

AGREEMENT

BETWEEN

MILTON SCHOOL COMMITTEE

AND

**MILTON EDUCATORS ASSOCIATION
UNIT B**

July 1, 2022

to and including

June 30, 2025

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THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN MILTON SCHOOL COMMITTEE (hereinafter referred to as the Committee) and the MILTON EDUCATORS ASSOCIATION (hereinafter referred to as the Association).

ARTICLE I RECOGNITION

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of collective bargaining agreements and any questions arising thereunder, the Committee recognized the Association as the exclusive bargaining agent and representative of the following professional employees (as such employees are defined in Section 178G of the General Laws of Massachusetts) of the Committee:

Unit B: Directors, Coordinators, Vice Principals of High School, Middle School Assistant Principals, Elementary School Assistant Principal/Curriculum Coordinators, Assistant Director of Pupil Personnel Services, and Department Heads.

Unless otherwise indicated, the employees in Unit B above will be hereinafter referred to as the Administrators.

ARTICLE II COMMITTEE RIGHTS CLAUSE

This Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this agreement shall derogate from the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules or regulations of agencies of the Commonwealth. The Committee retains those rights, powers and duties it now has, may be granted or have conferred upon it by law unless made pursuant to those matters reserved to it by this Article shall not be made the subject of the provisions of the grievance procedure nor the provisions of this Agreement pertaining to arbitration.

ARTICLE III DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of its employees covered by this Agreement dues for the Milton Educators Association, Massachusetts Teachers' Association, or the National Education Association, or any one of such associations as said employees individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Milton Educators Association. Authorizations will be in writing in the form set forth below:

"DUES AUTHORIZATION CARD"

Name:

Address:

I hereby request and authorize the Milton School Committee to deduct from my earnings and transmit to the Treasurer of the Milton Educators Association the amount indicated in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability therefore.

- B. Deductions referred to in Section A will be made in equal installments on alternating pay days during the school year. The Committee will not be required to honor any deductions or authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- C. No later than September 30 of each year, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues. The Association will notify the Committee monthly of any changes in said list. Any employee covered by this Agreement, desiring to have the Committee discontinue deductions he has previously authorized must notify the Association concerned in writing by September 15 of each year for that school year's dues.
- D. The Committee agrees to comply with M.G.L. c. 71 s 37B regarding the time lines for transmittal of annuity deductions.

**ARTICLE IV
NO STRIKE CLAUSE**

No administrator covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services.

**ARTICLE V
SAVINGS CLAUSE**

Any practice or precedent which has not been modified, altered or amended by the provisions of this Agreement shall remain in effect for the term of this Agreement.

ARTICLE VI GRIEVANCE PROCEDURE

- A. Definition: For the purposes of this Agreement, a grievance will be defined as a dispute between an administrator covered by this Agreement or the Association and the Committee over the interpretation or application of an expressed written provision of this Agreement or an alleged inequitable or discriminatory treatment of a member of the bargaining unit.
- B. Procedure: Since it is important that grievances be processed as rapidly as possible, the number of days included at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
1. Level One - An administrator covered by this Agreement who has a grievance shall discuss it with the Superintendent either personally or through the appropriate representative within fifteen (15) regular working days from the date on which the incident giving rise to the grievance has occurred or when the administrator has knowledge of such incident.
 2. Level Two - If the grievant is not satisfied with the decision of the Superintendent, or their designee, or if no decision has been reached within ten (10) regular working days after the conference, an appeal may be made to the Committee by the grievant. Such appeal shall be in writing, setting forth the details of the grievance, and the applicable provisions of this Agreement. The Committee shall confer with the grievant and/or the appropriate representative of the Association if any, at an executive session at the regularly scheduled meeting next following receipt of the written appeal.
 3. Level Three - If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly scheduled meeting of the Committee next following the conference, the Association may, within fifteen (15) school days thereafter, submit the grievance to arbitration as provided in this Agreement.

ARTICLE VII ARBITRATION

The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not mutually select an arbitrator within ten (10) school days from the date of submission of the grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitration Association. The parties shall determine by lot which party is to strike the first name and the name remaining after each has eliminated two (2) shall be the arbitrator.

The arbitrator shall be bound by the written submission of both parties of the grievance. The arbitrator's decision shall not extend beyond said submission nor alter, amend or modify the

provisions of this Agreement. Nor shall the arbitrator render a decision which shall impinge upon any of the reserved rights and duties of the Committee.

Further, the arbitrator shall render their decision within thirty (30) calendar days from the date of the completion of the hearings, which decision shall be final and binding on both parties to this Agreement.

Both parties shall share equally the expenses of such arbitration.

ARTICLE VIII SICK LEAVE

- A. (1) Those members of the bargaining unit covered by this agreement who work one hundred and ninety-four (194) days shall receive fourteen (14) days sick leave per school year with unlimited accumulation.
- (2) Those members of the bargaining unit covered by this agreement who work two hundred (200) days shall receive fifteen (15) days sick leave per school year with unlimited accumulations.
- (3) Those members of the bargaining unit covered by this agreement who work two hundred and ten (210) days shall receive sixteen (16) days sick leave per school year with unlimited accumulations.
- (4) By October 31st of each year, employees covered by this Agreement will receive written notification of their accumulated sick leave from the previous year and their status with the Sick Leave Bank as of September 15th.
- B. Administrators who retire, resign, or die after ten (10) consecutive years of employment in the Milton Public Schools shall be compensated for unused, accumulated sick leave. Such payments shall be made at thirty (30) percent of the unused, accumulated sick leave based upon the per diem rate of teacher substitutes' pay in effect at the time of death, retirement or resignation.
- In the event of death, payment shall be made to the estate of the administrator.
- The Superintendent shall be notified in writing of an administrator's plan to retire or resign no later than October 1 of the year preceding the retirement or resignation.
- C. Sick days may be used for the following purposes only:
- Employee's illness or medical care

- Illness of a member of the employee’s immediate family (“immediate family” as defined by the Family & Medical Leave Act)
 - For the care of the employee or an immediate family member under the Family & Medical Leave Act
 - Pursuant to the Massachusetts Parental Leave Act (M.G.L. Chapter 149, Section 105D)
- D. A note from a medical professional (e.g., doctor, physician’s assistant, nurse practitioner or psychologist) may be required after an illness of five (5) consecutive days for the employee or a member of the employee’s immediate family.
- E. With the approval of the Superintendent, a sick day may be converted to a personal day to observe a Religious Holiday (see Article XV, Temporary Leaves of Absence).

**ARTICLE IX
SICK BANK**

Members of Unit B will be permitted to join the Sick Bank as established in the Unit A contract.

**ARTICLE X
WORK YEAR**

- A. Administrators will work a ten (10) month year from the Monday preceding Labor Day to June 30 and be granted all school vacations unless specifically requested by the Superintendent to perform certain normal administrative duties.

Employees covered by this section may be required to work up to eighteen (18) additional days for which reasonable notice will be provided by the Superintendent or their designee. Any employee required to work any of said 18 days will be compensated at their per diem rate.

- B. Employees covered by this Agreement shall work the days when teachers are required to work and at least three (3) days of each employee’s work year must be worked the week before school begins in September; specifically, the Tuesday, Wednesday and Thursday of the week before school begins. Further, each employee will provide to the Assistant Superintendent of Personnel and Curriculum their proposed schedule for the remaining work days by September 15th of each year. The proposed schedule may be amended at any time provided the employee submits advance written notification to the Assistant Superintendent of Personnel and Curriculum.
- C. The work year for administrators covered by this Agreement shall be:

1. 210 days
 - a. High School Vice Principal (1)*

- b. Middle School Assistant Principal (1)*
- c. Athletic Director
- d. Director of School Counseling 6-12

*At such time as the 210 day High School Principal and Middle School Assistant Principal positions become vacant following the 2022-2023 school year, they shall be posted as 200 day positions and removed from Section C.1 of this Article.

- 2. 200 days
 - a. High School Vice Principal
 - b. Director of World Languages
 - c. Middle School Assistant Principal
 - d. District Director of Educational Technology
 - e. Assistant Director of Pupil Personnel Services
 - f. K-12 Mathematics Director
 - g. District Fine Arts Director
 - h. District Director of Health and Wellness **
 - i. Elementary Assistant Principal and Curriculum Coordinator
 - j. K-8 Science Coordinator
 - k. K-8 ELA Coordinator
 - l. 6-12 Social Studies Coordinator
 - m. 6-12 Special Education Coordinator**
- 3. 194 days
 - a. Nurse Director
 - b. Department Heads
 - c. Elementary Social Studies Coordinator
 - d. Early Childhood Coordinator

**The Committee agrees to add the Director of Health and Wellness and 6-12 Special Education Coordinator positions and to advocate for funding these positions in the FY 25 Milton Public School budget, but cannot guarantee such funds will be available to fill these positions.

D. Any administrator, regardless of the length of their work year, may request in writing, authorization from the Superintendent to work additional days. Authorized days are those days that receive the written advance approval of the Superintendent or her designee. These additional days shall be compensated at the true per-diem rate (annual salary divided by scheduled number of days in the work year). This payment shall be made within thirty (30) days of the additional day(s).

ARTICLE XI WORKDAY

The workday for the Administrators will be regulated by the individual so their professional obligations may be fulfilled, subject to approval of the Superintendent of Schools.

Teaching Load

- A. The following positions shall not be scheduled to teach, except in extraordinary circumstances, but may request to do so:
- Middle School Assistant Principal
 - High School Vice Principal
 - Middle School Assistant Principal
 - K-12 Mathematics Director
 - Elementary Assistant Principal and Curriculum Coordinator
 - Director of World Languages
 - Director of School Counseling 6-12
 - District Director of Educational Technology
 - K-8 Science Coordinator
 - K-8 ELA Coordinator
 - Early Childhood Coordinator
 - Elementary Social Studies Coordinator
 - Assistant Director of Pupil Personnel Services
- B. The following positions may be assigned not more than two (2) classes to teach:
- Department Head
- C. 1. The following positions may be assigned not more than one (1) class to teach:
- 6-12 Social Studies Coordinator
 - Director of Fine Arts
 - Director of Health and Wellness
 - 6-12 Special Education Coordinator
2. The Administrators listed in (1) above who are assigned to teach will be given preference to the level and courses they will teach and the principal will give due consideration to this preference and will accommodate it provided it does not conflict with the best interests of students as a determined by the principal. In any year in which an Administrator is required to teach, that Administrator's work year shall be increased by five (5) days which shall be compensated at their per diem rate.

**ARTICLE XII
ADMINISTRATOR EVALUATION**

- A. The Committee will continue to monitor or observe the work performance of Administrators with full knowledge of the Administrator. Administrators will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors.
- B. 1) Administrators will have the right, upon reasonable request, to review the contents of their personnel file. An Administrator will be entitled to have an appropriate representative of the Association accompany him/her during such review.

 (2) No material derogatory to an Administrator's conduct, service, character, or personality will be placed in their personnel file unless the Administrator has had an opportunity to review the material. The Administrator will acknowledge that they have had the opportunity to review the material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any complaints regarding an Administrator made to any member of the Administration by any parent, student, or other person, which is worthy to be placed in the Administrator's personnel file will be promptly called to the attention of the Administrator.
- D. No Administrator will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- E. If an Administrator is to be disciplined or reprimanded formally by a member of the Administration above the level of the Principal, they will be entitled to have a representative of the Association present.
- F. The Committee shall evaluate the Administrators in accordance with the Regulations on Evaluation of Teachers and Administrators (603 CMR 35.00) and the Performance Standards attached hereto as Appendix A.

**ARTICLE XIII
NO DISCRIMINATION**

There shall be no discrimination against any administrator covered by this Agreement because of race, creed, color, religion, national origin, gender, sexual orientation, gender identity or marital status.

**ARTICLE XIV
CONSULTATIONS**

There shall be periodic consultation between administrators and the Superintendent at times mutually agreed upon.

Additionally, there shall be consultation between members of this bargaining unit, by its appropriate representatives and the School Committee on matters of mutual concern, no more than four (4) times during the school year.

Two Unit B members will be allowed to review the chart listing the assignment of evaluators to educators prior to the final assignments of evaluators. The two MEA-appointed Unit B members can provide input and suggestions to the Administration within forty eight (48) hours. In the event that a suggestion is not accepted by the Administration, explanations will be provided, if appropriate.

Effective for the 2023-2024 school year, all members of Unit B will be certified within two years of hire into a Unit B position and be capable of evaluating educators annually. Evaluation caseloads will be distributed equitably according to content-area expertise, licensure, and balance of other job responsibilities. In the event a Member of Unit B is not qualified to complete evaluations, the Superintendent of Schools shall determine who, outside of Unit B, shall complete such evaluations.

**ARTICLE XV
TEMPORARY LEAVES OF ABSENCE**

- A. There shall be allowed a maximum of four (4) days personal emergency leave with full pay during each school year for administrators according to the following provisions: Two (2) day's leave will be granted without any reason being required. Such leave shall not be taken for a regularly-scheduled work day immediately preceding or subsequent to normal school recess or school holiday. The remaining two (2) of these days will require that a reason be given subject to the approval of the Superintendent or the Superintendent's designee and according to the following reasons:
1. Religious Holidays (with the approval of the Superintendent, a sick day may be converted to a personal day to observe a Religious Holiday (see Article VIII, Sick Leave))
 2. Mandatory court requirements (excluding jury duty per M.G.L. Chapter 234A, section 48)
 3. Legal business that cannot be transacted at any other time
 4. Professional -
 - a. Degree - graduation - self
 - b. Graduation of wife/husband, son and/or daughter
 - c. Recipient of outstanding academic achievement or awards

5. Illness or hospitalization of member of immediate family, inclusive of wife/husband, son and/or daughter, sister or brother, parents or grandparents.
6. Death - family (not immediate), friend
7. Any other reason approved by the Superintendent or Superintendent's designee.

For permission to be granted personal leave must be sought and obtained in writing from the Superintendent of Schools or the Superintendent's designee prior to the date on which leave is requested. In the event that an administrator is to take one (1) day leave, above, then said administrator must submit in writing notice that such leave is to be taken twenty-four (24) hours prior to the leave day.

Under certain emergency situations a verbal request and/or notice may take the place of an advance request and/or notice, subject to the approval of the Superintendent of Schools or the Superintendent's designee.

Up to two (2) days of unused personal emergency leave annually shall be converted to sick days.

- B. Administrators shall have five (5) days exclusive of weekends and/or holidays, with pay, during each school year, each time there is a death in the immediate family which may include the following members: spouse, father, mother, sister, brother, son, daughter, and grandchildren. Three (3) days absence, with pay, during each school year, each time there is a death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, and grandparents. Two additional days may be granted upon request.
- C. The Association's President or designee shall be granted a total of ten (10) days' leave with pay to attend hearings at the Commonwealth's Labor Relations Commission and/or at arbitration hearings, held pursuant to Article VI, supra; provided, however, such hearings are held during the normal work hours of employees covered by this Agreement. These days shall not accumulate from year to year.
- D. The Association's President or designee shall also be granted up to ten (10) days leave with pay to attend to Association business. The Association will be responsible for the cost of a substitute.

ARTICLE XVI EXTENDED LEAVES OF ABSENCE

- A. The Committee agrees that one (1) administrator per year of this Agreement designated by the Association will, upon reasonable request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (state or national) activities.

It is agreed between the parties to this Agreement that if an administrator who takes a leave of absence pursuant to this Section does not return at the end of two (2) years, said administrator will be presumed to have resigned from the Milton Public School System.

- B. A leave of absence without pay of up to two (2) years will be granted to one (1) administrator per school year who joins the Peace Corps or serves as an administrator in an exchange program approved by the Superintendent; and provided further said administrator is a full-time participant in either of the afore described programs.

It is agreed between the parties to this Agreement that if an administrator who takes a leave of absence pursuant to this Section does not return at the end of two (2) years, said administrator will be presumed to have resigned from the Milton Public School System.

- C. Maternity leave up to two (2) years without pay will be granted. During pregnancy, continued employment will depend solely on the physical condition of the administrator insofar as it relates to her capacity to fulfill the obligations of her position. Appropriate medical evidence of illness will be required prior to returning from such leave. While on maternity leave, an administrator may continue participation in the group health plan, provided she pays 100% of the premium.
- D. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the administrator's immediate family.
- E. The Committee will grant a leave of absence not to exceed six (6) years, without pay or increment to any administrator to serve in an elective state or federal office.
- F. The Committee may allow up to a two (2) year leave of absence without pay or increment for an administrator. Said action by the Committee will be without precedent for future requests for such leaves.
- G. All requests for extensions or renewals of leaves will be applied for in writing; and, if granted, will be done so in writing.
- H. Additional Leaves including, but not limited to, career transition leaves, may be granted at the discretion of the Committee. Said action by the Committee will be without precedent for future requests for said leave.
- I. In the event of a leave pursuant to this Article being granted to an administrator during the school year, said administrator will be granted and take the leave for the remaining portion of the school year; and shall notify the Superintendent in writing no later than March 15 if leave began prior to January 1, but not later than June 1 otherwise, of their intention to return at the commencement of the next school year unless said requirement is specifically and in writing waived by the Superintendent. This Section shall not apply to any leave of absence granted pursuant to the Family and Medical Leave Act as set forth in section (J) below.
- J. The Committee shall grant leaves in accordance with the Family and Medical Leave Act. Issues pertaining to this act, insofar as they are mandatory subjects of bargaining under Massachusetts General Laws, will be impact bargained.

**ARTICLE XVII
SABBATICAL LEAVE**

- A. Upon recommendation by the Superintendent, sabbatical leave may be granted for the study or travel and study to an administrator by the Committee, subject to the following conditions:
1. No more than one (1) administrator will be absent on sabbatical leave at any one time.
 2. Requests for sabbatical leave must be received by the Superintendent in writing on such forms as may be required by the said Superintendent no later than December 15, and action must be taken on all such requests no later than May 15 of the school year preceding the school year for which the sabbatical leave is requested.
 3. The administrator has completed at least five (5) consecutive full school years on the teaching staff of the Milton Public School System.
 4. Administrators on sabbatical leave will be paid at fifty (50) percent of their regular salary rate for a full year's leave, and 100% of their regular salary rate for one-half (1/2) years leave, provided that such pay, when added to any program grant, will not exceed the regular salary rate.
 5. An administrator granted sabbatical leave shall make a detailed report of the experiences gained while on said leave.
 6. An administrator applying for sabbatical leave may be requested to appear before the Committee and explain the purpose of their request.
 7. The administrator granted a leave pursuant to this Section shall agree to return to employment in the Milton Public Schools for a time equivalent to twice the amount of sabbatical leave taken.
- B. The Committee may grant leaves of absence with pay or without pay for reasons in addition to those agreed upon by the Committee and the Association for administrators, to members of this bargaining unit, upon recommendation of the Superintendent of Schools.

**ARTICLE XVIII
PROFESSIONAL IMPROVEMENT**

- A. The Committee may make payment to administrators of an amount to be agreed upon for tuition costs at accredited colleges, upon recommendation of the Superintendent of Schools.

An administrator who anticipates taking a course will make a written application. The administrator shall describe the course and give their reason(s). A written response from the Superintendent will be given to the employee prior to the start of the course. If payment is not granted, a written reason will be given to the administrator.

B. Professional Development Opportunities:

1. Professional Development: Employees covered by this Agreement will be required to work an additional twenty (20) hours of professional development each school year. These days will be scheduled on the school calendar no later than September 15th of each school year. When professional development is scheduled after school, it shall begin at the end of the student day.
2. With prior approval of the Superintendent, or designee, employees may fulfill this professional development obligation in an alternative manner.

C. Additional Professional Development Opportunities:

The Committee will create a pool of ten thousand dollars (\$10,000) annually in order to pay the reasonable expenses (including tuition, fees, meals, lodging and/or transportation) incurred by administrators who complete coursework, attend workshops, seminars, conferences, or other professional improvement sessions with the advance approval of the Superintendent. Unit members will be eligible for an annual maximum of \$1,000 per individual of reimbursement from this pool. In the event applications exceed the funds available in the pool, awards will be made on an equitable rotating basis.

D. Each administrator may be granted upon reasonable request at least one day's leave of absence with full pay to explore and investigate educational programs.

- E. 1. There shall four (4) full days of professional development during the school year.
2. In addition, each administrator will be responsible for ten (10) hours of professional development each year (July 1st through June 30th). The School Department will publish annually a list of professional development offerings. An administrator may satisfy the ten (10) hours of professional development off-site and in small increments with the prior approval of Superintendent of Schools or the Assistant Superintendent for Personnel and Curriculum. Any course that benefits students or improves curriculum and instruction will be approved. Courses taken for lane changes will not be credited toward the ten (10) hours of professional development. The ten hours may not be completed during the regular work day and failure to complete the ten (10) hours by June 30th of each year will result in a deduction of the equivalent of a day's pay.

3. With prior approval of the Superintendent or Assistant Superintendent for Personnel and Curriculum, administrators may fulfill this professional development obligation in an alternative manner

ARTICLE XIX PROTECTION

- A. Administrators will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent in writing.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the administrator, the police, and the courts.

ARTICLE XX PERSONAL INJURY BENEFITS

Whenever an administrator is absent from school as a result of personal injury caused by an accident occurring in the course their employment, they will be paid their full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury. For the first thirty (30) work days, no part of such absence will be charged to their accumulated sick leave. Thereafter, the administrator may elect to use accumulated sick time or the sick leave bank (if eligible) to make up the difference between any workers' compensation and their full salary.

For injuries resulting from assault or which are construction-related, an administrator will be paid their full salary, less the amount of any workmen's compensation award made for temporary disability due to said injury and no part of such absence will be charged to their accumulated sick leave.

ARTICLE XXI SALARIES

- A. The Superintendent shall determine the initial placement of Administrators on the salary schedule.
- B. An Administrator on steps 1 through 12 will advance one step along the salary scale at the beginning of each contract year and shall advance to step 15 at the beginning of their fifteenth year of service in Unit B or at the beginning of their thirtieth year of service in the district. An administrator will advance to step 20 at the beginning of the fifth year after advancing to step 15. Effective July 1, 2024, Step 20 will be renumbered as Step 15 and members will advance to Step 15 at the beginning of their 15th year in the District.

C. The schedules set forth the below are based on a 189 day work year

2%	FY 23		
<u>Step</u>	<u>M/B30</u>	<u>M30/B60</u>	<u>M45/B75</u>
1	94,134	101,978	107,208
2	97,621	105,464	110,696
3	101,222	109,302	114,688
4	105,404	113,767	119,342
5	106,236	114,599	120,175
6	107,066	115,430	121,007
7	108,410	116,795	122,385
8	109,753	118,160	123,762
9	110,327	118,755	124,370
10	110,908	119,354	124,985
15	113,945	122,559	128,302
20	115,314	123,928	129,671

3%	FY 24		
<u>Step</u>	<u>M/B30</u>	<u>M30/B60</u>	<u>M45/B75</u>
1	96,958	105,037	110,424
2	100,550	108,628	114,016
3	104,258	112,581	118,128
4	108,566	117,180	122,922
5	109,423	118,037	123,781
6	110,278	118,893	124,637
7	111,662	120,299	126,056
8	113,046	121,705	127,475
9	113,637	122,317	128,101
10	114,235	122,935	128,734
11	115,735	124,435	130,234
15	117,364	126,236	132,151
20	118,773	127,646	133,561

2.5%	FY 25		
<u>Step</u>	<u>M/B30</u>	<u>M30/B60</u>	<u>M45/B75</u>
1	99,382	107,663	113,185
2	103,064	111,344	116,867
3	106,865	115,396	121,082
4	111,280	120,109	125,995
5	112,159	120,988	126,875
6	113,035	121,866	127,753
7	114,454	123,306	129,208
8	115,872	124,747	130,661
9	116,478	125,375	131,303
10	117,091	126,008	131,953
11	118,628	127,546	133,490
12	120,298	129,392	135,455
15	121,743	130,837	136,900

- D. Unit members who are assigned to longer work year (e.g., 210 days, 219 days) shall be paid proportionally higher.
- E. Administrators with a second Master's Degree in the Field shall receive a stipend of \$500.00 per year provided approval is granted by the Professional Improvement Committee. Masters-in-the-field shall recognize Masters in supervision and evaluation, curriculum and instruction, or administration as well as those degrees granted in the individual's curriculum areas. Any member of Unit B receiving this stipend as of the 2022-2023 school year shall continue to receive such stipend.
- F. One unit B member shall be appointed each year by the bargaining unit to serve on the Professional Improvement Committee. (PIC).
- G. An employee covered by this Agreement shall receive a stipend of \$1,500.00 if they have earned a C.A.G.S. in their field or shall receive a stipend of \$2,800.00 if they have earned a doctorate in their field.
1. "In their field" shall be defined as courses taken in the evaluation and/or, improvement of instruction; curriculum; administration; and/or, supervision.
 2. Only subject matter courses taken after a unit member has become an administrator and/or other courses taken that are related to the individual's duties as an administrator shall be considered taken in their field, provided the Superintendent has given their approval for courses not yet taken, and courses already taken shall be subject to the approval of the Superintendent before the granting of an additional stipend.

H. Each Administrator shall receive commencing in their fifth (5th) year through their ninth (9th) year in the District one thousand one hundred (\$1,100.00) dollars. Commencing in their tenth (10th) year through their fourteenth (14th) year in the District, one thousand three hundred fifty (\$1,350.00) dollars and commencing in their fifteenth (15th) year through their nineteenth (19th) year in the District one thousand six hundred (\$1,600.00) dollars. Commencing in their twentieth (20th) year through their twenty fourth (24th) year in the District one-thousand eight hundred and fifty (\$1,850.00). Commencing in their twenty-fifth (25th) year in the District, members of the Bargaining Unit shall receive \$2,500.

I. Employees covered by this Agreement with twenty (20) years of service in the Milton Public Schools may elect a longevity payment of \$4,000.00 per year for three (3) consecutive years. The longevity payments specified in the previous paragraph will cease upon exercising the three year option set forth herein. Employees who wish to exercise this option must notify the Superintendent in writing by January 15 of the school year preceding the school year in which the longevity under this option is to be paid. At least two (2) employees will be approved each year under this option.

In the event that an annual budget does not accommodate all employees who have notified the Superintendent that they wish to take this option, employees will be selected by seniority which shall be defined as the employees total number of years in the Milton Public Schools in Unit A, Unit B or, if applicable, as a building principal. If any employees are denied this option due to budgetary reasons, they will be placed at the top of the list of employees choosing this option for the next school year regardless of their comparable seniority to those employees choosing the option for the first time in the next year.

L. All longevity benefits shall be paid in a lump sum in the first paycheck in December of each year.

M. An Administrator who obtains National Teacher Certification shall receive a stipend of seven hundred-fifty (\$750.00) dollars per year in accordance with the Professional Improvement Committee guidelines.

N. All positions and their stipends listed in Appendix B (Additional Remuneration) and Appendix C (Coaching Stipends) from the Unit A collective bargaining agreement are hereby incorporated by reference into this Article.

ARTICLE XXII FRINGE BENEFITS

A. Administrators will not be required to be on duty on emergency "No School" days.

- B. All Administrators who use their automobiles on school business shall be compensated at the mileage rate determined by the Town.
- C. The Committee shall establish an interschool mail service to operate on a regular basis. No Administrator shall be required to pick up or deliver interschool mail.
- D. All administrators shall be reimbursed, with the prior approval of the Superintendent or their designee and subject to available funds, for expenses incurred in joining or maintaining membership in professional organizations which are related to their administrative responsibilities.
- E. The Parties agree that effective January 1, 2020, the non-Medicare plan choices will be;
 - Blue Cross Blue Shield Network Blue Deductible HMO
 - Harvard Pilgrim Health Care Best Buy HMO
- F. During the period January 1, 2020 through June 30, 2022, the Town will not make plan design changes to its health insurance offerings.
- G. The plan design for, including out-of-pocket maximums and deductibles, are attached to this Agreement as Appendix B and incorporated herein.
- H. For the 2023-2024 plan year, the Town shall offer an “opt-out” program for employees who are enrolled in a Town sponsored health insurance plan. The Town will have no obligation to offer this opt-out program after June 30, 2024. The terms of the opt-out program are as follows;
 - 1. In order to be eligible for the program, members must (1) be currently enrolled in a health insurance plan through the Town of Milton for at least two consecutive years immediately preceding the requested date of termination, and (2) maintain creditable health insurance coverage through a plan not offered by the Town of Milton.
 - 2. The annual opt-out program is effective for the July 1, 2023 plan years at a rate of \$2,500 for individual subscribers and \$5,000 for family subscribers.
 - 3. Employees who opt-out in writing by June 1 for a full year for the July 1, 2023 plan year will receive the opt-out payment in the first June pay period of 2024. (Example, if an employee opts-out in writing by June 1, 2023, of a family plan effective July 1, 2023, the employee will receive the \$5,000 payment in June of 2024.)
 - 4. Employees who are enrolled in a Town plan as of July 1, 2023 and who then enroll in a spouse’s plan who is not employed by the Town during the benefit year shall be entitled to a pro-rate share of the opt-out payment amount.

5. Employees who are properly enrolled in the opt-out program and retire or resign their employment with the Town prior to receipt of the opt-out payment will be entitled to a pro-rate share of the opt-out payment amount.
6. In no event will an employee be eligible to receive an opt-out payment if the employee is enrolled in a Town-offered plan as either a subscriber or dependent.

ARTICLE XXIII REDUCTION IN FORCE CLAUSE

I. Reduction In Force

The School Committee retains the right to reduce the number of administrators on its staff. Whenever such a reduction is necessary, it shall be achieved as far as possible through leaves of absences, resignations, early retirements, voluntary transfers and other attrition. An administrator who has served more than three (3) years shall not be laid off if there is an administrator in the same discipline who has not served three (3) years whose position the administrator who has served three (3) years is certified to fill.

In determining the order in which the administrators shall be laid off within the separate groups of administrators who have served more than three (3) years and administrators who have not served three (3) years, layoffs shall be conducted within disciplines based on an administrator's job performance and the best interest of the students.

Job performance and the best interests of the students are defined as the administrator's academic preparation and past summative overall evaluation ratings as compared to other administrators' academic preparation and past summative overall evaluation ratings in the discipline targeted to be reduced.

Summative overall evaluation ratings of Meets the Standards of the Milton Public Schools (for evaluations prior to 2013-2014), Proficient and Exemplary shall be considered equal. The number of summative evaluations compared will include all those evaluations written for administrators during the time equal to the most recently hired administrator with more than three (3) years of service in the targeted discipline.

Points will be awarded in each of these areas under the following definition.

A. Academic Preparation:

Academic preparation will be the educational level achieved as specified in the PIC guidelines; that is, Master's (M) or Bachelor's + 30 (B+30), Master's + 30 (M+30) or Bachelor's + 60 (B+60), Master's + 45 (M+45) or Bachelor's + 75 (B+75).

Points will be awarded once based upon your current academic preparation level at the time of the layoff. Points will be awarded as follows:

B+30, B+60, B+75 = 1 point

M, M+30, or M+45 = 2 points

B. Evaluation:

Points will be awarded for each applicable evaluation as follows:

Proficient / Exemplary = 2 points / evaluation

Needs Improvement = 1 point / evaluation

Unsatisfactory = 0 points / evaluation

The person with the least number of points within a given discipline will be the first to be laid off and, in like manner, the second to be laid off, etc. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior administrator in the discipline targeted laid off first.

II. Discipline

- A. No administrator may "bump" to a position which would be considered a promotion - i.e. - more responsibility and/or higher salary rate. Therefore, discipline for assistant principals will be - junior high (middle school), high school.
- B. Assistant or vice principals may only "bump" in their discipline.
- C. Directors may only "bump" within their discipline.
- D. If an administrative position is eliminated or an administrator is "bumped," said administrator will be offered a position in Unit A in compliance with *the law*. If said administrator chooses not to accept a position in Unit A, they will in any event retain full recall rights to Unit B.
- E. After an administrator becomes a member of Unit A, the administrator is covered by the call back provisions of this article and the Unit A contract.

III. Layoff/Demotion/ Reassignment Procedures:

- A. Administrators under consideration in the discipline categories must be employed in that category and certified in that discipline category.

- B. Administrators laid off, demoted or reassigned shall be notified in writing no later than May 15 under normal conditions. Said notice will include the specific reason for the layoff, demotion or reassignment.
- C. Administrators laid off, demoted or reassigned under this article will be recalled in the reverse order of their layoff, demotion or reassignment within their discipline during the period of three (3) years from the effective date of their layoff, demotion or reassignment if they so indicate in writing to the Superintendent.
- D. Employees on leave pursuant to this policy may continue group health and life insurance during said recall period as provided above. Failure to forward full premium payments to the Town Treasurer shall terminate this option.
- E. The Milton Educators Association (Unit A), the Milton Educators Association (Unit B) and the Milton School Committee hereby agree to the following procedure regarding administrators (Unit B) who "fall back" into a teaching position (Unit A). This procedure will apply to the transitional year (first year in which an administrator assumes Unit A duties) as well as subsequent years.
- F. A member of Unit B who is subject to R.I.F. in accordance with the R.I.F. language of the Unit A contract shall have the right to fall back into Unit A, based on the following criteria:
 - 1. The position of such member falling back into Unit A shall be determined by their points computed according to the Unit A formula provided in the R.I.F. procedure of the Unit A contract.
 - 2. Seniority points shall be computed on the basis of total years in the system in either Unit B and/or Unit A. The discipline of such a member shall be defined as that discipline in which the member last taught, on a full-time basis for at least one year.
 - 3. In returning to Unit A, if such member would not be entitled to a teaching position on the basis of the above Unit A criteria then such member shall have no right to bump a Unit A member, but shall be placed on the recall list according to the provisions of the Unit A contract.
- G. An administrator falling back to a teaching position will be placed in a position corresponding to the last teaching position held by this person, for which they are certified to teach or is now certified. The salary will be determined by the position assigned and the in force salary schedule.
- H. Employees serving a recall period shall be notified by the Superintendent by registered mail to the last known address of the employee concerning any open positions in the system which they may be qualified to fill. Failure to accept an offer of employment for any such position will terminate this requirement.

- I. Employees rehired as administrators after the layoff under this paragraph shall be at the salary specified in the Unit B contract. They would retain their seniority status and fringe benefits accumulated as of the day of layoff.
- J. To avail themselves of recall rights, a laid-off administrator shall respond in person or by registered mail within fifteen (15) days from the date of receipt of notice from the Superintendent's Office that she/he is willing to accept the recall. If they fail to accept within fifteen (15) days, they will be dropped from the recall list.
- K. An employee who has been laid off shall be responsible for informing the Superintendent's Office and the Office of the Association in person or by registered mail of any change in their address of record.
- L. In cases where points are equal, administrators with unfavorable explicit evaluations as defined in II C above will be laid off first. In the absence of this criterion, the administrator with the least number of years of service will be laid off first. In cases of equal years of service the initial date of School Committee hiring will be used. Having exhausted the above tie-breaking procedure, a lottery will be used to break the tie.
- M. A list specifying the seniority of each member of the Bargaining Unit shall be prepared by the Committee and forwarded to the President of the Association and each member of Unit B within ten (10) days following the execution of this agreement. An updated seniority list will be supplied by the Committee on or before October 1 annually thereafter.

**ARTICLE XXIV
GENERAL**

- A. Both the Association and the Committee agree that the cost of printing this Agreement shall be shared equally by the Committee and the Association.
- B. The minimum standard working temperature in a classroom or other teaching station will be sixty-five degrees Fahrenheit (65 degrees F). If the temperature falls below this figure, the class will be assigned to another teaching station.
- C. Administrators agree to give a minimum of thirty (30) days notice prior to September 1 if they intend to retire or to resign before the start of the next school year.
- D. 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 provisions or applications 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.

- E. A subcommittee composed of an equal number of representatives from the bargaining unit and the School Committee shall be established for the purpose of investigating the feasibility of providing internet access for all members of the bargaining unit. The subcommittee shall report its findings to the negotiating subcommittees.
- F. Vacancies shall be posted within the School District (bulletin boards and web site) prior to the time they are submitted to any outside publications.
- G. The parties shall form a Joint Labor Management Committee for the purpose of creating complete job descriptions for all bargaining unit positions to meet not later than October 1, 2023. Not later than June 1, 2024 the parties shall complete a review of all current job duties and job descriptions employed to determine if positions are classified and compensated appropriately.

**ARTICLE XXV
TERM OF AGREEMENT**

This Agreement and the provisions thereof shall be effective as of July 1, 2022, and shall continue until and including June 30, 2025, and shall continue from year to year thereafter unless terminated or changed by the parties hereto. Either of the parties hereto desiring to terminate this Agreement or to change any section or sections of this Agreement, shall notify the other party, in writing, that they desire such termination or change on or after September 15th of each year thereafter.

Negotiations for a new collective bargaining agreement or for change or changes in this Agreement shall commence no later than September 15, 2024.

IN WITNESS WHEREOF, THE SCHOOL COMMITTEE OF THE TOWN OF MILTON, has caused this Agreement to be signed in its name and on behalf by its Chairman, and the Milton Educators Association, has caused this Agreement to be signed in its name and behalf by its President, this _____ day of May 2023.

Elizabeth Carroll
Chairman, Milton School Committee

Brendan Bonn
President, Milton Educators Association

APPENDIX A

MILTON PUBLIC SCHOOLS ADMINISTRATOR EVALUATION SYSTEM INDEX

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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; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of

model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

- B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

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

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of not less than ten minutes duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The District-determined measures shall be developed collaboratively by educators at the subject, department or grade level. Measures developed must be consistent across the district and supported by the curriculum. If collaborative development does not result in consensus, a tripartite panel, consisting of an MEA representative, an administrator, and a mutually agreed upon third party, will make the determination of the measures to be used. The panel's decision shall be final.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Educator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 45 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.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator’s performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written

comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

- iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role. See Section 9 – Goal Setting and Development of the Educator Plan.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.
- T) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of not less than ten minutes duration by the Evaluator and may include examination of artifacts of practice including student work. At the request of the Educator, an observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the

worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

Parties: The parties to this agreement are the Milton school committee and the Milton Educators Association.

- U) **Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture

- v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and

course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of not less than ten minutes duration.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
- C) Examination of student work samples. 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.
- D) Educators shall be evaluated based upon two pieces of evidence per indicator. Evidence shall include artifacts of professional practice provided by the educator and observational evidence based upon the evaluator's observation of the teacher that fall within the categories listed above.
- E) Evidence for Standards I and II shall be based primarily on observations. If observations do not provide evidence for Standards I or II, the educator shall provide artifacts of professional practice linked to those indicators specifically. The educator may provide additional evidence to supplement the observational evidence collected, but is not required to do so.

F) Educators on a two-year plan shall provide evidence for all indicators over the two-year cycle. If an educator provides evidence in year one for Standards III and IV that is deemed proficient at the educator's formative assessment, there shall be an "assumption of proficiency" for year two and the educator shall not be required to provide additional evidence for Standards III and IV in year two.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

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

6) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district, through the superintendent, shall determine the type and quality of the learning activity based on guidance provided by ESE. The superintendent will work with the MEA to determine the most effective means of providing training. All training of teachers will take place within the contractual day.

7) **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.

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

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

- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, the Milton Public Schools will provide assessment data and analysis and copies of the school and district goals to all educators.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

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

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

- B) Educator Plan Development Meetings shall be conducted as follows:
 - i) A collaborative process will occur between the team of educators and the evaluator when determining the goals. Team goals must be considered. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
 - iv) For teachers on a two-year self-directed plan, the goals shall not change in year two of the plan unless, the educator's position has changed or after reflection by the educator and evaluator on the current school year's student data, an adjustment is warranted.
 - C) 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 indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.
- 11) **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. At the request of the educator, a second unannounced observation shall be scheduled.

- 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.

12) **Observations**

The Evaluator's first observation of the Educator shall take place by November 15. Observations required by the Educator Plan shall 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. The Evaluator shall state the indicators that are evident during an observation.

A. Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations of not less than ten minutes duration.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

- (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- (c) 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. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.
 - (4th) State that the Educator is responsible for addressing the need for improvement.

13) **Evaluation Cycle: Formative Assessment**

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

student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home via certified mail.
- 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. 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.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. 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.

15) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.

- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative valuation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

16) **Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs. Notwithstanding the examples cited above, educators shall not be required to provide more than two pieces of evidence per indicator and goal.
- 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.

17) **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.
- 18) **Educator Plans: Self-Directed Growth Plan**
- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
 - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 19) **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 May 15th.
 - 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.
- 20) **Educator Plans: Improvement Plan**
- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than one school year.
 - B) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
 - C) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development

outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

- D) 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.
- E) 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. The recommendations for improvement in the Plan shall be reasonable and attainable.
 - ii) If the Educator requests that a representative of the Employee Organization/Association attend the meeting(s), the request shall be granted.
 - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- F) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- G) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- H) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

- (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- (d) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

21. **Timelines**

Superintendent, principal, or designee meets with Evaluators and Educators to explain evaluation process.	By Wednesday of the third week of school
Evaluator meets with first-year Educators to assist in self assessment and goal setting process Educator submits self-assessment and proposed goals	Wednesday after Columbus Day
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plans may be established at Summative Evaluation Report meeting in prior school year)	Two weeks after submission of Self Assessment and Goals
Submit Educator Plan	First Wednesday in November
Evaluator Signs Educator Plan	Second Wednesday in November* <i>* If it is Veteran's Day, the second Thursday of November</i>
Evaluator shall complete first observation of each Educator	Third week of November
For Educators on 1-year Plans AND Educators on 2-year Plans in their 2nd Year	
Educator submits evidence for Standards III and IV, professional growth, progress on goals (and other standards, if desired) <i>[Educators on 1-year plans only.]</i>	Wednesday after Martin Luther King Jr. Day
Evaluator shall complete mid-cycle <i>Formative Assessment Reports</i> for Educators on one-year Educator Plans <i>[For educators on 1-year plans only.]</i>	Wednesday after February Vacation
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	By the second Wednesday in March
Educator submits evidence for Standards III and IV, professional growth, progress on goals (and other standards, if desired) <i>[Educators on 1-year plans AND educators in their 2nd year of a 2-year plan.]</i>	Wednesday after April Vacation
Evaluator completes <i>Summative Evaluation Report</i> <i>[For educators on 1-year plans AND educators in their 2nd year of a 2-year plan.]</i>	Fourth Wednesday in May
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	Within two weeks of getting report

Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	Within three weeks of getting report
Educator signs Summative Evaluation Report and adds response if desired.	Friday of last full week of school
For Educators on 2-year Plans in their <u>1st Year</u>	
Educator submits evidence for Standards III and IV, professional growth, progress on goals (and other standards, if desired) <i>[Educators in the 1st year of a 2-year plan only.]</i>	First Wednesday of May
Evaluator completes <i>Formative Evaluation Reports</i> for educators in the 1 st year of a 2-year plan. <i>[For educators in 1st year of 2-year plan only.]</i>	First Wednesday of June
Evaluator conducts Formative Evaluation Meeting, if any	Friday of last full week of school

A) Educators with PTS on Two Year Plans

B) 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.

22. Career Advancement

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

- B) In order to qualify to apply for a teacher leader position, the Educator must have had a summative evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

23. Rating Impact on Student Learning Growth

The parties shall establish a committee to negotiate the issues related to the rating impact on student learning growth. No changes shall be implemented without mutual agreement between the parties.

24. Using Student feedback in Educator Evaluation

At the educator's discretion, the Educator may create an age-appropriate method for seeking student feedback. The feedback will be used solely by the Educator to inform his/her self-assessment and goal setting for the subsequent educator plan. The feedback will not be made available to the evaluator unless the educator voluntarily provides it.

25. 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.

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- 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.
- E) Violations of this article are subject to the grievance and arbitration procedures.

Appendix A: Administrator Rubric

STANDARD I: Instructional Leadership.

The education leader promotes the learning and growth of all students and the success of all staff by cultivating a shared vision that makes powerful teaching and learning the central focus of schooling.

Indicator I-A. Curriculum: Ensures that all teachers design effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.				
I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Standards-Based Unit and Lesson Support	Does not adequately support educators in implementing standards-based units of instruction, and/or fails to provide adequate resources/instructional materials aligned to state standards/local curricula; and/or does not provide planning support or feedback.	Supports most educators to implement standards-based units comprised of well-structured lessons aligned to state standards/local curricula, but inconsistently checks to ensure that teachers engage in instructional planning, and/or does not consistently provide planning support or feedback.	Provides supports to all educators and teams to adapt as needed and implement standards-based units comprised of well-structured lessons, such that students are able to learn the knowledge and skills defined in state standards/local curricula. Frequently provides feedback as necessary.	Empowers and provides opportunities for all educators to collaboratively plan, adapt as needed, and implement standards-based units of instruction that are (a) aligned across grade levels and content areas; and (b) comprised of interconnected, well-structured lessons, such that students are able to learn the knowledge and skills defined in state standards/local curricula. Continually provides feedback, and identifies and shares exemplars. Models this practice for others.

Indicator I-B. Instruction: Ensures that all teachers design effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.				
I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Student Engagement	Does not look for evidence of and/or cannot accurately identify or provide feedback on more than a few effective instructional practices that are likely to motivate and engage students.	While observing practice and reviewing unit and/or lesson plans, occasionally looks for evidence of or provides feedback on instructional practices that are likely to motivate and engage students.	While observing practice and reviewing unit and/or lesson plans, regularly provides quality feedback on the use of effective, highleverage instructional practices that are likely to motivate and engage most students in the content of the lesson.	Through observing practice, reviewing unit and/or lesson plans, and providing quality feedback, ensures that all teachers know and employ effective instructional practices that motivate and engage all students during both the lesson and independent work. Models this practice for others.
I-B-2. Quality of Effort and Work	Does not set high expectations for the quality of instruction and student work and the effort required to produce it, or expectations are inappropriate.	Sets high expectations for the quality of instruction and student work, and the perseverance and effort required to produce it, but allows expectations to be inconsistently applied across the school; may establish inappropriately low expectations for quality of instruction and/or student work.	Defines high expectations for the quality of instruction, student work, and the perseverance and effort required to produce it; supports all educators to uphold these expectations for all students.	Defines and models high expectations for the quality of instruction and student work, and the perseverance required to meet these expectations. Empowers educators and students to uphold these expectations throughout the school, and provides quality feedback to all staff, especially those who are not meeting expectations.

Indicator I-B. Instruction: Ensures that all teachers design effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.				
I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-3. Meeting Diverse Needs	Does not look for evidence of and/or cannot accurately identify more than a few effective inclusive practices that are appropriate for diverse learners.	While observing practice and reviewing unit and/or lesson plans, occasionally looks for evidence of or provides feedback on the use of inclusive practices that are appropriate for diverse learners	While observing practice and reviewing unit and/or lesson plans, regularly provides quality feedback to teachers on the use of appropriate inclusive practices that meet the diverse learning needs of all students, including those of academically advanced students, students with disabilities, and English learners.	Through observing practice, reviewing unit and/or lesson plans, and consistently providing quality feedback, ensures that all teachers know and employ a variety of appropriate inclusive practices to address specific differences in students' learning needs, thereby creating structured opportunities for all students to meet or exceed state standards/local curriculum and behavioral expectations. Models this practice for others.

Indicator I-C. Assessment: Ensures that all teachers use a variety of formal and informal methods and assessments to measure student learning, growth, and understanding, and also make necessary adjustments to their practice when students are not learning.				
I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Variety of Assessment Methods	Does not communicate or monitor a strategy for assessments, leaving it up to educators to design and implement their own assessments.	it up to educators to design and implement their own assessments. Provides educators with some informal and/or formal assessment options and suggests that they coordinate their assessment practices within their teams and include a variety of assessments, but does not monitor this practice.	Supports educator teams to use a variety of informal and formal assessment methods, including common interim assessments that are aligned across grade levels and subject areas, to measure each students' learning, growth, and progress toward achieving state/local standards. Monitors the use of these assessment methods throughout the school.	Through observing practice, reviewing unit and/or lesson plans, and providing quality feedback, ensures that all teachers know and employ effective instructional practices that motivate and engage all students during both the lesson and independent work. Models this practice for others.

Indicator I-C. Assessment: Ensures that all teachers use a variety of formal and informal methods and assessments to measure student learning, growth, and understanding, and also make necessary adjustments to their practice when students are not learning.				
I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-2. Adjustments to Practice	Does not encourage or facilitate teams to review assessment data.	Suggests that teams meet to review assessment data in order to adjust practice and identify appropriate interventions, but inconsistently monitors this practice.	Provides regular planning time and effectively supports educator teams to (a) analyze results from a variety of assessments to determine progress toward anticipated student learning gains, and (b) use findings to adjust practice and implement appropriate interventions and enhancements for students. Provides feedback and monitors educators' efforts and successes in this area.	Empowers teams of educators— both within and across grade levels—to (a) analyze results from a variety of assessments throughout the year in order to determine progress toward anticipated student learning gains, and (b) use findings to adjust practice and implement appropriate interventions and enhancements for students. Discusses efforts and successes in this area with staff, provides feedback when appropriate, and shares effective practices.

Indicator I-D. Evaluation: Provides effective and timely supervision and evaluation in alignment with state regulations and contract provisions, including:

- 1. Ensures that educators pursue meaningful, actionable, and measurable professional practice and student learning goals.**
- 2. Makes frequent unannounced visits to classrooms and gives targeted and constructive feedback to teachers.**
- 3. Exercises sound judgment in assigning ratings for performance.**
- 4. Reviews alignment between judgment about practice and data about student learning, growth, or achievement when evaluating and rating educators and understands that the supervisor has the responsibility to confirm the rating in cases in which a discrepancy exists.**

I-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-D-1. Educator Goals	Does not support educators to develop professional practice and/or student learning goals, review the goals for quality, and/or support educators in attaining goals.	Supports educators and educator teams to develop professional practice and student learning goals but does not consistently review them for quality and/or monitor progress.	Supports educators and educator teams to develop and attain meaningful, actionable, and measurable professional practice and student learning goals. Encourages alignment to district and school improvement goals. Regularly monitors and supports progress.	Consistently supports educators and educator teams to develop and attain meaningful, actionable, and measurable professional practice and student learning goals that align to district and school improvement goals and priorities. Facilitates their progress through a variety of methods and shares best practices and success with the school community. Models this process through the leader's own evaluation process.

Indicator I-D. Evaluation: Provides effective and timely supervision and evaluation in alignment with state regulations and contract provisions, including:

1. Ensures that educators pursue meaningful, actionable, and measurable professional practice and student learning goals.
2. Makes frequent unannounced visits to classrooms and gives targeted and constructive feedback to teachers.
3. Exercises sound judgment in assigning ratings for performance.
4. Reviews alignment between judgment about practice and data about student learning, growth, or achievement when evaluating and rating educators and understands that the supervisor has the responsibility to confirm the rating in cases in which a discrepancy exists.

I-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-D-2. Student Learning Measures	Supports fewer than half of educators in the identification of appropriate measures and anticipated student learning gains for use in the evaluation process	Supports most educators to identify appropriate measures during development of the Educator Plan, including statewide and common assessments where available, as well as anticipated student learning gains for those measures, but does not consistently review them for quality and/or monitor progress.	Supports all educators to identify appropriate measures of student learning during development of the Educator Plan, including statewide and common assessments where available, as well as anticipated student learning gains for those measures. Encourages alignment to school and district learning goals. Regularly monitors and reviews them for quality.	Supports all educators to identify and evaluate appropriate measures of student learning during the development of the Educator Plan, including statewide and common assessments where available, as well as anticipated student learning gains for those measures. Ensures that measures align to school and district learning goals, and provides clear next steps for improving quality of measures when necessary. Models this process through the leader's own evaluation.

Indicator I-D. Evaluation: Provides effective and timely supervision and evaluation in alignment with state regulations and contract provisions, including:

1. Ensures that educators pursue meaningful, actionable, and measurable professional practice and student learning goals.
2. Makes frequent unannounced visits to classrooms and gives targeted and constructive feedback to teachers.
3. Exercises sound judgment in assigning ratings for performance.
4. Reviews alignment between judgment about practice and data about student learning, growth, or achievement when evaluating and rating educators and understands that the supervisor has the responsibility to confirm the rating in cases in which a discrepancy exists.

I-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-D-3. Observations and Feedback	Observes educators only in formal observation visits and/or does not provide quality feedback to educators who are not performing proficiently.	Makes infrequent unannounced visits to classrooms, rarely provides feedback that is specific, timely, or actionable, and/or critiques struggling educators without providing support to improve their performance.	Typically, makes unannounced visits to classrooms every day and provides quality, content-aligned feedback (specific, timely, actionable) to all educators; feedback reinforces effective practice and provides clear next steps and support for improvement from one performance level to the next.	Makes multiple unannounced visits to classrooms every day and provides quality, content-aligned feedback (specific, timely, actionable) to all educators. Regularly engages with educators in conversations to reinforce effective practice. Provides clear next steps and support for improvement from one performance level to the next, as well as subsequent monitoring and follow up observation. Celebrates and shares effective practices and strategies with staff. Models this practice for others.

Indicator I-D. Evaluation: Provides effective and timely supervision and evaluation in alignment with state regulations and contract provisions, including:

1. Ensures that educators pursue meaningful, actionable, and measurable professional practice and student learning goals.
2. Makes frequent unannounced visits to classrooms and gives targeted and constructive feedback to teachers.
3. Exercises sound judgment in assigning ratings for performance.
4. Reviews alignment between judgment about practice and data about student learning, growth, or achievement when evaluating and rating educators and understands that the supervisor has the responsibility to confirm the rating in cases in which a discrepancy exists.

I-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-D-4. Ratings and Alignment	Assigns performance ratings without sufficient or appropriate evidence related to the Standards of Effective Teaching; fails to appropriately review the alignment between judgments of practice and student performance data, and/or does not assign ratings for some educators.	Assigns performance ratings that reflect evidence of practice related to the Standards of Effective Teaching, and occasionally reviews alignment between judgments about practice and student performance data; but evidence is incomplete or insufficient for some educators, and/or the process is not consistently transparent to educators.	Exercises sound and reliable judgment in assigning performance ratings related to the Standards of Effective Teaching that reflect evidence of practice, impact on student learning, student feedback, and goal attainment for all educators; consistently reviews alignment between judgments of practice and student performance data; ensures that educators understand why they received their ratings.	Exercises sound and reliable judgment in assigning performance ratings related to the Standards of Effective Teaching that reflect evidence of practice, impact on student learning, student feedback, and goal attainment for all educators. Ensures that educators understand in detail why they received their ratings, provides clear next steps for all educators to further develop their instructional practice, and monitors the implementation of those strategies over time. Regularly calibrates judgments of practice with peers to ensure consistency of ratings across a school or district. Models this element for others.

Indicator I-E. Data-Informed Decision Making: Uses multiple sources of evidence related to student learning, including state, district, and school assessment results and growth data, to inform school and district goals and improve organizational performance, educator effectiveness, and student learning.

I-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-E-1. Data-Informed Decision Making	May rely on and communicate a few data sources related to student learning when making decisions, but data is insufficient and/or analyses of the data is inaccurate.	Identifies multiple sources of evidence related to student learning to assess the school's strengths and areas for improvement, but these data are not fully comprehensive and/or analysis of the data is sometimes inaccurate. Uses appropriate data to make some but not all decisions related to organizational performance, educator effectiveness, and/or student learning.	Uses multiple sources of evidence including state, district, and school assessment results and growth data, educator evaluation data, and school culture and climate information, to accurately assess and communicate the school's strengths and areas for improvement. Regularly uses this data to make informed decisions related to organizational performance, educator effectiveness, and student learning.	Leads educators in identifying and using multiple sources of evidence including state, district, and school assessment results and growth data, educator evaluation data, and school culture and climate information, to accurately assess and communicate the school's strengths and areas for improvement. Regularly uses this data to make informed decisions about and monitor progress in organizational performance, educator effectiveness, and student learning. Models effective data-informed decision making for others.

Indicator I-E. Data-Informed Decision Making: Uses multiple sources of evidence related to student learning, including state, district, and school assessment results and growth data, to inform school and district goals and improve organizational performance, educator effectiveness, and student learning.				
I-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-E-2. School Goals	Creates school goals based on limited or inaccurate information on the school's strengths and weaknesses, and/or does not create school goals.	Creates and monitors school goals using some evidence-based assessments of organizational performance, educator effectiveness, and student learning, but data are not carefully analyzed and/or insufficient.	Involves stakeholders in creating focused, measurable school goals using evidence-based assessments of organizational performance, educator effectiveness, and student learning that will elevate both school and district effectiveness. Regularly monitors and shares progress.	Facilitates stakeholders in the creation of measurable, results oriented school goals using evidence-based assessments of organizational performance, educator effectiveness, and student learning that will elevate both school and district effectiveness. Empowers teacher leaders to contribute their voice, ownership, and leadership in implementation and monitoring of annual goals. Models this practice for others.
<p>Indicator I-F. Student Learning: Demonstrates expected impact on student learning based on multiple measures of student learning, growth, and achievement, including student progress on common assessments and statewide student growth measures where available.</p>				
<p>For administrators, evidence of impact on student learning based on multiple measures of student learning, growth, and achievement must be taken into account by the evaluator when determining a performance rating for Standard I. Because evaluators are not required to make a rating determination for any individual Indicator, this allows them to consider evidence of impact alongside evidence of practice when determining a rating for Standard I. There are no associated elements or performance descriptors for the Student Learning Indicator.</p>				

STANDARD II: Management and Operations.

Promotes the learning and growth of all students and the success of all staff by ensuring a safe, efficient, and effective learning environment, using resources to implement appropriate curriculum, staffing, and scheduling.

Indicator II-A. Environment: Develops and executes effective plans, procedures, routines, and operational systems to address a full range of safety, health, and emotional and social needs of students

II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Operational Systems and Routines	Does not organize the school effectively for orderly and efficient movement of students. Inadequately coordinates or supports auxiliary services so that the campus is not generally clean, attractive, welcoming and/or safe.	Establishes operational systems, procedures, and routines but student entry, dismissal, meals, class transitions, assemblies, and recess are not consistently orderly and/or efficient. Provides inconsistent coordination of or support to auxiliary services, such that the campus is not consistently clean, attractive, welcoming and/or safe.	Establishes operational systems, procedures, and routines that generally ensure orderly and efficient student entry, dismissal, meals, class transitions, assemblies, and recess. Coordinates and supports custodial/maintenance workers, transportation staff, clerical and administrative assistants, food service workers, and other staff effectively. Ensures the campus is clean, attractive, welcoming, and safe.	Establishes operational systems, procedures, and routines that empower students and staff to implement orderly and efficient student entry, dismissal, meals, class transitions, assemblies, and recess; and cultivates a school environment in which all staff and students take personal responsibility for keeping the campus clean, attractive, welcoming, and safe. Regularly assesses the effectiveness of these systems, procedures, and routines, and makes adjustments when appropriate. Models this practice for others.

Indicator II-A. Environment: Develops and executes effective plans, procedures, routines, and operational systems to address a full range of safety, health, and emotional and social needs of students

II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-2. Social Emotional Well-Being	Does not provide training or support to staff in developing age appropriate social emotional competencies in students. Does not utilize partnerships to address student needs in a proactive or systemic way.	Provides training and/or support to assist staff in developing age appropriate social emotional competencies in students as they progress academically (self-awareness, self-management, social awareness, relationship skills, and responsible decision-making), but training is inconsistent and/or insufficient. Sometimes uses partnerships with outside agencies to address student needs.	Provides training and supports to assist staff in developing age appropriate social emotional competencies in students as they progress academically (self-awareness, self-management, social awareness, relationship skills, and responsible decision making). Fosters and utilizes partnerships with outside agencies and organizations to address student needs in a proactive and systematic way.	Cultivates a school-wide commitment to developing age appropriate social emotional competencies in all students as they progress academically (self-awareness, self-management, social awareness, relationship skills, and responsible decision-making) by providing appropriate training, supports, and resources. Fosters and utilizes partnerships with outside agencies and organizations to address student needs in a proactive and systematic way. Assesses progress using student and staff feedback and other data sources and makes adjustments as necessary.

Indicator II-A. Environment: Develops and executes effective plans, procedures, routines, and operational systems to address a full range of safety, health, and emotional and social needs of students

II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-3. Student Health and Safety	Leaves student discipline largely up to teachers to address on their own or delegates to an assistant. Often tolerates discipline violations, bullying, and other unsafe behaviors, and/or enforces the rules inconsistently.	Sets some expectations for student behavior and encourages staff to reinforce these expectations, but allows varying standards to exist and/or expectations are inconsistently enforced. Addresses student discipline and bullying matters on a case-by-case basis.	Defines high expectations for student behavior and provides training for staff to uphold these expectations. Establishes school-wide routines, policies, and systems that (a) foster a safe and supportive school environment for all students, and (b) prevent and address bullying and other unsafe behaviors in a developmentally appropriate way that allows students to grow from these experiences. Checks for implicit and explicit bias in decision-making procedures.	Defines and celebrates high expectations for student behavior and empowers staff and students in upholding these expectations. Successfully implements school-wide routines, policies, and systems that (a) support a safe and supportive school environment for all students, (b) prevent and address bullying and other unsafe behaviors in developmentally appropriate ways, and (c) create opportunities for students to take an active role in preventing behaviors that interfere with learning, allowing all students to grow from these experiences. Checks for implicit and explicit bias in decision-making procedures. Models this practice for others.

Indicator II-B. Environment: Implements a cohesive approach to recruitment, hiring, induction, development, and career growth that promotes high-quality and effective practice.

II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Recruitment and Hiring Strategies	Does not lead the recruitment and hiring process, or leads a recruitment and hiring process that does not result in effective educators.	Leads the recruitment and hiring process but does not consistently identify effective educators that meet the learning needs of the school's students.	Leads the school's recruitment and hiring process and, through it, consistently identifies effective educators who share the school's mission and will meet the learning needs of the school's students. Involves faculty members in the interview process.	Leads a system for recruiting and hiring effective educators who share the school's mission and core values, and meet the learning needs of the school's students. Uses data to identify priority areas of need, works with educator preparation providers to identify and prepare effective candidates for potential employment in the school or district, and empowers faculty members to participate in and, when appropriate, lead the interview process. Models this practice for others.

Indicator II-B. Environment: Implements a cohesive approach to recruitment, hiring, induction, development, and career growth that promotes high-quality and effective practice.

II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-2. Induction, Professional Development, and Career Growth Strategies	Does not support new teachers, organize high-quality job-embedded professional development, and/or support the career growth of effective educators.	Develops only a limited school-based induction program for new teachers and/or inconsistently implements the district's induction strategy; organizes professional development that is not consistently high quality, job-embedded, or aligned with goals; and/or does not consistently support effective educators' career growth.	Develops school-based induction support for new teachers and/or faithfully implements the district's induction strategy; organizes high quality professional development that includes job-embedded and teacher-led learning opportunities and is aligned with school and educator goals; and supports the career growth of effective educators by distributing leadership opportunities and monitoring progress and development.	Supports the growth of all educators throughout the career continuum by ensuring effective implementation of comprehensive induction supports for new teachers; provides regular, high quality professional development to all teachers that elevates practice in support of both school and educator goals; and strategically distributes leadership opportunities to staff. Differentiated career growth opportunities are consistently viewed by educators as effective and valuable. Models this practice for others.

Indicator II-C. Scheduling and Management Information Systems: Uses systems to ensure optimal use of time for teaching, learning, and collaboration..

II-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p>II-C-1. Time for Teaching and Learning</p>	<p>Does not create a master schedule and/or related systems to maximize blocks of uninterrupted instructional time.</p>	<p>Creates a master schedule and related systems that prioritize instructional time but do not effectively eliminate unnecessary interruptions to instruction.</p>	<p>Creates and maintains a master schedule and related systems and practices that maximize blocks of uninterrupted instructional time across all content areas and eliminate unnecessary interruptions to instruction. Makes adjustments to the schedule based on student data to meet the needs of all students.</p>	<p>Creates and maintains a master schedule and related systems and practices that maximize blocks of uninterrupted instructional time and eliminate unnecessary interruptions to instruction, such that all students have a well rounded academic experience. Makes adjustments to the schedule based on student data to meet the needs of all students. Empowers staff to maximize time on learning and minimize disruptions in their classrooms. Models this practice for others.</p>
<p>II-C-2. Time for Collaboration</p>	<p>Sets unrealistic expectations for collaboration if at all and/or does not create a schedule that provides adequate meeting time for educators to collaborate. Does not work to prevent or deflect time wasting activities.</p>	<p>Sets inconsistent expectations for collaboration and/or creates a schedule that only provides adequate meeting time for educators to collaborate around instructional practice. Prevents some but not all distractions and/or time wasting activities.</p>	<p>Sets expectations for collaboration and creates a schedule that provides sufficient time for all educators to collaborate around instructional practice and student learning. Prevents or deflects most activities that prevent staff from meaningful collaboration during team time.</p>	<p>Is transparent and forthcoming about expectations for collaboration. Creates a schedule that maximizes time for all educators to collaborate around instructional practices and student learning. Prevents or deflects all barriers to meaningful collaboration. Models this practice for others.</p>

Indicator II-D. Law, Ethics, and Policies: Understands and complies with state and federal laws and mandates, school committee policies, collective bargaining agreements, and ethical guidelines.

II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Law and Politics	Demonstrates lack of awareness or consistent non-compliance with some or all state and federal laws and mandates, school committee policies, or collective bargaining agreements.	May know state and federal laws and mandates, school committee policies, and collective bargaining agreements, but inconsistently complies with some laws or policies.	Understands and complies with state and federal laws and mandates, school committee policies, and collective bargaining agreements.	Both individually and with staff, invests time and support in understanding and complying with state and federal laws and mandates, school committee policies, and collective bargaining agreements. Models this practice for others.
II-D-2. Ethical Behavior	Demonstrates poor professional judgment, fails to adhere to the school or district code of ethics, and/or does not adequately protect student, family, and/or staff confidentiality.	Sometimes demonstrates questionable professional judgment or insufficient knowledge of the school or district's existing code of ethics; and/or does not always protect student, family, and/or staff confidentiality appropriately.	Demonstrates sound, professional judgment; adheres to school and/or district's existing code of ethics; protects student, family, and staff confidentiality; and expects staff to do all as well.	Models sound, professional judgment; adheres to school and/or district's existing code of ethics; and protects student, family, and staff confidentiality. Effectively supports all staff to do the same.

Indicator II-E. Fiscal Systems: Develops a budget that supports the district’s vision, mission, and goals; allocates and manages expenditures consistent with district/school-level goals and available resources.

II-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-E-1. Fiscal Systems	Builds a budget that does not align with the district’s goals or mismanages available resources.	Develops a budget that loosely aligns with the district’s vision, mission, and goals, or inconsistently manages expenditures and available resources.	Uses data to develop a school-wide budget that aligns with the district’s vision, mission, and goals. Allocates, manages, and justifies expenditures consistent with district/school-level goals and available resources.	Consistently leads a team to evaluate multiple years of available data and develop a comprehensive and school-wide budget that aligns with the district/school’s vision, mission, and goals with supporting rationale. Allocates, manages, and justifies expenditures consistent with district/school-level goals; and seeks alternate funding sources as needed. Models this practice for others.

STANDARD III: Family and Community Engagement.

Promotes the learning and growth of all students and the success of all staff through effective partnerships with families, community organizations, and other stakeholders that support the mission of the school and district.

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-1. Family Engagement	Does little to welcome families as members of the classroom or school community or tolerates an environment that is unwelcoming to some families.	Makes some attempts to welcome families as members of the classroom and school community but does not consistently use culturally responsive practices and/or work to identify and remove barriers to family involvement.	Engages with families in a way that is culturally responsive and collaborative to ensure that all families are welcome and can contribute to the classroom, school, and community’s effectiveness. Works with staff to identify and remove barriers to families’ involvement, including but not limited to families with limited access to technology, and families whose home language is not English.	Successfully engages with families in a way that is culturally responsive and collaborative to ensure meaningful contributions to classroom, school, and community effectiveness. Works with staff, families, and organizations to identify and remove barriers, and to create opportunities for all families to get involved, including but not limited to families with limited access to technology, and families whose home language is not English. Models this practice for others.

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-A-2. Community and Stakeholder Engagement	Limits work to the immediate context of the school. Does not make efforts to reach out to community organizations, community members, or businesses that could otherwise contribute to school effectiveness.	Engages some community organizations, community members, and/or businesses in annual school events but does not make efforts to increase their involvement to maximize community contributions for school effectiveness.	Establishes ongoing relationships with community organizations, community members, and businesses either individually or through district initiatives and partnerships. Engages them to maximize community contributions for school effectiveness.	Establishes strategic partnerships-- either individually or through district initiatives and partnerships-- with community organizations, community members, and businesses. Continually works to strengthen and/or expand partnerships in order to maximize contributions for school effectiveness. Models this practice for others.

Indicator III-B. Sharing Responsibility: Continuously collaborates with families to support student learning and development both at home and at school.

III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Student Support	Does not work with educators to identify student needs, does not work with families to address student needs, and/or does not draw upon internal or external resources.	Supports educators to identify students struggling academically or behaviorally and/or works with a limited number of families to address student needs; utilizes some but not all available resources within and outside of the school.	Supports educators to identify each student’s academic, social, emotional, and behavioral needs, including students with disabilities and English learners, and collaborates with families to address student needs, utilizing resources within and outside of the school.	Models for educators how to identify each student’s academic, social, emotional, and behavioral needs, including students with disabilities and English learners, and communicates those needs to families with an asset-based approach. Collaborates with families to effectively address student needs and improve academic and social emotional well-being by connecting students with a network of resources within and outside the school. Follows up with staff to ensure students’ needs are being addressed.

Indicator III-B. Sharing Responsibility: Continuously collaborates with families to support student learning and development both at home and at school.

III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-2. Family Support	Does not work to ensure that families understand and/or can engage in school-based policies, resources, and routines that ensure student learning and achievement, and/or does not set expectations regarding how specialized support staff should partner with families in accessing relevant support services, either within or outside of school.	Communicates to families about some but not all school-based policies, resources, and routines that ensure student learning and achievement. Sets general expectations regarding how specialized support staff should partner with families in accessing support services, but does not consistently monitor these activities	Supports families in understanding district and school-based policies and resources that ensure student learning and achievement. This includes but is not limited to parent teacher organizations, child study/intervention teams, IEP referral processes, and student attendance policies. Sets clear expectations regarding how specialized support staff should partner with families in accessing support services within and outside of school, and monitors adherence to these policies.	Ensures that families understand and feel supported to engage in district and school-based policies, resources, and routines that ensure student learning and achievement, including but not limited to parent/teacher organizations, child study/intervention teams, IEP referral processes, and student attendance policies. Empowers specialized support staff to develop and implement a comprehensive strategy to partner with families in accessing support services within and outside of school, and follows up with families to ensure all needs are being met.

Indicator III-C. Communication: Engages in regular, two-way, culturally proficient communication with families about student learning and performance.				
III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Culturally Proficient Communication	Does not set expectations for or provide support to educators regarding regular or culturally sensitive communication with families, and/or allows culturally insensitive, inappropriate, or disrespectful communication with families to occur. School and classroom communication regarding student learning and performance occurs primarily through report cards.	May set expectations for educators regarding regular and culturally proficient communication with families, but does not provide appropriate supports to educators, and/or occasionally communicates in ways that are culturally insensitive to some families' home language, culture, and values. School and classroom communication regarding student learning and performance primarily occurs through newsletters and other one-way media.	Sets clear expectations for and provides appropriate supports to educators regarding regular, two way, culturally proficient communication with families. Ensures that all communication with families demonstrates understanding of and respect for different home languages, culture, and values.	Sets clear expectations for, models, and provides differentiated supports to educators regarding regular, culturally proficient communication with families. Encourages educators to engage in proactive and personalized two way communication with families about student learning and performance, and ensures that all communication with families demonstrates understanding of and respect for different families' home language, culture, and values. Solicits feedback from families that informs improvements to communications.

Indicator III-D. Family Concerns: Addresses family concerns in an equitable, effective, and efficient manner.				
III-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-D-1. Family Concerns	Does not set clear expectations for or provide support to educators to regularly communicate with families on ways to support their children’s learning at home and at school. Inconsistently contacts families in response to concerns, and agreed-upon solutions are often not in the best interest of students.	Ensures that most concerns with families are addressed as they arise, but responses may be delayed or ineffective; works to reach solutions to family concerns but may not always ensure equitable or transparent resolutions that are in the best interest of students.	Responds to families as concerns arise in a timely and effective manner, and supports educators to do the same; works to reach equitable solutions in the best interest of students. Is able to articulate rationale for decisions made.	Responds and proactively reaches out to families when either academic or non-academic concerns arise in a timely and effective manner, and supports all educators to do the same. Promotes collaborative problem solving to arrive at solutions that reflect relevant information from all parties including families, faculty, and staff, and are in the best interest of students. Effectively articulates rationale for decisions made. Models this practice for others.

STANDARD IV: Professional Culture.

Promotes success for all students by nurturing and sustaining a school culture of reflective practice, high expectations, and continuous learning for staff.

Indicator IV-A. Commitment to High Standards: Fosters a shared commitment to high standards of teaching and learning with high expectations for achievement for all, including:

1. **Mission and core values:** Develops, promotes, and secures staff commitment to core values that guide the development of a succinct results-oriented mission statement and ongoing decision-making;
2. **Meetings:** Plans and leads well-run and engaging meetings that have clear purpose, focus on matters of consequence, and engage participants in a thoughtful and productive series of conversations and deliberations about important school matters.

IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Commitment to High Standards	Does not encourage high standards of teaching and learning or high expectations for achievement and/or may demonstrate low expectations for staff.	May ask for a commitment to high standards of teaching and learning with high expectations for achievement for all but does not support and/or model it.	Fosters a shared commitment to high standards of teaching and learning with high expectations for achievement for all.	Leads faculty in developing a shared commitment to high standards of teaching and learning with high expectations for achievement for all. Revisits and renews commitment with faculty regularly.
IV-A-2. Mission and Core Values	Does not develop core values and mission statements for the school.	May develop core values and mission statements but fails to secure staff commitment and/or rarely uses the mission or core values to guide decision-making.	Develops, promotes, and secures staff commitment to core values that guide the development of a succinct, results-oriented mission statement and ongoing decisionmaking.	Leads faculty to develop core values and mission statements, shares these statements with families and the school community, and uses them to guide decision-making.

Indicator IV-A. Commitment to High Standards: Fosters a shared commitment to high standards of teaching and learning with high expectations for achievement for all, including:

1. **Mission and core values:** Develops, promotes, and secures staff commitment to core values that guide the development of a succinct results-oriented mission statement and ongoing decision-making;
2. **Meetings:** Plans and leads well-run and engaging meetings that have clear purpose, focus on matters of consequence, and engage participants in a thoughtful and productive series of conversations and deliberations about important school matters.

IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-3. Meetings	Leads meetings, the majority of which lack clear purpose and/or are primarily used for one-way informational updates.	Leads meetings, the majority of which include both one-way informational updates and participatory activities focused on matters of consequence.	Regularly plans and leads well-run and engaging meetings that have clear purpose, focus on matters of consequence, and engage participants in a thoughtful and productive series of conversations and deliberations about important school matters	Consistently plans and facilitates staff-led meetings that have clear purpose, focus on matters of consequence, and engage participants in thoughtful, productive conversations and deliberations about important school matters. Provides regular opportunities to build staff capacity in facilitating whole school and small group meetings. Models this practice for others.

Indicator IV-B. Cultural Proficiency: Ensures that policies and practices enable staff members and students to interact effectively in a culturally diverse environment in which students' backgrounds, identities, strengths, and challenges are respected.				
IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Policies and Practices	Develops and implements culturally insensitive or inappropriate policies, does not support staff in building cultural proficiency, and/or creates a culture that minimizes the importance of individual differences.	Takes pride in having a diverse faculty and/or student body, but some policies are not culturally responsive and/or provides limited resources for educators to support the development of cultural proficiency	Develops and implements culturally responsive policies and practices that acknowledge the diverse backgrounds, identities, strengths, and challenges of students and staff. Provides staff with relevant resources to support them in building cultural proficiency and promotes a culture that affirms individual differences.	Leads stakeholders to develop and implement culturally responsive policies that acknowledge the diverse backgrounds, identities, strengths, and challenges of students and staff. Empowers staff with time, resources, and support to build cultural proficiency and collaborates with community members to create a culture that affirms individual differences.

Indicator IV-C. Communications: Demonstrates strong interpersonal, written, and verbal communication skills.				
IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Communication Skills	Demonstrates ineffectual interpersonal, written, or verbal communication skills at times.	May demonstrate adequate interpersonal, written, and verbal communication skills but sometimes makes grammatical errors or has difficulty expressing ideas to stakeholders.	Utilizes strong interpersonal, written, and verbal skills to consistently and effectively communicate with stakeholders	Utilizes and models strong contextand audience-specific interpersonal, written, and verbal communication skills. Is able to effectively convey rationale and/or connections to school and district goals when communicating with others.

Indicator IV-D. Continuous Learning: Develops and nurtures a culture in which staff members are reflective about their practice and use student data, current research, best practices and theory to continuously adapt instruction and achieve improved results. Models these behaviors in the administrator’s own practice.

IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
<p>IV-D-1. Continuous Learning of Staff</p>	<p>Accepts the practice of educators working largely in isolation, without consideration of data and best practices, and/or discourages reflection about practice among staff.</p>	<p>May encourage educators and teams to reflect on the effectiveness of instructional practice and student learning and to use data and best practices to adapt instruction, but does not adequately support educators in these practices.</p>	<p>Sets expectations for educators and teams to reflect on and collaborate around the effectiveness of a wide range of tasks related to instructional practice and student learning, including but not limited to implementing standards-based units and well-structured lessons, examining student work, and analyzing student performance and behavior. Supports educators to use data, research, and best practices to adapt instruction and plan appropriate interventions to achieve improved results.</p>	<p>Models for educators how to be continually reflective about their practice, and supports educators as often as is feasible and appropriate to collaborate in teams around the effectiveness of a wide range of tasks related to instructional practice and student learning, including but not limited to implementing standards-based units and well-structured lessons, examining student work, and analyzing student performance and behavior. Empowers educators to use data, research, and best practices to adapt instruction to achieve improved results.</p>
<p>IV-D-2. Continuous Learning of Administrator</p>	<p>Does not reflect on leadership practice or demonstrate new ways of thinking about administration and leadership.</p>	<p>Occasionally reflects on leadership practice, sets meaningful goals, and/or researches ways to improve efficiency and practice.</p>	<p>Using relevant data, research, and best practices, regularly reflects on and improves leadership practice, sets meaningful goals, and develops new approaches in order to improve the efficiency and practices of the school.</p>	<p>Demonstrates and models a commitment to continuous learning; regularly reflects on and improves leadership practice; and utilizes relevant student data, current research, and best practices to set meaningful goals and develop new approaches in order to improve overall school effectiveness.</p>

Indicator IV-E. Shared Vision: Continuously engages all stakeholders in the creation of a shared educational vision in which every student is prepared to succeed in postsecondary education and become responsible citizens and community contributors.				
IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Vision Development	Does not engage stakeholders in the creation of a shared educational vision, or the vision is so limited as to be disconnected from college and career readiness, civic engagement, responsible citizenship, and/or community contributions.	Engages staff, students, families, and community members in developing a shared educational vision focused on aspects of student preparation for college and career readiness, civic engagement, responsible citizenship, and community contributions, but stakeholder engagement is limited or unrepresentative.	Continuously engages staff, students, families, and community members in developing a shared educational vision focused on student preparation for college and career readiness, civic engagement, community contributions, and responsible citizenship.	Leads staff, students of all ages, families, and community members to develop, internalize, and celebrate a shared educational vision around student preparation for college and careers, civic engagement, community contributions, and responsible citizenship. Models this practice for others.

Indicator IV-F. Managing Conflict: Employs strategies for responding to disagreement and dissent, constructively resolving conflict, and building consensus throughout a district/school community,				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Response to Disagreement and Conflict Resolution	Does not respond to disagreement or dissent and/or does not use appropriate, respectful, non-confrontational approaches	May respond respectfully to disagreement and dissent, but relies upon a limited range of strategies to resolve conflicts that do not always result in constructive resolutions.	Regularly employs a respectful, non-confrontational approach when responding to disagreement and dissent, and utilizes a variety of strategies to resolve conflicts in a constructive manner.	Consistently employs and models a respectful, non-confrontational approach when responding to disagreement and dissent, and effectively utilizes a variety of strategies to resolve conflicts in a constructive manner. Empowers staff to do the same when appropriate.

Indicator IV-F. Managing Conflict: Employs strategies for responding to disagreement and dissent, constructively resolving conflict, and building consensus throughout a district/school community,				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-2. Consensus Building	Does not attempt to build consensus within the school community, or attempts at consensus-building around critical school decisions are unsuccessful.	Employs a limited number of strategies to build consensus within the school community, with varying degrees of success.	Employs a variety of strategies to build consensus within the school community around critical school decisions.	Employs a variety of strategies to regularly achieve consensus within the school community around critical school decisions while encouraging dialogue and different points of view. Models this practice for others.

APPENDIX B



TOWN OF MILTON IN FORCE PLANS vs. NEW PLANS - FY20

Covered Benefits	Effective 1/1/20	Effective 1/1/20
	New Plan BCBS Network Blue New England Deductible	New Plan HPHC BEST BUY HMO
Out of Pocket Maximum	\$2,000/\$4,000	\$2,000/\$4,000
Medical Prescription	\$3,000/\$6,000	\$3,000/\$6,000
Plan Year Deductible	Individual \$400 Family \$800	\$400 \$800
*Deductible effective 1/1/20 to 6/30/20	\$400	\$400
*Deductible resets effective 7/1/20 to 6/30/21	\$800	\$800
Primary Care Visit	\$25	\$25
Preventive Services	Covered in Full	Covered in Full
Preventive Dental for Children BCBS - Under Age 12 HPHC - Under Age 13	Covered in Full	Covered in Full
Hearing aids (up to \$2,000 per ear every 36 months for a member age 21 or under)	All charges beyond the maximim	All charges beyond the maximim
Routine Vision Exams	\$0 - Once every 24 months	\$0 - Once every 24 months
Specialist Visit	\$30	\$30
Mental Health Outpatient Visits	\$25	\$25
Chiropractor Office Visit	\$30 20 visit limit	Not Covered
Short-Term Rehab Therapy- (Physical, & Occupational Therapy) 60 Visits per calendar year No Limit for Speech, Hearing & Language Therapy	\$25 Up to 30 visits per calendar year No limit for Speech Therapy	\$25 Up to 60 visits per calendar year No limit for Speech Therapy
Emergency Room	\$100, after deductible	\$100, after deductible
Hospital Admission	\$150, after deductible	\$150, after deductible
Mental Health & Substance Abuse Treatment Inpatient Facility	\$150, after deductible	\$150, after deductible
Ambulatory Outpatient Surgery	\$100, after deductible	\$100, after deductible
Extraction of Teeth Impacted in Bone	Not Covered	\$30 In Professional Office Setting \$100, after deductible for Outpatient Surgical Facility
Diagnostic X-Rays and Lab Tests (Excluding High Tech Imaging)	Nothing, after deductible	Nothing, after deductible
High Tech Imaging (MRI, CT, PET)	\$0 - Free Standing Facility, after deductible \$50- Hospital Based Facility after deductible	\$0 - Free Standing Facility \$50- Hospital Based Facility after deductible
Ambulance Services	Nothing, after deductible	Nothing, after deductible
Dialysis Services	Nothing, after deductible	Nothing, after deductible
Home Health Care & Hospice	Nothing, no deductible	Nothing, no deductible
Medical Formulas	Nothing, after deductible	Nothing, after deductible
Durable Medical Equipment, Prosthetic Devices & Ostomy Supplies	Nothing, after deductible	Nothing, after deductible
Prescriptions Rx Deductible	\$0	\$0
Retail Tier 1	\$10	\$10
30-day supply Tier 2	\$30	\$30
Tier 3	\$50	\$50
Mail Order Tier 1	\$20	\$20
90-day supply Tier 2	\$60	\$60
Tier 3	\$100	\$100