

**MEMORANDUM OF UNDERSTANDING
MARLBOROUGH SCHOOL COMMITTEE
AND
MARLBOROUGH EDUCATORS ASSOCIATION**

This **MEMORANDUM OF UNDERSTANDING** is entered into by and between the Marlborough School Committee (hereinafter, the “Committee”) and the Marlborough Educators Association (hereinafter, the “Association”).

WHEREAS, the Committee and the Association entered into a collective bargaining agreement for the period September 1, 2018 through and including August 31, 2021; and

WHEREAS, the duly-authorized representatives of the Committee and the duly authorized representatives of the Association have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreement for the period of September 1, 2021, through and including August 31, 2024;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. Prior Agreement

The Collective Bargaining Agreement in effect for the period September 1, 2018 through and including August 31, 2021, shall be in full force and effect for the period September 1, 2021 through and including August 31, 2024, except as modified by this **MEMORANDUM OF UNDERSTANDING**.

2. Article XXIII, Section B – Vacancy/Preference

Amend to read as follows:¹

1. All qualified teachers will be given adequate opportunity to make application for bargaining unit positions, and the Superintendent agrees to give consideration to the following:
 - professional background and attainments of all applicants;
 - the length of time each has been in The School System; and

¹ Changes to existing contract language is depicted as follows: insertions in ***bold italics***, and deleted language with a ~~strikethrough~~ font.

- such other relevant factors as determined by the Superintendent.
2. All internal, certified applicants will be interviewed by the principal. When external candidates are under consideration, preference shall be given to qualified teachers already employed by the School District. *For purposes of this provision, the term “preference” shall mean that when all factors set forth at Section B.1 above are considered equal, the internal applicant will be selected.*
 3. Each teacher applicant not selected will *be notified by the Principal or hiring administrator. Within ten (10) calendar days of such notice of non-selection, the teacher may request feedback in writing or via an in person meeting as to the reasons for non-selection, which shall occur within twenty (20) calendar days of the teacher’s request.* ~~upon request, receive a written explanation from the Superintendent or his designee.~~ The explanation for the teacher applicant not being selected shall be consistent with Massachusetts General Laws and shall not be arbitrary or capricious. *A copy of the written feedback provided to the teacher upon his/her request shall be included in the teacher’s personnel file.*

3. **Article XXXIII - Building Advisory Group and Joint Leadership Meetings**

Delete Article XXXII – Health and Safety Committee in its entirety and replace with a new Article as follows:

Building Advisory Committee and Joint Leadership Meetings

A. *Joint Leadership Meetings:*

The Superintendent and Assistant Superintendent will meet with the MEA President and Vice President on a monthly basis.

B. *Building Advisory Committee Meetings:*

1. *There shall be a Building Advisory Committee formed at each school building.*
2. *The Building Advisory Committee will serve as a vehicle for teacher input and feedback on building-based concerns, such as but not limited to health and safety, curriculum and instruction, new initiatives, and school events.*
3. *The Building Advisory Committee is encouraged to meet monthly, but shall meet a minimum of six (6) times per school year with the meeting dates determined by the Committee.*

4. *The Building Advisory Committee will be comprised of the building principal, assistant principal and ETL and up to ten (10) MEA members from the building, including the building representative, designated by the Association. Members without professional status shall not be eligible for appointment to the Committee.*

B. Delete Article XXXIII – Labor Management Committee in its entirety and replace with “*Intentionally Left Blank*”.

4. **Article XXI, Section A.1 – Teaching Hours**

Amend to read as follows:

The starting and dismissal times for students will be as follows:

<i>Goodnow Elementary</i>	<i>9:00-3:15</i>
Jaworek Elementary	8:50-3:05 <i>9:00-3:15</i>
Kane Elementary	8:50-3:05 <i>9:00-3:15</i>
Richer Elementary	8:50-3:05 <i>9:00-3:15</i>
Charles W. Whitcomb Middle School	8:00-2:30
Marlborough High School	7:20-1:55 <i>8:00-2:35</i>
Marlborough Early Childhood Center	
*Pre K AM	9:00 – 11:30
*Pre K PM	12:30 – 3:00

The length of the teacher’s workday shall not exceed the length of that workday in effect during the 1994-1995 school year.

*In order to facilitate providing the services that meet the particular needs of the population enrolled at the Marlborough Early Childhood Center, the parties agree to the implementation of the below schedule:

ECC Teacher in the Integrated Program: M-Th 8:00 am -3:30 pm and Friday 8:00 am – 11:00 am.

ECC Teacher in Other Programs: M-Th 8:00 am -3:30 pm and Friday 8:00 am – 11:30 am.

Effective the 2022-2023 school year, the Parties will implement a new Monday – Friday (5 days a week), 8:30 am – 3:05 pm schedule.

The Parties will form a joint study committee comprised of an equal number of management and Association representatives designated by the Superintendent and MEA President, respectively, to study the ECC schedule and to bring back a recommendation to the negotiation teams for a new schedule for the 2022-2023 school year based upon the

parameters set forth at Section B, above. The joint committee will report back their recommendation to the negotiation teams no later than January 30, 2022.

5. **Article XIX, Section A.3 – Faculty Meetings**

Amend to read as follows:

General faculty meetings (~~one and four tenths (1.4)~~ (1.4) which may include, but not be limited to, general building meetings, department meetings, grade-level meetings, and team meetings) may be called by the administration pursuant to the following. There shall be one (1) fifty (50) minute meeting per month, *except at the elementary schools where the monthly meeting will be thirty-five (35) minutes*. All meetings shall start ten (10) minutes after student dismissal and shall be scheduled as much in advance as possible.

6. **Economics**

- A. Contingent upon ratification of an agreement on or before June 22, 2021, the Committee will pay a one time, lump sum signing bonus to all educators covered by the provisions of the Collective Bargaining Agreement who worked during the 2020-2021 school year and who remain so employed as of June 21, 2021 equal to two percent (2%) of their FY2021 base pay.
- B. 2021-2022 Contract Year (FY2022)
 - 1. Effective September 1, 2021:
 - a. Eligible employees will advance a step on the salary scale;
 - b. Steps 10, 15 and 20, only, of the FY2021 (Appendix A-1 and A-2) salary scales will increase by 0.75%; and,
 - c. There shall be no increase to the stipends appearing at Appendices C-1, C-2, D and E.
 - 2. A one time lump sum payment will be made to all employees holding a position covered by the Collective Bargaining Agreement as of December 1, 2021 in an amount equal to one percent (1%) of their FY2022 base pay. Said payment will be made no later than the last payroll of December 2021.

C. 2022-2023 Contract Year (FY2023)

1. Effective September 1, 2022:
 - a. Eligible employees will advance a step on the salary scale;
 - b. Increase the of the FY2022 salary scales (Appendix A-1 and A-2) by 2%; and,
 - c. Increase the stipends appearing at Appendices C-1, C-2, D and E by 2%.

D. 2023-2024 Contract Year (FY2024)

1. Effective September 1, 2023:
 - a. Eligible employees will advance a step on the salary scale;
 - b. Increase the FY2023 salary scales (Appendix A-1 and A-2) by 2.25%;
 - c. There shall be no increase to the stipends appearing at Appendices C-1, C-2, D and E; and,
 - d. Suspend the payment of Annual Sick Leave Buy Back under Article XIII, Section 2 for a one year period.

To effectuate this, amend Article XIII, Section 2 by adding the following provision at the end of the Article:

No payments will be made under the provisions of this Article for the period of September 1, 2023 through August 31, 2024.

7. **Stipend Review Committee**

There shall be joint Stipend Review Committee whose purpose will be to review and update the current list of coaching, intramural, and student activity/advisor stipends appearing at Appendices C-1, C-2 and E of the CBA. The Stipend Review Committee will also develop a process for recommending and approving new stipend positions.

The Stipend Review Committee will be comprised of two (2) educators from the High School and one (1) educator from the Middle School, the High School Principal, the Middle School Principal, the Director of Finance and Operations, and a School Committee member.

The Stipend Review Committee will begin meeting as soon as possible and will complete its work by August 15, 2021.

8. **Article XXII - Teacher Evaluation**

Rename Article and amend to read as follows:

Evaluation, Personnel Files, Discipline

A. ***Teacher Evaluation***

1. The purposes of evaluation are to provide information for improving performance and to provide a record of facts and assessments for personnel decisions including decisions by the Superintendent on professional status. ~~Personnel~~ Evaluation is an ongoing process of defining goals and of identifying, gathering and using information as part of a process to improve professional performance and to judge total job effectiveness. The evaluation process shall be free of racial, sexual, religious and other discrimination and biases as defined in state and federal laws. Members of the unit identified in Article I, Recognition Clause shall not be utilized as evaluators of any other member of the unit.

~~A. — All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors. A superior is required to confer with any teacher whose service has been rated unsatisfactory in any respect, explain the ratings and plan cooperatively for improvement.~~

- ~~12.~~ The Performance Standards and Evaluation Procedures for members of the bargaining unit is hereby incorporated by reference in this Agreement as Appendix H.

B. ***Personnel Files***

1. Teachers have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him during such review.
- €2. No material derogatory to a teacher's conduct, service, character or personality will be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.

DC. Complaints

Any complaints about a teacher, of which the Administration takes official cognizance, should be brought to the attention of the teacher.

ED. Discipline

I. If a teacher is to be formally disciplined or reprimanded by a member of the Administration he will be entitled to have a representative of the Association present. In all cases the disciplining or reprimanding will be done in private.

F2. No teacher with professional status will be disciplined, reprimanded, reduced in rank or compensation or ~~deprived of any professional advantage~~ without just cause.

E. Professional Advantage

No teacher with professional status will be deprived of any professional advantage without just cause.

9. Article XXV – Professional Development and Educational Improvement

Amend Section G as follows:

A Professional Development Committee will be formed by the Marlborough Educators Association. The Committee will consist of one (1) representative from each school building. Representatives will be ~~elected from each building and will be identified to the School Committee each Spring~~ *Superintendent annually*. The MEA Professional Development Committee will work collaboratively with District administrators regarding professional development workshops to be given during professional development days. *Additionally, the Professional Development Committee will collaborate with District administration, the Building Advisory Committees and Lead Teachers to promote consistent practices across all levels.*

10. Article XVII – Class Size

Amend the first paragraph as follows:

The Committee and the Association agree that they will work toward such class size limitations as are desirable as dictated by sound educational practices; and, the parties agree that to the extent that such reductions are possible, they will be made. *The Superintendent will provide the Association President with a report of class sizes within two (2) weeks of the upload of the October and March EPIMS reports.*

11. **Article XIX – Teacher Facilities**

Amend to add a new subsection 8:

8. A private, non-bathroom space which may be used by an employee to express breast milk.

HOUSEKEEPING

12. **Article IX, Section B.2 - Temporary Leaves Of Absence**

Amend to read as follows:

2. No more than eight (8) Association representatives and no more than four (4) teachers per building will be granted the time necessary to attend the annual Massachusetts Teachers' Convention. ~~Up to two (2) days with pay shall be granted to the Treasurer of the Association, or designee for required appearances at the Labor Relations Commission relative to agency fee matters.~~

13. **Article XIII, Section A – Sick Leave Buy Back**

Amend to make existing language a new Section 1 and Title “*Sick Leave Buy Back Upon Retirement/Resignation.*”

14. **Article XII, Section I/Article XIII, Section B – Annual Sick Leave Buy Back**

Move Article XII, Section I to Article XIII, as a new Section 2, titled “*Annual Sick Leave Buy Back*” and amend to read as follows:

Effective September 1, ~~2018~~ **2020** any teacher with ~~135 the total number of~~ accumulated sick leave days ~~set forth herein~~ may return a maximum of five (5) of those days to the school system at the end of the school year in return for compensation of One Hundred Twenty Five Dollars (\$125.00) for each day so returned.

~~Effective September 1, 2018 – 145 days of accumulated sick leave;~~

~~Effective September 1, 2019 – 140 days of accumulated sick leave; and,~~

~~Effective September 1, 2020 – 135 days of accumulated sick leave.~~

Notification of intent to exercise this option must be given to the Superintendent in writing not later than December 31 annually. To be eligible for this benefit an

employee must complete the school year. Payment will be made on or about July 1.

15. **Article XIX, Section J – Marlborough High School Advisories**

Delete in its entirety and renumber following Sections:

~~J. — Marlborough High School Advisories:~~

- ~~1. — The purpose of advisories shall be to encourage conversation and rapport between students and staff. Advisories shall not replace specialized services, including but not limited to: social workers, guidance counselors, school psychologists, and nurses.~~
- ~~2. — Advisory responsibility will be equitably divided among all bargaining unit members.~~
- ~~3. — Marlborough High School will integrate thirty (30) minutes or less of advisory time each cycle.~~
- ~~4. — Advisors will be assigned a group of students no larger than a typical homeroom.~~
- ~~5. — Teachers will not be formally observed or evaluated during advisories. Advisors shall not be required to create formal lesson plans. Age appropriate materials and activators for discussion will be provided, as a resource. Advisors shall not assess students in their advisories with formative or summative assessments nor shall students receive grades for advisories. There will be no reduction in prep time as stipulated in this Agreement.~~
- ~~6. — Student attendance will be recorded.~~
- ~~7. — The provisions of (Section I) Marlborough High School Advisories will be reviewed by May 15th of each year.~~

16. **Article XXIX – Longevity Payment**

Delete in its entirety and replace with “Intentionally Left Blank”

ARTICLE XXIX
LONGEVITY PAYMENT
Intentionally Left Blank

~~A nurse who is not on the teachers’ salary schedule shall receive a longevity payment, to be paid in a lump sum on July 1, on the basis of that nurse’s completion~~

~~of consecutive years of service. Said payment to be made in accordance with the following schedule:~~

18 – 21 years	————	\$200.00
22 – 24 years	————	\$300.00
25 – 29 years	————	\$400.00
30 or more years	————	\$500.00

~~For the purpose of this article, “consecutive years of service” shall mean length of a said nurse’s uninterrupted service in years in the bargaining unit. Unpaid, approved leaves of absence shall not be considered as breaks in said consecutive years of service, however, only years, months or days spent on paid leaves of absence shall be added to the computation of consecutive years of service.~~

17. Article XXX, Section B – Salary Column Change

Delete in its entirety and renumber existing sections. Note that the 4th Paragraph is being moved (with amendments noted) to Article XXVI, Lane Change.

~~Any teacher who anticipates a salary column change in September of a school year must notify the Superintendent of Schools, in writing, of the anticipated change prior to June 1 of the school year immediately preceding the school year in which the salary column change will take effect. Evidence of credits received must be submitted to the office of the Superintendent of Schools by October 1st of the school year in which the salary column change will take effect.~~

~~Any teacher who anticipates a salary column change in January of a school year must notify the Superintendent of Schools in writing, of the anticipated change prior to October 1 of the school year in which the salary column change will take effect. Evidence of credits received must be submitted to the office of the Superintendent of Schools by February 15 of the year in which the salary column change will take effect.~~

~~Effective September 1, 1990 teachers hired on or after said date shall move to the "+30" and "+45" lanes only if the credits were earned subsequent to the award of the appropriate degrees.~~

~~Effective February 2016, Paragraphs 1 and 2 shall no longer apply and any teacher who anticipates a salary column change in September of a school year must notify the Superintendent of Schools, in writing, of the anticipated change prior to February 1 of the school year immediately preceding the school year in which the salary column change will take effect. Evidence of credits received must be submitted to the office of the Superintendent of Schools by November 1st of the school year in which the salary column change will take effect. The salary change will be retroactive to the first day of work for the school year and payment will be made by the first payroll in December.~~

18. **Article XXVI – Lane Change**

Amend to read as follows and attached form as new Appendix J (see Exhibit A). Note that the new Section 1 was formerly Article XXX, Section B, paragraph 4, amended:

1. Effective February 2016, ~~Paragraphs 1 and 2 shall no longer apply and~~ any teacher who anticipates a salary column change in September of a school year must notify the Superintendent of Schools, of the anticipated change ~~prior to~~ **by February 1** of the school year immediately preceding the school year in which the salary column change will take effect. ***Such written notification must use the prescribed MEA Lane Change Request form attached hereto as Appendix J completed and filed with the Human Resources office by February 1.*** Evidence of credits received must be submitted to the ~~office of the Superintendent of Schools~~ **Human Resources Office** by November 1st of the school year in which the salary column change will take effect. The salary change will be retroactive to the first day of work for the school year and payment will be made by the first payroll in December.

- ~~1.2.~~ Teachers who participate in school and District-based mini-courses/study groups that focus on District and/or school goals that improve student performance are eligible to receive one (1) PDP per clock hour. In addition participants will receive one (1) credit for lane change/increment. Teachers may receive PDPs/one (1) lane change credit after the successful completion of a professional development program (minimum fifteen (15) hours on a topic) with an observable demonstration of learning that includes: pre/post test, written product or other documental product. The increase of ten (10) to fifteen (15) hours on a topic will become effective at the beginning of the 2013-2014 school year. Effective September 1, 2016 no more than fifteen (15) PDP/In-Service credits can be used for a lane change after the Masters Column. Movement beyond the Masters Column require graduate credits. For existing employees as of June 30, 2015, lane credits earned as of June 30, 2016 are grandfathered.

Assignments directly related to the topic or documental product are required by instructors. Since credit PDPs are awarded for completion of the mini-course/study group, attendance and participation are expected. The expectation is that participation allows staff the opportunity to apply ideas, concepts and materials developed during a mini-course in their classroom and enhance instructional practices. There are, however, circumstances that may prevent attendance at class. Instructors will determine an appropriate make-up assignment that must be completed within four (4) weeks of the last class and sent to the Office of Instructional Services. Failure to do so will result in neither credit nor PDPs being issued.

~~2.3.~~ Participation in local curriculum committees, or in special work required by the Principal, Superintendent or School Committee as being necessary to the improvement of the Marlborough Public Schools shall not be regarded as an alternative to the semester hour requirement except that if the work is unusually extensive, valuable and arduous, special consideration may be given to it in this respect.

~~3.4.~~ Credit Acceptance

In determining the schedule to apply to a particular teacher upon initial employment or upon transfer to a lane requiring greater academic qualifications, the Committee shall:

- A. accept a Bachelor's, Master's, CAGS or Doctorate Degree earned from an accredited institution;
- B. all graduate credits and degrees must be earned through an accredited institution. In addition, credits deemed acceptable by the Superintendent will be allowed for lane movement;
- C. credits to be applied for lane movement beyond the Master's column need not be within a degree program.
- D. Graduate level credits can only be applied once to a lane change.
- E. *Effective September 1, 1990 teachers hired on or after said date, shall move to the appropriate "+30", "+45" and "+60" lanes only if the credits were earned subsequent to the award of the appropriate degrees.*

19. Article XXX, Section G – Nurses

Amend to delete in its entirety and renumber remaining sections:

~~Effective School Year 1997-1998, the nurses currently on the RN column shall be placed on the RN30 column at the appropriate step.~~

~~Effective in School Year 1998-1999, the nurses on the RN30 column during the 1997-1998 column shall be placed on the Bachelors column of the Teachers' Salary Schedule at step 5 and thereafter shall advance on said column.~~

20. **Article XXX, Section E – Longevity Steps**

Amend to read as follows:

Movement to *the Longevity Steps of 15 and 20* ~~of~~ *within* the Salary Schedule will be made only at the beginning of the 15th and 20th consecutive years of service *in a position covered by the Collective Bargaining Agreement.*

21. **Appendix A – Salary Schedule**

A. Delete RN column in its entirety.

B. Insert an asterisk (*) at Step 15 and 20 to read as follows:

**15*

**20*

** Movement to the Longevity Steps of 15 and 20 within the Salary Schedule will be made only at the beginning of the 15th and 20th consecutive year of service in a position covered by the Collective Bargaining Agreement.*

22. **Appendix D – Leadership Stipends**

At Category III, add: “Interventionist Coordinator”

23. **Appendix E – Student Activities/Advisor Stipends**

A. Change “Trivia (WGBH Quiz Show)” to “Trivia (*High School Quiz Show*)”

B. At Category V – Middle School, change:

- “Art Club 5/6” to “Art Club 6”
- “LGBTQ Alliance” to “Social Justice Club”
- “Future Problem Solvers 5/6” to “Future Problem Solvers 6”
- “Jazz Club 5/6” to “Jazz Club 6”
- “Robotics 5/6” to “Robotics 6”
- “Student Council Advisor 5/6” to “Student Council Advisor 6”

24. Appendix H – Evaluation

The agreed upon changes to Appendix H are attached hereto as Exhibit B.

25. The parties agree to incorporate gender neutral terms upon integration of this agreement into the successor collective bargaining agreement.

This Memorandum is subject to ratification by the Parties. The Parties agree to use their best efforts to obtain ratification by their respective bodies.

This Memorandum may be signed in counterparts, which together shall constitute an original. The Parties agree that signatures by fax and/or scanned and sent via email are acceptable as originals.

Signed by the duly authorized bargaining representatives on the dates set forth below:

**MARLBOROUGH SCHOOL
COMMITTEE**

**MARLBOROUGH EDUCATORS
ASSOCIATION**

Heidi Matthews

Eileen Barry

Date: _____

Date: _____



MEA
LANE CHANGE REQUEST
MARLBOROUGH EDUCATORS
ASSOCIATION

For Office Use Only
<input type="checkbox"/> Approved
<input type="checkbox"/> Denied
1. Approval Forms Missing
2. Unofficial Transcripts
3. Ineligible
_____ Official Signature
_____ Date

Deadlines:

** By February 1st - submission of completed Lane Change Request form and Course Approval forms must be received by the Human Resources Department for a salary change in the following school year.*

** By November 1st - submission of official transcripts as evidence of credits earned must be received by the Human Resources Department by November 1st of the school year in which the salary change will take effect. **

Official transcripts are accepted either hard copy, sealed and unopened or sent directly from the college/university electronically to HR.

Name (Print): _____ Hire date: _____

MPS School: _____

Current Lane: _____ Proposed Lane: _____

- I am submitting the below approved credits for advancement on the salary scale according to the regulations set forth by the Agreement between the Marlborough School Committee and the Marlborough Educators Association, Article XXVI.
- Attached are copies of all Course Approval forms that coincide with courses listed below.
- All courses completed between Current Lane and Proposed Lane must be listed below.

<u>AMT OF CREDITS</u>	<u>NAME OF INSTITUTION</u>	<u>FULL NAME OF COURSE</u>	<u>COURSE #</u>	<u>DATE OF COMPLETION</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL Signature: _____ Date: _____

Use the back of this page for additional courses.
5/2021

Exhibit B

Appendix H

APPENDIX H

EDUCATOR EVALUATION

Appendix H. Teacher and Caseload Educator Evaluation

Table of Contents

(1)	Purpose of Educator Evaluation	H-2
(2)	Definitions	H-2
(3)	Evidence Used in Evaluation	H-7
(4)	Rubric	H-8
(5)	Evaluation Cycle: Training	H-9
(6)	Evaluation Cycle: Annual Orientation	H-9
(7)	Evaluation Cycle: Self-Assessment	H-9
(8)	Evaluation Cycle: Goal Setting and Educator Plan Development	H-10
(9)	Evaluation Cycle : Observation of Practice and Examination of Artifacts–Educators without PTS	H-11
(10)	Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS	H-12
(11)	Observations	H-12
(12)	Evaluation Cycle: Formative Assessment	H-14
(13)	Evaluation Cycle : Formative Evaluation for Two-Year Self-Directed Plans Only	H-15
(14)	Evaluation Cycle: Summative Evaluation	H-16
(15)	Educator Plans : General	H-17
(16)	Educator Plans: Developing Educator Plan	H-18
(17)	Educator Plans: Self-Directed Growth Plan	H-18
(18)	Educator Plans: Directed Growth Plan	H-18
(19)	Educator Plans: Improvement Plan	H-19
(20)	Career Advancement	H-22
(21)	Timelines	H-23
(22)	Using Student feedback in Educator Evaluation	H-30
(23)	Using Staff feedback in Educator Evaluation	H-30
(24)	General Provisions	H-30
	Exhibit A – Educator Evaluation: Student Feedback	H-32

Appendix H. Teacher and Caseload Educator Evaluation

1) Purpose of Educator Evaluation

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

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

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

Appendix H. Teacher and Caseload Educator Evaluation

- 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 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 **or lower**.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 90 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- 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 a Superintendent who has primary responsibility for observation and evaluation. *All Evaluators must be licensed.* The Superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings. ~~Beginning with the 2018-2019 school year, the use of a secondary evaluator will be phased in, starting with those Educators who are on Year 1 of a Two Year Self-Directed Plan and any other Educator who~~

Appendix H. Teacher and Caseload Educator Evaluation

~~so requests. As of the start of the 2019-2020 year, all Educators will be assigned a secondary evaluator. All Developing Educators will be assigned a Primary and Secondary Evaluator. Developing Educators will be observed a minimum of one time by their Secondary Evaluator. The Primary and Secondary Evaluator will meet jointly with the Developing Educator at the end of the cycle. A Primary Evaluator will be assigned to all Professional Status Educators. The Secondary Evaluator will only become involved in the evaluation process for an Educator at the invitation of the educator. All Educators on a One-Year Directed Growth Plan will be assigned a Primary and Secondary Evaluator. The Secondary Evaluator will complete a minimum of one observation and will meet jointly with the Educator and the Primary Evaluator at the end of the cycle. Any Educator on an Improvement Plan will be assigned a Primary and Secondary Evaluator. The Primary and Secondary Evaluators will change from the Primary and Secondary Evaluator involved with the Directed Growth Plan. The Secondary Evaluator will complete a minimum of one observation and will meet jointly with the Educator and the Primary Evaluator at the end of the cycle.~~

- 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 administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the Superintendent will determine who the primary *and secondary* evaluators will be.
- ii) **Notification:** The Educator shall be notified in writing of his/her Evaluator and the plan on which he/she is placed on or before the Friday after Labor Day of each new evaluation cycle. The Evaluator may be changed upon notification in writing, and with two weeks' notice, 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

Appendix H. Teacher and Caseload Educator Evaluation

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, performance on Standards and Indicators of Effective Teaching Practice, or both.
- 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 teams, departments, or 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 Evidence of Student Learning:** ~~Measures must~~ Evidence may include a combination of classroom, school and district assessments, and student growth percentiles [such as MAP Growth or IXL on state assessments, if state assessments are available, and ELL student gain scores.](#) ~~This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance. (see the artifacts by standard list).~~ Artifacts supporting team goals can be collected and submitted jointly by the team. Each artifact can support more than one standard as well as student learning and/or professional practice goals. No more than 6-8 artifacts per submission deadline are required.
- R) ***Observation:** A data gathering process that includes notes and determinations made during one or more classroom or worksite visits(s) of at least 10 minutes duration by the Evaluator and may include examination of artifacts of practice including student work. –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.
- S) **Parties:** The parties to this agreement are the local school committee and the Marlborough Educator Association that represents the Educators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).

Appendix H. Teacher and Caseload Educator Evaluation

- T) ***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.

- U) ***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.

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

- W) **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)

Appendix H. Teacher and Caseload Educator Evaluation

vi) Attainment of Student Learning Goal(s)

X) ***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

Y) ***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.

Z) ***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.

AA) ***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~~ Evidence of student learning, growth, and achievement, which shall include:

i) ~~Measures~~ Evidence 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;

Appendix H. Teacher and Caseload Educator Evaluation

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

4) Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. ~~The districts may~~

Appendix H. Teacher and Caseload Educator Evaluation

~~use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.~~

5) ~~Evaluation Cycle: Training~~

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

6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by *the dates stated in Section 20* or within four weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

Appendix H. Teacher and Caseload Educator Evaluation

- (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
- (c) Proposed goals to pursue:
 - (1) At least one goal directly related to improving the Educator's own professional practice.
 - (2) 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 *the dates stated in Section 20* (or within four weeks of the Educator's first day of employment if the Educator begins employment after *the first day of school*) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. ~~In addition, the goals may address shared grade level or subject area team goals.~~

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

- A) Every Educator has an Educator Plan that includes, but is not limited to,

Appendix H. Teacher and Caseload Educator Evaluation

one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by *the dates stated in Section 20* 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 *the dates stated in Section 20* 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~~ **Educator completes submits** the Educator Plan by *the dates stated in Section 20*. **After the Evaluator** approves the Educator Plan, ~~within 5~~ **the Educator signs the plan** and may include a written response. **If the event revisions to the educator plan are requested by the Evaluator a meeting shall take place prior to the pace being accepted.** ~~The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.~~
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

Appendix H. Teacher and Caseload Educator Evaluation

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

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

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

11) Observations

The Evaluator's first observation of the Educator will take place by *the dates stated in Section 20*. Observations required by the Educator Plan will be completed by *the dates stated in Section 20*. 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

Appendix H. Teacher and Caseload Educator Evaluation

classroom visitations deemed useful by the Evaluator-

- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation, **generally after a post-observation meeting**. The written feedback shall be delivered to the Educator in a confidential manner, ~~i.e. in person, by email, placed in the Educator's mailbox or mailed to the Educator's home~~ **through the district's evaluation portal**.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator and Educator shall select the date and time of the lesson or activity to be observed and discuss any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - (1) 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.
 - (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
 - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but the meeting shall be rescheduled, within 24 hours, for a meeting within a reasonable amount of time.

Appendix H. Teacher and Caseload Educator Evaluation

- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference.

C) Observations Of Unsatisfactory or Needs Improvement Standards

- (a) For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1) Describe the basis for the Evaluator's judgment.
 - (2) Describe actions the Educator should take to improve his/her performance.
 - (3) Identify support and/or resources the Educator may use in his/her improvement.
 - (4) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) ~~No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator,~~ The Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. **It is recommended that** the educator ~~may~~ provide to the evaluator additional evidence of the educator's performances against the

Appendix H. Teacher and Caseload Educator Evaluation

four (4) Performance Standards.

- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
 - F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered in a confidential manner.
 - G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
 - H) The Educator shall sign the Formative Assessment report ~~by~~ within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - J) ~~If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.~~
- 13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
 - B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
 - C) ~~No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice 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. **It is recommended that** the educator ~~may~~ provide to the evaluator additional evidence of the educator's performances against the

Appendix H. Teacher and Caseload Educator Evaluation

four (4) Performance Standards.

- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered in a confidential manner.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by *the dates stated in Section 20*.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) The summative evaluation rating must be based on evidence from multiple categories of evidence. State assessment growth scores shall not be the sole basis for a summative evaluation rating.
- E) 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.
- F) ~~No less than two weeks before the due date for the Summative Evaluation~~

Appendix H. Teacher and Caseload Educator Evaluation

~~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. **It is recommended that the educator may provide to the evaluator additional evidence of the educator's performances against the four (4) Performance Standards.**

- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) ~~The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face to face, by email or to the Educator's school mailbox or home no later than the dates stated in Section 20.~~ **The Evaluator shall complete the Summative Evaluation report and provide a copy to the Educator. All Summative Evaluation reports must be signed by the Evaluator and delivered in a confidential manner.**
- I) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by *the dates stated in Section 20*.
- J) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by *the dates stated in Section 20*.
- K) ~~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.~~
- L) The Educator shall sign the final Summative Evaluation report by *the dates stated in Section 20*. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file - district's evaluation portal.**

15) Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned

Appendix H. Teacher and Caseload Educator Evaluation

to the standards and indicators and be consistent with district and school goals.

- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress **towards professional practice goals is required**. 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.
 - iv) **An outline of actions the Educator must take to attain the goals and benchmarks to assess progress towards student learning goals is required. Actions must include student learning data, actions to increase student learning, and benchmarks to measure progress. Examples may include District assessment data, student work samples, lesson plans, and PLC agendas.**
- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments **that require a different certification**.
- B) The Educator shall be evaluated at least annually.

17) Educator Plans: Self-Directed Growth Plan

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

18) Educator Plans: Directed Growth Plan

Appendix H. Teacher and Caseload Educator Evaluation

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement **on the Summative or Formative Evaluation.**
 - i) **Within ten school days of notification to the Educator that the Educator is being placed on a Directed Growth Plan, the Evaluator shall schedule a meeting with the Educator to jointly develop the Directed Growth Plan. The Evaluator retains final authority over the content of the Educator's Plan.**
 - B) **All Educators on a One-Year Directed Growth Plan will be assigned a Primary and Secondary Evaluator.**
 - C) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
 - D) *An Educator who is placed on a Directed Growth Plan due to a rating of Needs Improvement may request a meeting with the Superintendent for the purpose of reviewing the evaluation procedures and feedback and may request to be assigned a different Evaluator, at the discretion of the Superintendent.*
 - E) 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~~ the dates stated in Section 20.
 - F) 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.
 - G) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as **needs improvement or** unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.
- 19) **Educator Plans: Improvement Plan**
- A) An Improvement Plan is for those Educators with PTS **who completed a directed growth plan and** whose overall rating is **needs improvement or** 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 90 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
 - C) The Evaluator must complete a summative evaluation for the Educator at

Appendix H. Teacher and Caseload Educator Evaluation

the end of the period determined by the Evaluator for the Plan.

- D) All Educators on an Improvement Plan will be assigned a Primary and Secondary Evaluator. The Primary and Secondary Evaluators will change from the Primary and Secondary Evaluator involved with the Directed Growth Plan. The Secondary Evaluator will complete a minimum of one observation and will meet jointly with the Educator and the Primary Evaluator at the end of the cycle.
- E) An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- F) An Educator who is placed on an Improvement Plan due to a rating of Unsatisfactory may request a meeting with the Superintendent for the purpose of reviewing the evaluation procedures and feedback and may request to be assigned a different Evaluator, at the discretion of the Superintendent.
- G) 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.
- H) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) The Educator may request that a representative of the ~~Employee Organization/Association attend the meeting(s).~~ MEA attends the meeting(s).
 - iii) If the Educator consents, the ~~Employee Organization/Association~~ MEA will be informed that an Educator has been placed on an Improvement Plan.
- I) 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;

Appendix H. Teacher and Caseload Educator Evaluation

- 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, **secondary evaluator**
 - vii) Include the signatures of the Educator and Evaluator.
- J) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- K) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than *the dates stated in Section 20*. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

Appendix H. Teacher and Caseload Educator Evaluation

- (d) If the Evaluator determines that the Educator's practice remains at the level of **needs improvement or unsatisfactory, below** the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

20. Educator Evaluation Timelines pages H-24, H-25, H-26

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the Superintendent by *the first Friday in May*. The principal's decision is subject to review and approval by the Superintendent. A principal considering making an employment decision that would lead to early PTS for any Educator shall confer with the Superintendent by May 2. The principal's decision is subject to review and approval by the Superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary shall be recognized and rewarded with leadership roles, promotions, additional ~~compensation~~ **opportunities**, public ~~commendation~~ **recognition** or other acknowledgement as determined by the district through collective bargaining where applicable.

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22. Using Student feedback in Educator Evaluation

Student feedback will be utilized in the Educator Evaluation process pursuant to the terms set forth in the "Educator Evaluation: Student Feedback" document attached hereto as Exhibit A.

23. Using Staff feedback in Educator Evaluation

All Educators are ensured the opportunity to provide feedback on administrators in a manner that assures the confidentiality of the Educator.

24. General Provisions

- A) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence

Appendix H. Teacher and Caseload Educator Evaluation

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 **needs improvement or below 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.

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

*The parties agree that there will be a continuous need to review and revise this Evaluation Procedure by the **Joint Evaluation Committee**. To that end, the parties agree to the following:*

1. *To jointly review the Evaluation Procedure no later than June 1st of each school year;*
 2. *Said review shall include, but not be limited to, the parties amending, by mutual consent, collective bargaining issues, and adding any other aspect needed to implement and utilize the Evaluation Procedure; and*
 3. *To open the Evaluation Procedure to collective bargaining whenever DESE makes regulatory changes so that said changes can be implemented.*
- E) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

Appendix H. Teacher and Caseload Educator Evaluation

20. Timelines (Dates in italics are provided as guidance)

Activity:	Completed By:
Educators receive notification of their evaluator	Friday following Labor Day
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 17,2021 September 16,2022 September 15,2023
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1, 2021 October 7, 2022 October 6, 2023
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15, 2021 October 14, 2022 October 13, 2023
Evaluator Educator completes Educator Plans	November 5, 2021 November 4, 2022 November 3, 2023
Evaluator approves completed Educator Plan (5 days after submission)	November 12, 2021 November 10, 2022 November 10, 2023
Evaluator should complete first observation of each Educator	November 19, 2021 November 18, 2022 November 17, 2023
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 7, 2022 January 6, 2023 January 5, 2024
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 4, 2022 February 3, 2023 February 2, 2024
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 11, 2022 February 10, 2023 February 09, 2024
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 25, 2022 April 14, 2023 April 12, 2024

Appendix H. Teacher and Caseload Educator Evaluation

Evaluator completes Summative Evaluation Report	May 20, 2022 May 19, 2023 May 17, 2024
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 6, 2022 June 8, 2023 June 7, 2024
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10, 2022 June 12, 2023 June 10, 2024
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 12, 2022 June 16, 2023 June 14, 2024

A) **Educators on Plans of Less than One Year**

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

Appendix H. Teacher and Caseload Educator Evaluation

B) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes at least one unannounced observation	<i>April 1 of Year 1, 2022 April 7 of Year 1, 2023 April 5 of Year 1, 2024</i>
Evaluator completes Formative Evaluation Report	<i>June 3 of Year 1, 2022 June 2 of year 1, 2023 May 31 of Year 1, 2024</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June10 of Year 1, 2022 June 9 of year 1, 2023 June 7 of Year 1, 2024</i>
Evaluator completes Summative Evaluation Report	May 20 of Year 2, 2022 May 19 of Year 2, 2023 May 17 of Year 2, 2024
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of year 2, 2022 June 12 of Year 2, 2023 June 10 of Year 2, 2024
Evaluator and Educator sign Summative Evaluation Report	June 12 of year 2, 2022 June 16 of Year 2, 2023 June 14 of Year 2, 2024