

Agreement between
the Holliston School Committee

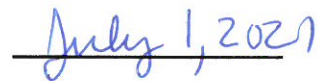
and

the Holliston Educational Administrators' Unit

July 1, 2021
to
June 30, 2024



For Holliston School Committee



Date



**For Holliston Educational
Administrators' Unit**

July 1, 2021

Date

Agreement

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this Agreement is made on this eighteen (18th) day of June, 2021, by the School Committee of the Town of Holliston and the Holliston Educational Administrators' Unit.

- 1. Recognition:** The Holliston Educational Administrators' Unit (HEAU) has been recognized by the Holliston School Committee as the exclusive agent for the development of this Agreement between HEAU and the Holliston School Committee on the questions of wages, hours and other conditions of employment. The membership of HEAU includes the following: Assistant Principal, Student Services Administrator and Athletic Director and excludes all other non-Administrator employees of the Holliston Public Schools.

Other positions may be represented by HEAU provided that their functions include supervision and evaluation of staff. The word administrator(s) as it appears in the Agreement refers to the HEAU membership.

- 2. This Agreement:** HEAU feels that the work done on the Agreement is important to the operation of the school system and should be kept in force in subsequent years; however, items in the Agreement are subject to review and evaluation during discussions leading to each new Agreement.

Discussions regarding subsequent agreements will begin prior to the expiration of this agreement, but no later than March 15, 2024.

- 3. Indemnification:** The School Committee shall provide protection to the extent permitted by Chapter 258 of the General Laws of the Commonwealth of Massachusetts.
- 4. Liability:** Coverage in the amount of \$1,000,000 / \$3,000,000 will be provided by the Town of Holliston for the administrators of the Holliston Public Schools.
- 5. Job Descriptions:** Each administrative position will have a job description. The annual term of employment (length) will be specified for all administrators in their job descriptions. There will be no changes in the job descriptions or annual term of employment of any administrator unless those proposing the change first consult him/her formally.

No changes will be made in the job descriptions or annual terms of employment of personnel subordinate to an administrator without said administrator being consulted,

- 6. Administrative Openings:** The staff of administrators is to be properly notified through the use of the school bulletins of new staff positions and administrative openings throughout the system. Such notice will be given a period of ten school days before the closing date of applications. During summer vacation periods, notices will be sent to administrators by mail. Job specifications and criteria for employment will be supplied on request, and written applications may be filed by those administrative members of the staff who wish to be considered for the open position.
- 7. Assignment in Acting Capacity:** Any administrator who serves in any capacity involving greater responsibility for a period of three (3) months shall be considered to be serving in an acting capacity and be so appointed by the Superintendent of Schools. This appointment shall be accompanied by a salary discussion with the Superintendent subject to review by the School Committee.

If appointment in an acting capacity results with a regular appointment to a HEAU position, the administrator will be placed on the appropriate step. If appointment in acting capacity results with return to former duties, salary will revert to former schedule with increments allowed as if there had been no break in regular assignment.

- 8. Conventions, Conferences, Workshops, Seminars and Professional Membership:** Recognizing importance of all phases of professional growth to the individual administrator and to the Holliston Public Schools, attendance at professional activities, as provided under existing School Committee policy is encouraged.

For these activities to be paid for by the Holliston Public Schools, the activities must be in line with the Holliston Public Schools strategic plan goals and the administrator's professional practice goals.

In the event that an administrator is offered remuneration for his/her services at a convention, conference, workshop, seminar etc., he/she may make application for vacation time, and if granted, no salary reduction will be made.

School Committee will pay up to six hundred dollars (\$600) per year towards membership in professional association(s).

9. Evaluation:

Each administrator will be evaluated annually based on the Massachusetts Model System for Educator Evaluation, Model Collective Bargaining Language, Administrator Contract Language, issued by the Massachusetts Department of Elementary and Secondary Education in June 2012, as modified by agreement between the parties and included in Appendix A.

- 10. Personnel Files:** One set of permanent personnel files is maintained at the Central Office. Administrators have the right to review and make copies of the contents of their personnel file, with the exception of pre-employment references. Administrators will be entitled to have the Chairperson of HEAU accompany him/her during such review.

Material derogatory to an administrator's conduct, service, character, or personality will not be placed in his/her personnel file unless the administrator has had an opportunity to review such material. The administrator will attest that he/she has reviewed the material by affixing his/her signature to the copy to be filed. Signing such copy in no way indicates agreement with the contents thereof. The administrator has the right to submit a written response to such material and the response shall be reviewed and initialed by the Superintendent and attached to the file copy.

- 11. Health/Dental Insurance:** Health Insurance will be available under the Town of Holliston Participatory Program as for all other town employees.

Administrators may participate in any Dental Plan that the School Committee authorizes for other school employees.

12. Payroll Deductions:

- A. Tax Sheltered Annuities:** School administrators may purchase tax-sheltered annuities, payments to be made by payroll deduction.
- B. U.S. Savings Bonds:** May be purchased through payroll deductions subject to guidelines issued by the Town Treasurer's Office.
- C. Group Income Protection Insurance:** Payroll deductions for a group income protection insurance plan shall be provided by the School Committee for all administrators.

13. Vacation / Holiday:

- A. Vacation:** Each 12-month administrator will be entitled to twenty-five (25) vacation days annually.

Vacation entitlement will be prorated for those administrators whose first contract year is for a period of less than the twelve-month fiscal year.

Administrators whose official contract year is less than 12 months shall not be entitled to vacation benefits other than school vacations and holidays.

- B. Unused vacation:** Up to a maximum of ten (10) days may be carried over to the next year. The total number of vacation days allowed in any year will be thirty-five (35).

- C. Religious Holidays:** Are allowed and will not be charged against personal or sick time.

D. Holidays:

July 4 and one additional day either before or after

Labor Day

Yom Kippur*

Rosh Hashanah*

Columbus Day

Diwali*

Veteran's Day*

Thanksgiving and the day after

Christmas and one additional day either before or after

New Year's Day and one additional day either before or after

Martin Luther King Day

President's Day

Good Friday

Patriot's Day

Memorial Day

Juneteenth*

*Depending on where they fall within the calendar

14. Leaves

- A. Sick/ Emergency Leave for Administrators:** All administrators covered by this agreement shall be allowed fifteen (15) sick/emergency days per year.

After ten (10) consecutive days absent on sick/emergency leave, the administrator may be required to obtain a medical examination or provide a note from a doctor evidencing the illness. The maximum number of days allowed to accumulate is 194.

- B. Bereavement Leave:** There may be up to five (5) consecutive work days for bereavement.

- C. Personal Leave for Administrators:** A maximum of four (4) days per year will be allowed for personal reasons. Personal leave, over and above the four days allowed, will be charged against sick time. The Superintendent of Schools or Designee must approve all personal leave.

D. Parental Leave, Non-Birth Parental Leave, Child-Rearing Leave

- 1) Upon receipt of at least two (2) weeks written notice of an administrator's anticipated date of departure and intention to return, the Superintendent shall grant a parental leave of absence for up

to eight (8) weeks in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D. FMLA leave shall run concurrent with parental leave. Except to the extent covered by sick leave as set forth below, said leave will be without pay. An administrator who is pregnant and is physically unable to work due to disability connected to pregnancy or childbirth may use accumulated sick time to cover those days she is disabled and unable to work. The administrator shall submit medical documentation to the Superintendent verifying the disability.

- 2) Non-Birth Parents. Non-birth parents shall be eligible to use up to two (2) weeks of accrued sick leave during a parental leave, provided that the two weeks' leave must be taken consecutively and it must be taken within the eight-week parental leave period. Non-birth parents shall not be eligible to access the Sick Leave Pool for the above-referenced two weeks. FMLA leave shall run concurrent with parental leave.
- 3) An administrator who has been employed for at least three (3) consecutive months as a full-time employee at the start of a parental leave may extend her/his parental leave for a period not exceeding twelve (12) months for the purpose of child rearing leave. Any child-rearing leave shall be unpaid. The administrator will provide the Superintendent with at least two (2) weeks written notice of his/her anticipated date of departure and date of return and shall be restored to his/her previous, or a similar position with the same status, pay, length of service, and seniority wherever applicable as of the date of the leave. Return to work shall occur effective either the first or the ninety-first day of schools, or on a date mutually agreed to by the Superintendent or his/her designee and the administrator. Failure to return on the date indicated shall be considered a resignation effective the expected date of return. FMLA leave shall run concurrent with child-rearing leave.
- 4) Such parental or child-rearing leave shall not affect the employee's right to receive entitled benefits for which he/she was eligible at the date of the leave; provided, however, that such parental leave shall not be included, when applicable, in the computation of such benefits.
- 5) Full-time employees who adopt a child shall be eligible to use up to two (2) weeks of accrued sick leave during a parental leave, provided that the two weeks' leave must be taken consecutively and it must be consistent with the time requirements for adoption leave under MGL c. 149, Section 105D.

E. Leave of Absence: A leave of absence without pay for a period of up to one year beginning July 1 of any year may be granted at the discretion of the School Committee. Such leave must be applied for by April 1 of the year the leave is requested. An administrator granted such a leave will be offered a contract at the expiration of the leave provided that at least 90 days before the expiration of the leave the administrator informs the Superintendent in writing that he/she will be returning at the expiration of the leave.

The superintendent may recommend to the School Committee that a leave of absence for a period of longer than one year be granted.

Upon return from said leave, the administrator shall be restored to his/her previous position with the same status, pay, length of service and seniority, wherever applicable as of the date of the leave.

A leave of absence shall not affect the administrator's right to receive entitled benefits for which he/she was eligible at the date of his/her leave; providing, however, that such leave of absence shall not be included in the computation of such benefits.

F. Sabbatical Leave: Any administrator who has served in the Holliston Public Schools for a period of at least seven years, and has been an administrator for at least two years, may, on the recommendation of the Superintendent of Schools, be granted by the School Committee professional leave of absence not exceeding one year at half pay or one-half year at full pay, for the study and/or research or travel, to

relate to the educational responsibilities of the Administrator. Application must be received at least six (6) months in advance of the proposed starting date. An administrator who returns from leave shall be placed on the step of the salary schedule he/she would have attained if he/she had remained in the school system.

An administrator shall submit a plan of study and/or research and/or travel with his/her request for the same and a final report of his/her sabbatical to the Superintendent of Schools. An Administrator receiving professional leave shall sign an agreement to return to the Holliston Public Schools for twice the length of sabbatical leave after the expiration of such leave or shall reimburse the town for salary received during leave at the rate of one-half the amount granted for each of the semesters he/she may fail to serve the Holliston Public Schools.

15. Sick/ Vacation Status/Accrual:

- A. Carry over accrued sick days:** An administrator hired from within the system will carry over any accrued sick days earned as a teacher.
- B. Sick Leave Pool:** A sick leave pool is created whereby any administrator within the system may contribute up to a total of four (4) sick days per school year. The pool is to provide a bank against which administrators may draw. In August of each year, HEAU will notify members that they are able to donate to the sick leave pool. Members of HEAU must donate to the pool prior to being eligible to draw from it. After the approval of the absence itself by the Superintendent of Schools, days may be granted upon written application to the Chairperson of HEAU and approval by HEAU in the event of an extended illness or accident which has depleted the administrator's personal sick day accumulation. Upon approval of the allotment of a number of days, the Superintendent of Schools will be notified in writing in order that said administrator will continue to receive his/her paycheck in the routine manner. Each case will be reviewed monthly by HEAU, and extensions of its use beyond the initial allotment shall be determined by the Chairperson of HEAU, the Superintendent of Schools, and the School Committee. In the event that HEAU uses all of the days available in the pool, they may make the request of the Superintendent to allow members to donate additional days from the members' accumulated sick time for the current school year.
- C. Personal Day Roll Over:** Any HEAU member with unused personal days at the end of a school year will have his/her unused personal days rolled over into his/her accrued sick leave, provided that the addition of the days to the employee's sick leave does not exceed the maximum number of accrued days allowed under the contract. Such unused personal days that roll over to his/her accrued sick leave are not eligible for donation to the Sick Leave Pool.

16. Grievances:

- A.** A grievance is an unsettled complaint by a member of HEAU, or by HEAU, acting on its own behalf, concerning:
 - 1)** An alleged violation of the HEAU - HSC Agreement.
- B. Procedures:**
 - 1)** Any unsettled complaint, hereinafter called a grievance, shall be so declared in writing, by the administrator or by HEAU, acting on its own behalf, and presented to the administrator's immediate supervisor, with copies presented to the Assistant Superintendent of Schools and Chairperson of HEAU, within fifteen (15) working days of the alleged violation. By mutual agreement, the maximum time limits set forth in each section of this procedure can be reduced to a maximum time of five (5) days at any section or at all sections except for arbitration.
 - 2)** The written declaration of the grievance shall specifically site the alleged violation.
 - 3)** Once a grievance has been filed, it may not be altered except that the grievant may delete items from it.

- C. Within ten (10) working days¹ of receipt of the grievance, the Assistant Superintendent or administrator's immediate supervisor shall meet with the administrator and/or his/her representative in an effort to resolve the grievance. Following this meeting, within ten (10) working days, the immediate supervisor and/or Assistant Superintendent shall render his/her decision, in writing, to the grievant or his/her representative.
 - D. If the administrator, his/her representative, or HEAU, is not satisfied with the decision, or if no decision is rendered within the prescribed time, the administrator and/or HEAU may appeal the grievance to the Superintendent by filing written notice thereof within five (5) working days of receipt of decision or expiration of prescribed time and provide copies of all previous decisions and charges to the Superintendent and chairperson of HEAU. Within five (5) working days of receipt of the grievance, the Superintendent shall meet with the administrator or his/her representative, in an effort to resolve the grievance. The Superintendent shall render the decision in writing and shall deliver one copy thereof to the grievant or his/her representative, and chairperson of HEAU within ten working days of such meeting.
 - E. If the administrator, his/her representative, or HEAU is not satisfied with the decision of the Superintendent, or if the Superintendent fails to render a decision within the prescribed time, the HEAU may, within fifteen (15) working days following the written decision of the Superintendent, submit the grievance to arbitration as provided in this agreement. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.
 - F. The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not mutually select an arbitrator within ten (10) working days from the date of submission of the grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitration Association. The parties shall determine by lot which party is to strike the first name and the name remaining after each has eliminated two (2) shall be the arbitrator.
 - G. The arbitrator shall be bound by the terms and conditions of the current Agreement and by the written submission of both parties to the grievance. The Arbitrator's decision shall not extend beyond said submission nor alter, amend, or modify the provisions of this Agreement. The arbitrator shall not render a decision that shall impinge on any of the reserved rights and duties of the School Committee, Superintendent and/or Principal.
 - H. Further, the arbitrator shall render his/her decision within thirty (30) calendar days from the date of the completion of the hearings, which decision shall be final and binding on both parties to this Agreement.
 - I. The cost of the services of the arbitrator shall be borne equally by the School Committee and the HEAU.
 - J. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the Holliston Public Schools for any employee involved in presenting such grievance.
- 17. Tuition Reimbursement/Doctoral Stipend:** Each administrator will be reimbursed in full (tuition, registration and laboratory fees, books) for a maximum of three (3) courses or twelve (12) credits annually.

An additional \$2,500.00 educational increment shall be granted to those administrators who hold an earned

¹ For purposes of this Agreement, a "working day" is defined as one on which both the grievant and the person with whom he/she must meet to discuss/resolve the grievance are both at work.

Doctorate.

18. Length of contract for Administrators:

Assistant Principals (all levels)	12 months
*Student Services Administrator	200 days; 205 days as of July 1, 2023
*Athletic Director	200 days

*If additional days beyond the designated 200/ 205 become necessary, the immediate supervisor will determine the need and request approval from the Superintendent or his designee. Additional days will be paid at the per diem rate. Approval must be in writing. Emergency approval may be requested from the Superintendent or his designee.

- 19. Travel Reimbursement:** Administrators traveling for official school business using their own personal vehicles shall be reimbursed for all reasonable expenses incurred, included, but not limited to mileage, parking, tolls, hotels, meals. Mileage shall be paid at the current State reimbursement rate.
- 20. Personal Property Damage:** The School Committee will reimburse an employee covered by this Agreement up to one hundred and fifty dollars (\$150) per incident for clothing, eyeglasses, or other personal effects damaged while performing assigned duties.
- 21. Augmented Tax Sheltered Annuity:** Upon completion of five (5) years of service to the Holliston Public Schools as an administrator, the district would provide a \$5,000 reward to an administrator, paid into the employee's 403B/457 (Tax sheltered annuity). This reward will take place at the end of every fifth year of service to the Holliston Public Schools as an administrator.
- 22. Cell Phone Provisions:** HEAU members who are determined by the Superintendent to require a cell phone to perform his/her duties will be eligible, at their discretion, to receive either: a district-provided cell phone at district expense; or expense reimbursement of up to \$30 per month for the months they are working.

SALARY SCHEDULE

Assistant Principal

Steps	1	2	3	4	5	6	7
2021-2022	97,719	100,651	103,670	106,884	110,198	113,504	116,908
2022-2023	99,673	102,664	105,743	109,022	112,402	115,774	119,246
2023-2024	101,666	104,717	107,858	111,202	114,650	118,089	121,631

Student Services Administrator

Steps	1	2	3	4	5	6	7
2021-2022	88,836	91,501	94,247	97,167	100,179	103,184	106,280
2022-2023	92,878	95,665	98,535	101,588	104,737	107,879	111,116
2023-2024	94,736	97,578	100,506	103,620	106,832	110,037	113,338

Athletic Director

Steps	1	2	3	4	5	6	7
2021-2022	88,836	91,501	94,247	97,167	100,179	103,184	106,280
2022-2023	90,613	93,331	96,132	99,110	102,183	105,248	108,406
2023-2024	92,425	95,198	98,055	101,092	104,227	107,353	110,574

Effective July 1, 2021 and for the 2021-22 contract year, steps 1 through 7 shall increase by two percent (2%) and any member on the salary schedule shall advance one (1) step. All members beyond the top step shall advance by two percent (2%).

Effective July 1, 2022 and for the 2022-23 contract year, steps 1 through 7 shall increase by two percent (2%) and any member on the salary schedule shall advance one (1) step. All members beyond the top step shall advance by two percent (2%). The Student Support Administrators salaries shall also increase by 5 days at their per diem rate for a total of 205 work days.

Effective July 1, 2023 and for the 2023-24 contract year, steps 1 through 7 shall increase by two percent (2%) and any member on the salary schedule shall advance one (1) step. All members beyond the top step shall advance by two percent (2%).

APPENDIX A – ADMINISTRATOR EVALUATION SYSTEM -- HEAU

1) Purpose of Educator Evaluation

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

2) Definitions

- A) **Administrator:** Inclusive term that applies to all Administrators covered by this article, unless otherwise noted. Administrators may include individuals who serve in positions involving teaching and other direct services to students.
- B) **Artifacts of Professional Practice:** Products of an Administrator's work and staff and student work samples that demonstrate the Administrator's knowledge and skills with respect to specific performance standards.
- C) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Administrative Leadership Practice (603 CMR 35.04).
- D) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre- and post-unit and course assessments, and capstone projects.
- E) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Administrator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the New Administrator and the Evaluator for one school year or less.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Administrator for Experienced Administrators who are rated proficient or exemplary.

- iii) **Directed Growth Plan** shall mean a plan developed by the Administrator and the Evaluator of one school year or less for Experienced Administrators who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Experienced Administrators who are rated unsatisfactory with goals specific to improving the Administrator's unsatisfactory performance. In those cases where an Administrator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- F) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- G) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- H) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Administrator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Administrator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Administrator's progress through formative assessments, evaluating the Administrator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Administrators Assigned to More Than One Building:** The superintendent or designee will determine who the primary evaluator is for each Administrator who is assigned to more than one building.
 - iv) **Notification:** The Administrator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Administrator.
- I) **Evaluation Cycle:** A five-component process that all Administrators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- J) **Experienced Administrator:** An administrator who has completed three school years in the same position in the district.
- K) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- L) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- M) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Administrator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative Leadership Practice, or both.

- N) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator Plan. A goal may pertain to any or all of the following: Administrator practice in relation to Performance Standards, Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Administrators, by the Evaluator, or by teams, departments, or groups of Administrators who have the same role.
- O) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- Q) **New Administrator:** An administrator who has not completed three years in the position in the district.
- R) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Administrator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. School or worksite observations conducted pursuant to this article must result in feedback to the Administrator. Normal supervisory responsibilities of evaluators will also cause them to drop in on other activities in the school or worksite at various times as deemed necessary by the evaluator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Administrator, are not observations as defined in this Article.
- S) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Administrators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- T) **Performance Rating:** Describes the Administrator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Administrator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Administrator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Administrator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Administrator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Administrator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- U) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.04.
- V) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **Rating of Administrator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Administrator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by May 2013.
- X) **Rating of Overall Administrator Performance:** The Administrator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Administrator's performance against the four Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan, as follows:
 - i) **Standard 1:** Instructional Leadership
 - ii) **Standard 2:** Management and Operations
 - iii) **Standard 3:** Family and Community Engagement
 - iv) **Standard 4:** Professional Culture
 - v) **Attainment of Professional Practice Goal(s)**
 - vi) **Attainment of Student Learning Goal(s).**

When the four Standards of Effective Administrative Leadership Practice are referenced, it is understood that they may be supplemented or substituted in part in the Educator Plan by appropriate Standards of Effective Teaching Practice for those administrators who also serve as teachers or caseload educators, at the discretion of the evaluator.
- Y) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Administrative Leadership Practice are used to rate Administrators on Performance Standards, as are Standards and Indicators of Effective Teaching Practice in cases where the Administrator teaches. These rubrics consist of:
 - i) **Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.04, and, where appropriate 35.03
 - ii) **Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.04, and where appropriate 35.03
 - iii) **Elements:** Defines the individual components under each indicator
 - iv) **Descriptors:** Describes practice at four levels of performance for each element
- Z) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Administrator's performance against Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan.
- AA) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

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

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Administrator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) The appropriate measures of the Administrator's contribution to student learning, growth, and achievement shall be set by the district. The measures set by the district should be based on the Administrator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including, but not limited to:
 - i) Unannounced observations of practice of any duration.
 - ii) Examination of Administrator work products.
 - iii) Examination of student and educator work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Administrator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plan, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – Student and staff feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each Administrator. The parties (HEAU and the Committee) shall mutually agree upon feedback instruments, which may be customized for each grade-level or administrative role, to gather this feedback. Administrators shall use the feedback results of both students and staff to inform their self-assessment and/or shape the goal-setting process. Administrators will discuss student and staff feedback results with their Evaluator as they relate to their Professional Practice and Student Learning goals. The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality. Staff feedback on individual administrators shall be provided to the Superintendent and may not be anonymous, provided however, that the identity of the staff

member(s) providing feedback may not be disclosed to the Administrator. Aggregate staff feedback will be provided by the Superintendent directly to the Administrator with the expectation that the feedback informs the Administrator's Self-Evaluation and Goal Setting process.; and

- v) Any other relevant evidence from any source that the Evaluator shares with the Administrator. Other relevant evidence could include information provided by other administrators, principals and/or the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other Administrators and evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district, through the superintendent, shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this agreement, all Administrators shall complete a professional learning activity about self-assessment and goal setting satisfactory to the superintendent. Any Administrator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal setting within three months of the date of hire. The district, through the superintendent, shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

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

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

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Administrator completing and submitting to the Primary or Supervising Evaluator a self-assessment by September 25th or within two weeks of the start of their employment at the school.
 - ii) The self-assessment includes:

- (a) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.
- (b) An assessment of practice against each of the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).
- (c) Proposed goals to pursue:
 - (1) At least one goal directly related to improving the Administrator's own professional practice.
 - (2) At least one goal directly related to improving student learning.

B) Proposing the goals

- i) Administrators must consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams, or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. Administrators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For New Administrators in their first year in a position, the Evaluator or his/her designee will meet with each Administrator by September 20th (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after September 20th) to assist the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that a New Administrator in his/her second or third years in the current position should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, they may address appropriate shared team goals.
- iv) For Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Administrators may include individual professional practice goals that address enhancing skills that enable the Administrator to share proficient practices with colleagues or develop additional leadership skills.
- v) For Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

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

- A) Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Administrators, by the Evaluator, or by teams of Administrators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Administrator has proposed in the Self-Assessment, using evidence of Administrator performance and impact on student learning, growth and achievement based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator. The process for determining the

Administrator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

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

- i) Administrators meet with the Evaluator at the end of the previous evaluation cycle or by September 25th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
- ii) For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by September 25th or within three weeks of the start of their assignment in that school.
- iii) The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

D) The Evaluator completes the Educator Plan by October 15th. The Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Administrator's signature indicates that the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – New Administrators**

- A) New Administrators in the first year in a position shall have at least four unannounced observations during the work year.
- B) In their second and third years in the position, Administrators shall have at least three unannounced observations during the work year.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Experienced Administrators**

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

11) **Observations**

The Evaluator's first observation of the Administrator should take place by November 15. Observations required by the Educator Plan should be completed by June 1st, or as required by the Plan. The Evaluator may conduct additional observations after this date.

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of a school site or work site visitation or any other means deemed useful by the Evaluator. Visitations may include, but are not limited to, staff meetings, team meetings, classroom visits with supervising evaluator, walkabouts within the school or department, or individual conferences with students or parents.
- ii) The Administrator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Administrator in person, by email, placed in the Administrator's mailbox or mailed to the Administrator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of a similar administrative activity within 30 school days.

B) Announced Observations

- i) All Experienced Administrators on Improvement Plans and other Administrators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the activity to be observed and discuss with the Administrator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Administrator, the Evaluator and Administrator shall meet for a pre-observation conference. In lieu of a meeting, the Administrator may inform the Evaluator in writing of the nature of the activity, the purpose served, the desired outcome, and any other information that will assist the Evaluator to assess performance.
 - (1) The Administrator shall provide the Evaluator a draft of the activity plan or agenda. If the actual plan or agenda is different, the Administrator will provide the Evaluator with a copy prior to the observation.
 - (2) The Administrator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Administrator as soon as reasonably practical.
 - (c) Within 5 school days of the observation, the Evaluator and Administrator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Administrator, but shall be rescheduled within 24 hours if possible.
 - (d) The Evaluator shall provide the Administrator with written feedback within 5 school days of the post-observation conference. For any standard where the Administrator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1) Describe the basis for the Evaluator's judgment.
 - (2) Describe actions the Administrator should take to improve his/her performance.
 - (3) Identify support and/or resources the Administrator may use in his/her improvement.
 - (4) State that the Administrator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Administrators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms and administrative worksites. Evaluators are expected to give targeted, constructive feedback to Administrators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Administrative Leadership Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle, when a Formative Assessment report is completed. For an Administrator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13 below.
- C) The Formative Assessment report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both.
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Administrator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may provide to the evaluator additional evidence of the Administrator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Administrator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email, or to the Administrator's school mailbox or home.
- G) The Administrator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Administrator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.

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

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

- B) The Formative Evaluation report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Administrator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Evaluation Report.
- F) The Administrator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Administrator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report which must be written and provided to the Administrator by May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards, and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Administrator receives.
- D) For an Administrator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the Administrator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Administrator shall, at a minimum, have been rated proficient on the Instructional Leadership Standard of Effective Administrative Leadership Practice.

- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Administrator, the Administrator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face to face, by email or to the Administrator's school mailbox or home no later than May 15th.
- J) The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.
- K) The Evaluator may meet with the Administrator rated proficient or exemplary to discuss the summative evaluation, if either the Administrator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Administrator and the Evaluator may develop the Self-Directed Growth Plan for the following work year during the meeting on the Summative Evaluation report.
- M) The Administrator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Administrator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Administrator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Administrator's personnel file.

15) **Educator Plans – General**

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

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

- A) The Developing Educator Plan is for all New Administrators.
- B) The Administrator shall be evaluated at least annually.

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

- A) A Two-year Self-Directed Growth Plan is for those Experienced Administrators who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for Experienced Administrators who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low.
 - i) For Administrators whose impact on student learning is low, the Evaluator and Administrator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

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

- A) A Directed Growth Plan is for those Experienced Administrators whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement, as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Administrator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Administrator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Administrator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Administrator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Administrator as unsatisfactory and will place the Administrator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Experienced Administrators whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide effective leadership for students, staff and the community and provide students with the best instruction, it may be necessary from time to time to place an Administrator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Administrator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Administrator at the end of the period determined by the Evaluator for the Plan.

- D) An Administrator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Administrator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Administrator must take to improve, and the assistance to be provided to the Administrator by the district.
- F) The Improvement Plan process shall include:
- i) Within ten school days of notification to the Administrator that the Administrator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Administrator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Administrator.
 - ii) The Administrator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Administrator consents, the Employee Organization/Association will be informed that an Administrator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Administrator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Administrator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum, a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Administrator, which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Administrator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Administrator. The Administrator's signature indicates that the Administrator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Administrator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1st . One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Administrator has improved his/her practice to the level of proficiency, the Administrator will be placed on a Self-Directed Growth Plan.

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

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

Activity:	Completed By*:
Superintendent meets with evaluators and administrators to explain evaluation process	<i>Start of school year, but no later than September 15</i>
Evaluator meets with first-year New Administrators to assist in self-assessment and goal setting process	September 20
Administrator submits self-assessment and proposed goals	September 25
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	September 25
Evaluator completes Educator Plans	October 15
Evaluator should complete first observation of each Administrator	November 15
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Administrators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Administrator	<i>February 15</i>
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>May 1*</i>
Evaluator completes Summative Evaluation Report	May15th
Evaluator meets with Administrators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Administrators whose ratings are proficient or exemplary at request of Evaluator or Administrator	June 10
Administrator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt	June 15

* If the deadline falls on a non-school day, the deadline becomes the next school day.

A) **Experienced Administrators on Two Year Plans**

Activity:	Completed By*:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 15 of Year 1
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Administrator signs Summative Evaluation Report	June 15 of Year 2

* If the deadline falls on a non-school day, the deadline becomes the next school day

B) **Educator Administrators on Plans of Less than One Year**

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

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A supervisor considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The supervisor's decision is subject to review and approval by the superintendent.
- B) Experienced Administrators whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with additional leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating Administrator impact on student learning growth based on state and district-determined measures of student learning by May 15, 2013. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student Feedback in Administrator Evaluation

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

24. Using Staff Feedback in Administrator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties shall agree on a process for identifying the Educator Plan that each Administrator will be placed on during the Administrator's first year being evaluated under the new procedures, providing that Administrators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Administrators who are licensed as administrators may serve as primary evaluators of Administrators.

- B) Evaluators shall not make negative comments about the Administrator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit a supervisor's ability to investigate a complaint, or secure assistance to support an Administrator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.04), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Administrator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Administrator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Administrator request such a meeting, the Evaluator's supervisor must meet with the Administrator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Administrator, then no financial remedy or reinstatement shall issue if there was substantial compliance.