

Buker Elementary School Multi-Purpose Room Thursday, September 5, 2013

7:00 PM

1. Call to Order

7:00

- 2. Pledge of Allegiance
- 3. Citizens' Concerns 7:05
- 4. Superintendent's Report 7:15

A. Professional Teacher Status & 25 Year Recognitions

5. Chair's Report

7:30

6. Consent Agenda

7:45

A. Minutes of July 11, 2013 (Exhibit A)

- 7. Committee Reports 8:00
- 8. New Business

8:15

- A. Recommendation for the HWCAM Board of Directors
- B. Ed Topic: Progress Report on Teacher Evaluation System (Exhibit(s) F & G)
- C. Discussion of process for MSBA and Buker sprinkler system projects
- D. Discussion School Liaison Assignments
- E. Discussion School Calendar
- F. 1st Reading of the following Policies:
 - 1. Policy Dissemination (Exhibit B)
 - 2. Policy Revision and Review (Exhibit C)
 - 3. Conflicts (Exhibit D)
- G. Discussion on amending Section 1(B) of the HWRSD Regional Agreement to reduce the number of school committee members. (Exhibit E)
- 9. Vote to Adjourn

9:30

Into Executive Session for the purpose of discussing Nurses Contract Negotiations and Teaching Assistants" and Cafeteria Workers' Hourly Rates and not to return to open session.

Hamilton-Wenham Regional School District Committee

July 11, 2013

Minutes

CALL TO ORDER AND PLEDGE OF ALLEGIANCE:

Bill Wilson opened the meeting at 7:08 p.m. in the administrative

conference room in the Center Building.

PRESENT: Jeanise Bertrand, Bill Dery, Deb Evans, Barbara Lawrence, Sheila

MacDonald, Melissa Even Moore, Bill Wilson (vice-chair)

ALSO PRESENT: Dr. Michael Harvey, Superintendent; Dr. Celeste Bowler, Assistant

Superintendent for Learning

ABSENT: Sean Condon, Roger Kuebel

CITIZENS' CONCERNS: None

SUPERINTENDENT'S REPORT: Dr. Harvey announced he would offer the new position of human

resources director to a fully-vetted candidate on the day after this meeting. He said interviews with applicants for the position of Assistant Superintendent for Finance and Administration would begin the following week; the Committee hires for that position so at least one finalist is to meet with some or all members of the committee in a later stage of that search process. He mentioned that "early bird registration" takes place soon for the November Massachusetts Association of School Committees conference; members who have

attended spoke highly of it and encouraged new Committee members to

attend.

CHAIR'S REPORT: None

CONSENT AGENDA: Minutes of June 6, 2013

Minutes of June 20, 2013

SHEILA MACDONALD MADE A MOTION THAT THE HW REGIONAL SCHOOL COMMITTEE APPROVE ALL OF THE REMAINING ITEMS ON THE CONSENT AGENDA. THERE CAN BE NO FURTHER DISCUSSION OR AMENDMENT OF THIS MOTION. MELISSA EVEN MOORE SECONDED THE

MOTION. THE MOTION PASSED 7-0-0-0.

COMMITTEE REPORTS:

Negotiation

D. Evans reported the district's nurses have asked that the Committee consider five issues, and extend the existing (expired) contract with a memorandum about those issues; she said the nurses are interested in joining the teachers' bargaining group beyond that time. The next meeting of this working group is scheduled for Aug. 1.

Building

B. Dery reported that three-quarters of the work at Cutler School is complete, going smoothly and within budget. Repairs to the Winthrop School roof started on the day of this meeting and rot is worse than prior evaluation had indicated, so extra expense is likely; he said the rot did not put occupants of the building at risk of injury. Painting continues there. The air handler at Buker School is to be replaced by the end of August. A meeting was to take place the day after this meeting re the proposal (already approved by the Hamilton Planning Board and Zoning Board of Appeals) to add 25 parking spaces at Winthrop School and widen the exit driveway so buses could park to the side; if it is approved the two Towns' departments of public works would start site preparation work immediately. A fire suppression (sprinkler) system will not be installed at Buker School this summer as planned because due to an error for which B. Dery accepted responsibility, the project budget was unrealistically low; bids came in at four times the project budget. The Committee discussed requesting funding for the additional expense from the Towns so work could proceed in 2014.

NEW BUSINESS:

Vote to appropriate funds for Feasibility Study for Buker and Winthrop MSBA Projects Dr. Harvey asked the Committee to authorize the district to borrow up to \$100,000 to pay for feasibility studies and design work on projects to replace the boiler at Buker School, and the boiler and the glass curtains at Winthrop School, per the process of evaluation by the Massachusetts School Building Association under its Accelerated Repair Program. Following these studies and design work the MSBA would decide whether to reimburse the district for approximately 40 percent of project costs. Dr. Harvey said the studies and work would likely cost less than \$100,000, and the district would borrow only the sum needed to pay the actual expenses. Committee members discussed the pros and cons of borrowing for this purpose versus spending funds already in district accounts. Dr. Harvey noted the Towns have 60 days to vote this down if they so wish, so no funds could be borrowed until that time elapses; however, he reported both town administrators said they have no intention of challenging it. He noted also that although the MSBA states it will reimburse about 40 percent of a district's costs, its procedures add expense, so the net reimbursement to the district might be closer to 15 percent.

DEB EVANS MADE A MOTION THAT THE HW REGIONAL SCHOOL DISTRICT HEREBY APPROPRIATE THE AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000) FOR THE PURPOSE OF PAYING COSTS OF (i) CONDUCTING A FEASIBILITY STUDY AND SCHEMATIC DESIGNS FOR A BOILER REPLACEMENT AT THE BESSIE BUKER ELEMENTARY SCHOOL, 1 SCHOOL ST., WENHAM, MA, AT A TOTAL ESTIMATED COST OF FIFTY THOUSAND DOLLARS (\$50,000), AND (ii) FOR THE PURPOSE OF PAYING COSTS OF CONDUCTING A FEASIBILITY STUDY AND

DEVELOPING SCHEMATIC DESIGNS FOR A BOILER REPLACEMENT AND WINDOW REPLACEMENT AT THE WINTHROP ELEMENTARY SCHOOL, 325 BAY RD., SOUTH HAMILTON, MA, AT A TOTAL ESTIMATED COST OF FIFTY THOUSAND DOLLARS (\$50,000), INCLUDING THE PAYMENT OF ALL COSTS INCIDENTAL AND RELATED THERETO (COLLECTIVELY, "THE STUDIES") SAID AMOUNT TO BE EXPENDED UNDER THE DIRECTION OF THE HAMILTON-WENHAM REGIONAL SCHOOL COMMITTEE FACILITIES SUB-COMMITTEE. TO MEET THIS APPROPRIATION THE DISTRICT IS AUTHORIZED TO BORROW SAID AMOUNT UNDER AND PURSUANT TO M.G.L. CHAPTER 71, SECTION 16(d), AND THE DISTRICT AGREEMENT, AS AMENDED, OR PURSUANT TO ANY OTHER ENABLING AUTHORITY. THE DISTRICT ACKNOWLEDGES THAT THE MASSACHUSETTS SCHOOL **BUILDING AUTHORITY'S ("MSBA'S") GRANT PROGRAM IS** A NON-ENTITLEMENT, DISCRETIONARY PROGRAM BASED ON NEED, AS DETERMINED BY THE MSBA, AND ANY COSTS THE DISTRICT INCURS IN EXCESS OF ANY GRANT APPROVED BY AND RECEIVED FROM THE MSBA SHALL BE THE SOLE RESPONSIBILITY OF THE DISTRICT; PROVIDED FURTHER. THAT THE AMOUNT OF BORROWING AUTHORIZED PURSUANT TO THIS VOTE SHALL BE REDUCED BY ANY GRANT AMOUNT SET FORTH IN THE FEASIBILITY STUDY AGREEMENT THAT MAY BE EXECUTED BETWEEN THE DISTRICT AND THE MSBA RELATING TO THE STUDIES.

FURTHER VOTED, THAT WITHIN SEVEN (7) DAYS FROM THE DATE ON WHICH THIS VOTE IS ADOPTED THE SECRETARY BE AND HEREBY IS INSTRUCTED TO NOTIFY THE BOARD OF SELECTMEN OF EACH OF THE MEMBER TOWNS OF THIS DISTRICT AS TO THE AMOUNT AND GENERAL PURPOSES OF THE DEBT HEREIN AUTHORIZED, AS REQUIRED BY THE DISTRICT AGREEMENT AND BY CHAPTER 71, SECTION 16(d), OF THE GENERAL LAWS.

BILL DERY SECONDED THE MOTION. THE MOTION PASSED 7-0-0-0.

(An MSBA document (Bulletin 11–03) outlining requirements for motions like the one above, which was used in preparation of the motion above, is appended.)

Superintendent's Evaluation

B. Wilson related how members' individual evaluations of the superintendent were completed, collected, and aggregated. He said he delivered the individual and aggregated evaluation to Dr. Harvey on the

day of this meeting and spoke briefly about it with him at that time. B. Wilson summarized aloud at this meeting the aggregate ratings of the superintendent per the required state evaluation forms, and read aloud the summary statements on those completed forms (which are appended to these minutes). The Committee agreed Dr. Harvey met his 2012–2013 goals in all areas, and gave him a proficient rating (third in a four-category rating system) in all but one category, and in that category, fiscal systems, they unanimously rated his performance as exemplary (the fourth/top category). Members spoke appreciatively of Dr. Harvey and applauded him. He said he would base his 2013–14 goals on the comments on the evaluation, which highlight the Committee's desire that once a new business administrator joins the staff, the superintendent turn his focus to instructional leadership.

School Committee Manual and Stipends For School Committee Members

B. Dery suggested the Committee collaboratively construct a manual for new Committee members; the Committee agreed to begin by submitting ideas for topics it should address. J. Bertrand is to coordinate this process.

B. Dery also proposed instituting a stipend for Committee members; he provided contextual information about other districts' practices and that of the member Towns' municipal governments, and outlined the required approval process involving both member Towns and the state Department of Elementary and Secondary Education. Members offered positive and negative opinions. B. Lawrence suggested that instead, the Committee create a fund for reimbursement of the personal expenses Committee members incur (e.g. for caregivers for young children, or infirm older family members) to attend the many Committee and subcommittee meetings that membership entails. B. Dery suggested the Committee return to these issues at a future meeting, and vote.

Revised Strategic Blueprint Document

Dr. Harvey said he presented his document stating the district's mission, vision and core beliefs; the corresponding five-year "strategic blueprint" for the district; and the district improvement plan for 2013–14 to the faculty, school advisory councils, parent groups, and the public, and they all indicated they are satisfied with them.

D. Evans objected to the absence of any reference to excellence, and she advocated inclusion of "excellence" in the mission statement. The Committee discussed what benchmarks and metrics could measure excellence. The Committee agreed to amend the district motto to "Knowledge, Responsibility, Respect, Excellence" and endorsed Dr. Bowler's suggestion that it be abbreviated with the catchphrase "K2RE."

August Meeting Date

The Committee scheduled a meeting for Thursday, Aug. 22.

OLD BUSINESS:

None.

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ADJOURNMENT:

BILL DERY MADE A MOTION THAT THE HW REGIONAL SCHOOL COMMITTEE VOTE TO ADJOURN. SHEILA MACDONALD SECONDED THE MOTION. THE MOTION PASSED 7–0–0–0.

The meeting adjourned at 9:10 p.m.

DOCUMENTS AND EXHIBITS USED AT THIS MEETING:

Bulletin 11-03: MSBA Feasibility Study Vote Bulletin for
Regional School Districts and their Member Communities (5 pages)
End-of-Cycle Summative Evaluation Report: Superintendent (and
subsequent pages of DESE evaluation forms, completed by B.
Wilson to aggregate individual members' evaluation forms) (7 pages)
HWRSD Mission, Vision and Core Beliefs (3 pages)
HWRSD Theory of Action Strategic Blueprint, 2013–2018 (2 pages)
HWRSD District Improvement Plan 2013–2014 (10 pages)

Respectfully submitted,
Ann Sierks Smith, School Committee recording secretary

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HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT WENHAM, MASSACHUSETTS

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HW Policy #: G

POLICY DISSEMINATION

The Superintendent will (establish and maintain a plan for) omit? Preserve and make accessible the policies adopted by the School Committee and the regulations needed to put them into effect.

The Policy Manual will be accessible to all employees of the District, to members of the School Committee, and insofar as conveniently possible, to all persons in the community.

The School Committee Policy Manual is a public record and will be available for inspection at the Superintendent's office, principal's office at each school, and on the Hamilton-Wenham Regional School District's website.

Originally Adopted:
Policy Review:
Approved:
Vote:
Chairperson, HWRSD School Committee:
(Original Signature on file in the Superintendent's Office

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT WENHAM, MASSACHUSETTS

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HW Policy #: G

POLICY REVISION AND REVIEW

The Superintendent is responsible for informing the School Committee about all policies that are out of date or for other reasons need may need revision

Originally Adopted:

Policy Review: September 5, 2013

Approved:

Vote:

Chairperson, HWRSD School Committee:

(Original Signature on file in the Superintendent's Office

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT WENHAM, MA

EXHIBIT D

Conflicts between District Policy and Collective Bargaining Agreements or State and Federal Laws

In the event of a conflict between a policy herein and any collective bargaining agreement, the collective bargaining agreement shall have precedence. In the event of a conflict with state or federal law, state of federal law shall have precedence.

Vote: 8-0-1-0

Chairperson, HWRSD School Committee: Roger Kuebel

EXHIBIT E

Adopted by the Hamilton-Wenham Regional School District Committee 4/27/00

(Adopted by Town of Hamilton 5/1500) (Adopted by Town of Wenham 5/6/00)

AMENDMENT

TO AGREEMENT BETWEEN

THE TOWNS OF

HAMILTON AND WENHAM

WITH RESPECT TO THE

ESTABLISHMENT OF A REGIONAL SCHOOL DISTRICT

RESTATING THE PROVISIONS OF SAID AGREEMENT

AMENDMENT TO AGREEMENT BETWEEN THE TOWNS OF HAMILTON AND WENHAM WITH RESPECT TO THE ESTABLISHMENT OF A REGIONAL SCHOOL DISTRICT RESTATING THE PROVISIONS OF SAID AGREEMENT.

The Agreement entered into pursuant to Chapter 71 of the Massachusetts General Laws, as amended, between the Towns of Hamilton and Wenham (together with any other towns added under Section VII hereof), hereinafter sometimes referred to as the Member Towns, is hereby amended in its entirety to read as follows:

In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I: THE REGIONAL SCHOOL COMMITTEE

(A) NAME

The District shall be called the Hamilton-Wenham Regional School District, hereinafter referred to as the District.

(B) <u>COMPOSITION</u>

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee; hereinafter referred to as the Committee. The Committee shall consist of nine (9) members. All members of the Committee shall serve until their respective successors are elected and qualified.

(C) ELECTION OF MEMBERS

Members of the Committee shall be elected by all the voters of the District at an annual district election. The term of office of each member elected at the annual district election shall be three (3) years. Except

hereinafter provided in Subsection I (F), the annual district election shall be held on a day in May as selected by vote of the Committee adopted at least 90 days prior to the day so selected, which day shall not be the same as the day on which the annual town election is to be held in any member town.

(D) NOMINATIONS

Candidates for election to membership on the Committee shall be nominated by filing with the secretary of the District nomination papers which have been signed by at lest forty registered voters of one or more of the member town. Such papers shall be filed not less than forty-five nor more than ninety days before the annual district election or, if the annual district election be held in more than one session, before the first session thereof. The District secretary shall annually post in at least one public place in each member town and publish in a newspaper of general circulation in the District a notice stating the dates between which nomination papers may be filed and the number of vacancies to be filled, said posting and publishing to be at least one week prior to the first date on which nomination papers may be filed. Forthwith upon receipt of nomination papers, the District secretary shall verify that such papers have been signed by the required number of registered voters using the voting lists furnished to said secretary by the registrars of voters of each member town. If the District secretary shall determine that such papers have been signed by the required number of registered voters, the candidate shall then be deemed duly nominated. In lieu of filing nominations papers, an elected member of the Committee may, within the period prescribed above, file with the secretary a written declaration of intent to be a candidate for reselection and shall thereupon be deemed duly nominated.

(E) CALLING AND CONDUCT OF DISTRICT ELECTION

Annual district elections held under this section shall be called by a warrant which shall be addressed to the registered voters of the member towns and signed by a majority of the members of the Committee and which shall set forth the date or dates of the election, the polling place or places in

each town, the hours at which the polls will be opened and closed in each town, and the number of members who are to be elected. Notice of the election shall be given by posting a copy of the warrant attested by the secretary of the Committee in at least on public place in each member town and by publishing a copy thereof at least once in a newspaper of general circulation in the District at least seven (7) days before the election or, if said election be held in more than one session, before the first session thereof. A certificate of the secretary shall be conclusive evidence of the posting and publication of the warrant. If the election is held on a single day as provided in Subsection I (C), the number and location of the polling place or places in each town shall be determined by the Committee after consultation with the Selectmen thereof, and the hours during which all the polls in the District are open shall be uniform throughout the District and shall be not less than eight nor more than thirteen consecutive hours. The Committee shall be responsible for preparing the ballots used at the election and said ballots shall not state the address or town or residence of any candidate. After the votes cast in a member town have been counted, the town clerk of such town shall certify the results of the election to the Committee which shall tabulate such results at a meeting of the Committee; and the chairman of the Committee shall thereupon announce the names of the persons elected to membership on the Committee. Thereafter the certifications of the town clerks and the tabulations of the Committee shall be kept by the secretary with the records of the District. Promptly after their election, members of the Committee shall be sworn to the faithful discharge of their duties by the District secretary or by the town clerk of the town in which they reside, and in each case a record of such oath shall be made and kept by the secretary or delivered to the secretary by the town clerk. Except as provided in this Agreement, the annual district election shall be conducted in each town in the same manner as town meetings for the election of town officers. The expenses of that part of an election under this section which is conducted in a member town shall be borne by such town.

(F) <u>DISTRICT ELECTIONS COINCIDING WITH TOWN ELECTIONS</u>

Notwithstanding the provisions of Subsection I (C) and I (E), in any year in which the annual town election of any member town is to be held on a day which is not more than twenty-one days following the day on which the annual town election is to be held in the other member town, the annual district election shall be held in two sessions on those two days and said sessions collectively shall be deemed to constitute the annual district election. In the event the annual district election is to be held in two sessions as aforesaid, the day, location and number of polling places and the hours during which the polls shall be open at the session held in each member town shall be the same as for the annual town election in such town, but the names of the candidates for election to the Committee shall be contained on a separate ballot. Neither the address nor the town of residence of any candidate for election to the Committee shall be stated on said ballots. Upon the completion of the voting at the first session, the ballots cast for election to the Committee shall not be counted, but shall forthwith be packaged and sealed, impounded, and held in a safe place in the custody of the town clerk where they shall not be inspected or made available for inspection by anyone until the polls have closed at the second session. Upon completion of the voting at the second session, the ballots cast at each session of the annual district election shall be counted and the results certified to the Committee by the town clerks as provided in Subsection I (E).

(G) ORGANIZATION

At the first regular meeting of the Committee following the annual district election in each year, commencing in the year in which the members have been first elected as provided in Subsection I (C), the Committee shall organize and choose by ballot a chairman and a vice-chairman from its own membership. At the same meeting or at any other meeting, the Committee shall appoint a treasurer and a secretary who may be the same person but who shall be a member of the Committee, choose such other officers as it deems advisable and determine the terms of office for its officers (except the chairman and vice chairman who shall be elected as provided above).

(H) VACANCIES

If a vacancy occurs on the Committee, such vacancy shall be filled by appointment by the Board of Selectmen of the town from whose membership the vacancy occurred, and the remaining members of the Committee, acting jointly. The person so appointed shall be a resident of the town from which the vacancy occurred and shall serve only until the next annual district election, at which election a successor shall be elected to serve the balance of the unexpired term if any.

(I) <u>OUORUM</u>

A majority of the Committee shall constitute a quorum, but a lesser number may adjourn any meeting from time to time.

(J) POWERS AND DUTIES

The Committee shall have all the powers and duties conferred and imposed upon regional district school committees by law and by this Agreement and any amendment or additions thereto or as may be conferred and imposed upon it by any applicable general or special law.

SECTION II: TYPE OF REGIONAL SCHOOL DISTRICT

The regional school district shall consist of all grades, Kindergarten through Twelve. The Committee may establish and maintain vocational education courses, acting as trustees therefore, in accordance with the provisions of Chapter 74 of the General Laws and any amendments or additions thereto.

SECTION III: LOCATION AND LEASING OF SCHOOL FACILITIES

(A) <u>LOCATION</u>

Any new facility constructed for the purpose of accommodating pupils primarily from a particular member town shall be located in such town. Any new school facility constructed for the purpose of accommodating pupils in one or more grades from both member towns shall be located within the geographical limits of the District. The District shall at all times maintain at least one school facility in each member town.

(B) **LEASING**

The Town of Wenham is hereby authorized to lease to the Regional School District all the premises and buildings presently known as the

Center Junior High School Bessie Buker School

The Town of Hamilton is hereby authorized to lease to the Regional School District all the premises and buildings presently known as the

Winthrop School
Cutler School

Each of the leases authorized above shall be for a term of twenty (20) years and the term shall commence on the date when the Committee assumes jurisdiction of the pupils in the grades served by said schools. Each of the leases shall contain a provision for the extension of the term thereof for an additional term not in excess of twenty (20) years, renewable at any time during the term, at the option of the Committee. Each such lease shall automatically terminate, and the use of the building so leased shall revert back to the town from which it was leased in the event that the Committee decides that such building is no longer needed for the educational program of the District. Each of the leases shall contain provisions authorizing the

District to insure, repair, improve, alter or remodel any of the leased buildings. No rental shall be charged to the District by any of the member towns. Each lease involving a member town shall be on such other terms as may be determined by the Selectmen thereof and the Committee, who shall execute the lease for the member town and the District, respectively.

The unpaid balance on the outstanding bonds (school bonds authorized for the purpose of constructing or improving the above-mentioned facilities) at the time of leasing of said buildings and facilities shall remain the obligation of the member towns.

SECTION IV: APPORTIONMENT AND PAYMENT OF COSTS

(A) <u>DEFINITION OF COSTS</u>

For the purpose of apportioning assessments levied by the District against the member towns, cost shall be divided into three categories; capital costs, special operating costs and operating costs.

(1) Capital Costs

Capital costs shall include any item of expense in the nature of capital outlay the cost of which in any one fiscal year exceeds \$25,000, such as the cost of acquiring by purchase, lease or otherwise land, buildings or equipment, the cost of construction, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewage treatment and disposal

facilities, and any premises related to the foregoing, in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes or other obligations issued by the District to finance capital costs.

(2) Special Operating Costs

Special operating costs shall include the net cost of evening, graduate and extension courses or any other types of courses, including vocational education programs, which are offered by the District to persons other than pupils attending a regular district, comprehensive school program in any of the grades K-12, inclusive.

(3) Operating Costs

Operating costs shall consist of all costs of the District other tan capital costs and special operating costs.

(B) APPORTIONMENT OF CAPITAL COSTS

All capital costs apportioned for the fiscal years commencing on and after July 1, 1983 shall be apportioned among the member towns on the basis of each town's pupil enrollment on October 1 of the three preceding fiscal years. Each member town's share for each such fiscal year shall be determined by computing to the nearest one hundredth of one percent the ratio which that town's aggregate pupil enrollment in the regional district schools on October 1 of the three fiscal years next preceding the commencement of the fiscal year for which the apportionment is determined bears to the aggregated total pupil enrollment from all the member towns on the same three dates.

The provisions of the foregoing paragraph shall apply to the apportionment of capital costs consisting of payments of principal and interest on bonds, notes or other evidences of indebtedness authorized by vote of the Committee before January 1, 1995. All other capital costs shall be apportioned annually to the member towns, one-half on the basis of each

town's pupil enrollments on October 1 of the three preceding fiscal years and one-half on the basis of the total of each town's assessed valuations for the three fiscal years preceding the fiscal year for which the apportionment is determined. Each member town's share for each fiscal year shall be determined by computing to the nearest one-hundredth of one percent the sum of (1) one-half of the ratio which that town's aggregate pupil enrollment in the regional district schools on October 1 of the three fiscal years next preceding the beginning of the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all of the member towns on the same three dates and (2) one-half of the ratio, which the total of the assessed valuations used for the purpose of computing that town's tax rates for the three fiscal years preceding the fiscal year for which the apportionment is determined bears to the aggregate total of the three assessed valuations so determined for all the member towns.

For the apportionment of Capital Costs authorized by vote of the Committee after January 1, 2000, all such Capital Costs shall be allocated on the same basis as Operating Costs.

Provided, however, that the Committee shall consider the circumstances at the time of any proposed debt and may initiate, for acceptance by the member towns as provided in Section VI, an amendment to this Agreement calling for some other apportionment formula for the specific capital cost.

(C) <u>APPORTIONMENT OF SPECIAL OPERATING COSTS</u>

Special operating costs shall be apportioned to the member towns on the basis of the ratio which the enrollment of pupil hours of residents of each member town in courses described in paragraph 2 of Subsection IV(A) for the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from residents of all member towns on such dates. Enrollment in such courses shall be determined on the basis of those pupils enrolled in each of the said courses as of the first Tuesday after the first Monday of the week that said courses commence.

(D) APPORTIONMENT OF OPERATING COSTS & CAPITALS

Operating Costs apportioned to each of the Member Towns for fiscal years commencing on and after July 1, 2000 shall be determined as follows:

- (1) The District shall determine its net allocation of Operating Costs, which shall be the District's total operating budget, net of any estimated state assistance for Operating Costs of the District and any other funds applied thereto. Operating Costs shall then be allocated to each of the Member Towns on the basis of each such Member Town's average enrollment in the District determined as of October 1 of each of the last three years immediately preceding the fiscal year for which such allocation is to be determined.
- (2) The District shall determine the allocation of Capital Costs with respect to indebtedness issued by the District after January 1, 1985 and prior to the July 1, 2000 of this amendment, as if such allocation had been made on the same basis as Operating Costs as set forth in paragraph one of this section (net of any estimated state assistance for Capital Costs). If the resulting calculation results in an allocation of these Capital Costs that differs from the calculation of the actual allocation of these Capital Costs otherwise called for by the terms of the Agreement in effect at the time that the indebtedness was issued, then the difference between the two calculations shall be added or subtracted, as appropriate, to each Member Town's allocated share of Operating Costs.

(E) TIMES OR PAYMENT OF APPORTIONED COSTS

(1) Capital Costs

At least fifteen (15) days before the date on which any indebtedness (consisting of interest or principal and interest on bonds or notes) incurred by the District to finance capital costs is payable, each member town shall pay to the District its respective share of the amount which is so payable by the District on said date. All other capital costs not consisting of payments on account of indebtedness as aforesaid shall be paid in the same manner as operating costs.

(2) Special Operating Costs and Operating Costs

Each member town shall pay to the District in each fiscal year its proportionate share, determined as provided in Subsections IV(C) and IV (D), of the special operating costs and operating costs. The annual share of each member town shall be paid in twelve (12) equal installments at such time that each installment except the first shall be paid on or before the first day of each month of the fiscal year, and the first such installment shall be paid on or before the fifteenth day of the first month of the fiscal year.

SECTION V: TRANSPORTATION

School transportation shall be provided by the Regional School District and the cost thereof shall be apportioned to the member towns as an operating expense.

SECTION VI: AMENDMENTS

This Agreement may be amended from time to time in the manner hereinafter provided, but no amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the rights of the District to procure the means for payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member town (which shall be acted upon as provided in Section VIII), may be initiated by a majority vote of all the members of the Committee or by a petition signed by ten percent (10%) of the registered voters of any one of the member towns. In the latter case, said petition shall contain at tend end thereof a certification by the Town Clerk of such member town as to the number of registered voters in said town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said town and said petition shall be presented to the secretary of the Committee. In either case, the secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each of the member towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). Selectmen of each member town shall include in the warrant for the next annual or special town meeting called for this purpose, an article stating the proposed amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all the member towns, acceptance by each town to be by a majority vote at a town meeting as aforesaid.

SECTION VII: ADMISSION OF ADDITIONAL TOWNS

By an amendment of this Agreement adopted under and in accordance with Section VI above, any other town or towns may be admitted to the District upon adoption as therein provided of such amendment and upon acceptance by the town or towns seeking admission of the Agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION VIII: WITHDRAWAL

The withdrawal of a member town from the District may be effected by an amendment to this Agreement in the manner hereinafter provided by this Section. Any member town seeking to withdraw shall, by vote at an annual or special town meeting, request the Committee to draw up an amendment to this Agreement setting forth the terms by which such town may withdraw from the District, provided (1) that the town seeking to withdraw shall remain liable for any unpaid operating costs which have been certified by the District treasurer to the treasurer of the withdrawing town, including the full amount so certified for the year in which such withdrawal takes effect, and (2) that the said town shall remain liable to the District for its share of the indebtedness, other than temporary debt in anticipation of revenue, of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District, except that such liability shall be reduced by any amount which such town has paid over at the time of withdrawal and which has been applied to the payment of such indebtedness, and (3) that lease or leases on any schools leased to the District by the withdrawing town shall be terminated and the amendment providing for withdrawal of such town shall provide for any adjustments in the apportionment of payment of capital costs or payments to be made to the District on account of improvements made by it to the leased premises. The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the Agreement (enclosed a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the Agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitation contained in the first paragraph of Section VI. The secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen of each member town that the Committee has drawn up an amendment to the Agreement providing for the withdrawal of a member town (enclosing a copy of such amendment). The Selectmen of each member town shall include in the warrant for the next annual or special town meeting called for this purpose, an article stating the proposed amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns, acceptance by each town to be by a majority

vote at a town meeting as aforesaid. The withdrawing town's annual share of any future installment of principal and interest on bonds or notes outstanding on the effective date of its withdrawal shall be fixed at the percentage prevailing for such town at the last annual apportionment made net prior to the effective date of the withdrawal. The remainder of any such installment after subtracting the shares of any town or towns which have withdrawn shall be apportioned to the remaining member towns in the manner provided in Subsection IV (B), or as may be otherwise provided in the amendment providing for such withdrawal.

Upon the effective date of withdrawal, the terms of office of all members serving on the Committee who reside in the withdrawing town shall terminate.

Money received by the District from the withdrawing town for payment of funded indebtedness or interest thereon shall be used only for such propose and until so used shall be deposited in trust in the name of the District in the manner provided by law for the deposit of funds of regional school district.

SECTION IX: AUTHORIZATION OF DEBT

The incurring of indebtedness by the District, other than temporary debt in anticipation of revenue, shall be authorized pursuant to the provisions of Chapter 71, Section 16(d), of the General Laws and this Section IX, and no such debt shall be incurred unless written notice of the amount of the debt and the general purposes for which it was authorized shall be given to the board of selectmen of each member town, nor until the expiration of sixty days from the date on which the Committee votes to authorize said debt. If, during said sixty-day period, any member town holds a town meeting for the purpose of expressing approval or disapproval of the proposed indebtedness and less than two-thirds (2/3) of the voters present and voting at said meeting vote to approve the amount of the indebtedness authorized by the Committee, such debt shall not be incurred.

SECTION X: BUDGET

Not less than thirty days prior to the date on which the Committee adopts its final budget for the ensuing fiscal year, the Committee shall annually prepare a tentative operating and maintenance budget including therein provision for any installment of principal or interest to become due in such year on any bonds, notes or other evidence of indebtedness of the District. The said budget shall be in reasonable detail, including the amounts payable under the classification of expenses as recommended by the Massachusetts Department of Education. Copies of such tentative budget shall be mailed to the chairman of the finance or advisory committee and the chairman of the board of selectmen of each member town. Additional copies of such tentative budget shall be made available at the office of the Superintendent of Schools of the District for examination by the public during normal business hours.

Not later than fifteen days following the date on which copies of the tentative operating and maintenance budget are mailed to the chairman of the finance and advisory committee and the chairman of the board of selectmen of each member town as aforesaid, the Committee shall hold a public hearing with in the District, after posting in at least two public places in each member town, at least seven (7) days in advance of the hearing, a notice stating the time, place and purpose of the hearing and giving such further notice as may be required by law. At such hearing, the Committee shall adopt an annual operating and maintenance budget on or before the latest date therefore permitted by law, but in no event later than March 31. Said budget shall include debt and interest charges and other capital costs as separate items, for the ensuing fiscal year, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Subsection (B), (C) and (D) of Section IV. The amounts so apportioned to each member town shall, not later than thirty days following adoption of the final annual budget, be certified by the District treasurer to the treasurer of such member town, and each member town shall, at its next annual town meeting, appropriate the amounts so certified to it.

The District shall in each month mail to the chairman of the finance or advisory committee and the chairman of the board of selectmen of each member town a copy of its more recent monthly financial statement.

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SECTION XI: TUITION STUDENTS

The Committee may accept for enrollment in the regional district schools pupils from towns other than the member towns on a tuition basis and on such terms as it may determine. Income received by the District from tuition pupils shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV(D) to the member towns.

SECTION XII: EMPLOYMENT OF TEACHERS

Any teacher whose position is superseded by reason of the establishment and operation of the District and is serving at the discretion (tenure) of a local school committee of a member town on the June 1 next preceding the year in which the District assumes jurisdiction of the pupils in the grades being taught by such teacher, shall be employed by the Committee to serve at its discretion (on tenure). Any teacher in any of the grades from Kindergarten through Grade Twelve who is employed by a local school committee of a member town on the June 1 next preceding the year in which the District assumes jurisdiction of the pupils in the grades being taught by such teacher, shall be given preferred consideration for a similar position in the District schools to the extent that such positions exist.

SECTION XIII: EFFECTIVE DATE AND JURISDICTION

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This amended Agreement shall take effect upon the affirmative vote of each of the Towns of Hamilton and Wenham at town meeting held in each such town, and shall thereupon supersede the District Agreement executed as of May 2, 1959, as amended through 1995. This Amendment shall become effective on July 1, 2000, providing that this Amendment has been approved by the Committee and accepted by the Member Towns.

HAMILTON-WENHAM EDUCATOR EVALUATION PROPOSAL

May 21, 2013

1. Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.;

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,
- ii. To provide a record of facts and assessments for personnel decisions;

The Hamilton-Wenham Public School purposes of evaluation are to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.

2. Definitions

Artifacts of Professional Practice: Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

Classroom teacher: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice.

District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum 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. These measures shall be locally bargained by the parties.

Educator(s): Inclusive term that applies to all classroom teachers and caseload Educators, unless otherwise noted.

Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS) and an Educator working under a different area of licensure. The Educator shall be evaluated at least annually.

Self-Directed Growth Plan shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

- For Educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years.
- For Educators whose impact on student learning is low, the Educator plan shall be for one year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact.

Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement. Directed Growth Plans will be developed by the Educator and the Evaluator and will be of one school year or less. There shall be a summative evaluation at the end of the period determined by the plan and if the Educator does not receive a proficient rating he or she shall be rated unsatisfactory and the Educator may continue on a Directed Growth plan at the discretion of the Evaluator or shall be placed on an Improvement Plan.

Improvement Plan shall mean a plan for Educators with PTS who are rated unsatisfactory. The plan shall consist of goals specific to improving the Educator's unsatisfactory performance. Improvement Plans will be developed by the Educator and the Evaluator and will be made for a realistic time period sufficient to achieve the goals of the Improvement Plan but not less than forty five (45) school days within the same school year and no more than one school year. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

ESE: The Massachusetts Department of Elementary and Secondary Education.

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").

Evaluator: Any building or district administrator who is appropriately licensed and designated by the superintendent who has responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Evaluator at any one time responsible for determining performance ratings. A list of Evaluators and the Educators to whom they are assigned to evaluate each school year will be included in the opening day material.

Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the Evaluator will be.

Notification: The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

Experienced Educator: An Educator with Professional Teacher Status (PTS)

Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.

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.

Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified

improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of Educators, departments, or other groups of Educators who have the same role. Team goals can be developed by grade level or subject area teams.

Measurable: That which can be classified or estimated in relation to scales, rubrics, or standards.

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 DESE guidance expected by July 2013.

Observation: A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. No photography, no videotaping or audio taping shall be permitted without mutual agreement. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

Parties: The Hamilton-Wenham Education Association and the Hamilton-Wenham School Committee are the parties to this agreement.

Performance Rating: Describes the Educator's performance on each performance standard, and the overall evaluation. There shall be four performance ratings:

Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: the Educator's performance fully and consistently meets the requirements of a standard, or the overall evaluation. Proficient practice is understood to be fully satisfactory.

Needs Improvement: the Educator's performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: the Educator's performance on a standard or the overall evaluation has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or the overall evaluation and is considered inadequate, or both.

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.

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

Rating of Educator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns of student learning, growth and achievement. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.

Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

Educators will be encouraged to submit artifacts of their proficiency, and Evaluators will be required to include the submitted artifacts in their evaluations of Educators.

Rubric: In rating Educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to judge the Educator's practice at the four levels of performance. The rubric consists of:

- Standards and Indicators of Effective Teaching Practice: Defined in 603.CMR 35.03.
 These standards and indicators are used in the rubrics incorporated into this evaluation system.
- Descriptors: define the individual elements of each of the indicators under the standards.
- Benchmarks: describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four

benchmarks – one describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.

Self Assessment: The evaluation cycle shall include self-assessment addressing Performance Standards. The Educator shall provide such information, in the form of self-assessment, by October 1st (except for the first year when the deadline is November 1st) to the Evaluator at the point of goal setting and plan development. Evaluators shall use evidence of Educator performance and impact on student learning, growth and achievement to set the goal with the Educator, based on the Educator's self-assessment and other sources that the Evaluator shares with the Educator.

Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an Educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the Educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

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.

Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

Trends in student learning: At least two years of data from the locally-bargained measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low for the 2015-2016 DESE required reporting requirement and for every reporting year thereafter, at least three years of data from the locally-bargained measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3. Evidence Used In Evaluation

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

A. Multiple measures of student learning, growth, and achievement, which shall include:

- 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;
- Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment and locally bargained measures of student learning comparable across grade or subject district-wide.
- Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement shall be locally-bargained. The measures shall be based on the Educator's role and responsibility.
- **B.** Observations and artifacts of practice including:
 - Unannounced observations of practice
 - Announced observations of practice
 - Examination of Educator work products submitted by the Educator
 - Examination of student work products submitted by the Educator
 - Evidence of progress toward professional practice goal(s) submitted by the Educator
 - Evidence of progress toward student learning outcomes goal(s) submitted by the Educator
- C. Evidence relevant to one or more Performance Standards, compiled and presented by the Educator including but not limited to:
 - Evidence of fulfillment of professional responsibilities and growth such as selfassessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - Evidence of active outreach to and engagement with families:
- **D.** Student and Staff Feedback see #23-24, below

Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. Those rubrics are attached to this agreement. The parties agree to use the DESE rubrics for the 2013-2014 school year.

4. Evaluation Cycle: Training

A. By October 1st of each school year, the district shall arrange training for all Educators, principals, and other Evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by DESE. The training will be videotaped for future use. Educators hired later in the school year will be provided with training within sixty (60) days of their hiring. The superintendent shall work with the Association and the joint labor management committee to determine the most effective means to provide this training.

6. Evaluation Cycle: Annual Orientation

At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on Educator evaluation. The superintendent, principal or designee shall:

- i. Provide an overview of the evaluation process, including goal setting and the Educator plans.
- ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year or for others unable to attend, provided that an announcement is made at the beginning of the meeting that it is being recorded.
- iv. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
- v. All new staff will receive training in the district Educator Evaluation model as part of the teacher induction program.

7. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 15th or within four weeks of the start of his/her employment at the school

ii. The self-assessment includes:

- An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
- An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
- Proposed goals to pursue:
 - o At least one goal directly related to improving the Educator's own professional practice.
 - o At least one goal directed related to improving student learning.

B. Proposing the goals

- i. Educators may consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1 (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15 and providing that the Educator has been provided with the professional development referenced in 5 (A)) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level, subject area or department team goals.

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

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities.
- B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

Evaluators and Educators may consider team goals.

- C. Educator Plan Development Meetings shall be conducted as follows:
 - Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by November 1st of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by November 1st or within six weeks of the start of their assignment in that school.
 - The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
 - For Educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these Educators may include professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

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

9. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS

In the first year of practice or first year under a different area of licensure:

- The Educator shall have at least one announced observations during the school year using the protocol described in section 11B, below.
- The Educator shall have four (4) unannounced observations spaced over the school year.

In their second and third years of practice as a non PTS Educator:

 The Educator shall have at least three unannounced observations during the school year.

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

- A. The Educator whose overall rating is proficient or exemplary will have at least one unannounced observation during the evaluation cycle.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan will include two announced observations, one before January 31st, one after January 31st. The Educator shall have a total of three unannounced observations spaced over the school year.
- C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The Educator will have four (4) total unannounced observations, at least one per marking. The Educator will have two (2) announced observations, one before January 31st, and one after January 31st. For Improvement Plans of six months or fewer, there must be no less than one announced and two unannounced observations.

11. Observations

The Evaluator's first observation of the Educator should take place by December 1st, unless the Educator is on a self-directed plan. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will

be made to observe for a period of time sufficient to observe as many indicators as possible.

- A. Unannounced Observations: All unannounced observations shall be conducted according to the following:
 - i. The Evaluator shall observe the Educator for a minimum of ten (10) minutes.
 - ii. Upon entering the room for purposes of an unannounced observation, the Evaluator will attempt to verbally inform the Educator the purpose of the visit is for an unannounced observation.
 - iii. The Educator will be provided with written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be provided to the Educator. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within five (5) school days.
 - iv. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least thirty (30) minutes in duration within twenty (20) school days. The Educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).
 - vi. Any unannounced observation, which raises a serious performance concern, shall be brought to the attention of the Educator within two school days at a post-observation conference where both the Educator and the Evaluator can be present.

B. Announced Observations

All non PTS Educators in their first year, Educators working under a different area of licensure and PTS Educators on Directed or Improvement Plans shall have at least one (1) announced observation(s) conducted according to the following:

- i. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be at least thirty (30) minutes in duration.
- ii. Within five (5) school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess the performance.

- iii. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- iv. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- v. The Evaluator shall provide the Educator with written feedback within five (5) school days of the observation. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - o Describe the basis for the Evaluator's judgment.
 - o Describe actions the Educator should take to improve his/her performance.
 - o Identify support and/or resources the Educator may use in his/her improvement.
 - State that the Educator is responsible for addressing the need for improvement.
- vi. Within five (5) school days of the receipt of the written feedback, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within twenty four (24) hours if possible.
- C. Walkthroughs are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms. Observations from walkthroughs summarize the aggregate climate, culture and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system. However, Educators will expect to get feedback verbally regarding any issues or concerns observed.

12. Evaluation Cycle: Formative Assessment

A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be collaboratively agreed upon by the Educator and the Evaluator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face or delivered to the Educator's school mailbox. Should the Evaluator determine that the Educator could be placed on a Directed Growth Plan or an Improvement Plan at the completion of the Summative Evaluation, notice of this possible placement shall be provided to the Educator in the Formative Assessment.
- G. The Educator shall sign the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. . The Educator may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.

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

A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 of year one of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

- B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C. Four weeks prior to a mutually agreed upon date of the Formative Evaluation report, Educators shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face or by delivery to the Educator's school mailbox. Should the Evaluator determine that the Educator could be placed on a Directed Growth Plan or an Improvement Plan at the completion of the Summative Evaluation, notice of this possible placement shall be provided to the Educator in the Formative Evaluation.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.
- G. The Educator shall sign the Formative Evaluation report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

14. Evaluation Cycle: Summative Evaluation

- A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the Educator by May 15th.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The professional judgment of the primary evaluator shall determine the overall summative rating that the educator receives. For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, as determined by the negotiated measures, the Evaluator's supervisor shall discuss and

review the rating with the Evaluator and the Supervisor shall confirm or revise the Educator's rating.

- D. 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.
- E. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- F. The Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- G. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face to face or to the Educator's School mailbox no later than May 1st.
- I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 15th.
- J. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L. The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. Educator Plans – General

Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

The Educator Plan shall include, but is not limited to:

- At least one goal related to improvement of practice tied to one or more Performance Standards;
- At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
- An outline of actions the Educator must take to attain the goals that include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16. Educator Plans: Developing Educator Plan

The Developing Educator Plan is for all Educators without PTS and those Educators working under a different area of licensure. The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2015-2016 (or when DESE requires such reporting) 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.

A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2015-2016 (or when DESE requires such reporting) whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18. Educator Plans: Directed Growth Plan

A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement. Upon the written consent of the Educator, The Association President will be informed that an Educator has been placed on a Directed growth Plan and will be provided with the name of the Educator and the time of all meetings.

The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.

For an Educator on a Directed Growth Plan whose overall summative performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

For an Educator on a Directed Growth Plan whose overall summative performance rating is not at least proficient, the Educator may continue on a Directed Growth Plan at the discretion of the Evaluator or the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19. Educator Plans: Support Team

SUPPORT TEAM

A teacher placed on a Directed Growth Plan or an Improvement Plan as a result of an unsatisfactory overall rating may formally ask his/her Principal, in writing, on the form attached to this Agreement as Appendix D 3, for the intervention of a Support Team. The Principal, upon receipt of the teacher's written request, will then establish a Support Team, subject to the terms and conditions hereinafter provided:

(1) Agreement, Consent, and Cooperation of the Teacher with an Unsatisfactory Overall Rating

The ability of the Support Team to fulfill its role will depend on many factors. Obviously, one essential factor is the agreement, consent and cooperation of the teacher with an Unsatisfactory overall rating. The designation of the Support Team as hereinafter provided, and its continued functioning, is predicated on such agreement, consent and cooperation. The teacher with an Unsatisfactory overall rating may at any time, by notice in writing to the Principal, terminate the continued functioning of the Support Team.

(2) Support Team Members

The Support Team shall consist of the teacher's Principal and three colleagues of the teacher, with the teacher selecting one colleague, the Association selecting one colleague, and the Administration selecting one colleague. The colleagues should be teachers in the school of the teacher with an Unsatisfactory overall rating, if possible, but in any event must be teachers in the Hamilton-Wenham School system and must have received an evaluation rating of at least proficient. Hamilton-Wenham Educator retirees may also be considered for the composition of the Support Team.

(3) Submission of Information

The teacher requesting Support Team intervention shall provide the Support Team, or authorize his/her principal to provide the Support Team, with copies of the relevant documentation placing the teacher on an Improvement Plan as a result of an Unsatisfactory overall rating, and such other information which the Support Team deems relevant.

(4) Role of Support Team

- a. The Support Team shall review the performance issues and suggest alternatives to address the performance problems, i.e., enlist outside support on the teacher's behalf; participation in professional development activities; course work; third party evaluation; release time opportunities to visit other classrooms; increase in tuition reimbursement opportunities; peer coaching; working with a mentor teacher; other growth activities, etc. The aforementioned are set forth as possibilities, not mandates, and are not exhaustive.
- b. The Support Team may expend up to a total of \$1,000 (per teacher at risk) in implementing its suggestions to address the performance problems. Any expenditure in excess of \$1,000 (total) shall require the advance written approval of the Superintendent.
- c. The Support Team shall review and suggest appropriate time lines regarding the measuring of improvement in the teacher's performance.
- d. The Support Team shall work with the teacher; shall monitor the progress of the teacher; shall make recommendations with regard to the performance problems and their solutions; and, at the conclusion of an appropriate time period submit their findings with regard to the alleviation of the teacher's performance problems.
- e. The Support Team or a designated member or members thereof may conduct observations of the teacher and report back the results thereof to the Support Team. In the event the Support Team or a designated member or members thereof conduct observations, the Evaluator shall also be present for at least half of such observations. The Support Team may also provide feedback to the teacher.

20. Educator Plans: Improvement Plan

An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than forty five (45) school days and no more than one school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

The Improvement Plan process shall include:

- Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- The Educator may request that a representative of the Association attend the meeting(s).
- Upon the written consent of the Educator, the Association President will be informed that an Educator has been placed on an Improvement Plan and will be provided with the name of the Educator and the time of all meetings.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
- Describe the activities and work products the Educator must complete as a means of improving performance;
- Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Educator;

- Articulate the measurable outcomes that will be accepted as evidence of improvement;
- 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);
- Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
- Include the signatures of the Educator and Evaluator.

A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

Decision on the Educator's status at the conclusion of the Improvement Plan:

All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

- If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines For Non PTS Educators or PTS on improvement or directed growth plans

Activity:	Completed On or Before:
Superintendent, principal or designee meets with Evaluators and	September 15

Educators to explain evaluation process	
Evaluator meets with first-year Educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	January 5
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February I
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	April 15
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10

Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15
	ı

Timeline for Educators with PTS on Two Year Plans

Activity:	Completed On or Before:
Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process	September 15
Evaluator meets with Educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	
Evaluator completes unannounced observation, See Section 11 A. IV and V	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 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

Educators on Plans of Less than One Year

The timeline for Educators on Plans of less than one year will be established in the Educator Plan.

21. Advancement to PTS Status

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator 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 Educator 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. General Provisions

- A) Only building or district administrators who are appropriately licensed and designated by the superintendent shall have responsibility for observation and evaluation.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching

practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the pilot evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations.

 Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.
- F) Violations of this article are subject to the grievance and arbitration procedures.



HWRSD Educator Evaluation System

Summary of Five-Phase Process

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Phase 1: Self- Assessment		
Due Dates	Actions	Forms
Prior to Goal-Setting Conference (October 1 for First-Year Educators, October 15 th for all others.) Administration will provide Professional Development Activities that give an overview of the Evaluation System by 9/15.	 Educator: Assemble and review student learning data for students currently under the responsibility of the team or educator. Identify student strengths and areas to target for growth Review performance standards on the district or ESE rubric Identify educator performance areas of strength and areas for growth Draft a minimum of one student learning goal and one professional practice goal 	Self-Assessment Form Goal Setting Form Both Forms are completed by educator prior to Goal Setting Conference.
	 Evaluator: Communicate school and district priorities and goals, existing and planned initiatives, planned professional development, and other opportunities for support. Communicate expectations for completion of self-assessment. Assist in the dissemination of student learning data to staff. 	



Phase 2: Analysis, Goal Setting and Plan Development		
Due Dates	Actions	Forms
 Goal Setting Meetings: First-Year Educators held by October 1st For all others held by October 15th. 	Educator: 1. Review professional development that is already planned for the school year 2. Evaluator and educators work together to plan activities that will support attainment of goals	Educator Plan Form— Completed by Educator and Evaluator at Goal Setting Conference.
All <i>Educator Plans</i> must be approved by evaluator by November 1 st .	Evaluator: 1. Schedule time with teams and educators to review self-assessments and refine goals 2. Evaluator and educators work together to plan activities that will support attainment of goals 3. Record teacher's or team's final goals and actions the educator must take to attain these goals	



Phase 3: Implementation of the Plan		
Due Dates	Actions	Forms
Observations: Unannounced Observations of Teacher Practice may commence at the beginning of the school year.	Educator: Meet with teams to identify common artifacts all or most educators will be expected to collect and analyze Collect evidence of educator and team practice and progress toward goals	Standard Summary Page – For educators and evaluators. Educators should complete one Standard Summary Page
All educators will have one Unannounced Observation by 11/15.	Track collection activities Document evidence collected and feedback given	per Standard. • Observation Evidence Collection Tool- For
Evidence Submission: Developing Educators: Annually submit collected evidence on Standards to evaluator on January 5 th and April 15 th . Professional Status Educators on Two Year Plans: Annually submit collected evidence on Standards to evaluator by May 1 st .	 Evaluator: Review actions in Educator Plans and make agreed-upon supports and resources available to educator teams and individuals Meet with teams to identify common artifacts all or most educators will be expected to collect and analyze Collect evidence of educator and team practice and progress toward goals Track collection activities Document evidence collected and feedback given Provide regular feedback to teams and individual educators Monitor alignment of educator actions and goals with school and district goals 	Unannounced Observations • Educator Response Form



Phase 4: Formative Assessment/Evaluation		
Due Dates	Actions	Forms
 Developing Educators: Formative Assessment Reports will be completed by Feb. 1st. Formative Assessment Conferences will be held by Feb 15th (If necessary). Professional Status Educators on Two Year Plans:	 Educator: Review evidence and artifacts for Standards and Indicators Share evidence of fulfillment of professional responsibilities and outreach to and engagement with families Evaluator: Schedule time to have formative conferences with enough advance notice to allow both the educator and evaluator to prepare Communicate expectations about educators' roles in sharing evidence during the conference Review evidence and artifacts for Standards and Indicators Briefly record analysis of evidence Determine provisional formative ratings and progress toward goals Finalize formative ratings. 	 Formative Assessment Report Formused to assess Developing Educators' progress towards attaining goals set forth in educator plans, performance on performance standards, or both. Formative Evaluation Report Form-For educators on two- year Self-Directed Growth Plans at the end of Year 1 of the cycle- Educator Response Form

Phase 5: Summative Evaluation		
Due Dates	Actions	Forms
 Developing Educators: Summative Evaluation Report due by May 15th. Summative Evaluation Conference will be held by June 1. Summative Evaluation Report signed and returned 	Educator: 1. Review evidence and artifacts for each Standard and Indicator 2. Review Formative Assessment/Evaluation 3. Share evidence of fulfillment of professional responsibilities and outreach to and engagement with families	Summative Evaluation Form Educator Response Form
Report signed and returned within 5 school days of receipt. Professional Status Educators: In Year 2: Summative Evaluation Report completed by May 15 th . Summative Evaluation Conference by June 10 th . Summative Evaluation Report signed by June 15 th .	 Evaluator: Schedule times of summative conferences with enough advance notice to allow both the educator and evaluator to prepare Communicate expectations about educators' roles in sharing evidence during the conference Review evidence and artifacts for each Standard and Indicator Review Formative Assessment/Evaluation Briefly record analysis of evidence Determine provisional summative ratings and progress toward goals Finalize summative ratings for each standard, impact on student learning* and for the Overall Summative Rating 	

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HWRSD Educator Evaluation System

Evaluation Forms

Self-Assessment Form



Educator—Name/Title:
Primary Evaluator—Name/Title:
Supervising Evaluator, if any—Name/Title/Role in evaluation:
School(s):
Part 1: Analysis of Student Learning, Growth, and Achievement Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by educator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data. 603 CMR 35.06 (2)(a)1
Team, if applicable:
List Team Members below:

Self-Assessment Form



Educator—Name/Title:		
Part 2: Assessment of Practice Against Performance Standards Citing your district's performance rubric, briefly summarize areas of strength and high-priority areas for growth. Areas may target specific Standards, Indicators, or elements, or span multiple Indicators or elements within or across Standards. The form should be individually submitted by educator, but Part 2 can also be used by teams in preparation for proposing team goals. 603 CMR 35.06 (2)(a)2		
Team, if applicable:		
List Team Members below:		
Signature of Educator Date		
Signature of Evaluator* Date		

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

Goal Setting Form



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Educator—Name/Title:		
Primary Evaluator—Name/Title:		
Supervising Evaluator, if any—Name/Title/Role in ev	valuation:	
School(s):		
Check all that apply ¹ : Proposed Goals	Final Goals Date:	
A minimum of one student learning goal and one professional practice goal are required. Team goals must be considered per 603 CMR 35.06(3)(b). Attach pages as needed for additional goals or revisions made to proposed goals during the development of the Educator Plan.		
Student Learning S.M.A.R.T. Goal Check whether goal is individual or team; write team name if applicable.	Professional Practice S.M.A.R.T. Goal Check whether goal is individual or team; write team name if applicable.	
Individual Team:	Individual Team:	

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

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¹ If proposed goals change during Plan Development, edits may be recorded directly on original sheet or revised goal may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.

Educator Plan Form



Educator—Name/Title:			
Primary Evaluator—Name/Title:			
Supervising Evaluator, if any—Name/Ti	tle/Role in evaluation:		
School(s):			
A MARINE TO THE PARTY OF THE PA	th Plan Directed Growth Plan g Educator Plan Improvement Plan*		
Plan Duration: Two-Year	One-Year Less than a ye	ear	
Start Date:	End Date:		
professional practice). Attach additiona	t of multiple goals or types of goals (studer Il pages as necessary.	nt learning or	
Describe actions the educ	rning Goal(s): Planned Activities cator will take to attain the student learning idual and/or team. Attach additional pages		
Action	Supports/Resources from School/District ¹	Timeline or Frequency	

*Additional detail may be attached if needed.

Educator Plan Form



Educator Flam Form		W
Educator—Name/Title:		The second secon
Describe actions the educat	Practice Goal(s): Planned Activition For will take to attain the professional practical and/or team. Attach additional page	tice goal(s).
Action	Supports/Resources from School/District ²	Timeline or Frequency
		v.
growth, and leadership," is "aligned to Performance Standards," and "is consi	ovide educators with feedback for improvent statewide Standards and Indicators in 60 stent with district and school goals." (see and 603 CMR 35.06(3)(f).)	3 CMR 35.00 and local
Signature of Evaluator		Pate:
Signature of Educator*	C	Pate:
signature of the educator indicates that he or shi indicating the evaluator's approval of the goals. goals. Regardless of agreement with the final goal	als to be included in an educator's plan (see <u>603 CN</u> e has received the Goal Setting Form with the "Fina The educator's signature does not necessarily denotals, signature indicates recognition that "It is the edany trainings and professional development provide	l Goal" box checked, te agreement with the ucator's responsibility to

² Must identify means for educator to receive feedback for improvement per 603 CMR 35.06(3)(d).

district, or other providers in accordance with the Educator Plan." (see 603 CMR 35.06(4))



Standard Summary Page

Educator—Name/Title:	
Evaluator—Name/Title:	
School(s):	
Educator Plan: Self-Directed Growth Plan Directed Growth Plan Developing Educator Plan Improvement Plan*	
Plan Duration: Two-Year One-Year Less than a year	
Artifact Title/Name:	
Submission Date:	
Artifact Evidence What aspects of educator performance does this artifact illustrate?	Aligned Indicator

Star evidence statements that show progress toward attaining student learning goal(s) or professional practice goal(s).

Standards and Indicators for Effective Teaching Practice: Rubric Outline			
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
I-A. Curriculum and Planning	II-A. Instruction	III-A. Engagement	IV-A. Reflection
I-B. Assessment	II-B. Learning Environment	III-B. Collaboration	IV-B. Professional Growth
I-C. Analysis	II-C. Cultural Proficiency	III-C. Communication	IV-C. Collaboration
	II-D. Expectations		IV-D. Decision-making
			IV-E. Shared Responsibility
			IV-F. Professional Responsibilities



Observation Evidence Collection Tool

Educator—Name/Title:			
Evaluator—Name/Title:			
School(s):			
		Growth Plan ment Plan*	
Plan Duration: Two-Year	One-Year I	ess than a year	
Observation Number:	Observation Date:	Observation Tim	ne/Duration:
Observation Location (e.g., cla	ssroom, grade-level meeting, e	etc.):	
Intended Observation Focus: hig	her-order thinking (school focus	on rigor)	
Observation Evidence What a	lid the educator and students s	ay and do?	Aligned Indicator
Feedback to the Educator			
Observation Evidence pertains to Progress toward attaining stu		Progress toward attaining pr	rofessional practice goal(s)
Stand	ards and Indicators for Effective	ve Teaching Practice: Rubric O	utline
I. Curriculum, Planning, & Assessment	II. Teaching All Students	III. Family & Community Engagement	IV. Professional Culture
I-A. Curriculum and Planning	II-A. Instruction	III-A. Engagement	IV-A. Reflection
I-B. Assessment	II-B. Learning Environment	III-B. Collaboration	IV-B. Professional Growth
I-C. Analysis	II-C. Cultural Proficiency	III-C. Communication	IV-C. Collaboration
	II-D. Expectations		IV-D. Decision-making
			IV-E. Shared Responsibility
			IV-F. Prof. Responsibilities

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Educator Response Form



Educator—Name/Title:
Primary Evaluator—Name/Title:
Supervising Evaluator, if any—Name/Title/Role in evaluation:
School(s):
Response to: (check all that apply) Educator Plan, including goals and activities Evaluator collection and/or analysis of evidence Formative Assessment or Evaluation Report Summative Evaluation Report Other:
Educator Response
Attach additional pages as needed.
Signature of Educator Date:
Signature of Evaluator Date
Attachment(s) included
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Formative Assessment Report Form



Educator—Name/Title: Primary Evaluator—Name/Title: Supervising Evaluator, if any—Name/Title/Role in evaluation: School(s): Assessing ³ : Progress Toward Student Learning Goal(s) Describe current level of progress and feedback for improvement. Attach additional pages as needed. Progress Toward Professional Practice Goal(s) Describe current level of progress. Attach additional pages as needed.	
Supervising Evaluator, if any—Name/Title/Role in evaluation: School(s): Assessing³: Progress toward attaining goals Progress Toward Student Learning Goal(s) Describe current level of progress and feedback for improvement. Attach additional pages as needed. Progress Toward Professional Practice Goal(s)	Educator—Name/Title:
School(s): Assessing ³ : Progress toward attaining goals Progress Toward Student Learning Goal(s) Describe current level of progress and feedback for improvement. Attach additional pages as needed. Progress Toward Professional Practice Goal(s)	Primary Evaluator—Name/Title:
Assessing ³ : Progress toward attaining goals Progress Toward Student Learning Goal(s) Describe current level of progress and feedback for improvement. Attach additional pages as needed. Progress Toward Professional Practice Goal(s)	Supervising Evaluator, if any—Name/Title/Role in evaluation:
Progress toward attaining goals Progress Toward Student Learning Goal(s) Describe current level of progress and feedback for improvement. Attach additional pages as needed. Progress Toward Professional Practice Goal(s)	School(s):
Progress toward attaining goals Progress Toward Student Learning Goal(s) Describe current level of progress and feedback for improvement. Attach additional pages as needed. Progress Toward Professional Practice Goal(s)	3
Progress Toward Student Learning Goal(s) Describe current level of progress and feedback for improvement. Attach additional pages as needed. Progress Toward Professional Practice Goal(s)	
Describe current level of progress and feedback for improvement. Attach additional pages as needed. Progress Toward Professional Practice Goal(s)	Progress toward attaining goals Performance on Standards Both
Describe current level of progress and feedback for improvement. Attach additional pages as needed. Progress Toward Professional Practice Goal(s)	Progress Toward Student Learning Goal(s)
Describe current level of progress. Attach daditional pages as needed.	
	Describe current level of progress. Attach daditional pages as needed.

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³ As per <u>603 CMR 35.02</u> and <u>603 CMR 35.06(5)</u>, formative assessment shall mean the process used to assess progress toward attaining goals set forth in Educator Plans, performance on Performance Standards, or both.

Formative Assessment Report Form



Educator—Name/Title:	
	Performance on Each Standard
Describe performance a	and feedback for improvement. Attach additional pages as needed.
I: Curriculum, Planning, & Assessment	
II: Teaching All Students	
III: Family & Community Engagement	
IV: Professional Culture	
	ty to respond in writing to the formative assessment as per 603 CMR 35.06(5)(c)
on the Educator Response Form.	
Signature of Evaluator	Date Completed:
Signature of Educator*	Date Received:
* Signature of the educator indicates ac	cknowledgement of this report; it does not necessarily denote agreement with
	ave the opportunity to respond to this report in writing and may use the
Educator Response Form.	

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Formative Evaluation Report Form



* For educators on two-year Self-Directed Growth Plans at the end of Year One of the cycle			
Educator—Name/Title:			
Primary Evaluator—Name/Title:			
Supervising Evaluator, if any—Name/Title/Role in evaluation:			
School(s):			
Assessing ⁴ :			
Progress toward attaining goals Performance on Standards Both			
Progress Toward Student Learning Goal(s) Attach additional pages as needed.			
☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded			
Rationale, evidence, and feedback for improvement:			
Progress Toward Professional Practice Goal(s) Attach additional pages as needed.			
☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded			
Rationale, evidence, and feedback for improvement:			

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⁴ As per <u>603 CMR 35.02</u> and <u>603 CMR 35.06(5)</u>, formative evaluation shall mean the process used to assess progress towards attaining goals set forth in Educator Plans, performance on performance standards, or both.

Formative Evaluation Report Form



Educator—Name/Title:
Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
Evaluator is assigning ratings that differ from prior Summative Evaluation; comments are required
Rating on Each Standard
Curriculum, Planning,
nationale, evidence, and recaback for improvement.
II: Teaching All Students Unsatisfactory Needs Improvement Proficient Exemplary
Rationale, evidence, and feedback for improvement:
III: Family & Community Engagement Unsatisfactory Needs Improvement Proficient Exemplary
Rationale, evidence, and feedback for improvement:
IV: Professional Culture Unsatisfactory Needs Improvement Proficient Exemplary
Rationale, evidence, and feedback for improvement:

Formative Evaluation Report Form



Excellence

Educator—Name/Title:			
Evaluator is assigning sam	ne ratings as prior Summat	tive Evaluation; no comment	rs needed
		Summative Evaluation; comm	
	Over	rall Performance Rating	
Unsatisfactory	Needs Improvement	t Proficient	☐ Exemplary
Rationale, evidence, and for	eedback for improvemen	nt:	
	Pla	an Moving Forward	
Self-Directed	Directed [Developing Educator
Growth Plan	Growth Plan	Plan	Plan
		d in writing to the formati	ve evaluation as per 603 CMR 35.06(5)(c)
on the Educator Response	Form.		
Cinnetum of Finductor		Data Camarla	A de
Signature of Evaluator		Date Comple	eted:
Signature of Educator*		Date Receive	ed:
			not necessarily denote agreement with report in writing and may use the

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Summative Evaluation Report Form



Educator—Name/Title:
Primary Evaluator—Name/Title:
Supervising Evaluator, if any—Name/Title/Role in evaluation:
School(s):
Current Plan: Self-Directed Growth Plan Developing Educator Plan Improvement Plan
Progress Toward Student Learning Goal(s) Attach additional pages as needed.
☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded
Rationale, evidence, and feedback for improvement:
Progress Toward Professional Practice Goal(s)
Attach additional pages as needed.
☐ Did not meet ☐ Some progress ☐ Significant Progress ☐ Met ☐ Exceeded
Rationale, evidence, and feedback for improvement:

Summative Evaluation Report Form



Educator—Name/Title:				
	Rating on Each Standard			
I: Curriculum, Planning, & Assessment	☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary			
Rationale, evidence, and feedback for improvement:				
II: Teaching All Students	☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary			
Rationale, evidence, and fe	edback for improvement:			
III: Family & Community Engagement	☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary			
Rationale, evidence, and feedback for improvement:				
IV: Professional				
Culture	Unsatisfactory Needs Improvement Proficient Exemplary			
Rationale, evidence, and fe	edback for improvement:			

Summative Evaluation Report Form



Educator—Name/Title:			
	Overal	Il Performance Rating	
Unsatisfactory [Needs Improvement	Proficient	Exemplary
Rationale, evidence, and fe	edback for improvement:		
	Plar	n Moving Forward	
Self-Directed Growth Plan	Directed Growth Plan	M 3E	eveloping Educator lan
100000000000000000000000000000000000000		A 100000	
on the Educator Response		in writing to the summat	ive evaluation as per <u>603 CMR 35.06(6)</u>
Circulation of Frederica		Data Carralas	had.
Signature of Evaluator			
Signature of Educator*		Date Receive	d:
0.70		72 23	not necessarily denote agreement with
the contents of the report. Educator Response Form.	Educators have the oppor	tunity to respond to this r	eport in writing and may use the

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MSBA Proposed Timeline

- Pre-requisite Documents (Initial Compliance Certification, Budget and Maintenance Documents, Certified Project Schedule): September 4, 2013—(Submitted on July 24)
- Vote Authorization of Local Funding for Schematic Design:
 TBD but must be within 60 days of the date of invitation by the Board (June 5, 2013)—(Vote passed on July 11)
- Feasibility Study/Schematic Design Submittal: December 12, 2013
- 4. <u>Board Approval of Project Scope and Budget:</u> January 29, 2014
- Vote Authorization of Local Funding for Total Project Budget: TBD but must be within 90 days of the date of approval of the project scope and budget by the Board (January 29, 2013)
- Execution of Project Funding Agreement: Approximately 1 month after the vote for TPB funding

HWRSD Timeline Options

Option 1: Fall Town Meeting Approval

- School Committee votes to pursue projects: Can happen anytime prior to 9/23 when Hamilton warrant closes—9/19
- School Committee Votes bonding authorization for the projects: Needs to be within 60 days of Fall Town Elections (December 12)
- Vote Authorization of Local Funding for Total Project Budget: Town Meetings on November 4 and November 5, General Elections on November 19 and December 12
- 4. Feasibility Study/Schematic Design Submittal: December 12, 2013
- MSBA Board Approval of Project Scope and Budget: January 29, 2014
- Execution of Project Funding Agreement: Approximately 1 month after the vote for TPB funding

Option #1

- Positives
 - Will have project approval from Towns in November.
 - Will have projects out to bid in early 2014.
- Negatives
 - Requires "interest vote" to meet FTM Warrant dates.
 - Will have to vote a "placeholder" amount until MSBA cost estimates are complete.
 - Possibility of MSBA rejection of projects.

HWRSD Timeline Options

Option 2: Annual Town Meeting Approval

- Feasibility Study/Schematic Design Submittal: December 12, 2013
- 2. <u>Board Approval of Project Scope and Budget:</u> January 29, 2014
- School Committee Votes bonding authorization for the projects: Needs to be within 60 days of Spring Town Elections (April 10th)
- 4. Vote Authorization of Local Funding for Total Project Budget:

 TBD but must be within 90 days of the date of approval of the project scope and budget by the Board (January 29, 2013) April 10 is 71 days from January 29.
- 5. <u>Execution of Project Funding Agreement:</u>
 Approximately 1 month after the vote for TPB funding

Option #2

- Positives
 - Will have completed project cost estimates.
 - Will have firm commitment from MSBA to fund projects.
- Negatives
 - Final Approval of Projects on April 10th.
 - Can we complete bidding process in time to begin in June?

Bulletin 11-04: MSBA Project Scope and Budget Vote Bulletin for Regional School Districts and their Member Communities

Attachment A

FORM OF VOTE FOR REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

<u>VOTED</u> : That the [insert the name of the Regional School District] hereby appropriates the amount of \$ for the purpose of paying costs of [Insert a description of the Project, including school name, description of location, address, scope of project], including the payment of all costs incidental or related thereto (the				
[Insert a description of the Project, including school name, description of location, address, scope of project], including the payment of all costs incidental or related thereto (the				
scope of project], including the payment of all costs incidental or related thereto (the				
"Project"), [which school facility shall have an anticipated useful life as an educational				
facility for the instruction of school children of at least 50 years][Alternatively, if a repair				
project: which proposed repair project would materially extend the useful life of the				
school and preserve an asset that otherwise is capable of supporting the required				
educational program], and for which the District may be eligible for a school construction				
grant from the Massachusetts School Building Authority ("MSBA"), said amount to be				
expended at the direction of [the School Building Committee]. To meet this appropriation				
the District is authorized to borrow said amount, under and pursuant to Chapter 71, Section				
16(d), of the General Laws and the District Agreement, as amended, or pursuant to any				
other enabling authority. The District acknowledges that the MSBA's grant program is a				
non-entitlement, discretionary program based on need as determined by the MSBA, and				
any Project costs the District incurs in excess of any grant approved by and received from				
the MSBA shall be the sole responsibility of the District; provided further that any grant				
that the District may receive from the MSBA shall not exceed the lesser of (1)				
percent (%) of eligible, approved Project costs, as determined by				
the MSBA, or (2) the total maximum grant amount determined by the MSBA, and that the				
amount of borrowing authorized pursuant to this vote shall be reduced by any grant				
amount set forth in the Project Funding Agreement that may be executed between the				
District and the MSBA.				
FURTHER VOTED: That within () days from the date on which this				
vote is adopted the Secretary be and hereby is instructed to notify the Board of Selectmen				
of each of the member towns of this District as to the amount and general purposes of the				
debt herein authorized, as required by the District Agreement and by Chapter 71, Section				
16(d), of the General Laws.				
FORMS OF SCHOOL DISTRICT MEMBER TOWN MEETING ARTICLE				
AND MOTION				
Article To see if the Tour will arrange the \$				
Article To see if the Town will approve the \$				
borrowing authorized by the [Insert the name of the School District], for the purpose of paying costs of [Insert a description of the Project, including school name, description of				
location, address, scope of project, including the payment of all costs incidental or related				
thereto (the "Project"), [which school facility shall have an anticipated useful life as an				
educational facility for the instruction of school children of at least 50 years][Alternatively,				
if a repair project: which proposed repair project would materially extend the useful life				

Bulletin 11-04: MSBA Project Scope and Budget Vote Bulletin for Regional School Districts and their Member Communities

of the school and preserve an asset that otherwise is capable of supporting the required educational program], and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended at the direction of [the School Building Committee]. The MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities. Any grant that the District may receive from the MSBA for the Project shall not exceed the lesser of (1) percent (%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA.
Motion That the Town hereby approves the \$ borrowing authorized by the [Insert the name of the School District], for the purpose of paying costs of [Insert a description of the Project, including school name, description of location, address, scope of project], including the payment of all costs incidental or related thereto (the "Project"), [which school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years][Alternatively, if a repair project: which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program], and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended at the direction of [the School Building Committee]; that the Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities; provided further that any grant that District may receive from the MSBA for the Project shall not exceed the lesser of (1) percent (%) of eligible, approved project costs, as
determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; [provided that the approval of the District's borrowing by this vote shall be subject to and contingent upon an affirmative vote of the Town to exempt its allocable share of the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. 59, Section 21C (Proposition 21/2)]; and that the amount of borrowing authorized by the District shall be reduced by any grant amount set forth in the Project Funding Agreement that may be executed between the District and the MSBA.
FORM OF SCHOOL DISTRICT MEMBER CITY ORDER
Ordered: That the City hereby approves the \$ borrowing authorized by the [Insert the name of the School District], for the purpose of paying costs of [Insert a description of the Project, including school name, description of location, address,

scope of project], including the payment of all costs incidental or related thereto (the "Project"), [which school facility shall have an anticipated useful life as an educational

Bulletin 11-04: MSBA Project Scope and Budget Vote Bulletin for Regional School Districts and their Member Communities

facility for the instruction of school children of at least 50 years [Alternatively, if a repair project: which proposed repair project would materially extend the useful life of the school and preserve an asset that otherwise is capable of supporting the required educational program], and for which the District may be eligible for a school construction grant from the Massachusetts School Building Authority ("MSBA"), said amount to be expended at the direction of [the School Building Committee]; that the City acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any Project costs the District incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the District and its member municipalities; provided further that any grant that District may receive from the MSBA for the Project shall not exceed the lesser of (1) %) of eligible, approved project costs, as percent (determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA: [provided that any vote hereunder shall be subject to and contingent upon an affirmative vote of the City to exempt its allocable share of the amounts required for the payment of interest and principal on said borrowing from the limitations on taxes imposed by M.G.L. 59, Section 21C (Proposition 21/2)]; and that the amount of borrowing authorized by the District shall be reduced by any grant amount set forth in the Project

Funding Agreement that may be executed between the District and the MSBA.

Bulletin 11-04: MSBA Project Scope and Budget Vote Bulletin for Regional School Districts and their Member Communities

Attachment B

FORM OF SCHOOL DISTRICT MEMBER TOWN BALLOT QUESTION

Shall the [City/[Town] of	
provisions of proposition two and one-half, so	o-called, the amounts required to pay the
[City/Town]'s allocable share of the bond issu	ned by the [insert the name of the School
District] for the purpose of paying costs of [in	nsert project description identical to the
description in the motion/order], including the	e payment of all costs incidental or related
thereto?	