

# Teacher Agreement

*for*

September 1, 2019 through August 31, 2022

*between*

**The Franklin School Committee**

*and*

**The Franklin Education Association**

*Franklin, MA*



*Together we achieve the extraordinary"*

## Table of Contents

<i>Article</i>	<i>Title</i>	<i>Page</i>
	Preamble .....	4
I	Recognition.....	4
II	Entirety and Separability of Agreement.....	5
III	No Strike Clause .....	5
IV	Negotiations .....	5
V	Duration.....	6
VI	Work Year.....	6
VII	Teacher Assignment.....	7
VIII	Teacher Evaluation and Files .....	7
IX	Teacher Facilities .....	9
X	Teaching Hours and Workload .....	9
XI	Reduction in Force.....	12
XII	Transfers .....	15
XIII	Promotions .....	16
XIV	Resignations .....	17
XV	Teacher Protection.....	17
XVI	Paid Absence and Leave Benefits.....	18
XVII	Leaves of Absence Without Pay .....	23
XVIII	Sabbatical Leaves.....	23
XIX	Family Medical Leave.....	25
XX	Salaries .....	27
XXI	Miscellaneous Benefits.....	28
XXII	Grievance and Arbitration .....	30
XXIII	Miscellaneous Provisions .....	32
XXIV	Textbooks.....	33
XXV	Labor Management Relations.....	33
XXVI	Extended Day Program .....	33
XXVII	Agency Service Fee .....	33
XXVIII	Health and Safety Committee.....	33
<b>Appendixes</b>		
<b>Appendix A</b>		
	Salary Schedule.....	34
	Miscellaneous Salary Benefits.....	35
	Longevity Pay .....	35
	Instructional Stipends.....	37
	Non-Instructional Stipends .....	38

<b>Appendix B</b>	
Coaches Stipends.....	40
<b>Appendix C</b>	
Modification of Teacher’s Salary Schedule.....	41
<b>Appendix C-1</b>	
Chapter I /Title One .....	43
<b>Appendix D</b>	
Family and Medical Leave of Absence.....	47
<b>Appendix E</b>	
Evaluations.....	51

## **Preamble**

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Franklin and that good morale within the teaching staff of Franklin is essential to the achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

1. The Franklin School Committee (herein referred to as the School Committee) is a public body established under and with powers provided by the Statutes of the Commonwealth of Massachusetts and nothing in the Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in the Agreement, the Committee retains all the powers, rights, and duties that it has by law. The Committee has final responsibility for establishing the educational policies of the public schools of Franklin.
2. The Superintendent of Franklin Public Schools (herein referred to as the Superintendent), in conjunction with principals, has the responsibility for carrying out the policies so established. The Superintendent is the Chief Officer of the Franklin School Department and shall exercise all authority as provided by law. The Superintendent shall supervise all Directors, Counselors, Specialists and all others covered by this Agreement in conjunction with the principal of each school.
3. The principal is the chief administrative officer of each school and is responsible for implementing effective administrative practices, which are consistent with the laws of the Commonwealth, the duly established educational policies of the School Committee and the terms of this Agreement.
4. The teaching staff of the Franklin Public Schools is responsible for providing the highest quality of instruction and services to the children entrusted to their care through compliance with all applicable state laws, the duly established educational policies of the School Committee, the terms of this Agreement, as well as the administrative practices as described in Paragraph 3 of this Preamble.
5. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Superintendent, the principals and the teaching staff.

## **ARTICLE I Recognition**

### **1.1 Representation**

For the purposes of collective bargaining on questions of wages, and conditions of employment, the School Committee recognizes the Franklin Education Association as the exclusive representative of the following professional employees of the Franklin Public School System.

UNIT A – All Teachers, Counselors, Specialists, Librarians, , Related Service Providers, Directors, Department Chairs, Coaches, Federally Funded Directors and Teachers, and regular part-time teachers, and Nurses but excluding substitutes, Chapter/Title I Director, Assistant Principals, Summer School teachers, Evening Education teachers, Workshop teachers\*, and other employees of the Franklin Public Schools.

Unless otherwise indicated, the employees in the above Unit will be hereinafter referred to as teachers. \*"Workshop" teachers include those members of the collective bargaining unit who are involved in any special or summer workshop projects.

## **1.2 Membership**

As sole bargaining agent, the Association will accept into voluntary membership all teachers covered by this Agreement without regard to race, color, creed, religion, ancestry, national origin, sex, gender identity or expression sexual orientation, marital status, genetic information, disability, pregnancy or a related condition, veteran status, age, or homelessness, or previous affiliation with other teacher organizations.

## **ARTICLE II Entirety and Separability of Agreement**

### **2.1 Entirety of Agreement**

This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation. Any matter not specifically covered by the Agreement is not a part of this Agreement.

### **2.2 Separability of Agreement**

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

## **ARTICLE III No Strike Clause**

The Association on its own behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that during the term(s) of this Agreement, it will not authorize, approve, participate or in any way encourage any illegal strike, illegal work stoppage, illegal slowdown or the illegal withholding of services including extra- curricular services from the employer, School Committee and the Town of Franklin. It is further agreed that the Association will not unlawfully interfere or restrain any person from seeking employment with the Franklin School Department during the term(s) of this Agreement. It is further agreed that any employee covered by this Agreement who violates this provision, or any part thereof, subjects himself to disciplinary action or dismissal.

## **ARTICLE IV Negotiations**

### **4.1 Reopening of Agreement**

Either party wishing to modify or amend this Agreement for the period after August 31, 2022, shall so inform the other party in writing on or before November 1, 2021. Otherwise, this Agreement shall continue from year to year thereafter unless written notice is sent on or before the first of November of each year thereafter.

### **4.2 Changes in Policy**

Before the Committee adopts a substantial change in policy which affects wages, hours, or any other conditions of employment which are not covered by the terms of this Agreement and which have not

been proposed by the Association, the Committee will notify the Association in writing that it is considering such a change. The Association will have the right to negotiate with the Committee, provided that it files such a request with the Committee within five (5) days after receipt of such notice.

#### **4.3 Modification of Agreement**

The Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### **4.4 Schedule of Negotiations**

Negotiations shall be scheduled at mutually acceptable hours. These negotiations will not be held during school hours.

#### **4.5 Availability of Documentation**

The Committee will, upon request, provide the Association with copies of any documents, which are available to the Committee, which will assist the Association in its negotiations. The cost of copying will be borne by the Association.

#### **4.6 Distribution of Agreement**

Five copies of the teachers' contract will be placed in each school library and one will be available electronically through the District's electronic intranet. All new employees will be provided a printed copy of the current contract, and any employee, at any time, may request and receive a printed copy of the current contract from Human Resources.

### **ARTICLE V**

#### **Duration**

It shall be a three year Agreement commencing September 1, 2019 through August 31, 2022.

### **ARTICLE VI**

#### **Work Year**

##### **6.1 Length of Work Year**

The work year for this Agreement shall consist of one hundred eighty-three (183) days, of which one (1) day is an orientation day for all teachers prior to the opening of school. The aforementioned day will be split as follows: One-half (1/2) for administrative issues and one-half (1/2) for teacher preparation, including association time.

During the school year there will be two (2) full days of Professional Development. A professional Development Committee comprised of staff and administrators will provide guidance and direction on the use of these days. Recognizing that new initiatives require quality time for development and implementation, it is understood that administration will also recognize the difficulty in successfully addressing multiple initiatives concurrently.

The first day of the teacher work year shall be no earlier than the Monday preceding Labor Day.

The last day of the school year will be a half-day for students. The remainder of the day will be used by teachers for closeout procedures such as preparing rooms for summer maintenance.

Teachers who are new to the school system will be required to participate in a three-day orientation program. Said program shall consist of three consecutive days scheduled during the week immediately preceding the opening of school. Payment shall be at the rate of \$100 per five-hour day.

The work year for guidance counselors at the high school will be extended. Each counselor will select up to two (2) days to work on counselor related activities within the first five (5) work days following the last day of school for teachers. Counselors will be paid at their per diem rate for these two (2) days and any additional day(s) worked during the summer.

School nurses will work an additional two (2) days beyond the teacher work year. The additional two (2) days will be scheduled during the month of August, by mutual agreement of the nurse and the building principal. Nurses will be paid at their per diem rate for these two (2) days.

## **6.2 Adoption of Calendar**

The School Committee shall consult with the Franklin Education Association prior to the adoption of the calendar. The final decision is with the School Committee.

# **ARTICLE VII Teacher Assignment**

## **7.1 Notification of Programs**

Teachers will be notified in writing of changes in their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subject that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than the end of the preceding school year.

## **7.2 Assignment**

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching licensures and/or their major or minor fields of study.

## **7.3 Mileage Reimbursement**

In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any change in their schedules as soon as possible. Teachers who are assigned to more than one (1) school in any one (1) school day will receive a minimum of two (2) miles per move at the same per mileage rate that the Town pays to other employees for all inter-school driving.

# **ARTICLE VIII Teacher Evaluation and Files**

## **8.1 Teacher Observation**

All monitoring or observation of the work performance of a teacher will be conducted openly. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited.

## **8.2 Inspection of Files**

The Committee agrees to comply fully with the provisions of G. L. Chapter 71, Section 42C: School officials of cities and towns keeping records concerning any teacher or their work shall, at the written request of the teacher, permit the teacher by appointment to inspect the contents of their personnel folder, files, cards, and records, and to make copies of such contents and records that concern their work or themselves.

Upon written request to the Human Resources Director, any employee covered by this Agreement shall have the right to inspect the contents of their personnel folder, file cards and records which pertain to said employee, and said employee may request copies of such contents as concern such employee or their work. It is understood that the records will be made available at reasonable and mutually convenient times.

The teacher will have the opportunity to review such material and affix their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The teacher will also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.

Whenever an addition is made to the teacher's personnel folder, with the exception of formal evaluations and classroom observations, the teacher shall be immediately informed in writing within ten (10) days of the information being added to the file. Notation of "personnel file" as a "cc" on the document shall satisfy the written notification requirements of this provision.

The teacher will have the opportunity to review such material and affix their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The teacher will also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.

## **8.3 Complaints Against a Teacher**

Complaints regarding a teacher made to any member of the administration by a parent, student or other person will be promptly called to the attention of the teacher, providing the complaint is not subject to a criminal investigation.

An administrator to whom a complaint against a teacher is made by a parent, student or other person, will, where appropriate, first refer the complaint to the individual about whom the complaint was made. If the complaint cannot be resolved between the two individuals or if the complaint is of such a substantial nature that it should be handled by an administrator in the first instance, then, the administrator, within a reasonable amount of time, will notify the teacher that a complaint has been received and will be investigated. The determination as to whether the nature of the complaint is one that requires attention by the administrator in the first instance lies within the exclusive discretion of the employer. Complaints will be handled and investigated in a timely manner.

## **8.4 Just Cause**

No teacher will be disciplined, reprimanded, reduced in rank or compensation without just cause.

## **8.5 Teacher Evaluation and Files**

If during the life of this Contract, state or federal statutes or regulations pertaining to teacher performance evaluation processes or standards are changed, then the Parties agree to reopen this Contract for the limited purpose of negotiating changes to Article VIII and Appendix E.

## **ARTICLE IX Teacher Facilities**

Where economic and physical conditions allow, the Committee shall endeavor to provide the following:

1. Space in each classroom in which teachers may securely store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials, such as file cabinet, table or desk, and photocopy machine.
3. A serviceable desk and chair for the teacher in each classroom.
4. A well-lighted and clean toilet for all teachers.
5. A separate private dining area for the exclusive use of the teachers.
6. The School Administration will attempt to insure that the room temperature for all classrooms will be kept at a suitable level.
7. The School Committee shall assure that no professional employee is subject to reprisals for filing a report of unsafe or unhealthy working conditions.

## **ARTICLE X Teaching Hours and Workload**

### **10.1 Teacher Work Day**

1. All teachers shall be required to be on duty for a period inclusive of lunchtime, of up to seven (7) hours each day.
2. All professional personnel who do not have homerooms will work at their assigned tasks in the school building for at least the length of the regular teacher's workday. It is recognized, however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day. The exact daily schedule will be worked out on an individual basis.
3. When special teachers are in the classroom, the regular teacher shall have the right to leave the classroom for the sole purpose of teaching preparation. However, when the special teacher is presenting new materials, lessons, or projects, the regular teacher may be required to remain in the classroom as long as this does not occur during the teacher's "preparation period". Special teachers include, but are not limited to, art, music, physical education/health teachers, and elementary world language teachers.

### **10.2 After School Meeting/Conference Participation**

1. Teachers may be required to remain after the end of the regular workday without additional compensation up to one (1) hour, two (2) meetings per month for all school teachers for school purposes.
2. In addition, all teachers shall be required to attend two (2) evening events per year, as determined by the District, with no compensatory time or monies.
3. By the conclusion of the school year, each building principal will consult with their professional staff on a proposed meeting schedule for the upcoming school year. If possible, building principals will publish their meeting schedule for the upcoming year by the last day of school; if they cannot then they will do so by July 15<sup>th</sup>. Meetings will normally be scheduled on Wednesdays. Meetings may be scheduled on days other than Wednesdays, if mutually agreed to by both the teachers and the principal.

### **10.3 Teacher Workload**

#### **A. Secondary (Middle and High) School Teacher Workload**

1. Secondary school teachers will not be required to teach more than two (2) subject areas, and no more than three (3) different course titles (excluding levels).
2. Secondary teachers will teach no more than twenty-five (25) periods per week within said subject areas. Secondary school teachers will receive at least one preparation period per day. 3. A teacher may consent to take an additional teaching period in lieu of a supervision period.
4. In addition to homeroom or early morning assignments, Grade 6-12 teachers shall be assigned up to five (5) supervisory periods per week. All teachers will conduct extra help or supervision in the classroom when not attending department meetings between the time students are regularly dismissed and the end of the teacher's workday.

#### **B. Itinerant Teacher Workload**

Every effort will be made to give a reasonable amount of travel time to Unit A specialists and related service providers who travel between two (2) or more buildings in a single day. This travel time will be exclusive of their contractual twenty (20) minute duty free lunch and their thirty (30) minute preparation time. In addition, every effort will be made to give them their thirty (30) minute preparation time as outlined in 10.4.1 upon arrival at the second building. This should not be construed as an extra preparation period.

#### **C. Elementary Teacher Workload**

1. The School Committee will endeavor, whenever possible, subject to scheduling and available personnel, to provide a fifteen (15) minute recess period every other day in the elementary schools when each teacher will not be assigned any duty.
2. The Committee will provide each elementary teacher at least a thirty (30) minute preparation period in addition to their twenty (20) minute duty-free lunch on days when there is no preparation period afforded under the terms of Section 10.1.3 of this Article. The preparation period shall not include any supervisory responsibilities. Elementary teachers shall be guaranteed not less than a total of 220 minutes per week in preparation time. This time shall be exclusive of time before and after school.

No elementary teacher shall have as part of their regular schedule an assignment that requires him or her to supervise two classrooms for the purpose of providing preparation time.

### **10.4 Duty Free Lunch**

The School Committee will provide each teacher with a twenty (20) minute duty-free lunch period per day, except in cases of emergency. Said twenty (20) minutes shall not include walking students to and from the lunchroom.

### **10.5 Practice Teacher Assignment**

Practice teachers shall be assigned only with prior consent of the cooperating teacher and the consent once given may not be revoked.

### **10.6 Preparation Time**

It is the mutual agreement of the parties that it is in the best interest of the students of the Franklin Public Schools and the educational process of the Franklin Public Schools to utilize the preparation period in a variety of ways including, but not limited to individual/group meetings regarding a student; meeting with a parent; meeting with a principal; preparing materials for classes; making plans with the media specialist; and contacting business, community organizations, etc. in order to improve the delivery of services to individual students and/or the entire class. The decision as to the appropriate utilization of

the preparation period shall be at the sole discretion of the teacher, after giving due regard to the input and/or recommendations of the administration. The provisions of this paragraph are intended to apply to teachers at all grade levels.

### **10.7 Association Time**

- A. The Association President will not be assigned any supervisory duties.
- B. The President of the FEA shall be relieved of teaching duties for a total of (10) ten school days per year, which days shall be utilized for addressing local issues of concern between the Union and the Committee. It is understood that some of this time may be spent outside of the district, but the objective of the release time is to address local issues. The Union shall bear the full cost of any substitute teacher necessary on these days and the days shall be scheduled so as to minimize the impact on students. In addition, no more than (2) two such days shall be taken in any given month. Such days shall be dependent upon the President providing adequate notice so as to ensure that substitute coverage is available.
- C. Either the Committee or the Association may propose leave for the President to attend to Association business and if so, the Parties will meet to negotiate over same and any agreements reached will be subject to ratification by the Parties.

### **10.8 Part-timers**

Part-timers who are required to work by the School Administration longer than their fraction of a day will be paid their contractually hourly wage for the additional part.

### **10.9 Special Education**

Resource, speech and language teachers, school psychologists, and school adjustment counselors will be given time up to the equivalent of three (3) school days per semester for the purpose of writing reports. Scheduling of such days will be by mutual agreement between the employee and the building principal.

If available, and at the discretion of the Superintendent, secretarial help will be given to resource staff for the purpose of writing reports.

Recognizing that communication is essential to the success of the inclusion classroom, every effort will be made to provide concurrent preparation time to Inclusion Classroom Teachers and Special Educators.

### **10.10 Early Release Time**

While the School Committee retains the right to determine the annual school calendar and the total number of student early release days scheduled, early release days will be used for the following purposes:

For the 2019-2020 school year:

- Two (2) for parent-teacher conferences;
- One (1) for use by the Educators for tasks related to Educator Evaluation, such as self-assessment, goal setting, evidence collection and analysis or collaborative conversations as determined by the Educator. All Educator Evaluation Release Time shall be utilized in the Educator's assigned building;

- One (1) for which the Educator is released and the time may be used at the discretion of the Educator; and,
- The remaining days for District directed purposes, as determined by the Superintendent and/or building principal or his/her designee.

Effective as of the 2020-2021 school year:

- Two (2) for parent-teacher conferences;
- One (1) for use by the Educator for tasks related to Educator Evaluation, such as self-assessment, goal setting, evidence collection and analysis or collaborative conversations as determined by the Educator. All Educator Evaluation Release Time shall be utilized in the Educator's assigned building;
- One (1) for teacher directed purposes in the Educator's assigned building; and
- The remaining days for District directed purposes, as determined by the Superintendent and/or building principal or his/her designee.

## **ARTICLE XI**

### **Reduction in Force**

#### **11.1**

The School Committee retains the right to reduce the number of teachers on its staff. In determining the order in which the staff shall be laid off within the separate groups of professional status and non-professional status, the Committee shall consider the following factors in laying-off staff within a discipline:

1. Seniority within a certification/licensure.
2. Relevant demonstrated educational needs of the system.
3. Qualifications, including indicators of job performance and the best interest of the students in the school or district. Members' job performance shall be defined as the members' overall evaluation ratings (Formative and/or Summative) over the preceding three (3) years, with ratings of Proficient and Exemplary being considered equal.

In making lay-offs within a discipline, the most junior person within the discipline shall be laid off except in the following situation:

If there is a conflict with the relevant demonstrated educational needs of the system, or the qualifications of the staff, then the School Committee need not lay off the most junior teacher within the discipline.

In the event that the provisions of M.G.L. c. 71, s. 42 applicable to the lay-off of teachers with professional status is amended during the life of this Agreement, then the Parties agree to re-open Article 11 of the Collective Bargaining Agreement for the sole purpose of negotiating over the impact of such statutory changes.

## 11.2 Licensure Categories

1. *Elementary Classroom Teachers*  
PreK - 6
  
2. *Secondary Teachers 7 - 12*
  - a) English
  - b) Science
  - c) Math
  - d) Social Studies/Political Science
  - e) History
  - f) World Languages
  - g) Business & Occupational Education
  - h) Family/Consumer Science
  - i) Instructional Technology
  - j) Technology & Engineering
  - k) Alternative Education
  - l) Theatre
  
4. *System-wide Specialists PreK-12*
  - a) School Psychologist
  - b) Special Education
  - c) Adjustment Counselors
  - d) Guidance Counselors
  - e) Librarians
  - f) Speech Pathologists
  - g) Reading
  - h) English Language Learners
  - i) Related Service Providers
  - j) Visual Art
  - k) Physical Education/Health
  - l) Music

## 11.3 Professional Teacher Lay-offs

In the event that a professional status teacher is to be transferred to a different level (middle school to high school or vice versa), then when possible, within two years, the administration will identify the specific course of Instruction which will facilitate the transition from one level to another. Furthermore, cost of said course shall be paid for by administration over and above any other course reimbursement indicated in section 21.3.

## 11.4 Definition of Seniority

Seniority means a teacher's length of continuous uninterrupted service in Unit A in years, months, and days commencing with the first date of employment (not hiring) as a teacher on a paid basis in the Franklin Public Schools. Regular part-time teachers will receive proportional seniority.

In the event of seniority ties, and in the event of a pending layoff, a lottery(s) will be conducted in the Discipline Categories to be affected by the layoff. Before a lottery is conducted the Educator's last Formative and/or Summative Evaluation Report from the year immediately preceding the year of the layoff will be examined to determine if any of the tied employees received an overall rating of needs improvement or unsatisfactory. Any employees with an overall rating of needs improvement or unsatisfactory will not be part of the lottery drawing and will be placed on the seniority list below those with overall ratings of exemplary or proficient. If in a group of tied employees more than one employee

has an overall rating of needs improvement or unsatisfactory, there will be a second lottery among those with overall ratings of needs improvement or unsatisfactory to determine their order below those with overall ratings of exemplary or proficient. In the event employees are recalled and there is a subsequent layoff a new lottery will be conducted. Names drawn in the lottery will be the personnel who will return.

Any leave of absence as defined in Articles XVII (17.1, 17.2, 17.4, 17.5 & 17.6) XVIII, and XIX (unpaid child rearing leave only) shall be construed to be non-active service and will not be included in determining the total length of service. However, such leaves will not be construed to break active service; and seniority will mean the total number of years, months, and days preceding the leave, added to the total number of years, months and days after resuming active duty after the leave of absence.

### **11.5 Lay-off Notice**

Employees laid off under normal circumstances shall be notified in writing no later than **June 15** of the school year preceding the school year in which the reduction is to be effected. However, if school sessions conclude prior to June 15, employees will be notified of lay-off not later than the last day that school is in session.

### **11.6 Recall Provision**

Employees laid off under this article shall be considered for recall in the inverse order of their lay-off within their certification/licensure category during a period of two (2) years from the effective date of their lay-off if they so indicate in writing to the Superintendent. Teachers will not be required to accept any recall, which occurs during the school year.

### **11.7 Alternative Certification/Licensure Categories**

A teacher laid off, and on recall, will be given preference for an open position within another certification/licensure category provided that the teacher is properly certified in that subject and has taught said subject within the past seven (7) years.

### **11.8 Regular Part-time Employment**

Any position which is half-time or more is considered an open position for purposes of recall and reappointment and must be offered to a teacher on recall if there is a teacher on recall who is entitled to the position under the terms of this Agreement. If the teacher is offered a position of half-time or more and does not accept the offer of employment, their refusal of the offer constitutes a resignation and they lose their rights to recall to any future position

If a teacher is offered a position of less than half time and does not accept the offer of employment, their refusal of the offer does not constitute a resignation and they retain their rights to recall to a half time or greater position to which they are entitled under the terms of this Agreement.

Having been placed in a fractional position, a teacher on recall is entitled to reassignment to any larger position which becomes available to which the teacher is entitled under the terms of this Agreement, if such assignment is desired by the teacher; e.g., a teacher recalled to a half-time Grade 2 position is entitled to the first full-time Grade K-6 position which becomes available. If two or more teachers within the same discipline are placed in fractional positions, they are entitled to reassignment to larger positions, which become available in the order of their standing on the recall list.

### **11.9 Vacancies**

If a half-time or greater vacancy occurs before the last term which is expected to last at least until the end of that school year, and if a teacher is on the recall list for the discipline in which the vacancy occurs, the first teacher on the recall list shall be offered the position and is entitled to all appropriate contractual benefits (salary, personal days, etc.) prorated. No teacher shall be required to accept any such vacancy, which occurs during the school year. If there is no teacher on the recall list who is entitled to fill the

vacancy or if the vacancy occurs after the end of the third term of the academic year, the Superintendent may hire a substitute.

**11.10 Recall/Transfer**

Recall within a Licensure Category will take precedence over the transfer of a teacher from another Licensure Category into that Category.

**11.11 Placement on Substitute List**

Employees laid off under this article shall be given priority on the substitute list during said recall period if they so indicate in writing.

**11.12 Continuation of Insurance Benefits**

Employees on leave pursuant to their lay-off policy may continue group health insurance coverage at the applicable COBRA rate and subject to applicable COBRA regulations.

**11.13 Offers of Employment**

Employees serving a recall period shall be notified by the Superintendent concerning any open positions in the system for which they may be qualified to fill. Failure to accept an offer of employment for any such positions shall terminate this requirement unless the offer is made during the school year.

**11.14 Restoration of Benefits**

Employees recalled shall be credited with such salary and fringe benefits as they were entitled to at the effective date of their layoff.

**11.15 Seniority List**

An updated "Seniority List" shall be supplied by the Superintendent's Office to the President of the Franklin Education Association, no later than October 1 of each year.

**ARTICLE XII  
Transfers**

**12.1 Transfer Procedures**

Although the Committee and the Association recognize that some transfers of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the education process and interferes with optimum teacher performance. Therefore, they agree as follows:

1. A list of open positions in other schools will be made available to all teachers being transferred; these teachers may make written application to the Superintendent for such position.
2. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than the end of the preceding school year.

**12.2 Voluntary Transfer**

Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Requests must be renewed each year. All requests will be acknowledged in writing. As a courtesy, all requests submitted prior to selection will be acknowledged in writing prior to the selection being made public. If vacancies occur, transfer requests will be considered before new teachers are hired.

### **12.3 Involuntary Transfer**

1. Notices of involuntary transfers shall be given to teachers as soon as possible and under normal circumstances, not later than the end of the preceding school year.
2. When an involuntary transfer is made, the Superintendent, upon written request, will provide the transferee in writing with the reasons for said transfer.
3. When involuntary transfers are made, the teacher's area of competence, major and/or minor field of study, quality of teaching performance, seniority in the Franklin School System and relevant demonstrated educational needs of the school system will be given due consideration.
4. If an opening occurs in a position from which a teacher was involuntarily transferred, first choice shall be given the involuntarily transferred teacher to return to their previous position, provided that the initial transfer did not occur because of that teacher's performance. If the Superintendent determines that the teacher who was involuntarily transferred shall not return to their previous position at the beginning of the next school year, the Superintendent, upon written request, will provide the transferee in writing with the reasons for said decision not to allow the teacher to return to their previous position. The decision of whether or not to allow the teacher to return to their previous position shall be at the Superintendent's discretion.

### **12.4 Postings**

All vacancies in Unit A positions caused by death, retirement, discharge, resignation or the creation of new positions which the administration determines to fill shall be posted through the District's electronic intranet for a minimum of ten school days. Employees who desire to apply for such vacancies shall file their applications in writing with the appropriate office as designated in the posting.

## **ARTICLE XIII Promotions**

### **13.1 Filling of Vacancies in Promotional Positions**

All vacancies in promotional positions caused by death, retirement, discharge, resignation, or by the creation of a new promotional position, if decided by the Committee to be filled, shall be filled pursuant to the following procedure:

1. Such vacancies shall be adequately publicized, a minimum ten (10) school days, including a notice on the District's electronic intranet as far in advance of the date of filling such vacancy as possible.
2. Said notice of vacancy shall clearly set forth the qualification for the position.
3. Persons who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within the time limit specified in the notice.
4. Qualifications and criteria for selection of all personnel for promotional positions shall be published and adhered to except in the case of an emergency. Subject to the provisions of this Article, the decision of the principal, subject to the approval of the Superintendent, in filling promotional vacancies shall be final.

### **13.2 Probationary Period**

1. Promotional positions shall be filled for a probationary period of three (3) school years. This provision may be modified by mutual agreement, in writing, by the parties.
2. In the event the person promoted does not continue in their promotional position for any reason other than moral turpitude, insubordination or conduct unbecoming a teacher, they shall revert to their previous status as a teacher. Any extra- curricular positions held in the School Department

by them prior to the promotion shall be evaluated by the Superintendent at the time the teacher reverts to their original positions.

### **13.3 Temporary Appointments**

Nothing in this Agreement shall prevent the Superintendent from making temporary appointments until positions can be filled with permanent appointments as provided in the Agreement. Unless qualified applicants are unavailable, all permanent appointments shall be made within twelve (12) months. Time spent in such temporary appointment shall not be used as an indication of superior qualifications for the position.

## **ARTICLE XIV Resignations/Retirements**

### **14.1. Resignation**

Any teacher who intends to resign their position shall give notice to the Superintendent through their principal no less than thirty (30) calendar days, except during the month of August, which will require sixty (60) calendar days prior to the date of intended resignation. The Superintendent may, contingent upon the agreement of the teacher, release him/her before the agreed upon time provided a suitable replacement has been acquired and is ready to take over the teacher's duties. Exceptions to this provision may be approved by the Superintendent due to illness or unforeseen circumstances beyond the control of the teacher involved. Unless so approved by the Superintendent, violation of this provision will be treated as a breach of contract and will be so noted in the teacher's file and will be included in any future reference requests.

### **14.2 Retirement**

In order to facilitate the timely processing of retirement paperwork and hiring need, any teacher who intends to retire from their position effective June 30 of any year shall give notice to the Superintendent through their principal by the preceding March 1. Any teacher who intends to retire from their position with an effective date other than June 30, shall give notice to the Superintendent through their principal no less than thirty (30) calendar days, except during the month of August, which will require sixty (60) calendar days prior to the date of intended retirement. Exceptions to this provision may be approved by the Superintendent due to illness or unforeseen circumstances beyond the control of the teacher involved, the approval of which will not be unreasonably withheld.

## **ARTICLE XV Teacher Protection**

### **15.1 Notification of Superintendent**

Teachers will report immediately in writing to the Superintendent and their principal all cases of assault suffered by them in connection with their employment. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.

### **15.2 Legal Expenses**

The Committee agrees to comply fully with the provisions of G.L. Chapter 258 and to this end will provide sums of reasonable legal expenses, and, as of January 1, 1970, for other damages incurred by a teacher in the course of their employment. Said sums are to be supplemental to benefits provided under Chapter 152, Section 69, of the General Laws of the Commonwealth of Massachusetts Workers'

Compensation Insurance which the Committee will continue to provide during the terms of this Agreement.

### **15.3 Workers' Compensation**

Whenever a teacher is absent from school as a result of a compensable industrial accident, the Committee, subject to the following limitation, upon request, will make up the difference between the teacher's workers' compensation benefits and their regular salary providing said teacher has accumulated sick leave against which said difference may be charged.

## **ARTICLE XVI Paid Absence and Leave Benefits**

### **16.1**

During each school year teachers shall be entitled to fourteen (14) sick days per year for absence without loss of pay. Once a teacher has accumulated up to two hundred forty-four (244) days this shall be the maximum number of days that can be accumulated. Those teachers hired on or after July 1, 2013 shall be entitled to twelve (12) sick days per year up to a total accumulation of one hundred fifty (150) days. First year teachers may be credited with twelve (12) days but, should they leave the Franklin School Department having used more sick days than they earned at the rate of one (1) day each month, then the teacher shall have the excess deducted from their termination pay, if sufficient; or, if not, it shall be repaid to the Town of Franklin by said teacher. Teachers shall make every effort to schedule medical tests and/or examinations at times when school is not in session. In the event medical tests or examinations can only be scheduled during times when school is in session, absences for these reasons shall be charged to sick leave. Teachers will be allowed to use up to fourteen (14) days annually from their accumulated sick leave in cases of family illness. Family illness shall be limited to that of spouse, parents, children or a relative living at home. Family illness time for in-laws, grandparents and other relatives shall be at the sole discretion of the Superintendent. The Superintendent may require documentation from a regularly licensed and practicing physician in the event of any illness resulting in five (5) or more consecutive work- days. The Superintendent may also require medical documentation when circumstances warrant, such as repeated absences surrounding weekend and holiday periods.

Sick days must be taken in whole day increments. Should a teacher work at least half a day prior to leaving due to illness, a sick day will not be issued and no pay will be deducted. Should a teacher leave prior to working at least a half a day, then a full sick day (if available) shall be issued.

### **16.2 Sick Leave Buy Back**

Effective September 1, 2013 this benefit is eliminated as to those members hired on or after July 1, 2013. However, those members hired prior to July 1, 2013 will be grandfathered under this section and will continue to be eligible for the sick leave buy back benefits set forth below.

At the end of the school year if a teacher has not used any sick leave days or any personal leave days, up to seven (7) days will be placed in a Buy-Back Bank according to the following formula:

If 0 days used, then	7 days to Sick Leave Buy Back Bank
If 1 day used, then	6 days to Sick Leave Buy Back Bank
If 2 days used, then	5 days to Sick Leave Buy Back Bank
If 3 days used, then	4 days to Sick Leave Buy Back Bank
If 4 days used, then	3 days to Sick Leave Buy Back Bank
If 5 days used, then	2 days to Sick Leave Buy Back Bank
If 6 days used, then	1 day to Sick Leave Buy Back Bank
If 7 days used, then	0 days to Sick Leave Buy Back Bank

*Exemption:* Day(s) given to Sick Leave Bank.

Each day placed in bank before September 1, 1992, will be given a value of eighty (\$80) dollars. Each day placed in bank after September 1, 1992, will be given a value of ninety (\$90) dollars. After fifteen (15) years of service in the Franklin School Department, a teacher who resigns or retires will receive payment equal to the number of days in the Sick Leave Buy Back Bank. After fifteen (15) years of service in the Franklin School Department, a teacher who dies while in the service of the Franklin School Department will have paid to their estate a payment equal to the number of days in the Sick Leave Buy Back Bank. In all cases, payment to a teacher or to their estate from the Sick Leave Buy Back Bank shall not exceed six thousand three hundred (\$6,300) dollars.

### **16.3 Bereavement Leave**

In case of death in the immediate family of any teacher, said teacher may be absent to attend funeral or memorial services for up to five (5) calendar days commencing with the day after the death. Immediate family shall include father, mother, sister, brother, spouse, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, relative or other person living in the same home as the teacher. In the event that a memorial service for a family member is deferred or that travel out of the New England Region is required, deferral of bereavement leave may be granted at the discretion of the Superintendent of Schools providing the teacher has not used the five (5) bereavement days. One (1) day or days at the discretion of the Superintendent for any members of the family or for a close friend may be allowed to attend funeral or memorial services. All requests for bereavement shall be made in writing to the Superintendent of Schools.

The present method of providing released time to attend funeral services for a co-worker shall be continued during the term of the Agreement at the discretion of the Superintendent, and in their absence the principal of the school involved.

### **16.4 Personal Leave**

It is recognized that the regular attendance of teachers contributes significantly to the quality of the instructional program. As such, whenever it is possible, individuals who are included in this bargaining unit will be expected to arrange personal business around the school year calendar.

Teachers shall be entitled to take up to two (2) days paid leave of absence within a school year for personal business reasons provided:

1. That personal day shall not be taken for recreational and/or leisure activities. Personal days shall not be taken for the purpose of extending a vacation or holiday period. Upon submission of acceptable documentary support, an exception to this provision may be granted by the Superintendent to allow an employee to use available personal time for purposes of attending a wedding.
2. The teacher must, whenever possible, inform the principal or immediate supervisor two (2) school days in advance of a personal day.
3. Requests for personal days contiguous to vacation periods or holidays must state the reason(s) necessitating the leave. These requests, in writing, shall be sent to the Superintendent at least two (2) days in advance of the day being requested.
4. No more than seven percent (7%) of a staff may take personal day leave on the same day. In those buildings where seven percent (7%) is less than two (2) staff members, the maximum will be raised to equal two (2) staff members. In cases of emergency, the percentage of teachers allowed to take personal days in each building could be extended at the discretion of the Superintendent; and, in all cases teachers shall be required to submit in writing all notification for personal days.

In the case of unforeseen events, written notification may be given after the personal day has been taken.

5. At the conclusion of each school year any unused personal days will be added to a person's accrued sick time balance (not to exceed the maximum of 244 days).

### **16.5 Military Training Leave**

A teacher required to be absent from school for military training shall be entitled to up to seventeen (17) days off. The Committee will pay the difference between the teacher's regular salary and what the teacher is paid by the military service, subject to the authorization of the Superintendent.

### **16.6 Professional Day**

1. Teachers may be entitled to attend various professional meetings or days of visitation solely at the discretion of the principal. Attendance at these meetings and visitations will not be considered teacher absences.
2. Two (2) teachers will each be granted one (1) professional day to attend the NCTA Convention.
3. Delegates elected to the MTA Annual Meeting will be granted one (1) professional day each to attend this meeting.
4. Those employees who do not attend a Professional Development Day will not be paid for the day unless their absence is due to a verifiable use of paid leave, i.e., a note from a medical authority or a pre-approved Personal/jury/Bereavement/Religious day.

### **16.7 Sick Leave Bank**

#### **I. Purpose**

The Franklin Public School Teachers Sick Leave Bank will enable all members of the staff who voluntarily participate in accordance with the provisions herein and whose accumulated sick leave is exhausted due to prolonged illness, to access additional sick leave. The Sick Leave Bank is designed for prolonged illness and will be used by teachers intending to return immediately following the prolonged illness.

#### **II. General Provisions**

1. The Sick Leave Bank will be used only when the teacher is prevented from working because of sickness or injury of the teacher and when this disability is of a prolonged nature; that is ten (10) consecutive working days or more.
2. (a) Effective for teachers hired after 9/01/2004, teachers within the first year of employment will not be eligible for the Sick Leave Bank. Teachers in their second year of employment will be eligible to match up to 50% of their available sick days with sick bank days. Teachers in their third year of employment will be eligible to match up to 100% of their available sick days with sick bank days.

For those employees hired prior to 9/1/04 and/or with three or more years of seniority, the Sick Bank plan will cover only seventy-five (75) working days of any one (1) prolonged illness and the plan will end on the last school day of the school year in which the prolonged illness began.

Sick days will be granted in increments of up to twenty-five (25) days. Upon completion of the initial twenty-five (25) day period, an additional allotment of no more than twenty-five (25) days may be extended by the Sick Leave Bank Committee in accordance with the provisions of this Article. Upon completion of the second allotment, an additional allotment of no more than twenty-five (25) days may be granted.

(b) In all cases, to be eligible for Sick Leave Bank days, the applicant must have accumulated at the beginning of the prolonged illness, at least thirty percent (30%) of the maximum accumulated sick leave available to the teacher since their employment or at least thirty percent (30%) of the maximum accumulated sick leave available to the teacher since their last prolonged illness.

3. A doctor's certificate relative to the employee's inability to work due to illness or disability, including the probable continued duration of the absence, along with a completed sick leave bank form shall be required as consideration for benefits under the Sick Leave Bank Plan.
4. The Sick Leave Bank plan will cover prolonged illness, but only after the applicant's accumulated sick days and personal days are exhausted. Example: A teacher who is absent thirty (30) consecutive days because of illness and has twelve (12) sick days at the beginning of the prolonged illness will be paid using Sick Bank days from the thirteenth (13) to the thirtieth (30) sick day.
5. Teachers using the benefits of the Sick Leave Bank must sign a Sick Leave Bank Agreement in which they state their intent to return to service immediately after\* the prolonged illness for a minimum of at least the length of the leave\*\* and to meet all terms of the regulations. Default of this signed agreement would result in refunding to the Town of Franklin the full amount of the salary received while covered by sick leave from the Sick Bank. Any change in the agreement must have prior approval by the Sick Leave Bank Committee.

\*However, if the leave is scheduled to end after the last day of the school year, then the teacher must return the first day of the following school year.

\*\*A teacher returning need only finish the school year to fulfill the requirement.

6. Once an employee accesses the sick bank, a waiting period of at least two full school years must be met before an eligible employee can re-access the sick bank.

### III. Membership

- A. At the time of hire, the employee will be provided with a Sick Bank application form. The employee must elect either or not to join the Bank within thirty (30) calendar days of their date of hire. If the application form is not returned within this time frame the employee will be considered as having declined membership. Membership will become effective as of the date the employee becomes eligible per Section II, above. Once enrolled in the Bank, membership is continuous. Any new member must join by contributing one sick day. No other days will be contributed unless the bank falls below two hundred days and then all members will be assessed one day. All days can be carried over from one contract period to another.
- B. A one -time open enrollment period will be offered to those individuals employed by the District as of the 2018-2019 school year, as follows:
  - i. Eligible employees will be provided with a thirty (30) calendar day window during which they can elect to accept or decline to join the Bank.
  - ii. The Human Resources Department ("HR") will email to these employees and the Association President the Open Enrollment Election form, which the employee must complete and return to HR.
  - iii. Employees choosing to join the Bank during this open enrollment period will be assessed two (2) sick days.
  - iv. The open enrollment period will close by November 1, 2019.

### IV. Administration

The Sick Leave Bank will be jointly administered by a committee of four (4); two (2) members representing the Association and two (2) members representing the School Committee. The Superintendent will be the non-voting secretary. All requests for the use of days shall be directed to this

Committee - to be named the Sick Leave Bank Committee. The provisions of the sick bank shall not be grievable or arbitrable. The decisions of the Committee shall be final and not subject to grievance and arbitration procedures. Only those teachers who voluntarily contribute to this Bank shall be eligible for its benefits.

Amendments to these regulations can be made by a mutual agreement, in writing, of the School Committee and the Franklin Education Association Executive Board.

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

### **16.8 Jury Duty Leave**

In the event a teacher is summoned to serve on jury duty during the school year, the teacher shall within five (5) calendar days of receipt of the court summons, so inform their immediate supervisor, the principal of their school and the Superintendent.

Should the courts not excuse the teacher from serving or allow deferral of the jury duty, the Committee agrees to pay a teacher the difference between their daily rate of compensation and the compensation paid the teacher by the Courts, excluding expenses.

The daily rate of compensation for a teacher shall be equal to their annual rate of compensation divided by the number of work days in the work year stipulated in this Agreement.

The Superintendent or their designee shall authorize special leave for those employees attending court as required by a summons as a Good Samaritan Witness (not being party to the action). Other legal matters may be attended to by using a personal day. Payment to the employee will be their regular rate of pay less the amount given the employee in said proceedings.

### **16.9 Days for Religious Observance**

Consistent with prior School Committee practices, teachers shall be excused with pay for up to three (3) days per year in order to comply with the practices of their religious beliefs. In order to be eligible for absence with pay, teachers must request permission for absence two (2) school days prior to the day that they will be absent. Any absence for observances of religious days that have not previously been allowed are to be mutually agreed upon by the School Committee and the Franklin Education Association.

### **16.10 Paid Parental Leave**

An employee may use up to fourteen (14) days of accumulated sick leave, if available, for the purpose of attending to the birth of a child, into their family. The employee must provide at least two (2) weeks written notice of their anticipated date of departure and include an intended date of return to work.

### **16.11 Paid Adoption Leave**

An employee may use up to fourteen (14) days of accumulated sick leave, if available, for the purpose of attending to the adoption of a child into their family

## **ARTICLE XVII Leaves of Absence Without Pay**

### **17.1 Association Service Leave**

The Committee agrees that up to two (2) teachers designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association

(local, state or national) activities. Upon return from such leave, a teacher will be considered as if they were actively employed by the Committee during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent.

### **17.2 Peace Corps Leave**

A leave of absence without pay of up to two (2) years will be granted any teacher who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Upon return from such a leave, a teacher will be considered as if they were actively employed by the Committee during the leave and will be placed on the salary schedule at the level they would have achieved if they had not been absent.

### **17.3 Military Leave**

Any person, either inducted or enlisting in the armed services of the United States, will be deemed to be on leave of absence until one (1) year after the expiration of such service. They shall be entitled to all seniority rights, all salary increments or other benefits as though they were in active service in their position. This leave is without pay.

### **17.4 Personal Sickness/Accident Leave**

Any teacher employed in the Franklin School System may be granted a leave of absence without pay for up to one (1) year for personal sickness or accident. Any teacher who accepts employment on such leave shall be deemed to have resigned unless the teacher has received permission for such employment from the School Committee. Requests for such leaves will be supported by appropriate medical evidence. Employees on leave beyond FMLA may continue group health insurance coverage during said leave at the applicable COBRA rate and subject to the rights and regulations of COBRA.

### **17.5 Adoption Leave**

In order to be eligible for leave time to extend beyond the requirements of FMLA, an employee must have two (2) full school years of seniority. An employee who legally adopts a child shall be entitled to take an unpaid leave of absence for up to one (1) year. In order to minimize disruption a teacher whose one-year Adoption Leave is scheduled to end on a date between the first day of school and the last day of the first semester of the school year, may be required to return on the first day of the school year. If the teacher is required to return on the first day of the next school year thereby reducing the length of the Adoption Leave of Absence, that teacher shall be granted a request for an unpaid Adoption Leave of Absence for the school year in which they would have been required to return on the first day of the school year.

A teacher whose Adoption Leave of Absence is scheduled to end on a date after the last day of the first semester of the school year, may be granted, with the agreement of the Superintendent and of the teacher, an Adoption Leave of Absence for the remainder of the school year in which the initial year's Adoption Leave of Absence expires.

### **17.6 Career Exploration Leave**

A leave of absence without pay for up to two (2) years will be granted to any teacher with Professional Teacher Status for career exploration. Career Exploration Leave shall be granted only for full school years. The Superintendent may deny Career Exploration Leave, which is requested in order that the employee may take another full time teaching position in Grades K - 12.

A teacher who desires a Career Exploration Leave shall apply in writing to the Superintendent no later than January 31 of the school year preceding the school year in which the teacher desires to take the Career Exploration Leave of Absence.

No later than March 1 of the school year in which the Career Exploration Leave of Absence expires, the teacher on said leave must notify the Superintendent, in writing by certified mail, return receipt, of their intention to return to work in the Franklin Public Schools. Delivery to Superintendent's office represents

receipt. Any employee on a Career Exploration Leave of Absence who fails to notify the Superintendent, in writing, by March 1 of the school year preceding the expected date of return shall be deemed to have resigned.

No more than five (5) percent but not less than ten (10) people (whichever is greater) of the bargaining unit may be on a Career Exploration Leave of Absence during any one school year.

In the event the number of applicants in any category exceeds the above limits, the Superintendent shall select from among said applicants on the basis of the date of earliest application.

The Superintendent may grant Career Exploration Leave to applicants in excess of the limits described under this section if it is deemed to be in the best interests of the school system.

Once a Career Exploration Leave has been granted (one or two years), a teacher cannot apply again for at least seven (7) years after returning to active teaching in Franklin Public Schools.

### **17.7 Restoration of Benefits**

All benefits to which a professional status teacher was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, will be restored to them upon their return, and they will be assigned to the same position which they had at the time said leave commenced, if available, or if not, to a substantially equivalent position.

## **ARTICLE XVIII Sabbatical Leaves**

The Superintendent may grant sabbatical leaves for full time study for credit for a recognized degree beyond the Bachelor's degree to a member of the teaching staff subject to the following conditions:

1. No more than two (2) members of the teaching staff will be absent on sabbatical leave during the school year;
2. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than February 1 (except for good cause), and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested, or, if the teacher has already been granted a sabbatical leave, until the completion of another period of seven (7) consecutive full years of service in the Franklin School System;
3. The teacher has completed at least seven (7) consecutive full school years of service in the Franklin School System;
4. Teachers on sabbatical leave for one year will receive fifty percent (50%) and for one semester will receive up to one hundred percent (100%) of their regular salary at the time their leave commences for the period authorized by the Superintendent, provided that such pay, when added to any program grant or other financial assistance will not exceed the teacher's regular salary rate;
5. Prior to the granting of a sabbatical leave, a teacher shall enter into a written agreement with the Superintendent that upon termination of such authorized leave, they will return to service in the Franklin School System for a period of two (2) years, in addition to a written contract with the Superintendent on the terms by which the teacher will go on sabbatical leave, and that, in default of completing said minimum service, or failing to live up to all aspects of the written contract,

they shall refund to the Town of Franklin, an amount of money equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed, bears to the whole amount of service agreed to be rendered;

6. Upon their return from sabbatical leave, a teacher's salary shall be the same as they would have received had the period of their leave been spent in the Franklin School System, and they shall be returned to the same position which they held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

## **ARTICLE XIX**

### **Family and Medical Leave**

#### **19.1 FMLA Leave**

All eligible members of the bargaining unit shall be eligible for unpaid leaves of absence in accordance with the Family and Medical Leave Act of 1993 ("FMLA"). FMLA currently includes leaves of up to 12 weeks per year for:

- The birth of a child and in order to care for the newborn;
- The adoption or placement of a child for foster care with the employee;
- To care for a child, spouse, or parent with a serious health condition;
- Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of their position.

All full time bargaining unit members shall presumptively be considered to have met the 1250 hour eligibility threshold on an annual basis. In the case of a part-time employee, the district shall bear the burden to establish the employee did not meet the 1250 hour eligibility threshold.

For leave related to the birth or placement of a child, the employee must provide at least two weeks' written notice before their anticipated date of departure and include an intended date of return.

FMLA leave will be processed in accordance with the District's FMLA policy attached at Appendix D.

#### **19.2 Use of Paid Sick Time**

The illness, or disability, resulting from pregnancy will be handled as it pertains to sick pay in the same manner as any other illness or disability, that is,

1. An employee who has been certified as disabled by their health care provider may utilize paid sick time for the period of disability.
2. In order to be eligible for leave time to extend beyond the requirements of FMLA (12 weeks), an employee must have two full school years of seniority. Such extended leave shall hereinafter be referred to as Child Rearing Leave.
3. The teacher must be in a paid teaching status at the time of her illness or disability in order to qualify for sick pay. See clarification in Article XIX, Section 19.3
4. The length of time that teacher can collect sick pay is restricted to their accumulated sick days plus sick bank days per Article 16.7.
5. Sick pay shall be allowed only for days teachers would normally be teaching during the regular school year.

6. As in all long term illnesses, the teacher must present a medical certificate from a regularly licensed and practicing physician to the Superintendent indicating the specific diagnosis of the medical condition which prevents the teacher from continuing her duties and that this certificate indicates the date on which this illness or disability began or will begin.
7. As in all cases of absences because of illness, the Superintendent may require the teacher to produce a medical certificate of disability from a regularly licensed and practicing physician when circumstances warrant suspected abuse.
8. A teacher who becomes pregnant shall notify the principal as soon as practicable in order that appropriate replacement arrangements may be made. In order to be eligible for an unpaid Child Rearing Leave of Absence, beyond the 12 week FMLA period, the teacher shall indicate in writing at least eight weeks prior to her expected date of delivery, whether or not they are requesting Child Rearing Leave of Absence in addition to the FMLA leave. The teacher must also indicate in writing at the same time the duration of the Child Rearing Leave of Absence that they are requesting.
9. Teachers desirous of returning after the conclusion of their FMLA leave shall give written notice to the Superintendent before leaving and shall indicate before leaving the anticipated time of return. If a teacher returns within the same school year, or the beginning of the next school year, they shall be assigned to the same position at the beginning of the next school year they had at the time said leave commenced, provided the position has not been eliminated, or if so, a substantially equivalent position, if available.  

Appropriate medical evidence shall be required prior to return from FMLA leave. In order to minimize disruption, a teacher whose one year Child Rearing Leave is scheduled to end on a date between the first day of school and the last day of the first semester of the school year may be required to return on the first day of the school year. If the teacher is required to return on the first day of the next school year thereby reducing the length of the Child Rearing Leave of Absence, that teacher shall be granted a request for an unpaid Maternity Leave of Absence for the school year in which she would have been required to return on the first day of the school year.

A teacher whose Child Rearing leave is scheduled to end on a date after the last day of the first semester of the school year may be granted, with the agreement of the teacher, and the approval of the Superintendent, a Child Rearing Leave of Absence for the remainder of the school year in which the initial year's Child Rearing Leave of Absence expires.
10. If said teacher returns within one (1) year, they shall be placed on the same step of the salary schedule they were on when they left, except, if they left after one-hundred and six (106) elapsed school days in that year, they shall be placed on the next step of the salary schedule. All accrued benefits at the time the teacher commenced their leave, including unused, accumulated sick leave, shall be returned to them.
11. A teacher who wishes to resign from the Franklin Public Schools will do so in accordance with Article XIV herein.

### **19.3 Clarification**

As a matter of clarification, if a teacher begins a leave without pay prior to the date of the teacher's illness or disability, then the teacher would not be entitled to use sick pay when they do, in fact, become ill or disabled during this leave without pay; except that, a teacher would be entitled to use their accumulated sick leave if they become temporarily disabled, as certified by their health care provider, while on an unpaid Leave of Absence by reason of the same pregnancy for which they had been granted the leave in the first instance. However, a teacher on an unpaid Leave of Absence would not be eligible for sick leave for either a subsequent or a non-pregnancy related illness occurring while they are on leave. Also, leave without pay because of illness or accident, maternity or otherwise, will commence no later than the first day the teacher is unable to teach and thus begins receiving sick pay. Employees on leave beyond the

requirements of FMLA may continue group health coverage during said leave at the applicable COBRA rate and subject to the rights and regulations of COBRA.

## **ARTICLE XX**

### **Salaries**

#### **20.1 Salary Schedule**

The annual salary schedules set forth in Appendix A Part I hereof apply to every teacher covered by this Agreement and specify the basic salary level for their work year.

#### **20.2 Placement on Salary Schedule**

The Superintendent is responsible for determining the starting salary for all new staff at the time they begin their service in the Franklin Public Schools. The Superintendent will place the staff member at the salary level commensurate with their degree status reserving consideration for degree credits in a field other than education. However, the Superintendent will not be required to grant credit for graduate credits in a field determined not to be aligned to the subject(s) or grades being taught.

Effective on September 1, 2002, and thereafter, the Superintendent shall not be subject to any limit as to initial step placement which may not be less than that which is due the employee. Likewise, it will be the Superintendent's responsibility to place an individual at the appropriate salary level. Consideration may be given to relevant work experiences outside the field of education. The Superintendent shall credit past teaching experience(s) and consider continued training and recent work in the field of education. Otherwise, the Superintendent will utilize their judgment as to whether additional credit will or won't be given.

#### **20.3 Advancement on Salary Schedule**

1. In order to be eligible to advance on the salary schedule, a teacher must have worked and/or been paid for at least 106 days in the previous school year.
2. Advancement on the salary schedule shall be automatic for any teacher receiving an overall rating of exemplary or proficient on the most recent Formative or Summative evaluation. Any teacher receiving an overall rating of Needs Improvement or Unsatisfactory on the most recent Formative or Summative evaluation shall be retained at the same step and column placement on the salary schedule for the school year following the overall rating of Needs Improvement or Unsatisfactory on the most recent Formative or Summative evaluation. For purposes of this article, the "school year following the overall rating of Needs Improvement or Unsatisfactory on the most recent Formative or Summative evaluation" is defined as the first year following the such evaluation that the teacher is in a paid full time status in the Franklin School Department.

After a teacher has received an overall rating of Needs Improvement or Unsatisfactory on the most recent Formative or Summative evaluation and has been retained at the same salary level for the following year, that teacher may petition the Superintendent of to be placed at the salary level that said teacher would have achieved if they had not received an overall rating of Needs Improvement or Unsatisfactory on the most recent Formative or Summative evaluation. The Superintendent shall at their sole discretion determine whether or not that teacher has sufficiently corrected the deficiencies which led to the overall rating of Needs Improvement or Unsatisfactory on the most recent Formative or Summative evaluation and may decide to restore or not to restore the teacher to the level they would have achieved had the overall rating of Needs Improvement or Unsatisfactory on the most recent Formative or Summative evaluation not occurred.

The minimum penalty for a teacher receiving an overall rating of Needs Improvement or Unsatisfactory on the most recent Formative or Summative evaluation is retention at the same

salary level as the year in which they received the such evaluation for the first year following the such evaluation (as defined in preceding paragraph). The discretion of the Superintendent in this matter shall not be subject to the grievance and arbitration procedure contained in this Agreement.

3. Performance evaluations shall be conducted pursuant to the Educator Evaluation System set forth at Appendix E of this Agreement. If the Superintendent arrives at a recommendation which is inconsistent with the recommendation of the Evaluator, the Superintendent shall then document said recommendations.
4. Teachers not recommended for advancement on the salary schedule shall have the right to appeal, in writing to the Superintendent and afforded the opportunity for a hearing before the Superintendent, at which time the teacher may be represented by a member of the Association. The Superintendent may request the presence of additional relevant parties.

#### **20.4 Method of Payment**

Annual salaries shall be paid in one of the following ways:

1. Twenty - six (26) pay cycle = Twenty-one (21) equal installments with the last remaining five (5) installments to be paid in a single lump sum on or before June 30 of each year, said request to be made in writing by June 1.
2. Twenty - two (22) pay cycle = Twenty-two (22) equal installments with the last payment to be paid on or before June 30th of each year.
3. All staff will be subject to enrolling the town's Payroll Direct Deposit Program.

A paperless payroll system (also referred to at times as an online payroll system) may be utilized at the option of the School Committee.

#### **20.5 Extra-Curricular Salaries**

Salaries for extra-curricular activities shall be paid in accordance with the provisions of Appendix A Part III - The Extra-Curricular Activity Salary Schedule. Extra-curricular activities are voluntary, and, if no teacher is available and qualified, then the Superintendent is free to hire persons from any source.

#### **20.6 Miscellaneous Salary Benefit Provisions**

Miscellaneous salary benefits such as longevity adjustments to the salary schedule of payment for work in excess of the number of days stipulated in the agreement shall be made for individual teachers in accordance with the provisions of Appendix A Part II - Miscellaneous Salary Benefits.

## **ARTICLE XXI Miscellaneous Benefits**

#### **21.1 Salary Deductions**

1. The Committee agrees to comply fully with the provisions of G.L. Chapter 71, Section 37B, concerning annuity plans. A teacher may enroll in an annuity plan at any time up to December 1, of the given school year. The anniversary date for all plans shall be December 1 of the given school year.
2. Deductions for Savings Bonds will be made at the request of a teacher, provided such request is made timely, as required under the law, with the approval of the Town Treasurer.
3. Deductions for the Franklin Credit Union and the Century Bank - Teachers Division will be made at the request of a teacher.

Teachers who are having or interested in having monies withheld on payroll deductions from Franklin Credit Union or the Century Bank - Teachers Division shall direct all inquiries about the

policies, practices and purposes of said credit unions to those credit unions and not to Town Officials.

4. The School Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Franklin all payroll deductions for the payment of dues to the Association duly authorized by the employee in writing that they are covered by this Agreement.

### **21.2 Professional Improvement**

The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request, and with the advance approval, of their principal and the Superintendent. Attendance at any of the above will not be considered teacher absences. A brief summary of said workshop, seminar, etc., may be required.

### **21.3 Course Reimbursements**

Teachers will be reimbursed for qualified graduate level courses if the course falls within Appendix C as determined by the Superintendent and provided the teacher receives a grade of "B" or higher. This benefit will be limited One-Thousand Dollars (\$1000.00 per teacher). There is a yearly cap on the total amount available for course reimbursement of \$120,000.00. It is expressly understood that such reimbursement is subject to verification by the university from which the course is taken and that the course actually meets for the required number of contact hours. Verification of grade must be presented within 90 calendar days of the last day of the course in order to receive reimbursement. Teachers will be eligible for reimbursement for:

- A) Graduate Courses, (as outlined in Appendix C)
- B) Undergraduate Courses when the course is content specific and necessary in order to take graduate courses in same content area. (The same grade requirements as outlined in Appendix C pertain to this item.)

Teachers may use up to Three Hundred Dollars (\$300.00) of the aforementioned \$1000.00 yearly reimbursement for qualified workshops, non-credit courses, and/or undergraduate courses, which are taken during non-school hours, including school vacation and summer periods. Such coursework must be pre-approved by the Superintendent or their designee and offered through a provider listed on the DESE approved PD Provider Registry, unless an exception has been granted by the Superintendent or their designee. Proof of attendance and completion of the coursework will be required for reimbursement to be made.

Reimbursement up to One Hundred Twenty Five Dollars (\$125.00) will also be given for workshops if those workshops relate to changes in curricula. An advisory committee consisting of the Superintendent (or designee), two principals, a teacher and a specialist designated by the President of the Franklin Education Association will be established to determine if the workshops are applicable.

Prior approval of course and/or workshops will be required. The denial of a course because it does not fit the parameters of Appendix C or is determined to be non-applicable by the Committee will not be grievable.

In special circumstances, an additional course or workshop may be approved by the Superintendent for reimbursement.

#### **21.4 CEUs**

Nurses, Speech and Language Therapists, Occupational Therapists, Physical Therapists, Social Workers, Adjustment Counselors and School Psychologists who must maintain a professional licensure for their primary area of DESE licensure may apply for reimbursement for Professional Development activities that offer CEU's. Prior approval of activities will be required as in section 21.3 of this contract. This benefit will be limited to One-Thousand Dollars (\$1,000.00) per member including any courses approved for under section 21.3. Those members attending such activities must present a copy of their CEU certificate within thirty (30) calendar days of the last day of the activity in order to receive reimbursement.

## **ARTICLE XXII Grievance and Arbitration**

#### **22.1 Definition**

A grievance is defined as a complaint or dispute between the parties involving the meaning, interpretation or application of this Agreement.

#### **22.2 Purpose**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association collectively believe matters that are subject to dispute are best addressed at the lowest level possible and as informally as possible. As such, affected teachers agree to meet with the building principal or other appropriate member of the administration and discuss specific issues with the intention of resolving such matters in an informal manner. Affected teachers may, if they desire, be accompanied by a union representative at such informal meeting. If such attempts are unsuccessful, the parties may resort to the formal grievance procedure.

#### **22.3 Grievance Procedure**

An employee may present the grievance to the Committee and have such grievance heard without intervention by the Association provided the Association is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of an agreement then in effect between the Committee and the Association.

**Level One** – The employee with a grievance will first discuss it with their principal or immediate supervisor with the object of resolving the matter informally. A representative of the Association may be present. The grievance must be submitted within thirty (30) school days from the date of occurrence of the grievance or the date of first knowledge of the grievance by any party affected by it. A meeting will be held with the immediate supervisor and the employee and his/her Association representative within five (5) school days of the filing of the Grievance.

**Level Two** – If, at the end of five (5) school days next following the Level One meeting, the grievance is not disposed of to the employee's and/or Association's satisfaction, the employee and/or the Association may submit the matter, in writing, to the Superintendent within five (5) school days. The Superintendent, within eight (8) school days of receipt of the written grievance, shall meet with the aggrieved employee and/or the Association in an effort to resolve the matter. The Superintendent will respond, in writing, to the aggrieved employee and/or Association within five (5) school days following the meeting.

**Level Three** – If the grievance is still unresolved, the employee and/or Association shall present the grievance, in writing, to the School Committee within five (5) school days following the written response of the Superintendent.

The School Committee, at the next regular School Committee meeting, after receipt at a regular meeting of the written grievance, shall meet with the aggrieved employee and representatives of the Association in an effort to resolve the matter.

**Level Four**—If the Association is not satisfied with the disposition of the grievance at Level Three, the Association may, by giving written notice to the Committee within ten (10) school days following the receipt of the School Committee disposition, submit the grievance to the American Arbitration Association for disposition in accordance with the applicable Rules of the American Arbitration Association, provided, however, no grievance shall be submitted to arbitration that:

1. involves a matter which is outside the scope of the terms of this Agreement;
2. involves a matter which could not as a matter of law be effectuated by the School Committee;
3. involves a matter which was a proposal in negotiations but not included in the express terms of the Agreement;
4. involves a matter which has not been presented in a timely fashion in accordance with the time limitations set forth herein.

#### **22.4 Common Grievance**

The time lines set forth at 22.3 will apply to Common Grievances, except as modified below:

##### **Level One:**

- (a) A grievance common to a group of two or more teachers in the same building shall be initiated at Level One with the principal of that building.
- (b) A grievance common to a group of two or more teachers in more than one building, but which is not a system-wide grievance, shall be initiated at Level One with a committee composed of the principals of the buildings involved.
- (c) A grievance involving teachers throughout the system shall be initiated at level One with a committee to be appointed for that purpose by the Superintendent.

For common grievances in more than one building under section b above or that are system wide under section c above, the Step One grievance will be filed with the Superintendent who will facilitate the formation of the required committee. The Level One meeting with the appropriate committee will be held within ten (10) school days of the filing of the Level One grievance.

Common grievances shall follow the same process for Level Two, Level Three and Level 4 as is set forth at Section 22.3.

#### **22.5 Arbitrator's Decision**

The decision of the arbitrator shall be final and binding upon the parties. The cost of the arbitrator shall be borne equally by the parties. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department of Franklin for any employee involved in presenting such grievance.

### **22.6 Summer Vacation Period**

If a grievance being processed under this Article should commence during or extend into the summer vacation period, the parties agree to meet at mutually agreeable times in order to expedite the resolution of the issue.

## **ARTICLE XXIII Miscellaneous Provisions**

### **23.1 Professional Conditions Meeting**

Upon written request of the Association, a meeting with the School Committee to discuss matters of the best interest of the Franklin School Department will take place at a mutually convenient time within fifteen (15) school days of receipt by the School Committee of the written request at a formal School Committee meeting. Said request shall be in writing setting forth the matters to be discussed. These meetings shall be informal and shall be arranged by the Superintendent at the mutual convenience of both parties.

### **23.2 Availability of School Committee Rules, Regulations and Minutes**

The Association President, upon request, shall have a copy of the Rules and Regulations pursuant to Chapter 71, Section 37H, and also copies of approved School Committee minutes which are made public.

### **23.3 Distribution of Sick Leave Information**

Information on accumulated sick leave shall be given on or before October first of each year.

### **23.4 Distribution of Teachers' List**

A list of teachers' names and addresses, by building, where authorized, shall be given the Association President as soon as available.

### **23.5 Summer School Employment Opportunities**

The Superintendent will advise the Association and post in the District's electronic intranet, as soon as practicable, opportunities for employment in the summer school. The selection of teachers for summer school assignments shall be solely the prerogative of the Superintendent.

## **ARTICLE XXIV Textbooks**

The Committee will order sufficient textbooks and/or electronic licenses for digital textbooks to insure that each pupil has textbooks for their own use while in a classroom.

## **ARTICLE XXV Labor-Management Relations**

The Association leadership and representatives from the Office of the Superintendent will meet twice a month at a mutually agreed upon time to discuss and collaborate on initiatives and issues of interest to both Parties.

**ARTICLE XXVI**  
**Extended Day Program**

Staff with children enrolled in the Franklin Public Schools will have first priority for any openings in the Solutions Extended Day Program. Employees are required to follow all applicable registration procedures.

**ARTICLE XXVII**  
**Agency Service Fee**

In the event that a mandatory agency fee is reinstated either through a binding appellate court decision or through legislation, the Parties agree that the agency fee language in effect during the 2016-2019 contract will be reinstated without the need to negotiate the language, provided that the 2016-2019 agency fee language is consistent with any binding appellate court decision or legislation. The parties will negotiate only inconsistent language with any binding appellate court decision or legislation.

**ARTICLE XXVIII**  
**Health & Safety Committee**

**28.1 Committee**

A Health and Safety Committee (HSC) will be established consisting of two representatives appointed by the School Committee and two appointed by the Association. The HSC will be responsible for assisting the School Committee in establishing and maintaining a healthy and safe environment.

**28.2 Reports to Principal**

If a teacher has a concern that a situation exists which is a potential health or safety hazard, they shall bring it to the immediate attention to the building principal.

**28.3 Reports to Health and Safety Committee**

In the event that the principal fails to respond within forty-eight (48) hours of being notified of the existence of a potential hazard, the teacher may, either alone or through the Association, refer the matter to the HSC, which shall investigate the claim. A recommendation to remedy the situation will be made to the Superintendent by the HSC.

## SECTION I

**FY2019-20 effective September 1, 2019  
(1.0% increase)**

<b>STEP</b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>D/M+60</b>
1	45,644	47,434	50,145	52,406	54,656	55,453	56,924
2	47,955	50,210	52,922	55,181	57,492	58,330	59,705
3	51,262	52,991	55,703	57,966	60,217	61,096	62,481
4	54,016	56,286	59,024	61,306	63,587	64,514	65,863
5	56,821	59,101	61,836	64,107	66,295	67,263	68,675
6	59,625	61,900	64,636	66,919	69,201	70,211	71,483
7	63,011	65,310	68,074	70,363	72,665	73,726	74,974
8	65,848	68,144	70,901	73,206	75,512	76,613	77,813
9	68,675	70,979	73,739	76,042	78,338	79,480	80,642
10	71,244	73,546	76,587	78,887	81,190	82,376	83,490
11	73,813	76,116	79,156	81,454	83,490	84,709	85,795
12	76,230	78,684	81,723	84,022	86,058	87,276	89,272
13	-	-	84,070	86,527	88,626	89,845	91,630
14	-	-	-	-	91,433	92,769	93,990
15	-	-	-	-	-	-	96,350

## SECTION II Miscellaneous Salary Benefits

### 1. Advanced Degrees for Elementary Teachers

For elementary teachers hired prior to August 31, 1995 and with a Master of Education Degree or Doctor of Education Degree will be considered Master of Education or Doctor of Education degrees in the field.

### 2. Longevity Pay

Effective September 1, 2013 this benefit is eliminated. However, those members with ten (10) or more years of service as of July 1, 2012 will be grandfathered under this section and will continue to be eligible for the longevity benefits set forth below.

Longevity will be available only to those teachers who have served for at least twenty (20) years in the Franklin School District. Any such teacher shall be eligible to receive a longevity benefit in the amount of Four Thousand Dollars (\$4000) per year for any single period of three consecutive years subject to the following conditions:

- a. The teacher must give written notice of their intent to access this longevity benefit to the Superintendent on or before November 1 of the school year preceding the year in which the teacher desires to begin receiving this benefit.
- b. Once given, the written notice will be irrevocable.
- c. Once the three (3) year period for this longevity benefit has been completed, the longevity benefits will terminate and the teacher will revert to the salary level that they would otherwise be at under the terms of the then effective Collective Bargaining Agreement.
- d. There shall be no limit to the number of teachers eligible to participate in the plan, so long as they meet the eligibility requirements established herein.

Longevity monies paid out are no longer pensionable under MTRS after July 1, 2007.

### 3. Payment for Work in Excess of Contracted Days

If a teacher is required to teach in excess of one hundred eighty-three (183) days, the teacher will be paid at the rate of one one-hundred eighty-three (1/183) of the current salary for each day worked. This formula does not apply to Chapter 1 teachers, summer school teachers, evening education teachers or other similarly employed staff.

### 4. Director/Department Heads

Each year a Director/Department Head will receive sixty-eight dollars and thirty-one cents (\$68.31) per teacher under their direct supervision.

### 5. Directors' Teaching Load

Directors shall not be required to teach more than three (3) periods and Department Heads shall not be required to teach more than four (4) periods per day.

### 6. Lane Change Notification Deadline

Any staff member requesting a change in lane status must notify the Superintendent by January 31 preceding the first day of school of the year in which the teacher will qualify for movement into a higher lane. Teachers must indicate the lane into which they plan to move. They also must submit evidence of

the lane change no later than November 30th of the following school year to be eligible for movement that year. Staff may only submit one change request for one lane only per year.

**7. National Board Certification**

Teachers shall be paid the annual amount of two thousand dollars (\$2,000.00) for possessing and maintaining National Board Certification. Payment is to be made in the last paycheck of the school year.

**8. Mentors**

Mentors shall be selected by the administration and shall be compensated as follows:

- Step 1                 \$300 plus 3 In-service credits for use in movement across the salary schedule
- Step 2                 \$300 plus 3 In-service credits for use in movement across the salary schedule
- Step 3                 \$850
- Step 4                 \$850 plus percentage increase in stipend contract

**9. Curriculum Committees and Curriculum Enhancement Teachers**

It shall be in the sole discretion of the Superintendent as to whether to convene a curriculum committee in a particular subject/level. Curriculum Committee members will be paid their per diem rate for work performed during the summer weeks, which time shall be scheduled by mutual agreement between the members and the Administration.

At the middle school level, curriculum enhancement teachers will be assigned not more than three teaching periods per day.

**10. Extracurricular Salaries**

The salary scale for extracurricular and coaching salaries is based upon a mutually agreed upon formula. It is agreed, future new positions require the review and recommendation of a joint committee comprised of three representatives each from the School Committee and the Association.

**11. Additional Contracted Work**

Teachers contracted for additional work by the Town of Franklin or the Franklin Public Schools will be paid an hourly wage of \$39.00.

**SECTION II**  
**Instructional Stipends**

<b>Position</b>	
Director/Department Head	\$4,315.92
Coordinator	\$1,267.08
Building Technology Coordinator/ Content Area Coordinators	\$1,590.16
Curriculum Committee Chair	\$2,560.62
Curriculum Committee Member	\$1,920.45

Team Chairs will receive a stipend of \$1,000.00 per year for the additional duties and responsibilities of the position.

**SECTION III**  
**Non-Instructional Stipends**

<b>High School Level</b>	<b>Factor</b>	<b>Base</b>	
Academic Decathlon	21.6	396	\$8,554
Asst. Band Director	5.5	396	\$2,178
Chorus Director	3.8	396	\$1,505
Chorus Director - Select	4.5	396	\$1,782
Class Advisors 9, 10, 11	5.1	396	\$2,020
Class Advisor, 12	8.1	396	\$3,208
Classics Club Advisor	4.2	396	\$1,663
Color Guard Instructor	5.5	396	\$2,178
Concert Band Director	4.5	396	\$1,782
Drama Coach	8.1	396	\$3,208
Gay/Straight Alliance	2.2	396	\$871
Jazz Band Director	8	396	\$3,168
Marching Band Director	11.3	396	\$4,475
Marching Instructor	5.5	396	\$2,178
Math Club Advisor	6.7	396	\$2,653
Mock Trial Advisor - High School	4.2	396	\$1,663
National Honor Society	3.6	396	\$1,426
Orchestra Director	4.5	396	\$1,782
OSKEY	6.7	396	\$2,653
Panther Pause	9.9	396	\$3,920
Peer Leadership Advisor (2 @ HS)	5.1	396	\$2,020
Percussion Instructor	5.5	396	\$2,178
SADD Advisor (1 @ HS)	3.9	396	\$1,544
School Newspaper Advisor	6.2	396	\$2,455
Ski Club Advisor	3.9	396	\$1,544
String Ensemble Director	4.5	396	\$1,782
Student Council Advisor	6.7	396	\$2,653
Yearbook Advisor	11.2	396	\$4,435
Green Team	4.2	396	\$1,663
Mirage	5.2	396	\$2,059
Young Democrats	2.9	396	\$1,148
Empty Bowls	6.7	396	\$2,653
Best Buddies			\$1,000

<b>Middle School Level</b>	<b>Factor</b>	<b>Base</b>	
Advanced Band Director	3.1	396	\$1,228
Art Club Advisor	4.5	396	\$1,782
Chess Club Advisor	4.2	396	\$1,663
Chorus Director – Grade 6	2.9	396	\$1,148
Chorus Director – Grades 7 & 8	3.1	396	\$1,228
Chorus Director - Select	3.1	396	\$1,228
Computer Club Advisor	4.8	396	\$1,901
Drama Club Coach	5.4	396	\$2,138
Homework Club Advisor	4.8	396	\$1,901
Intermediate Band Director	2.9	396	\$1,148
Intramural Advisor	6.2	396	\$2,455
Jazz Band Director	4.5	396	\$1,782
Musical Production Director, MS	6.6	396	\$2,614
Newspaper Advisor	6.2	396	\$2,455
Proud to be Substance Free (2@ ea MS)	3	396	\$1,188
Science Olympiad	4.2	396	\$1,663
Strings Director	2.9	396	\$1,148
Student Council	6.7	396	\$2,653
Track- Middle School	3.9	396	\$1,544
Best Buddies			\$1,000
Comuniteen	4.2	396	\$1,663
SIMS Club	4.2	396	\$1,663
Fitness	4.2	396	\$1,663
Engineering	4.2	396	\$1,663
Wired Teens	4.2	396	\$1,663
Creative Writing	4.2	396	\$1,663
Latin	4.2	396	\$1,663
Rock Band	4.2	396	\$1,663
Lego/ Games/Chess Club	4.2	396	\$1,663
Adventure	4.2	396	\$1,663
<b>Elementary Level</b>	<b>Factor</b>	<b>Base</b>	
Too Good for Drugs (1 @ each Elem)	2	396	\$792

\* All stipends shall be calculated by multiplying the appropriate factor by the base values identified herein.

**Coaches Stipends**

**Sport**

***Tier 1***

Football Head Coach	\$ 8,732.00
Asst 1: formerly JV	\$ 5,240.00
Asst 2: formerly Freshman Football	\$ 4,366.00
Asst 3: formerly Varsity Assistant	\$ 3,056.00

***Tier 2***

Basketball, Hockey, Wrestling Head Coach	\$ 6,481.00
Asst 1: formerly JV	\$ 3,888.00
Asst 2: formerly Freshman Football	\$ 3,240.00
Asst 3: formerly Varsity Assistant	\$ 2,268.00

***Tier 3***

Baseball, Softball, Soccer, Volleyball, Indoor & Outdoor Track, X Country, Lacrosse, & Field Hockey Head Coach	\$ 5,316.00
Asst 1: formerly JV	\$ 3,190.00
Asst 2: formerly Freshman Football	\$ 2,658.00
Asst 3: formerly Varsity Assistant	\$ 1,860.00

***Tier 4***

Golf, Tennis, & Cheer Head Coach	\$ 3,653.00
Asst 1: formerly JV	\$ 2,213.00
Asst 2: formerly Freshman Football	\$ 1,843.00
Asst 3: formerly Varsity Assistant	\$ 1,290.00

***Tier 5***

Weight Room Supervisor\*

Step 1: subtract 18% of Step 4

Step 2: subtract 12% of Step 4

Step 3: subtract 6% of Step 4

\* All stipends shall be calculated by multiplying the appropriate factor by the base values identified herein.

## Modification of Teachers' Salary Schedule

Column Heading	Requirements
Bachelor's Degree	Bachelor's degree from an accredited college or university
Master's Degree	Teacher awarded a Master's Degree (regardless of the number of credits required, whether it is 30, 45, or 60) at an accredited college or university*
Master's Degree + 30 Credits	Teacher received 30 or more graduate credits at an accredited college or university*
Master's Degree + 45 Credits	Teacher received 45 or more graduate credits at an accredited college or university*
Doctorate or M + 60 Credits	Teacher awarded Doctorate from an accredited college or university or who has received sixty (60) or more graduate credits from an accredited college or university*

1. The Bachelors Column is capped at Step 6. As of September 1, 2013 no member who, as of the 2012-2013 school year, is on Steps 1 - 6 may advance to Step 7 or higher. However, any member who, as of the 2012-2013 school year, is on Step 7 or higher shall be grandfathered and may continue to advance on the steps.
2. The Bachelors + 15 Column is eliminated. As of September 1, 2013, no member may move into this column. However, any member who, as of the 2012-2013 school year, is already placed in the column shall be grandfathered and may continue to advance on the steps.
3. The Masters + 15 Column is eliminated. As of September 1, 2013, no member may move into this column. However, any member who, as of the 2012-2013 school year is already placed in the column shall be grandfathered and may continue to advance on the steps.
4. Two new steps have been added between the top step and the second to top step of the scale for each column, including, the Bachelors, Bachelors+15 and Master's +15 "Grandfathered" Columns referenced above.
5. All individuals in the M + 30 field column at present will be kept in their appropriate column at no loss of benefit. The M + 30 field column will remain as part of the salary schedule until such time that no member of the Association is contained in them. No new members to the M + 30 field column will occur.

\* Approval of credit affects M, M+30, M+45 and M+60 lanes shall be granted as follows:

Upon submission of an official transcript or an official grade report from an accredited college or university indicating the awarding of graduate credits in the area of certification where the teacher is certified and/or is teaching.

Upon submission of an official transcript or an official grade report from an accredited college or university indicating the awarding of graduate credits:

- a. In the area of certification closely related to the teacher's current teaching assignment.

- b. In an academic discipline other than sports or leisure activity directly related to educational programs or services offered within the Franklin School System.

In cases where a teacher intends to take graduate courses at an accredited college or university in areas or situations which are not clearly covered under category a and b as above, that teacher shall be required to obtain written prior approval from the Superintendent in order to receive lane credit(s) for the course(s). Failure to receive written prior approval from the Superintendent for any courses that do not fall under categories a and b, shall result in the teacher not receiving lane credit(s) for the course(s). Once approval has been granted, the teacher shall submit an official transcript from an accredited college or university indicating the awarding of graduate credits.

Upon submission of a proof of completion from a MTA/NEA or NCTA 3-credit graduate-level course, accepted by an accredited college or university. The Superintendent's prior approval will be required.

All provisions of the Franklin Education Association/School Committee Teacher Agreement are applicable to **Chapter 1/Title One** unit with the exception of the following paragraphs:

6.1, 7.1, 8.4, 10.1, 10.2, 10.4, 10.5, 10.7, 10.9, 11, 16.1, 16.2, 16.4, 16.7, 17.6, 17.7, 18, 20, 26, Appendix A: Sections I and II

The following additional provisions are applicable to the Chapter 1/Title One Bargaining Unit employees.

**ARTICLE VI  
Work Year**

**6.1 Length of Work Year**

The number of workdays; the number of hours; and the configuration of the program and assignments are at the annual discretion of the School Committee.

**6.2 Hours**

Chapter 1/Title One employees employed by the District prior to June 30, 2012 will be assigned sufficient number of hours to qualify for Town Health Insurance and other group benefits. Those Chapter 1/Title One employees hired after July 1, 2012 may be assigned such hours as determined by the Superintendent.

**6.3 Holidays**

Chapter 1/Title One employees shall receive a full day's pay for the following holidays during the term of this Agreement:

- |               |              |                        |                |                 |
|---------------|--------------|------------------------|----------------|-----------------|
| Veterans' Day | Thanksgiving | Christmas              | New Year's Day | Memorial Day    |
| Labor Day     | Columbus Day | Martin Luther King Day |                | Presidents' Day |
| Patriots' Day |              |                        |                |                 |

Employees shall be paid for one (1) day per year in order to comply with the practices of their religious beliefs.

**6.4 After Work Day Requirements**

Any work performed by Chapter 1/Title One employees at the request of the respective administrator and in excess of assigned school hours will be paid at their hourly rate.

When meetings are held after their workday, the Chapter I/Title One employees will be assigned and paid for up to two additional hours of work and for the time to attend the meeting.

Chapter 1/Title One employees required to attend after school functions during the school year including meetings, parent workshops, night school, conferences, including Early Release Days or student activities will be paid at their hourly rate.

**6.5 Inclement Weather/Emergencies**

Chapter 1/Title One employees will be paid for one day when school is canceled.

When there is a delayed opening, Chapter 1/Title One employees' schedules will be modified to insure that their hours of employment are equal to their assigned hours for that day which would conclude by 2:40 P.M.

**ARTICLE X  
Hours and Workload**

**10.1 Duty Free Lunch**

The School Committee will provide each Chapter 1/Title One employee with at least a twenty- (20) minute duty free lunch period per day except in cases of emergency. Said twenty (20) minutes shall not include walking students to and from the lunchroom.

**10.2 Preparation Period**

The Committee will provide each Chapter 1/Title One employee at least a thirty- (30) minute preparation period in addition to their duty free lunch period. The preparation period shall not include any supervisory responsibilities.

**ARTICLE XI  
Reduction in Force**

**11.1 Employment**

Chapter 1/Title One employees are hired on a year- to- year basis. The Chapter 1/Title One program and annual appointment thereto, are subject to Federal Funding and the educational objectives of the School Committee.

**11.2 Seniority**

Seniority means an employee's total number of accumulated hours of employment commencing with the first date of employment (not hiring) as a Chapter 1/Title One employee on a paid basis in the Franklin Public Schools and is limited to Chapter 1/Title One service.

An unpaid leave of absence shall be construed to be non- active service and will not be included in determining the total length of service. However, such leaves will not be construed to break active service and seniority will mean the total accumulated hours preceding the unpaid leave, added to the total number of hours after resuming active duty after the leave of absence.

In the event that any employees employed for the 1994-1995 school year tied for seniority, said ties will be broken by lottery within thirty (30) days of the execution of this Agreement.

All future ties will be broken by November 1 of each school year.

**11.3 Reemployment**

Chapter 1/Title One employees will be listed on a Chapter 1/Title One list in the order of their seniority.

Chapter 1/Title One employees will be reemployed in the order of seniority to vacancies which exist with the most seniority being reemployed first provided said employee(s) are certified and qualified. All employees from the previous school year will be notified of their reemployment status within (30) calendar days of the grant approval.

Reemployment rights shall exist for fifteen (15) months from the expiration of the annual contract. However failure to accept an offer of employment for a position equivalent to the position previously held, shall terminate rights for reemployment.

**11.4 Seniority List**

The Administration will prepare annually by November 1 of each school year a seniority list of all Chapter I/Title One employees. Employees will have a right to challenge their placement on the list within thirty (30) calendar days of the publication of the list.

Challenges to the seniority list will be resolved through the Grievance Procedure.

**11.5 Restoration of Benefits**

Employees who are reemployed pursuant to this Article shall be credited with such salary and fringe benefits as they were entitled to at the last date of employment.

**ARTICLE XVI  
Paid Absence and Leave Benefits**

**16.1 Sick Leave**

Chapter I/Title One employees will be entitled to fourteen (14) sick days per year for absence without loss of pay. The maximum accumulation shall be 125 days.

The Superintendent may require an employee to produce a medical certification of disability from a regularly licensed and practicing physician when circumstances warrant suspected abuse.

**16.2 Personal Leave**

Personal leave time totaling two (2) days per calendar year, with pay will be granted to each employee for the purpose of conducting urgent personal business which cannot be handled outside the regular work day. One of the two personal leave days will be approved at the discretion of the Chapter/Title One Director. Personal leave will be approved at the discretion of the Chapter/Title I Director whose discretion shall not be unreasonably exercised. A minimum of twenty-four hours' notice will be given except in cases of emergency.

Personal days shall not be taken for recreational and/or leisure activities, and shall be non-cumulative, and may not be taken the day before or the day after a school vacation or holiday.

**ARTICLE XXVI  
Just Cause**

Although Chapter I/Title One employees' annual contract or employment expires on or about June 30 of each year, certified and qualified employees shall be reappointed in their order of seniority for whatever vacancies may exist in the next school year. Failure to renew for existing vacancies is subject to the grievance and arbitration procedure under the just clause standard for unit employees who have completed 3 or more years.

First year Chapter I/Title One employees serve at the pleasure of the School Committee/designee until the 91st day of service.

All Chapter I/Title One employees who have served more than 90 days shall not be reduced in rank or compensation, suspended or dismissed during that academic year without just cause.

**ARTICLE XXVII**

The Franklin Education Association and the Franklin School Committee agree that during the 2019-2022 contractual agreement the allocation of funds within the Chapter I/Title One grant for salary and compensation benefits to Chapter I/Title One employees will be established in a collaborative manner. There will be an annual review of this program to compensate and adjust for any changes in Chapter I/Title One funding. All decisions will be consistent with State and Federal regulations and guidelines applicable to Chapter (Title) I.

Appendix A Salary Schedule

*Salary Schedule*

Step 1	26.51
Step 2	28.37
Step 3	31.82

**ARTICLE XXVIII  
LONGEVITY**

Longevity pay will be granted to teachers each year as follows:

<u>After completion of Consecutive Years in Franklin</u>	<u>Amount</u>
5 - 10 Years	\$ 500.
11 - 15 Years	\$ 900.
16+ Years	\$ 1,100.

## Family and Medical Leave of Absence

### 1. Purpose and Definition

- a. To outline the conditions under which an employee of the Franklin Public Schools may request time off without pay for medical reasons or to provide family care.
- b. A family and/or medical leave of absence is defined as an approved absence available to eligible employees for up to twelve weeks of unpaid leave in any 12-month calendar period (including Summer months) under certain circumstances that are critical to the employee's health or the health of the employee's family.

A family care leave is a leave for reason of:

- (1) the birth of a child of the employee;
- (2) the placement of a child with an employee in connection with the adoption or (state-approved) foster care of the child by the employee; or
- (3) the serious health condition of a child, parent or spouse.

For purposes of this policy:

- (1) Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years old or a dependent adult.
- (2) Parent means a biological, foster, or adoptive parent, a stepparent, or a legal guardian. Parent does not include a parent-in-law or grandparent.
- (3) Serious health condition means an illness, injury, impairment, or physical or mental condition of a child, parent or spouse which warrants the participation of a family member to provide care during a period of the treatment, or supervision of the child, parent or spouse and also involves either:
  - (a) inpatient facility, or
  - (b) continuing treatment or continuing supervision by a health care provider.
- (4) Medical care leave is a leave taken when the employee is unable to perform the functions of his or her job because of a serious health condition.

### 2. Substitution of Other Paid Leave and Eligibility

- a. An eligible employee granted FMLA for purposes of his or her own serious health condition may utilize accrued sick days under Article 16.1 of the Collective Bargaining Agreement for the period of disability as certified by the employee's health care provider.
- b. The Franklin School Department may require that the employee substitute one of two personal leave days for any part of the 12 weeks of leave to which the employee may be entitled under this policy.
- c. To be eligible for leave, an employee must have been working for the Franklin School System for at least three months on a full time basis prior to the request for leave. For part-time employees to be eligible, said employees must work at least 720 hours in the preceding 12 months.

### 3. Employment Restoration

Any eligible employee who takes a leave for purpose intended by the law will be entitled, upon return from such leave, to be restored to the same position of employment as held when the leave began, or to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

An exception to the employment restoration provisions of this policy will be made if the employee on leave is a salaried employee and is among the highest ten percent of the School Department's employees living within seventy-five miles, and restoring employment of the employee would result in substantial economic injury to the School Department. In this situation, however, the employee will be notified of the School Department's intent to deny restoration and will be given an opportunity to return to work.

A doctor's release may be required if the employee is returning from a medical leave of three or more days.

#### 4. Basic Condition of Leave

- a. The Superintendent will require medical certification from the health care provider to support a request for leave for an employee's own serious health condition, or to care for a seriously ill child, spouse or parent.
  - (1) For the employee's personal medical leave, the certification must state that the employee is unable to perform the functions of his or her position because of a serious health condition.
  - (2) For leave to care for a seriously ill child, spouse, or parent, the certification must state that the employee is needed to provide care.
  - (3) At its discretion, the Superintendent may require a second medical opinion, and periodic recertification at its own expense. If the first and second medical opinions differ, the School Department, at its own expense may require the opinion of a third health care provider, approved by both the School Department and the employee. This third opinion is binding.
- b. If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is required on this basis, however, the Superintendent may require the employee to transfer temporarily to an alternative position that better accommodates recurring periods of absence or a part-time schedule, provided the position has equivalent pay and benefits.
- c. If both spouses are employed by the School Department, they are entitled together to a total of twelve weeks leave (rather than twelve weeks each) for the birth or placement of a child, or to care for a sick parent. Leave for the birth or placement of a child must take place within 12 months after the event. Leave may begin prior to birth or adoption, as circumstances dictate.

#### 5. Notification and Reporting Requirements

When the need for leave can be planned, such as the birth or placement of a child, or scheduled medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule the leave to minimize disruption to the School Department's operations. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

#### 6. Status or Employee Benefits During Leave of Absence

- a. Any employee who is granted an approved leave of absence under this policy may continue his or her group insurance coverage by arranging to pay his or her portion of the premium contributions during the period of unpaid absence. Health coverage continuance beyond 12 weeks will be subject to applicable COBRA rights and regulations (full premium plus administrative fee).
- b. Employees will be required to continue to pay their share of group health benefits during a period of leave under the law. Health coverage continuance beyond 12 weeks will be subject to applicable COBRA rights and regulations (full premium plus administrative fee).
- c. If an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Town may recover from the employee the cost of any premiums paid to maintain the employee's coverage, unless the

failure to return to work was for reasons beyond the employee's control. Benefit entitlement based upon length of service will be calculated as the last paid work- day prior to the start of the unpaid leave of absence.

- d. An employee on leave will not lose any employment benefits accrued prior to the leave, unless a benefit is used by the employee during the leave.
- e. An employee on leave accrues no additional seniority or employment benefits during any period of unpaid leave.

### 7. Procedures

- a. Employees must follow specific procedures to request a family or medical leave. These procedures are as follows:
  - (1) Complete the Request for Family and Medical Leave of Absence Form.
  - (2) The employee must complete this form, sign it, make a copy of it, and return it to the building principal. If possible, the form should be submitted 14 days in advance of the effective date of the leave.
  - (3) A Combined Leave Policy Form is to be completed by an employee who is requesting leave and whose spouse also works for the organization.
  - (4) All employees must complete an insurance Premium Recovery Authorization Form. This form certifies that an employee acknowledges the Town's legal right to recover the cost of any premium paid by the Town to maintain his or her coverage in group health benefits during any period of unpaid leave except under the following conditions:
    - (a) The continuation, recurrent, or onset of a serious health condition that entitles the employee to leave to care for a child, parent, or a spouse with a serious health condition, or if the employee is unable to perform the functions of the position due to his or her own serious health condition; or,
    - (b) Other conditions beyond the employee's control that prevent him or her from returning to work.
  - (5) Employees requesting family and medical leaves of absence due to illness must complete a Leave Certification Requirements Form.
  - (6) The employee must submit a completed Request for Family and Medical Leave of Absence and a Combined Leave Policy Form, if applicable.
  - (7) To request leave for the care of a child, parent or spouse with a serious health condition, the employee must provide certification from the health care provider who is treating the child, parent, or spouse, including the following information:
    - (a) The date on which the condition commenced.
    - (b) The probable duration of the condition.
    - (c) The appropriate medical facts regarding the condition.
    - (d) An estimate of the time needed to care for the individual involved (including any recurring medical treatment).
    - (e) A statement that the condition warrants the health care provider's involvement.
    - (f) To request leave due to an employee's serious health condition, the employee must provide certification from the healthcare provider who is treating his or her own serious health condition, regarding the following information:
      - (g) The date on which the condition commenced.
      - (h) The probable duration of the condition.
      - (i) The appropriate medical facts regarding the condition.
    - (j) A statement that the employee is unable to perform the functions of his or her position due to his or her condition.

- (8) To request intermittent leave or Leave on a reduced leave schedule, the employee must provide the following additional information from the health care provider.
  - (a) For leave for the employee, the employee must provide a statement of medical necessity for his or her intermittent leave or reduced leave schedule, and the expected duration of the schedule, as well as a listing of the dates of his or her planned medical treatment and the duration of the treatment(s).
  - (b) For leave to care for a son, daughter, spouse, or parent, the employee must provide a statement attesting to the necessity of intermittent leave or reduced leave schedule, and the expected duration of the schedule, and an estimate of the expected duration and schedule of his or her intermittent or reduced leave.
  - (c) The provisions of FMLA Section 825.601 relative to intermittent leave shall control.

### **8. Leave Near End of Academic Term for Instructional Employees**

Certain rules allow an employer to impose a longer leave on a teacher, if the original leave is taken near the end of the term.

- a. If an instructional employee begins leave more than five weeks before the end of a term, and if the leave will last at least three weeks and the employee would otherwise return to work during the three weeks before the end of the term, the employer may require the employee to continue taking leave until the end of the term.
- b. If an instructional employee takes leave for a reason other than the employee's serious health care which commences during the five weeks before the end of the term, and if the leave will last more than two weeks and the employee would otherwise return to work during the last two weeks of the term, the employer may require the employee to continue taking leave until the end of the term.
- c. If the employee takes leave for a reason other than the employee's own serious health condition which begins during the last three weeks of the term, and if the leave will last more than five working days, the employer may require the employee to take leave until the end of the term.

The "academic term" is defined as the school semester.

### **9. Employee Recourse and Effect of Labor Agreements**

- a. The FMLA provides additional relief to employees via complaints filed with the Secretary of Labor or a private lawsuit.
- b. The Collective Bargaining Agreement will prevail except in those instances where the FMLA provides greater benefits.

# **Appendix E**

## **FRANKLIN PUBLIC SCHOOLS EDUCATOR EVALUATION SYSTEM**

### **Educator Evaluation Process with Forms, SMART Goals, and Rubrics**

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## Table of Contents

1) Purpose of Educator Evaluation .....	1
2) Definitions (* indicates definition is generally based on 603 CMR 35.02) .....	1
3) Evidence Used In Evaluation .....	5
4) Rubric.....	6
5) Evaluation Cycle: Training .....	6
6) Evaluation Cycle: Annual Orientation .....	7
7) Evaluation Cycle: Self-Assessment .....	7
8) Evaluation Cycle: Goal Setting and Development of the Educator Plan .....	8
9) <a href="#">Non-PTS Educators Evaluation Cycle</a> : Observation of Practice-and Examination of Artifacts .....	8
10) <a href="#">PTS Educators Evaluation Cycle</a> : Observation of Practice and Examination of Artifacts .....	9
11) <a href="#">Observations</a> .....	9
12) Evaluation Cycle: Formative Assessment .....	11
13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only .....	12
14) Evaluation Cycle: Summative Evaluation .....	13
15) <a href="#">Educator Plans – General</a> .....	14
16) Educator Plans: Developing Educator Plan.....	15
17) Educator Plans: Self-Directed Growth Plan.....	15
18) Educator Plans: Directed Growth Plan .....	15
19) Educator Plans: Improvement Plan .....	15
20) Timelines.....	17
21) Career Advancement.....	19
22) Rating Impact on Student Learning Growth .....	19
23) Using Student Feedback in Educator Evaluation .....	20
24) Using Staff Feedback in Administrator Evaluation .....	20
25) Transition from Existing Evaluation System .....	20

26) General Provisions.....	20
Forms Overview .....	22
<a href="#">Evaluation Tracking Sheet</a> .....	24
<a href="#">Self-Assessment Form</a> .....	25
<a href="#">Goal Setting Form</a> .....	27
<a href="#">Educator Plan Form</a> .....	28
<a href="#">Evaluator Record of Evidence Form</a> .....	30
<a href="#">Educator Collection of Evidence Form</a> .....	32
<a href="#">Formative Assessment Report Form</a> .....	33
<a href="#">Formative Evaluation Report Form</a> .....	35
<a href="#">Summative Evaluation Report Form</a> .....	38
<a href="#">Educator Response Form</a> .....	41
<a href="#">Observation Feedback Form</a> .....	42
<a href="#">Setting SMART Goals</a> .....	43
<a href="#">Teacher Rubric</a> .....	45
<a href="#">Specialized Instructional Support Personnel Rubric</a> .....	59
<a href="#">School Nurses Rubric</a> .....	75

# Educator Evaluation Process

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## 1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and 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 educators 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) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- F) **\*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

## Educator Evaluation Process

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- 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 with the input of the Educator and his/her Association representative, if desired, of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year, with the agreement of the Educator.
- G) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education
- H) **\*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").
- I) **\*Evaluator:** Any person designated by the superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators are licensed and 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. Each educator will have one evaluator responsible for approving educator plans and determining performance ratings. Other trained evaluators may observe and give evidence as appropriate.
- i) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate licensed administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves may review and sign the evaluation, and may add written comments.
  - ii) **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

# Educator Evaluation Process

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cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

- J) **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.
- K) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- L) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- M) **\*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.
- N) **\*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 and performance on Standards and Indicators of Effective Teaching Practice.
- O) **\*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 a team of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.
- P) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **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 ACCESS gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.
- R) **New Assignment:** A new assignment shall be defined as the first year working under a different educator's license or in a new building or grade level.
- S) **\*Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly. The Parties may mutually agree to adopt protocols for video observation. 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.

# Educator Evaluation Process

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- T) **Parties:** The Franklin Education Association and the Franklin School Committee are the parties to this Agreement.
- 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 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)

# Educator Evaluation Process

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- AA) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
  - i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **\*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.
- CC) **\*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.
- DD) **\*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.

### 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) 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.
  - iii) 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.
  - ii) Announced observation(s).
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.

# Educator Evaluation Process

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- C) Other Evidence relevant to one or more Performance Standards, including but not limited to:
  - i) Evidence compiled and presented by the Educator, including:
    - (1st) 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;
    - (2nd) 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); and
  - iv) 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 agreed upon Rubrics are attached to this Agreement at Appendix A.

## 5) Evaluation Cycle: Annual Orientation

- A) Annually, the Superintendent, and the Association President, along with their respective designees, shall mutually develop and prepare a joint video presentation for Educators and Evaluators focused substantially on educator evaluation. The presentation shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide, to the extent the information is available: District and School goals and priorities; and, listings of professional development opportunities.
  - iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided and employees may print or copy them using district machines.
  - iv) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting.
  - v) The District Improvement plan (DIP) and School Improvement Plan (SIP) will be posted the District's electronic evaluation tool.
- B) The joint presentation video will be shown to Educators during the first or second faculty meeting of the academic year.

## 6) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
  - i) The evaluation cycle begins with the Educator completing and submitting to the

## **Educator Evaluation Process**

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Evaluator a self-assessment by October 20th or within four weeks of the start of their employment at the school.

- ii) The self-assessment includes:
  - (1st) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - (2nd) An assessment of practice against each of the four Performance Standards of effective practice using the agreed upon rubric.
  - (3rd) Proposed goals to pursue as described below.
    - (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 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup> to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose 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 include team goals.

## **7) 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. See Sections 15-19 for more on Educator Plans.

# Educator Evaluation Process

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- 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.
- 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 20th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 20<sup>th</sup> 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 which shall be attached to the plan. The Educator's signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

## 8) **Non-PTS Educators Evaluation Cycle: Observation of Practice and Examination of Artifacts**

In the first year of employment, Educators without Professional Teacher Status shall have at least one (1) announced and four (4) unannounced observations during the school year using the protocols described in section 11, below.

In the second and third years of employment, Educators without Professional Teacher Status who received an overall rating of Exemplary or Proficient on their Summative Evaluation Report in the prior year shall have a least three (3) unannounced observations during the school year using the protocols described in Section 11, below.

## 9) **PTS Educators Evaluation Cycle: Observation of Practice and Examination of Artifacts**

- A) The Educator whose overall rating is proficient or exemplary must have at least one (1) unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two (2) unannounced observations and one (1) announced observation.
- 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 (1) announced and four (4) unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one (1) announced and two (2) unannounced observations.
- D) The Educator in a new assignment, who has been placed on a Developing Educator

# Educator Evaluation Process

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Plan, shall have at least one (1) announced and four (4) unannounced observations during the school year.

## 10) Observations

The Evaluator's first observation of the NPTS Educator or the PTS Educator on a One Year Directed Growth Plan should take place by November 15. For the PTS Educator on a Two Year Plan, the first observation may take place at a later time. Observations required by the Educator

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

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

### A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom or worksite visitations of any duration.
- ii) The Educator will be provided with at least brief written feedback, using the Observation Report Form, from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in the Districts' electronic evaluation tool. The Educator shall sign the Observation Report Form within five (5) school days of its receipt and may include a written response. The Educator's signature does not indicate agreement or disagreement with its contents.
- iii) In the event an observation may result in one or more standards being judged to be unsatisfactory or needs improvement, prior to completing the observation feedback form, the Evaluator will email the educator and offer the Educator the option to meet and to provide context. In such case, the observation feedback referenced at subsection 11.A.ii above will be due five (5) days following such meeting. If the Educator does not respond within 48 hours, the observation feedback will be due five (5) days from the Evaluator's email.
- iv) Any observation resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time in an evaluation cycle must be followed by at least one observation of at least 30 minutes in duration within 25 school days.
- v) No other observations may take place until the day after the feedback has been provided. The educator and administrator are encouraged to have conversations on feedback.

### B) Announced Observations

Announced observations shall be no less than 20 minutes in duration and conducted according to the following:

- i) 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.

## **Educator Evaluation Process**

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- ii) 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.
- iii) 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.
- iv) 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.

### **11) 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 or Educator goals or both.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback 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

## **Educator Evaluation Process**

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- 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 at a mutually agreed upon time within five (5) school days 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 in the District's electronic evaluation tool.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report or the Formative Assessment meeting(s), whichever is later. The Educator's reply shall be attached to the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. 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.
- K) After the formative assessment and upon request of the educator, another trained Evaluator shall be assigned to perform an observation to be used as evidence in the educator's summative evaluation.

### **12) 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 no later than May 30th 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 progress on attaining professional practice and student learning goals. By decision of the Educator and/or at the request of the Evaluator, additional evidence of the educator's performance against the four Performance

## Educator Evaluation Process

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Standards shall be provided.

- 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 in the Districts' electronic evaluation tool.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet at a mutually agreed upon time within five (5) school days 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 or the Formative Assessment meeting(s), whichever is later. The Educator's reply shall be attached to the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. 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.
- J) After the formative evaluation and upon request of the educator, another trained supervisor shall be assigned to perform an observation to be used as evidence in the educator's summative evaluation.

### 13) 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 in the Districts' electronic evaluation tool by May 30th.
- 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 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.
- D) 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.
- E) 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.

## **Educator Evaluation Process**

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- F) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- G) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator in the Districts' electronic evaluation tool no later than May 30<sup>th</sup>.
- H) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1<sup>st</sup>
- I) The Evaluator shall 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 10<sup>th</sup>.
- J) 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.
- K) The Educator shall sign the final Summative Evaluation report no later than the last day of school. The signature does not indicate agreement or disagreement with its contents.
- L) The Educator shall have the right to respond in writing to the summative evaluation within Five (5) school days which shall become part of the final Summative Evaluation report.
- M) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

### **14) 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. Educator Plans originate from the Evaluator and are then signed by the Educator.
- 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 of 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

# Educator Evaluation Process

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providers in accordance with the Educator Plan. These activities shall be paid for by the District, and shall take place within the contractual workday when possible.

## 15) 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.

## 16) Educator Plans: Self-Directed Growth Plan

A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

## 17) 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 10<sup>th</sup>.
- 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.

## 18) 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 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur

## Educator Evaluation Process

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during the summer before the next school year begins, with the agreement of the Educator.

- 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 an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- 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 Association attend the meeting(s).
  - iii) If the Educator consents, the 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 Evaluator; and,
  - vii) Include the signatures of the Educator and Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator in the Districts' electronic evaluation tool. The signature does not indicate agreement or disagreement with its contents. The Educator shall have the right to respond in writing to the plan within 10 school days which shall be attached to the plan.

# Educator Evaluation Process

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- l) 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:
    - (1st) 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.
    - (2nd) 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.
    - (3rd) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
    - (4th) 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.

## 19) Timelines

Timelines which fall on a Saturday, Sunday or legal holiday will be extended to the next business day.

### A) NPTS Educators or Educators with PTS on One Year Plan

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	October 1
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 20
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 20
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15

## Educator Evaluation Process

Educator submits evidence on parent outreach (Standard III), professional growth (Standard IV), progress on goals (and other standards, if desired)  * or two weeks before Formative Assessment Report date established by Evaluator	February 1*
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## Educator Evaluation Process

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Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans  *Subsequent Formative Assessment Report(s) may be completed if warranted.	February 15*
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach (Standard III), professional growth (Standard IV), progress on goals (and other standards, if desired)  *or two (2) weeks prior to Summative Evaluation Report date established by evaluator	May 7*
Evaluator completes Summative Evaluation Report	May 30
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt, but not later than the last day of school	No later than the last day of school

### B) Educators with PTS on Two Year Plans

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	October 1 of Year 1
Educator submits self-assessment and proposed goals	October 20 of Year 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 20 of Year 1
Evaluator completes Educator Plans	November 1 of Year 1
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle

## Educator Evaluation Process

<p>Educator submits evidence on progress toward student learning and professional practice goals ONLY.</p> <p>No evidence is submitted towards the standards, unless by decision of the Educator or requested by the Evaluator.</p> <p>* or two weeks before Formative Evaluation Report date established by the Evaluator</p>	<p>May 7* of Year 1</p>
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<p>Evaluator completes Formative Evaluation Report</p>	<p>May 30 of Year 1</p>
<p>Evaluator conducts Formative Evaluation Meeting, if any</p>	<p>June 1 of Year 1</p>
<p>Educator submits evidence on parent outreach (Standard III), professional growth (Standard IV), progress on goals (and other standards, if desired)</p> <p>* or two weeks before Summative Evaluation Report date established by Evaluator</p>	<p>May 7 * of Year 2</p>
<p>Evaluator completes Summative Evaluation Report</p>	<p>May 30 of Year 2</p>
<p>Evaluator conducts Summative Evaluation Meeting, if any</p>	<p>June 10 of Year 2</p>
<p>Evaluator and Educator sign Summative Evaluation Report, but no later than last day of school</p>	<p>No later than the last day of school of Year 2</p>

### C) Educators on Plans of Less than One Year

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

### 20) 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) Educators with PTS whose summative performance rating is exemplary 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.

### 21) Using Student Feedback in Educator Evaluation

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

# Educator Evaluation Process

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## 22) Using Staff Feedback in Administrator 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.

## 23) General Provisions

- A) 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.
- B) 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.
- C) 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. An Association Representative may attend any such meeting at the request of the Educator.
- D) Ongoing Evaluation Review: The parties agree to engage in discussion utilizing the Labor Management Relations provisions of Article XXV of the Collective Bargaining Agreement when an item on an evaluation form or the evaluation tool seems problematic or to consider any issues raised relative to Teach Point.  
  
Recommendations from the Evaluation Review Committee shall be brought to the next Evaluation negotiations.
- E) Upon request, a paper copy of electronic evaluation documents will be provided to the Educator.
- 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.

# Educator Evaluation Process

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## Forms Overview

- **Educator Tracking Sheet.** This form is intended to be used to track the completion of each step throughout the educator's evaluation process. It will be completed by the educator in conjunction with his/her primary (and possibly supervising) evaluator.
- **Self-Assessment Form.** This form is intended to be used in support of Step 1: Self-Assessment, the educator's initial step of the cycle. The form can be used by individuals or teams; however, each individual will need to submit a self-assessment. Evaluators sign the form to indicate receipt. The form includes sections for the educator to complete an analysis of student learning, growth, and achievement and an assessment of practice against performance standards. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Goal Setting Form.** This form is intended to be used in support of Step 1: Self-Assessment and Step 2: Goal Setting and Plan Development. Individuals and teams may use this form to propose goals (a minimum of one student learning goal and one professional practice goal). The form should initially be submitted with the Self-Assessment Form with the box "Proposed Goals" checked. If the goals are approved as written, the evaluator will check the box "Final Goals" and include a copy of the form with the **Educator Plan Form**. If the goals undergo further refinement, edits may be made to the original, or the form may be rewritten. If the form is redone, the new form should have the box "Final Goals" checked and should then be attached to the **Educator Plan Form**. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Educator Plan Form.** This form is intended to be used in support of Step 2: Goal Setting and Plan Development. It will either be completed by the educator for a *Self-Directed Growth Plan*, by the educator and the evaluator together for a *Directed Growth Plan* and a *Developing Educator Plan*, and by the evaluator for an *Improvement Plan*. Completion and/or submission of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Evaluator Record of Evidence Form.** This form is intended to be used by the evaluator in gathering evidence of an educator's practice during Step 3: Implementation of the Plan. It will be completed by the evaluator and may be reviewed by the educator at any time.
- **Educator Collection of Evidence Form.** This form is intended to be used to support the educator in collecting evidence of his/her practice. It will be completed by the educator and shared with the evaluator prior to Formative Assessment/Evaluation and Summative
- **Formative Assessment Report Form.** This form is intended to be used in support of an educator's formative assessment (Step 4) at the mid-point of the evaluation cycle, at minimum; it can be used multiple times as Formative Assessment can be ongoing. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Formative Evaluation Report Form.** This form is intended to be used in support of an educator's formative evaluation at the end of year one of a two-year *Self-Directed Growth Plan*. It will be completed by the evaluator. Evaluators are not required to assess both progress toward

## Educator Evaluation Process

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goals and performance on Standards; they will check off whether they are evaluating “Progress toward Attaining Goals,” “Performance on each Standard,” or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. At the point of Formative Evaluation, the overall rating is assumed to be the same as the prior summative evaluation unless evidence demonstrates a significant change in performance leading to a change in Overall Rating and, possibly, Educator Plan. If there is a change in rating, evaluators must provide comments on each of the four Standards briefly describing *why* the rating has changed, the *evidence* that led to a change in rating, and offering *feedback for improvement* (evaluators are encouraged to provide comments even if there is no change to ensure that educators have a clear sense of their progress and performance and receive feedback for improvement). Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

- **Summative Evaluation Report Form.** This form is intended to be used for Step 5: Summative Evaluation. This form applies to all Educator Plans. It will be completed by the evaluator. The evaluator must complete all sections, which are: “Attainment of Student Learning Goal(s),” “Attainment of Professional Practice Goal(s),” “Rating on each Standard,” “Overall Performance Rating,” and “Plan Moving Forward.” Evaluators must provide comments on the student learning goal(s), professional practice goal(s), each of the four Standards, and the overall rating briefly describing the level of attainment or performance rating, the *evidence* that led to the level of attainment/rating, and offering *feedback for improvement*. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.
- **Educator Response Form.** This form is intended to be used in support of the educator, should he/she want to have a formal response to any part of the evaluation process kept on record. It will be completed by the educator; the evaluator will sign to acknowledge receipt. If the form is submitted in response to the Formative Assessment/Evaluation or to the Summative Evaluation, receipt of the response will also be noted and initialed on the **Educator Tracking Sheet**.
- **Observation Feedback Form.** This form is intended to be used by the evaluator during and after unannounced observations.

## Evaluation Tracking Sheet

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

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

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

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

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

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

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

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

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

# Self-Assessment Form

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Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

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

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

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

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

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

List Team Members below:

_____	_____
_____	_____
_____	_____

Educator—Name/Title: \_\_\_\_\_

## Part 2: Assessment of Practice Against Performance Standards

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

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

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

List Team Members below:

_____	_____
_____	_____
_____	_____

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

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

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

# Goal Setting Form

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

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

Check all that apply<sup>5</sup>:  Proposed Goals  Final Goals      Date: \_\_\_\_\_

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

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

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

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

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

<sup>5</sup> If proposed goals change during Plan Development, edits may be recorded directly on original sheet or revised goal may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.



Educator—Name/Title: \_\_\_\_\_

<b>Professional Practice Goal(s): Planned Activities</b> <i>Describe actions the educator will take to attain the professional practice goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District <sup>6</sup>	Timeline or Frequency

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

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

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

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

<sup>6</sup> Must identify means for educator to receive feedback for improvement per [603 CMR 35.06\(3\)\(d\)](#)

## Evaluator Record of Evidence Form

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

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

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

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

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

# Evaluator Record of Evidence Form

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

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

\*note if classroom observations are announced or unannounced

# Educator Collection of Evidence Form

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

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

<b>Label</b>	<b>Date</b> <i>Record date, duration if applicable</i>	<b>Source of Evidence</b> <i>e.g., parent conference, observation</i>	<b>Indicators(s) and/or Goals<sup>7</sup></b> <i>Standard(s) and/or goal(s) to which evidence is tied</i>	<b>Notes (Optional)</b> <i>Explain why included, specifics on what the evidence shows, context, etc.</i>
ex. 1	11/8/11	unit plans, benchmark data	I.A, Student Goal #1	unit plans modification reflect student data at semester mid-point

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

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

<sup>7</sup> Per [603 CMR 35.07\(1\)\(c\)1](#), "Evidence compiled and presented by the educator includ[es]: 1. Evidence of fulfillment of professional responsibilities and growth, such as: self-assessments; peer collaboration; professional development linked to goals and or educator plans; contributions to the school community and professional culture; 2. Evidence of active outreach to and ongoing engagement with families." However, educator collection of evidence is not **limited** to these areas.

# Formative Assessment Report Form

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\* For Educators on a plan lasting one year or less as a mid-cycle assessment.

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

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

**Assessing<sup>8</sup>:**

Progress toward attaining goals

Performance on Standards

Both

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

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

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

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

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<sup>8</sup> As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Educator—Name/Title: \_\_\_\_\_

## Performance on Each Standard

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

### I: Curriculum, Planning, & Assessment

### II: Teaching All Students

### III: Family & Community Engagement

### IV: Professional Culture

**The educator shall have the opportunity to respond in writing to the formative assessment as per [603CMR35.06\(5\)\(c\)](#) on the Educator Response Form.**

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

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

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

# Formative Evaluation Report Form

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

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

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

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

Progress toward attaining goals

Performance on Standards

Both

### Progress Toward Student Learning Goal(s)

*Attach additional pages as needed.*

Did not meet    Some progress    Significant Progress    Met    Exceeded

Rationale, evidence, and feedback for improvement:

### Progress Toward Professional Practice Goal(s)

*Attach additional pages as needed.*

Did not meet    Some progress    Significant Progress    Met    Exceeded

Rationale, evidence, and feedback for improvement:

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

Educator—Name/Title: \_\_\_\_\_

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



# Summative Evaluation Report Form

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Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

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

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

**Progress Toward Student Learning Goal(s)**  
*Attach additional pages as needed.*

Did not meet     Some progress     Significant Progress     Met     Exceeded

Rationale, evidence, and feedback for improvement:

**Progress Toward Professional Practice Goal(s)**  
*Attach additional pages as needed.*

Did not meet     Some progress     Significant Progress     Met     Exceeded

Rationale, evidence, and feedback for improvement:

Educator—Name/Title: \_\_\_\_\_

## Rating on Each Standard

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

Rationale, evidence, and feedback for improvement:

**II: Teaching All Students**     Unsatisfactory     Needs Improvement     Proficient     Exemplary

Rationale, evidence, and feedback for improvement:

**III: Family/Community Engagement**     Unsatisfactory     Needs Improvement     Proficient     Exemplary

Rationale, evidence, and feedback for improvement:

**IV: Professional Culture**     Unsatisfactory     Needs Improvement     Proficient     Exemplary

Rationale, evidence, and feedback for improvement:

Educator—Name/Title: \_\_\_\_\_

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

**The educator shall have the opportunity to respond in writing to the summative evaluation as per [603CMR35.06\(6\)](#) on the Educator Response Form.**

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

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

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

# Educator Response Form

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Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

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

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

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

<b>Educator Response</b> <i>Attach additional pages as needed</i>

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

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

Attachment(s) included

# Observation Feedback Form

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Educator—Name/Title: \_\_\_\_\_

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

School/Class/Activity: \_\_\_\_\_ Date: \_\_\_\_\_ Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Type of Observation: Announced:  Unannounced:

Other Pertinent Info: \_\_\_\_\_

**Assessing progress toward (check all that apply):**

- |  |  |
|--|--|
| <input type="checkbox"/> Student learning goal(s)      | <input type="checkbox"/> Standard I: Curriculum, Planning & Assessment |
| <input type="checkbox"/> Professional practice goal(s) | <input type="checkbox"/> Standard II: Teaching All Students            |
|  | <input type="checkbox"/> Standard III: Family & Community Engagement   |
|  | <input type="checkbox"/> Standard IV: Professional Culture             |

## Observation Feedback

*Provide notes and judgments made during the observation resulting in specific and constructive feedback. It may include examination of artifacts of practice including student work. Attach artifacts if appropriate.*

Check here if this observation results in one or more standards judged to be unsatisfactory or needs improvement. If this box is checked for the first time in the evaluation cycle the, it must be followed by at least one announced observation of at least 30 minutes in duration within 25 school days. If the box is checked, the evaluator will outline direct and specific actions that the educator must implement in order to demonstrate proficient practice.

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

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

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

# Setting SMART Goals<sup>1</sup>

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

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

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

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

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

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

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

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

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

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

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

## **Key Actions**

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

## **Benchmarks:**

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

## **S = Specific and Strategic**

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

## **M = Measurable**

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

## **A = Action Oriented**

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

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

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

## **T = Timed**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Guide to Specialized Instructional Support Personnel (SISP) Rubric

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

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

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

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

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

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

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

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

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

How to reference parts of the rubric:

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

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

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

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

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

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

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

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

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

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

**Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.**

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

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

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

**Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.**

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

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

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

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

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

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

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

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

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

**Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.**

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

**Indicator IV-D. Decision-Making: Becomes involved in school-wide decision making, and takes an active role in school improvement planning.**

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

**Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.**

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

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

*School Nurse Rubrics*

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

**(Implementation Support for School Nurses)**

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

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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	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Attends professional development programs including school-based and/or school health related programs for updating clinical practice.</li> <li>➤ Applies newly acquired knowledge in clinical practice (e.g. new devices, new mandates, and updates on acute and chronic conditions).</li> <li>➤ Utilizes evidence based practice supported by current research.</li> <li>➤ Is self-directed in acquiring knowledge and skills for current school nursing practice.</li> <li>➤ Seeks professional resources when faced with new clinical situations (e.g. new student with diabetes, new genetic disorder).</li> <li>➤ Follows the Nursing Standards of Conduct, as described by the Massachusetts Board of Registration in Nursing.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Shares clinical updates with colleagues; <i>Shares educational findings, experiences and ideas with peers (NASN scope and standards or practice for School Nursing, 2011)</i></li> <li>➤ Creates Individual Health Care Plans (IHCP) addressing new health issues and revises IHCP accordingly based on current best practices</li> <li>➤ Contacts appropriate clinical consultants e.g. MASSTART, primary care provider, medical or mental health specialists, or nurse experts</li> <li>➤ Data collection reflects new mandates and practices</li> <li>➤ Maintains a record of professional development attended in an organized format.</li> <li>➤ Professional development is consistent with the health needs of the population being served and related to school nursing practice.</li> </ul>
I-A-2. Child and Adolescent Development	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Consistently demonstrates awareness of developmental norms in working with their student population.</li> <li>➤ Assists students to achieve optimal levels of wellness through differentiated and appropriately designed and delivered health education and health care practices.</li> <li>➤ Individualizes care to student and building needs.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Office surroundings; environment and educational/resource materials (including parent and student materials) demonstrate awareness of developmental norms</li> <li>➤ Articulates understanding of developmental norms at student support meetings, staff meetings etc.</li> <li>➤ When interacting with students speaks at appropriate developmental level</li> <li>➤ staff resources demonstrate appropriate developmental level</li> </ul>

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<p>I-A-3. Plan Development<sup>1</sup></p>	<p><i>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.</i></p>	<ul style="list-style-type: none"> <li>➤ Works to increase time on learning both for individual students as well as the entire student body.</li> <li>➤ Identifies health (medical/emotional) causes for absenteeism and develops plans to decrease absences.</li> <li>➤ Creates plans to minimize frequency and/or duration of health office visits.</li> <li>➤ 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).</li> <li>➤ Collaborates /creates re-entry plans with families and students for medical and social-emotional absences.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN is aware of average return to class rate for his/her health office</li> <li>➤ RN is able to appropriately triage and prioritize student health encounters and strives to minimize unnecessary waiting time for assessment and treatment.</li> <li>➤ Work flow is sufficient so student time spent in the health office is minimized.</li> <li>➤ 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.</li> <li>➤ Is aware of and attends(when available) reentry meetings, and offers relevant health information to help formulate a plan)</li> <li>➤ Works with administration and staff to develop strategies to minimize time out of class for non-urgent health issues.</li> <li>➤ Provides follow-up with students, plans available</li> </ul>
<p>I-A-4. Well- Structured Lessons</p>	<p><i>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.</i></p>	<ul style="list-style-type: none"> <li>➤ 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.</li> </ul>	<ul style="list-style-type: none"> <li>➤ 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).</li> <li>➤ 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).</li> <li>➤ Individual level presentations/ trainings such as use of inhaler, use of epi-pen, glucometer, insulin administration, hygiene, and self-advocacy (documents, observation of demonstrations).</li> <li>➤ Visuals (posters, equipment) in the health office are developmentally appropriate (observation of work environment).</li> </ul>

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

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<b>Indicator I-B. Assessment</b>			
Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.			
<b>I-B. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it Might Look &amp; Potential Sources of Evidence</b>
I-B-1. Variety of Assessment Methods	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ 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).</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN utilizes EHR (electronic health record) system appropriately to document individual or group assessments, interventions, outcomes.</li> <li>➤ EHR are current and complete</li> <li>➤ RN has undergone training on each mandated screening program</li> <li>➤ RN follows up on screening referrals in a timely manner and documents completed referrals in student EHR.</li> <li>➤ Health Screening results are reported according to district and state requirements</li> <li>➤ Makes appropriate recommendations for 504 or SPED plans based on student health data and needs</li> </ul>
I-B-2. Adjustment to Practice	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Organizes and reviews student/school assessment data and systematically adjusts nursing practice to promote and improve student learning, growth and development.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Encourages increased physical activity programs after analyzing BMI data</li> <li>➤ Implements health promotion programs dependent on health needs assessment of the student population, e.g. related to substance abuse, self-harm, nutrition, etc.</li> <li>➤ Increase referral returns from screenings</li> <li>➤ Increase return to class rate, decrease time in health office (documented in student health records, communication with parents)</li> <li>➤ Creates and trains building emergency response team</li> </ul>

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<b>Indicator I-C. Analysis Indicator</b>			
Analyzes data from assessments, draws conclusions, and shares them appropriately.			
<b>I-C. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it Might Look &amp; Potential Sources of Evidence</b>
I-C-1. Analysis and Conclusions	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ 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.</li> </ul>	<ul style="list-style-type: none"> <li>➤ 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).</li> <li>➤ 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</li> <li>➤</li> </ul>
I-C-2. Sharing Conclusions With Colleagues	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Actively contributes and participates in a variety of meetings to collaborate with colleagues regarding individual students, school wide learning and health issues.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Participates in student at Risk Team meetings, IEP and 504 meetings (student health records, staff/leadership team meeting minutes).</li> <li>➤ Provides meaningful input for creating individual student reentry plans, implementing short/long term academic accommodations regarding concussion regulations and/or, new chronic diagnosis.</li> <li>➤ Provides meaningful input for creating school wide strategic plans addressing culture and climate issues (leadership team/staff meeting minutes, school improvement plans).</li> </ul>
I-C-3. Sharing Conclusions With Students and Families	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Actively coordinates, contributes and participates in Health Advisory Councils.</li> <li>➤ Engages students and families in individual and group discussions/presentations (ex. about concussion regulations, substance use/abuse, nutrition regulations, bullying, and life threatening allergies).</li> </ul>	<ul style="list-style-type: none"> <li>➤ 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).</li> </ul>

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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	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Consistently assesses the health needs of individual students or groups using evidenced based nursing practice/instruction.</li> <li>➤ Consistently develops and implements a plan to promote informed health decisions by including health promotion and disease prevention strategies to enhance school performance.</li> </ul>	<ul style="list-style-type: none"> <li>➤ 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).</li> <li>➤ Consistently reviews data related to school culture such as bullying and seeks to implement programs to decrease these behaviors</li> </ul>
II-A-2. Student Engagement	<i>Consistently uses instructional and clinical practices that are likely to motivate and engage most students during the lesson, activity, or session.</i>	<ul style="list-style-type: none"> <li>➤ Consistently uses a variety of information technologies and instructional resources to motivate and encourage active participation of students in a variety of settings.</li> <li>➤ Consistently demonstrates, evaluates and documents response to interventions.</li> <li>➤ Engages students in active learning to promote healthy lifestyle.</li> </ul>	<ul style="list-style-type: none"> <li>➤ 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).</li> <li>➤ Assists in downloading health data to primary care providers via technology as necessary (e.g. blood glucose outcomes sent to endocrinologists)</li> </ul>
II-A-3. Meeting Diverse Needs	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ 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.</li> <li>➤ Utilizes instructional scaffolding with support when concepts and skills are initially being taught.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Provides developmentally appropriate instruction regarding disease/chronic condition/health issues</li> <li>➤ 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.</li> </ul>

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<b>Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.</b>			
<b>II-B. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it Might Look &amp; Potential Sources of Evidence</b>
II-B-1. Safe Learning Environment	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Consistently maintains and organizes an orderly atmosphere within the health office or instructional setting to create a safe physical, emotional and intellectual environment.</li> <li>➤ Consistently creates and maintains an appropriate climate for addressing the health needs of students ensuring confidentiality.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN maintains current immunization records, displays SAFE Zone sign in health office (observations, nurse records).</li> <li>➤ RN addresses all students with respect and provides confidential space for students when necessary</li> <li>➤ Protects privacy and confidentiality of personal health information of students and staff</li> </ul>
II-B-2. Collaborative Learning Environment	<i>Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.</i>	<ul style="list-style-type: none"> <li>➤ Consistently encourages students to engage in health discussions.</li> <li>➤ Consistently recognizes and encourages opportunities for collaborative peer group learning experiences.</li> </ul>	<ul style="list-style-type: none"> <li>➤ 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).</li> <li>➤ RN encourages student participation in Health Fairs (observations).</li> </ul>
II-B-3. Student Motivation	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Consistently recognizes and encourages opportunities for collaborative peer group learning experiences.</li> <li>➤ 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.</li> </ul>	<ul style="list-style-type: none"> <li>➤ 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).</li> </ul>

<b>Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.</b>			
<b>II-C. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it Might Look &amp; Potential Sources of Evidence</b>
II-C-1. Respects Differences	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Consistently protects the students' autonomy, dignity, rights, values, and beliefs when delivering care while recognizing cultural diversity.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN maintains confidentiality and modifies classes due to religious beliefs such as Ramadan (observations).</li> <li>➤ RN understands cultural values and beliefs; is sensitive to differences when interacting with students and their families</li> </ul>

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<b>Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.</b>			
<b>II-C. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it Might Look &amp; Potential Sources of Evidence</b>
II-C-2. Maintains Respectful Environment	<i>Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.</i>	<ul style="list-style-type: none"> <li>➤ Consistently establishes an environment that integrates caring, kindness and respect for all into nursing practice.</li> <li>➤ Consistently takes appropriate action when addressing situations that jeopardize the health and wellbeing and self esteem of students.</li> <li>➤ Recognizes the Nurse Practice Act and the Massachusetts Regulations 244 CMR 9.00 Code of Conduct.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN interacts with students, parents, families, and colleagues in a positive and respectful manner</li> <li>➤ Advocates for students who may be experiencing emotional stress due to teasing/bullying; follows school district policies regarding conflict resolution</li> <li>➤ Offers explanations to other staff of student and family behavior related to cultural differences</li> </ul>

<b>Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.</b>			
<b>II-D. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it might look &amp; Potential Sources of Evidence</b>
II-D-1. Clear Expectations	<i>Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.</i>	<ul style="list-style-type: none"> <li>➤ Consistently uses effective written, verbal, nonverbal and visual communication skills.</li> <li>➤ Consistently uses language appropriate to students' age, developmental level, gender, race and ethnic background.</li> <li>➤ Consistently assists students to achieve optimum levels of wellness through formal and informal health education, health promotion and preventative health services.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Includes sign language and communication boards (observations) as needed for special needs students.</li> <li>➤ RN delivers developmentally appropriate classroom presentations and plans community events focused on health issues (observations, nurse documents/records).</li> <li>➤ IHCP clearly communicates plans for students with chronic health issues</li> </ul>
II-D-2. High Expectations	<i>Effectively models and reinforces ways that students can set and accomplish challenging goals through effective effort, rather than having to depend on innate ability.</i>	<ul style="list-style-type: none"> <li>➤ Consistently adapts health 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.</li> <li>➤ Works collaboratively with students and staff to promote and maintain optimal health and wellness.</li> <li>➤ Attends and is an active member of the school's Wellness Team.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN successfully demonstrates epi-pen administration, proper use of an inhaler and nebulizers, and testing of blood glucose etc to students (observations and documentation)</li> <li>➤ RN models health behavior in personal habits such as non-smoking, nutrition, self-care, etc.</li> </ul>

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<b>Indicator II-D.</b> Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.			
<b>II-D. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it might look &amp; Potential Sources of Evidence</b>
II-D-3. Access to Knowledge	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ 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.</li> <li>➤ 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.</li> <li>➤ Consistently provides opportunities to access information and services on health/wellness to students through use of community resources and media.</li> <li>➤ 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.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN participates in 504, IEP, and student support teams (student health records, meeting minutes, observations).</li> <li>➤ Health office has open door policy, RN is a resource for students with health questions/concerns</li> <li>➤ RN is able to site regulations related to medication administration, medical treatments and other services as provided in the school setting.</li> <li>➤ RN is able to provide services related to American with Disabilities Act for individual students</li> </ul>

### Standard III: Family and Community Engagement

**Promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.**

<b>Indicator III-A.</b> Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.			
<b>III-A. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it might look &amp; Potential Sources of Evidence</b>
III-A-1. Parent/Family Engagement	<i>Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community.</i>	<ul style="list-style-type: none"> <li>➤ Engages families, caregivers, and students in a variety of activities.</li> <li>➤ Uses/develops brochures describing available school health services and expectations (e.g. how to access medication orders for administration in school).</li> <li>➤ Nurse informs families of major public health initiatives (e.g. screenings, flu clinics).</li> <li>➤ Maintains or contributes to a website for families with updated health information.</li> </ul>	<ul style="list-style-type: none"> <li>➤ 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).</li> <li>➤ 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.</li> <li>➤ RN presents to parents and other community members on a variety of health related topics</li> </ul>

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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	<i>Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.</i>	<ul style="list-style-type: none"> <li>➤ Uses a variety of teaching strategies to support learners: Visual / Verbal /Electronic/ discussions.</li> <li>➤ Provides materials in primary languages as needed; uses a translator as needed.</li> <li>➤ Promptly communicates with families about the need for follow-up if the student does not pass the screening tests.</li> <li>➤ 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.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN provides parents/guardians with appropriate notification of mandated health screenings as per regulations.</li> <li>➤ RN provides reports of outcomes of screenings to parents within two weeks</li> <li>➤ RN issues periodic health-related newsletter or contributes to school newsletters with timely health information.</li> <li>➤ Responds promptly to parent concerns</li> <li>➤ Contributes to school webpage</li> <li>➤ Promptly informs parents of changes in their parent's health status, changes from medication effects, etc</li> </ul>
III-B-2. Student Support	<i>Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.</i>	<ul style="list-style-type: none"> <li>➤ Reviews individual health care plan and student progress in meeting goals on a regular basis with the family.</li> <li>➤ Engages families as partners in illness management.</li> <li>➤ Writes newsletter articles for student publications.</li> <li>➤ Attends school events before and after school.</li> <li>➤ Reinforces positive students learning behaviors.</li> <li>➤ Creates a welcoming climate that encourages students to share issues and concerns.</li> <li>➤ Refers students and families to appropriate resources.</li> <li>➤ 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.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Meets at start of school year with family to review/create IHCP</li> <li>➤ Plans for communication through-out the year</li> <li>➤ Attends school's Open House, PTO meetings when appropriate</li> <li>➤ Contributes weekly or monthly to school newsletter/website</li> <li>➤ Office hours allow for parent visits before and after school to discuss student concerns.</li> </ul>

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<b>Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.</b>			
<b>III-C. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it might look &amp; Potential Sources of Evidence</b>
III-C-1. Two-Way Communication	<i>Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families.</i>	<ul style="list-style-type: none"> <li>➤ Engages in effective open dialogue – verbal or written.</li> <li>➤ Keeps families informed of health office visits involving significant injuries or illness, as appropriate.</li> <li>➤ Apprises families of progress and issues in chronic disease management.</li> <li>➤ Apprises families of concerns regarding possible behavioral mental health issues; with the family jointly develops plans to address them.</li> <li>➤ Makes home visits as indicated.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN immediately communicates with parents/guardians regarding significant injury or illness they should be made aware of and refers to medical provider when indicated.</li> <li>➤ 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.</li> <li>➤ Demonstrates positive, respectful interactions with families; responds promptly to parent calls and other requests for information</li> <li>➤ Interactions/inventions and health outcomes are documented in health record</li> </ul>
III-C-2. Culturally Proficient Communication	<i>Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.</i>	<ul style="list-style-type: none"> <li>➤ Arranges for translator as needed.</li> <li>➤ Provides written materials (such as the medication authorization form) in students' and/or families' spoken languages.</li> <li>➤ Understands cultural norms relative to illness and disease process.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN utilizes translator to communicate verbally with students/parents and ensures that communication sent home regarding student health issues are available in primary language</li> <li>➤ RN is sensitive to various cultural beliefs and does not attempt to undermine these beliefs unless the student's health is at risk.</li> <li>➤ Flyers, Newsletters, Posters, etc in other languages</li> </ul>

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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	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Reflects on student health outcomes to assess effectiveness of health office and/or classroom teaching.</li> <li>➤ Attends meetings with colleagues to discuss student issues e.g. IHCP, 504, IEPs.</li> <li>➤ Reflects on appropriate clinical skills and identifies areas of need to enhance knowledge of specific clinical skill.</li> <li>➤ Identifies and develops skills utilizing appropriate communication techniques with parents/families.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN reviews health office data, including return to class rate and number and type of health office visits to determine strategies for improving outcomes.</li> <li>➤ Reviews both individual and school-wide absentee lists for illness trends</li> <li>➤ Reviews data collection for parent/guardian communication, i.e. Monthly Report</li> <li>➤ Updates IHCP, 504 when indicated</li> <li>➤ Self-assessment to discern areas of strength and, areas for improvement</li> </ul>
IV-A-2. Goal Setting	<i>Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.</i>	<ul style="list-style-type: none"> <li>➤ Sets annual goals based on health office data such as YRBS results, immunization compliance, screening results, RTC rates, and attendance.</li> <li>➤ Identifies and addresses clinical practice /skills needs.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN establishes goals in conjunction with district goals related to student needs</li> <li>➤ Evidenced based interventions to achieve goals</li> <li>➤ Goals reflect Needs Assessment, School Health Index</li> </ul>

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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	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Attends continuing education programs; on site, online.</li> <li>➤ Meets with district/area nursing colleagues.</li> <li>➤ Develops Professional Development Programs e.g. presentation to peers on clinical topics.</li> <li>➤ Supports/collaborates with the nurse leader with health program goals.</li> <li>➤ Participates in nursing research and nursing publications.</li> <li>➤ Develops and maintains school nurse portfolio.</li> <li>➤ Stays current in practice through membership in state, national organization.</li> <li>➤ Maintains nursing license and ESE licensure, and strives towards National School Nurse Certification.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN maintains record of CEU certificates and education programs attended</li> <li>➤ RN maintains sufficient PDPs and CEUs for renewal of both RN and ESE licensure</li> <li>➤ Shares information learned at continuing education programs with colleagues</li> <li>➤ Attains NCSN certification</li> <li>➤ Creates a School Nurse Portfolio</li> </ul>

**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	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Collaborates with administrative and educational staff through staff meetings and membership in student support teams, crisis teams, and wellness committees.</li> <li>➤ Develops IHCP, 504 plans or assists with development of Individual Educational Plans.</li> <li>➤ Collaborates with counselors, social workers, and other specialized instructional support personnel.</li> </ul>	<ul style="list-style-type: none"> <li>➤ RN attends meetings with district and school staff, parents and students and is considered an integral member of the educational team.</li> <li>➤ Member of Crisis Team, School Health Advisory Council, Wellness Committee</li> </ul>
IV-C-2. Consultation	<i>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.</i>	<ul style="list-style-type: none"> <li>➤ Consults with administrative and teaching staff to address health issues that may impact student learning.</li> <li>➤ Identifies and establishes a confidential, non-judgmental environment when consulting.</li> <li>➤ 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.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Meet with teachers at start of school to discuss health needs of students in classroom as deemed appropriate</li> <li>➤ Communicates with nursing colleagues and other healthcare providers to establish best practices</li> <li>➤ Develops emergency action plans for teacher and other coordinators use to meet students needs related to before and after activities</li> </ul>

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<b>Indicator IV-D. Decision-Making: Becomes involved in school wide decision making, and takes an active role in school improvement planning.</b>			
<b>IV-D. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it might look &amp; Potential Sources of Evidence</b>
IV-D-1. Decision-Making	<i>Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.</i>	<ul style="list-style-type: none"> <li>➤ Collaborates with administration and other colleagues sharing their expertise to make appropriate health and safety decisions for students and staff.</li> <li>➤ Assists in decision making including but not limited to school safety, policy development, crisis interventions, field trips, school activities, and health curriculum.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Uses evidence/research to make informed decisions; reads current publications of research related to practice.</li> <li>➤ Attends school building/district meetings as required to provide health/nursing incite</li> </ul>

<b>Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.</b>			
<b>IV-E. Elements</b>	<b>Proficient</b>	<b>Knowledge, Skills, &amp; Responsibilities</b>	<b>How it might look &amp; Potential Sources of Evidence</b>
IV-E-1. Shared Responsibility	<i>Within and beyond the classroom, consistently reinforces school-wide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.</i>	<ul style="list-style-type: none"> <li>➤ School Nurse consistently encourages and models professional behavior for students, families and staff.</li> <li>➤ Upholds the Standards of Conduct for the Professional Nurse.</li> <li>➤ Consistently sets high expectations for student behavior and learning in the health office and when in the classroom.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Demonstrates professional demeanor in words, actions, appearance; meets the Professional Standards of Conducts as determined by the Massachusetts Board of Registration for Nursing</li> <li>➤ Provides appropriate education and supervision when delegating nursing activities</li> </ul>

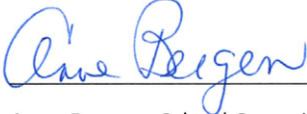
## Appendix E

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	<i>Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.</i>	<ul style="list-style-type: none"> <li>➤ Models professional behavior at all times.</li> <li>➤ Provides high quality care to ALL students.</li> <li>➤ Maintains private space in health office for visits and phone communication.</li> <li>➤ Shares student health information appropriately, on a need to know basis.</li> <li>➤ Complies with all Massachusetts General Laws and Regulations.</li> <li>➤ Always follows FERPA and HIPAA regulations where applicable.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Demonstrates professional demeanor in words, actions, appearance</li> <li>➤ Ethical, forthright, maintains confidentiality</li> </ul>
IV-F-2. Reliability & Responsibility	<i>Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.</i>	<ul style="list-style-type: none"> <li>➤ Is consistently present in health office per school contract.</li> <li>➤ Maintains computerized, up to date, comprehensive student health record.</li> <li>➤ Maintains accurate, timely, descriptive, and complete documentation.</li> <li>➤ Attends required meeting in accordance with safe nursing practice, such as staff and faculty meetings per contract</li> <li>➤ Responds and demonstrate clinical skills necessary to address emergency situations (e.g. first aid, CPR, AEDs).</li> <li>➤ Performs all required nursing responsibilities and professional duties according to Nurse Practice Act and district policies.</li> </ul>	<ul style="list-style-type: none"> <li>➤ Excellent Attendance</li> <li>➤ Punctual, reliable with paperwork, duties and assignments</li> <li>➤ Contributes ideas, expertise</li> <li>➤ Provides appropriate assessment and care to students</li> <li>➤ Responds to medical emergencies and delegates appropriately</li> <li>➤ Maintains record of professional development certificates</li> <li>➤ Reviews competency checklist</li> </ul>

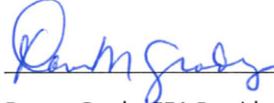
IN WITNESS THEREOF the parties, by their authorized representatives do affix their signature hereto:

Franklin School Committee

Franklin Education Association

 8/21/19

Anne Bergen, School Committee Chair

 8/21/19

Donna Grady, FEA President