414	$414
2	Fantasy Came Club	1	$710	$710	$710
	Finding X	1	$710	$710	$710
	Fitness Club	1	$710	$710	$710
2	French / Italian Club	1	$710	$710	$710
1	Geography Bee	1	$414	$414	$414
2	German Club	1	$710	$710	$710
	Girls on the Run	1	$949	$949	$949
1	Hiking Club	2	$414	$414	$414
	History Club	1	$949	$949	$949
	Latin Club	1	$710	$710	$710
	Literacy Magazine	1	$710	$710	$710
3	Math Team	3	$1,017	$1,017	$1,017
	6th Grade Math Club	1	$710	$710	$710
4	Mock Trial	2	$1,253	$1,253	$1,253
2	Multicultural Club	1	$710	$710	$710
3	Newspaper	2	$1,017	$1,017	$1,017
1	Peer Mediators	2	$414	$414	$414
2	Quilting Bee	1	$710	$710	$710
	Roller Hockey	1	$949	$949	$949
1	Science Club	1	$414	$414	$414
	Service Learning Club	1	$710	$710	$710
1	Sign Language	1	$414	$414	$414
2	Ski Club Assistant	2	$710	$710	$710
3	Ski Club Coordinator	1	$1,017	$1,017	$1,017
2	Spanish Club	1	$710	$710	$710
2	Speech & Debate	1	$710	$710	$710
4	Student Council	2	$1,253	$1,253	$1,253
	Theater Arts	3	$1,253	$1,253	$1,253
1	West Street Serenaders	1	$414	$414	$414
2	Woodworking	1	$710	$710	$710
	Writers Club	1	$710	$710	$710
4	Yearbook	2	$1,253	$1,253	$1,253
2	Yearbook Assistant	2	$710	$710	$710
	Yoga	1	$414	$414	$414
9	*Intramurals Not to exceed $3630/Staff/Year		$35/hour	$35/hour	$35/hour

ATTACHMENT D

PROPOSAL FOR NEW COCURRICULAR CLUB/ADVISOR STIPENDS

PILOT YEAR _____ **DATE_____**

NAME _____ **SCHOOL_____**

PROPOSED CLUB/Advisor _____

BRIEF DESCRIPTION _____

_____

_____

DATA	PROPOSED Projected # for pilot year	ACTUAL Upon completion of Year 1
Number of hours needed for preparation outside of school day(each session)		
Number of students expected to participate		
Location (In or Out of school)		
Start and end dates		
Number of meetings outside of school day		
Cost of supplies		

YEAR 2 OF APPROVAL PROCESS or request to review

Principal Input:

_____

_____

_____

Building Principal Signature _____

STIPEND COMMITTEE ACTION

Date _____ Number of Advisors _____

Stipend Tier _____ Stipend Amount_____

Submit to the building principal , Building Principal will then send to Human Resources
Stipend Committee returns to building principal.

ATTACHMENT E
CO--CURRICULAR / ADVISOR PLANNING FORM

Today's Date: _____Co-Curricular Activity: _____

Advisor(s):_____ Room Requested: _____

Schedule of Meetings:
(Please provide specific dates and include trips, conferences, etc. No meetings on early release days.)

Other Facilities/Equipment Needs:

Submit to the building principal before 1st meeting

ATTACHMENT F

CO-CURRICULAR ATTENDANCE FORM

Please complete one attendance chart after each meeting and submit to the building Principal or Stipend Supervisor. Include the total meeting time and the number of students who participated at each meeting in the spaces below.

Meeting Date: _____Total meeting time: _____ Total # of students: _____

#	Student Name
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	

Submit to building principal /or stipend supervisor after each meeting

WESTFORD PUBLIC SCHOOLS

PROFESSIONAL STANDARDS

and

TEACHER EVALUATION PROCESS

MANUAL

Massachusetts Model System for Educator Evaluation

Part IV: Model Collective Bargaining Contract Language

January 2012

Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street, Malden, MA 02148-4906
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Mitchell D. Chester, Ed.D.
Commissioner

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Massachusetts Department of Elementary and Secondary Education

75 Pleasant Street, Malden, Massachusetts 02148-4906 ***Telephone: (781) 338-3000***
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Mitchell D. Chester, Ed.D.
Commissioner

January 20, 2012

Dear Educators and other interested Stakeholders,

I am pleased to present Part IV of the Massachusetts Model System for Educator Evaluation. Since late June, when the Board of Elementary and Secondary Education adopted regulations to improve student learning by overhauling educator evaluation in the Commonwealth, staff here at the Department has been working closely with stakeholders to develop the Model System called for in the regulations. With the help of thoughtful suggestions and candid feedback from a wide range of stakeholders, we developed the first six components of the Model System:

- District-Level Planning and Implementation Guide
- School-Level Planning and Implementation Guide
- Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher
- Model Collective Bargaining Contract Language,
- Implementation Guide for Principal Evaluation
- Implementation Guide for Superintendent Evaluation

I am excited by the promise of Massachusetts' new regulations. Thoughtfully and strategically implemented, they will improve student learning by supporting analytical conversation about teaching and leading that will strengthen professional practice. At the same time, the new regulations provide the opportunity for educators to take charge of their own growth and development by setting individual and group goals related to student learning.

The Members of the State Board and I know that improvement in the quality and effectiveness of educator evaluation will happen only if the Department does the hard work ahead "with the field," not "to the field." To that end, we at the Department need to learn with the field. We will continue to revise and improve the Model System including the Implementation Guides based on what we learn with the field over the next few years. To help us do that, please do not hesitate to send your comments, questions and suggestions to us at EducatorEvaluation@doe.mass.edu. Please also visit the Educator Evaluation webpage at www.doe.mass.edu/edeval/. We will be updating the page regularly.

Please know that you can count on the Department to be an active, engaged partner in the challenging, but critical work ahead.

Sincerely,

Mitchell D. Chester, Ed.D.
Commissioner of Elementary and Secondary Education

The Massachusetts Model System for Educator Evaluation

The Model System is a comprehensive educator evaluation system designed by the Department of Elementary and Secondary Education (ESE), pursuant to the new educator evaluation regulations, 603 CMR 35.00. The following eight-part series was developed to support effective implementation of the regulations by districts and schools across the Commonwealth.

Part I: District-Level Planning and Implementation Guide

This Guide takes district leaders—school committees, superintendents and union leaders—through factors to consider as they decide whether to adopt or adapt the Model System or revise their own evaluation systems to meet the new educator evaluation regulation. The Guide describes the rubrics, tools, resources and model contract language ESE has developed, and describes the system of support ESE is offering. It outlines reporting requirements, as well as the process ESE will use to review district evaluation systems for superintendents, principals, teachers and other licensed staff. Finally, the Guide identifies ways in which district leaders can support effective educator evaluation implementation in the schools.

Part II: School-Level Planning and Implementation Guide
This Guide is designed to support administrators and teachers as they implement teacher evaluations at the school level. The Guide introduces and explains the requirements of the regulation and the principles and priorities that underlie them. It offers guidance, strategies, templates and examples that will support effective implementation of each of the five components of the evaluation cycle: self-assessment; goal setting and educator plan development; plan implementation and evidence collection; formative assessment/evaluation; and summative evaluation.

Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher
The Guide presents the Model Rubrics and explains their use. The Guide also outlines the process for adapting them.

Part IV: Model Collective Bargaining Contract Language
This section contains the Model Collective Bargaining Contract Language that is consistent with the regulations. By March 15, 2012, ESE will provide model contract language for "Unit B" administrators and educators.
Part V: Implementation Guide for Principal Evaluation
This section details the model process for principal evaluation and includes relevant documents and forms for recording goals, evidence and ratings. The Guide includes resources that principals and superintendents may find helpful, including a school visit protocol.

Part VI: Implementation Guide for Superintendent Evaluation
This section details the model process for superintendent evaluation and includes relevant documents and a form for recording goals, evidence and ratings. The Guide includes resources that school committees and superintendents may find helpful, including a model for effective goal setting.

Part VII: Rating Educator Impact on Student Learning Using District-Determined Measures of Student Learning (July 2012)
Part VII is scheduled for publication in July 2012. It will contain guidance for districts on identifying and using district determined measures of student learning, growth and achievement, and determining ratings of high, moderate or low for educator impact on student learning.

Part VIII: Using Staff and Student Feedback in the Evaluation Process (May 2013)
Part VIII is scheduled for publication in May 2013. It will contain direction for districts on incorporating student and staff feedback into the educator evaluation process.

The Opportunity

On June 28, 2011 the Massachusetts Board of Elementary and Secondary Education adopted new regulations to guide the evaluation of all educators serving in positions requiring a license—teachers, principals, superintendents, and other administrators[1]. The regulations are designed first and foremost to promote leaders' and teachers' growth and development. They place student learning at the center of the process using multiple measures of student learning. By 2013-14, every district in the Commonwealth will be phasing in evaluation processes and procedures that are consistent with the new regulations.

To do so will require changes in culture and practice in many schools and districts. Members of the Task Force that crafted recommendations for the regulations found that in many schools in the Commonwealth—and nationwide—the educator evaluation process is ineffective.[2] Too often, they found, the process is divorced from student learning and is superficial, ritualistic and passive, experienced by many as something "done to them." Fewer than half of teachers and administrators polled described their own experience of evaluation as a process that contributed to their professional growth and development. The new regulations—well implemented—are designed to change all this. Each educator will take a leading role in shaping his/her professional growth and development.

- Every educator will assess his/her own performance and propose one or more challenging goals for improving his/her own practice. A formal process for reflection and self-assessment creates the foundation of a new opportunity for educators to chart their own course for professional growth and development.
- Every educator will be using a rubric that offers a detailed picture of practice at four levels of performance. District-wide rubrics set the stage for both deep reflection and the rich dialogue about practice that our profession seeks.
- Every educator will also consider their students' needs using a wide range of ways to assess student growth and propose one or more challenging goals for improving student learning. They will be able to monitor progress carefully and analyze the impact of their hard work.
- Every educator will be expected to consider team goals, a clear indication of the value the new process places on both collaboration and accountability.
- Every educator will compile and present evidence and conclusions about their performance and progress on their goals, ensuring that the educator voice is critical to the process.

These and other features of the new educator evaluation system hold great promise for improving educator practice, school climate and student learning. To turn promise into reality, every educator—and the teams they work with—will need to be supported to do this new work effectively and efficiently.

[1] For the full text of the regulations, see http://www.doe.mass.edu/lawsregs/603cmr35.html
[2] For the full report of the Task Force, see Building a Breakthrough Framework for Educator Evaluation in the Commonwealth, submitted by the Massachusetts Task Force on the Evaluation of Teachers and Administrators, March 2011 available at http://www.doe.mass.edu/edeval/breakthroughframework.doc

The Task Force envisioned ESE playing an active role in that support, expecting ESE to develop a model to support districts to implement its "breakthrough framework". The regulations therefore called on ESE to develop a "model system" which it defined as "the comprehensive educator evaluation system designed and updated as needed by the Department as an exemplar for use by districts. The Model System shall include tools, guidance, rubrics, and contract language developed by the Department that satisfy the requirements of (this regulation)."[3] This guide and its companions are the first components of the Massachusetts Model System for Educator Evaluation (hereafter referred to as "the Model System").[4]

Collective Bargaining and Educator Evaluation

The procedures for conducting educator evaluation are a mandatory subject of collective bargaining in Massachusetts.[5] As such, all districts will be engaged in collective bargaining in order to implement the framework for teachers, caseload educators and administrators represented by bargaining agents. Many of the early adopter districts see the new framework as a welcome opportunity for labor and management to engage deeply and constructively in the conversation, collaboration and negotiation required to establish a sound foundation for implementing new practices. They understand that formal negotiations are only one step in a much longer process of collaboration that will be needed to build, monitor, update, and revise an educator evaluation process that is fair, transparent, credible, and leads to educator growth and development.

Districts have approached contract language concerning educator evaluation differently. Some have included every detail of the evaluation process in their collective bargaining agreements. Others have included some aspects of the process in the contract and others in side letters or other documents. Still other districts have bargained more general procedures and some of the details lie outside of formal agreements. The Model Collective Bargaining Contract Language contains very specific language. A district that chooses to adopt the model will adopt the contract language in its entirety. Districts may choose to adapt it to local conditions by adding, deleting and/or revising language. For example, while the Model refers to "primary" and "supervising" evaluators, some districts may prefer to use different terms to identify these roles. Still others may choose not to use the model language as a starting point. They may choose to revise their existing contract language to make sure it conforms to the new state regulations. As with other components of the model system, districts that choose to adapt the model or revise their existing system will need to complete the Educator Evaluation Questionnaire described in Part I, The District-Level Planning and Implementation Guide. The Questionnaire serves as both a self-assessment to help districts know ahead of time if the evaluation process they are planning conforms to the regulations, and as the vehicle for presenting its process for ESE review. At the end of the term of the parties' collective bargaining agreement, districts will have a new opportunity to decide whether to adopt or adapt the Model Collective Bargaining Contract Language.

We would like to acknowledge the valuable assistance we received from many individuals and organizations as we developed the model collective bargaining contract language. State associations whose representatives worked with ESE staff include, in alphabetical order: American Federation of Teachers, Massachusetts (AFT-MA), Massachusetts Association of School Committees (MASC), Massachusetts Association of School Personnel Association (MASPA), Massachusetts Association of School Superintendents (MASS), Massachusetts Secondary School Administrators Association (MSSAA),

[3] See CMR 603 35.02 at http://www.doe.mass.edu/lawsregs/603cmr35.html

[4] See http://www.mass.edu/edeval/model/ for all components of the Model

[5] M.G.L. c 71 s 38. See Appendix A for an excerpt

Massachusetts Teachers Association (MTA). We appreciate their participation and we thank them for their time and effort.

Consistent with an evaluation system that promotes continuous learning, we anticipate learning what works well and what could be improved as districts implement their new evaluation systems. In addition, 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, as well as the use of student and staff feedback. For these reasons, it will be important for the collective bargaining agreements to acknowledge the parties' obligation to address these new matters in a timely manner.

ESE developed the model contract language to support district leaders—school committee members, superintendents, union leaders, human resource directors, and others—as they work together to turn the promise of a breakthrough framework for educator evaluation into reality for every educator in the district. At the very least, the model language can serve as a district's starting point for bargaining. It is ESE's hope that many districts will find the model contract language clear and comprehensive and will conclude that they can adopt it without modification.

While collective bargaining is typically led by district leaders, most of the *implementation* work involved with educator evaluation will be in the hands of school-level staff—teachers, principals and other school staff. Therefore, it is important that school-level staff—particularly principals and department heads—be engaged in the discussion about contract language. It is they who will have to make the words on the paper come alive.[6]

ESE looks forward to receiving feedback on this guide at educatorevaluation@doe.mass.edu.

[7] Caseload educators are educators who teach or counsel individual or small groups of students through consultation with a classroom teacher, such as school nurses, guidance or adjustment counselors, speech and language pathologists, and some special education teachers.

Forms to Support Effective Implementation

The Model Contract Language does not include forms. That said, Appendix A in Part II of the Model System, the School-Level Planning and Implementation Guide, contains ten (10) forms that are fully compatible with the model contract language. They were developed in collaboration with early adopter schools and districts and in consultation with staff from the state offices of MTA and AFT-MA. They are designed to help make implementation of the 5-Step Cycle efficient, effective, clear, and concrete. Districts are urged to look to these forms as a thoughtful starting point for their own planning.

- Educator Tracking Sheet
- Self-Assessment Form
- Goal Setting Form
- Educator Plan Form
- Evaluator Record of Evidence Form
- Educator Collection of Evidence Form
- Formative Assessment Report Form
- Formative Evaluation Report Form
- Summative Evaluation Report Form
- Educator Response Form

Background: The New Educator Evaluation Framework

Key Features

Most of the public discussion about the new framework and regulations has focused on teacher evaluation. That is unfortunate because an underlying assumption of the Task Force and the regulations has been this: **the new Framework applies to every educator**. Starting in fall 2012 school committees will begin applying the framework when they evaluate superintendents. Superintendents will apply the same framework when they evaluate assistant superintendents, principals and other district administrators. Principals, in turn, will apply the framework when they evaluate teachers, caseload educators[7] and school-level administrators. Everyone is "in this boat" together.

The framework calls for key features that apply to every educator:

1. **Statewide Standards and Indicators for Effective Administrative Leadership and Teaching Practice.** The Task Force proposed a set of standards and indicators for both teachers and administrators that it intended to promote a statewide understanding about what effective teaching and administrative practice look like. The process included an extensive comparison of relevant state and national standards. Each of four standards for teachers and for administrators is broken down into 3-6 indicators. Together, the standards and indicators serve as what the Task Force called the "spine" of the new evaluation framework, and "will do so in the evaluation systems that districts adopt". The regulations define Standards and Indicators for Effective Teaching Practice and for Administrative Leadership Practice (603 CMR 35.03 and 603 CMR 35.04).

Standards for Administrators	**Standards for Teachers**
Instructional Leadership	*Curriculum, Planning and Assessment*
Management and Operations	*Teaching All Students*
Family and Community Engagement	*Family and Community Engagement*
Professional Culture	*Professional Culture*

2. **Role-specific rubrics define the Standards and Indicators.** The regulations require that the standards and indicators be "translated" into rubrics that describe practice in detail at different levels of proficiency (603 CMR 35.06). Educators and evaluators will use the rubric most appropriate to the role of the educator as a foundation for self-assessment, formative assessment and summative evaluation. Rubrics give substance to the standards and indicators. Each indicator is broken down into elements that are in turn described at four levels. Rubrics are a tool for making explicit and specific the behaviors and actions present at each level of performance. They can foster constructive dialogue about those expectations and how to improve practice. The rubrics prompt careful analysis and discussion. Detailed information about rubrics can be found in Part III of the Model System for Educator Evaluation, Guide to Rubrics and Model Rubrics for Superintendent, Administrator and Teacher.

[7] Caseload educators are educators who teach or counsel individual or small groups of students through consultation with a classroom teacher, such as school nurses, guidance or adjustment counselors, speech and language pathologists, and some special education teachers.

3. **Three Categories of Evidence.** To assess educator performance on the Standards and Indicators, the Task Force called for three categories of evidence to be used in every district's educator evaluation system. The regulations describe:

   - **Multiple measures of student learning, growth, and achievement,** including classroom assessments, district-determined measures comparable across grade or subject district-wide, and state-wide growth measures where available, including the MCAS Student Growth Percentile (SGP) and Massachusetts English Proficiency gain scores (MEPA);

   - **Judgments based on observation and artifacts of professional practice,** including unannounced observations of practice of any duration; and,

   - **Additional evidence relevant to one or more Performance Standards** (603 CMR 35.07(1)). Starting in 2013-14, student feedback will have to be used as a source of evidence when evaluating teachers and administrators, and staff feedback will have to be used when evaluating administrators.[8]

4. **A Statewide Performance Rating Scale.** The performance of every educator is rated against the Performance Standards described above. All educators earn one of four ratings: *Exemplary, Proficient, Needs Improvement,* or *Unsatisfactory*. Each rating has a specific meaning:

   Proficient performance is understood to be fully satisfactory. This is the rigorous expected level of performance; demanding, but attainable.

   Exemplary performance represents a level of performance that exceeds the already high standard of Proficient. A rating of Exemplary is reserved for performance on an Indicator or Standard that is of such a high level that it could serve as a model. Few educators are expected to earn Exemplary ratings on more than a handful of Indicators.

   Needs Improvement indicates performance that is below the requirements of a Standard but is not considered to be Unsatisfactory at the time. Improvement is necessary and expected. For new educators, Needs Improvement can be understood as "developing' in cases where the educator is "on track" to proficiency within three years.

   Unsatisfactory performance is merited when performance has not significantly improved following a rating of Needs Improvement, or performance is consistently below the requirements of a standard and is considered inadequate, or both.

   The regulations also call for a higher bar for tenure: "Professional teacher status, pursuant to G.L. ch. 71, § 41, should be granted only to educators who have achieved ratings of Proficient or Exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to professional teacher status for any educator who has not been rated proficient or exemplary on each Performance Standard and overall on the most recent evaluation shall confer with the superintendent of schools by May 1. The principal's decision is subject to review and approval by the superintendent." (See 603 CMR 35.08(6))

[8] Starting in 2013-14, additional evidence relevant to one or more performance standards will include student feedback and, for administrators, staff feedback. The regulations call on ESE to provide direction for collecting and using student and staff feedback by July 1, 2013.

5. **Rating Educator Impact on Student Learning**. Every educator earns a second rating that reflects his/her impact on student learning. The Board added this more explicit focus on student learning by requiring that the impact on student learning of every educator be rated high, moderate or low based on trends and patterns in learning gains on state and district-determined measures of student learning, growth and achievement. Beginning in 2013-14, each district will identify "district-determined measures of student learning which must be comparable across grade or subject district-wide". The rating of impact on student learning is distinct, however, from the use of multiple measures as a category of evidence to rate educator performance.

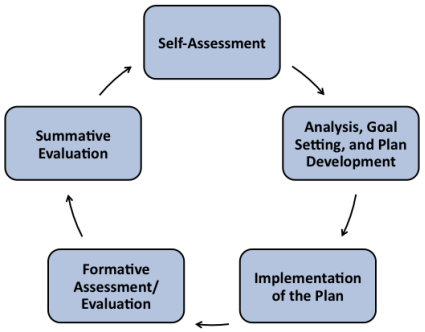
6. **Four Educator Plans.** The Task Force prioritized differentiating evaluation by both career stage and performance. The regulations define four differentiated Educator Plans. The following three plans apply only to "Experienced" educators defined as a teacher with Professional Teacher Status (PTS) or an administrator with more than three years in an administrative position in the district:

   - The *Self-Directed Growth Plan* applies to educators rated Proficient or Exemplary and is developed by the educator. When the Rating of Impact on Student Learning is implemented (beginning in 2013-14), educators with a Moderate or High Rating of Impact will be on a two-year plan; educators with a Low Rating will be on a one-year plan.
   - The *Directed Growth Plan* applies to educators rated Needs Improvement and is a plan of one school year or less developed by the educator and the evaluator.
   - The *Improvement Plan* applies to educators rated Unsatisfactory and is a plan of no less than 30 calendar days and no longer than one school year, developed by the evaluator.

   Few new educators are expected to be Proficient on every Indicator or even every Standard in their first years of practice. Therefore, the fourth plan applies to teachers without Professional Teacher Status, an administrator in their first three years in a district, or, at the discretion of an evaluator, an educator in a new assignment:

   - The *Developing Educator Plan* is developed by the educator and the evaluator and is for one school year or less.

7. **Five-Step Evaluation Cycle with Goals for Student Learning and Professional Practice.** Every educator participates in a one- or two-year, five-step cycle of continuous improvement. The cycle is the centerpiece of the new regulations designed to have all educators play a more active, engaged role in their professional growth and development. For every educator, evaluation begins with self-assessment. The self-assessment leads to establishing at least two goals in the Educator's Plan for the year, one focusing on student learning and another focusing on improving the educator's own practice. The cycle concludes with the summative evaluation and the rating of the educator's impact on student learning. It also is a continuous improvement process in which evidence from the summative evaluation and rating of impact on learning become important sources of information for the educator's self-assessment and subsequent goal setting 603 CMR 35.06.



More details about the regulations appear in other components of the Model System, including the District-Level Planning and Implementation Guide (Part I) and School-Level Planning and Implementation Guide (Part II). For more information on the regulations, please see the Educator Evaluation webpage on the ESE website: http://www.doe.mass.edu/edeval/

Implementation Timetable

The regulations call for districts to phase in components of the evaluation system over several years:

- **Phase I:** Rate every educator based on attainment of goals and performance against the four Standards defined in the educator evaluation regulations.
- **Phase II**: Rate every educator's impact on student learning gains based on trends and patterns on state and district-determined measures of student learning.
- **Phase III**: Use feedback from students and (for administrators) staff as evidence in the evaluation process. ESE will provide guidance by June 2013.

The Board's decision to phase in different components of the framework over a two year period permits ESE and districts to continue to learn from early adopters, practitioners and researchers both here in Massachusetts and in other states. For example, recent national research is confirming that survey data measuring students' perception of what happens in classrooms in terms of student relationships, teacher expectations, and academic press is significantly correlated with student achievement gains.[9] ESE's direction on student surveying, required by June 2013, can be informed by that research and continued dialogue with practitioners in the field. Just as importantly, having eighteen additional months will give the Department time to identify and secure tools that can make it easier and less costly for schools to collect and use this important source of information.

[9] See, for example: T. Crow, The View from the Seats, Student input provides a clearer picture of what works in schools, Journal of Staff Development 32 (6), December 2011.

Below is the schedule for key ESE and district action over the next eighteen months.

January 2012: ESE publishes first components of model system

March 2012: ESE publishes model contract language for "Unit B"

Winter/Spring 2012: Race to the Top (RTTT) districts begin collective bargaining

June 2012: ESE provides guidance on rating educator impact on student learning based on state and district-determined measures

Summer 2012: RTTT districts begin training for evaluators and develop plans for a process to identify, develop and/or adopt district-determined measures

By September 1, 2012: RTTT districts submit their proposed educator evaluation systems to ESE for review, including collective bargaining agreements for teachers and administrators represented by bargaining units (Phase I)

September 2012: RTTT districts begin implementation of educator evaluation for superintendents, principals, teachers and other administrators

By January 2013: All remaining districts begin collective bargaining

By June 2013: ESE issues direction on collecting and using student and staff feedback

By September 2013: All districts submit to ESE plans for district-determined measures and their proposed processes for rating educator impact on student learning (Phase II) and using student and staff feedback (Phase III)

September 2013: All districts are implementing the educator evaluation framework in ways consistent with the educator evaluation regulations

District Options: Adopt the Contract Language, Adapt it, or Revise an Existing Contract

No district is compelled to adopt the model contract. School committees and school districts can adopt the model contract language, adapt it, or revise their existing contract to align with the framework. That said, the Board established a critical role for ESE:

> *"All evaluation systems and changes to evaluation systems shall be subject to the Department's review to ensure the systems are consistent with the Board's Principles of Evaluation. A District may continue to use its existing evaluation systems until the District has fully implemented its new system.*[10] *(603 CMR 35.11(2))*

For each unit represented through collective bargaining, a district has three options:

Adopt—A district that adopts the model contract for one or more groups of educators will be using the contract created by ESE without making any changes. When ESE updates the contract, the district will follow the implementation timeline detailed by ESE for transitioning to the revised language.

Adapt—A district that adapts the model contract for one or more groups of educators will be using the model contract language as its starting point, but has decided to alter them in some way(s).

Revise—A district with an existing contract for one or more groups of educators that it considers stronger than the model contract may choose to revise that system to ensure alignment with all of the principles of educator evaluation detailed in the regulations.

ESE's Review Process

Districts that adopt the model contract language will simply notify ESE of its decision to adopt the model and submit a short Educator Evaluation Review Questionnaire.

Districts that decide to adapt the model contract language or revise their existing contract language for one or more groups of educators will need to complete the Educator Evaluation Review Questionnaire for each group. In both cases, the district will need to complete a separate Educator Evaluation Review Questionnaire for the group(s) of educators for which it is adapting the model contract, and submit its proposed contract language for review.

The more components of the model a district adapts, the more extensive its response to the questionnaire will need to be. For example, a district that adopts the model contract for teachers with a few changes will be responding to fewer questions than one that makes many changes.

[10] See CMR 603 35.11(2)

To facilitate local district decision-making, ESE is piloting a review process with early adopter districts that are anticipating adapting the contract language or revising their existing language. ESE will be reviewing their contract(s) for consistency with the regulations. Through this pilot, ESE is developing the criteria and questionnaire process it will use to assess whether an adaptation to the model contract language or a revision to existing language meets the regulatory requirements. ESE will make available final details of the review criteria and process no later than March 31, 2012. Districts participating in Race to the Top will submit their plans to ESE by September 2012. Other districts will submit their plans by September 2013. ESE will report its review findings to the district and the Board of Elementary and Secondary Education as soon after a district submits its plans as is feasible.

Reporting Requirements and Educator Confidentiality

The regulations require districts to provide ESE with individual educator evaluation data for each educator. The regulations are explicit that educator evaluation data for each educator will not be made public. The single exception is the superintendent whose evaluation must be conducted in public and whose summative evaluation is a public document, consistent with state open meeting and public records laws. For all other educators, the regulations guarantee that any information concerning an educator's formative assessment, formative evaluation or summative evaluation is considered personnel information and is not subject to disclosure under the public records law. However, aggregate data that do not identify individual educators may be made public. ESE will also produce detailed collection guidance for the ongoing school year implementations. Appendix B details district reporting requirements beginning for some districts at the close of the 2011-12 school year, and for most districts at the close of the 2012-13 school year.

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EDUCATION

Appendices: Resources to Support Effective Implementation

Appendix A. Educator Evaluation and Collective Bargaining

Excerpts from M G.L. c. 71, § 38.

The superintendent, by means of comprehensive evaluation, shall cause the performance of all teachers, principals, and administrators within the school district to be evaluated using any principles of evaluation established by the board of education pursuant to section one B of chapter sixty-nine and by such consistent, supplemental performance standards as the school committee may require, including the extent to which students assigned to such teachers and administrators satisfy student academic standards or, in the case of a special education student, the individual education plan, and the successful implementation of professional development plans required under section thirty-eight Q; provided, however, that such principles and standards be consistent with the anti-discrimination requirements of chapter one hundred and fifty-two B. The superintendent shall require the evaluation of administrators and of teachers without professional teacher status every year and shall require the evaluation of teachers with professional teacher status at least once every two years. The procedures for conducting such evaluations, but not the requirement for such evaluations, shall be subject to the collective bargaining provisions of chapter one hundred and fifty E.

Performance standards for teachers and other school district employees shall be established by the school committee upon the recommendation of the superintendent, provided that where teachers are represented for collective bargaining purposes, all teacher performance standards shall be determined as follows: The school committee and the collective bargaining representative shall undertake for a reasonable period of time to agree on teacher performance standards. Prior to said reasonable period of time, the school district shall seek a public hearing to comment on such standards. In the absence of an agreement, after such reasonable period, teacher performance standards shall be determined by binding interest arbitration. Either the school district or the teachers' collective bargaining representative may file a petition seeking arbitration with the commissioner of education. The commissioner shall forward to the parties a list of three arbitrators provided by the American Arbitration Association. The school committee and the collective bargaining representative within three days of receipt of the list from the commissioner of education shall have the right to strike one of the three arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association to be consistent with the provisions of this section. In reaching a decision, the arbitrator shall seek to advance the goals of encouraging innovation in teaching and of holding teachers accountable for improving student performance. The arbitrator shall consider the particular socioeconomic conditions of the student population of the school district. Both the parties and the arbitrator may adopt performance standards established by state or national organizations. The performance standards shall be incorporated into the applicable collective bargaining agreement; provided, however, that any subsequent modification of the performance standards shall be made pursuant to the procedures set forth in this section.

Appendix B. Reporting Requirements and Educator Confidentiality

The regulations require districts to provide ESE with individual educator evaluation data for each educator. The regulations are explicit that educator evaluation data for each educator will not be made public. The single exception is the superintendent whose evaluation must be conducted in public and whose summative evaluation is a public document, consistent with state open meeting and public records laws. For all other educators, the regulations guarantee that any information concerning an educator's formative assessment, formative evaluation or summative evaluation is considered personnel information and is not subject to disclosure under the public records law. However, aggregate data that do not identify individual educators may be made public. ESE will also produce detailed collection guidance for the ongoing school year implementations.

The Massachusetts Education Personnel Identifier (MEPID) is used to uniquely identify an educator. ESE will require the following seven (7) data elements for each educator MEPID:

Required Data	Data Element
District Level Educator's Professional Teacher Status Educator's professional teacher status as of the end of the school year for which evaluation ratings are being reported.	Yes, No
Overall Annual Summative Evaluation or Formative Evaluation Rating Educator's current school year overall summative evaluation rating or formative evaluation rating.	Unsatisfactory, Needs Improvement, Proficient, Exemplary
Standard (1) Evaluation Rating Educator's current school year evaluation rating on Standard (1).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
Standard (2) Evaluation Rating Educator's current school year evaluation rating on Standard (2).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
Standard (3) Evaluation Rating Educator's current school year evaluation rating on Standard (3).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
Standard (4) Evaluation Rating Educator's current school year evaluation rating on Standard (4).	Unsatisfactory, Needs Improvement, Proficient, Exemplary
Impact on Student Learning Growth Rating * Educator's current school year rating on impact on student learning growth.	Low, Moderate, High

* see below

Level 4 Schools: Districts with Level 4 Schools identified in spring 2010 will be required to report for their Level 4 School educators the first 6 elements tied to each educator's MEPID at the end of the 2011-2012 school year. ESE will release the data collection standards for the 2011-2012 collection for Level 4 schools in February 2012.

Teacher Incentive Fund (TIF) Schools in Boston and Springfield: Schools participating in the Teacher Incentive Fund (TIF) program have additional federal reporting requirements and will be required to report Impact on Student Learning data starting in 2011-2012. For 2011-12, the impact rating will be based on the current district defined measures and will migrate to the 603 CMR 35.00 District Determined Measures during the 2013-2014 school year.

Race to the Top Districts: Districts receiving Race to the Top funds need to be prepared to report the first 6 elements tied to an educators MEPID at the end of the 2012-2013 school year. ESE will release data collection guidance in conjunction with current data collection initiatives in a timely manner.

All other Districts: All districts will be required to report at minimum the first 6 elements tied to an educator's MEPID at the end of the 2013-2014 school year.

*Reporting Impact on Student Learning Ratings of High, Moderate and Low: With the exception noted above for Teacher Incentive Fund (TIF) schools in Boston and Springfield, no district is expected to report an Impact on Student Learning Rating until after its District Determined Measures have been identified and reviewed by ESE (by September 2013). Since, the regulations require these ratings to be based on trends and patterns of data (at least two years); many educators will not have ratings until 2014-15.

All educators should receive an Impact on Student Learning rating by the 2014-15 school year if trends and patterns of data are available.

Appendix C. Teacher and Caseload Educator Model Contract Language

Article ___

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Appendix C: Teacher and Caseload Educator Contract

1) **Purpose of Educator Evaluation**

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv) To assure effective teaching and administrative leadership, 35.01(3).

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

A) ***Artifacts of Professional Practice**: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

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

C) **Classroom teacher**: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

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

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

F) ***Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

G) ***Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.

I) ***Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

J) ***Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

iii) **Teaching Staff Assigned to More Than One Building**: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

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

L) ***Experienced Educator**: An educator with Professional Teacher Status (PTS).

M) ***Family**: Includes students' parents, legal guardians, foster parents, or primary caregivers.

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

O) ***Formative Evaluation**: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

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

Q) ***Measurable**: That which can be classified or estimated in relation to a scale, rubric, or standards.

R) **Multiple Measures of Student Learning**: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

S) *__Observation:__ A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T) **Parties**: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").

U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

V) ***Performance Standards**: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

W) ***Professional Teacher Status**: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

X) **Rating of Educator Impact on Student Learning**: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

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

i) Standard 1: Curriculum, Planning and Assessment

ii) Standard 2: Teaching All Students

iii) Standard 3: Family and Community Engagement

iv) Standard 4: Professional Culture

v) Attainment of Professional Practice Goal(s)

vi) Attainment of Student Learning Goal(s)

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

i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

iii) Elements: Defines the individual components under each indicator

iv) Descriptors: Describes practice at four levels of performance for each element

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

BB) ***Superintendent**: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

DD) ***Trends in student learning**: At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

A) Multiple measures of student learning, growth, and achievement, which shall include:

i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

B) Judgments based on observations and artifacts of practice including:

i) Unannounced observations of practice of any duration.

ii) Announced ob**s**ervation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii) Examination of Educator work products.

iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

i) Evidence compiled and presented by the Educator, including :

(a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

(b) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student and Staff Feedback – see # 23-24, below; and

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

4) **Rubric**

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

5) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

B) By October 5th of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the October 5th date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

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

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

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to

603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

C) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school,(ie: Voluntary or involuntary transfer within the district) the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely

fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

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

A) In the first year of practice or first year assigned to a school:

i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.

ii) The Educator shall have at least four unannounced observations during the school year.

B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:

i) The Educator shall have at least three unannounced observations during the school year.

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

A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. All observations will last for a minimum of 10 minutes.

A) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator. These unannounced observations will last for a minimum of 10 minutes.

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, through the adopted electronic tool and/or placed in the Educator's school mailbox.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

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

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

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

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

F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or through the adopted electronic tool and/or placed in the Educator's school mailbox .

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

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

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

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

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

A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

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

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

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

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

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

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

I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating. (Example: Underperformance)

14) **Evaluation Cycle: Summative Evaluation**

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

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

C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

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

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

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email, through the adopted electronic tool and/or placed in the Educator's school mailbox no later than May 15th.

J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur no later than five school days after May 15th.

K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

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

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

N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

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

B) The Educator Plan shall include, but is not limited to:

i) At least one goal related to improvement of practice tied to one or more Performance Standards;

ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

B) The Educator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

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

B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) **Educator Plans: Directed Growth Plan**

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

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

C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.

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

E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as

unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

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

F) The Improvement Plan process shall include:

i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).

iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vii) Include the signatures of the Educator and Supervising Evaluator.

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

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

i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

(a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

(b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not at Needs Improvement or better, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

(d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. New Model Teacher Evaluation Time-line
Non-Professional Status Educators and Professional Status Educators on One Year Plans

Activity:	Completed By:
1. System-wide and school-based initiatives distributed to educators: *Strategic Plan (Priority System-wide Initiatives) *School Improvement Plan *District Curriculum Accommodation Plan *DESE Rubric	**End of 1st week of school**
2. List of evaluator / educator with primary evaluator and other observers (including supervising evaluator)	**End of 1st week of school**
3. Professional Development – Self Assessment	**September PD date as determined by calendar**
4. Evaluative observations based on rubrics **may begin during 2nd full week of school**	
5. Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	**September 15**
6. Evaluator meets with educators to assist in self-assessment and goal setting process.	**October 1**
7. Professional Development –Smart Goals and Educator Plan	**October PD date as determined by calendar**
8. Educator submits self-assessment , proposed goals and educator plans to evaluator	**October 15**
9. Evaluator meets with educators in teams or individually to review Educator Plans and to provide an organizational chart of evaluators and their supervisors. After the initial first year cycle, Educator Plans may be established at Summative Evaluation Report meeting in prior year. **a. Within 5 days**, the educator may submit a written response b. **With 5 days from receipt of the educators' response**, the evaluator approves the Educator Plan	**October 30**

Activity:	
10. Evaluator should complete first evaluative observation of each educator with written feedback to educator within 5 days of the observation	**November 15**
11. Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or 4 weeks before Formative Assessment Report date established by Evaluator	**January 5*or 4 weeks before formative assessment report date**
12. Evaluator should complete mid-cycle Formative Assessment Reports for educators on one-year Educator Plans	**February 1**
13. Professional Development –Mid-Year Review of SMART Goals	**February PD date as determined by calendar**
14. Evaluator holds Formative Assessment Meetings if requested by either evaluator or educator	**February 15**
15. Educator submits any additional evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	**April 20* or 4 weeks before summative assessment report date**
16. Evaluator submits Summative Evaluation Report and meets with educators whose overall Summative Evaluation rating is Needs Improvement or Unsatisfactory **Within 5 days** the educator submits the signed evaluation document and may also submit a written response	**May 15**
17. Evaluator submits Summative Evaluation Report to educators whose Summative Evaluation rating is Proficient or Exemplary. A meeting may occur, at the request of the evaluator or educator **Within 5 days** the educator submits the signed evaluation document and may also submit a written response	**June 1**

*Any educator hired after October 1st and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal setting within three (3) months of the date of hire.

**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

**The reference to days means school days

Professional Status Educators on Two Year Plans

Activity:	Completed By:
1. System-wide and school-based initiatives distributed to educators: *Strategic Plan (Priority System-wide Initiatives) *School Improvement Plan *District Curriculum Accommodation Plan *DESE Rubric	**End of 1st week of school**
2. List of evaluator / educator with primary evaluator and other observers (including supervising evaluator)	**End of 1st week of school**
3. Professional Development – Self Assessment - Year 1 Mid Cycle Review and/or Data Analysis-Year 2	**September PD date as determined by calendar**
4. Evaluative observations based on rubrics **may begin during 2nd full week of school**	
5. Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	**September 15**
6. Evaluator meets with educators in Year 1 of their evaluation cycle to assist in self-assessment and goal setting process.	**October 1**
7. Professional Development –Smart Goals and Educator Plans – Year 1 Continued Mid Cycle Review and/or Data Analysis – Year 2	**October PD date as determined by calendar**
8. Educator in Year 1 of their evaluation cycle submits self-assessment , proposed goals and educator plans to evaluator If necessary, Educator in Year 2 of their evaluation cycle reviews self-assessment, proposed goals and educator plans with evaluator	**October 15**
9. Evaluator meets with Educators in teams or individually to review Educator Plans and to provide an organizational chart of the Evaluators and their Supervisors. After the initial 2 year cycle, Educator Plan may be established at Summative Evaluation Report meeting in prior year. **a. Within 5 days**, the educator may submit a written response b. **With 5 days from receipt of the educators' response**, the evaluator approves the Educator Plan	**October 30**

Activity:	
10. Evaluator should complete first evaluative observation of each Educator in Year 1 with written feedback to educator within 5 days of the observation	**November 15**
11. Professional Development –Mid-Year Review of SMART Goals –Year 1 Smart Goals and/or Data Analysis – Year 2	**February PD date as determined by calendar**
12.Evaluator holds Evaluative Assessment Meeting if requested by either Evaluator or Educator	**February 15**
13. Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Year 1 Formative or Year 2 Summative Evaluation Report date established by evaluator	**April 20* or 4 weeks before summative assessment report date**
14. Evaluator submits Year 2 Summative Evaluation Report and meets with Educators whose overall rating is Needs Improvement or Unsatisfactory **Within 5 days** the educator submits the signed evaluation document and may also submit a written response	**May 15**
15. Evaluator submits Year 1 Formative Evaluation Report and meets with Educator **Within 5 days** the educator submits the signed Evaluation Report and may also submit a written response	**June 1** **Year 1 Evaluation Cycle**
16. Evaluator submits Year 2 Summative Evaluation Report to Educators whose ratings are Proficient or Exemplary. A meeting may occur at the request of Evaluator or Educator **Within 5 days** the educator submits the signed Evaluation Report and may also submit a written response	**June 1** **Year 2 Evaluation Cycle**

*Any educator hired after October 1st and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal setting within three (3) months of the date of hire.

**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

**The reference to days means school days

21. Career Advancement

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

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

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

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

24. Using Staff feedback in Educator Evaluation

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

25. Transition from Existing Evaluation System

A) The parties may agree that 50% of more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

C) The parties agree that every teacher who is scheduled to be evaluated in the 2012-2013 school year will be evaluated using the new model, with the following exceptions:

If a school needs more teachers to reach the 50% threshold, the principal will ask for volunteers; if there are not enough volunteers, names will be drawn from a "hat"

If a school needs fewer teachers, names will be drawn from a "hat", in a process which equalizes distribution among departments

D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

A) Only Educators who are licensed may serve as primary evaluators of Educators.

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

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

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. The Educator has the right to be represented by the Association.

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

F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

WESTFORD PUBLIC SCHOOLS

PROFESSIONAL STANDARDS

and

SCHOOL NURSE EVALUATION PROCESS

MANUAL

Resource to Support ESE Model System Rubric for Specialized Instructional Support Personnel (SISP)

(Implementation Support for School Nurses)

October 2012

Use of this Resource Document for School Nurses

This resource document has been developed by the School Nurse Evaluation Task Force which included members from the Massachusetts School Nurse Organization, Northeastern University School Health Institute, and the Massachusetts Department of Public Health School Health Unit. The Department of Elementary and Secondary Education (ESE) has reviewed its contents for consistency with the Specialized Instructional Support Personnel (SISP) Model Rubric. This resource is intended to support the understanding and use of the SISP rubric as it applies to school nurses.

School Nursing Services are an integral part of the educational system and for many students these services are necessary for them to reach their full academic potential. It is for this reason the School Nurse Evaluation Task Force felt it was important to utilize the Massachusetts Department of Elementary and Secondary Education (ESE) rubric to demonstrate the role the school nurse plays in the educational system. This resource provides a sampling of the school nurse practices that support a safe, healthy school environment, contribute to the health, wellness and achievement of students and defines opportunities for educators in different roles to develop common, shared understanding of effective practices.

Rubrics – defined in the Massachusetts 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.

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.

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."

- **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.

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*

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

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School Nurses Adaptation

Standard I: Curriculum, Planning, and Assessment

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

Indicator I-A. Curriculum and Planning

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

I-A. Elements	Proficient	Knowledge, Skills, & Responsibilities	How it Might Look & Potential Sources of Evidence
I-A-1. Professional Knowledge	*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.*	➢ Attends professional development programs including school-based and/or school health related programs for updating clinical practice. ➢ Applies newly acquired knowledge in clinical practice (e.g. new devices, new mandates, and updates on acute and chronic conditions). ➢ Utilizes evidence based practice supported by current research. ➢ Is self-directed in acquiring knowledge and skills for current school nursing practice. ➢ Seeks professional resources when faced with new clinical situations (e.g. new student with diabetes, new genetic disorder). ➢ Follows the Nursing Standards of Conduct, as described by the Massachusetts Board of Registration in Nursing.	➢ Shares clinical updates with colleagues; *Shares educational findings, experiences and ideas with peers (NASN scope and standards or practice for School Nursing, 2011)* ➢ Creates Individual Health Care Plans (IHCP) addressing new health issues and revises IHCP accordingly based on current best practices ➢ Contacts appropriate clinical consultants e.g. MASSTART, primary care provider, medical or mental health specialists, or nurse experts ➢ Data collection reflects new mandates and practices ➢ Maintains a record of professional development attended in an organized format. ➢ Professional development is consistent with the health needs of the population being served and related to school nursing practice.
I-A-2. Child and Adolescent Development	*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.*	➢ Consistently demonstrates awareness of developmental norms in working with their student population. ➢ Assists students to achieve optimal levels of wellness through differentiated and appropriately designed and delivered health education and health care practices. ➢ Individualizes care to student and building needs.	➢ Office surroundings; environment and educational/resource materials (including parent and student materials) demonstrate awareness of developmental norms ➢ Articulates understanding of developmental norms at student support meetings, staff meetings etc. ➢ When interacting with students speaks at appropriate developmental level ➢ staff resources demonstrate appropriate developmental level

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I-A-3. Plan Development[1]	*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.*	➢ Works to increase time on learning both for individual students as well as the entire student body. ➢ Identifies health (medical/emotional) causes for absenteeism and develops plans to decrease absences. ➢ Creates plans to minimize frequency and/or duration of health office visits. ➢ Develops and periodically reviews appropriate health care plans with measurable outcomes that enable the student to meet the goals of the plan (ex. demonstrates testing blood glucose and calculating carbohydrates to new student with diabetes). ➢ Collaborates /creates re-entry plans with families and students for medical and social-emotional absences.	➢ RN is aware of average return to class rate for his/her health office ➢ RN is able to appropriately triage and prioritize student health encounters and strives to minimize unnecessary waiting time for assessment and treatment. ➢ Work flow is sufficient so student time spent in the health office is minimized. ➢ RN utilizes student attendance tracking systems to identify students with potential health concerns/emotional/behavioral issues and establishes a plan to address these concerns with parents and/or appropriate school staff. ➢ Is aware of and attends(when available) reentry meetings, and offers relevant health information to help formulate a plan) ➢ Works with administration and staff to develop strategies to minimize time out of class for non-urgent health issues. ➢ Provides follow-up with students, plans available
I-A-4. Well-Structured Lessons	*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.*	➢ Assists students, families, school staff and community to achieve optimum levels of wellness through a systematic method of appropriately designed and delivered presentations/ training of health/wellness issues.	➢ Whole school presentations/training such as concussion regulations, Epi-pen training, social emotional climate, blood borne pathogens, flu clinics, health fair development, nutrition regulations (training handouts/documents, school calendar, staff meeting agendas). ➢ Classroom level presentations/ trainings such as puberty, CPR, nutrition, hygiene, food allergy awareness, oral hygiene, hand washing, sun safety, self-esteem, self advocacy (lesson plans/documents, observations). ➢ Individual level presentations/ trainings such as use of inhaler, use of epi-pen, glucometer, insulin administration, hygiene, and self-advocacy (documents, observation of demonstrations). ➢ Visuals (posters, equipment) in the health office are developmentally appropriate (observation of work environment).

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

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Indicator I-B. Assessment Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.			
I-B. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it Might Look & Potential Sources of Evidence**
I-B-1. Variety of Assessment Methods	*Designs and administers assessments and/or collects data to measure student learning, growth, and/or development through a variety of methods, including informal and formal assessments and common interim assessments where applicable.*	➢ Collects student/school data and systematically evaluates the quality and effectiveness to promote and improve student learning, growth and development (e.g. physical assessment, health screenings, emotional and behavioral assessment, substance use, home and family, nutritional, environmental, school culture, and safety assessments).	➢ RN utilizes EHR (electronic health record) system appropriately to document individual or group assessments, interventions, outcomes. ➢ EHR are current and complete ➢ RN has undergone training on each mandated screening program ➢ RN follows up on screening referrals in a timely manner and documents completed referrals in student EHR. ➢ Health Screening results are reported according to district and state requirements ➢ Makes appropriate recommendations for 504 or SPED plans based on student health data and needs
I-B-2. Adjustment to Practice	*Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, and programs for students.*	➢ Organizes and reviews student/school assessment data and systematically adjusts nursing practice to promote and improve student learning, growth and development.	➢ Encourages increased physical activity programs after analyzing BMI data ➢ Implements health promotion programs dependent on health needs assessment of the student population, e.g. related to substance abuse, self-harm, nutrition, etc ➢ Increase referral returns from screenings ➢ Increase return to class rate, decrease time in health office (documented in student health records, communication with parents) ➢ Creates and trains building emergency response team

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Indicator I-C. Analysis Indicator Analyzes data from assessments, draws conclusions, and shares them appropriately.			
I-C. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it Might Look & Potential Sources of Evidence**
I-C-1. Analysis and Conclusions	*Individually and with colleagues, draws appropriate conclusions about programs, plans, and practices from a thorough analysis of a wide range of data to improve student learning, growth, and development.*	➢ Individually and working with colleagues, analyzes and forms appropriate conclusions of data to improve student learning, growth and development. Examples include analysis of BMI data, risk behaviors, and health promotion needs.	➢ Analyzes BMI data, shares conclusions and develops a plan to increase PE and physical activity, analyzing injuries from playground and increasing playground safety measures, analyzing students at risk, analyzing the number of students reporting to be hungry and need to start a breakfast program (student health records, student schedule, and nurse records/documents). ➢ RN shares aggregate screening data results with stakeholders (principal, wellness committees, school committees)and plan for improving outcomes, such as walking clubs, healthy food education programs ➢
I-C-2. Sharing Conclusions With Colleagues	*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.*	➢ Actively contributes and participates in a variety of meetings to collaborate with colleagues regarding individual students, school wide learning and health issues.	➢ Participates in student at Risk Team meetings, IEP and 504 meetings (student health records, staff/leadership team meeting minutes). ➢ Provides meaningful input for creating individual student reentry plans, implementing short/long term academic accommodations regarding concussion regulations and/or, new chronic diagnosis. ➢ Provides meaningful input for creating school wide strategic plans addressing culture and climate issues (leadership team/staff meeting minutes, school improvement plans).
I-C-3. Sharing Conclusions With Students and Families	*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.*	➢ Actively coordinates, contributes and participates in Health Advisory Councils. ➢ Engages students and families in individual and group discussions/presentations (ex. about concussion regulations, substance use/abuse, nutrition regulations, bullying, and life threatening allergies).	➢ Discussions with students and parents regarding school health regulations such as no food during class, wellness policies, and other health issues ex. concussions , food allergies (meeting notes, nurse records).

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Standard II: Teaching All Students The teacher promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.			
Indicator II-A. Instruction: Uses instructional and clinical practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.			
II-A. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it Might Look & Potential Sources of Evidence**
II-A-1. Quality of Effort and Work	*Consistently defines high expectations for student work and behavior, and the perseverance and effort required to produce it; often provides exemplars, rubrics, or guided practice, and/or models appropriate behaviors.*	➢ Consistently assesses the health needs of individual students or groups using evidenced based nursing practice/instruction. ➢ Consistently develops and implements a plan to promote informed health decisions by including health promotion and disease prevention strategies to enhance school performance.	➢ Coordinates individual and group activities that address issues such as healthy lifestyles, risk reducing behaviors, developmental needs, and preventive self care (nurse records, school calendar of activities, observation). ➢ Consistently reviews data related to school culture such as bullying and seeks to implement programs to decrease these behaviors
II-A-2. Student Engagement	*Consistently uses instructional and clinical practices that are likely to motivate and engage most students during the lesson, activity, or session.*	➢ Consistently uses a variety of information technologies and instructional resources to motivate and encourage active participation of students in a variety of settings. ➢ Consistently demonstrates, evaluates and documents response to interventions. ➢ Engages students in active learning to promote healthy lifestyle.	➢ Examples include health reporting on school cable networks, use of iPads for diabetic teaching, bulletin board development, classroom use of smart boards, Quest (interactive asthma teaching tool), and PowerPoint /Prezi presentations (nurse documents, observations). ➢ Assists in downloading health data to primary care providers via technology as necessary (e.g. blood glucose outcomes sent to endocrinologists)
II-A-3. Meeting Diverse Needs	*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.*	➢ Consistently uses health promotions and health teaching methods appropriate to the situations and the students' values, beliefs, health practices, developmental level, learning needs, readiness, ability to learn, language preference, spirituality, culture and socioeconomic status. ➢ Utilizes instructional scaffolding with support when concepts and skills are initially being taught.	➢ Provides developmentally appropriate instruction regarding disease/chronic condition/health issues ➢ Instructional scaffolding ex. nurse teaches preschooler cough etiquette while an older child is taught additional self care behaviors/strategies and physiology of the upper respiratory tract.

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Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.			
II-B. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it Might Look & Potential Sources of Evidence**
II-B-1. Safe Learning Environment	*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.*	➢ Consistently maintains and organizes an orderly atmosphere within the health office or instructional setting to create a safe physical, emotional and intellectual environment. ➢ Consistently creates and maintains an appropriate climate for addressing the health needs of students ensuring confidentiality.	➢ RN maintains current immunization records, displays SAFE Zone sign in health office (observations, nurse records). ➢ RN addresses all students with respect and provides confidential space for students when necessary ➢ Protects privacy and confidentiality of personal health information of students and staff
II-B-2. Collaborative Learning Environment	*Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.*	➢ Consistently encourages students to engage in health discussions. ➢ Consistently recognizes and encourages opportunities for collaborative peer group learning experiences.	➢ RN offers groups for students with similar health concerns (asthma, diabetes, etc), GLBTQ groups, and "lunch bunch friendship" groups for discussions about a variety of issues (observations, nurse records). ➢ RN encourages student participation in Health Fairs (observations).
II-B-3. Student Motivation .	*Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take risks; and challenge themselves to succeed.*	➢ Consistently recognizes and encourages opportunities for collaborative peer group learning experiences. ➢ Demonstrates active listening and teaching methods that are appropriate for the student as an individual and encourages student questions, active participation and understanding, and movement to appropriate level of self care.	➢ RN encourages students to participate in activities such as a Signs of Suicide prevention programs, Smoking Cessation Programs, Risk Taking Behaviors, and Break Free from Depression Program (observations).

Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.			
II-C. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it Might Look & Potential Sources of Evidence**
II-C-1. Respects Differences	*Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.*	➢ Consistently protects the students' autonomy, dignity, rights, values, and beliefs when delivering care while recognizing cultural diversity.	➢ RN maintains confidentiality and modifies classes due to religious beliefs such as Ramadan (observations). ➢ RN understands cultural values and beliefs; is sensitive to differences when interacting with students and their families

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Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.			
II-C. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it Might Look & Potential Sources of Evidence**
II-C-2. Maintains Respectful Environment	*Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.*	➢ Consistently establishes an environment that integrates caring, kindness and respect for all into nursing practice. ➢ Consistently takes appropriate action when addressing situations that jeopardize the health and wellbeing and self esteem of students. ➢ Recognizes the Nurse Practice Act and the Massachusetts Regulations 244 CMR 9.00 Code of Conduct.	➢ RN interacts with students, parents, families, and colleagues in a positive and respectful manner ➢ Advocates for students who may be experiencing emotional stress due to teasing/bullying; follows school district policies regarding conflict resolution ➢ Offers explanations to other staff of student and family behavior related to cultural differences

Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.			
II-D. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
II-D-1. Clear Expectations	*Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.*	➢ Consistently uses effective written, verbal, nonverbal and visual communication skills. ➢ Consistently uses language appropriate to students' age, developmental level, gender, race and ethnic background. ➢ Consistently assists students to achieve optimum levels of wellness through formal and informal health education, health promotion and preventative health services.	➢ Includes sign language and communication boards (observations) as needed for special needs students. ➢ RN delivers developmentally appropriate classroom presentations and plans community events focused on health issues (observations, nurse documents/records). ➢ IHCP clearly communicates plans for students with chronic health issues
II-D-2. High Expectations	*Effectively models and reinforces ways that students can set and accomplish challenging goals through effective effort, rather than having to depend on innate ability.*	➢ Consistently adapts heath teaching methods and information by introducing alternative modalities including technology, written materials or pictures, verbal reinforcement, supervised practice and any other teaching modality to promote student learning. ➢ Works collaboratively with students and staff to promote and maintain optimal health and wellness. ➢ Attends and is an active member of the school's Wellness Team.	➢ RN successfully demonstrates epi-pen administration, proper use of an inhaler and nebulizers, and testing of blood glucose etc to students (observations and documentation) ➢ RN models health behavior in personal habits such as non-smoking, nutrition, self-care, etc.

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Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.			
II-D. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
II-D-3. Access to Knowledge	*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.*	➢ Consistently uses active listening and language appropriate to the students' ages, levels of development, race, ethnicity, and socioeconomic background, concerning individual health values and needs. ➢ Consistently demonstrates having full knowledge and understanding of national and state laws, district policies and procedures governing special education students, specialized education programs, chronically ill students and the rights of the disabled. ➢ Consistently provides opportunities to access information and services on health/wellness to students through use of community resources and media. ➢ Nurse consistently works as an active team member to develop plans to help assure that students with medical disability, conditions, or challenges are able to optimally access their educational goals.	➢ RN participates in 504, IEP, and student support teams (student health records, meeting minutes, observations). ➢ Health office has open door policy, RN is a resource for students with health questions/concerns ➢ RN is able to site regulations related to medication administration, medical treatments and other services as provided in the school setting. ➢ RN is able to provide services related to American with Disabilities Act for individual students

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	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
III-A-1. Parent/Family Engagement	*Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community.*	➢ Engages families, caregivers, and students in a variety of activities. ➢ Uses/develops brochures describing available school health services and expectations (e.g. how to access medication orders for administration in school). ➢ Nurse informs families of major public health initiatives (e.g. screenings, flu clinics). ➢ Maintains or contributes to a website for families with updated health information.	➢ RN makes home visits as needed and attends PTO meetings and other school events to meet with parents (observation, meeting attendance records, and nurse records). ➢ RN includes families, caregivers and students in activities such as the development of IHCP, attending school or district "Open House" and Kindergarten /new student registration. ➢ RN presents to parents and other community members on a variety of health related topics

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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	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
III-B-1. Learning Expectations	*Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.*	➢ Uses a variety of teaching strategies to support learners: Visual / Verbal /Electronic/ discussions. ➢ Provides materials in primary languages as needed; uses a translator as needed. ➢ Promptly communicates with families about the need for follow-up if the student does not pass the screening tests. ➢ Seizes opportunities to develop family health literacy through distribution of updated health information such as infectious disease advisories through newspaper articles, newsletter articles, electronic articles, attending school events, all in accordance with district policy.	➢ RN provides parents/guardians with appropriate notification of mandated health screenings as per regulations. ➢ RN provides reports of outcomes of screenings to parents within two weeks ➢ RN issues periodic health-related newsletter or contributes to school newsletters with timely health information. ➢ Responds promptly to parent concerns ➢ Contributes to school webpage ➢ Promptly informs parents of changes in their parent's health status, changes from medication effects, etc
III-B-2. Student Support	*Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.*	➢ Reviews individual health care plan and student progress in meeting goals on a regular basis with the family. ➢ Engages families as partners in illness management. ➢ Writes newsletter articles for student publications. ➢ Attends school events before and after school. ➢ Reinforces positive students learning behaviors. ➢ Creates a welcoming climate that encourages students to share issues and concerns. ➢ Refers students and families to appropriate resources. ➢ Collaborates with teachers and other staff to ensure that they are knowledgeable regarding keeping the student safe in the classroom and/or indications for referring him/her to the nurse.	➢ Meets at start of school year with family to review/create IHCP ➢ Plans for communication through-out the year ➢ Attends school's Open House, PTO meetings when appropriate ➢ Contributes weekly or monthly to school newsletter/website ➢ Office hours allow for parent visits before and after school to discuss student concerns.

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Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.			
III-C. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
III-C-1. Two-Way Communication	*Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families.*	➢ Engages in effective open dialogue – verbal or written. ➢ Keeps families informed of health office visits involving significant injuries or illness, as appropriate. ➢ Apprises families of progress and issues in chronic disease management. ➢ Apprises families of concerns regarding possible behavioral mental health issues; with the family jointly develops plans to address them. ➢ Makes home visits as indicated.	➢ RN immediately communicates with parents/guardians regarding significant injury or illness they should be made aware of and refers to medical provider when indicated. ➢ RN assists staff members to identify students at risk of bullying and mental health related issues and assists in the appropriate referral of these students, such as contacting mobile crisis intervention provider. ➢ Demonstrates positive, respectful interactions with families; responds promptly to parent calls and other requests for information ➢ Interactions/inventions and health outcomes are documented in health record
III-C-2. Culturally Proficient Communication	*Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.*	➢ Arranges for translator as needed. ➢ Provides written materials (such as the medication authorization form) in students' and/or families' spoken languages. ➢ Understands cultural norms relative to illness and disease process.	➢ RN utilizes translator to communicate verbally with students/parents and ensures that communication sent home regarding student health issues are available in primary language ➢ RN is sensitive to various cultural beliefs and does not attempt to undermine these beliefs unless the student's health is at risk. ➢ Flyers, Newsletters, Posters, etc in other languages

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Standard IV: Professional Culture Promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.			
Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator's own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.			
IV-A. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
IV-A-1. Reflective Practice	*Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student outcomes.*	➢ Reflects on student health outcomes to assess effectiveness of health office and/or classroom teaching. ➢ Attends meetings with colleagues to discuss student issues e.g. IHCP, 504, IEPs. ➢ Reflects on appropriate clinical skills and identifies areas of need to enhance knowledge of specific clinical skill. ➢ Identifies and develops skills utilizing appropriate communication techniques with parents/families.	➢ RN reviews health office data, including return to class rate and number and type of health office visits to determine strategies for improving outcomes. ➢ Reviews both individual and school-wide absentee lists for illness trends ➢ Reviews data collection for parent/guardian communication, i.e. Monthly Report ➢ Updates IHCP, 504 when indicated ➢ Self-assessment to discern areas of strength and, areas for improvement
IV-A-2. Goal Setting	*Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.*	➢ Sets annual goals based on health office data such as YRBS results, immunization compliance, screening results, RTC rates, and attendance. ➢ Identifies and addresses clinical practice /skills needs.	➢ RN establishes goals in conjunction with district goals related to student needs ➢ Evidenced based interventions to achieve goals ➢ Goals reflect Needs Assessment, School Health Index

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Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.			
IV-B. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
IV-B-1. Professional Learning and Growth	*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.*	➢ Attends continuing education programs; on site, online. ➢ Meets with district/area nursing colleagues. ➢ Develops Professional Development Programs e.g. presentation to peers on clinical topics. ➢ Supports/collaborates with the nurse leader with health program goals. ➢ Participates in nursing research and nursing publications. ➢ Develops and maintains school nurse portfolio. ➢ Stays current in practice through membership in state, national organization. ➢ Maintains nursing license and ESE licensure, and strives towards National School Nurse Certification.	➢ RN maintains record of CEU certificates and education programs attended ➢ RN maintains sufficient PDPs and CEUs for renewal of both RN and ESE licensure ➢ Shares information learned at continuing education programs with colleagues ➢ Attains NCSN certification ➢ Creates a School Nurse Portfolio

Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.			
IV-C. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
IV-C-1. Professional Collaboration	*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.*	➢ Collaborates with administrative and educational staff through staff meetings and membership in student support teams, crisis teams, and wellness committees. ➢ Develops IHCP, 504 plans or assists with development of Individual Educational Plans. ➢ Collaborates with counselors, social workers, and other specialized instructional support personnel.	➢ RN attends meetings with district and school staff, parents and students and is considered an integral member of the educational team. ➢ Member of Crisis Team, School Health Advisory Council, Wellness Committee
IV-C-2. Consultation	*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.*	➢ Consults with administrative and teaching staff to address health issues that may impact student learning. ➢ Identifies and establishes a confidential, non- judgmental environment when consulting. ➢ Consults with Health Care Providers, Specialists, MASSTART, Nurse Educators, Community Agencies, Mental Health Providers, Massachusetts Department of Public Health, local Boards of Health, and Student Support Teams to improve practice in specific areas.	➢ Meet with teachers at start of school to discuss health needs of students in classroom as deemed appropriate ➢ Communicates with nursing colleagues and other healthcare providers to establish best practices ➢ Develops emergency action plans for teacher and other coordinators use to meet students needs related to before and after activities

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Indicator IV-D. Decision-Making: Becomes involved in school wide decision making, and takes an active role in school improvement planning.			
IV-D. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
IV-D-1. Decision-Making	*Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.*	➢ Collaborates with administration and other colleagues sharing their expertise to make appropriate health and safety decisions for students and staff. ➢ Assists in decision making including but not limited to school safety, policy development, crisis interventions, field trips, school activities, and health curriculum.	➢ Uses evidence/research to make informed decisions; reads current publications of research related to practice. ➢ Attends school building/district meetings as required to provide health/nursing incite

Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.			
IV-E. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
IV-E-1. Shared Responsibility	*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.*	➢ School Nurse consistently encourages and models professional behavior for students, families and staff. ➢ Upholds the Standards of Conduct for the Professional Nurse. ➢ Consistently sets high expectations for student behavior and learning in the health office and when in the classroom.	➢ Demonstrates professional demeanor in words, actions, appearance; meets the Professional Standards of Conducts as determined by the Massachusetts Board of Registration for Nursing ➢ Provides appropriate education and supervision when delegating nursing activities

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Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.			
IV-F. Elements	**Proficient**	**Knowledge, Skills, & Responsibilities**	**How it might look & Potential Sources of Evidence**
IV-F-1. Judgment	*Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.*	➢ Models professional behavior at all times. ➢ Provides high quality care to ALL students. ➢ Maintains private space in health office for visits and phone communication. ➢ Shares student health information appropriately, on a need to know basis. ➢ Complies with all Massachusetts General Laws and Regulations. ➢ Always follows FERPA and HIPAA regulations where applicable.	➢ Demonstrates professional demeanor in words, actions, appearance ➢ Ethical, forthright, maintains confidentiality
IV-F-2. Reliability & Responsibility	*Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.*	➢ Is consistently present in health office per school contract. ➢ Maintains computerized, up to date, comprehensive student health record. ➢ Maintains accurate, timely, descriptive, and complete documentation. ➢ Attends required meeting in accordance with safe nursing practice, such as staff and faculty meetings per contract ➢ Responds and demonstrate clinical skills necessary to address emergency situations (e.g. first aid, CPR, AEDs). ➢ Performs all required nursing responsibilities and professional duties according to Nurse Practice Act and district policies.	➢ Excellent Attendance ➢ Punctual, reliable with paperwork, duties and assignments ➢ Contributes ideas, expertise ➢ Provides appropriate assessment and care to students ➢ Responds to medical emergencies and delegates appropriately ➢ Maintains record of professional development certificates ➢ Reviews competency checklist

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