

Regular Meeting of the Shelton Public Schools Board of Education
Monday, April 13, 2026
the Elementary Conference Room
7:30 PM Central

1. Call to order and roll call
2. Pledge of Allegiance
3. Routine matters
 - 3.a. Review and approve minutes
 - 3.b. Review and approve claims
4. Request to address the Board of Education
5. Reports
 - 5.a. Financial Report
 - 5.b. Board Report
 - 5.c. Superintendent's Report
 - 5.d. Elementary Principal's Report
 - 5.e. HS Principal's Report
6. New Business
 - 6.a. Discuss, review, and take all necessary actions to approve an amended Policy 2009 Public Participation at Board Meetings and Statement To Be Read By Board President Prior to Public Comment.
 - 6.b. Discuss, review, and take all necessary actions to approve certified teaching contracts for all returning staff for the 2026-27 school year.
 - 6.c. Discuss, review, and take all necessary actions to approve the resignation of certified staff at the end of the 2025-2026 school year.
 - 6.d. Discuss, review, and take all necessary actions to approve teaching contracts for Caitlin Orton and McKinley Ritner.
 - 6.e. Discuss, review, and take all necessary actions to approve funds from savings to CD's at Cornerstone Bank for 7 months at a rate of 3.7%.

- 6.f. Discuss, review, and take all necessary actions to approve to enter into the ESSA Title Consortium with ESU 10, consorting Title IIA and EL funds.
 - 6.g. Discuss, review, and take all necessary actions to approve the purchase of light volleyball uniforms and shorts for \$2,300 from BSN Sports.
 - 6.h. Discuss, review, and take all necessary actions to approve the certified staff/teacher district evaluation tool and contract with Network for Educator Effectiveness for \$1,770.
 - 6.i. Discuss, review, and take all necessary actions to approve the district evaluation tool for Principals and contract with Network for Educator Effectiveness (price included with certified teacher purchase).
 - 6.j. Discuss, review, and take all necessary actions to approve updating the new gym graphics on the end lines in the amount of \$2,352.94 with Egan Supply.
 - 6.k. Discuss, review, and take all necessary actions to approve the amended contract with Mr. Engel to include salary for coaching duties during the 2026-2027 school year in the amount of \$5,096.
7. Adjournment

Pledge of Allegiance

I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

Regular Meeting of the Shelton Public Schools Board of Education

Monday, March 9, 2026

the Elementary Conference Room

7:30 PM

President Johnson called the Regular Meeting of the Shelton Public Schools Board of Education to order at 7:35 PM on Monday, March 9, 2026 in the Elementary Conference Room. The meeting was advertised in accordance to Policy 2008. An open meetings poster, agendas and procedures to address the Board of Education were available to visitors.

1. Call to order and roll call

Kay Johnson: Present, Emmy Power: Present, Levi Rogers: Present, Lisa Stewart: Present, Dana Tompkin: Absent, Chuck Wiese: Absent. Present: 4, Absent: 2. Wiese will be arriving later in the meeting.

Motion made by Kay Johnson seconded by Emmy Power to excuse Dana Tompkin and Chuck Wiese from the meeting tonight. Vote: Passed

Dana Tompkin: Absent, Chuck Wiese: Absent, Kay Johnson: Yea, Emmy Power: Yea, Levi Rogers: Yea, Lisa Stewart: Yea
Yea: 4, Nay: 0, Absent: 2

2. Pledge of Allegiance

3. Routine matters

3.a. Review and approve minutes

Motion made by Emmy Power seconded by Lisa Stewart to review and approve minutes. Vote: Passed

Dana Tompkin: Absent, Chuck Wiese: Absent, Kay Johnson: Yea, Emmy Power: Yea, Levi Rogers: Yea, Lisa Stewart: Yea
Yea: 4, Nay: 0, Absent: 2

3.b. Review and approve claims

Chuck Wiese: Present. Present: 5, Absent: 1. Wiese joined the meeting at 7:44 PM.

Motion made by Levi Rogers seconded by Lisa Stewart to review and approve claims. Vote: Passed

Dana Tompkin: Absent, Kay Johnson: Yea, Emmy Power: Yea, Levi Rogers: Yea, Lisa Stewart: Yea, Chuck Wiese: Yea
Yea: 5, Nay: 0, Absent: 1

4. Request to address the Board of Education

There were no requests to address the Board of Education.

5. Reports

5.a. Financial Report

Superintendent Engel reported on the financial health of the district. He reported that the district is in good financial condition. Discussion from the board was around securing short term Certificate of Deposits before the April 2026 school board meeting.

5.b. Board Report

President Johnson, Vice-President Tompkin, and Superintendent Engel attended the NASB President's retreat on February 1st, 2026.

There are upcoming workshops and conferences on the following dates listed below.

Budget & Finance Workshops: Tuesday, March 10 -Seward, Tuesday, March 24 -West Point, Tuesday, April 7 -Ogallala.

Amplified Finance Workshop: Wednesday, April 8 -Kearney.

NRCSA Annual conference on March 18 thru the 20th.

5.c. Superintendent's Report

Superintendent Engel reported on a variety of items with highlights around maintenance schedules and the State Aid calculation for the district. February 27th we received our certified State Aid for the 2026-2027 school year. For the 2026-2027 school year we will receive \$498,940 which is \$85,537 more than we received for the 2025-2026 school year.

5.d. Elementary Principal's Report

Principal Kenton reported that there are currently 156 students enrolled in the elementary school. NSCAS testing dates will be communicated to parents in April and the summer school schedule dates are being finalized and will be finalized and reported at a later meeting.

5.e. HS Principal's Report

Principal Hostetler reported on many celebrations over the last few months. The winter dance was a big success. Principal Hostetler also reported on vape/air quality sensor testing and evaluation, while pricing will be presented at a later date if testing goes well. 7-12 enrollment is currently at 121 students.

6. New Business

6.a. Discuss, review, and take all necessary actions to approve a 1-year contract extension through 2027-2028 school year.

Motion made by Kay Johnson seconded by Levi Rogers to approve a 1-year contract extension through the 2027-2028 school year. Vote: Passed

Dana Tompkin: Absent, Kay Johnson: Yea, Emmy Power: Yea, Levi Rogers: Yea, Lisa Stewart: Yea, Chuck Wiese: Yea

Yea: 5, Nay: 0, Absent: 1

6.b. Discuss, review, and take all necessary actions to approve the superintendent's salary increases with a total package increase of 4.84% (Salary \$140,600).

Motion made by Emmy Power seconded by Chuck Wiese to approve the superintendent's salary increases with a total package increase of 4.84%, which includes a salary increase of 0.19% plus an 4.65% increase in the cost of associated benefits. Vote: Passed

Dana Tompkin: Absent, Kay Johnson: Yea, Emmy Power: Yea, Levi Rogers: Yea, Lisa Stewart: Yea, Chuck Wiese: Yea

Yea: 5, Nay: 0, Absent: 1

6.c. Discuss, review, and take all necessary actions to approve the purchase of a 65" touchscreen and 2-year subscription of the Rocket Alumni Solutions software at a total cost of \$6451.00 (Actual district cost after community partnerships: \$576)

Motion made by Lisa Stewart seconded by Chuck Wiese to approve the purchase of a 65" touchscreen and 2-year subscription of the Rocket Alumni Solutions software at a total cost of \$6451.00 with an actual district cost after community partnerships of \$576. Vote: Passed

Dana Tompkin: Absent, Kay Johnson: Yea, Emmy Power: Yea, Levi Rogers: Yea, Lisa Stewart: Yea, Chuck Wiese: Yea

Yea: 5, Nay: 0, Absent: 1

6.d. Discuss, review, and take all necessary actions to approve the discard, sale, or donation of surplus inventory.

Motion made by Levi Rogers seconded by Kay Johnson to approve the sale of the surplus inventory as presented, if items are unable to be sold items can be donated or discarded at the discretion of Superintendent Engel. Vote: Passed

Dana Tompkin: Absent, Kay Johnson: Yea, Emmy Power: Yea, Levi Rogers: Yea, Lisa Stewart: Yea, Chuck Wiese: Yea

Yea: 5, Nay: 0, Absent: 1

6.e. Discuss, review, and take all necessary actions to approve the resignation of certificated staff.

There were no resignations presented for review.

7. Adjournment

Motion made by Levi Rogers seconded by Chuck Wiese to adjourn the Regular Meeting of the Shelton Public Schools Board of Education at 9:31 PM. Vote: Passed

Dana Tompkin: Absent, Kay Johnson: Yea, Emmy Power: Yea, Levi Rogers: Yea, Lisa Stewart: Yea, Chuck Wiese: Yea

Yea: 5, Nay: 0, Absent: 1

Respectfully Submitted,
Levi C. Rogers, Secretary

Apr-26

Card-1074	Vendor	Cost	Program	Amount
	Wal-Mart	\$ 139.40	Concessions	\$ 638.33
	Sam's Club	\$ 264.53	NHS	\$ 251.16
	Casey's	\$ 234.40	Board Other	\$ 50.98
	OTC Brands	\$ 251.16	Secondary Teaching	\$ 43.88
	Memorial Tree	\$ 50.98	Elem SPED	\$ 49.99
	Teachers Pay Teachers	\$ 43.88	Music Misc	\$ 5.00
Card-3923	Everyday Speech	\$ 49.99	Athletics	\$ 546.40
	Teachers Pay Teachers	\$ 5.00	HS SPED	\$ 453.00
Card-6044	MyCustomGolfBall	\$ 546.40	Board Travel	\$ 77.36
	Jump Reading	\$ 453.00	Athletics	\$ 2,174.40
	FyreModern	\$ 77.36		
Card-8273	Hampton Inns	\$ 1,728.00		
	Best Western	\$ 446.40		
	Total	\$ 4,290.50	Total	\$ 4,290.50
	General Fund		Activity Fund	
	\$ 680.21		\$ 3,610.29	
		\$ 4,290.50		

Petty Cash Reimbursement - 3/30/2026					
Date	Check #	Vendor	Cost	Program	Amount
3/30/2026	3552	Sam's Club	\$ 328.99	Secondary Misc	\$164.50
				Elementary Misc	\$164.49
		Total	\$ 328.99		\$328.99
		General Fund		Lunch Fund	
		\$328.99			
			\$328.99		

Shelton Public School

Check Listing Report

Accounting Cycle: FY25-26; Begin Date: 04/01/2026; End Date: 04/30/2026; Bank: [All]; Sort By Element: FUND; Account Expression: ([FUND] = "01") ; Created On: 4/10/2026 3:03:40 PM

Check Date	Check Number	Payee	Description	Type	Amount
04/13/2026	57972	Acellus Educational Services LLC	Sec. Teaching - Acellus Gold	Accounts Payable	\$869.00
04/13/2026	57973	Amazon Capital Services, Inc.	Sec/Elem Supplies, Custodial	Accounts Payable	\$1,074.97
04/13/2026	57974	BB's Parts & Service	Maint - Vehicle - Bulk Diesel Fluid	Accounts Payable	\$17.05
04/13/2026	57974	BB's Parts & Service	Custodial Supplies	Accounts Payable	\$85.09
04/13/2026	57974	BB's Parts & Service	Custodial Supplies	Accounts Payable	\$81.02
04/13/2026	57974	BB's Parts & Service	Maint - Vehicle- Supplies	Accounts Payable	\$16.84
04/13/2026	57974	BB's Parts & Service	Maint - Vehicle- Supplies	Accounts Payable	\$17.03
04/13/2026	57974	BB's Parts & Service	Custodial Supplies	Accounts Payable	\$18.29
04/13/2026	57974	BB's Parts & Service	Blaster Dry Lube	Accounts Payable	\$15.16
04/13/2026	57975	Black Hills Energy	Utility - Gas	Accounts Payable	\$4,940.16
04/13/2026	57976	Builders How-to Warehouse	Custodial Supplies	Accounts Payable	\$99.91
04/13/2026	57976	Builders How-to Warehouse	Custodial Supplies	Accounts Payable	\$84.87
04/13/2026	57976	Builders How-to Warehouse	Custodial Supplies	Accounts Payable	\$209.00
04/13/2026	57977	Business Card	Board Other. Secondary Teaching, ELEM SPED, Music Misc, HS SPED, Board Travel	Accounts Payable	\$680.21
04/13/2026	57978	Cash-wa Distributing Co.	Custodial Supplies	Accounts Payable	\$326.00
04/13/2026	57979	Central Nebraska Bobcat	Bobcat Rental	Accounts Payable	\$7,000.00
04/13/2026	57980	Children's Nebraska	Elem SPED - Psych Eval	Accounts Payable	\$411.00
04/13/2026	57981	CL Repair	Maint of Equipment - 2 Batteries for Clarke CA60 24B	Accounts Payable	\$730.00
04/13/2026	57982	Clipper Publishing Co., Inc.	Minutes & Claims - Advertisement	Accounts Payable	\$119.61
04/13/2026	57982	Clipper Publishing Co., Inc.	Help wanted-Elem Teach/Volleyball,Newsletter	Accounts Payable	\$1,473.50
04/13/2026	57983	Consolidated Concrete Co.	Upkeep of Grounds	Accounts Payable	\$537.70
04/13/2026	57984	Construction Rental Kearney	Custodial Supplies	Accounts Payable	\$75.00
04/13/2026	57985	Copper Penny Station, LLC	Fuel	Accounts Payable	\$1,864.75
04/13/2026	57986	Culligan	RO System Rent w/Pump	Accounts Payable	\$49.00
04/13/2026	57987	DAS State Accounting - Central Finance	Distance Learning	Accounts Payable	\$468.06
04/13/2026	57987	DAS State Accounting - Central Finance	Distance Learning	Accounts Payable	\$468.06
04/13/2026	57987	DAS State Accounting - Central Finance	Distance Learning	Accounts Payable	\$468.06
04/13/2026	57988	Eakes Office Solutions	Teaching Supply-Sec/Elem	Accounts Payable	\$449.90
04/13/2026	57988	Eakes Office Solutions	Teaching Supply-Sec/Elem	Accounts Payable	\$95.96
04/13/2026	57989	Educational Service Unit #10	Spring Librarian Meet-J.Wiese, IPG Training-J.Kenton, Quiz Bowl	Accounts Payable	\$149.32
04/13/2026	57989	Educational Service Unit #10	HAL-Quiz Bowl	Accounts Payable	\$109.32

04/13/2026	57989	Educational Service Unit #10	CAVSC Repair/Labor/Tech/Tech Support	Accounts Payable	\$285.82
04/13/2026	57989	Educational Service Unit #10	Speech SA secondary	Accounts Payable	\$1,374.84
04/13/2026	57989	Educational Service Unit #10	Speech SA Elem	Accounts Payable	\$14,498.28
04/13/2026	57989	Educational Service Unit #10	OT SA Sec	Accounts Payable	\$919.59
04/13/2026	57989	Educational Service Unit #10	OT SA Elem	Accounts Payable	\$919.59
04/13/2026	57989	Educational Service Unit #10	PT Ages3-4	Accounts Payable	\$229.89
04/13/2026	57989	Educational Service Unit #10	OT B-2	Accounts Payable	\$229.89
04/13/2026	57989	Educational Service Unit #10	Psychology Secondary	Accounts Payable	\$1,556.35
04/13/2026	57989	Educational Service Unit #10	Psychology Elem	Accounts Payable	\$1,556.35
04/13/2026	57989	Educational Service Unit #10	Psych Ages 3-4	Accounts Payable	\$389.08
04/13/2026	57989	Educational Service Unit #10	Psych Ages B-2	Accounts Payable	\$389.08
04/13/2026	57989	Educational Service Unit #10	PT Secondary	Accounts Payable	\$527.55
04/13/2026	57989	Educational Service Unit #10	PT Elementary	Accounts Payable	\$527.55
04/13/2026	57989	Educational Service Unit #10	Speech Ages 3-4	Accounts Payable	\$1,321.27
04/13/2026	57989	Educational Service Unit #10	PT Ages 3-4	Accounts Payable	\$131.89
04/13/2026	57989	Educational Service Unit #10	PT B-2	Accounts Payable	\$131.89
04/13/2026	57989	Educational Service Unit #10	SPED Super Secondary	Accounts Payable	\$658.17
04/13/2026	57989	Educational Service Unit #10	SPED Super Elem	Accounts Payable	\$658.17
04/13/2026	57989	Educational Service Unit #10	SPED Super 3-4	Accounts Payable	\$150.03
04/13/2026	57989	Educational Service Unit #10	SPED Super B-2	Accounts Payable	\$150.03
04/13/2026	57989	Educational Service Unit #10	Vocational Secondary	Accounts Payable	\$84.51
04/13/2026	57989	Educational Service Unit #10	LMPH-SA	Accounts Payable	\$625.00
04/13/2026	57989	Educational Service Unit #10	LMPH-Elem	Accounts Payable	\$625.00
04/13/2026	57989	Educational Service Unit #10	Speech B-2	Accounts Payable	\$660.64
04/13/2026	57989	Educational Service Unit #10	Audiology SA Sec	Accounts Payable	\$50.74
04/13/2026	57989	Educational Service Unit #10	Audiology SA Elem	Accounts Payable	\$50.74
04/13/2026	57989	Educational Service Unit #10	Audiology Ages 3-4	Accounts Payable	\$12.69
04/13/2026	57989	Educational Service Unit #10	Audiology Ages B-2	Accounts Payable	\$12.69
04/13/2026	57989	Educational Service Unit #10	Deaf Education Secondary	Accounts Payable	\$639.09
04/13/2026	57989	Educational Service Unit #10	Deaf Education Elem	Accounts Payable	\$319.55
04/13/2026	57990	Frontline Technologies Group, LLC	Audit & Accounting - Time & Attendance	Accounts Payable	\$6,776.01
04/13/2026	57991	Heartland Disposal, Inc.	Trash Removal	Accounts Payable	\$613.80
04/13/2026	57992	Heritage Landscape Supply	Care/Upkeep of Grounds	Accounts Payable	\$88.54
04/13/2026	57992	Heritage Landscape Supply	Stripe Marking Paint/Hunter Solenoid/Poly/Rotor	Accounts Payable	\$679.86
04/13/2026	57993	Hobby Lobby Stores, Inc	Art Supplies	Accounts Payable	\$101.87
04/13/2026	57994	Instrumentalist Awards, LLC	Music-MISC-Sousa Combination	Accounts Payable	\$93.00
04/13/2026	57995	Kearney Winlectric Co.	Custodial Supplies	Accounts Payable	\$237.32
04/13/2026	57995	Kearney Winlectric Co.	Custodial Supplies	Accounts Payable	\$230.87

04/13/2026	57996	KSB School Law PC LLO	District Legal	Accounts Payable	\$225.00
04/13/2026	57997	L and N Enterprises	Upkeep of Grounds - Removal of trees/cement/grass	Accounts Payable	\$700.00
04/13/2026	57998	Language Testing International, Inc	Secondary Teaching - AAPPL Testing	Accounts Payable	\$16.50
04/13/2026	57999	Larry's Market	Art/Secondary Teaching	Accounts Payable	\$150.68
04/13/2026	58000	Matheson Tri-Gas, Inc.	Ag Supplies	Accounts Payable	\$96.26
04/13/2026	58000	Matheson Tri-Gas, Inc.	Ag Supplies	Accounts Payable	\$88.51
04/13/2026	58001	McCool Junction Public Schools	District Speech-Cost District Speech	Accounts Payable	\$236.83
04/13/2026	58002	McGraw-Hill, LLC	Engelmann Osborn Language for Thinking - EL SPED	Accounts Payable	\$3,191.21
04/13/2026	58003	MCI	Telephone	Accounts Payable	\$62.88
04/13/2026	58004	Menards	Custodial Supplies	Accounts Payable	\$159.70
04/13/2026	58005	Mid-Nebraska Aggregate, Inc.	TopSoil-Sand	Accounts Payable	\$799.43
04/13/2026	58006	NAEA Executive Director	Dues/Fees-Secondary	Accounts Payable	\$275.00
04/13/2026	58007	NASB ALICAP	Board Dues/Fees-President's Workshop-D.Tompkin	Accounts Payable	\$150.00
04/13/2026	58007	NASB ALICAP	Admin-President's Workshop-R.Engel	Accounts Payable	\$150.00
04/13/2026	58007	NASB ALICAP	Board Dues/Fees-President's Workshop-K. Johnson	Accounts Payable	\$150.00
04/13/2026	58008	NCS Pearson, Inc.	Elem/HS SPED-WIAT Response Booklets	Accounts Payable	\$131.20
04/13/2026	58008	NCS Pearson, Inc.	Elem/HS SPED - WIAT 4Q Interactive	Accounts Payable	\$46.06
04/13/2026	58009	Nebr. Council of School Administrators	R. Engel-NCSA Member	Accounts Payable	\$75.00
04/13/2026	58010	Nebraska Air Filter, Inc.	Operation of Building-Filters	Accounts Payable	\$1,561.31
04/13/2026	58011	Nebraska Central Telephone Co	Telephone	Accounts Payable	\$270.74
04/13/2026	58012	Nebraska Department of Education	Dues/Fees-Professional Development - HS - NDE Data Conference	Accounts Payable	\$175.00
04/13/2026	58013	Nebraska Public Power Dist.	Utility-Electricity	Accounts Payable	\$36.84
04/13/2026	58013	Nebraska Public Power Dist.	Utility-Electricity	Accounts Payable	\$2,397.21
04/13/2026	58013	Nebraska Public Power Dist.	Utility-Electricity	Accounts Payable	\$52.63
04/13/2026	58013	Nebraska Public Power Dist.	Utility-Electricity	Accounts Payable	\$992.11
04/13/2026	58014	Nebraska Rural Community Schools Association	L. Stewart-Registration-Board Fees	Accounts Payable	\$250.00
04/13/2026	58014	Nebraska Rural Community Schools Association	Board Dues/Fees-K. Johnson	Accounts Payable	\$250.00
04/13/2026	58015	One Source The Background Check Company	Board Dues/Fees-Background Check	Accounts Payable	\$19.00
04/13/2026	58016	Optum	FSA	Accounts Payable	\$150.00
04/13/2026	58017	Rasmussen Mechanical Services	Operation of Building-Dampers	Accounts Payable	\$1,649.33
04/13/2026	58018	Sam's Club/Synchrony Bank	Sec Teaching	Accounts Payable	\$175.83
04/13/2026	58018	Sam's Club/Synchrony Bank	PK Supplies	Accounts Payable	\$15.98
04/13/2026	58018	Sam's Club/Synchrony Bank	Sec Misc-Big Deal Day-Water	Accounts Payable	\$17.96
04/13/2026	58019	Shelton School Petty Cash	Secondary/Elem Misc-Petty Reimb - 3/30/2026	Accounts Payable	\$328.99
04/13/2026	58020	SPORT SAFE Testing Service, Inc.	Drug Testing	Accounts Payable	\$407.00

04/13/2026	58020	SPORT SAFE Testing Service, Inc.	Random Drug Testing	Accounts Payable	\$531.00
04/13/2026	58021	Titan Machinery, Inc.	Custodial Supplies	Accounts Payable	\$37.75
04/13/2026	58022	Village Of Shelton	Water/Sewer	Accounts Payable	\$981.92
04/13/2026	58023	Woodward Disposal Service, Inc.	Trash Removal	Accounts Payable	\$30.00
04/13/2026	58024	Yanda's Music	Music Supplies-Reeds	Accounts Payable	\$30.00
04/13/2026	58024	Yanda's Music	Instrument Repair-Clarinet	Accounts Payable	\$72.50
04/13/2026	58024	Yanda's Music	Music Supplies - Case	Accounts Payable	\$50.00
04/13/2026	58024	Yanda's Music	Instrument Repair-Clarinet	Accounts Payable	\$73.50
04/13/2026	58024	Yanda's Music	Music Supplies - Reeds	Accounts Payable	\$48.00
04/13/2026	58024	Yanda's Music	Music Supplies - Reeds	Accounts Payable	\$46.00
04/13/2026	58024	Yanda's Music	Music Supplies - Tenor Sax Ligature	Accounts Payable	\$8.00
04/13/2026	58024	Yanda's Music	Music HS-Supplies - Alto Sax Reeds, American Custom Timpani	Accounts Payable	\$75.00
04/13/2026	58024	Yanda's Music	HS Music Supplies - Clarinet Reeds	Accounts Payable	\$48.00
Sub Total					\$78,996.93

Shelton Public School

Check Register Report by Check Number

Bank: [All]; Bank Account: [All]; Begin Check Number: 57962; End Check Number: 58024; Check Status: Paid; Created On: 4/10/2026 3:08:15 PM

Bank		Account Number				
Cornerstone Bank		031038968				
Paid Date	Check Number	Type	Vendor Name	Amount	Check Status	
4/9/2026	57962	Payroll Liability	Aflac	\$2,202.05	Paid	
4/9/2026	57963	Payroll Liability	Blue Cross Blue Shield	\$55,215.98	Paid	
4/9/2026	57964	Payroll Liability	Companion Insurance Company	\$109.50	Paid	
4/9/2026	57965	Payroll Liability	Dist. 19 Payroll Acct.	\$6,698.22	Paid	
4/9/2026	57966	Payroll Liability	District 19 Payroll Acct.	\$51,661.67	Paid	
4/9/2026	57967	Payroll Liability	Horace Mann Life Insurance Co	\$400.00	Paid	
4/9/2026	57968	Payroll Liability	Payroll Account - Dist 19	\$533.33	Paid	
4/9/2026	57969	Payroll Liability	Principal Life Insurance Co	\$917.60	Paid	
4/9/2026	57970	Payroll Liability	Shelton School Payroll Acct.	\$38,169.58	Paid	
4/9/2026	57971	Payroll Liability	Vision Service Plan	\$538.80	Paid	
4/13/2026	57972	Accounts Payable	Acellus Educational Services LLC	\$869.00	Paid	
4/13/2026	57973	Accounts Payable	Amazon Capital Services, Inc.	\$1,074.97	Paid	
4/13/2026	57974	Accounts Payable	BB's Parts & Service	\$250.48	Paid	
4/13/2026	57975	Accounts Payable	Black Hills Energy	\$4,940.16	Paid	
4/13/2026	57976	Accounts Payable	Builders How-to Warehouse	\$393.78	Paid	
4/13/2026	57977	Accounts Payable	Business Card	\$680.21	Paid	
4/13/2026	57978	Accounts Payable	Cash-wa Distributing Co.	\$326.00	Paid	
4/13/2026	57979	Accounts Payable	Central Nebraska Bobcat	\$7,000.00	Paid	
4/13/2026	57980	Accounts Payable	Children's Nebraska	\$411.00	Paid	
4/13/2026	57981	Accounts Payable	CL Repair	\$730.00	Paid	
4/13/2026	57982	Accounts Payable	Clipper Publishing Co., Inc.	\$1,593.11	Paid	
4/13/2026	57983	Accounts Payable	Consolidated Concrete Co.	\$537.70	Paid	
4/13/2026	57984	Accounts Payable	Construction Rental Kearney	\$75.00	Paid	
4/13/2026	57985	Accounts Payable	Copper Penny Station, LLC	\$1,864.75	Paid	
4/13/2026	57986	Accounts Payable	Culligan	\$49.00	Paid	
4/13/2026	57987	Accounts Payable	DAS State Accounting - Central Finance	\$1,404.18	Paid	
4/13/2026	57988	Accounts Payable	Eakes Office Solutions	\$545.86	Paid	
4/13/2026	57989	Accounts Payable	Educational Service Unit #10	\$29,944.60	Paid	
4/13/2026	57990	Accounts Payable	Frontline Technologies Group, LLC	\$6,776.01	Paid	
4/13/2026	57991	Accounts Payable	Heartland Disposal, Inc.	\$613.80	Paid	
4/13/2026	57992	Accounts Payable	Heritage Landscape Supply	\$768.40	Paid	
4/13/2026	57993	Accounts Payable	Hobby Lobby Stores, Inc	\$101.87	Paid	
4/13/2026	57994	Accounts Payable	Instrumentalist Awards, LLC	\$93.00	Paid	
4/13/2026	57995	Accounts Payable	Kearney Winlectric Co.	\$468.19	Paid	
4/13/2026	57996	Accounts Payable	KSB School Law PC LLO	\$225.00	Paid	
4/13/2026	57997	Accounts Payable	L and N Enterprises	\$700.00	Paid	
4/13/2026	57998	Accounts Payable	Language Testing International, Inc	\$16.50	Paid	
4/13/2026	57999	Accounts Payable	Larry's Market	\$150.68	Paid	
4/13/2026	58000	Accounts Payable	Matheson Tri-Gas, Inc.	\$184.77	Paid	
4/13/2026	58001	Accounts Payable	McCool Junction Public Schools	\$236.83	Paid	
4/13/2026	58002	Accounts Payable	McGraw-Hill, LLC	\$3,191.21	Paid	
4/13/2026	58003	Accounts Payable	MCI	\$62.88	Paid	
4/13/2026	58004	Accounts Payable	Menards	\$159.70	Paid	
4/13/2026	58005	Accounts Payable	Mid-Nebraska Aggregate, Inc.	\$799.43	Paid	
4/13/2026	58006	Accounts Payable	NAEA Executive Director	\$275.00	Paid	
4/13/2026	58007	Accounts Payable	NASB ALICAP	\$450.00	Paid	
4/13/2026	58008	Accounts Payable	NCS Pearson, Inc.	\$177.26	Paid	
4/13/2026	58009	Accounts Payable	NCSA	\$75.00	Paid	
4/13/2026	58010	Accounts Payable	Nebraska Air Filter, Inc.	\$1,561.31	Paid	
4/13/2026	58011	Accounts Payable	Nebraska Central Telephone Co	\$270.74	Paid	

4/13/2026	58012	Accounts Payable	Nebraska Department of Education	\$175.00	Paid
4/13/2026	58013	Accounts Payable	Nebraska Public Power Dist.	\$3,478.79	Paid
4/13/2026	58014	Accounts Payable	Nebraska Rural Community Schools	\$500.00	Paid
4/13/2026	58015	Accounts Payable	One Source The Background Check	\$19.00	Paid
4/13/2026	58016	Accounts Payable	Optum	\$150.00	Paid
4/13/2026	58017	Accounts Payable	Rasmussen Mechanical Services	\$1,649.33	Paid
4/13/2026	58018	Accounts Payable	Sam's Club/Synchrony Bank	\$209.77	Paid
4/13/2026	58019	Accounts Payable	Shelton School Petty Cash	\$328.99	Paid
4/13/2026	58020	Accounts Payable	SPORT SAFE Testing Service, Inc.	\$938.00	Paid
4/13/2026	58021	Accounts Payable	Titan Machinery, Inc.	\$37.75	Paid
4/13/2026	58022	Accounts Payable	Village Of Shelton	\$981.92	Paid
4/13/2026	58023	Accounts Payable	Woodward Disposal Service, Inc.	\$30.00	Paid
4/13/2026	58024	Accounts Payable	Yanda's Music	\$451.00	Paid
Sub Total				\$235,443.66	
Grand Total				\$235,443.66	

DISTRICT 19 FINANCIAL STATUS AS OF March 30,2026

CASH RESERVES:

GENERAL FUND CASH RESERVE	(3/31/2026) - Interest + \$5,027.96)		\$2,120,457.99
SPECIAL BUILDING CASH RESERVE	(3/31/2026) - Interest + \$388.49)		\$153,022.29

TOTAL CASH RESERVE ACCOUNTS: \$2,273,480.28

SAVINGS:

GENERAL FUND CR SAVINGS 5882	(3/31/2026) - Interest + \$2372.38)		\$322,502.56
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\$322,502.56

UNEMPLOYMENT SAVINGS #5891	(3/31/2026) - Interest + \$207.07)		\$28,149.57
VEH/BUS ACQ. Savings #9457	(3/31/2026) - Interest + \$363.09)		\$47,754.92
TECHNOLOGY ACQ SAVINGS # 5918	(3/31/2026) - Interest + \$2.58)		\$350.68
PARKING LOT DEPR. SAVINGS #5909	(3/31/2026) - Interest + \$575.80)		\$78,273.90
BAND UNIFORM SAVINGS #5900			\$0.10
HVAC Savings #9475	(3/31/2026) - Interest + \$1,204.85)		\$163,787.48

TOTAL DEPRECIATION SAVINGS: \$318,316.65

TOTAL SAVINGS: \$640,819.21

TOTAL OF DISTRICT FUNDS: \$2,914,299.49

<u>TAXES:</u>	<u>GENERAL</u>	<u>BUILDING</u>	<u>FUND TOTALS:</u>	
BUFFALO	\$620,557.23	\$9,688.56	GENERAL	\$2,442,960.55
HALL	\$11,426.44	\$159.64	DEPRECIATION	\$318,316.65
ADAMS	\$19.38	\$0.00	LUNCH	\$7,904.00
KEARNEY	\$590.94	\$0.00	SPECIAL BLDG	153,022.29
TOTAL TAXES	\$632,593.99	\$9,848.20		

Net Wages	\$ 185,918.77
Employee - Liabilities	\$ 93,988.64
General Fund Expenditures	\$ 78,996.93
Receipts for March 2026	\$ 757,203.75

CK #57961 - Payroll Check

				2024-25	2025-26					2024-25	2025-26
Sept. Expenditures Reported @ Board Mtg				\$93,616.00	\$89,095.64	Mar. Expenditures Reported @ Board Mtg				\$68,930.00	\$78,996.93
Sept. Net Payroll				\$276,383.00	\$284,894.57	Mar. Net Payroll				\$269,415.00	\$279,907.41
Sept. EOM Expenditures						Mar. EOM Expenditures					
Total Sept. Expenditures				\$369,999.00	\$374,990.21	Total Mar. Expenditures				\$338,345.00	\$358,907.41
Percent of Budget Spent				4.40%	5.25%	Accumulated Totals				\$2,617,341.00	\$2,567,317.74
Cash On Hand				\$2,489,235.00	\$2,517,819.43	Percent of Budget Spent				4.02%	5.02%
						Cash On Hand				\$2,355,282.00	\$2,914,299.49
											35.92%
Oct. Expenditures Reported @ Board Mtg				\$175,614.00	\$98,482.17	April Expenditures Reported @ Board Mtg				\$65,557.00	
Oct. Net Payroll				\$272,417.00	\$287,092.49	April Net Payroll				\$273,186.00	
Oct. EOM Expenditures						April EOM Expenditures					
Total Oct. Expenditures				\$448,031.00	\$385,574.66	Total April Expenditures				\$338,743.00	
Accumulated Totals				\$818,030.00	\$760,564.87	Accumulated Totals				\$2,956,084.00	
Percent of Budget Spent				5.33%	5.39%	Percent of Budget Spent				4.03%	
Cash On Hand				\$2,316,713.00	\$2,325,777.33	Cash On Hand				\$1,686,774.00	
Nov. Expenditures Reported @ Board Mtg				\$76,959.00	\$97,829.46	May Expenditures Reported @ Board Mtg				\$107,164.61	
Nov. Total Payroll				\$280,669.00	\$289,247.94	May Net Payroll				\$271,276.12	
Nov. EOM Expenditures						May EOM Expenditures					
Total Nov. Expenditures				\$357,628.00	387,077.40	Total May Expenditures				\$378,440.73	
Accumulated Totals				\$1,175,658.00	\$1,147,642.27	Accumulated Totals				\$3,334,524.73	
Percent of Budget Spent				4.25%	5.42%	Percent of Budget Spent				4.50%	
Cash On Hand				\$1,936,316.00	\$2,511,192.25	Cash On Hand				\$2,855,625.64	
Dec. Expenditures Reported @ Board Mtg				\$87,065.00	\$82,056.75	June Expenditures Reported @ Board Mtg				\$93,623.70	
Dec. Total Payroll				\$278,205.00	\$290,543.71	June Net Payroll				\$252,199.14	
Dec. EOM Expenditures						June EOM Expenditures					
Total Dec. Expenditures				365,270.00	\$372,600.46	Total June Expenditures				\$345,822.84	
Accumulated Totals				\$1,540,928.00	\$1,520,242.73	Accumulated Totals				\$3,680,347.57	
Percent of Budget Spent				4.34%	5.21%	Percent of Budget Spent				4.11%	
Cash On Hand				\$1,836,154.00	\$2,320,947.21	Cash On Hand				\$2,986,256.06	
Jan. Expenditures Reported @ Board Mtg				\$119,969.00	\$62,618.88	July Expenditures Reported @ Board Mtg				\$158,874.37	
Jan. Net Payroll				\$270,866.00	\$282,105.11	July Net Payroll				\$252,069.32	
Jan. EOM Expenditures						July EOM Expenditures					
Total Jan. Expenditures				\$390,835.00	\$344,723.99	Total July Expenditures				\$410,943.69	
Accumulated Totals				\$1,931,763.00	\$1,864,966.72	Accumulated Totals				\$4,091,291.26	
Percent of Budget Spent				4.65%	4.82%	Percent of Budget Spent				4.89%	
Cash On Hand				\$1,945,187.00	\$2,458,662.41	Cash On Hand				\$2,644,233.09	
					26.09%						
Feb. Expenditures Reported @ Board Mtg				\$73,981.00	\$62,646.30	August Expenditures Reported @ Board Mtg				\$70,218.91	
Feb. Net Payroll				\$273,252.00	\$280,797.31	August Net Payroll				\$286,655.15	
Feb. EOM Expenditures						August EOM Expenditures					
Total Feb. Expenditures				\$347,233.00	\$343,443.61	Total August Expenditures				\$356,874.06	
Accumulated Totals				\$2,278,996.00	\$2,208,410.33	Accumulated Totals				\$4,448,165.32	
Percent of Budget Spent				4.13%	4.81%	BUDGET				\$8,409,547.00	\$7,147,000.00
Cash On Hand				\$1,974,023.00	\$2,497,157.27	TOTAL % OF BUDGET SPENT =				52.89%	
					30.90%	Cash On Hand				\$2,162,351.29	

EXPENSES							
Three Year Comparison					General Fund Expenses for March 2026		
MONTH	2023-2024	2024-2025	2025-2026			2024-2025	2025-2026
September	\$346,149	\$369,999	\$374,990		GF Bills Payable	\$68,930	\$78,997
October	\$334,923	\$448,031	\$385,575		GF Payroll	\$269,415	\$279,907
November	\$346,254	\$357,628	\$387,077		Total	\$338,345	\$358,904
December	\$344,575	\$365,270	\$372,600				
January	\$315,345	\$390,835	\$344,724		General Fund Receipts for March 2026		
February	\$319,679	\$347,233	\$343,444			General	Building
March	\$320,777	\$338,345	\$358,904		Adams County	\$19.38	\$0.00
April	\$371,343	\$338,743			Buffalo County	\$620,557.23	\$9,688.56
May	\$376,126	\$378,441			Hall County	\$11,426.44	\$159.64
June	\$364,355	\$345,823			Kearney County	\$590.94	\$0.00
July	\$435,464	\$410,944			Total Monthly Receipts	\$632,593.99	\$9,848.20
August	\$340,448	\$356,874					
Running Total	\$4,215,438	\$4,448,165	\$2,567,314		FUND		Fund Totals
Annual budget	\$6,960,004	\$8,409,547	\$7,147,000		General Fund		\$2,442,960.55
Percent Spent	60.57%	52.89%	35.92%		Depreciation Fund		\$318,316.65
					Lunch Fund		\$7,904.00
Cash On Hand 3/4/26		\$2,914,299.49			Special Building Fund		\$153,022.29

Superintendent's Report

April 13, 2026

BUDGET/FINANCIAL UPDATE

- On Wednesday, April 8 I attended the NASB Amplified Finance Workshop in Kearney. I have a first draft of the General Fund completed with some temporary numbers that are unknown at this time (Valuation (August 20) and Real Growth Value). I have used estimated numbers based on the average from the last 3 years so that there is a base to build the budget. As final numbers are known, there will be final adjustments made. The initial draft has been shared with Carl Dietz and we will start making some adjustments to maximize authority while minimizing spending.

BUILDING AND GROUNDS

- The gym floors are scheduled to be sanded and refinished May 26-June 5. Due to the finish being a water-based product vs. oil, we should be able to be on it Monday, June 8 for camps, open gym, and other uses.
- The track projects have been completed with the addition of a discuss ring on the west side (Northwest) and the main long jump pits have been lengthened to a regulation size.
- We are adding electrical outlets to the concession stand at the track/field. The current outlets are all on the same circuit and continually fail when multiple items are plugged in when in use. There is more than enough room in the panel. It should be completed prior to our home track meet on April 16.

INFORMATIONAL ITEMS

- Surplus Inventory - We have sold both greenhouse tables and all of the track hurdles. Pleasanton is purchasing both greenhouse tables. The track hurdles went to three different schools (Elba, Silver Lake, and Loup City).
- Legislative Updates: LB 1050 failed to survive motion for cloture (cease debate) and will likely not return for further consideration. This bill would have added more requirements to the Nebraska Reading Act including the retention of 3rd grade students who were not proficient in reading by the end of third grade, additional dyslexia screening, interventions and more.
 - I have written letters in regards to LB 1050 and LB 937 (AM2965) and shared them with Senator Clouse. LB 937 & AM2965 were shut down on April 7.
 - LB803 is still out there which could change provisions around the joint public hearing along with the timing of some of the budget process.

WORKSHOPS, WEBINARS, CONFERENCES, & MEETINGS

Past Meetings Attended:

- NRCSA Spring Conference - March 18-20
- TVC Superintendent's Meeting during TVC Honor Band/Choir - Monday, March 23
- KSB Law Webinar - Tuesday, March 24
- NASB Amplified Finance Workshop - Wednesday, March 8
- NDE Literacy Advisor Panel - April 6
- NDE Literacy Leaders Panel - April 6
- Aptegy (district website) - April 7

Superintendent's Report

April 13, 2026

- LAN Managers Meeting ESU 10 Via Zoom - April 9

Upcoming Meetings:

- ESU 10 Region 4 Superintendent's Meeting -Kearney - Wednesday, April 15
- ESU 10 PD Planning Meeting



To: Board of Education
From: Jeff Kenton
Date: April 13, 2026
Re: Board Report

Enrollment Update

Current elementary enrollment stands at **163 students**.

Kindergarten Registration

Kindergarten registration was held on March 27th. We are currently expecting a class of **16 students** for the upcoming school year. The revised registration format proved to be effective, providing a more strategic opportunity to begin building positive relationships with families. Mrs. Gomez shared that this approach was beneficial in fostering early connections with incoming students and their families.

Preschool Registration

Preschool registration is scheduled for April 17th. We anticipate filling two sections, with **15 students in the morning session** and **15 students in the afternoon session**, resulting in two full classes for the 2026–2027 school year.

Staff Evaluations

All formal evaluations for certified staff have been completed.

Instruction and School Climate

As we enter the spring months, this continues to be a very busy and productive time of year at Shelton Elementary. Students and staff are actively engaged in learning while also preparing for upcoming **NSCAS testing**. In addition, classrooms are participating in various field trips that provide meaningful, real-world learning experiences for our students.

Our focus remains on **finishing the school year strong** while also building momentum as we prepare for the upcoming school year.

We continue to prioritize social-emotional learning through the implementation of **Boys Town social skills instruction**. Each week, a specific skill is introduced and taught during our morning meetings in the gym. These skills are then reinforced daily, with teachers intentionally revisiting and integrating them into classroom instruction and interactions throughout the week.

Social skills emphasized this spring include:

- Staying on Task
- Disagreeing Appropriately

- Following Instructions
- Getting the Teacher's Attention
- Ignoring Peer Distractions

This consistent focus supports a positive school climate and helps students develop the skills necessary for both academic and social success.

Respectfully Submitted,

Jeff Kenton



To: Shelton Board of Education
From: Mrs. Hostetler
Date: April 13, 2026
Re: Secondary Principal Report

- **Celebrations**

- Monthly Assemblies continue to highlight the positives & importance of the monthly themes & relationships
- March's theme: Students Making Responsible Choices
- April's theme: Students Who Demonstrate Integrity
- [Super Secret Staff Spirit Week](#) was held March 16-20, 2026
- ACTIONS Day at CCC on March 18, 2026 *Academic Competition that Inspires Our Nation's Scholars (Top finishes for four students)
- The Quiz Bowl team finished 3rd out of 33 schools (Kearney Catholic & Kearney High edged Shelton out from qualifying for the State Competition.)
- Local Essay Winners for the VFW Buffalo County America Essay Contest (Winners will be announced May 1st)
- State FFA successful convention & State Degrees awarded to 8 senior students along with one earning Stars Over Nebraska recognition as 1 of 24 finalists
- Big Deal Day, April 8, 2026

- **Trainings/Meetings**

- PowerScheduler Training at ESU10 on March 30 and Multiple Committee work sessions: (Hubbert, Hostetler, & Pope)
- Statewide Tornado Drill held on March 25, 2026
- [NoRedInk](#) Zoom with HS Staff for supplemental training possibility for supports with writing, ACT, MAPS, ELA, plus more
- Bound & AD/Admin. Weekly Meetings
- Teacher Professional Development Day, April 2, 2026
 - Committee meetings for ACT/PreACT, Prom, Academic Honors Night, Graduation, & Class Schedule
 - NEE Training for Leadership Committee & Staff
 - Curriculum Work w/ESU 10 support

- **Items of the Month**

- Enrollment, 7-12: 121 students
- ACT Assessment was given to all Juniors on April 8, 2026, & all were in attendance
 - Implementation by Hostetler & Hubbert + Lowe, Mike
- PreACT Assessment was given to Sophomores on April 8, 2026
 - Implementation by Kropp & Simmons
- NSCA Assessment for JH - implementation by Rabbe & Held & Glenn & Horak
- Weekly Training & Data Input on Bound with Superintendent & Activities Director
- Weekly Administration Team Meetings & Weekly MTSS Meetings
- Academic Assistance Period/Downlist
 - March: Average # Required to Attend Weekly: 19
 - **New quarter began, so uptick in numbers as more assignments are factored into the grades, etc.*
- Tardies & Expectations for [Standard of Practice](#)
 - 4 tardy detentions have been issued with start of 4th quarter
 - Dramatically decreased in number
 - Digital Hall Passes has helped along with holding accountability
- Revisit Phone Survey from previous meeting/discussion

- **Upcoming Events:**

- Professional Development Planning Meeting
with ESU 10 April 13, 2026
- Spanish Honor Society Induction April 13, 2026
- Shelton Track Meet April 16, 2026
**School will be a full-day in Session*
- Prom April 18, 2026
- Academic Honors Night April 20, 2026
- FFA Banquet April 22, 2026
- Project Wisdom Assembly April 29, 2026
- Twin Valley Conference Track May 2, 2026
- Teacher Appreciation Week May 4-8, 2026
- Seniors Last Day of School May 6, 2026
- Graduation May 9, 2026
- Board of Education Meeting May 11, 2026
- D-5 District Track @ Burwell May 13, 2026
- 7-12 Spring Concert May 14, 2026
- Activities Banquet May 15, 2026
- D-1 District Golf @ Indianhead, GI May 18, 2026
- Last Day of School for Students May 20, 2026
- Teacher Check-Out Day May 21, 2026
- State Track May 22-23, 2026
- State Boys Golf May 27-28, 2026

2009
Public Participation at Board Meetings

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

Except for closed sessions, the board will allow members of the public an opportunity to speak at each meeting. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

Adopted on: 12/14/81

Revised on: 12/8/08, 05/10/17, 6/17/24

Reviewed on: 1/15/21, 7/15/24

2009 Public Participation at Board Meetings

The Board of Education recognizes and values public interest and input regarding school district matters. Board meetings are held for the purpose of conducting the official business of the district. While meetings are open to the public in accordance with the Nebraska Open Meetings Act, they are meetings held in public and are not public forums.

A period for public comment be included on the agenda of regular meetings of the Board of Education. Individuals wishing to address the Board must be recognized by the Board President and shall identify themselves before speaking.

Public comments should be directed to matters related to the school district and the responsibilities of the Board. Lewd, obscene, slanderous, threatening, and hostile conduct or statements, and fighting words (words whose mere utterance entails a call of violence) will not be tolerated. Concerns or complaints regarding individual district employees are not appropriate for public comment and should instead be addressed through the district's administrative complaint procedures.

Individual speakers will be limited to **five (5) minutes to address the Board, with a maximum of sixty (60) cumulative minutes allotted for public comment unless otherwise modified by the Board President.** The Board President is responsible for maintaining order and ensuring adherence to the established time limits and procedures. If there are more than 12 individuals who wish to address the board, the 60 minutes will be divided equally between the number of speakers. These time limits may be extended by the board president.

The Board may listen to concerns presented during the public comment period; however, the Board will not typically respond to or take action on items raised unless the matter appears on the published agenda.

The Board reserves the right to adopt and enforce reasonable rules to ensure the orderly conduct of its meetings and compliance with the Nebraska Open Meetings Act.

Adopted on: 12/14/81

Revised on: 12/8/08, 05/10/17, 6/17/24

Reviewed on: 1/15/21, 7/15/24

Shelton Potential Internal Policy for BOE Policy 2009 - Public Participation at Board Meetings

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Public comments should be directed to matters related to the school district and the responsibilities of the Board. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements, and fighting words (words whose mere utterance entails a call to violence) will not be tolerated. Concerns or complaints regarding individual district employees are not appropriate for public comment and should instead be addressed through the district's administrative complaint procedures.

Deleted: Comments that are defamatory, abusive, or disruptive will not be permitted.

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Potential Statement to be read by Board President prior to public comment:

At this time, the Board will open the public comment portion of the meeting. We value and appreciate input from members of our community.

Board meetings are held to conduct the official business of the district. While meetings are open to the public, they are meetings held in public and are not public forums. Public comment provides an opportunity for individuals to share perspectives and concerns related to school district matters.

Individuals wishing to address the Board must first sign in with the recording secretary prior to the start of the meeting. When recognized by the Board President, speakers should state their name and may also identify their address, phone number, and the name of any organization they represent. The address and phone number requirement may be waived if necessary to protect the security of the individual.

Each speaker will be limited to **five minutes**, and the total time allotted for public comment will be **sixty minutes** unless modified by the Board. If there are more than 12 individuals who wish to address the board, the 60 minutes will be divided equally between the number of speakers.

Please direct comments to the Board as a whole. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements, and fighting words (words whose mere utterance entails a call to violence) will not be tolerated. Concerns regarding individual employees should be addressed through the district's administrative procedures rather than during public comment.

The Board will listen to all comments; however, the Board will generally not respond or take action on items raised unless the matter appears on the published agenda.

Thank you for your participation and for helping us maintain a respectful and orderly meeting.

Deleted: Comments that are defamatory, abusive, or disruptive will not be permitted.

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Please direct comments to the Board as a whole. Comments that are defamatory, abusive, or disruptive will not be permitted. Concerns regarding individual employees should be addressed through the district's administrative procedures rather than during public comment.

The Board will listen to all comments; however, the Board will generally not respond to public comment and will not take action on items raised unless the matter appears on the published agenda.

Thank you for your participation and for helping us maintain a respectful and orderly meeting.

March 16, 2026

Jeff Thober
620 E. 2nd Street
Shelton, NE 68876

To: Rod Engle / Shelton School Board

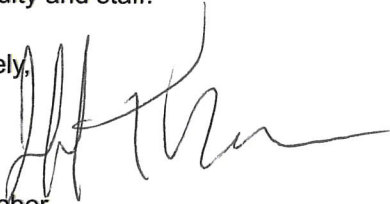
I am writing to formally resign from my position as your 6th Grade Classroom teacher, Junior High Football Coach, Junior High Girls Basketball Coach, and High School Girls Basketball Coach. It has been a privilege to be a part of this school and contribute to the growth and education of our students and athletes.

I am grateful for the opportunities and experiences I have had here, but after careful consideration, I have decided not to renew my contract. I believe it is time for me to explore new challenges and see what new opportunities arise.

I am committed to ensuring a smooth transition and would be more than willing to assist in any way possible during this process. If there is any information or help I can give to my successor in the classroom or on the court, I would be more than willing.

Thank you once again for the support, guidance, and opportunities during my tenure at Shelton. I am confident that the students at this institution will continue to thrive under the guidance of the faculty and staff.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Thober', with a long horizontal flourish extending to the right.

Jeff Thober

TEACHER'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of Buffalo County School District No. 19 referred to herein as the "Board" and "District" respectively, and **Caitlin Orton** a legally qualified teacher, referred to herein as the "Teacher".

WITNESSETH: The Board agrees to employ Teacher above named in the schools of the district for a school year, which shall begin on or about **August 11, 2026** and conclude on or about **May 24, 2027**. Teacher accepts such employment at a salary of **\$53,312.00** (Step 5/BA+36) under the following conditions:

FIRST: Teacher's compensation shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of September and the remaining installments shall be payable on the 20th day of each month thereafter.

SECOND: Teacher will abide by the District's and Administration's policies, rules, regulations and directives. Teacher's duties are subject to assignment by the Administration. Teacher agrees to devote full time during days of school to his/her position in all respects and to perform the assigned duties diligently and faithfully to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, Teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and the Teacher or at compensation based upon the negotiated extra-curricular pay schedule.

FOURTH: This contract may be canceled or amended during its term by majority of the Board members for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of Teacher's certificate by the State Board of Education; (b) breach of any material provision of this contract; (c) any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; or (j) any conduct that interferes substantially with the teacher's continued performance of duties. Cancellation or amendment under this contract shall be governed by applicable provisions of Nebraska statute.

FIFTH: Upon termination of this contract for just cause, or upon Teacher's release from this contract, the compensation paid or to be paid hereunder shall be an amount that bears the same ratio to the yearly compensation herein specified as the number of days of service to the date of such termination bears to the number of days of service in the contract year. Teacher shall refund any unearned fractional portion of an installment paid but not earned prior to termination of the contract.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract, provided no resignation shall become effective until the close of the school year unless it is accepted by the Board, which shall fix the time that the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security and Teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: Teacher affirms that he/she is not under contract with another school board or board of education within this state covering a part or all of the same time of performance as is contemplated by this agreement. Teacher affirms that he/she holds or will hold a valid Nebraska Teaching Certificate at the beginning of the term of this contract. This contract is not valid until said certificate is registered in the office of the Superintendent of Schools, and Teacher shall not be compensated for any services performed prior to the date of the registration.

NINTH: The compensation set forth in this agreement shall be subject to such adjustments as the Board and Teacher or Teacher's duly authorized bargaining agent may agree upon from time to time.

TENTH: Teacher's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District on or before **March 13, 2026** shall constitute a rejection of this offer of employment.

ELEVENTH: Other Contract Terms:

Executed 3/12, 2026.


Teacher

Executed _____, 2026.

Board President

Board Secretary

TEACHER'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of Buffalo County School District No.19 referred to herein as the "Board" and "District" respectively, and **McKinley Ritner** a legally qualified teacher, referred to herein as the "Teacher".

WITNESSETH: The Board agrees to employ Teacher above named in the schools of the district for a school year, which shall begin on or about **August 11, 2026** and conclude on or about **May 24, 2027**. Teacher accepts such employment at a salary of **\$39,200.00** (Step 1/BA) under the following conditions:

FIRST: Teacher's compensation shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of September and the remaining installments shall be payable on the 20th day of each month thereafter.

SECOND: Teacher will abide by the District's and Administration's policies, rules, regulations and directives. Teacher's duties are subject to assignment by the Administration. Teacher agrees to devote full time during days of school to his/her position in all respects and to perform the assigned duties diligently and faithfully to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, Teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and the Teacher or at compensation based upon the negotiated extra-curricular pay schedule.

FOURTH: This contract may be canceled or amended during its term by majority of the Board members for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of Teacher's certificate by the State Board of Education; (b) breach of any material provision of this contract; (c) any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; or (j) any conduct that interferes substantially with the teacher's continued performance of duties. Cancellation or amendment under this contract shall be governed by applicable provisions of Nebraska statute.

FIFTH: Upon termination of this contract for just cause, or upon Teacher's release from this contract, the compensation paid or to be paid hereunder shall be an amount that bears the same ratio to the yearly compensation herein specified as the number of days of service to the date of such termination bears to the number of days of service in the contract year. Teacher shall refund any unearned fractional portion of an installment paid but not earned prior to termination of the contract.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract, provided no resignation shall become effective until the close of the school year unless it is accepted by the Board, which shall fix the time that the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security and Teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: Teacher affirms that he/she is not under contract with another school board or board of education within this state covering a part or all of the same time of performance as is contemplated by this agreement. Teacher affirms that he/she holds or will hold a valid Nebraska Teaching Certificate at the beginning of the term of this contract. This contract is not valid until said certificate is registered in the office of the Superintendent of Schools, and Teacher shall not be compensated for any services performed prior to the date of the registration.

NINTH: The compensation set forth in this agreement shall be subject to such adjustments as the Board and Teacher or Teacher's duly authorized bargaining agent may agree upon from time to time.

TENTH: Teacher's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District on or before **April 3, 2026** shall constitute a rejection of this offer of employment.

ELEVENTH: Other Contract Terms:

Executed April 2nd, 2026.

McKinley Ritner
Teacher

Executed _____, 2026.

Board President

Board Secretary

Fund	Amount to CD	Amount Remaining in Fund
General Fund Savings	\$322,000.00	\$502.56
Unemployment Savings	\$25,000.00	\$3,149.57
Veh/Bus ACQ. Savings	\$47,000.00	\$754.92
Technology Savings	\$0.00	\$350.68
Parking Lot Depr. Savings	\$75,000.00	\$3,273.90
HVAC Savings	\$133,000.00	\$30,787.48
Total in CDs	\$602,000.00	



Cornerstone Bank Offices:
Main Bank: York (402) 363-7411

Albion 402-395-2151
Ashton 308-738-2282
Aurora 402-694-6151
Bartlett 308-654-3231
Beaver Lake 402-296-8002
Bradshaw 402-736-4331
Central City 308-946-3862
Clay Center 402-762-3518
Clearwater 402-485-2216
Columbus 402-563-1070
Creighton 402-358-3726
Davenport 402-364-2165
Edgar 402-224-3205

Franklin 308-425-6225
Geneva 402-759-4421
Glenvil 402-771-2281
Grand Island 308-382-9059
Guide Rock 402-257-2165
Hampton 402-725-3577
Harvard 402-772-2151
Henderson 402-723-4786
Hildreth 308-938-2155
Malmo 402-642-5246
Marquette 402-854-2221
McCool Junction 402-724-2121
Monroe 402-495-2305

Murray 402-235-2351
North Loup 308-496-4401
Orchard 402-893-2805
Polk 402-765-2191
Rising City 402-542-2442
St. Edward 402-678-2244
Shelton 308-647-5131
Stromsburg 402-764-2511
Sutton 402-773-5521
Tilden 402-368-5361
Waco 402-728-5282
Wilcox 308-478-5241

Investment Options At CORNERSTONE BANK...

Certificate of Deposit Rates

<u>TERM</u>	<u>INTEREST RATE</u>	<u>ANNUAL PERCENTAGE YIELD (APY)</u>
3 Month *NO PENALTY*	1.39	1.40
6 Month	1.60	1.61
7 Month - Special	3.70	3.75
10 Month - Special	3.45	3.50
12 Month	2.05	2.07
18 Month	2.19	2.21
24 Month	2.24	2.26
30 Month	2.30	2.32
36 Month	2.40	2.42
48 Month	2.50	2.52

No Penalty feature available on 3 month COD only.

Interest on all COD's is compounded quarterly. Minimum deposit is \$500.00. Substantial penalty for early withdrawal.
The Annual Percentage Yield assumes interest will remain on deposit until maturity. A withdrawal of interest will reduce earnings.
Call Cornerstone Bank for effective rates after the quoted date.

.....**QUOTED RATES GOOD THROUGH 05/05/2026**.....

Visit our website cornerstoneconnect.com

Premier Money Market Account

<u>INTEREST RATE</u>	<u>APY</u>	<u>BALANCE RANGE</u>	
0.00%	0.00%	\$ 0 - 999.99	Daily access to your money by check.
0.95%	0.95%	\$ 1,000 - 49,999.99	You may have up to 6 debits per statement cycle.
1.00%	1.00%	\$ 50,000 - 99,999.99	\$1,000 minimum required to open a Premier Account.
1.25%	1.26%	\$ 100,000 - 249,999.99	Rates may change and fees may reduce earnings.
1.45%	1.46%	\$ 250,000 - 499,999.99	Interest is compounded and credited every month.
1.86%	1.88%	\$ 500,000 & Over	Annual Percentage Yield (APY) effective 10/09/2024.

Member FDIC

Educational Service Unit 10
Kearney, NE



ESSA Title Funds
2026-2027 Consortium Participation Information

School District Shelton Public Schools

*Is there a non-public affiliated with your district? Yes _____ No X

Consortium Participation

☐ **I plan to consort 100% of funds in the following title programs:**

- | | | |
|--|--------------|-------------|
| • Title II-A (Teacher and Principal Training) | Yes <u>✓</u> | No _____ |
| • Title III-EL (English Learner) | Yes <u>✓</u> | No _____ |
| • Title IV (Student Support & Academic Enrichment) | Yes _____ | No <u>✓</u> |

☒ **I plan to enter into a Title I-A Support Contract** Yes ✓ No _____

- District Contract Cost
 - 2% of total 2026-2027 Title I allocation
- Contract to be issued and signed in July 2026

☐ **I do not plan to consort any title funds with ESU 10.**



Superintendent Signature

3-31-26

Date

Return by **April 17, 2026** to Denise O'Brien, dobrien@esu10.org

Educational Service Unit 10
76 Plaza Boulevard
PO Box 850
Kearney, NE 68848-0850
FAX: 308-237-5920

BSN Sports			
Volleyball Uniforms	Price	Number Ordered	Total Cost
Arourfuse Gametime V-Neck Jersey	\$65.00	20	\$1,300.00
Armorfuse Line Shot Short 3.0	\$50.00	20	\$1,000.00
		Total (minus shipping)	\$2,300.00

ARMOURFUSE VOLLEYBALL



**ARMOURFUSE GAMETIME
LONG SLEEVE V-NECK**

ADULT: XS-2XL

YOUTH: YSM-YLG

SHIP: 6/1/2026

STYLE	SIZE	PRICE
UJVIG6W (W)	XS-2XL	\$85.00
UJVIG6G (G)	YSM-YLG	\$75.00

Lightweight blur mesh. Increased ventilation with increased mesh usage. 2-Ply bottom sleeve.



TITANS



OLYMPIANS



TOPSPIN



ARCH



**ARMOURFUSE GAMETIME
CAP SLEEVE V-NECK**

ADULT: XS-2XL

YOUTH: YSM-YLG

SHIP: 6/1/2026

STYLE	SIZE	PRICE
UJVIG5W (W)	XS-2XL	\$80.00
UJVIG5G (G)	YSM-YLG	\$70.00

Lightweight blur mesh. Increased ventilation with increased mesh usage.



TITANS



OLYMPIANS



TOPSPIN



ARCH

OVERSIZED SURCHARGE +\$5 PER SIZE | ALL BASE JERSEY DESIGN IS APPROVED FOR HS/COLLEGIATE PLAY

ARMOURFUSE VOLLEYBALL

ARMOURFUSE SLEEVE

ADULT: XXS-2XL, OVERSIZE 3XL,4XL
SINGLE PAIR

STYLE	SIZE	PRICE
UJVXSIW (W)	XXS-2XL	\$41.00

2-Ply performance stretch fabric.
Compression fit.



ARMOURFUSE LINE SHOT SHORT 3.0

ADULT: XS-2XL, OVERSIZE 3XL
YOUTH: YSM-YLG

4" SHORT	SIZE	PRICE
UJVS83W (W)	XS-2XL	\$69.00
UJVS83G (G)	YSM-YLG	\$64.00
3" SHORT	SIZE	PRICE
UJVS86W (W)	XS-2XL	\$69.00

Lightweight, 4-Way stretch fabrication improves range of motion and dries faster. Smooth flatlock seams prevent chafing. 4" and 3" inseam available, Girls only available in 4". Sublimated Back Wasteband, Options to add team name, team logo.



BLK GPH MDN RED RYL

OVERSIZED SURCHARGE +\$5 PER SIZE | ALL BASE JERSEY DESIGN IS APPROVED FOR HS/COLLEGIATE PLAY

ARMOURFUSE SHOWTIME SLEEVELESS JERSEY

ADULT: XS-2XL, OVERSIZE 3XL

YOUTH: YSM-YXL

STYLE	SIZE	PRICE
UJVJSLW (W)	XS-2XL	\$92.00
UJVJSLG (G)	YSM-YLG	\$83.00

Signature HeatGear® fabrication with 4-way stretch. Mesh back panel for added breathability. Double side seam panel for more tapered body fit. Adult tall (+2") option available - applies to body and sleeve length. Bomber inspired V-Neck collar.



PARIS

NEW DESIGN FIRST SHIP: 6/1/2026



DIG



ELITE



ACE



SET



BLOCK

OVERSIZED SURCHARGE +\$5 PER SIZE | ALL BASE JERSEY DESIGN IS APPROVED FOR HS/COLLEGIATE PLAY

1389623 WOMEN'S UA TEAM SHORTY 4"

\$33.00 | COMPRESSION | 

SIZES: XS-2XL

FABRIC: 87% POLYESTER, 13% ELASTANE

SHIP: C/O

Super-light HeatGear® fabric delivers superior coverage without weighing you down. Material wicks sweat & dries really fast. 4-way stretch construction moves better in every direction. Anti-odor technology prevents the growth of odor-causing microbes. Removed front seam for maximum comfort. Updated waistband elastic with softer hand-feel. Inseam: 4". Heatseal Logo.



YOUTH: 6001943 | \$25.00 | YSM-YLG

Y = YOUTH OFFERING

1389624 WOMEN'S UA TEAM SHORTY 3"

\$33.00 | COMPRESSION | 

SIZES: XS-2XL

FABRIC: 87% POLYESTER, 13% ELASTANE

SHIP: C/O

Super-light HeatGear® fabric delivers superior coverage without weighing you down. Material wicks sweat & dries really fast. 4-way stretch construction moves better in every direction. Anti-odor technology prevents the growth of odor-causing microbes. Removed front seam for maximum comfort. Updated waistband elastic with softer hand-feel. Inseam: 3". Heatseal Logo.



Sport/Activity	Year	Last Purchase-New	25-26	26-27	27-28	28-29	29-30	30-31	31-32	32-33	33-34	34-35
Fall Seasons												
Football		2025-2026 - Both Light & Dark	USE					Order Lights	Order Dark Use Light	Use Dark		
Volleyball		Light 22-23 Dark 24-25	Order Light	Use		Order Dark	Use		Order Light	Use		Order Dark
Cross Country - Girls		NA										
Cross Country - Boys		NA										
Winter Seasons												
Girls Wrestling						Order	Use				Order	Use
Boys Wrestling					Order	Use				Order	Use	
Girls Basketball				Order Light	Use		Order Dark	Use		Order Light	Use	
Boys Basketball				Order Light	Use		Order Dark	Use		Order Light	Use	
Spring Seasons												
Boys Golf												
Girls Track and Field (tops & Shorts)		2023-2024				Order Light	Use					Order Light
Boys Track and Field (tops & Shorts)		2026-2027	Order Light	Use					Order Light	Use		

NETWORK FOR EDUCATOR EFFECTIVENESS

Agreement
University of Missouri
Assessment Resource Center
and
the District

This Agreement is between The Curators of the University of Missouri, a public corporation and institution of higher education organized and existing under the laws of the State of Missouri, through and on behalf of the Assessment Resource Center ("ARC") in the College of Education (collectively "University") and

School District Name:	Shelton Public Schools
School District Address:	210 9th St., Shelton, NE 68876

("District") relating to District's subscription to the University's web-based tool called the Network for Educator Effectiveness ("NEE Tool"), and the District's use of the following elements:

- ☒ NEE Teacher, NEE Specialist, and NEE Principal Evaluation Measures
- ☒ NEE Professional Responsibilities Evaluation
- ☐ NEE POWERHUB Peer Observation Measure

The initial term ("Initial Term") of this Agreement is as indicated below.

☒ This Agreement is a single year agreement of one "Annual Period" beginning on July 1, 2026 ("Effective Date") and ending on June 30, 2027. Payment of an "Agreement Fee" of \$1,770 for the Initial Term is due before September 1, 2026 or this Agreement shall terminate automatically on September 1, 2026.

☐ This Agreement is a multi-year agreement consisting of _____ "Annual Periods" beginning on July 1, _____ ("Effective Date") and ending on June 30, _____. Payment of an "Agreement Fee" of \$ _____ for the Initial Term is due before September 1, _____ or this Agreement shall terminate automatically on September 1, _____.

The standard terms and conditions set forth in Exhibit A form part of this Agreement, and are incorporated by reference. To the extent there is a conflict between this Agreement and Exhibit A, Exhibit A controls.

Part I. As part of this Agreement, the University agrees to do the following:

1. Provide access to the web-based NEE Tool for all End Users (as defined in Exhibit A). Each End User's level of access to NEE will be based on the role identified for each End User (e.g., principal, teacher) by the District.
2. Provide annual evaluator trainings to the District.

Part II. As part of this Agreement, the District agrees to do the following:

1. In the case of an agreement with an Initial Term of one Annual Period, make timely payment of the "Agreement Fee" to the University based on the fee schedule available and published effective March 1st of the current calendar year at <https://nee-onlinemanager.missouri.edu/FeeSchedule> by the first September 1 date after the Effective Date. Published fees are based on the latest student head count for the District reported to the applicable state Department of Education as of the Effective Date. For agreements having an Initial Term consisting of multiple Annual Periods, the overall Agreement Fee will also be based on the number of Annual Periods of the Initial Term and the latest student head count for the District reported to the applicable state Department of Education as of the Effective Date. This Agreement Fee must be paid by the first September 1 date after the Effective Date. However, no portion of the Agreement Fee applicable to the Initial Term shall be refundable or reduced based upon any reduction in student head count during the Initial Term.
2. Submit electronically (import) all requested rosters that identify End Users and their NEE Role, as soon as available but not later than the first September 1 date after the Effective Date, and to maintain and update throughout the year and establish a policy to ensure secure access.
3. Ensure that each person identified by Customer as an End User has completed the trainings required by the University to become an End User.
4. As more generally set forth in Exhibit A, grant permission to the University the following rights regarding all District NEE Data (including data at the District, school, and End User level) that the District provides to NEE through the NEE Tool or other means, during the term of this Agreement and thereafter. This includes the right of the University:
 - a. To digitally store the District NEE Data on University servers;
 - i. District NEE Data entered into NEE's digital storage space is not confidential as between the District and NEE.
 - ii. The District represents and warrants that it is legally authorized to enter the District NEE Data into NEE's digital storage space. The District represents and warrants that it has gained any and all necessary releases and authorizations pertaining to District NEE Data entered into NEE's digital storage space, including but not limited to parental releases for student information and/or images.
 - iii. The District acknowledges that by entering District NEE Data into NEE's digital storage space, no confidential, fiduciary, contractually implied or other relationship is created between the District and the University.
 - b. To identify the District as a NEE Member;
 - c. To use District NEE Data for monitoring, analysis, evaluation and research;
 - i. Reports that may identify the District NEE Data will only be viewable internally by NEE staff for purposes such as quality assurance, technical support, and improvement of NEE.
 - ii. Reports, publications, or presentations that may be published or disseminated publicly will not include any identifying information of the District, school, or any individual End User.
 - iii. NEE encourages researchers to use the de-identified and/or aggregated data to improve education. No personally identifying information will be shared.
5. As more generally set forth in Exhibit A, acknowledge that the intent of the NEE Tool is

to enhance the effectiveness of educators by highlighting areas for growth and that NEE is not purporting to be the District's exclusive tool of evaluation for purposes of promotion, discipline, or termination. The District further acknowledges that any choice to incorporate the NEE Tool into its evaluation processes is at the sole discretion, responsibility, and liability of the District. The District is responsible for results obtained from the use of the NEE Tool and that the University and its service units have no liability in relation to what the District chooses to do with the District NEE Data obtained from the use of the NEE Tool; nor can the University or its units be liable for fraud or fraudulent misrepresentation knowingly or unknowingly undertaken by the District or any of its End Users.

6. Designate a District staff member as the NEE Point of Contact who will serve as the primary conduit for communication related to this Agreement, the NEE Tool, and training and support and services related to membership in NEE. When requested, the NEE Point of Contact will channel NEE communication to appropriate District staff, including communications to End Users or District Technical Support Staff.
7. Consider participation in opportunities initiated by the University, by member Districts, or others, to enhance the performance and content of NEE based on End User experiences, to share best practices for its implementation, to share learning from analysis of NEE and other data, and other forms of knowledge sharing to the NEE members.

For the District:

Superintendent of Schools

University of Missouri:

Thomas Hairston

Director, NEE

Chase Bunker

Chase Bunker, OSPA

Michele Kennett

Michele Kennett, Division of Research

EXHIBIT A: NEE TOOL SUBSCRIPTION AGREEMENT
STANDARD TERMS AND CONDITIONS

Article I. Definitions

Section 1.01 “Customer” means the legal entity identified as the District in the first paragraph of page 1 of this Agreement.

Section 1.02 “Customer Data” means all information, data, or material which is uploaded to, transferred through, posted, processed, entered, collected by, collected on behalf of, or generated using the NEE Tool by Customer. “Customer Data” includes, for example, all documents, spreadsheets, text, and reports generated by an End User using the NEE Tool.

Section 1.03 “End User” means an individual employed by Customer:

- (a) Who has been assigned a Customer Role by the Customer; or
- (b) Who has been supplied a user identification and password by Customer (or by University at Customer’s request); and

Customer is solely responsible for assigning each End User a level of access. Further, failure on the part of any individual identified by Customer as being an End User to receive the required University annual trainings will result in access privileges to the NEE Tool being denied or revoked to the individual.

Section 1.04 “Intellectual Property” means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information, further including all ideas, inventions, original works of authorship, mask works, technical data, know how, machines, research, plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, service marks, business methods, and business information, whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

Section 1.05 “NEE Tool” means the on-line tools available at <https://nee-onlinemanager.missouri.edu> and any associated software, including any new releases, modifications, updates, improvements or enhancements to the web site. The NEE Tool includes all computer code, graphics, user interfaces, page headers, images, footers, links, illustrations, graphics, animations, video clip, multimedia clips, text and audiovisual content used.

Section 1.06 “Third Party Content” means any information, data, or materials, including without limitation documents, spreadsheets, text, images, audiovisual media, designs, patterns, entries, web pages, reports, and similar material – regardless of whether in visual, written, audible, or electronic form, which is owned or controlled by third parties that is displayed, included, or made available using the NEE Tool. Third Party Content may be either (1) internally accessible using the NEE Tool or (2) externally accessible, for example, by providing a link to such Third Party Content.

Article II. Grant of License

Section 2.01 License to Customer and End Users.

- (a) For the fee set forth at <https://nee-onlinemanager.missouri.edu/FeeSchedule> and

otherwise subject to the terms and conditions of this Agreement, University hereby grants to Customer and its End Users a limited, non-exclusive, non-transferable, non-sublicensable license to access and use, on a software-as-a-service (SaaS) basis only, the NEE Tool for Customer's non-commercial internal purposes only during the term of this Agreement. Continuing access to the NEE Tool is contingent upon compliance with the terms and conditions of this Agreement.

- (b) End Users may download, print and store selected portions of the material on the NEE Tool under the licenses set forth in Section 2.01(a) provided such End User:
 - (i) only uses copies of the NEE Tool material (other than Customer Data provided by such End User) for End User's own personal, non-commercial, educational, training, evaluation, and professional development purposes; and
 - (ii) does not copy, reproduce or post any NEE Tool material (other than Customer Data provided by such End User) publicly, including but not limited to through dissemination on any network computer, or broadcast or redistribution of the material (other than Customer Data provided by such End User) in any media or through any channel; and
 - (iii) ensures the security and confidentiality of all account logins and passwords assigned to the End User in order to limit access to the assigned End User; and
 - (iv) does not modify or alter the NEE Tool material (other than Customer Data provided by such End User); and
 - (v) does not delete, obscure or change any copyright, trademark or other proprietary notice or disclaimers contained in the NEE Tool material (other than Customer Data provided by such End User); and
 - (vi) attributes the source of the NEE Tool material if the material states the name of the author (in the case of a copyrightable work), the performer (in the case of a performer's performance), the maker (in the case of a sound recording); and
 - (vii) complies with any purposes or conditions for which such NEE Tool material was uploaded, created, or otherwise made.

Section 2.02 License to University. Customer hereby grants to University a perpetual, irrevocable, worldwide, royalty-free, sublicensable, transferable, non-exclusive license to:

- (a) use, reproduce, display, adapt, modify, create derivative works of, translate, or use the Customer Data for purposes of quality assurance, technical support, and improvement of the NEE Tool; and
- (b) use, reproduce, display, adapt, modify, create derivative works of, translate, use, or distribute any aggregated anonymized Customer Data for reporting, research, academic, or educational purposes, provided that the same: (i) does not contain any personally identifying information; and (ii) does not identify Customer or any particular End User in anyway.

Section 2.03 Revisions. All annual fees, if applicable, set forth in the current University price schedule may be revised by University on an annual basis.

Section 2.04 Nonpayment. Any amount not received by University when due and not disputed in good faith shall be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less. If Customer's account is overdue (except with respect to charges disputed in good faith), in addition to any of its other rights or remedies, University reserves the right to suspend use and access to the NEE Tool provided to Customer and its End Users, without liability

to Customer, until such amounts are paid in full.

Section 2.05 End User Agreement. Customer understands and agrees that in order to gain access to and use the NEE Tool, all End Users must create an account with the University and comply with the terms of this Agreement.

Section 2.06 Security. Customer is responsible for ensuring that all End Users maintain security by safeguarding passwords. Further, because of the sensitive and confidential nature of the Customer Data stored by University using the NEE Tool, Customer agrees to inform its End Users that they must prevent unauthorized access to the NEE Tool, including maintaining security of passwords.

Section 2.07 Liability for End Users. Customer is responsible and liable for any and all acts and omissions of its End Users made in connection with this Agreement. Without limiting the foregoing, Customer agrees to be jointly and severally liable for any and all acts and omissions of its employees, consultants, and independent contractors made in connection with this Agreement.

Section 2.08 End User Access Not Transferable. Unless otherwise agreed in writing, an individual End User's right to use the NEE Tool is not transferable to another individual End User. It is a material breach of this Agreement for Customer (or its End Users) to allow unauthorized access to the NEE Tool.

Article III. Customer Responsibilities

Section 3.01 Representations and Warranties. Customer, on behalf of its employees, consultants, and independent contractors, represents and warrants that Customer:

- (a) has the authority and capacity to enter into this Agreement and to carry out and perform its obligations as set forth herein;
- (b) shall be solely responsible for ensuring that its access and use of the NEE Tool by its End Users does not violate any laws to which Customer is subject or violate or infringe the rights of any third party, including without limitation those involving spamming, privacy, obscenity, or defamation, copyright, trademark, patent, child protective email address registry, FERPA, and export control;
- (c) shall not remove any proprietary notices or labels of University or third parties with respect to Third Party Content;
- (d) shall be solely responsible for the fairness, adequacy, accuracy, completeness, quality, integrity, reliability, truthfulness, and legality of all Customer Data and of the means of acquisition of the Customer Data;
- (e) shall provide to University such information and data as is reasonably necessary to enable University to perform its obligations under this Agreement;
- (f) shall use commercially reasonable efforts to prevent unauthorized access to or use of the NEE Tool, and notify University promptly of any such unauthorized access or use;
- (g) shall not use the NEE Tool to store or transmit any unlawful, hateful, infringing, harmful, threatening, abusive, harassing, offensive, libelous, defamatory, slanderous, immoral, pornographic, indecent, obscene, fraudulent, discriminatory, or objectionable or unacceptable material;
- (h) shall not use the NEE Tool to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;

- (i) shall not interfere with or disrupt the integrity or performance of the NEE Tool;
- (j) shall not attempt to gain unauthorized access to the NEE Tool or its related systems or networks, including any access to the NEE Tool code;
- (k) shall not, except as expressly permitted in this Agreement, permit any third party to access the NEE Tool by anyone beyond those authorized End Users;
- (l) shall not copy, distribute, reproduce, publish, license, create derivative works based on, transfer, rent, lease, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any or a portion of the NEE Tool;
- (m) shall not advertise or solicit funds for goods or services using the NEE Tool;
- (n) shall not, except for Customer's own internal non-commercial use, copy, frame, or mirror any part or content of the NEE Tool; and
- (o) shall not build a service or web site that competes with the NEE Tool.

Section 3.02 University Rights. Customer is solely responsible for the Customer Data as part of the NEE Tool. University has the right to monitor the Customer Data but shall have no obligation to do so. If University, in its sole discretion, deems any Customer Data to be unlawful, hateful, infringing, harmful, threatening, abusive, harassing, offensive, libelous, defamatory, slanderous, immoral, pornographic, indecent, obscene, fraudulent, discriminatory, or objectionable or unacceptable, University has the right, but not the obligation, to remove or deny access to such Customer Data. Customer agrees that University shall not be liable to Customer for any action taken by University to remove or restrict access to such Customer Data, nor for any action taken to restrict access to any Customer Data posted in violation of any law, regulation or rights of a third party. University reserves the right to take all reasonable actions to remove or restrict access to any such Customer Data, including restriction, suspension or termination of Customer's access to NEE Tool and/or deletion of the Customer Data in question.

Section 3.03 Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the NEE Tool, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance or local telephone service (collectively, "Equipment"). Customer shall be responsible for ensuring that such Equipment is compatible with the NEE Tool and complies with all configurations and specifications provided by University, which may be amended from time to time.

Article IV. Proprietary Rights and Customer Content

Section 4.01 University Ownership of IP in the NEE Tool. Customer acknowledges that University shall own all right, title, and interest to the NEE Tool and all Intellectual Property therein. Without limiting the foregoing, the software, workflow processes/protocols, indicator scoring guides, designs, know-how and other technologies provided by University as part of it allowing access to the NEE Tool are the proprietary property of University and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with University and its licensors. University reserves all rights unless expressly granted in this Agreement.

Section 4.02 Customer Data. All Customer Data is and will be, as among University, and End User, and Customer, the property of Customer or End User. The Customer Data is licensed to University in accordance with Section 2.02.

Section 4.03 Feedback. University has and will have a perpetual, irrevocable, worldwide,

royalty-free, sub-licensable, transferable, non-exclusive license to use or incorporate into the NEE Tool, without any obligation to compensate Customer in any way, any comments, suggestions, enhancement requests, recommendations or other feedback provided by Customer, its End Users, and any other Customer employees or agents relating to the NEE Tool.

Section 4.04 Disclaimer of Third Party Content. University makes no representations or warranties, and expressly disclaims all implied warranties and conditions with respect to all Third Party Content, and will not be liable to Customer or any End User for any damage, cost, loss, expense or liability suffered or incurred by Customer as a result of its use or inability to use any Third Party Content.

Section 4.05 Access to Third Party Content. The NEE Tool features and functionalities that interoperate with Third Party Content are entirely dependent upon the continuing availability of such Third Party Content and any Intellectual Property related thereto. If a third party ceases to make available any such Third Party Content on which any aspect of the NEE Tool depends, then University may alter or cease providing such features or functionality without prior notice to Customer or any End User. Similarly, University will alter or cease providing features or functionality if required to do so by applicable laws. In addition, Third Party Content that may be accessed from, displayed on, or linked to from the NEE Tool are not available in all languages or in all countries or regions. University makes no representation that the NEE Tool or such Third Party Content is appropriate or available for use in any particular location. To the extent that any End User chooses to use or access the NEE Tool and/or Third Party Content, each End User does so as his/her own initiative and shall be solely responsible for compliance with any applicable laws, including but not limited to applicable local laws. University reserves the right to change, suspend, remove, or disable access to any Third Party Content at any time without notice. In no event will University be liable for the removal of or disabling of access to any such Third Party Content. University may also impose limits on the use of or access to certain Third Party Content, in any case and without notice or liability.

Article V. Confidential Information

Section 5.01 Confidentiality

- (a) Customer understands and acknowledges that Customer Data is not confidential as between Customer and University. Customer represents and warrants that it is legally authorized to enter the Customer Data using the NEE Tool and that Customer has gained any and all necessary releases and authorizations pertaining to the Customer Data, including but not limited to parental releases for student information or images and compliance with the Family Educational Rights and Privacy Act (FERPA). Customer acknowledges that by entering data using the NEE Tool, no confidential, fiduciary, contractually implied or other relationship is created between Customer and University.
- (b) In accordance with the license granted in Section 2.02(b) for all Customer Data used for reporting, research, academic, or educational purposes, including any academic publications, University shall remove any personally identifying information in the Customer Data.
- (c) Customer understands and agrees that University may store the Customer Data indefinitely and may also disclose the same to third parties, without notice to Customer or the End User if required by law or in the good faith belief that such disclosure is reasonably necessary to (a) enforce or comply with this Agreement or

(b) respond to claims that the Customer Data violates the rights of any third party.

Section 5.02 Sunshine Law. Customer acknowledges that University is subject to the Missouri Sunshine Act, 610 RSMo. All Customer Data shall be owned by Customer and to the extent permitted by law, shall be deemed to constitute “individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment” of Customer under RSMo 610.021(13).

Article VI. Disclaimer of Warranties

Section 6.01 No Editorial Control. Customer acknowledges that University exercises no editorial control over Customer Data. The views and opinions expressed in such information do not reflect those of University. University makes no warranties or representations regarding the fairness, adequacy, accuracy, completeness, quality, integrity, reliability, truthfulness, and legality of such information.

Section 6.02 No Warranty. Notwithstanding anything else contained in this Agreement, University does not represent or warrant that:

- (a) the features or functionality contained in the NEE Tool (including the NEE Tool) will meet the requirements of Customer or any of its End Users;
- (b) any particular results can or will be achieved from the use of the NEE Tool;
- (c) any educational, training, evaluation, or professional development programs contained in the NEE Tool are suitable for any purpose;
- (d) the operation or availability of the NEE Tool will be uninterrupted or error-free; or
- (e) any requirements of any civil or governmental authority to which Customer is subject shall be met.

Section 6.03 No Warranty. THE NEE TOOL (AND ANY THIRD PARTY CONTENT) IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR WARRANTIES OF NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UNIVERSITY MAKES NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE NEE TOOL, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OR ERROR IN THE NEE TOOL UNDER ANY CIRCUMSTANCES.

Article VII. Limitations of Liabilities and Remedies, and Indemnities

Section 7.01 Limitation of Liabilities. IN NO EVENT SHALL UNIVERSITY ITS CURRENT OR FORMER CURATORS, AGENTS, EMPLOYEES, AND AFFILIATES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, OR IN TORT (INCLUDING NEGLIGENCE OR OTHERWISE), AND INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, ATTORNEYS' AND EXPERTS' FEES, REGARDLESS OF WHETHER UNIVERSITY MAY BE ADVISED, MAY HAVE OTHER REASON TO KNOW, OR IN FACT MAY KNOW OF THE POSSIBILITY, INCLUDING BUT NOT LIMITED TO ALL CLAIMS ARISING OUT OF THIS AGREEMENT, ALL USE OF THE NEE TOOL, OR WITH RESPECT TO THE INSTALLATION, IMPLEMENTATION, CUSTOMIZATION, USE, INABILITY TO USE, OPERATION OR SUPPORT OF THE NEE TOOL. Without limiting the

foregoing, Customer acknowledges that it is solely responsible and liable for any results obtained from the use of the NEE Tool and that University has no liability in relation to what Customer chooses to do with the Customer Data obtained from the use of the NEE Tool.

Section 7.02 Remedies: Aggregate Liability. In no event will the total aggregate liability of University to Customer for any and all claims relating to this Agreement, based upon any legal theory, including but not limited to breach of warranty, breach of contract (including fundamental breach), negligence, other tort claims or strict liability exceed the last Annual Period fee paid prior to the first act or omission giving rise to the claim.

Section 7.03 Indemnity. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless University, its current or former, curators, agents, employees, and affiliates from any and all claims, actions or demands, including, without limitation, reasonable legal fees, accounting fees, and expert fees, arising out of, related to, or in conjunction with (a) the use of the NEE Tool by Customer and its End Users, directors, agents, employees and representatives, including but not limited to those based on any fraudulent, invalid, duplicate, incomplete, unauthorized, or misleading information submitted or reported, (b) any unauthorized use, access or distribution of the NEE Tool caused, in whole, or in part, by Customer or its End Users; (c) any breach of any term, condition, obligation, covenant, representation, or warranty by Customer or its End Users, (d) any violation of any law or regulation by Customer or its End Users (including but not limited to any rights of privacy), (e) the infringement, misappropriation or violation by Customer or its End Users of any patent, copyright, trademark, trade secret or other proprietary or privacy right of a third party, or (f) the exercise or any rights granted to Customer under this Agreement.

Article VIII. Term and Termination

Section 8.01 Term. The term of this Agreement is set forth in the second paragraph on page one of this Agreement.

In the case where the Initial Term is a single Annual Period, this Agreement shall automatically renew effective July 1st of each calendar year for additional successive Annual Periods unless the District provides written notice of its intent not to renew this Agreement at least 90 days prior to the end date (June 30th) of then current Annual Period.

In the case where the Initial Term consists of more than one Annual Period, this Agreement shall automatically renew for successive Annual Periods effective the first July 1st date after the Initial Term and on each July 1st date thereafter unless the District provides written notice of its intent not to renew this Agreement at least 90 days prior to the end date (June 30th) of the Initial Term or the then current Annual Period.

The Agreement Fee for each renewed Annual Period shall be the fee available and published effective March 1st of the then current calendar year at <https://nee-onlinemanager.missouri.edu/FeeSchedule> based on the latest student head count for the District reported to the applicable state Department of Education. District must pay the Agreement Fee for each renewed Annual Period before September 1 of that period.

Section 8.02 University's Right to Terminate. University may, in its sole discretion, immediately terminate this Agreement, suspend Customer's ability to access the NEE Tool (in whole or in part), or suspend the delivery of the NEE Tool (in whole or in part) if Customer or its End User commits a breach of the terms of this Agreement or any other agreement between

Customer and University, and such breach has not been rectified within twenty (20) days of receipt of notice by Customer requiring that Customer remedy such breach. In the case of an agreement with an Initial Term consisting of more than one Annual Period, University may terminate this Agreement during the Initial Term as to any upcoming Annual Periods in the event the student head for District increases by more than 25% from the reported student head count as of the Effective Date.

District's Right to Terminate. In the case where the Initial Term consists of more than one Annual Period, District may give notice during any current Annual Period of its intent to terminate this Agreement as to all subsequent Annual Periods by delivering written notice of intent to terminate to University at least 90 days prior to June 30th of the then current Annual Period. If Customer provides such timely notice, the Agreement shall terminate effective June 30th of the then current Annual Period. University will refund to District only fees applicable to Annual Periods subsequent to the end of the then current Annual Period during which timely notice of intent to terminate is received. Refund amounts for timely terminated subsequent Annual Periods will be calculated as follows: 100% of remaining of years.

Section 8.03 No Waiver. Notwithstanding termination of this Agreement for any reason, such termination will not relieve either party from any obligation or liability that has accrued under this Agreement to the date thereof, or from the performance of its obligations under this Agreement to the date thereof.

Section 8.04 Survival. All provisions of this Agreement that would reasonably be expected to survive the termination or expiration of this Agreement shall do so, including Section 2.02 (License to University), Section 3.01 (Representations and Warranties), Section 4.01 (University Ownership of the NEE Tool), Section 4.03 (Feedback), Section 4.04 (Disclaimer of Third Party Content), Section 4.05 (Access to Third Party Content), Article V (Confidential Information), Article VI (Disclaimer of Warranties), Article VII (Limitation of Liabilities, Remedies, and Indemnities), Article VIII (Term and Termination) and Article IX (Miscellaneous).

Section 8.05 Customer Data Portability Upon Termination. Upon termination of this Agreement, University will make only the raw classroom observations, student surveys, professional development plans, unit of instructions, specialist organizers, and principal evaluation measures contained in the Customer Data available to Customer for export or download solely in a Microsoft Excel (.XLS) or Common Separated Values (.CSV) file format through August 31. For clarity, the University will not provide any customizable reports, or written components of any organizer instruments after termination. After August 31, University will have no obligation to maintain or provide any Customer Data to Customer. The University, may in its discretion, extend the time period for accessing the foregoing Customer Data for an additional fee.

Article IX. Miscellaneous

Section 9.01 Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof.

Section 9.02 Polls/Feedback. University, may, from time to time (but no more than quarterly), conduct polls of End Users to ascertain and measure the use and enjoyment of the NEE Tool by End Users. Customer agrees to encourage its End Users to cooperate with University by providing the information requested by University in order for University to improve and

expand the NEE Tool.

Section 9.03 Publicity. Customer agrees that University will have the right to use the name and logos of Customer in its University's promotional materials (including, without limitation, on any web sites owned or controlled by University), and to indicate that Customer is a subscriber of the NEE Tool.

Section 9.04 Trademarks. "Network for Educator Effectiveness", "NEE", and "EDHUB" are trademarks, service marks, and/or trade names of The Curators of the University of Missouri. All other company names, brand names, trademarks and logos are the property of their respective owners. Nothing contained on the NEE Tool or this Agreement will be construed as granting any license or right to use any trademarks (whether by implication or otherwise), including "Network for Educator Effectiveness", "NEE", and "EDHUB" except with the express written permission of University or such other party that may be the owner thereof.

Section 9.05 Force Majeure. University shall not be liable for any delay or failure to perform its obligations under this Agreement resulting from any cause beyond its reasonable control, including but not limited to fires, explosions, earthquakes, floods, strikes, work stoppages or slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, delays by carriers, suppliers or materials shortages, and interruption or failure of telecommunication of digital transmission links or internet slowdowns or failures. Notwithstanding the foregoing, each party acknowledges and agrees that the foregoing does not operate so as to excuse it from prompt payment of any and all sums due by it to the other in accordance with terms and conditions of this Agreement.

Section 9.06 Sovereign Immunity. Customer agrees that nothing in this Agreement is intended or shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses or protections provided to University under governmental or sovereign immunity laws from time to time applicable to University.

Section 9.07 Notices. Any notice permitted or required under this Agreement must be in writing. Unless otherwise specified herein, any such notice will be deemed delivered: (a) on the day of delivery in person; (b) one day after deposit with an overnight courier, fully prepaid; (c) on the date sent by facsimile transmission; or (d) on the date sent by e-mail, if confirmed with a "read receipt" if made to the following:

If to University:
Associate Director
Sponsored Programs Administration
University of Missouri
601 Turner Avenue
Turner Avenue Garage, Room 200
Columbia, MO 65211

with a copy to:

Director
Technology Advancement Office
University of Missouri
440A Bond Life Sciences Center

Columbia, MO 65211

With a copy to:
Director
nee@missouri.edu
Network for Educator Effectiveness
College of Education
University of Missouri
2800 Maguire Boulevard
Columbia, MO 65201

If to Customer:

The address set forth for the District in the first paragraph of this Agreement.

Section 9.08 No Waiver. Neither party's failure to enforce strict performance of any provision of this Agreement will be construed as a waiver of any provision or right.

Section 9.09 Relationship of the Parties. This Agreement does not create a partnership, joint venture, agency, franchise, and fiduciary or employment relationship between the parties.

Section 9.10 Assignment. This Agreement is binding upon and shall inure to the benefit of University, its successors and assigns. University may assign this Agreement in connection with a merger or sale of substantially all the assets of the NEE Tool as a business-like unit within University. This Agreement shall not be transferred or assigned, in whole or in part, by Customer without the prior written consent of University, and any attempted transfer or assignment without such consent shall be void.

Section 9.11 Third Party Contractors. University will have the right to engage the services of third party contractors to perform any NEE Tool on its behalf without the prior consent of Customer.

Section 9.12 Further Assurances. University and Customer, from time to time, shall promptly and duly execute and deliver all documents and take such action as may be reasonably necessary or desirable in order to effectively carry out the intent and purposes of this Agreement, to protect the interests of the parties and to establish, protect and perfect the rights, remedies and interests granted or intended to be granted under this Agreement.

Section 9.13 No reliance. Customer hereby acknowledges and agrees that in entering into this Agreement it has not relied on any warranty, representation or undertaking except as expressly set out in this Agreement.

Section 9.14 Injunctive Relief. Customer acknowledges that University will be irreparably harmed by any breach of this Agreement by the unauthorized use of the NEE Tool and, further, that monetary damages may not be a sufficient remedy for such harm. Customer agrees that University shall be entitled, without waiving any other rights or remedies and without further demonstration of irreparable harm or the inadequacy of monetary damages, to obtain injunctive or other equitable relief in the event of any breach of this Agreement by Customer or by Customer's unauthorized use of the NEE Tool.

Section 9.15 Severability. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not

affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Section 9.16 No Offset. Customer will have no right to set-off or deduct any amount from any subscription fees owing to University under this Agreement or any training fees otherwise due to University.

Section 9.17 Certification. If this Agreement has a total potential value of \$100,000 or more, and if Customer is a company with ten (10) or more employees, then Customer certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

Section 9.18 Entire Agreement. This Agreement, together with the other documents incorporated into this Agreement by reference, constitutes the entire agreement between the parties with regard to the matters dealt with in this Agreement, and supersedes all prior representation, negotiations, understandings and agreements, oral or written, between the parties, with respect thereto.

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NETWORK **for** EDUCATOR EFFECTIVENESS

TEACHER EVALUATION OVERVIEW & PROCEDURES

In affiliation with the



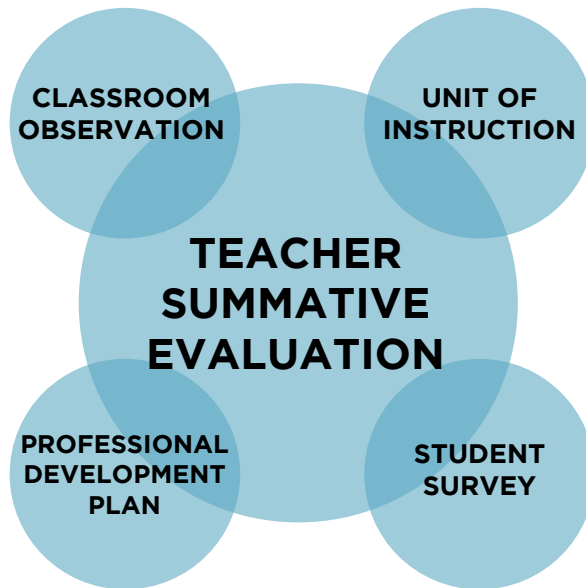
University of Missouri

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OVERVIEW

The Network for Educator Effectiveness (NEE) is a simple yet powerful comprehensive system for educator evaluation. Developed in 2011 through a collaboration of preK-12 practitioners and experts at the University of Missouri's College of Education & Human Development, the NEE teacher evaluation system includes multiple measures: classroom observation, student survey, teacher curriculum planning, and professional development. All measures are included in a school's NEE subscription; however, local schools decide which measures to incorporate in their teacher evaluation processes.



Data from these four sources come together in the **NEE Data Tool**, a secure custom-built online portal. Through the Data Tool, NEE schools also enjoy access to **EdHub**, a unique web-based resource library with more than 500 training modules that educators can use in their professional learning activities. When NEE data identify opportunities for professional growth, educators can find targeted professional development materials in EdHub. The NEE process is grounded in fostering professional growth, rather than merely evaluating teachers.

NEE is a unit of the Assessment Resource Center, a self-supporting service center within the College of Education & Human Development at the University of Missouri. NEE has six field staff to support schools in their implementation of NEE. All are extensively experienced K-12 practitioners with administrative experiences. NEE is used by more than 320 school districts in Missouri, Nebraska, Kansas and Illinois.

RESEARCH-BASED PRACTICES

The standards and indicators utilized by NEE are aligned to the InTASC National Standards developed by the Council of Chief State School Officers. NEE meets teacher evaluation criteria as set forth by the waiver process for No Child Left Behind and continued via the Every Student Succeeds Act.

NEE uses multiple measures to provide wraparound data on the numerous responsibilities and duties of educators. Those multiple measures are left independent of each other, to more accurately guide decisions in both formative and summative circumstances (Close, Beardley, & Collins, 2018). The measures used extend the source of evaluation beyond building-level leadership and include students, as well as the opportunity for subject-area specialists to evaluate specific artifacts. The variation in evaluator sourcing provides opportunities for a cadre of school leaders

and supervisors to evaluate teachers, taking time and logistical pressure off of one administrator (Pechione & Wei, 2009). Each measure is also layered with multiple indicators (also measured independently). Such layering allows districts to capture the complex and diverse nature of an educator's responsibilities, duties, and effectiveness (Mathis, 2012). Through a multiple measure and independent metric approach, NEE seeks to provide educators, building-level leaders, and district office personnel the clearest and most rich dataset possible to advance educator effectiveness for individuals, buildings, and districts.

NEE also recognizes the differentiation in professional duties across educators within a building. NEE provides evaluative modules for (1) teachers, (2) principals, (3) speech-language pathologists, (4) school librarians, (5) school counselors, (6) instructional coaches, and (7) paraprofessionals. By providing evaluation tools for different roles, NEE facilitates more relevant and meaningful conversations in formative and summative evaluations.

Every evaluation component within NEE is linked to professional development through our online professional development library, EdHub. The library has been created to significantly increase the access of high-quality educator development materials for educators from urban to extremely rural locations. EdHub has been successful in acquiring additional funds from the Bill and Melinda Gates Foundation to create and offer some of the topic strands of modules within the library. This effort to collectively build an integrated platform of learning for all educators within NEE to access is a vital component of our mission. Current topic strands include but are not limited to: Assessment, Beginning Teacher Assistance, Classroom Management, Data Analysis, Video Examples, Instructional Strategies, Social-Emotional Learning, and Professional Practices.

The NEE teacher evaluation system includes the following measures: classroom observations, professional development plans, unit of instruction plans, and the NEE Student Survey. Local schools decide which measures to incorporate in their teacher evaluation processes.

Classroom Observations: NEE recommends principals conduct classroom observations six to eight times per evaluation cycle per teacher. Classroom observations are conducted on three to five locally selected indicators of effective teaching practice. Principals score the observations using a standard rubric for each indicator and enter their scores in an online database that stores data on every educator in the district and automatically generates reports.

The classroom observation scoring rubric used in NEE is not merely a checklist, nor does it categorize teachers. Instead, it asks principals to assign a continuous score for discrete teaching behaviors. The rubric scale is from 0 to 7, with anchor descriptions provided at scores of 1, 3, 5, and 7. Scores are given for each teaching behavior separately; for instance, a teacher may score a "2" on "promotes critical thinking" but a "6" on "positive interactions with students." Therefore, teachers get detailed and independent feedback on areas of strength and areas needing improvement, which is the most effective kind of feedback for promoting growth.

Professional Development Plan: The purpose of the Teacher Professional Development Plan (TPDP) is to align an individual teacher's professional development plan to the goals of the school and district. This helps teachers to construct a specific, focused timeline of professional development activities centered on one goal and generates conversations about their professional development throughout the evaluation cycle.

The professional development plan is structured as a continual check-in between the administrator and teacher. Sample elements of the professional development plan include: "Uses data to determine professional development goals," "Cites research to inform and justify professional development activities," and "Includes collaboration with other educators."

Unit of Instruction: The NEE Unit of Instruction (UOI) continues the practice of using lesson plans as factual evidence of a teacher's ability to turn written curriculum into taught curriculum. The NEE UOI is meant to be one part of the total data picture that provides teachers with meaningful feedback for ongoing growth.

The Unit of Instruction is structured as the opportunity for teachers to showcase how they turn curriculum into instruction that promotes student growth. The Unit of Instruction as an evaluation measure provides leaders the opportunity to assess the instructional planning and decision making of a teacher, as well as provides for student growth measure documentation. Sample elements of the Unit of Instruction include: "Unit objectives are aligned with Board of Education (BOE)-approved content standards and curriculum," "Includes a process of formative assessment to inform instruction and summative assessment to evaluate student learning," "Describes instructional strategies for differentiated instruction appropriate for diverse learners present in the classroom," and "Describes how the UOI will improve family and community involvement in the learning process."

Student Survey: Student surveys are an increasingly common component of teacher evaluation systems, which are classified as normal educational practices. The student survey provides teachers with feedback on areas of strengths and areas needing improvement, linked to specific, concrete teacher behaviors rather than global ratings. Research suggests this is the most effective kind of feedback for promoting growth. On the survey, students rate their teachers from 0 to 3 on a Likert scale for each indicator of teaching effectiveness. Sample items include: "This teacher makes us use the vocabulary we learn," "This teacher tells us the goals for each lesson," "This teacher makes us explain our answers," and "This teacher gives us choices in our classwork."

Training: As part of onboarding as a NEE district, each administrator within the district participates in training of the evaluation process. The majority of training is spent on using the classroom observation scoring rubric and calibrating evaluators with each other. Initial training involves two days of instruction, followed by a one-day re-calibration session each subsequent year. Training is carefully designed to follow best practices. NEE uses a "rater error" training approach in which raters are trained to recognize and avoid making leniency errors and halo errors, and to use the full scale. Raters are trained to begin with a rating of "3" and then only move up or down the scale if the evidence clearly justifies doing so. NEE also uses a "performance dimension" training approach in which raters learn to understand common teaching practices through discussion and literature review. The NEE classroom observation rubric includes several teaching practices that reflect different types of observable behaviors that have been found to contribute to student learning (e.g., Muijs et al., 2014; Van der Lans et al., 2018). Finally, NEE also uses a "practice-with feedback" training approach in which raters watch and rate carefully selected videos of authentic classes that portray a range of teaching effectiveness (across a range of subjects and grade levels). Together, these training approaches reduce error and increase accuracy (Chafouleas, 2011; Woehr & Huffcutt, 1994). At the end of training, principals take an exit exam in which they independently rate videos of authentic classroom teaching episodes. Their ratings on the exams are compared to master scores, which were provided by rubric developers and selected principals who had substantial experience using the rubric in authentic observations. The master scoring process involves several expert raters who determine ratings independently followed by small-group discussion to justify scores and resolve discrepancies. The process is repeated with a second group of expert raters to ensure master scores are robust.

Other components addressed as part of training include providing effective feedback to teachers; guided instruction on linking evaluation and professional development for building leadership teams, district leadership teams, professional learning communities, and individual teachers; walkthroughs of the NEE Data Tool and EdHub; and introductory conversations about the other evaluation measures and modules available within the Network for Educator Effectiveness.

IMPLEMENTATION PROCESS

NEE has a well-defined induction process that provides districts with a specific set of steps to follow for successful long-term adoption. The NEE induction process allows for some degree of flexibility for each district. The following is a sequence of induction steps used to onboard districts:

I. Awareness Sessions and Decision to Join NEE: Awareness sessions are presented to review NEE components and processes. Awareness sessions are led by a NEE staff member to provide all key district and building-level stakeholders the opportunity to review measurement instruments (rubrics, surveys, organizers, etc.), participate in question-and-answer forums, and see demonstrations of the NEE Data Tool and EdHub.

II. Development of District NEE Implementation Plan: NEE assists each district in the development of a local NEE implementation plan. This allows each district to address local needs and provides them with a clear roadmap to their desired objectives. The plans describe the key personnel involved and an estimated timeline for key implementation events.

III. Orientation for Administrators and Teachers: A critical step in successful implementation and long-term impact of NEE at the classroom level is the orientation of all administrators and instructional staff. NEE suggests this be done in the spring of the school year prior to implementing NEE in August. Providing this long window of time for questions and answers typically helps in a smooth implementation because teachers and staff do not feel they have been rushed into an unfamiliar situation. NEE provides a wide range of orientation materials to give administrators and teachers a number of methods to complete the orientation process.

IV. New Evaluator Training for All Evaluators: NEE will work with the district to schedule a New Evaluator Training session in late May or early June, during which all evaluators will receive their initial NEE training. When multiple districts in a region join NEE at the same time, NEE will bring those districts together to conduct the training, creating a more robust learning experience. The two-day training is the initial step of a multi-year training program that NEE has successfully used to increase the inter-rater reliability of nearly 2,000 evaluators. By joining NEE, districts agree that their evaluators will attend follow-up half-day trainings each summer after the initial year of NEE implementation. NEE tests every training event participant each summer after their training experience and uses this data for participant intervention in the case of poor rating scores and for internal analysis to determine modifications to future training events. While the focus of the NEE New Evaluator Training session is building greater inter-rater reliability between evaluators using NEE's extensive library of classroom video segments, time also is allocated to train evaluators on how to properly provide specific, actionable feedback to teachers after each classroom observation.

V. Teacher "Intro to NEE" Online Mini-Course: As teachers and other instructional staff return to school from summer break, they are provided with their NEE Data Tool logins and login instructions to access the online educator training resource library in the Data Tool. This library contains more than 500 online interactive learning activities on a wide range of education topics. The first online activity teachers are instructed to complete is the "Intro to NEE." The intro module provides teachers with a refresher of key NEE concepts provided in the spring orientation and adds specific details on how to access their data reports in the Data Tool, the extensive collection of resources in the Data Tool's "Help and Resources" section, and how to use the online educator training resource library for their professional growth efforts in unison with the evaluation-related feedback provided by their supervisor during the school year.

VI. Follow-up Calibration Visit from NEE Member Services Staff: Typically in the fall, after five to eight weeks of school have been completed, a NEE Member Services staff member will contact each school that started NEE that year for an on-site visit to provide follow-up support to principals. This could include a small group "Calibration Walk" where local principals and the NEE staff person perform two to three walkthroughs in one

building, then have debrief conversations to ensure the principals are following the NEE observation protocols and to reinforce the concepts of inter-rater reliability covered during the summer training. These “Calibration Walk” activities provide an opportunity for administrators to ask questions and learn tips from the NEE Member Services staff person.

Another helpful resource for continued evaluator observation reliability training is the Classroom Observation Scoring Practice Modules in EdHub. These resources provide evaluators with an extensive set of master-scored classroom video segments across a wide variety of performance indicators, subjects, and grade levels for principals to improve their observation scoring practices. NEE districts also use these video segment resources during admin meetings during the school year to continue to build strong inter-rater reliability within the admin team. This activity is among a set of recognized “NEE Best Practices” that are shared with district leaders as their district enters NEE. These best practices and NEE-specific protocol build stronger leadership skills and behaviors in building leaders. In fact, an interesting trend has been noticed in Missouri principal-position hiring notices: Job postings have included “NEE Training Completion/Experience Preferred” as a desired characteristic of potential candidates. This is evidence that NEE is superior to the standard training process.

WRITTEN RESPONSE TO EVALUATION

The Network for Educator Effectiveness allows for employees to respond to the summative evaluation in two ways, as determined by the district: paper signature or electronic signature. Examples of both options are available on the following pages. A signature indicates that an employee has viewed the summative evaluation. An employee signature is required before a summative evaluation can be considered complete.

WRITTEN RESPONSE TO EVALUATION: PAPER OPTION

Summative Report of Educator Effectiveness

Susie Teacher

12 years of Experience

Positions: Teacher

Subject Areas: ELA/Communication Arts

Buildings: NEE High School

Indicator 1.2 - The teacher cognitively engages students in the content.

Classroom Observation

Observed 2 times with a mean of 4.5
Doss Building, NEE High School, NEE Middle School: Mean of 4.7
NEE School District, NEE Summer Training District: Mean of 4.5

Unit Of Instruction

3 Unit Of Instruction with a mean of 2.0

Professional Development Plan

3 Professional Development Plan with a mean of 4.0

Indicator 2.2 - The teacher sets and monitors student goals.

Unit Of Instruction

3 Unit Of Instruction with a mean of 2.7

Indicator 2.3 – The teacher uses theory- and research-based strategies.

Unit Of Instruction

3 Unit Of Instruction with a mean of 2.7

Indicator 3.1 - The teacher implements curriculum standards.

Unit Of Instruction

3 Unit Of Instruction with a mean of 2.2

Indicator 3.2 - The teacher develops lessons for diverse learners.

Unit Of Instruction

3 Unit Of Instruction with a mean of 2.7

Professional Development Plan

3 Professional Development Plan with a mean of 4.0

Indicator 4.1 - The teacher uses instructional strategies that lead students to problem-solving and critical thinking.

Classroom Observation

Observed 2 times with a mean of 4.5
Doss Building, NEE High School, NEE Middle School: Mean of 4.1
NEE School District, NEE Summer Training District: Mean of 3.8

Unit Of Instruction

3 Unit Of Instruction with a mean of 1.7

Indicator 4.2 - The teacher effectively uses appropriate instructional resources to enhance student learning.

Unit Of Instruction

3 Unit Of Instruction with a mean of 2.0

Indicator 5.3b - The teacher establishes secure teacher-student relationships.

Classroom Observation

Observed 1 time with a mean of 4.0
Doss Building, NEE High School, NEE Middle School: Mean of 5.2
NEE School District, NEE Summer Training District: Mean of 4.7

Indicator 7.2 - The teacher uses assessment data to improve learning.

Unit Of Instruction

3 Unit Of Instruction with a mean of 2.3

Indicator 7.4 - The teacher monitors the effect of instruction on the whole class and individual learning.

Classroom Observation

Observed 1 time with a mean of 3.0
Doss Building, NEE High School, NEE Middle School: Mean
of 3.8
NEE School District, NEE Summer Training District: Mean
of 3.8

Indicator 8.1 - The teacher engages in self-assessment and improvement.

Professional Development Plan

3 Professional Development Plan with a mean of 3.9

Indicator 8.2 - The teacher seeks and creates professional learning opportunities.

Professional Development Plan

3 Professional Development Plan with a mean of 3.9

Indicator 9.2 - The teacher collaborates within historical, cultural, political, and social contexts to meet the needs of students.

Unit Of Instruction

3 Unit Of Instruction with a mean of 2.3

Indicator 9.3 - The teacher cooperates in partnerships to support student learning.

Professional Development Plan

3 Professional Development Plan with a mean of 3.7

Summative

Teacher Comments

A summative meeting with my principal/supervisor was held and I verify we reviewed the contents of this Summative Report and the teacher has not verified it.

Supervisor Comments

Is the teacher eligible for reemployment? Yes

Has met expectations for growth in student learning. Yes

These are the supervisor comments that have been entered and saved.
By Loesing, Cathie on 4/19/2019 3:44:18 PM

Signatures

Evaluator: _____ Date: _____

Teacher: _____ Date: _____

The teacher's signature does not indicate agreement or disagreement with the summative evaluation. The teacher's signature signifies that s/he has received the summative evaluation document and has had an opportunity to review it.

Date Generated: 5/20/2020 3:02 PM



Network for Educator Effectiveness
University of Missouri

WRITTEN RESPONSE TO EVALUATION: ELECTRONIC OPTION

Summative Report February 19, 2018 - April 19, 2019

Susie Teacher Teacher | Elementary Classroom

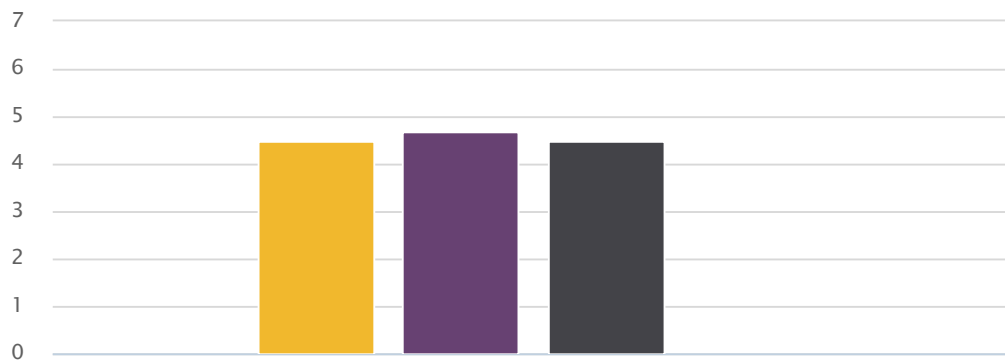
12 years experience. NEE High School

Indicator 1.2 - The teacher cognitively engages students in the content.

Classroom Observation

4.5

Mean



■ Susie Teacher: Observed 2 times with a mean of 4.5

■ Doss Building, NEE High School, NEE Middle School: Mean of 4.7

■ NEE School District, NEE Summer Training District: Mean of 4.5

Unit Of Instruction

2.0

Mean

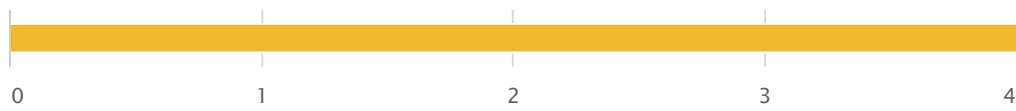


■ Susie Teacher: 3 Units of Instruction with a mean of 2.0

Professional Development Plan

4.0

Mean



■ Susie Teacher: 3 Professional Development Plans with a mean of 4.0

Indicator 2.2 - The teacher sets and monitors student goals.

Unit Of Instruction

2.7
Mean



■ Susie Teacher: 3 Units of Instruction with a mean of 2.7

Indicator 2.3 - The teacher uses theory- and research-based strategies.

Unit Of Instruction

2.7
Mean



■ Susie Teacher: 3 Units of Instruction with a mean of 2.7

Indicator 3.1 - The teacher implements curriculum standards.

Unit Of Instruction

2.2
Mean

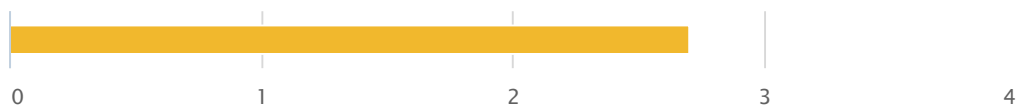


■ Susie Teacher: 3 Units of Instruction with a mean of 2.2

Indicator 3.2 - The teacher develops lessons for diverse learners.

Unit Of Instruction

2.7
Mean



■ Susie Teacher: 3 Units of Instruction with a mean of 2.7

Professional Development Plan

4.0
Mean

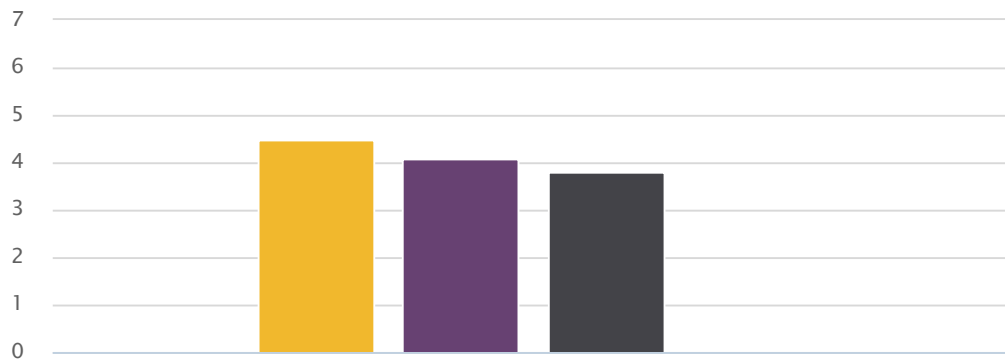


■ Susie Teacher: 3 Professional Development Plans with a mean of 4.0

Indicator 4.1 - The teacher uses instructional strategies that lead students to problem-solving and critical thinking.

Classroom Observation

4.5
Mean



■ Susie Teacher: Observed 2 times with a mean of 4.5

■ Doss Building, NEE High School, NEE Middle School: Mean of 4.1

■ NEE School District, NEE Summer Training District: Mean of 3.8

Unit Of Instruction

1.7
Mean



■ Susie Teacher: 3 Units of Instruction with a mean of 1.7

Indicator 4.2 - The teacher effectively uses appropriate instructional resources to enhance student learning.

Unit Of Instruction

2.0
Mean



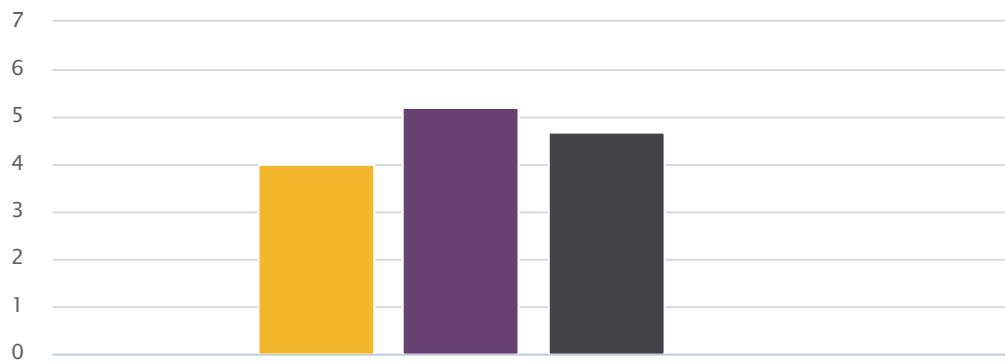
■ Susie Teacher: 3 Units of Instruction with a mean of 2.0

Indicator 5.3b - The teacher establishes secure teacher-student relationships.

Classroom Observation

4.0

Mean



■ Susie Teacher: Observed 1 time with a mean of 4.0

■ Doss Building, NEE High School, NEE Middle School: Mean of 5.2

■ NEE School District, NEE Summer Training District: Mean of 4.7

Indicator 7.2 - The teacher uses assessment data to improve learning.

Unit Of Instruction

2.3

Mean



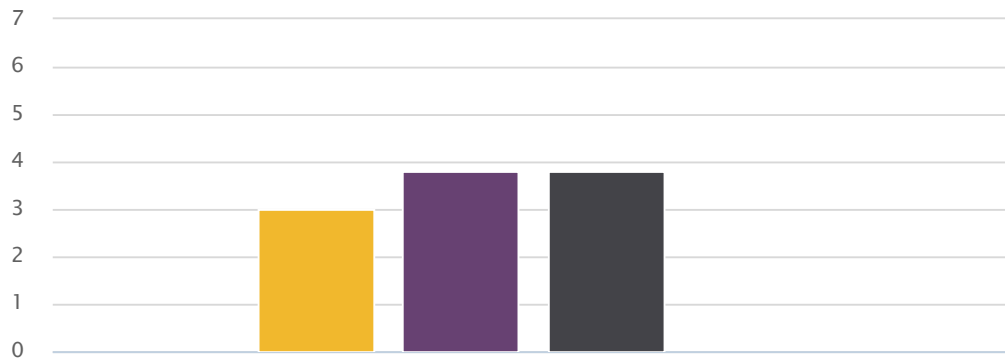
■ Susie Teacher: 3 Units of Instruction with a mean of 2.3

Indicator 7.4 - The teacher monitors the effect of instruction on the whole class and individual learning.

Classroom Observation

3.0

Mean



■ Susie Teacher: Observed 1 time with a mean of 3.0

■ Doss Building, NEE High School, NEE Middle School: Mean of 3.8

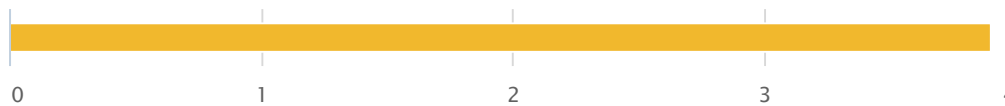
■ NEE School District, NEE Summer Training District: Mean of 3.8

Indicator 8.1 - The teacher engages in self-assessment and improvement.

Professional Development Plan

3.9

Mean



■ Susie Teacher: 3 Professional Development Plans with a mean of 3.9

Indicator 8.2 - The teacher seeks and creates professional learning opportunities.

Professional Development Plan

3.9

Mean



■ Susie Teacher: 3 Professional Development Plans with a mean of 3.9

Indicator 9.2 - The teacher collaborates within historical, cultural, political, and social contexts to meet the needs of students.

Unit Of Instruction

2.3

Mean



■ Susie Teacher: 3 Units of Instruction with a mean of 2.3

Indicator 9.3 - The teacher cooperates in partnerships to support student learning.

Professional Development Plan

3.7

Mean



■ Susie Teacher: 3 Professional Development Plans with a mean of 3.7

Summative

Teacher Comments

A summative meeting with my principal/supervisor was held and I verify we reviewed the contents of this Summative Report. **No**

Supervisor Comments

These are the supervisor comments that have been entered and saved.

By Loesing, Cathie on April 19, 2019

Reemployment

Is the teacher eligible for reemployment?

Yes

Growth in Student Learning

Has met expectations for growth in student learning.

Yes

Completed Information

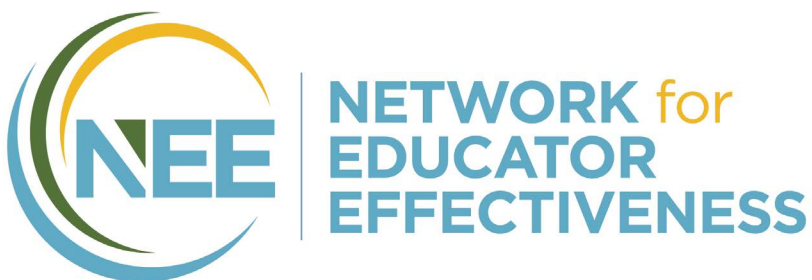
Completed By:Cathie Loesing

Completed On:April 19, 2019

If a physical signature is required by your school district, please print this document and sign to meet signature requirements.

Signature: _____

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Teacher Standards & Indicators

Cross-walk Between NEE, InTASC, and Other Standards

NEE Indicator	InTASC Indicator (Performances)	Missouri Indicator	Nebraska Indicator	Marzano’s Indicators ^{1,2}		Danielson’s Indicators
Standard 1: Uses Content Knowledge and Perspectives Aligned with Appropriate Instruction						
1.1 The teacher demonstrates content knowledge through the use of academic and disciplinary language and facilitates students’ accurate use of academic and disciplinary language.	4(h) The teacher creates opportunities for students to learn, practice, and master academic language in their content. 5(h) The teacher develops and implements supports for learner literacy development across content areas.	1(1) Content knowledge and academic language.	1(a)	1(2.12)	na ²	1a 3a
1.2 The teacher cognitively engages students in the content. (UOI 2, TPDP 6)	4(d) The teacher stimulates learner reflection on prior content knowledge, links new concepts to familiar concepts, and makes connections to learners' experiences. 8(i) The teacher asks questions to stimulate discussion that serves different purposes (e.g., probing for learner understanding, helping learners articulate their ideas and thinking processes, stimulating curiosity, and helping learners to questions).	1(2) Engaging students in subject matter.	4(e)	1(2.9) 1(2.10) 1(5.24) 1(5.26) 1(5.30)	7. 8. 10. 19. 23. 28. 42. 43.	2b 3b 3c
1.3 The teacher uses disciplinary research and inquiry methodologies, and teaches the tools of inquiry used in the content area.	4(a) The teacher effectively uses multiple representations and explanations that capture key ideas in the discipline, guide learners through learning progressions, and promote each learner's achievement of content standards. 4(c) The teacher engages learners in applying methods of inquiry and standards of evidence used in the discipline.	1(3) Disciplinary research and inquiry methodologies.	1(b)		12. 14.	(1a)
1.4 The teacher uses interdisciplinary instruction.	5(a) The teacher develops and implements projects that guide learners in analyzing the complexities of an issue or question using perspectives from varied disciplines and cross-disciplinary skills (e.g., a water quality lesson that draws upon biology and chemistry to look at factual information and social studies to examine policy implications). 5(b) The teacher engages learners in applying content knowledge to real world problems through the lens of	1(4) Interdisciplinary instruction.	na		na	1e

¹ Domain (DQ.element)

² The Art and Science of Teaching 2017

² Academic language is a crucial part of what Marzano calls "critical input" but he does not discuss it in his 2017 book. It is key to the development of schema (Chapter 3) and concept refinement (Chapter 2).

	interdisciplinary themes (e.g., financial literacy, environmental literacy).					
1.5 The teacher incorporates diverse social and cultural perspectives on content.	2(d) The teacher brings multiple perspectives to the discussion of content, including attention to learners' personal, family, and community experiences and cultural norms. 3(f) The teacher communicates verbally and nonverbally in ways that demonstrate respect for and responsiveness to the cultural backgrounds and differing perspectives learners bring to the learning environment. 4(a) The teacher effectively uses multiple representations and explanations that capture key ideas in the discipline, guide learners through learning progressions, and promote each learner's achievement of content standards. 4(b) The teacher engages students in learning experiences in the discipline(s) that encourage learners to understand, question and analyze ideas from diverse perspectives so that they master the content. 5(g) The teacher facilitates learners' ability to develop diverse social and cultural perspectives that expand their understanding of local and global issues and create novel approaches to solving problems.	1(5) Diverse social and cultural perspective.	1(d), 3(f), 4(h)	1(5.31) 1(8.36)	10.	1b 1e
NEE Indicator	InTASC Indicator (Performances)	Missouri Indicator	Nebraska Indicator	Marzano’s Indicators		Danielson’s Indicators
Standard 2: Understands and Encourages Student Learning, Growth, and Development						
2.1 The teacher supports cognitive development of all students.	1(b) The teacher creates developmentally appropriate instruction that takes into account individual learners' strengths, interests, and needs and that enables each learner to advance and accelerate his/her learning. 2(a) The teacher designs, adapts, and delivers instruction to address each student's diverse learning strengths and needs and creates opportunities for students to demonstrate their learning in different ways. 2(b) The teacher makes appropriate and timely provisions (e.g., pacing for individual rates of growth, task demands, communication, assessment, and response modes) for individual students with particular learning differences or needs. 8(a) The teacher uses appropriate strategies and resources to adapt instruction to the needs of individuals and groups of learners.	2(1) Cognitive, social, emotional and physical development.	1(c)	1(2.9) 1(9.40) 1(9.41)	23. 24. 41. 42. 43.	1b

2.2 The teacher sets and monitors student goals. (UOI 8)	na	2(2) Student goals	3(e), 4(c), 5(e)	1(1.1)	1. 2. 3.	1c
2.3 The teacher incorporates theories of learning. (UOI 6)	8(d) The teacher varies his/her role in the instructional process (e.g., instructor, facilitator, coach, audience) in relation to the content and purposes of instruction and the needs of learners. 8(e) The teacher provides multiple models and representations of concepts and skills with opportunities for learners to demonstrate their knowledge through a variety of products and performances. 8(i) The teacher asks questions to stimulate discussion that serves different purposes (e.g., probing for learner understanding, helping learners articulate their ideas and thinking processes, stimulating curiosity, and helping learners to questions).	2(3) Theory of learning.	1(b), 1(c), 2(c), 4(a), 4(d)	1(2.6) 1(3.16) 1(3.17) 1(3.19)	6. 7. 8. 9. 10. 11. 13. 15. 16. 17. 18. 19. 20. 21. 22.	
2.4 The teacher promotes the emotional competence of students.	na	2(4) Meeting the needs of every student.	1(c)	1(8.38)	na	
2.5 The teacher builds on students' prior experiences, learning strengths, and needs.	2(c) The teacher designs instruction to build on learners' prior knowledge and experiences allowing learners to accelerate as they demonstrate their understandings. 4(d) The teacher stimulates learner reflection on prior content knowledge, links new concepts to familiar concepts, and makes connections to learners' experiences.	2(5) Prior experiences, learning styles, multiple intelligences, strengths and needs.	2(d)	1(2.8) 1(3.14) 1(3.20) 2(1.1)	15. 31.	(1b) 1e
2.6 The teacher incorporates students' language, culture, family, and community.	2(d) The teacher brings multiple perspectives to the discussion of content, including attention to learners' personal, family, and community experiences and cultural norms. 2(e) The teacher incorporates tools of language development into planning and instruction, including strategies for making content accessible to English language learners and for evaluating and supporting their development of English proficiency. 8(c) The teacher collaborates with learners to design and implement relevant learning experiences, identify their strengths, and access family and community resources to develop their areas of interest.	2(6) Language, culture, family and knowledge of community.	1(d), 3(f), 4(h)	1(8.36) 1(5.31)	na	1b

NEE Indicator	InTASC Indicator (Performances)	Missouri Indicator	Nebraska Indicator	Marzano’s Indicators		Danielson’s Indicators
Standard 3: Implements the Curriculum						
3.1 The teacher implements curriculum standards. (UOI 1, 4; TPDP 1)	7(a) The teacher individually and collaboratively selects and creates learning experiences that are appropriate for curriculum goals and content standards, and are relevant to learner.	3(1) Implementation of curriculum standards.	1(e), 1(f)	2(1.3)	na	
3.2 The teacher develops lessons for diverse learners. (See UOI for ELL lesson planning; UOI 7; TPDP 7)	1(b) The teacher creates developmentally appropriate instruction that takes into account individual learners' strengths, interests, and needs and that enables each learner to advance and accelerate his/her learning. 2(a) The teacher designs, adapts, and delivers instruction to address each student's diverse learning strengths and needs and creates opportunities for students to demonstrate their learning in different ways. 2(b) The teacher makes appropriate and timely provisions (e.g., pacing for individual rates of growth, task demands, communication, assessment, and response modes) for individual students with particular learning differences or needs. 2(e) The teacher incorporates tools of language development into planning and instruction, including strategies for making content accessible to English language learners and for evaluating and supporting their development of English proficiency. 7(b) The teacher plans how to achieve each student's learning goals, choosing appropriate strategies and accommodations, resources, and materials to differentiate instruction for individuals and groups of learners. 7(c) The teacher develops appropriate sequencing of learning experiences and provides multiple ways to demonstrate knowledge and skill. 7(f) The teacher evaluates plans in relation to short- and long-range goals and systematically adjusts plans to meet each student's learning needs and enhance learning. 8(a) The teacher uses appropriate strategies and resources to adapt instruction to the needs of individuals and groups of learners.	3(2) Develop lessons for diverse learners.	2(a), 2(b)	1(9.41) 2(3.1) 2(4.1) 2(5.1)	na	1b 1e

3.3 The teacher analyzes instructional goals and differentiated instructional strategies.	1(b) The teacher creates developmentally appropriate instruction that takes into account individual learners' strengths, interests, and needs and that enables each learner to advance and accelerate his/her learning. 2(a) The teacher designs, adapts, and delivers instruction to address each student's diverse learning strengths and needs and creates opportunities for students to demonstrate their learning in different ways. 2(b) The teacher makes appropriate and timely provisions (e.g., pacing for individual rates of growth, task demands, communication, assessment, and response modes) for individual students with particular learning differences or needs. 4(e) The teacher recognizes learner misconceptions in a discipline that interfere with learning, and creates experiences to build accurate conceptual understanding. 7(c) The teacher develops appropriate sequencing of learning experiences and provides multiple ways to demonstrate knowledge and skill. 7(d) The teacher plans for instruction based on formative and summative assessment data, prior learner knowledge, and learner interest. 8(a) The teacher uses appropriate strategies and resources to adapt instruction to the needs of individuals and groups of learners.	3(3) Analyze instructional goals and differentiated instructional strategies.	1(f), 2(a), 2(b), 4(b)	2(1.2) 2(4.1) 3(1.3)	na	1b 1e 4a
NEE Indicator	InTASC Indicator (Performances)	Missouri Indicator	Nebraska Indicator	Marzano’s Indicators		Danielson’s Indicators
Standard 4: Teaches for Critical Thinking						
4.1 The teacher uses instructional strategies that lead students to problem-solving and critical thinking. (UOI 3)	4(b) The teacher engages students in learning experiences in the discipline(s) that encourage learners to understand, question and analyze ideas from diverse perspectives so that they master the content. 5(d) The teacher engages learners in questioning and challenging assumptions and approaches in order to foster innovation and problem solving in local and global contexts. 5(f) The teacher engages learners in generating and evaluating new ideas and novel approaches, seeking inventive solutions to problems, and developing original work. 8(f) The teacher engages all learners in developing higher order questioning skills and metacognitive processes.	4(1) Instructional strategies leading to student engagement in problem solving and critical thinking.	4(f)	1(2.11) 1(3.17) 1(3.20) 1(4.21) 1(4.22) 1(4.23)	11. 12. 14. 42. 43.	1e (3b) (3c)

	8(g) The teacher engages learners in using a range of learning skills and technology tools to access, interpret, evaluate, and apply information. 8(i) The teacher asks questions to stimulate discussion that serves different purposes (e.g., probing for learner understanding, helping learners articulate their ideas and thinking processes, stimulating curiosity, and helping learners to questions).					
4.2 The teacher effectively uses appropriate instructional resources to enhance student learning. (UOI 9)	2(f) The teacher accesses resources, supports, and specialized assistance and services to meet particular learning differences or needs. 4(f) The teacher evaluates and modifies instructional resources and curriculum materials for their comprehensiveness, accuracy for representing particular concepts in the discipline, and appropriateness for his/her learners.	4(2) Appropriate use of instructional resources to enhance student learning	2(e), 4(a), 4(g)	1(4.23) 2(2.1)	13.	1d
4.2b The teacher effectively uses appropriate technology to facilitate student learning. (For districts that want to specifically focus on digital tools. All others use 4.2)	3(g) The teacher promotes responsible learner use of interactive technologies to extend the possibilities for learning locally and globally. 4(g) The teacher uses supplementary resources and technologies effectively to ensure accessibility and relevance for all learners. 5(c) The teacher facilitates learners' use of current tools and resources to maximize content learning in varied contexts. 8(g) The teacher engages learners in using a range of learning skills and technology tools to access, interpret, evaluate, and apply information. 9(f) The teacher advocates, models, and teaches safe, legal, and ethical use of information and technology including appropriate documentation of sources and respect for others in the use of social media.			2(2.2)		
4.3 The teacher employs cooperative learning.	3(b) The teacher develops learning experiences that engage learners in collaborative and self-directed learning and that extend learner interaction with ideas and people locally and globally. 3(c) The teacher collaborates with learners and colleagues to develop shared values and expectations for respectful interactions, rigorous academic discussions, and individual and group responsibility for quality work. 8(d) The teacher varies his/her role in the instructional process (e.g., instructor, facilitator, coach, audience) in relation to the content and purposes of instruction and the needs of learners.	4(3) Cooperative learning.	3(d), 4(d)	1(2.7) 1(3.15)	22.	1e 2c (3c)

NEE Indicator	InTASC Indicator (Performances)	Missouri Indicator	Nebraska Indicator	Marzano’s Indicators		Danielson’s Indicators
Standard 5: Creates a Positive Classroom Learning Environment						
5.1 The teacher uses motivation strategies that affectively engage students.	3(a) The teacher collaborates with learners, families, and colleagues to build a safe, positive learning climate of openness, mutual respect, support, ad inquiry. 3(b) The teacher develops learning experiences that engage learners in collaborative and self-directed learning and that extend learner interaction with ideas and people locally and globally. 4(d) The teacher stimulates learner reflection on prior content knowledge, links new concepts to familiar concepts, and makes connections to learners' experiences. 5(b) The teacher engages learners in applying content knowledge to real world problems through the lens of interdisciplinary themes (e.g., financial literacy, environmental literacy). 8(c) The teacher collaborates with learners to design and implement relevant learning experiences, identify their strengths, and access family and community resources to develop their areas of interest.	5(1) Classroom management, motivation and engagement.	3(e), 4(e)	1(1.3) 1(5.24) 1(5.25) 1(5.26) 1(5.27) 1(5.28) 1(5.29) 1(5.30) 1(5.31) 1(5.32) 2(1.2)	23. 24. 25. 26. 27. 28. 29. 30. 31. 32.	2b 3c
5.2 The teacher manages time, space, transitions, and activities.	3(d) The teacher manages the learning environment to actively and equitably engage learners by organizing, allocating, and coordinating the resources of time, space, and learners' attention 3(e) The teacher uses a variety of methods to engage learners in evaluating the learning environment and collaborates with learners to make appropriate adjustments.	5(2) Managing time, space, transitions and activities.	3(b), 3(c)	1(5.24) 1(5.27) 1(5.28) 1(6.4) 1(6.5) 1(7.33)	33. 34.	2c 2d 2e
5.2b The teacher uses effective discipline that promotes self-control.	3(a) The teacher collaborates with learners, families, and colleagues to build a safe, positive learning climate of openness, mutual respect, support, ad inquiry.	na	3(b), 3(c), 3(d)	1(6.4) 1(7.33) 1(7.34) 1(7.35) 1(8.38)	35. 36. 37. 40.	2d
5.3 The teacher uses strategies that promote social competence in the classroom, school, and community and between students.	3(a) The teacher collaborates with learners, families, and colleagues to build a safe, positive learning climate of openness, mutual respect, support, ad inquiry. 3(c) The teacher collaborates with learners and colleagues to develop shared values and expectations for respectful interactions, rigorous academic discussions, and individual and group responsibility for quality work.	5(3) Classroom, school and community culture.	1(c), 3(a), 3(b), 3(d)	1(9.39)	na	2a

5.3b The teacher establishes secure teacher-student relationships	3(a) The teacher collaborates with learners, families, and colleagues to build a safe, positive learning climate of openness, mutual respect, support, ad inquiry.		3(a), 3(b), 3(d)	1(8.36) 1(9.39)	38.	2a
NEE Indicator	InTASC Indicator (Performances)	Missouri Indicator	Nebraska Indicator	Marzano’s Indicators		Danielson’s Indicators
Standard 6: Uses Effective Communication						
6.1 The teacher uses effective verbal and nonverbal communication.	3(f) The teacher communicates verbally and nonverbally in ways that demonstrate respect for and responsiveness to the cultural backgrounds and differing perspectives learners bring to the learning environment.	6(1) Verbal and nonverbal communication.	4(c)		na	3a
6.2 The teacher’s communications with students are sensitive to cultural, gender, intellectual, and physical differences.	3(f) The teacher communicates verbally and nonverbally in ways that demonstrate respect for and responsiveness to the cultural backgrounds and differing perspectives learners bring to the learning environment.	6(2) Sensitivity to culture, gender, intellectual and physical differences.	1(d), 3(f)	1(9.40) 2(5.1)	na	1b
6.3 The teacher supports effective student expression and communication in speaking, writing, and other media.	3(h) The teacher intentionally builds learner capacity to collaborate in face-to-face and virtual environments through applying effective interpersonal communication skills. 5(e) The teacher develops learners' communication skills in disciplinary and interdisciplinary contexts by creating meaningful opportunities to employ a variety of forms of communication that address varied audiences and purposes. 8(h) The teacher uses a variety of instructional strategies to support and expand learners' communication through speaking, listening, reading, writing, and other modes.	6(3) Learner expression in speaking, writing and other media.	na	1(2.12)	na	
6.4 The teacher uses technology and media tools to communicate with students and parents when available and appropriate.	9(f) The teacher advocates, models, and teaches safe, legal, and ethical use of information and technology including appropriate documentation of sources and respect for others in the use of social media. 10(g) The teacher uses technological tools and a variety of communication strategies to build local and global learning communities that engage learners, families, and colleagues.	6(4) Technology and media communication tools.	7(d)		na	
NEE Indicator	InTASC Indicator (Performances)	Missouri Indicator	Nebraska Indicator	Marzano’s Indicators		Danielson’s Indicators
Standard 7: Uses Student Assessment Data to Analyze and Modify Instruction						
7.1 The teacher uses effective, valid, and reliable assessments.	4(i) The teacher access school and/or district-based resources to evaluate the learner's content knowledge in their primary language. 6(b) The teacher designs assessments that match learning objectives with assessment methods and minimizes sources of bias that can distort assessment results.	7(1) Effective use of assessments	5(a), 5(c)		5.	1c 1f

	6(e) The teacher engages learners in multiple ways of demonstrating knowledge and skill as part of the assessment process. 6(g) The teacher effectively uses multiple and appropriate types of assessment data to identify each student's learning needs and to develop differentiated learning experiences. 6(h) The teacher prepares all learners for the demands of particular assessment formats and makes appropriate accommodations in assessments or testing condition especially for learners with disabilities and language learning needs. 6(i) The teacher continually seeks appropriate ways to employ technology to support assessment practice both to engage learners more fully and to assess and address learner needs. 7(c) The teacher develops appropriate sequencing of learning experiences and provides multiple ways to demonstrate knowledge and skill.					
7.2 The teacher uses assessment data to improve learning. (UOI 5)	1(a) The teacher regularly assesses individual and group performance in order to design and modify instruction to meet learners' needs in each area of development (cognitive, linguistic, social, emotional, and physical) and scaffolds the next level of development. 6(a) The teacher balances the use of formative and summative assessment as appropriate to support, verify, and document learning. 6(c) The teacher works independently and collaboratively to examine test and other performance data to understand each learner's progress and to guide planning. 6(g) The teacher effectively uses multiple and appropriate types of assessment data to identify each student's learning needs and to develop differentiated learning experiences. 7(d) The teacher plans for instruction based on formative and summative assessment data, prior 8(b) The teacher continuously monitors student learning, engages learners in assessing their progress, and adjusts instruction in response to student learning needs. 9(c) Independently and in collaboration with colleagues, the teacher uses a variety of data (e.g., systematic observation, information about learners, research) to evaluate the outcomes of teaching and learning and to adapt planning and practice.	7(2) Assessment data to improve learning.	2(b), 4(b), 5(b), 5(d)	1(1.2)	4. 5.	1f
7.3 The teacher promotes student-led assessment strategies.	6(d) The teacher engages learners in understanding and identifying quality work and provides them with effective	7(3) Student-led assessment strategies.	5(e)	1(1.1) 1(1.3) 1(2.13)	1.	1f 3d

	descriptive feedback to guide their progress toward that work. 6(f) The teacher models and structures processes that guide learners in examining their own thinking and learning as well as the performance of others. 8(b) The teacher continuously monitors student learning, engages learners in assessing their progress, and adjusts instruction in response to student learning needs.					
7.4 The teacher monitors the effect of instruction on the whole class and individual learning. (See UOI)	1(a) The teacher regularly assesses individual and group performance in order to design and modify instruction to meet learners' needs in each area of development (cognitive, linguistic, social, emotional, and physical) and scaffolds the next level of development. 4(e) The teacher recognizes learner misconceptions in a discipline that interfere with learning, and creates experiences to build accurate conceptual understanding. 6(a) The teacher balances the use of formative and summative assessment as appropriate to support, verify, and document learning. 6(e) The teacher engages learners in multiple ways of demonstrating knowledge and skill as part of the assessment process. 8(b) The teacher continuously monitors student learning, engages learners in assessing their progress, and adjusts instruction in response to student learning needs. 8(i) The teacher asks questions to stimulate discussion that serves different purposes (e.g., probing for learner understanding, helping learners articulate their ideas and thinking processes, stimulating curiosity, and helping learners to questions). 9(c) Independently and in collaboration with colleagues, the teacher uses a variety of data (e.g., systematic observation, information about learners, research) to evaluate the outcomes of teaching and learning and to adapt planning and practice.	7(4) Effect of instruction on individual/class learning.	5(b)	1(1.2) 1(9.40)	4.	1f (3b) 3d (3e)
7.5 The teacher communicates student progress and maintains records.	6(d) The teacher engages learners in understanding and identifying quality work and provides them with effective descriptive feedback to guide their progress toward that work.	7(5) Communication of student progress and maintaining records	5(f), 6(g)	1(1.2)	2.	4b
7.6 The teacher participates in the collaborative data analysis process.	1(a) The teacher regularly assesses individual and group performance in order to design and modify instruction to meet learners' needs in each area of development (cognitive,	7(6) Collaborative	5(d)	3(1.2) 1(1.3)	na	

	linguistic, social, emotional, and physical) and scaffolds the next level of development. 6(c) The teacher works independently and collaboratively to examine test and other performance data to understand each learner's progress and to guide planning. 9(c) Independently and in collaboration with colleagues, the teacher uses a variety of data (e.g., systematic observation, information about learners, research) to evaluate the outcomes of teaching and learning and to adapt planning and practice. 10(a) The teacher takes an active role in the instructional team, giving and receiving feedback on practice, examining learner work, analyzing data from multiple sources, and sharing responsibility for decision making and accountability for each student's learning. 10(h) The teacher uses and generates meaningful research on education issues and policies.	data analysis process.				
NEE Indicator	InTASC Indicator (Performances)	Missouri Indicator	Nebraska Indicator	Marzano’s Indicators		Danielson’s Indicators
Standard 8: Develops Professional Practices						
8.1 The teacher engages in self-assessment and improvement. (TPDP 2, 9)	9(b) The teacher engages in meaningful and appropriate professional learning experiences aligned with his/her own needs and the needs of the learners, school, and system. 9(e) The teacher reflects on his/her personal biases and accesses resources to deepen his/her own understanding of cultural, ethnic, gender, and learning differences to build stronger relationships and create more relevant learning experiences.	8(1) Self-assessment and improvement.	6(a)	3(1.1) 3(2.1) 3(2.2)	na	(4a) 4d 4e
8.2 The teacher seeks and creates professional learning opportunities. (TPDP 3, 4, 8)	9(a) The teacher engages in ongoing learning opportunities to develop knowledge and skills in order to provide all learners with engaging curriculum and learning experiences based on local and state standards. 9(b) The teacher engages in meaningful and appropriate professional learning experiences aligned with his/her own needs and the needs of the learners, school, and system. 10(f) The teacher engages in professional learning, contributes to the knowledge and skill of others, and works collaboratively to advance professional practice. 10(h) The teacher uses and generates meaningful research on education issues and policies. 10(k) The teacher takes on leadership roles at the school, district, state, and/or national level and advocates for learners, the school, the community, and the profession.	8(2) Professional learning.	6(b)	3(2.1) 3(2.2) 4(3.2)	na	4d 4e

8.3 The teacher observes, promotes, and supports professional rights, responsibilities, and ethical practices.	9(f) The teacher advocates, models, and teaches safe, legal, and ethical use of information and technology including appropriate documentation of sources and respect for others in the use of social media.	8(3) Professional rights, responsibilities and ethical practices.	1(g), 6(d), 6(e)	4(3.1)	na	4f
NEE Indicator	InTASC Indicator (Performances)	Missouri Indicator	Nebraska Indicator	Marzano’s Indicators		Danielson’s Indicators
Standard 9: Participates in Professional Collaborations						
9.1 The teacher participates in collegial activities to build relationships and encourage growth within the educational community.	1(c) The teacher collaborates with families, communities, colleagues, and other professionals to promote learner growth and development. 9(d) The teacher actively seeks professional, community, and technological resources, within and outside the school, as supports for analysis, reflection, and problem-solving. 10(c) The teacher engages collaboratively in the school-wide effort to build a shared vision and supportive culture, identify common goals, and monitor and evaluate progress toward those goals. 10(e) Working with school colleagues, the teacher builds ongoing connections with community resources to enhance student learning and wellbeing. 10(f) The teacher engages in professional learning, contributes to the knowledge and skill of others, and works collaboratively to advance professional practice. 10(i) The teacher seeks appropriate opportunities to model effective practice for colleagues, to lead professional learning activities, and to serve in other leadership roles. 10(j) The teacher advocates to meet the needs of learners, to strengthen the learning environment, and to enact system change. 10(k) The teacher takes on leadership roles at the school, district, state, and/or national level and advocates for learners, the school, the community, and the profession.	9(1) Roles, responsibilities and collegial activities.	6(c), 7(a), 7(b), 7(c)	4(1.1) 4(2.2) 4(3.2)	na	4d
9.2 The teacher collaborates within historical, cultural, political, and social contexts to meet the needs of students. (UOI 10)	1(c) The teacher collaborates with families, communities, colleagues, and other professionals to promote learner growth and development. 10(d) The teacher works collaboratively with learners and their families to establish mutual expectations and ongoing communication to support learner development and achievement. 10(j) The teacher advocates to meet the needs of learners, to strengthen the learning environment, and to enact system change.	9(2) Collaborating with historical, cultural, political and social context to meet the needs of students.	7(c), 7(e)	4(1.2)	na	1d 4c 4d

9.3 The teacher cooperates in partnerships to support student learning. (TPDP 5)	1(c) The teacher collaborates with families, communities, colleagues, and other professionals to promote learner growth and development. 7(e) The teacher plans collaboratively with professionals who have specialized expertise (e.g., special educators, related service providers, language learning specialists, librarians, media specialists) to design and jointly deliver as appropriate learning experiences to meet unique learning needs. 10(a) The teacher takes an active role in the instructional team, giving and receiving feedback on practice, examining learner work, analyzing data from multiple sources, and sharing responsibility for decision making and accountability for each student's learning. 10(b) The teacher works with other school professionals to plan and jointly facilitate learning on how to meet diverse needs of learners. 10(e) Working with school colleagues, the teacher builds ongoing connections with community resources to enhance student learning and wellbeing.	9(3) Cooperative partnerships in support of student learning.	7(b), 7(c), 7(e)	4(2.1) 4(2.2) 4(3.2)	na	4d
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Classroom Observation Scoring Rubric

Standard 1: Uses Content Knowledge and Perspectives Aligned with Appropriate Instruction

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 1.1 – The teacher demonstrates content knowledge through the use of academic and disciplinary language and facilitates students’ accurate use of academic and disciplinary language.			
NOTE: Some students must demonstrate an understanding of academic and disciplinary language to score above 2. Some students must use academic and disciplinary language to score above 4.			
0 – The teacher does not communicate the concepts of the discipline(s) and does not use academic and disciplinary language.	- Does not communicate key concepts and themes in the discipline - Does not support student learning of academic and disciplinary language or content knowledge Early Childhood Education (ECE) – Does not provide opportunities for learners to expand vocabulary or develop early literacy skills*		
1 – The teacher demonstrates limited depth and/or breadth of content knowledge using academic and disciplinary language. Does not facilitate students’ accurate use of academic and disciplinary language.	- Conveys a merely rudimentary understanding of key concepts and themes in the discipline - Little use of academic and disciplinary language, or uses academic language that does not match the disciplinary focus of the content, so students are confused - Seldom corrects student misuse of academic language ECE – Provides few opportunities for learners to expand vocabulary or develop early literacy skills*; Language practice occurs infrequently		
3 – The teacher demonstrates some depth and breadth of content knowledge using academic and disciplinary language. Facilitates students’ accurate use of academic and disciplinary language less than half of the time, or with fewer than half of the students.	- Conveys moderate understanding of key concepts and themes in the discipline - Only moderate use of academic and disciplinary language - Occasionally draws academic and disciplinary language from students - Student dialogue occasionally involves academic and disciplinary language - Occasionally corrects student misuse of academic language ECE – Occasionally provides opportunities for learners to expand vocabulary or develop early literacy skills*; Language practice occurs occasionally		
5 – The teacher demonstrates solid depth and breadth of content knowledge using academic and disciplinary language. Facilitates students’ accurate use of academic and disciplinary language more than half of the time, or with more than half of the students.	- Conveys solid understanding of key concepts and themes in the discipline - May use limited examples or demonstrations of the relationship between key disciplinary concepts - Often draws academic and disciplinary language from students - Student dialogue often involves academic and disciplinary language - Corrects student misuse of academic language most of the time ECE – Often provides opportunities for learners to expand vocabulary and develop early literacy skills*; Language practice occurs frequently		
7 – The teacher demonstrates excellent depth and breadth of content knowledge using academic and disciplinary language. Facilitates students’ accurate use of academic and disciplinary language almost all the time and with almost all the students.	- Conveys excellent understanding of key concepts and themes in the discipline - If applicable, integrates recent knowledge or development of the field - Strongly conveys relationships between key concepts or history of the concepts - Constantly draws academic and disciplinary language from students - Student dialogue is infused with academic and disciplinary language - Students are able to articulate their learning in academic and disciplinary language ECE – Constantly provides opportunities for learners to expand vocabulary and develop early literacy skills*; Learners interact with content linguistically; Language practice occurs constantly		
<i>* In ECE, opportunities to expand vocabulary include using and defining uncommon words, pairing uncommon words with objects/visuals/activities, and frequently using enriching words. Early literacy skills include phonological awareness, print concepts, letter recognition, engaging with books, and age-appropriate writing.</i>			

Indicator 1.1 Clarification

Indicator 1.1 addresses the teacher's ability to **use appropriate academic language and promote use of academic language in students**. Academic language used in textbooks and classrooms differs in structure and vocabulary from everyday spoken English. Student use of academic language promotes precision of thinking and deeper understanding of content. It helps students learn from reading because it facilitates comprehension and speeds up information processing.

There are various ways that teachers can facilitate academic language.

- Directly teach academic language through vocabulary lessons.
- Model its use in the teacher's own talk.
- Require students to use academic language in both verbal and written communication.
- Correct or clarify student use of academic language.

To attain a high score on this indicator, teachers must draw correct use of academic language from students. This is done in spoken language (e.g., classroom discussions) or writing assignments (e.g., lab reports, essays). Students typically need repeated, in-context exposure to understand academic vocabulary. English Language Learner (ELL) students who may be adequately fluent in "everyday language" may still need extra support for academic language.

Note that academic language includes both content-general and content-specific language. Content-general academic language (e.g., corollary, conclusion, argument, evidence) should be used in every class, whereas content-specific is limited to only some classes (e.g., "hypotenuse" in a math class or "scapula" in an anatomy class). Content-general language includes words used infrequently or sophisticated words that contribute to precision of thinking and communication.

In some performance classes, students may demonstrate understanding of academic language (e.g., "sharp" or "tempo" in a music class) by responding to the teacher's instruction (e.g., changing their performance), but not verbalize the academic language.

Indicator 1.1 Student Survey Questions

- This teacher makes us use the vocabulary we learn.
- This teacher explains new vocabulary in a way that helps us understand the subject.
- This teacher helps us learn the correct vocabulary words in this subject.
- This teacher knows a lot about the subject of this class.
- This teacher is a real expert in this subject.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 1.2 – The teacher cognitively engages students in the content.			
0 – The teacher does not cognitively engage students in the content.	- Does not use cognitive engagement strategies* to promote thinking about the content - Students are not cognitively engaged in the content - ECE – Does not provide opportunities to learn new skills or content; Does not encourage extension of discovery/play		
1 – The teacher seldom cognitively engages students in the content.	- Ineffectively uses one or more potentially weak cognitive engagement strategies* to promote thinking about the content - Only cognitively engages one student at a time - ECE – Seldom reviews content; Seldom encourages extension of discovery/play; Few learners are cognitively immersed in learning activities/centers		
3 – The teacher occasionally cognitively engages students in the content less than half of the time, or with fewer than half of the students.	- Uses appropriate cognitive engagement strategies* but not effectively - Misses opportunities for thinking about the content - Some students are cognitively engaged - Many students are minimally cognitively engaged - ECE – Occasionally reviews content; Occasionally encourages extension of discovery/play; Some learners interacting with content cognitively some of the time; Some learners are cognitively immersed in learning activities/centers		
5 – The teacher often cognitively engages students in the content more than half of the time, or with more than half of the students.	- Uses appropriate cognitive engagement strategies* effectively most of the time - Uses specific processing structures with students with some success - Most students are cognitively engaged much of the time - Recognizes if some students are not cognitively engaged, and tries alternate strategies to increase or maintain students' thinking about content - ECE – Often reviews and may spiral content; Often encourages extension of discovery/play; Many learners interact with content cognitively much of the time; Many learners are cognitively immersed in learning activities/centers		
7 – The teacher almost always cognitively engages students in the content and engages almost all the students.	- Effectively uses cognitive engagement strategies* to promote thinking about the content almost all the time - Almost all students are cognitively engaged almost all the time - Uses specific processing structures with students with high success - Rapidly recognizes if some students are not cognitively engaged, and uses alternate strategies successfully to increase their thinking about content - Supports students in monitoring their own levels of cognitive engagement and in employing personal strategies to increase their engagement - ECE – Reviews frequently and spirals content; Consistently encourages extension of discovery/play; Almost all learners are cognitively immersed in learning activities/centers		
<i>* Cognitive engagement strategies may include advanced organizers, K-W-L charts, share-out, shoulder-partner, connecting instruction/activities with students' lives, showing relevance, using authentic examples, presenting a puzzling problem, and inviting responses from <u>all</u> students.</i>			
Remote Learning (RL) Environments			
- The teacher provides asynchronous lectures that can include videos/multimedia to convey needed content knowledge. - During synchronous work, nearly all students are actively engaged in discussing the content or actively working to complete a product that requires them to think about the learning.			
<i>NOTE: There are three distinct types of engagement in the classroom – cognitive, affective, and behavioral. This indicator addresses cognitive engagement only. The other forms of engagement are addressed in Indicators 5.1 and 5.2.</i>			

Indicator 1.2 Clarification

Indicator 1.2 addresses the teacher's ability to **cognitively engage students in the content**. Cognitive engagement in the classroom refers to active mental involvement by students in the learning activities or active mental effort, such as meaningful processing, strategy use, concentration, and metacognition (Fredricks, Blumenfeld, & Alison, 2004; M.-T. Wang & Degol, 2014; Z. Wang, Bergin, & Bergin, 2014).

Cognitive engagement differs from **critical thinking (Indicator 4.1)**. Critical thinking can be thought of as a subset, or particular type, of cognitive engagement. A student who is thinking critically is cognitively engaged, but students can be cognitively engaged without thinking critically. This is very common in classrooms. For example, students may apply algorithms to practice math problems in a way that is cognitively engaging, but not critical thinking. In another example, a class may be playing a "Jeopardy" game to review past content. While this type of game is cognitively engaging for students, it is not critical thinking.

Cognitive engagement differs from **behavioral engagement (Indicator 5.2)**. Behavioral engagement refers to complying with behavior expected in the classroom. Students may be doing assigned tasks or answering questions in a perfunctory way in class without active mental effort or meaningful processing.

Cognitive engagement differs from **affective (or emotional) engagement (Indicator 5.1)**. Affective engagement refers to enjoying or being interested in a lesson. Students could be having a lot of fun with a lesson without active mental effort or meaningful processing. For example, imitating Elvis Presley in a lesson on pop culture may be fun, but not likely to involve active mental effort or meaningful processing.

While these types of engagement are separate, they tend to be correlated. A student who is compliant and interested in a lesson is likely to be mentally engaged as well. It is also possible for a student who appears to be not interested in the lesson (e.g., the student playing in the back of the room) to sometimes answer a question in a way that shows he has been intensely cognitively engaged.

There are various ways that teachers can promote cognitive engagement.

- Advanced organizers
- K-W-L charts
- Share-out
- Shoulder-partner
- Connecting instruction/activities with students' lives to show relevance
- Use authentic examples
- Present a puzzling problem
- Invite responses from all students

High-quality implementation may also include the recognition that an engagement strategy is not working and that a different strategy needs to be tried.

Fredricks, J. A., Blumenfeld, P. C., & Alison, H. P. (2004). School Engagement: Potential of the Concept, State of the Evidence. *Review of Educational Research*, 74(1), 59-109.

Wang, M.-T., & Degol, J. (2014). Staying Engaged: Knowledge and Research Needs in Student Engagement. *Child Development Perspectives*, 8(3), 137-143. doi: 10.1111/cdep.12073

Wang, Z., Bergin, C., & Bergin, D. A. (2014). Measuring engagement in fourth to twelfth grade classrooms: The Classroom Engagement Inventory. *School Psychology Quarterly*, 29(4), 517-535. doi: 10.1037/spq0000050 10.1037/spq0000050.supp (Supplemental)

Indicator 1.2 Student Survey Questions

- This teacher expects us to think a lot and concentrate in this class.
- This teacher's lessons make us think deeply.
- This teacher's lessons make us think the whole class time.
- This teacher makes us think about how we might use the subject in everyday life.
- This teacher wants us to ask questions during lessons.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 1.3 – The teacher uses disciplinary research and inquiry methodologies, and teaches the tools of inquiry used in the content area.			
0 – The teacher does not communicate or engage students in the processes of inquiry and research pertinent to the discipline being taught.	• No mention of the methods of inquiry, research methodologies, or standards of evidence used in the discipline • Students do not engage in methods of inquiry		
1 – The teacher seldom communicates the methods of inquiry used in the discipline, and seldom requires students to employ the methods appropriate to content/grade level.	• Seldom or only briefly mentions methods of inquiry • Communicates a basic level of understanding about inquiry methods • Students are minimally engaged in methods of inquiry		
3 – The teacher occasionally communicates the methods of inquiry, research methodologies, disciplinary standards of evidence, and/or requires students to employ these methods to acquire and critically evaluate appropriate content and grade level information less than half of the time, or with less than half of the students.	• Uses or models methods of inquiry in the content area to a limited extent, including discourse and argument • Students engage in inquiry methods to a limited extent		
5 – The teacher often communicates the methods of inquiry, research methodologies, disciplinary standards of evidence, and/or requires students to employ these methods to acquire and critically evaluate appropriate content and grade level information more than half of the time, or with more than half of the students.	• Uses or models methods of inquiry in the content area well • Provides opportunities for students to acquire and evaluate information on their own or in groups for much of the session		
7 – The teacher strongly communicates the methods of inquiry, research methodologies, disciplinary standards of evidence, and/or requires students to employ these methods to acquire and critically evaluate appropriate content and grade level information during almost all of the session.	• Strongly models effective use of inquiry methods in the discipline • Builds capacity for all students to design and conduct inquiry individually and in teams using standards of evidence in the field in all aspects of the lesson • Students communicate the importance of inquiry and research as a part of their learning		
RL Environments – For this indicator, it is important to note that students may not have the same level of protections against adult content on personal devices.			
• The teacher offers guidance and/or provides resources to families about at-home safety measures or provides direct links to safe websites. • The teacher uses additional scaffolding in independent research practices to promote student success.			

Indicator 1.3 Student Survey Questions

- This teacher explains how experts develop knowledge in this subject.
- This teacher has taught us how to learn more about the subject on our own.
- This teacher expects us to judge or question information in this subject.
- This teacher has us learn through experimenting or discussion.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 1.4 – The teacher uses interdisciplinary instruction.			
0 – The teacher does not make interdisciplinary content connections during instruction.		• Instruction does not include reference or connection to other disciplines • Does not create learning experiences allowing students to apply cross-disciplinary knowledge	
1 – The teacher seldom makes interdisciplinary content connections during instruction.		• Makes very few connections between various disciplines • Connections do not enhance learning	
3 – The teacher occasionally makes somewhat integrated interdisciplinary content connections during instruction, missing more than half of the potential connections.		• Makes some connections between disciplines • Connections contribute somewhat to overall learning goal • Uses a learning experience allowing students to apply cross-disciplinary knowledge	
5 – The teacher often makes appropriately integrated interdisciplinary content connections during instruction, missing less than half of the potential connections.		• Makes several connections, or a few strong connections between disciplines • Connections are logical and add to overall learning • If time permits, uses a few learning experiences in which students apply cross-disciplinary knowledge • Class activities guide students in analyzing the complexities of an issue or question using perspectives from varied disciplines	
7 – The teacher frequently makes well-integrated interdisciplinary content connections during instruction.		• Makes several strong connections between two or more disciplines • Connections are well-integrated with overall learning goals • Frequently uses learning experiences in which students apply cross-disciplinary knowledge • Weaves interdisciplinary themes into meaningful learning experiences through collaboration with students, colleagues, and/or real-world partners • Engages students in analysis using perspectives from a variety of disciplines	

Indicator 1.4 Student Survey Questions

- This teacher talks about how this class subject relates to things we learn in other classes.
- This teacher uses what we learn in other classes to help us understand this subject.
- This teacher expects us to use what we learn in other classes in our work for this class.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”
Indicator 1.5 – The teacher incorporates diverse social and cultural perspectives on content.		
0 – The teacher does not facilitate students’ ability to develop diverse social and cultural perspectives.	- Does not provide instruction involving diverse social and cultural perspectives - Does not communicate the potential for bias when discussing content	
1 – The teacher seldom examines diverse social and cultural perspectives.	- Makes little attempt to facilitate students’ ability to develop diverse social and cultural perspectives - Minimally discusses students’ cultural experiences when discussing content, but not in a larger context	
3 – The teacher occasionally and/or weakly examines social and cultural diversity, potential for bias in the discipline, and global perspectives of the discipline.	- Uses some instructional activities that include diverse social and cultural perspectives and/or critical examination of bias - May have examples in the classroom from diverse perspectives - Minimally connects student experience to national, regional, and ethnic perspectives - Makes minimal global connections	
5 – The teacher often and/or clearly examines social and cultural diversity, potential for bias in the discipline, and global perspectives of the discipline.	- Much of lesson includes diverse social and cultural perspectives - Encourages students to question and challenge conventional assumptions and standard approaches - Students discuss problems and solutions to global challenges - Recognizes differences in students and uses them to add value to the learning environment	
7 – The teacher frequently and strongly examines national/regional/ethnic contributions to the discipline, social and cultural diversity within the discipline, potential for bias in the discipline, and global perspectives of the discipline.	- Almost all of the lesson facilitates students’ development of diverse social and cultural perspectives - Diverse perspectives are connected to a sequence of learning - Encourages students to share their personal perspectives as they relate to other perspectives - Engages students in strategies to determine if bias is present in representations of content - Activities require students to demonstrate an understanding of local and global issues related to the discipline	

Indicator 1.5 Student Survey Questions

- This teacher tells us how different people view this subject.
- This teacher uses examples from across the world.
- This teacher uses examples from different cultures in our country.

Standard 2: Understands and Encourages Student Learning, Growth, and Development

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 2.1 – The teacher supports cognitive development of all students.			
0 – The teacher delivers instruction inappropriate to the cognitive development level of students.	• Uses no learning activities appropriate to the cognitive development level of students • ECE – Activities are not developmentally appropriate		
1 – The teacher seldom delivers instruction appropriate to the cognitive development level of the class, or delivers instruction appropriate to only a few students.	• Uses learning activities that are too easy or too difficult cognitively for most students • Students either do not need any instructional support to be successful, or even with scaffolding, the tasks are too difficult • Uses one instructional strategy* with little regard to the needs of individual students • Varies instructional strategies* some to try to address diverse student needs, but not successfully • ECE – Provides activities that are developmentally appropriate for only a few learners		
3 – The teacher delivers instruction appropriate to the cognitive development level of fewer than half of the students or less than half of the time.	• Uses learning activities within the zone of proximal development for some students • Some students must stretch cognitively, but are successful with some scaffolding; tasks are too easy or too difficult for other students • Uses minimal instructional strategies* to differentiate instruction • ECE – Provides some developmentally appropriate activities but with little tailoring to each learner’s ability		
5 – The teacher delivers instruction appropriate to the cognitive development level of more than half of the students or more than half of the time.	• Uses learning activities within the zone of proximal development for most students • Most students must stretch cognitively, but are successful with some scaffolding • Clearly connects learning activities and needs of diverse learners • Uses instructional strategies* effectively to meet the needs of most students • ECE – Provides activities that are developmentally appropriate for most learners; Most activities are tailored to ability; Integrates developmentally delayed learners much of the time		
7 – The teacher delivers instruction appropriate to the cognitive development level of almost all students almost all of the time.	• Almost all students must stretch cognitively, and are successful with some scaffolding • Uses learning activities within the zone of proximal development for almost all students • Seamlessly provides individualized instructional practices to advance almost all individual students’ learning • ECE – Provides developmentally appropriate activities; Almost all activities are tailored to each learner’s ability; Consistently varies instructional approach based on learners’ needs; Integrates developmentally delayed learners seamlessly		
* Instructional strategies may include grouping students with similar needs and using a few instructional strategies for different groups such as teacher-led instruction, pair-share, self-reflection, flash cards, or provision of additional challenges.			

Indicator 2.1 Student Survey Questions

- The work this teacher gives me is just right for me – not too easy and not too hard.
- This teacher teaches to my level – not too far above or below me.
- This teacher helps all the students learn, not just some students.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 2.2 – The teacher sets and monitors student goals.			
0 – The teacher does not communicate clear goals for the learning activity.	• Instructional goals and expectations for student learning are not clear or are inappropriate • Activity agenda may be provided but no evidence of learning target or performance of understanding		
1 – The teacher communicates goals for the lesson, but no student goals are evident.	• Communicates goals or target for the learning activity, but does not encourage student responsibility • Daily learning target present with no assessment (performance of understanding) • Teacher has goals, but it is not clear that students do • Few students seem aware of the learning target		
3 – The teacher has clear goals and encourages some student responsibility for setting goals. No systematic approach to student goal setting. Fewer than half of the students have clear goals.	• Clear lesson objectives are presented in student-friendly language • Some students seem aware of the learning target (or performance of understanding) • Encourages some student responsibility, self-direction, or ownership of learning • Minimal reference is made to goals set by students		
5 – The teacher has clear goals and encourages student goal setting. Systematic approach to student goal setting. More than half of the students have clear goals.	• Frequently refers to learning target • All students are aware of the learning target (or performance of understanding) • Some activities involve goals set by students • Clear reference is made to learning goals set by students • Student goals are clearly present, but refer to grades or scores rather than understandings		
7 – The teacher has clear goals and encourages student goal setting. Systematic approach to student goal setting and reflection. Almost all students have clearly articulated goals for understanding. Student learning is self-directed.	• All students use the learning target and performance of understanding to readjust or set clear goals • Strong emphasis on self-direction and ownership of learning • Goals set by students are evident in materials or in the room (e.g., posted on wall) • Student goals refer to understanding rather than just grades or scores • Goals are both short-term and long-term (e.g., unit, quarter, semester) • Students engage in self-reflection regarding goal attainment • May instruct students on successful goal setting (e.g., goals are specific, challenging, reasonable, and further defined by sub-goals)		
RL Environments – For this indicator, it is important to note that students who set and monitor individual goals are more likely to be invested in learning and motivated to achieve success. • The teacher encourages students to set and monitor their own goals and uses effective communication to continually promote individual goal setting. • The teacher posts the learning target in multiple places (e.g., print and online materials) and shares the learning target during synchronous work. • The teacher ensures students know what is required to meet the learning target. • Students track their progress throughout completion of the learning target. • The teacher provides strategies and resources that students and families can use effectively to monitor progress.			

Indicator 2.2 Student Survey Questions

- This teacher tells us the goals for each lesson.
- This teacher knows when we have each reached our own learning goals.
- This teacher expects us to set learning goals for ourselves in this class.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 2.3 – The teacher uses theory- and research-based strategies.			
0 – The teacher does not use research-based theories of learning.		• No evidence of use of research-based theories of learning • Uses strategies* that research and theory suggest are counterproductive or ineffective	
1 – The teacher seldom effectively uses theory- and research-based teaching strategies.		• Uses research-based strategy/strategies* to promote learning for a very limited portion of the lesson • Uses strategy/strategies* ineffectively	
3 – The teacher occasionally effectively uses theory- and research-based teaching strategies less than half of the time, or with fewer than half of the students.		• Uses some research-based strategies* to promote learning fairly effectively with some students • Uses direct instruction or constructivism, depending on which is most appropriate for some of the students or topics	
5 – The teacher often effectively uses theory- and research-based teaching strategies more than half of the time, or with more than half of the students.		• Uses research-based strategies* effectively with most students for much of the lesson • May teach study habits and memory and comprehension monitoring strategies to students	
7 – The teacher almost always effectively uses theory- and research-based teaching strategies or with almost all the students.		• Uses multiple research-based strategies* highly effectively with almost all students consistently throughout the lesson • Clearly teaches study habits and memory and comprehension monitoring strategies to students	
<i>* Strategies may include providing strong and clear feedback, spacing practice, summarizing, reciprocal teaching, modeling, concept mapping, frequent assessment, establishing goals and sub-goals, vocabulary building, reinforcing effort, using cognitively complex tasks, using graphic and advanced organizers, academic play or games, note-taking, voting, and computer-assisted instruction.</i>			

Indicator 2.3 Student Survey Questions

- This teacher shows us or gives examples of what we are supposed to learn or do.
- This teacher helps us become better learners.
- This teacher clearly tells us how we did, and how to improve.
- This teacher expects us to know or do things weeks or months after we learned them.
- This teacher has us summarize our learning.
- This teacher has us practice things again weeks after we have learned them.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 2.4 – The teacher promotes the emotional competence of students.			
0 – The teacher does not apply research-based methods of promoting students' emotional competence.	- Teacher and students appear emotionally negative to neutral much of the time - Teacher does not model appropriate emotional competence - Students’ emotional explosions are not dealt with constructively and may even escalate		
1 – The teacher seldom applies research-based strategies to promote students' emotional well-being. The teacher and students seldom appear to be in an upbeat mood.	- Teacher and students appear emotionally neutral much of the time - Uses few strategies* to promote emotional competence - Emotional explosions are seldom dealt with constructively		
3 – The teacher occasionally applies research-based strategies to promote students' emotional well-being. An upbeat mood is displayed by the teacher and students less than half of the time, or by fewer than half of the students.	- Teacher and students appear emotionally positive some of the time - Uses a few strategies* to promote emotional competence of students		
5 – The teacher often applies research-based strategies to promote students' emotional well-being. An upbeat mood is displayed by the teacher and students more than half of the time, or by more than half of the students.	- Teacher and students appear emotionally positive most of the time - Uses more than a few strategies* to promote emotional competence of students - Emotional explosions are dealt with constructively most of the time		
7 – The teacher frequently applies research-based strategies to promote students' emotional well-being and displays sensitivity to students' emotions. An upbeat mood is displayed by the teacher and students almost all of the time, or by almost all of the students.	- Teacher and students appear emotionally positive almost all of the time - Uses several strategies* and seizes every opportunity to promote emotional competence in students - Emotional explosions are dealt with constructively almost always		
<i>* Strategies may include modeling good regulation of emotion, coaching effective coping strategies, talking about emotions as they naturally occur, validating negative emotions (without accepting misbehavior), helping students reinterpret negative situations in a more positive light, and using appropriate humor.</i>			
RL Environments - The teacher encourages students to talk about emotions as they occur. - The teacher validates negative emotions. - The teacher helps students to reinterpret a negative situation into a more positive situation. - The teacher provides opportunities for student interactions. - The teacher holds online sessions using available software (e.g., Zoom, Google Meet, Microsoft Teams, etc.) to allow for social interaction of students. - The teacher uses breakout rooms during online classes to encourage peer interaction. For students who do not have Internet access, the teacher includes students in conference calls to encourage peer interaction. - The teacher develops and adheres to a schedule when possible to provide structure, which can lead to more stable emotional regulation. - The teacher encourages effective use of coping strategies, including promoting physical activity (e.g., cardio exercise, strength training, or yoga), encouraging students to make time for fun, and encouraging students to try a new hobby.			

Indicator 2.4 Student Survey Questions

- This teacher talks about how to deal with emotions.
- This teacher talks about understanding others' feelings.
- This teacher would be helpful if students were dealing with anger or sadness.
- This teacher helps students feel happy in this class.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 2.5 – The teacher builds on students’ prior experiences, learning strengths, and needs.			
0 – The teacher has not taken into consideration the prior learning and experiences of students when presenting a lesson or activity.		• Prior knowledge, learning, and/or experiences of students has no bearing on the lesson/activity delivery • Does not design learning experiences that connect students’ prior content knowledge to new learning • ECE – Does not build on learners’ prior knowledge and experience	
1 – The teacher communicates vague awareness of students' prior knowledge. Seldom begins learning activities by activating prior knowledge and seldom makes connections among information for students.		• Comments on prior knowledge of a few students • Does not clearly connect new learning with prior learning • ECE – Rarely builds on learners’ prior knowledge and experience	
3 – The teacher communicates some awareness of students' prior knowledge. Begins learning activities by activating prior knowledge less than half of the time or considers the prior knowledge of fewer than half of the students. Occasionally builds on prior knowledge to create a web of knowledge with a few connections.		• Assesses and activates prior knowledge (e.g., with a “What I Know, What I Want to Know, and What I Learned [K-W-L] approach) of some students • Comments on a few individual students' prior experiences • Makes one or two connections to prior knowledge • ECE – Makes occasional links to learners’ prior knowledge and experience	
5 – The teacher communicates awareness of students' prior knowledge. Begins learning activities by activating prior knowledge more than half of the time or considers the prior knowledge of more than half of the students. Often builds on prior knowledge to create a web of knowledge with a moderate number of connections.		• Assesses and activates prior knowledge of most students • Aligns learning activities to most students' prior individual experiences • Refers multiple times to content from other lessons or units • ECE – Often builds on learners’ prior knowledge and experience	
7 – The teacher communicates awareness of students' prior knowledge. Begins learning activities by activating prior knowledge almost all the time, or considers the prior knowledge of almost all of the students. Consistently builds on prior knowledge to create a strong web of knowledge with many connections.		• Activates prior knowledge of almost all students • Makes many connections to knowledge web • Refers strongly and repeatedly to content from other lessons or units • Builds on the experiences of each student and adapts lesson as needed • ECE – Consistently builds on learners’ prior knowledge and experience	

Indicator 2.5 Student Survey Questions

- This teacher connects what we are learning with things we already know.
- This teacher reminds us of things we learned earlier.
- This teacher begins lessons by asking what we already know about a subject.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 2.6 – The teacher incorporates students’ language, culture, family, and community.			
0 – The teacher does not modify instruction to reflect an understanding of how student learning is influenced by language, culture, family, and community values.		Does not convey any awareness of students' cultural backgrounds	
1 – The teacher seldom uses multicultural strategies or conveys sensitivity to students' and the community’s cultures.		- Communicates some knowledge of student and community culture and values - Does not integrate culture into lesson well - Misses opportunities to teach respect for all students	
3 – The teacher uses approaches that incorporate and demonstrate sensitivity to the students’ family, language, culture, and community less than half of the time, or for fewer than half of the students.		- Draws some connections during learning activities that are related to some students or community to community cultures - Occasionally teaches and models multicultural respect, including socioeconomic status, through action and words - Environment includes a few samples from diverse cultures	
5 – The teacher uses multicultural strategies and conveys sensitivity to the students' family, language, culture, and community more than half of the time, or for more than half of the students.		- Draws clear connections during learning activities that are related to several students’ cultures - Teaches and models multicultural respect, including socioeconomic status, through action and words for most of the students - Environment includes several samples from diverse cultures - Treats most students impartially	
7 – The teacher employs high-quality multicultural strategies, conveying sensitivity to almost all of the students.		- Draws explicit connections during learning activities that are related to almost all students’ cultures - Routines and procedures clearly indicate a trusting multicultural environment - Environment includes many samples from diverse cultures - Consistently teaches and models multicultural respect, including socioeconomic status, for all students - Treats all students impartially - Students convey respect for others of different cultures	
RL Environments – For this indicator, the look-fors are consistent with a traditional classroom setting. The teacher provides access to a variety of multicultural materials (e.g., websites, print materials, etc.).			

Indicator 2.6 Student Survey Questions

- This teacher helps us treat people who are different with respect.
- This teacher treats all students equally.
- This teacher knows about and respects each student's family background.
- This teacher knows and respects differences in students’ language and culture.

Standard 3: Implements the Curriculum

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 3.1 – The teacher implements curriculum standards.			
0 – The teacher does not implement instruction that aligns with the district curriculum map or pacing guides or with state curriculum standards.	Does not deliver learning experiences aligned with standards		
1 – The teacher seldom implements instruction that aligns with the district curriculum map or pacing guides or with state curriculum guidelines.	- Delivers some learning experiences aligned with standards - Designs few opportunities for students to achieve the learning goals		
3 – The teacher implements instruction that aligns with the district curriculum map or pacing guides or with state curriculum guidelines for less than half of the learning experiences.	- Some learning experiences are aligned with standards - Designs some opportunities for students to achieve learning goals		
5 – The teacher implements instruction that aligns with the district curriculum map or pacing guides or with state curriculum guidelines for more than half of the learning experiences.	- Most learning experiences are aligned with standards - Includes several different opportunities for students to achieve the learning goals		
7 – The teacher implements instruction that strongly aligns with the district curriculum map or pacing guides or with state curriculum guidelines for almost all of the learning experiences.	- Almost all learning experiences are strongly aligned with standards - Discusses alignment of activities and standards with students		
RL Environments – For this indicator, it is critical for school districts to identify what power standards will be taught due to time constraints.			
The teacher focuses instruction on power standards to ensure students are ready for the next grade level.			

Indicator 3.2 – The teacher develops lessons for diverse learners.
NOTE: This is NOT observable in a mini-observation. For observation, see Indicators 2.1 and 2.6.

Indicator 3.3 – The teacher analyzes instructional goals and differentiated instructional strategies.
NOTE: This is NOT observable in a mini-observation.

Standard 4: Teaches for Critical Thinking

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 4.1 – The teacher uses instructional strategies that lead students to problem-solving and critical thinking.			
0 – The teacher does not use instructional strategies to promote student problem-solving or critical thinking skills.		• Students are not involved in problem-solving or critical thinking	
1 – The teacher seldom uses instructional strategies that require students to problem-solve and think critically.		• Seldom uses questions that demand more than basic recall or mere opinion • Almost always responds to own questions without wait time for student response • Uses routine applications of known procedures, or highly guided or constrained tasks	
3 – The teacher occasionally uses instructional strategies that require students to problem-solve and think critically less than half of the time, or with fewer than half of the students.		• Occasionally uses instructional strategies that require some students to reason, problem-solve, and think critically (e.g., to assess or develop an informed argument, weigh credibility of evidence, justify or evaluate thinking, use cause-and-effect charts) • Uses some higher-order questions with skill (e.g., "how do you know?" or “why do others come to a different conclusion?”), but is not consistent • May provide opportunities for higher-order thinking (e.g., compare, analyze, infer, evaluate, explain, justify) without appropriate follow-through • Mostly uses routine applications of known procedures • May provide too much or too little scaffolding for problem solving	
5 – The teacher often uses instructional strategies that require students to problem-solve and think critically more than half of the time, or with more than half of the students.		• Often uses instructional strategies that require most students to reason, problem-solve, and think critically • Models critical thinking and steps necessary to problem-solve for students, but misses some opportunities • May allow students to problem-solve independently instead of providing step-by-step instructions • Implements meaningful learning experiences that require most students to apply disciplinary knowledge to real-world problems	
7 – The teacher almost always uses instructional strategies that engage almost all students in learning activities to promote problem-solving and critical thinking continuously through almost all the lesson.		• If time allows, progresses fluently through multiple instructional strategies that require almost all students to think critically and problem-solve • Consistently requires students to explain or justify their thinking, problem-solve, formulate questions, predict, be creative, or make informed decisions • Almost all students consistently engage in individual or collaborative critical thinking and problem-solving, analysis, synthesis, interpretation, and creation of original products • Strongly models critical thinking	
NOTE: In ECE, critical thinking may involve allowing learners to use materials in unique ways, looking at problems in different ways, generating their own ideas, or actively discovering, investigating, exploring, constructing, and creating. Also may involve letting learners take risks, experiment, and make mistakes. Another example includes allowing learners to lead and then following their lead.			
RL Environments • The teacher consistently requires students to explain/justify their thinking, practice problem-solving skills, formulate questions, predict outcomes, be creative, and/or make informed decisions. • The teacher provides students with guidance and resources on how to show evidence of critical thinking or decision making. • The teacher evaluates learning activities to ensure that students are engaged in critical thinking and/or problem-solving skills.			

Indicator 4.1 Clarification

Indicator 4.1 addresses the teacher's ability to **draw students into skillfully applying, analyzing, synthesizing, and evaluating information to reach a conclusion or solve a problem**. Promoting critical thinking (CT) and problem-solving skills is difficult and fairly uncommon in typical classrooms.

There are various ways that teachers can promote CT.

- Ask challenging questions – not just yes/no questions.
- Give students complex, demanding tasks that require persistent effort, concentration, and various cognitive and metacognitive strategies.
- Require students to determine what makes an argument valid, assess possible solutions, categorize problems, map concepts, or explain a worked example.
- Ask students to justify their thinking or evaluate others' thinking.
- Ask students to generate questions and problems, independently collect and assess relevant information in the content, and come to an extended conclusion/justification that works to solve complex issues.

Every incident of the phrase “solve a problem” does not necessarily involve CT. For example, a teacher in a math class may ask students to “solve the problems on page 17” or “come to the board and solve the problem.” These tasks are CT only if they have the properties listed above. However, if the tasks merely involve a student applying a scripted algorithm, then the “problem-solving” is not CT.

Note that CT is not always appropriate in a given observation period. There are times when students should be practicing and over-learning skills that are foundational to higher-level CT. However, CT should occur at some point in every classroom. For school districts in which CT is a prioritized indicator, we recommend that evaluators come back at another time if an activity is occurring in a classroom that is appropriate, but affords little opportunity for CT (e.g., practicing multiplication tables so that these become automatic). To maintain the “drop in” nature of classroom observations, but increase the likelihood that CT will be in evidence, the evaluator may ask the teacher for multiple suggested times to “drop in” and then randomly select one of them.

Indicator 4.1 Student Survey Questions

- This teacher asks “how?” and “why?” questions to make us think more.
- This teacher makes us explain our answers.
- This teacher waits a while before letting us answer questions, so we have time to think.
- This teacher makes us compare different ideas or things.
- This teacher makes us use what we learn to come up with ways to solve problems.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 4.2 – The teacher effectively uses appropriate instructional resources to enhance student learning.			
0 – The teacher does not effectively use appropriate instructional resources to enhance student learning.	• No use of appropriate instructional resources* • Uses inappropriate or inadequate text or materials • ECE – Materials are not accessible to learners		
1 – The teacher seldom effectively uses appropriate instructional resources to enhance student learning.	• Rarely uses instructional resources* or uses these in perfunctory or developmentally inappropriate ways • Uses the standard text or materials in ineffective ways • ECE – Materials are seldom accessible to learners; No flexibility for learners to take materials from one center to another		
3 – The teacher occasionally effectively uses appropriate instructional resources to enhance student learning less than half of the time, or with fewer than half of the students.	• Uses instructional resources* effectively on occasion, but is not consistent • Uses some developmentally appropriate instructional resources* but does not maximize the potential for enhancing student learning • ECE – Materials are occasionally accessible to learners; Limited flexibility for learners to take materials from one center to another		
5 – The teacher often effectively uses appropriate instructional resources to enhance student learning more than half of the time, or with more than half of the students.	• Uses instructional resources* appropriate for most students • Sets up lessons so that students use instructional resources* in a meaningful way most of the time • If time permits, uses a variety of instructional resources* • ECE – Materials are often accessible to learners; Some flexibility for learners to take materials from one center to another		
7 – The teacher almost always effectively uses appropriate instructional resources to enhance student learning for almost all students.	• Uses a variety of instructional resources* effectively • Selects instructional resources* that strengthen learning activities • Promotes technology skills through use of instructional resources* • May ask students to critique quality of information from instructional resources* or evaluate how instructional resources* will benefit their learning • ECE – Materials are always accessible to learners; Complete flexibility for learners to take materials from one center to another		
<i>* Instructional resources may include technology, online resources, primary source documents, manipulatives, supplementary readings, video or audio, etc. In ECE, instructional resources may include technology, art materials, sensory materials, blocks, big books, puzzles, dramatic play, props, variety of writing materials or models/anchor charts, open-ended materials used to promote creativity, etc.</i>			
NOTE: This indicator is about use of technology for instruction. Indicator 6.4 is about use of technology for communication.			

Indicator 4.2 Student Survey Questions

- This teacher uses lots of different things to help us learn (such as readings, maps, or objects).
- This teacher uses the things in this classroom in ways that help us learn.
- This teacher uses materials in class that help us understand the subject.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 4.2b – The teacher effectively uses appropriate technology to facilitate student learning.			
0 – The teacher does not use technology to facilitate student learning.	• No appropriate use of technology* • Uses technology in ways that violate Board of Education policy		
1 – The teacher seldom effectively uses appropriate technology to facilitate student learning.	• Seldom uses technology* • Uses technology in perfunctory or ineffective ways • Uses technology in developmentally inappropriate ways • Available technology is not accessible to all learners		
3 – The teacher occasionally effectively uses appropriate technology to facilitate student learning less than half of the time, or with fewer than half of the students.	• Occasionally uses technology* effectively, but misses opportunities to more fully incorporate technology into the lesson • Uses some developmentally appropriate technology but does not maximize the potential for facilitating student learning • Increases student competence using technology fluently		
5 – The teacher often effectively uses appropriate technology to facilitate student learning more than half of the time, or with more than half of the students.	• Often uses technology* effectively • Misses few opportunities to more fully integrate technology into the learning activities • Sets up lessons so that students use technology in a meaningful way most of the time • Selects technology that strengthens learning activities • Asks students to critique the quality of digital resources		
7 – The teacher almost always effectively uses appropriate technology to facilitate student learning for almost all students.	• Almost always uses technology* in a high-quality way that is both effective and seamless throughout the lesson • Misses no opportunities to fully integrate technology into the learning activities • Provides students with opportunities to independently use technology above and beyond planned activities		
<i>* In this context, technology refers to hardware, digital tools, and digital content. Effective, high-quality use of technology includes collaboration across space and time, publishing student work to a wider audience, providing choice and individualized student experiences, encouraging creativity, developing the capacity to locate, access, and evaluate sources and information, promoting computational thinking, and developing digital citizenship. Use of technology may be synchronous or asynchronous.</i>			
NOTE: Appropriate uses of technology must comply with the Children’s Online Privacy Protection Act (COPPA) and FERPA.			

Indicator 4.2b Clarification

Indicator 4.2b addresses the teacher's ability to **effectively use appropriate technology to facilitate student learning**. This indicator is about high-quality use of technology (i.e., hardware, digital tools, and digital content) that enhances learning in ways that only technology can do, rather than simply using it as a substitute for older tools.

Indicator 4.2 addresses effective use of all resources in the classroom, including technology. Indicator 4.2b specifically addresses **only** technology use. It is intended for school districts and buildings heavily focused on implementing technology, such as 1:1 programs. For school districts that view technology as just one among many important resources, we recommend using Indicator 4.2.

Technology is one of many resources a teacher may use, but technology provides some unique learning opportunities. Indicator 4.2b is about maximizing those opportunities. It is also about quality of use and **not** about frequency of use. Frequency only matters to the extent that opportunities are missed. It is possible that digital tools may only be used for a brief time during a 10-minute classroom observation, but the brief use must be both appropriate to the lesson content and further student learning and experiences.

A successful teacher on this indicator will fully integrate technology into lessons as a way to further student learning and expand opportunities beyond that of a classroom without 1:1 capabilities.

There are various ways that teachers can promote high-quality use of technology.

- Collaboration across space and time.
- Publish student work to a wider audience.
- Provide choice and individualized student experiences.
- Encourage creativity.
- Develop the capacity to locate, access, and evaluate sources and information.
- Promote computational thinking.
- Develop digital citizenship.

Additional aspects of high-quality use of technology integrate with other Classroom Observation Indicators, including critical thinking (4.1), student choice (5.1), civil behavior (5.3), equity (planning for diverse learners is contained in the Unit of Instruction), and formative assessment (7.4). When addressing these teaching practices, the corresponding indicator should be used.

Indicator 4.2b Student Survey Questions

- This teacher often uses technology (e.g., tablets, computer, blogs, email, PowerPoint) in a way that helps us learn.
- This teacher uses technology in a way that helps us learn better.
- This teacher shows us how to judge the quality of information on the internet.
- This teacher helps us learn to use computers and other technology better.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 4.3 – The teacher employs cooperative learning.			
0 – The teacher does not employ cooperative learning activities.		• No use of cooperative learning activities	
1 – The teacher seldom employs cooperative learning activities. When employed, cooperative learning is inadequately organized.		• Uses whole group instruction during the vast majority of instructional time • Teacher dominates activities • Uses small group learning activities ineffectively	
3 – The teacher employs cooperative learning less than half of the time, when it would be appropriate. When employed, cooperative learning is weakly organized.		• Uses small group learning activities but guidelines are not clear • Activities are weakly organized or transitions are not smooth • A variety of instructional group situations are used when appropriate, but some opportunities for ideal groupings are missed	
5 – The teacher effectively combines flexible, independent, cooperative, and whole-class learning situations to maximize student learning more than half of the time. When employed, cooperative learning is adequately organized.		• Guidelines for group learning activities are clear • Activities are organized with orderly transitions and clearly defined roles • Students engage in cooperative learning rather than just "group work" • Checks understanding for each group • A variety of instructional situations are used when appropriate, such as independent, small groups, and whole class	
7 – The teacher almost always effectively combines flexible, independent, cooperative, and whole-class learning situations to maximize student learning. When employed, cooperative learning is exceptionally well-organized.		• Fluidly directs independent, collaborative, and whole-class learning situations that maximize student learning • Fully applies all principles of effective cooperative learning (e.g., makes evaluation criteria clear, monitors and provides feedback, applies PIES [personal and group accountability, interdependence, equal participation, simultaneity]) • When possible, uses grouping strategies to help students interact with others from different cultures and backgrounds • May also serve as a resource to colleagues in the use of independent, collaborative, and whole-class learning situations	

Indicator 4.3 Student Survey Questions

- When our teacher assigns work in small groups, we each know exactly what we are supposed to do.
- When we work in small groups, the teacher makes sure everyone in the group does some of the work.
- When our teacher assigns work in small groups, we learn a lot.

Standard 5: Creates a Positive Classroom Learning Environment

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”
Indicator 5.1 – The teacher uses motivation strategies that affectively engage students.		
0 – The teacher does not use motivation strategies that affectively engage students.		- No evidence of motivation strategies* in use - ECE – Centers do not engage learners
1 – The teacher seldom uses motivation strategies that affectively engage students.		- Uses a few motivation strategies* with limited success - Uses motivation strategies* in ways that undermine long-term motivation (e.g., sarcasm, threats) - Uses gimmicks that distract rather than engage students - Students may express boredom or frustration - ECE – Centers seldom engage learners or engage few learners; Learners seldom have opportunities to make choices and work independently
3 – The teacher occasionally uses motivation strategies that affectively engage students less than half of the time, or with fewer than half of the students.		- Uses motivation strategies* with some success - Some students appear moderately motivated some of the time - Some students express positive emotions (e.g., interest, excitement, amusement, pride) for the learning activity some of the time - Lesson occasionally drags - ECE – Centers engage some learners some of the time; Learners occasionally have opportunities to make choices and work independently
5 – The teacher often uses motivation strategies that affectively engage students more than half of the time, or with more than half of the students.		- Uses multiple motivation strategies* with much success - Most students appear motivated most of the time - Most students express positive emotions (e.g., interest, excitement, amusement, pride) for the learning activity most of the time - Some students may be unmotivated, but many are motivated - ECE – Centers engage most learners much of the time; Learners often have opportunities to make choices and work independently
7 – The teacher almost always uses motivation strategies that affectively engage almost all of the students.		- Uses multiple motivation strategies* with great success - Adjusts and refines use of motivation strategies* based on effectiveness - Almost all students appear highly motivated almost all of the time - Almost all students express positive emotions (e.g., interest, excitement, amusement, pride) for the learning activity almost all of the time - Students may be engaged in self-directed learning - ECE – Centers are fully engaging so that learners want to play; Lessons are developmentally appropriate, quick, and relevant; Teacher is enthusiastic
* This indicator emphasizes intrinsic motivation more than external motivation. Research-based motivation strategies may include using interesting materials, providing attractive choice (autonomy), praise (avoiding criticism), pointing out progress, communicating enthusiasm for the content, setting and achieving goals, promoting self-efficacy, and communicating that success is due to effort (not ability). In ECE, setting up centers is foundational and central to the lesson plan. Centers should motivate and affectively engage learners. RL Environments – For this indicator, it is important to note that whole-class lectures may not keep students motivationally engaged. - The teacher motivates students by selecting interesting topics, choosing topics that are applicable, allowing for student choice, encouraging students to set goals, and working with small groups and individuals. - The teacher promotes student confidence by providing detailed feedback to each student. NOTE: This indicator refers to positive emotions toward the content or lesson activities. Indicator 5.3b is about positive emotions toward the teacher. NOTE: There are three distinct types of engagement in the classroom – cognitive, affective, and behavioral. This indicator addresses affective engagement only. The other forms of engagement are addressed in Indicators 1.2 and 5.2.		

Indicator 5.1 Clarification

Indicator 5.1 addresses the teacher's ability to **motivate and affectively (or emotionally) engage students in the lesson**. Motivation initiates and directs behavior. Teachers can influence student motivation in a variety of ways. One way is to increase student self-efficacy (confidence), which is a strong predictor of achievement. Students high in self-efficacy are more willing to take on and stick with challenging tasks, put effort into learning, and learn more. Also, teachers can influence student motivation by promoting autonomy in the classroom. Autonomy is the sense that one is engaging in learning activities that reflect one's own choice and self-identity, rather than being compelled to do so. Teachers foster autonomy by deemphasizing external reinforcement, encouraging students to solve problems in their own way, acknowledging student feelings, and listening more than talking. In contrast, teachers who use directive, commanding statements and use coercive techniques, such as rewards and punishments, diminish feelings of autonomy. Teachers also increase motivation by affectively engaging students, or making lessons enjoyable, fun, and interesting.

There are various ways that teachers can promote motivation and affective engagement.

- Use materials and activities that students find interesting.
- Emphasize intrinsic motivators more than external motivators.
- Connects instruction/activities with students' lives to show relevance.
- Use authentic examples.
- Provide attractive choices (autonomy).
- Praise students for genuine achievement (and avoiding criticism).
- Communicate enthusiasm for the content.
- Help students set achievable, but challenging, goals.
- Promote students' self-efficacy.
- Communicate to students that success is due to effort and good strategies (not ability).

Success may be indicated by students expressing positive emotions, energy, persistence in the face of difficulty, preference for difficult tasks, and enthusiasm in the learning activity.

Indicator 5.1 Student Survey Questions

- This teacher makes lessons interesting.
- This teacher points out how this topic is important to our lives.
- This teacher gives us choices in our classwork.
- This teacher tells us that we can all be successful if we try hard.
- This teacher gets us excited about the subject.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 5.2 – The teacher manages time, space, transitions, and activities.			
0 – The teacher does not manage time, space, transitions, and activities well.		- No procedures for transitioning or managing time efficiently - Most students are on task less than 10% of the time - ECE – Learners are not involved in learning activities; No apparent procedures or expectations	
1 – The teacher seldom manages time, space, transitions, and activities well. Time is not used efficiently for most students.		- A few students are on task - Class time is centered on learning less than 20% of the time - Does not redirect students who are off-task, or has to stop frequently to redirect because students are unsure of directions - Back frequently turned to students; unaware of student behavior - Students have to wait for teacher because of poor management or planning - Seldom uses strategies* for managing time, space, and transitions - Directions unclear - Transitions are too long or not relevant - Teacher talks about transition, but then does not make transition - ECE – Many learners wandering the room; Few learners are involved in classroom routines	
3 – The teacher occasionally manages time, space, transitions, and activities well less than half of the time, or with fewer than half of the students.		- Some students are on task - Class time is centered on learning about 35-50% of the time - Teacher manages time rather than students (i.e., is inflexible in scheduling) - Sometimes uses strategies* for managing time, space, and transitions - Does not fully minimize distractions or interruptions - Teacher may change directions too often - ECE – Some learners wandering the room; Some learners are involved in classroom routines	
5 – The teacher often manages time, space, transitions, and activities well more than half of the time, or with more than half of the students.		- Most students are on task most of the time and appear to know classroom routines - Class time is centered on learning about 65-80% of the time - Students know what to do when the bell rings - Mostly uses strategies* for managing time, space, and transitions - Only minor redirects are needed - Transitions between instruction, demonstration, guided practice, and independent practice are fairly smooth - ECE – Most learners are involved in classroom routines; Learning occurs during most transitions (e.g., not standing in line doing nothing)	
7 – The teacher almost always organizes, allocates, and manages time, space, transitions, and activities well. Manages class so fluidly that management is invisible with almost all the students.		- Almost all students are on task - Class time is centered on learning more than 90% of the time - Strong evidence that students already know classroom routines and transitions - Students appear to be self-directed - Always uses strategies* for managing time, space, and transitions - Students collaborate on the effective management of time, space, transitions, and activities - ECE – Adequate amount of quality materials in room (e.g., realistic, developmentally appropriate); Visual schedules are present and actively used; Transitions are well organized (e.g., with lights, cues, movement, music); Learning occurs during transitions; Learners are busy and active; Learners are involved in routines; Room is warm, inviting, and organized	
<i>* Strategies may include having effective seating structures, having sufficient materials in the room, clearly communicating procedures for entering or finishing work, and clearly communicating behavioral expectations.</i>			
<i>Note: There are three distinct types of engagement in the classroom – cognitive, affective, and behavioral. This indicator addresses behavioral engagement only. The other forms of engagement are addressed in Indicators 1.2 and 5.1.</i>			

Indicator 5.2 Student Survey Questions

- We are learning almost all the class time.
- We each know what we are supposed to be doing all the time in this class.
- This teacher is ready to teach when the class begins.
- We each know where to find all the materials we need in this classroom.
- The space in our classroom is well organized.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 5.2b – The teacher uses effective discipline that promotes self-control.			
0 – The teacher does not use effective discipline when needed that promotes self-control.	- Exclusively uses power-assertive discipline, or uses no discipline to address misbehavior or noncompliance - ECE – Uses negative correction and does not handle distractions in a developmentally appropriate way		
1 – The teacher seldom uses effective discipline when needed that promotes self-control.	- Seldom uses research-based discipline strategies* that promote long-term self-control - Attempts to use strategies, but not effectively - ECE – Seldom uses positive correction; Seldom handles distractions in a developmentally appropriate way		
3 – The teacher effectively uses discipline when needed that promotes self-control less than half of the time, or with fewer than half of the students.	- Uses a few research-based discipline strategies* that promote long-term self-control to address misbehavior or noncompliance - Avoids use of coercion, threats, isolation, and removal of student from learning activities - Keeps a positive, but firm, tone during discipline - ECE – Occasionally uses positive reinforcement**, redirects, and re-teaching; Sometimes handles distractions in a developmentally appropriate way; Adults are actively supervising some of the time and are at the learner’s level		
5 – The teacher effectively uses discipline when needed that promotes self-control more than half of the time, or with more than half of the students.	- Uses multiple research-based discipline strategies* to promote long-term self-control and obtain compliance - Keeps a positive, but firm, tone during discipline - Uses reinforcement correctly and does not mistakenly reinforce misbehavior - ECE – Often uses positive reinforcement**, redirects, and re-teaching; Mostly handles distractions in a developmentally appropriate way; Adults are actively supervising most of the time and are at the learner’s level		
7 – The teacher almost always effectively uses discipline when needed that promotes self-control with almost all of the students.	- Consistently uses multiple research-based discipline strategies* to promote long-term self-control and obtain compliance - Keeps a warm, but authoritative, tone demanding appropriate behavior - ECE – Consistently uses positive reinforcement**, redirects, and re-teaching; Always handles distractions in a developmentally appropriate way; All adults are actively supervising and are at the learner’s level; Uses universal expectations; All learners are treated fairly		
<i>* Research-based discipline strategies may include using inductive reasoning, using praise, describing how misbehavior affects others, respectful negotiation with students, and teaching correct behavior.</i>			
<i>** In ECE, positive reinforcement may include positive words, hugs, high-fives, and tokens with words.</i>			

Indicator 5.2b Student Survey Questions

- This teacher talks respectfully with students when they misbehave.
- This teacher explains why the rules are important when students break them.
- This teacher never threatens or "loses it" when students misbehave.
- Most students want to behave well for this teacher.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 5.3 – The teacher uses strategies that promote kindness and social competence among students in the classroom community.			
NOTE: Social competence refers to prosocial behavior (e.g., kindness, cooperation, encouragement) among students and refraining from antisocial behaviors (e.g., aggression, bullying).			
0 – The teacher does not apply research-based strategies to promote students' social competence and to build a classroom community.	- Does not provide opportunity for student interaction - Does not use any research-based strategies* to promote student-student relationships - Students appear disconnected to one another - Interactions between students are mostly neutral or negative - ECE – Does not provide opportunities for peer interactions; Does not foster social-emotional development		
1 – The teacher seldom applies research-based strategies to promote students' social competence and to build a classroom community.	- Uses few research-based strategies* to promote positive social interaction among students with limited success - Interactions between students are mostly neutral - ECE – Provides limited opportunities for peer interactions; A few learners are engaged with peers; Little fostering of social-emotional development		
3 – The teacher occasionally applies research-based strategies to promote students' social competence and to build a classroom community less than half of the time, or for fewer than half of the students.	- Uses a few research-based strategies* to promote social competence of students with some success - Interactions between students are neutral to positive - ECE – Occasionally provides opportunities for peer interactions; Some learners are engaged with peers; Some use of the districts’ social skills program; Occasionally teaches social skills and student responsibility with follow-up as well as emotional regulation (e.g., acknowledges emotions and coaches coping strategies)		
5 – The teacher often applies research-based strategies to promote students' positive social interaction and to build a classroom community more than half of the time, or for more than half of the students.	- Uses more than a few research-based strategies* to promote social competence of students with much success - Interactions between students are mostly positive and demonstrate kindness to one another - ECE – Often provides opportunities for a variety of peer interactions; Many learners are engaged with peers; Mostly implements the districts’ social skills program; Often teaches social and emotional regulation skills		
7 – The teacher is highly sensitive to students' social needs and frequently applies research-based strategies to promote students' positive social interaction, almost all the time, or for almost all of the students. Strong positive relationships exist among the students.	- Uses several research-based strategies* with great success and seizes every opportunity to promote social competence of students - Students almost always interact in positive ways and demonstrate kindness to one another - ECE – Continually provides opportunities for a variety of peer interactions; Almost all learners are engaged with peers; All learners are included, integrated seamlessly, and treated kindly; Fully implements the districts’ social skills program; Teaches social and emotional regulation skills; Allows time for social problem-solving		
<i>* Research-based strategies may include advocating prosocial values, praising/acknowledging kindness, providing opportunities for students to help others, making sure that everyone is included in activities, pointing out individual's strengths to the group, coaching friendship skills, valuing diverse personalities, and coaching compromise during conflicts.</i>			
RL Environments – For this indicator, it is important to note that students may be more emotional, particularly if the remote setting is necessary because of a stay-at-home order or quarantine.			
- The teacher promotes empathy for the feelings of others and leads discussions on how people may feel or process different situations. - The teacher leads discussions about the different ways people may react/respond to a stay-at-home order and why. - The teacher promotes understanding of the situations of other people (e.g., a single parent having to take their child to the grocery store even with a one-person/one-cart rule, etc.). - The teacher holds online sessions using available software (e.g., Zoom, Google Meet, Microsoft Teams, etc.) to allow students to practice friendship skills. - The teacher provides a space for students to post introductions to develop an online learning community. - The teacher provides ongoing space and structures for students to share appropriate parts of their lives with others.			

Indicator 5.3 Clarification

Indicator 5.3 addresses the teacher's ability to apply research-based strategies that **promote positive social interactions between students and develop a caring classroom community**. This indicator addresses whether the teacher promotes individual social competence of students and raises the kindness of the classroom as a whole. Also, it is about the teacher helping students be kind to each other. Thus, it is about **facilitating positive student-student relationships**.

To attain a high score on this indicator, teachers must actively use research-based strategies to facilitate positive student-student relationships. It is not sufficient that the class is merely working smoothly together.

Research suggests the following teaching strategies are effective in promoting students' prosocial behavior toward each other. Note that none of the below require long discussions, but can be simple, quick statements.

- Advocate for prosocial values ("In this classroom, we help each other ...").
- Praise kindness and point out prosocial behavior ("Thanks Tom. That was nice."). Ask students to praise or thank each other.
- Provide opportunities for students to help others.
- Make sure that everyone is included in activities ("Tom needs buddies to work with ...").
- Point out individual strengths of students ("Tom is great with details like this...").
- Coach friendship skills.
- Value diverse personalities and find something to like about all students ("We appreciate Tom's enthusiasm ...").
- Coach compromise during conflict ("What is Tom's perspective? How do you think he feels about it? What is a solution you both could live with?").
- Specify norms for how to work together.
- Ask students to respectfully respond to each other.

Non-cognitive skills, like prosocial behavior, are important for academic success. Students who are more prosocial tend to have higher grades and test scores. Students who have more classmates who are prosocial also will earn higher test scores. When schools implement interventions to increase social skills, students tend to increase in test scores (Bergin, 2014).

Indicator 5.3 is related to Indicator 5.2 (promoting rules, procedures, and routines in the classroom), Indicator 5.2b (using effective discipline within the classroom), and 5.3b (positive teacher-student relationships), because success on those three indicators may contribute to a more positive classroom climate. However, this indicator is specifically about improving the social competence of students (e.g., improving conflict resolution, kindness, helpfulness, cooperation, and encouragement among students). Also, there is another overlap with Indicator 5.2b. A particular form of discipline, known as *victim-centered discipline*, is a powerful approach to promoting more prosocial behavior in students. This type of discipline points out to a student who has misbehaved how their misbehavior affected others. It is a form of empathy training. It is even more powerful when accompanied by suggestions for reparation of the harm; however, this does not include making a student say they are sorry as that can backfire.

Bergin, C. (2014). Educating Students to be Prosocial at School. In L.M. Padilla-walker @ G. Carlo (Eds.), *Prosocial development: A multidimensional approach*. Oxford University Press, 279-301.

Indicator 5.3 Student Survey Questions

- This teacher encourages us to be kind and help each other.
- This teacher makes sure we only say positive things about each other in this class.
- This teacher points out each student's strengths to the rest of the class.
- This teacher makes sure no one is left out.
- This teacher would help students figure out how to get along if there were conflicts.
- This teacher has something positive to say about every student.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 5.3b – The teacher establishes secure teacher-student relationships.			
0 – The teacher has a neutral to negative relationship with students.		Students do not seem to enjoy the teacher's presence and the teacher does not seem to enjoy students	
1 – The teacher seldom has positive interactions, or has a positive relationship with only a few students.		- Has a few positive interactions with students - A few students appear to enjoy interacting with the teacher - Is sensitive and responsive to a few students once or twice - ECE – Has a personal relationship with a few learners	
3 – The teacher occasionally has positive interactions less than half of the time, or has a positive relationship with fewer than half of the students.		- Has some positive interactions with students - Several students appear to enjoy interacting with the teacher - Occasionally creates an inviting atmosphere by greeting students at the door, calling students by name, and acknowledging students’ perspectives - Is sensitive and responsive to some students some of the time - ECE – Has a personal relationship with some learners; Occasionally gives hugs, high-fives, and smiles; Occasionally uses a warm, calm voice and makes eye contact at the learner’s level; Learners occasionally seek comfort and guidance from the teacher; Learners occasionally freely participate with teacher versus sit and wait for permission	
5 – The teacher often has positive interactions more than half of the time, or has positive relationships with more than half of the students.		- Has many positive interactions with students - Most students appear to enjoy interacting with the teacher - Most students appear eager to participate in activities with the teacher - Is sensitive and responsive to most students most of the time - ECE – Has a personal relationship with most learners; Often gives hugs, high-fives, and smiles	
7 – The teacher almost always interacts positively with students, and conveys a strong, positive relationship with almost all students encouraging risk-taking and enjoyment of learning.		- Constantly has positive interactions with students - Almost all students appear to enjoy interacting with the teacher - Almost all students appear eager to participate in activities with the teacher - Constantly creates an inviting atmosphere for all students - Is sensitive and responsive to almost all students almost all of the time - ECE – Has a personal relationship with all learners; Creates an exceptionally warm and caring environment	
RL Environments – For this indicator, the look-fors are consistent with a traditional classroom setting. However, it is important to note that there are unique challenges because many student-student and student-adult relationships are missing from lives of individual students. This makes the teacher-student relationship even more important. - The teacher makes great effort to maintain personal contact with each student. - The teacher holds small-group and whole-group online sessions using available software (e.g., Zoom, Google Meet, Microsoft Teams, etc.) and uses email and text messages to socially engage students. - The teacher builds and maintains a relationship that goes beyond academics to demonstrate caring for the whole child.			
<i>Note: This indicator refers to positive emotions toward the teacher. Indicator 5.1 is about positive emotions toward the content or lesson activities.</i>			

Indicator 5.3b Clarification

Indicator 5.3b addresses **the quality of relationships the teacher has with students**. Ideally, teachers convey a strong, positive relationship with almost all students.

Positive teacher-student relationships predict reduced retention or special education referrals and higher GPA and test scores. Also, positive teacher-student relationships protect children from behavior problems, like aggression, bullying or being bullied, drug use, and delinquency. Students who feel cared for in class are more engaged and learn more. These effects have been found from preschool age through high school age (e.g., Bergin & Bergin, 2009; E. O'Connor & McCartney, 2007; E. O'Connor, Dearing, & Collins, 2011; Roorda, Koomen, Spilt, & Oort, 2011). The effects tend to be higher for males and for high-risk students (e.g., immigrants, students who move a lot, students with difficult home lives). The effect size is quite large and tends to be larger than which instructional approach or curriculum is used (Cornelius-White, 2007).

There are various ways that teachers can foster positive teacher-student relationships.

- Create an inviting atmosphere for all.
- Have frequent, positive interactions with students.
- Be sensitive and supportive of students.
- Be responsive to the agendas and interests of students.
- Acknowledge the perspectives of students.
- Greets students at the door.
- Have high expectations for student learning.
- Show caring about students' achievement.

Bergin, C., & Bergin, D. A. (2009). Attachment in the classroom. *Educational Psychology Review*, 21(2), 141-170. doi: 10.1007/s10648-009-9104-0

Cornelius-White, J. (2007). Learner-centered teacher-student relationships are effective: A meta-analysis. *Review of Educational Research*, 77(1), 113-143.

Dominance, prosocial orientation, and female preferences: Do nice guys really finish last? (1995). *Journal of Personality & Social Psychology*, 68(3), 427-440.

O'Connor, E., & McCartney, K. (2007). Examining teacher-child relationships and achievement as part of an ecological model of development. *American Educational Research Journal*, 44(2), 340-369.

O'Connor, E. E., Dearing, E., & Collins, B. A. (2011). Teacher-child relationship and behavior problem trajectories in elementary school. *American Educational Research Journal*, 48(1), 120-162.

Roorda, D. L., Koomen, H. M. Y., Spilt, J. L., & Oort, F. J. (2011). The influence of affective teacher-student relationships on students' school engagement and achievement. *Review of Educational Research*, 81(4), 493-529. doi: 10.3102/0034654311421793

Indicator 5.3b Student Survey Questions

- This teacher knows me and cares about me.
- Students enjoy being with this teacher.
- This teacher enjoys working with students.
- Students can talk to this teacher if they have a problem.
- This teacher is friendly.

Standard 6: Uses Effective Communication

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 6.1 – The teacher uses effective verbal and nonverbal communication.			
0 – The teacher does not use correct, effective verbal and nonverbal communication with students.		- Consistently uses incorrect grammar in classroom communication and materials - Students are confused or not clear about directions - Ineffective teacher communication interferes with student participation in activities - Teacher does not communicate with students	
1 – The teacher seldom uses correct, effective verbal and nonverbal communication in the classroom.		- Frequently uses incorrect grammar in classroom communication and materials - Gives vague written and verbal directions to students - Talks too quickly	
3 – The teacher uses correct, effective verbal and nonverbal communication less than half of the time.		- Communication is occasionally grammatically incorrect or ineffective - Gives some vague, some clear, and some precise nonverbal and verbal directions to students	
5 – The teacher uses correct, effective verbal and nonverbal communication more than half of the time.		- Communication is consistently grammatically correct - Communication is mostly effective - Checks for student understanding and adjusts communication as necessary - Verbal and nonverbal communications are mostly precise	
7 – The teacher almost always uses precise, correct, and effective verbal and nonverbal communication.		- Is exceptionally articulate - Communication is consistently clear - Models highly effective nonverbal and verbal forms of communication - Uses language with great precision	
RL Environments – For this indicator, clear and precise communications are essential for success. The teacher provides directions for each assignment to both students and their families. The teacher is direct and literal in communication as body language and facial expressions are not always available to assist students with determining meaning, emotion, etc. The teacher determines and uses the form of communication that works best for each student and their family.			

Indicator 6.1 Student Survey Questions

- This teacher gives clear, precise explanations.
- Students can almost always understand what this teacher is talking about.
- This teacher talks slowly enough for us to understand.
- This teacher gives clear instructions.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 6.2 – The teacher’s communications with students are sensitive to cultural, gender, intellectual, and physical differences.			
0 – The teacher does not communicate with sensitivity to student diversity.		• Does not communicate sensitively with students who have cultural, gender, intellectual, and physical differences	
1 – The teacher seldom communicates with sensitivity to student diversity.		• Uses few strategies* to communicate sensitively with students who have cultural, gender, intellectual, and physical differences • Frequently shows impatience when communications are difficult and fails to address difficulty with individual students • Communication during interaction may reflect negatively on differences	
3 – The teacher communicates with sensitivity to student diversity less than half of the time, or with fewer than half of the students.		• Uses some strategies* to communicate sensitively with students who have cultural, gender, intellectual, and physical differences • Rarely shows impatience when communications are difficult	
5 – The teacher communicates with sensitivity to student diversity more than half of the time, or with more than half of the students.		• Uses several strategies* to communicate sensitively with students who have cultural, gender, intellectual, and physical differences • Uses language that includes and shows respect for all students	
7 – The teacher consistently communicates with sensitivity to student diversity.		• Very effectively uses many strategies* in communications with students that show sensitivity to cultural, gender, intellectual, and physical differences • Helps students communicate respectfully for cultural, gender, intellectual, and physical differences	
<i>* Strategies include addressing the needs of students whose first language is not Standard English, using gender-neutral language, accommodating various cultural backgrounds, accommodating physical disabilities (e.g., visual, hearing, mobility), or phrasing communication in different ways so that students with different intellectual abilities may understand.</i>			

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 6.3 – The teacher supports effective student expression and communication in speaking, writing, and other media.			
0 – The teacher does not support and expand student expression in speaking, writing, or other media.		• Does not provide opportunities for students to expand their abilities to communicate	
1 – The teacher seldom supports and expands student expression in speaking, writing, or other media.		• Provides limited opportunities for students’ effective expression • Rarely scaffolds students to use age-appropriate effective communication	
3 – The teacher supports and expands student expression in speaking, writing, or other media less than half of the time, or for fewer than half of the students.		• Provides some opportunities for students' effective expression • Occasionally scaffolds students to use age-appropriate effective communication • Provides some feedback on student expression	
5 – The teacher supports and expands student expression in speaking, writing, or other media more than half of the time, or for more than half of the students.		• Provides several opportunities for students’ effective expression • Often scaffolds students to use age-appropriate effective communication • Mostly provides feedback on student expression • Often requires students to answer in full sentences	
7 – The teacher almost always supports and expands student expression in speaking, writing, or other media.		• Almost always provides opportunities for students’ effective expression • Consistently scaffolds students to use age-appropriate effective communication • Provides accurate, timely feedback on student expression • Consistently requires students to answer in full sentences • Requires students to evaluate the effectiveness of their own communication	

Indicator 6.3 Student Survey Questions

- This teacher expects us to use proper, full sentences in class discussions.
- This teacher corrects us when we do not speak or write properly.
- This teacher helps us write better.
- This teacher helps us speak better.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 6.4 – The teacher uses technology and media tools to communicate with students and parents when available and appropriate.			
0 – The teacher does not use technology and media tools to communicate effectively.	Technology and media communication tools not used		
1 – The teacher seldom uses technology and media tools to communicate effectively.	- Seldom uses and models technology and media communication tools with students or parents - Does not use technology and media tools to communicate between home and school		
3 – The teacher uses technology and media tools to communicate effectively less than half the time.	- Occasionally uses and models technology and media communication tools with students and/or parents - Uses tools in a perfunctory way		
5 – The teacher uses technology and media tools to communicate effectively more than half the time.	- Often uses and models technology and media communication tools with students and/or parents - Provides some learning activities that require students to use appropriate technology/media tools to effectively communicate with each other		
7 – The teacher almost always uses technology and media tools to communicate effectively.	- Almost always uses and models technology and media communication tools with students and parents - Provides strong learning activities that require students to use innovative technology/media tools to effectively communicate with each other		
RL Environments – For this indicator, the school district sets expectations for when, how often, and what available technology and media tools should be used for communication with students and their families. These expectations should be shared with students, families, and teachers. Keep in mind that telephone calls may be the only available mode of communication for some students and their families. It is also important to note that continual, but unsuccessful, efforts by teachers to communicate with students and their families should be recognized. The teacher uses available technology and media tools to communicate with students and their families. The teacher determines the best form of communication using available technology and media tools for each student and their family and then makes every effort to communicate with them. The teacher documents all communication with students and their families.			
NOTE: This indicator is about use of technology for communication. Indicator 4.2 is about use of technology for instruction.			

Standard 7: Uses Student Assessment Data to Analyze and Modify Instruction

Indicator 7.1 – The teacher uses effective, valid, and reliable assessments.

NOTE: This is NOT observable in a mini-observation.

Indicator 7.2 – The teacher uses assessment data to improve learning.

NOTE: This is NOT observable in a mini-observation.

Indicator 7.2 Student Survey Questions

- This teacher often tests us to see what we know or can do.
- This teacher tells us how we did on tests soon after we take them.
- After a test, this teacher re-teaches parts we need help with.
- This teacher tests us over the long run – more than once on the same content.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”
Indicator 7.3 – The teacher promotes student-led assessment strategies.		
0 – The teacher does not use any form of student self-assessment.		Does not promote student-led assessment strategies
1 – The teacher seldom involves students in self-assessment.		Uses and shares rubrics, scoring guides, or performance analysis to clearly articulate expectations to students, but does not involve students in the process
3 – The teacher involves students in self-assessment during less than half of the assessment activities, or involves fewer than half of the students.		- Minor involvement of students in establishing rubrics, scoring guides, and other forms of performance analysis - Helps students use assessment data to determine whether they are reaching their goals
5 – The teacher involves students in self-assessment during more than half of the assessment activities, or involves more than half of the students.		- Significant involvement of students in establishing rubrics, scoring guides, and other forms of performance analysis - Has some procedures for students to self-assess and monitor their own learning and progress - Students occasionally use data to monitor their own growth - Instructs and provides support and time for students to reflect on their own learning using data from various assessments - Evidence exists that the teacher has previously taught the students how to self-assess
7 – The teacher consistently involves students in self-assessment.		- Student-led assessment is fully integrated in the instruction - Consistently uses a variety of student self-assessment strategies - Students can accurately communicate their learning status based on assessment data

Indicator 7.3 Student Survey Questions

- This teacher teaches us how to judge our own progress in this class.
- This teacher expects me to keep track of how well I am learning in this class.
- This teacher asks us to think about how we are doing in the class.

SCORING RUBRIC		EXAMPLES OF EVIDENCE AND “LOOK-FORS”	
Indicator 7.4 – The teacher monitors the effect of instruction on the whole class and individual learning.			
NOTE: Must take corrective action, if needed and appropriate, to score above a 2.			
0 – The teacher does not check the effect of instruction on the whole class or individual learning.	- Does not assess whether students have achieved the lesson objective - Does not engage in on-the-spot assessment		
1 – The teacher seldom conducts formative, on-the-spot assessment of learning for the whole class or individual students and does not take needed corrective action.	- Seldom monitors learning progress - May superficially use question and answer as assessment - Minimal follow-up or checking for understanding - Monitors learning somewhat, but does not take corrective action		
3 – The teacher occasionally conducts formative, on-the-spot assessment of learning for the whole class and individual students and takes corrective action as needed, less than half of the time, or for fewer than half of the students.	- Occasionally quickly assesses understanding of some students before moving on to the next learning activity - Occasionally uses techniques to monitor learning progress (e.g., observing classroom interactions or student work, questioning, thumbs up, fist-to-five, white boarding, exit slips) - May monitor progress of the class as a whole - If needed and appropriate, some corrective action is taken		
5 – The teacher often conducts formative, on-the-spot assessment of learning for the whole class and individual students and takes corrective action as needed more than half of the time, or for more than half of the students.	- Often monitors learning progress of most students - Monitors the whole class and many individuals - May use multiple checks for understanding - Often adjusts instruction using students’ responses to questions and discussions, correcting misconceptions, or monitoring other feedback - Takes corrective action as needed and appropriate for the class as a whole and most individual students		
7 – The teacher almost always conducts formative, on-the-spot assessment of learning and takes corrective action as needed for both the whole class and almost all individual students.	- Systematically monitors learning progress - Continuously monitors progress in attaining instructional objectives for the whole class and for each student - On-the-spot assessment is seamless throughout instruction - Strong, appropriate corrective action is taken to ensure learning of almost all students		
In ECE, the same look-fors are applicable, but the method of assessment may place greater reliance on informal teacher observation, portfolios, data tracking sheets, and anecdotal notes. In addition, evaluators may want to focus on percentage of time rather than percentage of students. Teachers often cannot assess all three-year-olds at once, although some activities may provide quick checks for understanding among all learners. Assessment should be developmentally appropriate, may involve scaffolding, and be tailored to individual learner’s zone of proximal development.			
RL Environments			
- The teacher consistently gathers data from each student to determine the current level of understanding and then adjusts instruction to help each student progress towards mastery. - The teacher communicates with every student to ensure understanding of the learning target, the current level of achievement, and what is left to learn or complete in order to reach mastery. - The teacher employs strategies to monitor individual mastery in asynchronous learning. - The teacher provides detailed feedback to each student to promote growth.			

Indicator 7.4 Clarification

Indicator 7.4 addresses the teacher's ability to **monitor the effect of instruction on individual students and the whole class**. It is about formative assessment of a particular kind. Formative assessment has multiple meanings, but in NEE we use the term to refer to quick checks for understanding as the lesson is progressing. The purpose is to inform modification of teaching and learning activities in real time. It is information used to guide instruction as part of the instructional process.

There are various ways that teachers can conduct quick checks for understanding.

- Questioning (most common form)
- Solving problems on a whiteboard
- Answering spot quizzes with fist-to-five, thumbs up, or clicker techniques

To score high on Indicator 7.4, the teacher must also take appropriate corrective action when modifications to instruction need to be made. Strong, corrective action can be in the form of modifying the lesson if a high number of students are not understanding, providing scaffolding as students work through cognitive errors or incorrect answers, or asking further questions to ascertain whether students are mastering the objectives of the lesson.

Indicator 7.4 Student Survey Questions

- This teacher explains the lesson in different ways if we don't get it at first.
- This teacher knows when we understand the lesson.
- This teacher checks often to make sure we understand the lesson as we go along.
- This teacher has a way to make sure everyone is learning.

Indicator 7.5 – The teacher communicates student progress and maintains records.

NOTE: This is NOT observable in a mini-observation.

RL Environments

- The teacher communicates with all students and their families to convey the student's current standing in mastering the learning target.
- The teacher uses progress reporting and feedback tools to effectively facilitate the learning experience.
- The teacher uses district-provided or district-approved online grading tools to post student grades in a timely and prompt manner.

Indicator 7.6 – The teacher participates in the collaborative data analysis process.

NOTE: This is NOT observable in a mini-observation.

Standard 8: Develops Professional Practices

Indicator 8.1 – The teacher engages in self-assessment and improvement.

NOTE: This is NOT observable in a mini-observation.

Indicator 8.2 – The teacher seeks and creates professional learning opportunities.

NOTE: This is NOT observable in a mini-observation.

Indicator 8.3 – The teacher observes, promotes, and supports professional rights, responsibilities, and ethical practices.

NOTE: This is NOT observable in a mini-observation.

Standard 9: Participates in Professional Collaborations

Indicator 9.1 – The teacher participates in collegial activities to build relationships and encourage growth within the educational community.

NOTE: This is NOT observable in a mini-observation.

Indicator 9.2 – The teacher collaborates within historical, cultural, political, and social contexts to meet the needs of students.

NOTE: This is NOT observable in a mini-observation.

Indicator 9.3 – The teacher cooperates in partnerships to support student learning.

NOTE: This is NOT observable in a mini-observation.

In affiliation with the  University of Missouri

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NETWORK FOR EDUCATOR EFFECTIVENESS

Agreement
University of Missouri
Assessment Resource Center
and
the District

This Agreement is between The Curators of the University of Missouri, a public corporation and institution of higher education organized and existing under the laws of the State of Missouri, through and on behalf of the Assessment Resource Center ("ARC") in the College of Education (collectively "University") and

School District Name:	Shelton Public Schools
School District Address:	210 9th St., Shelton, NE 68876

("District") relating to District's subscription to the University's web-based tool called the Network for Educator Effectiveness ("NEE Tool"), and the District's use of the following elements:

- ☒ NEE Teacher, NEE Specialist, and NEE Principal Evaluation Measures
- ☒ NEE Professional Responsibilities Evaluation
- ☐ NEE POWERHUB Peer Observation Measure

The initial term ("Initial Term") of this Agreement is as indicated below.

☒ This Agreement is a single year agreement of one "Annual Period" beginning on July 1, 2026 ("Effective Date") and ending on June 30, 2027. Payment of an "Agreement Fee" of \$1,770 for the Initial Term is due before September 1, 2026 or this Agreement shall terminate automatically on September 1, 2026.

☐ This Agreement is a multi-year agreement consisting of _____ "Annual Periods" beginning on July 1, _____ ("Effective Date") and ending on June 30, _____. Payment of an "Agreement Fee" of \$ _____ for the Initial Term is due before September 1, _____ or this Agreement shall terminate automatically on September 1, _____.

The standard terms and conditions set forth in Exhibit A form part of this Agreement, and are incorporated by reference. To the extent there is a conflict between this Agreement and Exhibit A, Exhibit A controls.

Part I. As part of this Agreement, the University agrees to do the following:

1. Provide access to the web-based NEE Tool for all End Users (as defined in Exhibit A). Each End User's level of access to NEE will be based on the role identified for each End User (e.g., principal, teacher) by the District.
2. Provide annual evaluator trainings to the District.

Part II. As part of this Agreement, the District agrees to do the following:

1. In the case of an agreement with an Initial Term of one Annual Period, make timely payment of the "Agreement Fee" to the University based on the fee schedule available and published effective March 1st of the current calendar year at <https://nee-onlinemanager.missouri.edu/FeeSchedule> by the first September 1 date after the Effective Date. Published fees are based on the latest student head count for the District reported to the applicable state Department of Education as of the Effective Date. For agreements having an Initial Term consisting of multiple Annual Periods, the overall Agreement Fee will also be based on the number of Annual Periods of the Initial Term and the latest student head count for the District reported to the applicable state Department of Education as of the Effective Date. This Agreement Fee must be paid by the first September 1 date after the Effective Date. However, no portion of the Agreement Fee applicable to the Initial Term shall be refundable or reduced based upon any reduction in student head count during the Initial Term.
2. Submit electronically (import) all requested rosters that identify End Users and their NEE Role, as soon as available but not later than the first September 1 date after the Effective Date, and to maintain and update throughout the year and establish a policy to ensure secure access.
3. Ensure that each person identified by Customer as an End User has completed the trainings required by the University to become an End User.
4. As more generally set forth in Exhibit A, grant permission to the University the following rights regarding all District NEE Data (including data at the District, school, and End User level) that the District provides to NEE through the NEE Tool or other means, during the term of this Agreement and thereafter. This includes the right of the University:
 - a. To digitally store the District NEE Data on University servers;
 - i. District NEE Data entered into NEE's digital storage space is not confidential as between the District and NEE.
 - ii. The District represents and warrants that it is legally authorized to enter the District NEE Data into NEE's digital storage space. The District represents and warrants that it has gained any and all necessary releases and authorizations pertaining to District NEE Data entered into NEE's digital storage space, including but not limited to parental releases for student information and/or images.
 - iii. The District acknowledges that by entering District NEE Data into NEE's digital storage space, no confidential, fiduciary, contractually implied or other relationship is created between the District and the University.
 - b. To identify the District as a NEE Member;
 - c. To use District NEE Data for monitoring, analysis, evaluation and research;
 - i. Reports that may identify the District NEE Data will only be viewable internally by NEE staff for purposes such as quality assurance, technical support, and improvement of NEE.
 - ii. Reports, publications, or presentations that may be published or disseminated publicly will not include any identifying information of the District, school, or any individual End User.
 - iii. NEE encourages researchers to use the de-identified and/or aggregated data to improve education. No personally identifying information will be shared.
5. As more generally set forth in Exhibit A, acknowledge that the intent of the NEE Tool is

to enhance the effectiveness of educators by highlighting areas for growth and that NEE is not purporting to be the District's exclusive tool of evaluation for purposes of promotion, discipline, or termination. The District further acknowledges that any choice to incorporate the NEE Tool into its evaluation processes is at the sole discretion, responsibility, and liability of the District. The District is responsible for results obtained from the use of the NEE Tool and that the University and its service units have no liability in relation to what the District chooses to do with the District NEE Data obtained from the use of the NEE Tool; nor can the University or its units be liable for fraud or fraudulent misrepresentation knowingly or unknowingly undertaken by the District or any of its End Users.

6. Designate a District staff member as the NEE Point of Contact who will serve as the primary conduit for communication related to this Agreement, the NEE Tool, and training and support and services related to membership in NEE. When requested, the NEE Point of Contact will channel NEE communication to appropriate District staff, including communications to End Users or District Technical Support Staff.
7. Consider participation in opportunities initiated by the University, by member Districts, or others, to enhance the performance and content of NEE based on End User experiences, to share best practices for its implementation, to share learning from analysis of NEE and other data, and other forms of knowledge sharing to the NEE members.

For the District:

Superintendent of Schools

University of Missouri:

Thomas Hairston

Director, NEE

Chase Bunker

Chase Bunker, OSPA

Michele Kennett

Michele Kennett, Division of Research

EXHIBIT A: NEE TOOL SUBSCRIPTION AGREEMENT
STANDARD TERMS AND CONDITIONS

Article I. Definitions

Section 1.01 “Customer” means the legal entity identified as the District in the first paragraph of page 1 of this Agreement.

Section 1.02 “Customer Data” means all information, data, or material which is uploaded to, transferred through, posted, processed, entered, collected by, collected on behalf of, or generated using the NEE Tool by Customer. “Customer Data” includes, for example, all documents, spreadsheets, text, and reports generated by an End User using the NEE Tool.

Section 1.03 “End User” means an individual employed by Customer:

- (a) Who has been assigned a Customer Role by the Customer; or
- (b) Who has been supplied a user identification and password by Customer (or by University at Customer’s request); and

Customer is solely responsible for assigning each End User a level of access. Further, failure on the part of any individual identified by Customer as being an End User to receive the required University annual trainings will result in access privileges to the NEE Tool being denied or revoked to the individual.

Section 1.04 “Intellectual Property” means, without limitation, all patents, trademarks, trade names, copyrights, trade secrets, and confidential information, further including all ideas, inventions, original works of authorship, mask works, technical data, know how, machines, research, plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, service marks, business methods, and business information, whether or not protectable by applicable patent, copyright, trade name, trademark, trade secret or other laws.

Section 1.05 “NEE Tool” means the on-line tools available at <https://nee-onlinemanager.missouri.edu> and any associated software, including any new releases, modifications, updates, improvements or enhancements to the web site. The NEE Tool includes all computer code, graphics, user interfaces, page headers, images, footers, links, illustrations, graphics, animations, video clip, multimedia clips, text and audiovisual content used.

Section 1.06 “Third Party Content” means any information, data, or materials, including without limitation documents, spreadsheets, text, images, audiovisual media, designs, patterns, entries, web pages, reports, and similar material – regardless of whether in visual, written, audible, or electronic form, which is owned or controlled by third parties that is displayed, included, or made available using the NEE Tool. Third Party Content may be either (1) internally accessible using the NEE Tool or (2) externally accessible, for example, by providing a link to such Third Party Content.

Article II. Grant of License

Section 2.01 License to Customer and End Users.

- (a) For the fee set forth at <https://nee-onlinemanager.missouri.edu/FeeSchedule> and

otherwise subject to the terms and conditions of this Agreement, University hereby grants to Customer and its End Users a limited, non-exclusive, non-transferable, non-sublicensable license to access and use, on a software-as-a-service (SaaS) basis only, the NEE Tool for Customer's non-commercial internal purposes only during the term of this Agreement. Continuing access to the NEE Tool is contingent upon compliance with the terms and conditions of this Agreement.

- (b) End Users may download, print and store selected portions of the material on the NEE Tool under the licenses set forth in Section 2.01(a) provided such End User:
 - (i) only uses copies of the NEE Tool material (other than Customer Data provided by such End User) for End User's own personal, non-commercial, educational, training, evaluation, and professional development purposes; and
 - (ii) does not copy, reproduce or post any NEE Tool material (other than Customer Data provided by such End User) publicly, including but not limited to through dissemination on any network computer, or broadcast or redistribution of the material (other than Customer Data provided by such End User) in any media or through any channel; and
 - (iii) ensures the security and confidentiality of all account logins and passwords assigned to the End User in order to limit access to the assigned End User; and
 - (iv) does not modify or alter the NEE Tool material (other than Customer Data provided by such End User); and
 - (v) does not delete, obscure or change any copyright, trademark or other proprietary notice or disclaimers contained in the NEE Tool material (other than Customer Data provided by such End User); and
 - (vi) attributes the source of the NEE Tool material if the material states the name of the author (in the case of a copyrightable work), the performer (in the case of a performer's performance), the maker (in the case of a sound recording); and
 - (vii) complies with any purposes or conditions for which such NEE Tool material was uploaded, created, or otherwise made.

Section 2.02 License to University. Customer hereby grants to University a perpetual, irrevocable, worldwide, royalty-free, sublicensable, transferable, non-exclusive license to:

- (a) use, reproduce, display, adapt, modify, create derivative works of, translate, or use the Customer Data for purposes of quality assurance, technical support, and improvement of the NEE Tool; and
- (b) use, reproduce, display, adapt, modify, create derivative works of, translate, use, or distribute any aggregated anonymized Customer Data for reporting, research, academic, or educational purposes, provided that the same: (i) does not contain any personally identifying information; and (ii) does not identify Customer or any particular End User in anyway.

Section 2.03 Revisions. All annual fees, if applicable, set forth in the current University price schedule may be revised by University on an annual basis.

Section 2.04 Nonpayment. Any amount not received by University when due and not disputed in good faith shall be subject to a late fee of 1.5% per month, or the maximum charge permitted by law, whichever is less. If Customer's account is overdue (except with respect to charges disputed in good faith), in addition to any of its other rights or remedies, University reserves the right to suspend use and access to the NEE Tool provided to Customer and its End Users, without liability

to Customer, until such amounts are paid in full.

Section 2.05 End User Agreement. Customer understands and agrees that in order to gain access to and use the NEE Tool, all End Users must create an account with the University and comply with the terms of this Agreement.

Section 2.06 Security. Customer is responsible for ensuring that all End Users maintain security by safeguarding passwords. Further, because of the sensitive and confidential nature of the Customer Data stored by University using the NEE Tool, Customer agrees to inform its End Users that they must prevent unauthorized access to the NEE Tool, including maintaining security of passwords.

Section 2.07 Liability for End Users. Customer is responsible and liable for any and all acts and omissions of its End Users made in connection with this Agreement. Without limiting the foregoing, Customer agrees to be jointly and severally liable for any and all acts and omissions of its employees, consultants, and independent contractors made in connection with this Agreement.

Section 2.08 End User Access Not Transferable. Unless otherwise agreed in writing, an individual End User's right to use the NEE Tool is not transferable to another individual End User. It is a material breach of this Agreement for Customer (or its End Users) to allow unauthorized access to the NEE Tool.

Article III. Customer Responsibilities

Section 3.01 Representations and Warranties. Customer, on behalf of its employees, consultants, and independent contractors, represents and warrants that Customer:

- (a) has the authority and capacity to enter into this Agreement and to carry out and perform its obligations as set forth herein;
- (b) shall be solely responsible for ensuring that its access and use of the NEE Tool by its End Users does not violate any laws to which Customer is subject or violate or infringe the rights of any third party, including without limitation those involving spamming, privacy, obscenity, or defamation, copyright, trademark, patent, child protective email address registry, FERPA, and export control;
- (c) shall not remove any proprietary notices or labels of University or third parties with respect to Third Party Content;
- (d) shall be solely responsible for the fairness, adequacy, accuracy, completeness, quality, integrity, reliability, truthfulness, and legality of all Customer Data and of the means of acquisition of the Customer Data;
- (e) shall provide to University such information and data as is reasonably necessary to enable University to perform its obligations under this Agreement;
- (f) shall use commercially reasonable efforts to prevent unauthorized access to or use of the NEE Tool, and notify University promptly of any such unauthorized access or use;
- (g) shall not use the NEE Tool to store or transmit any unlawful, hateful, infringing, harmful, threatening, abusive, harassing, offensive, libelous, defamatory, slanderous, immoral, pornographic, indecent, obscene, fraudulent, discriminatory, or objectionable or unacceptable material;
- (h) shall not use the NEE Tool to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs;

- (i) shall not interfere with or disrupt the integrity or performance of the NEE Tool;
- (j) shall not attempt to gain unauthorized access to the NEE Tool or its related systems or networks, including any access to the NEE Tool code;
- (k) shall not, except as expressly permitted in this Agreement, permit any third party to access the NEE Tool by anyone beyond those authorized End Users;
- (l) shall not copy, distribute, reproduce, publish, license, create derivative works based on, transfer, rent, lease, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any or a portion of the NEE Tool;
- (m) shall not advertise or solicit funds for goods or services using the NEE Tool;
- (n) shall not, except for Customer's own internal non-commercial use, copy, frame, or mirror any part or content of the NEE Tool; and
- (o) shall not build a service or web site that competes with the NEE Tool.

Section 3.02 University Rights. Customer is solely responsible for the Customer Data as part of the NEE Tool. University has the right to monitor the Customer Data but shall have no obligation to do so. If University, in its sole discretion, deems any Customer Data to be unlawful, hateful, infringing, harmful, threatening, abusive, harassing, offensive, libelous, defamatory, slanderous, immoral, pornographic, indecent, obscene, fraudulent, discriminatory, or objectionable or unacceptable, University has the right, but not the obligation, to remove or deny access to such Customer Data. Customer agrees that University shall not be liable to Customer for any action taken by University to remove or restrict access to such Customer Data, nor for any action taken to restrict access to any Customer Data posted in violation of any law, regulation or rights of a third party. University reserves the right to take all reasonable actions to remove or restrict access to any such Customer Data, including restriction, suspension or termination of Customer's access to NEE Tool and/or deletion of the Customer Data in question.

Section 3.03 Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the NEE Tool, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance or local telephone service (collectively, "Equipment"). Customer shall be responsible for ensuring that such Equipment is compatible with the NEE Tool and complies with all configurations and specifications provided by University, which may be amended from time to time.

Article IV. Proprietary Rights and Customer Content

Section 4.01 University Ownership of IP in the NEE Tool. Customer acknowledges that University shall own all right, title, and interest to the NEE Tool and all Intellectual Property therein. Without limiting the foregoing, the software, workflow processes/protocols, indicator scoring guides, designs, know-how and other technologies provided by University as part of it allowing access to the NEE Tool are the proprietary property of University and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with University and its licensors. University reserves all rights unless expressly granted in this Agreement.

Section 4.02 Customer Data. All Customer Data is and will be, as among University, and End User, and Customer, the property of Customer or End User. The Customer Data is licensed to University in accordance with Section 2.02.

Section 4.03 Feedback. University has and will have a perpetual, irrevocable, worldwide,

royalty-free, sub-licensable, transferable, non-exclusive license to use or incorporate into the NEE Tool, without any obligation to compensate Customer in any way, any comments, suggestions, enhancement requests, recommendations or other feedback provided by Customer, its End Users, and any other Customer employees or agents relating to the NEE Tool.

Section 4.04 Disclaimer of Third Party Content. University makes no representations or warranties, and expressly disclaims all implied warranties and conditions with respect to all Third Party Content, and will not be liable to Customer or any End User for any damage, cost, loss, expense or liability suffered or incurred by Customer as a result of its use or inability to use any Third Party Content.

Section 4.05 Access to Third Party Content. The NEE Tool features and functionalities that interoperate with Third Party Content are entirely dependent upon the continuing availability of such Third Party Content and any Intellectual Property related thereto. If a third party ceases to make available any such Third Party Content on which any aspect of the NEE Tool depends, then University may alter or cease providing such features or functionality without prior notice to Customer or any End User. Similarly, University will alter or cease providing features or functionality if required to do so by applicable laws. In addition, Third Party Content that may be accessed from, displayed on, or linked to from the NEE Tool are not available in all languages or in all countries or regions. University makes no representation that the NEE Tool or such Third Party Content is appropriate or available for use in any particular location. To the extent that any End User chooses to use or access the NEE Tool and/or Third Party Content, each End User does so as his/her own initiative and shall be solely responsible for compliance with any applicable laws, including but not limited to applicable local laws. University reserves the right to change, suspend, remove, or disable access to any Third Party Content at any time without notice. In no event will University be liable for the removal of or disabling of access to any such Third Party Content. University may also impose limits on the use of or access to certain Third Party Content, in any case and without notice or liability.

Article V. Confidential Information

Section 5.01 Confidentiality

- (a) Customer understands and acknowledges that Customer Data is not confidential as between Customer and University. Customer represents and warrants that it is legally authorized to enter the Customer Data using the NEE Tool and that Customer has gained any and all necessary releases and authorizations pertaining to the Customer Data, including but not limited to parental releases for student information or images and compliance with the Family Educational Rights and Privacy Act (FERPA). Customer acknowledges that by entering data using the NEE Tool, no confidential, fiduciary, contractually implied or other relationship is created between Customer and University.
- (b) In accordance with the license granted in Section 2.02(b) for all Customer Data used for reporting, research, academic, or educational purposes, including any academic publications, University shall remove any personally identifying information in the Customer Data.
- (c) Customer understands and agrees that University may store the Customer Data indefinitely and may also disclose the same to third parties, without notice to Customer or the End User if required by law or in the good faith belief that such disclosure is reasonably necessary to (a) enforce or comply with this Agreement or

(b) respond to claims that the Customer Data violates the rights of any third party.

Section 5.02 Sunshine Law. Customer acknowledges that University is subject to the Missouri Sunshine Act, 610 RSMo. All Customer Data shall be owned by Customer and to the extent permitted by law, shall be deemed to constitute “individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment” of Customer under RSMo 610.021(13).

Article VI. Disclaimer of Warranties

Section 6.01 No Editorial Control. Customer acknowledges that University exercises no editorial control over Customer Data. The views and opinions expressed in such information do not reflect those of University. University makes no warranties or representations regarding the fairness, adequacy, accuracy, completeness, quality, integrity, reliability, truthfulness, and legality of such information.

Section 6.02 No Warranty. Notwithstanding anything else contained in this Agreement, University does not represent or warrant that:

- (a) the features or functionality contained in the NEE Tool (including the NEE Tool) will meet the requirements of Customer or any of its End Users;
- (b) any particular results can or will be achieved from the use of the NEE Tool;
- (c) any educational, training, evaluation, or professional development programs contained in the NEE Tool are suitable for any purpose;
- (d) the operation or availability of the NEE Tool will be uninterrupted or error-free; or
- (e) any requirements of any civil or governmental authority to which Customer is subject shall be met.

Section 6.03 No Warranty. THE NEE TOOL (AND ANY THIRD PARTY CONTENT) IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR WARRANTIES OF NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, UNIVERSITY MAKES NO WARRANTIES AND SHALL NOT BE LIABLE FOR THE USE OF THE NEE TOOL, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OR ERROR IN THE NEE TOOL UNDER ANY CIRCUMSTANCES.

Article VII. Limitations of Liabilities and Remedies, and Indemnities

Section 7.01 Limitation of Liabilities. IN NO EVENT SHALL UNIVERSITY ITS CURRENT OR FORMER CURATORS, AGENTS, EMPLOYEES, AND AFFILIATES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), STRICT LIABILITY, OR IN TORT (INCLUDING NEGLIGENCE OR OTHERWISE), AND INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, ATTORNEYS' AND EXPERTS' FEES, REGARDLESS OF WHETHER UNIVERSITY MAY BE ADVISED, MAY HAVE OTHER REASON TO KNOW, OR IN FACT MAY KNOW OF THE POSSIBILITY, INCLUDING BUT NOT LIMITED TO ALL CLAIMS ARISING OUT OF THIS AGREEMENT, ALL USE OF THE NEE TOOL, OR WITH RESPECT TO THE INSTALLATION, IMPLEMENTATION, CUSTOMIZATION, USE, INABILITY TO USE, OPERATION OR SUPPORT OF THE NEE TOOL. Without limiting the

foregoing, Customer acknowledges that it is solely responsible and liable for any results obtained from the use of the NEE Tool and that University has no liability in relation to what Customer chooses to do with the Customer Data obtained from the use of the NEE Tool.

Section 7.02 Remedies: Aggregate Liability. In no event will the total aggregate liability of University to Customer for any and all claims relating to this Agreement, based upon any legal theory, including but not limited to breach of warranty, breach of contract (including fundamental breach), negligence, other tort claims or strict liability exceed the last Annual Period fee paid prior to the first act or omission giving rise to the claim.

Section 7.03 Indemnity. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless University, its current or former, curators, agents, employees, and affiliates from any and all claims, actions or demands, including, without limitation, reasonable legal fees, accounting fees, and expert fees, arising out of, related to, or in conjunction with (a) the use of the NEE Tool by Customer and its End Users, directors, agents, employees and representatives, including but not limited to those based on any fraudulent, invalid, duplicate, incomplete, unauthorized, or misleading information submitted or reported, (b) any unauthorized use, access or distribution of the NEE Tool caused, in whole, or in part, by Customer or its End Users; (c) any breach of any term, condition, obligation, covenant, representation, or warranty by Customer or its End Users, (d) any violation of any law or regulation by Customer or its End Users (including but not limited to any rights of privacy), (e) the infringement, misappropriation or violation by Customer or its End Users of any patent, copyright, trademark, trade secret or other proprietary or privacy right of a third party, or (f) the exercise or any rights granted to Customer under this Agreement.

Article VIII. Term and Termination

Section 8.01 Term. The term of this Agreement is set forth in the second paragraph on page one of this Agreement.

In the case where the Initial Term is a single Annual Period, this Agreement shall automatically renew effective July 1st of each calendar year for additional successive Annual Periods unless the District provides written notice of its intent not to renew this Agreement at least 90 days prior to the end date (June 30th) of then current Annual Period.

In the case where the Initial Term consists of more than one Annual Period, this Agreement shall automatically renew for successive Annual Periods effective the first July 1st date after the Initial Term and on each July 1st date thereafter unless the District provides written notice of its intent not to renew this Agreement at least 90 days prior to the end date (June 30th) of the Initial Term or the then current Annual Period.

The Agreement Fee for each renewed Annual Period shall be the fee available and published effective March 1st of the then current calendar year at <https://nee-onlinemanager.missouri.edu/FeeSchedule> based on the latest student head count for the District reported to the applicable state Department of Education. District must pay the Agreement Fee for each renewed Annual Period before September 1 of that period.

Section 8.02 University's Right to Terminate. University may, in its sole discretion, immediately terminate this Agreement, suspend Customer's ability to access the NEE Tool (in whole or in part), or suspend the delivery of the NEE Tool (in whole or in part) if Customer or its End User commits a breach of the terms of this Agreement or any other agreement between

Customer and University, and such breach has not been rectified within twenty (20) days of receipt of notice by Customer requiring that Customer remedy such breach. In the case of an agreement with an Initial Term consisting of more than one Annual Period, University may terminate this Agreement during the Initial Term as to any upcoming Annual Periods in the event the student head for District increases by more than 25% from the reported student head count as of the Effective Date.

District's Right to Terminate. In the case where the Initial Term consists of more than one Annual Period, District may give notice during any current Annual Period of its intent to terminate this Agreement as to all subsequent Annual Periods by delivering written notice of intent to terminate to University at least 90 days prior to June 30th of the then current Annual Period. If Customer provides such timely notice, the Agreement shall terminate effective June 30th of the then current Annual Period. University will refund to District only fees applicable to Annual Periods subsequent to the end of the then current Annual Period during which timely notice of intent to terminate is received. Refund amounts for timely terminated subsequent Annual Periods will be calculated as follows: 100% of remaining of years.

Section 8.03 No Waiver. Notwithstanding termination of this Agreement for any reason, such termination will not relieve either party from any obligation or liability that has accrued under this Agreement to the date thereof, or from the performance of its obligations under this Agreement to the date thereof.

Section 8.04 Survival. All provisions of this Agreement that would reasonably be expected to survive the termination or expiration of this Agreement shall do so, including Section 2.02 (License to University), Section 3.01 (Representations and Warranties), Section 4.01 (University Ownership of the NEE Tool), Section 4.03 (Feedback), Section 4.04 (Disclaimer of Third Party Content), Section 4.05 (Access to Third Party Content), Article V (Confidential Information), Article VI (Disclaimer of Warranties), Article VII (Limitation of Liabilities, Remedies, and Indemnities), Article VIII (Term and Termination) and Article IX (Miscellaneous).

Section 8.05 Customer Data Portability Upon Termination. Upon termination of this Agreement, University will make only the raw classroom observations, student surveys, professional development plans, unit of instructions, specialist organizers, and principal evaluation measures contained in the Customer Data available to Customer for export or download solely in a Microsoft Excel (.XLS) or Common Separated Values (.CSV) file format through August 31. For clarity, the University will not provide any customizable reports, or written components of any organizer instruments after termination. After August 31, University will have no obligation to maintain or provide any Customer Data to Customer. The University, may in its discretion, extend the time period for accessing the foregoing Customer Data for an additional fee.

Article IX. Miscellaneous

Section 9.01 Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof.

Section 9.02 Polls/Feedback. University, may, from time to time (but no more than quarterly), conduct polls of End Users to ascertain and measure the use and enjoyment of the NEE Tool by End Users. Customer agrees to encourage its End Users to cooperate with University by providing the information requested by University in order for University to improve and

expand the NEE Tool.

Section 9.03 Publicity. Customer agrees that University will have the right to use the name and logos of Customer in its University's promotional materials (including, without limitation, on any web sites owned or controlled by University), and to indicate that Customer is a subscriber of the NEE Tool.

Section 9.04 Trademarks. "Network for Educator Effectiveness", "NEE", and "EDHUB" are trademarks, service marks, and/or trade names of The Curators of the University of Missouri. All other company names, brand names, trademarks and logos are the property of their respective owners. Nothing contained on the NEE Tool or this Agreement will be construed as granting any license or right to use any trademarks (whether by implication or otherwise), including "Network for Educator Effectiveness", "NEE", and "EDHUB" except with the express written permission of University or such other party that may be the owner thereof.

Section 9.05 Force Majeure. University shall not be liable for any delay or failure to perform its obligations under this Agreement resulting from any cause beyond its reasonable control, including but not limited to fires, explosions, earthquakes, floods, strikes, work stoppages or slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, delays by carriers, suppliers or materials shortages, and interruption or failure of telecommunication of digital transmission links or internet slowdowns or failures. Notwithstanding the foregoing, each party acknowledges and agrees that the foregoing does not operate so as to excuse it from prompt payment of any and all sums due by it to the other in accordance with terms and conditions of this Agreement.

Section 9.06 Sovereign Immunity. Customer agrees that nothing in this Agreement is intended or shall be construed as a waiver, either express or implied, of any of the immunities, rights, benefits, defenses or protections provided to University under governmental or sovereign immunity laws from time to time applicable to University.

Section 9.07 Notices. Any notice permitted or required under this Agreement must be in writing. Unless otherwise specified herein, any such notice will be deemed delivered: (a) on the day of delivery in person; (b) one day after deposit with an overnight courier, fully prepaid; (c) on the date sent by facsimile transmission; or (d) on the date sent by e-mail, if confirmed with a "read receipt" if made to the following:

If to University:
Associate Director
Sponsored Programs Administration
University of Missouri
601 Turner Avenue
Turner Avenue Garage, Room 200
Columbia, MO 65211

with a copy to:

Director
Technology Advancement Office
University of Missouri
440A Bond Life Sciences Center

Columbia, MO 65211

With a copy to:
Director
nee@missouri.edu
Network for Educator Effectiveness
College of Education
University of Missouri
2800 Maguire Boulevard
Columbia, MO 65201

If to Customer:

The address set forth for the District in the first paragraph of this Agreement.

Section 9.08 No Waiver. Neither party's failure to enforce strict performance of any provision of this Agreement will be construed as a waiver of any provision or right.

Section 9.09 Relationship of the Parties. This Agreement does not create a partnership, joint venture, agency, franchise, and fiduciary or employment relationship between the parties.

Section 9.10 Assignment. This Agreement is binding upon and shall inure to the benefit of University, its successors and assigns. University may assign this Agreement in connection with a merger or sale of substantially all the assets of the NEE Tool as a business-like unit within University. This Agreement shall not be transferred or assigned, in whole or in part, by Customer without the prior written consent of University, and any attempted transfer or assignment without such consent shall be void.

Section 9.11 Third Party Contractors. University will have the right to engage the services of third party contractors to perform any NEE Tool on its behalf without the prior consent of Customer.

Section 9.12 Further Assurances. University and Customer, from time to time, shall promptly and duly execute and deliver all documents and take such action as may be reasonably necessary or desirable in order to effectively carry out the intent and purposes of this Agreement, to protect the interests of the parties and to establish, protect and perfect the rights, remedies and interests granted or intended to be granted under this Agreement.

Section 9.13 No reliance. Customer hereby acknowledges and agrees that in entering into this Agreement it has not relied on any warranty, representation or undertaking except as expressly set out in this Agreement.

Section 9.14 Injunctive Relief. Customer acknowledges that University will be irreparably harmed by any breach of this Agreement by the unauthorized use of the NEE Tool and, further, that monetary damages may not be a sufficient remedy for such harm. Customer agrees that University shall be entitled, without waiving any other rights or remedies and without further demonstration of irreparable harm or the inadequacy of monetary damages, to obtain injunctive or other equitable relief in the event of any breach of this Agreement by Customer or by Customer's unauthorized use of the NEE Tool.

Section 9.15 Severability. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not

affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Section 9.16 No Offset. Customer will have no right to set-off or deduct any amount from any subscription fees owing to University under this Agreement or any training fees otherwise due to University.

Section 9.17 Certification. If this Agreement has a total potential value of \$100,000 or more, and if Customer is a company with ten (10) or more employees, then Customer certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.

Section 9.18 Entire Agreement. This Agreement, together with the other documents incorporated into this Agreement by reference, constitutes the entire agreement between the parties with regard to the matters dealt with in this Agreement, and supersedes all prior representation, negotiations, understandings and agreements, oral or written, between the parties, with respect thereto.

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NETWORK **for** EDUCATOR EFFECTIVENESS

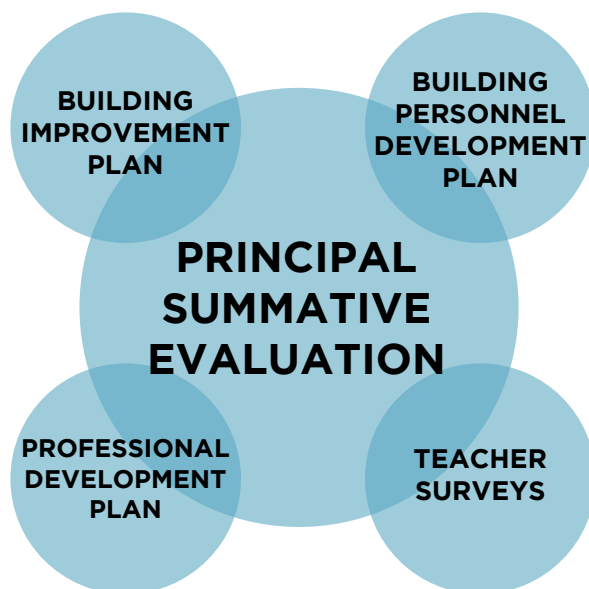
**PRINCIPAL EVALUATION
OVERVIEW & PROCEDURES**

INTERACTIVE TABLE OF CONTENTS

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OVERVIEW

The Network for Educator Effectiveness (NEE) Principal Evaluation is a set of four independent measures that help document in concrete terms the ability of a building administrator to be an effective instructional leader. The NEE Principal Evaluation is designed for use by head school principals and central office administrators who have responsibility for developing better building leaders that create environments of prolific student learning. Although principals can impact student achievement directly, they typically have a more indirect impact by influencing school practices and culture. Research has suggested that the primary way principals impact student achievement is by improving teacher effectiveness (Branch, G., Hanushek, E. A., & Rivkin, S. G. [2012]). The NEE Principal Evaluation monitors for specific research-based instructional leadership practices in the activities of building leaders, using four measures:



DESCRIPTION OF COMPONENTS

Building Improvement Plans: The active use of a vibrant school plan causes positive changes in the school environment that lead to better student performance and better workplace culture for the staff. The NEE Building Improvement Plan is part of an overarching process of checking for a sound school plan that is used effectively. Another NEE Principal Evaluation measure, the teacher survey, will provide valuable insight into the culture of the building as it relates to the school plan.

The Building Improvement Plan Organizer is provided as a resource to NEE principals. The plan template contains sections that help building leaders to organize and present their school plan in a manner that will assist both the design of the plan and the scoring/evaluation of the plan by their supervisor. The Building Improvement Plan Scoring Rubric is provided to assist supervisors in scoring the plan information. Each section of the template has a 0-4 point scoring scale.

Principal Professional Development Plan: The Principal Professional Development Plan documents the leader's rationale for selecting a focused area of development, the sequential activities of the plan, and the data-proven impact of the plan on teachers and students. The PPDP has three parts: the pre-implementation planning phase, the mid-year evidence documentation, and the end-of-year evidence documentation.

The Principal Professional Development Plan Organizer and Scoring Rubric are provided to assist principals in developing the plan and supervisors in scoring the plan. Each section of the plan has a 0-4 point scoring scale.

Teacher Surveys: The primary function of the NEE Teacher Survey is to gather anonymous teacher input on specific school leadership characteristics. The survey comprises 47 items, which teachers respond to on a Likert scale. The questions are aligned with the NEE Leader Standards and Indicators. The survey is administered through a link and a building access code. It is strongly recommended that surveys have at least 20 respondents to better safeguard anonymity and increase reliability in the results.

Building Personnel Development Plan: The research findings are clear that student performance is higher in buildings where the principal has a strong commitment to the practices of improving the instructional staff. The NEE Building Personnel Development Plan places added focus on the role of the principal in developing the cadre of teachers into a stronger instructional team. The goal of this component is for 2-3 teachers selected by the principal to become stronger members of the instructional team. This measure asks the principal to routinely (at least monthly) monitor the professional growth process of these teachers to ensure they are receiving support and making the necessary gains.

The Building Personnel Development Plan Organizer and Scoring Rubric are provided to assist principals in developing the plan and supervisors in scoring the plan. Each section of the plan has a 0-4 point scoring scale.

Principal Summative Evaluation Timeline and Procedure: The beginning of the annual administrator review cycle should begin in the late spring or early summer unless the principal is a new hire, in which case these events will occur in late July or early August. This spring launch allows principals to review data and set goals for the next school year.

It is the responsibility of the evaluator of the principal(s) to conduct a well-organized spring meeting with their principal(s) to carefully plan the activities involved in this process and set clear expectations for the principals both as a group and as individuals. The school-level NEE Indicator Trend Report and other student performance data should be used to assist in finding key areas of improvement and focus for principals in the coming school year.

Before the start of the school year, principals should complete the pre-implementation phases of the building improvement plans, professional development plan, and building personnel development plans. Supervisors should review and, if applicable, score these components. Throughout the year, principals should revisit these plans to document activities and progress. Supervisors should schedule a mid-year review in the late fall to discuss progress. The teacher survey can be offered in January. The principal's annual review conference, including the formal summative report, can then take place in late January or early February.

The summative report is not the end of a process; it's a time of reflection and redirection for the future. The data presented in the summative report should be used to identify strengths and weaknesses from which better professional growth plans may extend learning and improvement. Any deficiencies should be communicated, in writing, as part of the summative report in the NEE Data Tool and a timeline for correcting the deficiencies should be identified.

NEE LEADER STANDARDS AND INDICATORS

The NEE Principal Evaluation is based on the 2015 Professional Standards for Educational Leaders (PSEL). There are a total of five broad standards and 13 specific indicators of performance. Using data collected from the four sources of information, principals are scored on all 13 indicators each year as part of the principal summative evaluation.

Standard 1: Vision and School Improvement Planning

Indicator 1.1 – The principal develops and articulates a data-informed school vision and improvement plan.

Indicator 1.2 – The principal promotes shared leadership for effective education and school improvement.

Indicator 1.3 – The principal implements and monitors the school vision and improvement activities.

Standard 2: Instruction, Curriculum and Assessment

Indicator 2.1 – The principal promotes effective instruction.

Indicator 2.2 – The principal promotes rigorous and appropriate curriculum and assessment.

Indicator 2.3 – The principal supports comprehensive professional development of staff.

Standard 3: School Climate

Indicator 3.1 – The principal promotes a positive school climate for students.

Indicator 3.2 – The principal promotes a positive and professional culture among teachers and staff.

Indicator 3.3 – The principal promotes equity and cultural inclusiveness.

Indicator 3.4 – The principal engages families, community members, and other stakeholders.

Standard 4: School Operations

Indicator 4.1 – The principal manages operations, policies, and resources.

Standard 5: Ethics and Professionalism

Indicator 5.1 – The principal increases own leadership skills.

Indicator 5.2 – The principal behaves ethically and professionally.

EVALUATOR TRAINING

To ensure reliable and valid evaluations, only individuals who have completed training as an evaluator may use the NEE Principal Evaluation. Additionally, only authorized users may access the NEE Data Tool to ensure fairness and confidentiality. Evaluator training provided by NEE staff includes:

- An overview of the NEE Leader Standards and Indicators
- Instructions on how to apply each of the three scoring rubrics and to award points to each plan documentation
- Implementation and administration guidelines for the Teacher Survey
- Instructions on how to enter data into the online database and prepare reports

WRITTEN RESPONSE TO EVALUATION

The Network for Educator Effectiveness allows for employees to respond to the summative evaluation in two ways, as determined by the district: paper signature or electronic signature. Examples of both options are available on the following pages. A signature indicates that an employee has viewed the summative evaluation. An employee signature is required before a summative evaluation can be complete.

WRITTEN RESPONSE TO EVALUATION: PAPER OPTION

Principal Summative Report of Educator Effectiveness

Percy Principal

Positions: Principal

Buildings: NEE High School

0 years of Experience

Subject Areas:

Leader Indicator 1.1 - The principal develops and articulates a data-informed vision and improvement plan.

Building Improvement Plan

1 Building Improvement Plans with a mean of 4.0

Teacher Survey

10 Teacher Surveys with a mean of 2.2 (SD = 0.4)

Leader Indicator 1.2 - The principal promotes shared leadership for effective education and school improvement.

Building Improvement Plan

1 Building Improvement Plans with a mean of 4.0

Teacher Survey

10 Teacher Surveys with a mean of 2.3 (SD = 0.5)

Leader Indicator 1.3 - The principal implements and monitors the school vision and improvement activities.

Building Improvement Plan

1 Building Improvement Plans with a mean of 3.3

Teacher Survey

10 Teacher Surveys with a mean of 2.4 (SD = 0.5)

Leader Indicator 2.1 - The principal promotes effective instruction.

Teacher Survey

10 Teacher Surveys with a mean of 2.6 (SD = 0.5)

Leader Indicator 2.2 - The principal promotes rigorous and appropriate curriculum and assessment.

Teacher Survey

10 Teacher Surveys with a mean of 2.5 (SD = 0.5)

Leader Indicator 2.3 - The principal supports comprehensive professional development of staff.

Building Personnel Development

1 Building Personnel Developments with a mean of 3.7

Teacher Survey

10 Teacher Surveys with a mean of 2.2 (SD = 0.6)

Leader Indicator 3.1 - The principal promotes a positive school climate for students.

Teacher Survey

10 Teacher Surveys with a mean of 2.8 (SD = 0.4)

Leader Indicator 3.2 - The principal promotes a positive and professional culture among teachers and staff.

Teacher Survey

10 Teacher Surveys with a mean of 2.3 (SD = 0.7)

Leader Indicator 3.3 - The principal promotes equity and cultural inclusiveness.

Teacher Survey

10 Teacher Surveys with a mean of 2.6 (SD = 0.5)

Leader Indicator 3.4 - Engage families and other community members.

Teacher Survey

10 Teacher Surveys with a mean of 2.2 (SD = 0.5)

Leader Indicator 4.1 - The principal manages operations, policies, and resources.

Teacher Survey

10 Teacher Surveys with a mean of 2.5 (SD = 0.6)

Leader Indicator 5.1 - The principal increases own leadership skills.**Principal Professional Development Plan**

1 Principal Professional Development Plans with a mean of 3.8

Teacher Survey

10 Teacher Surveys with a mean of 1.9 (SD = 0.6)

Leader Indicator 5.2 - This principal behaves ethically and professionally.**Teacher Survey**

10 Teacher Surveys with a mean of 2.9 (SD = 0.4)

Summative**Principal Comments**

A summative meeting with my supervisor was held and I verify we reviewed the contents of this Summative Report and it has been verified by the Principal.

Supervisor Comments

Is the Principal eligible for reemployment? Yes

Percy has done an outstanding job this year. The school continue to improve.
By Superintendent, Sammy on 1/5/2018 7:46:20 PM

Signatures

Evaluator: _____ Date: _____

Principal: _____ Date: _____

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Network for Educator Effectiveness
University of Missouri

Principal Summative Report April 11, 2017 - January 5, 2018

Percy Principal

Principal |

0 years experience. NEE High School

Leader Indicator 1.1 - The principal develops and articulates a data-informed vision and improvement plan.

Building Improvement Plan

4.0
Mean



Item	Mean
Building Improvement Plan	4.0

■ Percy Principal: 1 Building Improvement Plan with a mean of 4.0

Teacher Survey

2.2
Mean



Item	Mean
Teacher Survey	2.2

■ Percy Principal: 10 Teacher Surveys with a mean of 2.2 (SD = 0.4)

Leader Indicator 1.2 - The principal promotes shared leadership for effective education and school improvement.

Building Improvement Plan

4.0
Mean



■ Percy Principal: 1 Building Improvement Plan with a mean of 4.0

Teacher Survey

2.3

Mean



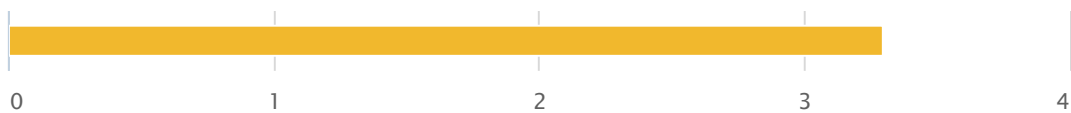
■ Percy Principal: 10 Teacher Surveys with a mean of 2.3 (SD = 0.5)

Leader Indicator 1.3 - The principal implements and monitors the school vision and improvement activities.

Building Improvement Plan

3.3

Mean



■ Percy Principal: 1 Building Improvement Plan with a mean of 3.3

Teacher Survey

2.4

Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 2.4 (SD = 0.5)

Leader Indicator 2.1 - The principal promotes effective instruction.

Teacher Survey

2.6

Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 2.6 (SD = 0.5)

Leader Indicator 2.2 - The principal promotes rigorous and appropriate curriculum and assessment.

Teacher Survey

2.5

Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 2.5 (SD = 0.5)

Leader Indicator 2.3 - The principal supports comprehensive professional development of staff.

Building Personnel Development

3.7

Mean



■ Percy Principal: 1 Building Personnel Development with a mean of 3.7

Teacher Survey

2.2
Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 2.2 (SD = 0.6)

Leader Indicator 3.1 - The principal promotes a positive school climate for students.

Teacher Survey

2.8
Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 2.8 (SD = 0.4)

Leader Indicator 3.2 - The principal promotes a positive and professional culture among teachers and staff.

Teacher Survey

2.3
Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 2.3 (SD = 0.7)

Leader Indicator 3.3 - The principal promotes equity and cultural inclusiveness.

Teacher Survey

2.6
Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 2.6 (SD = 0.5)

Leader Indicator 3.4 - Engage families and other community members.

Teacher Survey

2.2
Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 2.2 (SD = 0.5)

Leader Indicator 4.1 - The principal manages operations, policies, and resources.

Teacher Survey

2.5
Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 2.5 (SD = 0.6)

Leader Indicator 5.1 - The principal increases own leadership skills.

Principal Professional Development Plan

3.8
Mean



■ Percy Principal: 1 Principal Professional Development Plan with a mean of 3.8

Teacher Survey

1.9
Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 1.9 (SD = 0.6)

Leader Indicator 5.2 - This principal behaves ethically and professionally.

Teacher Survey

2.9
Mean



■ Percy Principal: 10 Teacher Surveys with a mean of 2.9 (SD = 0.4)

Summative

Principal Comments

A summative meeting with my supervisor was held and I verify we reviewed the contents of this

Summative Report.

Comments

Supervisor Comments

Percy has done an outstanding job this year. The school continue to improve.

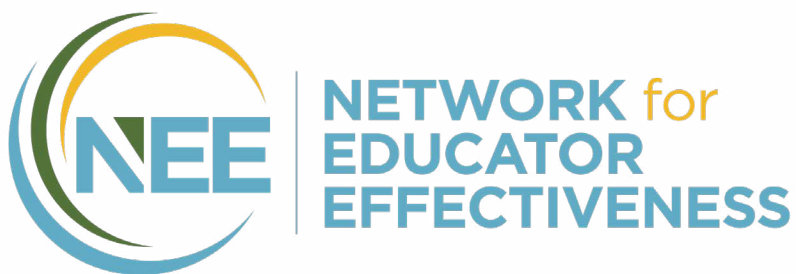
By Superintendent, Sammy on January 5, 2018

Reemployment

Is the principal eligible for reemployment? **Yes**

Signature: _____

CONTACT



In affiliation with the  University of Missouri

ADDRESS

2800 Maguire Blvd.
Columbia, MO 65211

WEB

NEEAdvantage.com

EMAIL

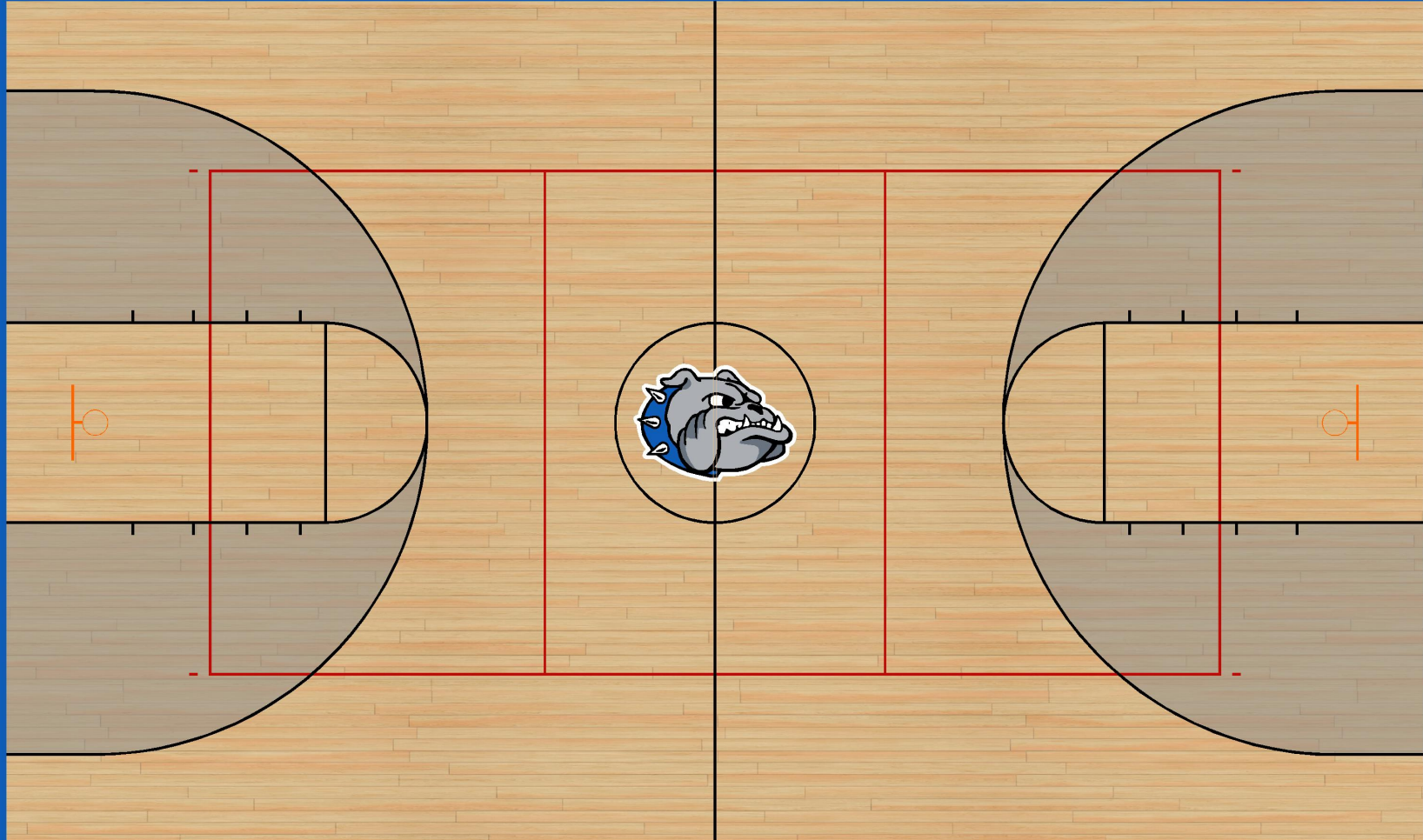
nec@missouri.edu

PHONE

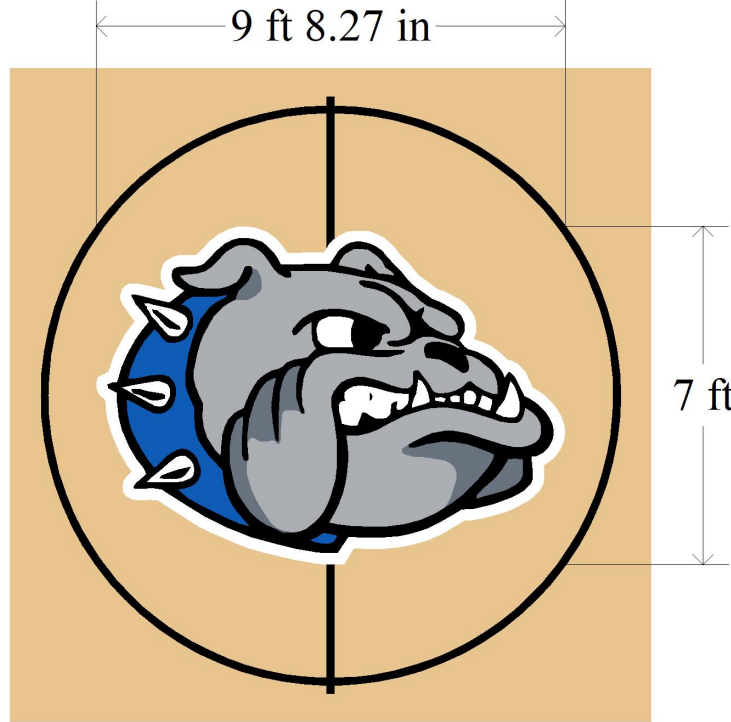
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SHELTON



SHELTON

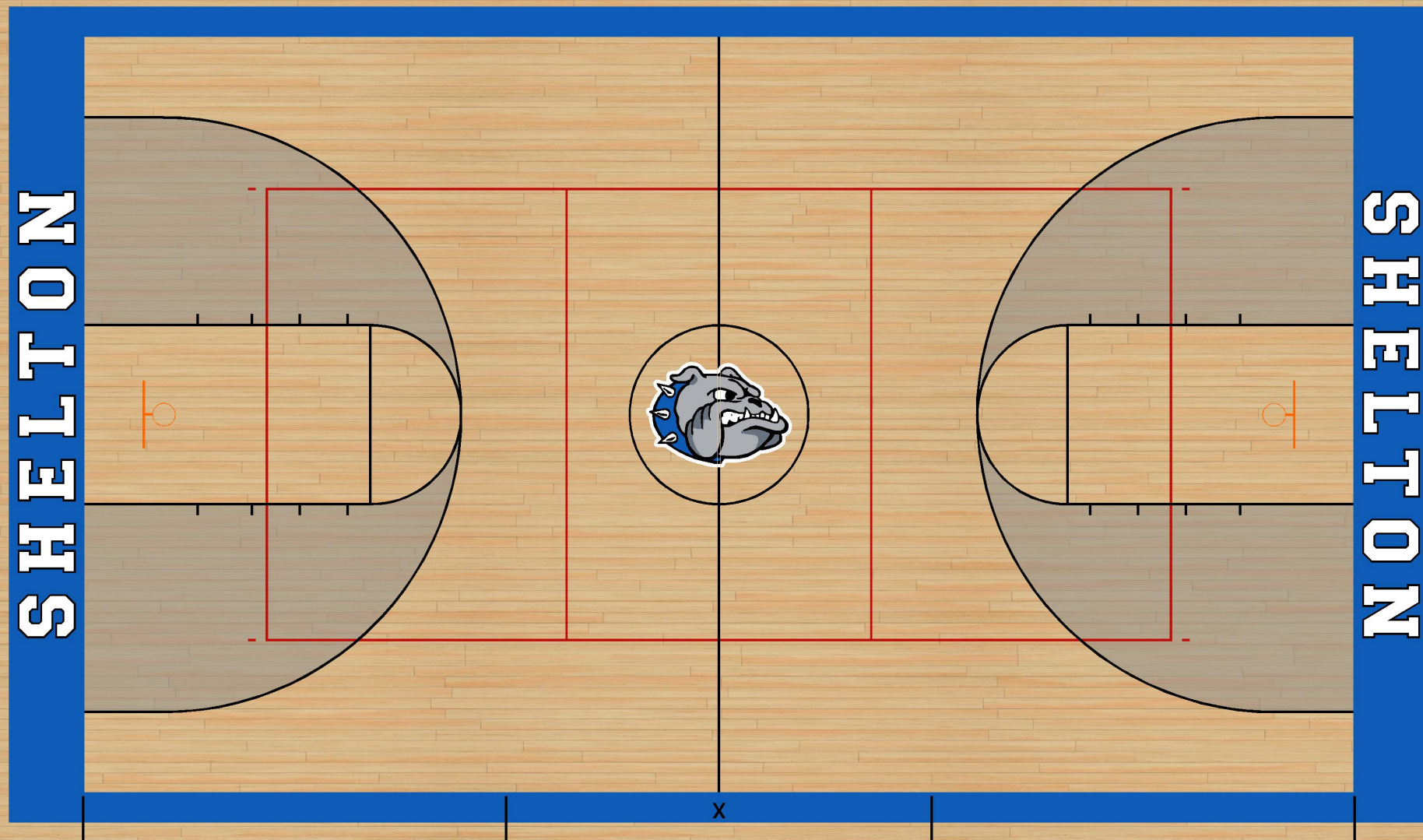


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Version 2

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Ship To
SHELTON PUBLIC SCHOOLS PO BOX 610 210 9TH STREET SHELTON NE 68876

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q046996	10/21/2025	12/20/2025	0001218	HS graphics		PK
Job ID	Customer Terms			Salesman		
	Net 30 Days			Miguel Martinez		

Product	Description	UM	Quant	Unit Price	Extension
GRAPHICS	***** * Bill Bona * ***** GYM FLOOR GRAPHICS EA 1 7764.71 7764.71 Version 1 graphics price includes: -Stain the 3 point arc -Center Logo of the Bulldog -End Lettering of Shelton 2 colors both ends -24" side border and 60" end border				
GRAPHICS	GYM FLOOR GRAPHICS EA 1 10117.65 10117.65 Graphics price HS ver. 2 includes: -Stain the 3 point arc -Center Logo of the Bulldog -End Lettering of Shelton 2 colors both ends -24" side border and 60" end border				
GRAPHICS	GYM FLOOR GRAPHICS EA 1 2352.94 2352.94 This is what the school would end up paying if you choose Shelton HS bulldogs ver 2 drawing.				

X: _____ (Accepted by)			Sub Total	\$20,235.30	T o t a l
			Freight	\$0.00	
			Misc Charges	\$0.00	
			Tax Amount	\$0.00	
					\$20,235.30

MESSAGE	TERMS
FOB Destination, Freight Collect	

Superintendent Pay Transparency Notice—Proposed Contract (Rodney Engel)

Notice is hereby given that Shelton Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on April 13, 2026 at 7:30 pm in the Conference Room in Shelton, Nebraska.

2

After the 2025/26 school year, how many years remain on the contract:
(Column F must be completed if additional years remain on contract.)

The estimated costs to the district for the 2026/27 year and future years are listed below:

	2026/27 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 140,600.00		\$ 140,600.00
Compensation for activities outside of the regular salary:			
• Extended contracts / Activities outside of regular salary (coaching)	\$ 5,096.00		\$ 5,096.00
• Bonus/Incentive/Performance Pay			\$ -
• Stipends			\$ -
• All other costs not mentioned above	\$ 5,000.00		\$ 5,000.00
Benefits and Payroll Costs Paid by district:			
• Insurances (Health, Dental, Life, Long Term Disability)	\$ 23,773.08		\$ 23,773.08
• Cafeteria Plan Stipend			\$ -
• Cash in lieu of insurance			\$ -
• Employee's share of retirement, deferred compensation, FICA and Medicare if paid by the district			\$ -
• District's share of retirement, FICA and Medicare	\$ 22,917.98		\$ 22,917.98
• IRS value of housing allowance			\$ -
• IRS value of vehicle allowance			\$ -
• Additional leave days			\$ -
• Annuities			\$ -
• Service credit purchase			\$ -
• Association / Membership dues	\$ 1,000.00		\$ 1,000.00
• Cell Phone/Internet reimbursement			\$ -
• Relocation reimbursement			\$ -
• Travel allowance/reimbursement			\$ -
• Mileage Allowance	\$ 2,500.00		\$ 2,500.00
• Educational tuition assistance			\$ -
• All other benefit costs not mentioned above			\$ -
Totals:	\$ 200,887.06	\$ -	\$ 200,887.06

**Negotiated Agreement
Shelton Public Schools District #19
Shelton Education Association
2026-2027**

1. Salary

A base salary of \$39,200 for the 2026-2027 contract year with increments for years of experience and accepted college credit beyond the BA level according to the attached salary schedule. A teacher's contract year shall be considered 185 days of service which includes 12 duty days for teacher in-service. The teacher in-service days will be allocated to allow for 5 professional learning days, 2 Parent-Teacher Conference days, 4 teacher work days, and a teacher check-out day at the end of the year.

2. Payment for Sponsorship of Extra-Curricular Activities

See the attached Extra-Curricular salary schedule

3. Steps on the salary schedule

The attached schedule will be used for the placement of teachers. The maximum advancement for years of experience for any contract year is one step. (Policy 4029)

4. Additional Compensation

To attract and retain quality teachers, the district will grant as many years of experience as the pay scale allows.

5. Health Insurance Contributions

The school district shall pay 100% of a \$1,050 deductible premium, for the plan endorsed by the Educators Health Alliance.

6. Life Insurance Contribution

The school district shall pay \$3.00 per month for each teacher for a \$20,000.00 Life Insurance Policy through a mutually agreed upon carrier.

7. Dental Insurance Contributions

The school district shall pay 100% of BC/BS dental plan PPO-80% A, B, and C with 50% D coverage.

8. Personal Leave

Teachers who have been employed by the district for 1 to 9 years of continuous service will receive 2 personal days annually and may trade in 4 sick leave days for one additional personal day giving them a maximum of 3 personal days per contract year.

Teachers who have completed their 10th consecutive year in the district will receive 3 personal days per contract year and may trade in 5 sick leave days for one additional personal day giving them a maximum of 4 personal days per contract year.

Teachers who have completed their 20th consecutive year of service in the district will receive 4 personal days per contract year and may trade in 5 sick leave days for one additional personal day giving them a maximum of 5 personal days per contract year.

Personal days that result from a staff member trading in sick days must be used during that calendar year and are not subject to reimbursement. Individuals must use annual personal days prior to trading sick leave for an additional personal day.

Part-time employees will receive a prorated amount of personal leave.

****Personal days based on years of service will be re-evaluated for the 2027-2028 master agreement to ensure this plan is sustainable and does not negatively impact instructional time.**

Personal leave will be subject to (1) the availability of substitutes and (2) adequate notice to the administration. In the instance when a personal day is requested on the day preceding or following a holiday or at the beginning or end of the school year it shall be subject to the following restrictions: The day off will be granted on a first-come, first-serve basis to the first two staff members presenting their request in writing to the superintendent. After that, no personal days will be granted on any of those particular days. Personal days will not be taken on professional development days. Requests for personal leave may be submitted once the calendar for the following year has been approved. Personal days granted before or after a holiday must be taken as a full day, regardless of the length of the instructional day missed. (ie-a half day of school missed will be taken as a full personal day, no partial personal days.)

Unused personal leave will be reimbursed at a daily rate equal to the employee's daily rate of pay. Personal leave may not be accumulated.

9. Sick Leave

Full-time employees shall receive 13 days of sick leave per year. Part-time employees will receive a prorated amount of leave. Sick leave shall mean absence due to personal illness, injury, or accident, absence due to illness of a family member residing in the same home, and also children, parents, parents-in-law, and siblings.

Unused sick leave can be accumulated to 40 days.

In order for certificated employees to utilize accumulated sick leave, all 13 of the current year's sick leave days must have been utilized and an absence took place.

After a certified staff member has used up all of their current year's sick leave days and their accumulated sick leave days, they may borrow up to 5 days from their following year's sick leave days. If the staff member should leave the district for any reason and has borrowed from the following year's sick leave days, then that employee will owe the district 1/185th of their total compensation per day for the sick leave days that were borrowed. This will either be deducted from their final check or in the case of a late resignation, will be paid to the district before they will be released from their contract.

10. Bereavement Leave

Bereavement leave can be taken from personal leave or sick leave days.

11. Professional Leave

A teacher shall receive up to two (2) days of non-accumulative professional leave per year. Professional leave is intended for meetings, workshops, conferences, and professional gatherings as detailed in Board Policy 7017. Workshops, seminars, and functions attended by the teacher at the request of the superintendent shall not be included in the above limit. Initial requests shall be made at least one week in advance of the planned leave day(s) to the principal. Head and assistant coaches will be granted two additional days of professional leave to attend NSAA-sponsored state championships in their respective sports.

12. Full "Dock Days" Leave

Staff members covered by this agreement are entitled to up to 5 “dock days” of additional leave in excess of the leave provided herein, so long as their leave is otherwise qualifying under another leave provision in this agreement and they have complied with all of the requirements of that provision for taking the leave. First-year teachers will receive an additional 10 dock days for FMLA reasons. Dock day leave will be taken at a reduction of the staff member’s total salary and benefit cost per day. This provision shall not apply, and the staff member is not allowed to take dock day leave, if the staff member is eligible for any other type of leave, including but not limited to leaves such as those provided in the agreement, the FMLA, and or Short or long-term disability.

13. 125 Plan

The school district will offer an IRS Section 125 for its employees.

14. Direct Deposit

The Board of Education will make direct deposit of checks available to all staff.

15. Praxis Exam

The district will reimburse a teacher for the fees of a passed Praxis exam that allows them to add an endorsement to their teaching certificate according to the [Areas of Specialization](#) allowed by NDE.

Agricultural Education	Earth and Space Science	Health Education	Physical Education	Special Education Generalist
Art	Economics	Health and Physical Education	Physics	SPED Deaf or Hard of Hearing
Biology	Elementary Education	History	Political Science	SPED Visual Impairment
Business, Marketing, Information, Technology (BMIT)	English Language Arts	Mathematics	Science	Vocal Music
Chemistry	Family and Consumer Science	Middle-Level Education (ELA, Math, Science, and S.S.)	Secondary English	World Languages (French, German, Latin, Spanish)
Early Childhood Inclusive	Geography	Music	Social Studies	

16. Agreement

This agreement will remain in force until superseded by a future agreement.

The Board of Education and Shelton Education Association agree that this document constitutes a complete agreement on all matters and all other proposals that have been made or considered have been withdrawn in consideration of this agreement.

Board Member

SEA Member

Board Member

SEA Member

Board Member

SEA Member

Dated this _____ day of _____ 2025.

2026-2027 Extra-Curricular Salary Schedule

Payments shall be based on a percentage of the base salary of \$39,200

Extra Curricular Salary Schedule		
Payments shall be based on a percentage of the base salary of	\$39,200.00	
Varsity Head Coaches & Activities Director	Percentage	Salary
1-2 year(s) of experience	0.11	\$4,312
3-4 years of experience	0.12	\$4,704
5-6 years of experience	0.13	\$5,096
7-9 years of experience	0.14	\$5,488
10 or more years of experience	0.15	\$5,880
Assistant Varsity Coaches		
1-2 year(s) of experience	0.08	\$3,136
3-4 years of experience	0.085	\$3,332
5-6 years of experience	0.09	\$3,528
7-9 years of experience	0.095	\$3,724
10 or more years of experience	0.1	\$3,920
Junior High Head Coaches	0.055	\$2,156
Assistant Junior High Coaches	0.04	\$1,568

The head junior high and head high school track coach shall receive 1½ times the index listed in the extracurricular pay schedule. The additional index is only applicable if there is one head coach for both boys and girls.

Coaching experience will be granted when moving from a head to an assistant with experience in that sport within the district. A staff member returning as a head or assistant coach to a sport they have previously coached for the district will receive credit for the experience at that level in the sport. The sports shall be considered as football, volleyball, basketball, track, wrestling, cross country, and golf.

Golf will follow the assistant varsity coach's schedule.

Cross-country will follow the varsity coach's schedule.

Summer Weights Coach will follow the Junior High coaching schedule.

Teachers asked to give up any portion of their scheduled instructional planning time to cover classes or supervise students will be compensated at a prorated rate equivalent to \$15.00 for a standard high school class period.

Other Activities 2026-2027

Vocal	0.04		\$1,568
Instrumental	0.045		\$1,764
Summer program	0.04		\$1,568
Drama (One Act)	0.06		\$2,352
Asst. Drama (One Act)	0.03		\$1,176
Speech	0.06		\$2,352
Asst. Speech	0.03		\$1,176
Yearbook	0.03		\$1,176
FFA	0.035		\$1,372
Cheer/Dance	0.04		\$1,568
Senior Class	0.025		\$980
Junior Class	0.035		\$1,372
Sophomore Class	0.015		\$588
Freshman Class	0.01		\$392
8th Grade Class	0.005		\$196
7th Grade Class	0.005		\$196
National Honor Society	0.015		\$588
Quiz Bowl	0.03		\$1,176
National Art Honor Society	0.015		\$588
Red Ribbon/STAND	0.015		\$588
Student Council	0.02		\$784
Spanish Club	0.015		\$588
Teammates	0.04		\$1,568

(One sports coach in addition to the summer weights coach is allowed \$15 per hour not to exceed 25 hours in the summer.)

NOTICE OF NON-DISCRIMINATION

The Shelton Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Shelton Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture, and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to all designated youth groups.

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, MO 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

APPENDIX A GRIEVANCE PROCEDURES

Definition of Grievance. A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the Board of Education.

Procedural Steps. The procedure for handling grievances is as set forth below.

Step 1 - Oral Notice to Principal. The grievant shall initiate the grievance by presenting it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

Step 2 - Written Grievance to the Principal. If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal. The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

Step 3 - Written Appeal to the Superintendent of Schools. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination. The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

Step 4 - Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

Written Presentation. All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

Grievance Meetings or Hearings. All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

Association Representation. A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

Reprisals. No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

Withdrawal of a Grievance. A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

Advanced Step Filing. A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

Time Limitations. Time limitations herein are critical. All references to days are calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step. When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

Requirement to Grieve. This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.