

AGREEMENT

between

DARTMOUTH ADMINISTRATORS ASSOCIATION

and

DARTMOUTH SCHOOL COMMITTEE

July 1, 2020 - June 30, 2022

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PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of DARTMOUTH and that good morale within the staff of the DARTMOUTH ADMINISTRATORS ASSOCIATION is essential to achievement of that purpose, we the undersigned parties to this Contract, declare that:
 - a. Under the law of Massachusetts, the Committee, elected by the citizens of Dartmouth, has final responsibility for establishing the educational policies of the public schools of DARTMOUTH;
 - b. The Superintendent of Schools of Dartmouth (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
 - c. The administration of public schools of the DARTMOUTH SCHOOL DEPARTMENT have a responsibility for providing education of the highest possible quality;
 - d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the administrators in the formulation and application of policies relating to wages, hours, and other conditions of employment for the administrators; and so,
 - e. To give effect to these declarations, the following principles and procedures are hereby adopted:

ARTICLE I

Recognition

- A. For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions rising hereunder, the Committee recognizes the Dartmouth Administrators Association as the exclusive bargaining agent and representative of all full-time assistant principals, and those people having full-time administrative positions as employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee, excepting, however; every such employee who on the effective date of this contract is, or

thereafter shall be designated by the Committee as a representative of it for the purpose of such bargaining.

If the collective bargaining law is modified so as to increase or decrease the scope of subjects for bargaining, this Contract shall be amended so as to be consistent with said law.

- B. When a new position is created that is arguably within the bargaining unit, the parties shall discuss the matter. If no agreement is reached as to the unit placement, the parties shall submit the matter to the State Labor Relations Commission for resolution.
- C. The Committee will consult with the DAA prior to making any changes in bargaining unit job descriptions.

ARTICLE II

Grievance Procedure

A. Purpose

The purpose of the procedures set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the condition of employment of the employees covered by this contract. The Committee and the Association desire that such procedure shall be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved; and nothing in this Contract will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with an appropriate member of the Administration, provided any adjustment of the grievance is not inconsistent with the terms of this Contract.

B. Definition

A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this Agreement with respect to wages, hours, or working conditions of an employee or employees covered by it, (2) an alleged violation of any provision of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified

may, however, be extended by mutual agreement between the DAA and the School Committee.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Level I

The aggrieved employee shall discuss the grievance with the President of the Administrators Association.

Level II

If not disposed of to the employee's satisfaction by such discussion, the grievance shall be presented in writing by the employee and the President of the DAA to the Superintendent who shall, within ten (10) school days thereafter, meet with the employee and the said President in an effort to settle the grievance.

Level III

If at the end of the ten (10) school days next following such presentation to the Superintendent the grievance shall not have been disposed of to the employee's satisfaction, the employee may within five (5) school days thereafter notify the said President in writing of the employee's desire to have the grievance presented to the School Committee; and within five (5) school days following receipt of any such notice, the DAA shall meet with the said employee to determine whether or not the DAA shall present the grievance to the School Committee.

Level IV

If at the end of the twenty (20) school days next following presentation of the grievance in writing to the School Committee the grievance shall not have been disposed of to the satisfaction of the DAA and if the grievance shall involve the interpretation or application of any provision of this Contract, the DAA may, by giving written notice to the School Committee within the ten (10) school days next following conclusion of such period of twenty (20) school days, present the grievance for arbitration. The DAA may submit the grievance to the American Arbitration Association for arbitration in accordance with the applicable rules of the American Arbitration Association. The employee, the DAA and the Committee agree to accept and ratify the decision of the Arbitration. Any and all costs incurred by the Arbitration shall be shared equally by the DAA and the Committee.

- a. If at the end of the ten (10) school days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level Two of the procedure set forth in Section 4 above, the grievance shall be deemed to have been waived; and any grievance in course under such procedures shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefore by the said Section 4.
- b. If any employee covered by this Contract shall present any grievance without representation by the DAA, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the DAA shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.
- c. No written communication, other document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department for any employee involved in presenting such grievance.
- d. For the period from the close of school in June to the reopening in September, five (5) days shall be added to all time periods in the Article, and all time limits shall be based on calendar days.

ARTICLE III

Salaries

The Salaries of all persons covered by this agreement are set forth in the Salary Schedule (Appendix A), which is attached hereto and made a part hereof.

ARTICLE IV

Work Hours and Work Load

- A. The work year of all persons covered by this agreement is set forth in the Salary Schedule (Appendix A), which is attached hereto and made a part hereof.
- B. Unless excused by the Superintendent or his/her designee, assistant principals are to report a minimum of one-half hour before school opens in the morning and remain a minimum of one-half hour after school closes in the afternoon. It is therefore understood that the times indicated above are minimums and that the

persons covered by this agreement are expected to stay beyond this time if professional responsibilities so require; however, persons covered by this agreement are not expected to regularly extend their workday to attend to matters that are clearly out of his/her field of responsibility; i.e., custodial and security matters that are normally the responsibility of the custodial and maintenance staff.

The administrative work year will include time devoted to the effective opening and closing of school (and the summer work check list) and the requirements and procedures shall be developed cooperatively by the Superintendent and/or his/her designee with the persons covered by this agreement. This includes the scheduling of administrative workshops of system-wide concern.

C. Administrators may also be required to:

- a. serve on system-wide or level-wide committees, no more than one at a time unless the individual volunteers to do so; Chairmanship of such committees shall always be voluntary;
- b. attend all afternoon and evening meetings within the building that require his/her presence or that of his/her designee;
- c. attend regularly scheduled single session explanatory-type meetings called by the Superintendent or his/her designee;
- d. attend meetings called by the Superintendent or his/her designee because of emergency or exceptional circumstances.

D. Discretionary Time: As compensation to administrators for their numerous extended work days, evening hours and emergency calls, each administrator shall be granted two "discretionary" days per contract year. Administrators will request these days in advance, through the district's electronic absence approval system, for approval from his/her immediate supervisor. Whenever possible, in emergency situations a telephone call to the Superintendent, his/her designee, or the immediate supervisor, followed by the necessary paperwork will suffice. It remains the responsibility of the administrator to make arrangements and inform the Central Office that their respective buildings will have administrative coverage.

ARTICLE V

Informal Discussion

It is agreed that direct dialogue between the Committee and the administrators is desirable. Upon request by administrator representatives, there will be up to four (4) meetings during the school year between the Committee and administrator representatives at which time matters of mutual concern shall be discussed; provided, however, that these meetings shall not be used to discuss grievances arising under Article II or to negotiate modifications or additions to this agreement.

ARTICLE VI

Administrator Employment

The School Committee's policy of nondiscrimination will extend to students, staff, the general public, and individuals with whom it does business. No person shall be excluded from or discriminated against in admission to a public school of any town or in obtaining the advantages, privileges, and courses of student of such public school on account of race, color, sex, religion, national origin, sexual orientation, gender identity, or disability. If someone has a complaint or feels that they have been discriminated against because of their race, color, sex, religion, national origin, sexual orientation, gender identity, or disability, their complaint should be registered with the Title IX compliance officer.

ARTICLE VII

Transfers

- A. Definition: A transfer is defined as a change in the building assignment of an administrator.
- B. When a reduction in the number of administrators in a system is necessary, volunteers will be given first consideration for transfer. Administrators being involuntarily transferred as a result of a reduction in staff at a particular school or schools will, subject to the qualifications for the position, be given preference in filling vacancies over new employees.
- C. In determining the order in which involuntary transfers are made, seniority shall govern except in cases where the Superintendent determines that school system needs require an alternate procedure. Continuous employment in the

Dartmouth Public Schools, including period of leaves of absence shall be used to compute the length of service for such purpose.

- D. A list of open positions in other schools will, upon request, be made available to all administrators being transferred. Except as herein before specifically provided, in filling open positions, seniority shall govern except in cases where the Superintendent determines that school system needs require an alternate procedure. Continuous employment in the Dartmouth Public Schools, including period of leaves of absence shall be used to compute the length of service of such purpose.
- E. Notice of transfer will be given to administrators as soon as practicable and under normal circumstances not later than the second week in June.
- F. Administrators desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such request must be submitted as early as possible between September 1 and April 1 each school year. Requests must be renewed each year. All requests will be acknowledged in writing. The above does not supersede the requirements for posting as set forth in Article VIII.
- G. An involuntary transfer will be made only after a meeting is held between the involved employee and the Superintendent of Schools.
- H. If the Committee creates a new administrative category, the DAA shall be notified of these plans and provided with the opportunity to provide input into the salary and conditions of employment for that new position.

ARTICLE VIII

Vacancies and Promotions

- A. 1. All vacancies and promotional positions shall be posted in the office of each school and sent out via email to bargaining unit members. Such notices shall include the qualifications for the position and, so far as has been established, the salary and a description of the duties of the position. Promotional positions shall be understood to include any administrative position in the school district that would provide for an increase in compensation.
- 2. Such notice shall be emailed to each bargaining unit members' work email as far in advance as practicable, ordinarily at least fifteen (15) days before the final date when applications must be submitted, and in no event less than five (5) school days before such a date.

3. Notice of a vacancy shall not be advertised outside the school system before it is emailed pursuant to Section A.2 above.
 4. Administrators who desire to apply for such vacancies shall submit their applications in writing to the Superintendent in accordance with the conditions specified.
- B. Once the qualifications for a particular vacancy have been posted, they will not be changed unless the Association has been notified of such changes and the reasons therefore.

ARTICLE IX

Administrator Evaluation within Guidelines of the State

It is expressly agreed that the so-called "pilot program" for administrator evaluations which was agreed to and memorialized in a September 8, 2014 Memorandum of Understanding ("MOU") is extended and adopted as the standing administrator evaluation program until otherwise modified by agreement of the parties. (The MOU and appendices are attached hereto as a single Appendix B.) In light of this express agreement to adopt the pilot program as the standing evaluation program for administrators, the parties agree that the terms of Paragraphs 7 and 9 of the MOU are no longer applicable.

1. Administrators will have the right, upon written request and by appointment within a reasonable time, to review the contents of their personnel file.
2. No material derogatory to an administrators' conduct, service, character, or personality will be placed in his/her personnel file unless the administrator has had the opportunity to review such material. The administrator will acknowledge that he/she has had the right to review such material by affixing his/her signature to the copy, with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. A. No less than ten (10) school days before the School Committee is to make its final decision not to renew the Contract of an administrator without professional status for any reasons including reduction in force, the administrator will be informed by the Superintendent that there are strong indications that he/she will not be recommended for Contract renewal. The

administrator will then have the right to submit a written statement to be read by the Committee before it makes its final decision.

- B. Any complaint regarding an administrator made to a member of the central administration or School Committee by a parent, student or other person, which is deemed serious enough to require action will be reviewed with the administrator within five (5) days of the determination to take action.
- C. The Association recognizes the authority and responsibility of the central administration for disciplining or reprimanding an administrator for delinquency of professional performance. If an administrator is formally disciplined or reprimanded by a member of the Administration, however, he/she will be entitled to have an officer or a member of the DAA present.
- D. No administrator with professional status will be discharged, disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- E. Any administrator evaluation procedure adopted by the Committee shall be presented to the Association for approval prior to adoption. Before the new evaluation procedure is implemented by the Committee, administrators will have an opportunity to read and offer comment on it.

ARTICLE X

Use of School Facilities

- A. The Association will have the privilege of using school buildings for meeting without rental fees but will be responsible for other fees involved. Applications for the building will be made through the Administrative office.
- B. There will be a bulletin board in each school building and said bulletin board will be available to the officers of the Association or their designees (and the Administration) for displaying notices, circulars and other professional materials. The source of the material, notices, etc., must be readily identifiable.
- C. Officers of the Association or their designees may place notices, circulars, and other material in administrators' mailboxes. The material must bear the signature of stated endorsement of an authorized representative of the Association.

ARTICLE XI

Sick Leave

A. Administrators will be entitled to sick leave as follows:

17 days for 197 day employees
17 days for 202 day employees
18 days for 208 day employees
18 days for 217 day employees

as of the first official day of each school year. Exception: In the case of an administrator joining the Dartmouth staff for the first time and who does not report on the first official day of school because of illness, such sick leave will not become effective until the person actually starts work. The accumulation of sick leave days shall be unlimited. The School Committee may at its discretion grant an additional thirty (30) days in individual cases.

B. The parties agree to abide by the decision of the United States and Massachusetts Supreme Courts interpreting of Federal and State Constitutions, laws and regulations regarding the usage of sick leave for maternity.

C. Administrators may be required, at the discretion of the Superintendent, to furnish a certificate from an attending physician when sick leave extends beyond three (3) consecutive school days. In the case of frequent absences because of sickness, the superintendent may request that the individual furnish a certificate from a physician. The committee reserves the right to have an independent physician examine any administrator taking sick leave, at the Committee's expense, whenever in its opinion the administrator may not be entitled to sick leave benefits. The administrator shall have the right to present to the independent physician written statements from his/her personal physician or to have his/her personal physician in attendance at any required examination. The opinion of the independent physician shall be final.

D. Each administrator shall receive, prior to the opening of school in September, a notice giving the number of days' sick leave which he/she or she has accumulated to that time.

E. The Administrators' sick leave bank will be available for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be continued.

At the beginning of this contract, members of the professional staff covered by this agreement shall each contribute four (4) of their annual days of sick leave in

order to fund the bank. The bank shall be maintained at a minimum of four days per professional staff member after the first two years of maintenance. A maximum shall be four days per professional staff member.

The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed eight days.

Upon completion of the eight (8) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two members shall be designated by the Superintendent to serve at its discretion and two (2) members shall be designated by the Association. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness;
2. Prior utilization of all eligible sick leave;
3. Length of service in the Dartmouth School System.
4. Other extenuating circumstances.

If the sick leave bank is exhausted, it shall be renewed by the contribution of one additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional days will be deducted from the Administrators annual days of sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

- F. Upon termination of service after ten (10) years of employment, an administrator shall be paid fifteen dollars (\$15.00) per day for each of their first fifty (50) days of unused accumulated sick leave, and twenty dollars (\$20.00) per day for each of their next one hundred (100) days of unused accumulated sick leave.

ARTICLE XII

Temporary Leaves of Absence

- A. Administrators will be entitled to the following temporary leave of absence with pay each school year:
1. Each member of this bargaining group who works a work year of 197 or 202 days may receive up to a total of two (2) days for personal, legal, business, household or family matters which cannot be taken care of other than during school hours and provided that except in emergency situations, advance notice is given to the Superintendent. Members who work a 208 or 217 day work year shall receive three (3) days for the above purposes and with the same conditions. When a day is requested without advance notice, the specific reason for the request and a brief explanation of the emergency must be provided. Unused personal days may accumulate from year to year to a maximum of five. Accumulation of unused days shall take place on the basis of one per year until the maximum number is reached.
 2. At least two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature. The selection of places to visit shall be subject to the approval of the Superintendent or his designee. An evaluation report may be required by the Superintendent within one week. It should be routed through the building principal or appropriate director.
 3. Up to four (4) days for each death in the immediate family. The immediate family is considered to consist of the spouse, child, parent, sibling, grandparent, grandchild of the administrator and/or his/her spouse, and any other person residing in the household of the administrator.
 4. One (1) day for each death of a member of the family not considered immediate as listed above or for the death of a friend. This provision shall apply to the death of a friend only once per school year.
 5. A maximum of ten (10) days per school year will be allowed persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations definitely cannot be fulfilled on days when school is not in session. Administrators will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.
 6. Up to three (3) days for religious observance if said observance prohibits the administrator from working on said day.

7. Up to two (2) days for illness or health related needs of the administrator's family. Additionally, persons covered by this contract may also use two (2) of their own accumulated sick leave days per school year for illness or health related needs of their family.
 8. For days required to serve on Jury Duty. In cases where the administrator receives compensation for Jury Duty, the administrator shall be paid the difference between regular compensation from the Dartmouth Public Schools and the compensation received from Jury Duty. Travel allowance is not considered compensation paid by the court. Administrators will try to have jury duty scheduled when school is not in session.
- B. Leaves taken pursuant to Section A will not be subtracted from sick leave, unless indicated above.

ARTICLE XIII

Tenured Administrators' Leaves of Absence

- A. The Committee agrees an administrator with professional status may, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of holding an elected position or office in a professional association (state or national). Upon return from such leave, an administrator will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent during the period of such leave.
- B. A leave of absence without pay of up to two (2) years will be granted to any administrator with professional status enrolled full time in an accredited college or university for graduate study in the individual's field of instruction, if such study will directly benefit the school system. Upon return from such leave, an administrator will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent during the period of such leave. Such leaves will be granted on a school basis unless the Committee feels it would be in the best interest of the school system to allow them to begin or end in mid-year.
- C. A leave of absence without pay of up to two (2) years will be granted to any administrator with professional status who joins the Peace Corps, Vista or overseas dependents' school or serves as an exchange administrator and is a full-time participant in either of such programs. Request for such leave must be made by the April 15th prior to the first school year for which the leave is requested and must be accompanied by a written commitment from the above named agencies. Upon return from such leave, an administrator will receive

credit for up to two (2) years if the functions performed warrant such credit. It is understood that no more than two (2) tenured administrators can be absent under this provision at any given time.

- D. Military leave will be granted for up to two (2) years (or longer if a tour of duty is involuntarily extended) to any administrator with professional status who is drafted into any branch of the armed forces of the United States. Upon return from such leave, an administrator will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.
- E. Maternity leave shall be granted in compliance with Massachusetts General Laws, Chapter 149, Section 105D. The period of disability will be determined by doctor certification and limited to the period of time the employed was disabled and unable to work. Such leave will be charged to sick leave benefits as established under Article XI, Section A. A maternity leave of absence without pay of up to two (2) years will be granted to a pregnant administrator. An administrator who is pregnant may remain in active service until the termination of her pregnancy, provided that, as the end of the fourth month of pregnancy, she must furnish an appropriate medical certificate of her fitness to continue her position. In subsequent months, an administrator may be required to furnish further medical certification and at the end of the seventh month of pregnancy, the administrator must submit a written statement from her physician indicating how long she may safely continue her active employment prior to the expected date of confinement; and provided further that an administrator may be required to begin her leave under this Article if the Superintendent determines that she is not adequately performing the duties of her position. A physician's certificate of fitness may be required before an administrator may return to her position.
- F. An administrator with professional status who adopts a preschool child shall, upon request, be allowed an unpaid leave of absence of one (1) year for the purpose of child rearing for the year immediately following the adoption. In the event the leave of absence would expire during a school year, the administrator may not return during the school year without the approval of the Superintendent of Schools. If the Superintendent does not approve a return to school during mid-year, the administrator shall be reinstated the following September.
- G. Special unpaid leave for the purpose of caring for a newborn infant shall be granted to a male administrator with professional status, provided the administrator is the parent of the child or has the legal responsibility for the care and/or support of the child. Such leave shall be for a period of one (1) school year and begin on September 1.

H. An administrator who is on maternity leave shall not be entitled to accrue paid sick leave or other benefits during the period of such leave. The parties agree to abide by the decisions of the United States Supreme Court interpreting the Constitution and Federal laws and regulations established under such laws regarding usage of sick leave for maternity. Upon return from a maternity leave of absence, an administrator shall return to the appropriate step on the salary schedule. An administrator shall be restored to her regular position in the September or the mid-term, whichever occurs first, following one (1) year from the termination of her pregnancy. If an administrator elects not to return at that time, she may return at a subsequent September or mid-term period (up to two (2) years) from the time of the commencement of her leave provided a position for which the administrator is qualified is available.

If no position is available, the administrator shall be assigned to the first available vacancy for which she is qualified within the two (2) year limitation previously set forth in this section.

An administrator on maternity leave will notify the Superintendent in writing of her intention to return to school the following September by March 15 or within four (4) weeks following the termination of the pregnancy whichever is later.

- I. A leave of absence without pay or increment of up to one (1) year will be granted to an administrator with professional status for the purpose of caring for a sick member of the administrators' immediate family. The Committee has the right to ask the administrator to furnish appropriate medical evidence.
- J. After attaining professional status in the DARTMOUTH School System, an administrator may be granted a leave of absence, without pay or increment, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
- K. Any administrator whose personal illness extends beyond the time compensated by sick leave will, upon furnishing appropriate medical evidence, be granted a leave of absence without pay or increment for up to a remaining portion of the current school year.
- L. Other leaves of absence may be granted by the Committee.
- M. All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position for which he/she is fully qualified, if available.

- N. All requests for extensions or renewals of leaves will be applied for and reacted to in writing.
- O. By March 15th of each calendar year, all leaves of absence personnel must communicate in writing to the Superintendent of Schools, their intent to return for the next school year, their intent not to return for the next school year or their request to extend their leave.
- P. Persons covered by this contract who are granted leaves of absence pursuant to this Article may be required by the Committee to enter into a written agreement stating the terms of the granting of the leave including but not limited to a provision which would indicate that if appropriate notices were not given to the Committee by the administrator, or if the administrator does not return to his/her employment at the start of the next school year (unless a request to extend the leave has been granted), the administrator would be deemed to have resigned.

ARTICLE XIV

Sabbatical Leaves

Upon recommendation by the Superintendent of Schools, a sabbatical leave may be granted by the Committee to members of the professional staff covered by this Contract. The leave shall be subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent of Schools in writing in such form as may be required by the Superintendent of Schools no later than December 31, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
2. The person will have completed at least seven (7) consecutive full school years of service in the Dartmouth School System prior to start of sabbatical leave.
3. Persons on sabbatical leave will be paid at fifty (50) percent of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate. It is understood that the salary allotment provided by the School Committee will be reduced proportionately.
4. The person will agree in writing to return to employment in the Dartmouth School System for two (2) full years for a full year's leave. In default of completing the service agreement, he/she will refund a sum of money equal to

the total compensation received from the Town of Dartmouth while on sabbatical leave. Provided, however, if an administrator defaults for reasons beyond his/her control or if he/she defaults to take a position in another school system where such position would not be covered under the Dartmouth bargaining unit, he/she shall refund a pro-rata share of the sabbatical leave compensation based upon the length of time he/she returned to the Dartmouth School System.

5. Study must be:
 - a. at a college or university acceptable to the Committee
 - b. full-time graduate work as approved by the School Committee
 - c. in the individuals field of instruction, or in an area that will directly benefit the system. Independent research proposals undertaken in cooperation and consultation with the Superintendent will be considered.
6. The recipient of a sabbatical leave will be required to submit to the Committee two (2) progress reports each semester or term.
7. When the sabbatical leave has been completed, the individual shall submit a detailed report upon his/her work to the Committee.
8. The recipient of the sabbatical leave will be given credit on the salary schedule for the period of absence; however, no sick leave or other benefits will be earned during said absence.

ARTICLE XV

Professional Development and Educational Improvement

The Committee and Association agree that if administrators are to maintain their competence as educators and to contribute optimally to the Dartmouth educational program, particularly in such a rapidly changing world and as members of a profession whose responsibilities are ever-widening, members of the Association should undertake professional development on a continuing but reasonable basis. With this in mind, the following conditions are agreed upon:

- A. The Committee will pay the cost of tuition for in-service courses or courses at accredited colleges, universities or professional training schools which are taken at the written request of the Superintendent of Schools and with the approval of the Committee.

The Committee will pay up to one-half the cost for certification programs at accredited colleges or universities which are taken at the request of the Superintendent and with the approval of the Committee. The administrator will agree in writing to complete the prescribed certification program and remain in the employ of the Dartmouth Public Schools for three (3) years after the program's completion. In default of completing the agreement, the administrator will refund a sum of money equal to the total program contribution received from the Committee.

- B. The Committee will pay the reasonable expenses (including fees, meals, lodging, and transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions at the written request of the Superintendent.

Contingent upon available funds in the current school budget, the Committee will appropriate up to \$4,500 to reimburse bargaining unit members for reasonable expenses incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions which relate to the administrators area(s) of responsibility approved by the Superintendent. Such approval will not be unreasonably withheld. The opportunity to attend national, out-of-state conferences will be limited to a maximum of three unit administrators each year, and all members of the unit shall have an equitable opportunity to participate in such activities.

Within seven (7) days, participants in the aforementioned workshops, seminars, etc., will be required to submit a written report of their observations unless previously excused from doing so by the Superintendent.

The Committee will reimburse up to \$1000.00 annually, reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions that are a part of an individual professional development plan that supports building and/or system professional development goals and has been acknowledged by the building principal and approved by the Superintendent. In the alternative, the Committee will reimburse up to \$600.00 annually, for the actual costs of one (1) or more courses at an accredited college or university, to administrators who attend such courses that are part of an individual professional development plan that supports building and/or system professional development goals and has been acknowledged by the building principal and approved by the Superintendent.

Requests for reimbursements must be made prior to June 30th. Those received after June 30th for the prior year cannot be processed.

The proper documentation for professional workshops/courses taken in July and August must be submitted no later than Dec. 1 of the same year.

Reimbursement requests received after this period will not be processed.

Participants in the aforementioned workshops, seminars, courses, etc., may be required to submit a written report of their observations unless previously excused from doing so by the Superintendent.

- C. The Committee shall pay the cost up to \$400.00 annually, for one individual membership for each member of the unit in a professional organization which is related to the administrators' primary duties.
- D. Any approved professional development or educational improvement reimbursement requests must be submitted within the fiscal year (July 1 through June 30) that the activity took place in order to qualify for reimbursement.

ARTICLE XVI

Insurance, Annuity, and Credit Union

- A. 1. The Town of Dartmouth will pay the maximum percentage permitted by Town Meeting enactment or referendum of the costs of the following types of insurance coverage:
 - a. A \$10,000 term life insurance plan of the type presently available to administrators
 - b. Individual or family coverage, whichever applies in the particular case, for Blue Cross/Blue Shield or any other suitable carrier selected by the Town of the type presently available to administrators.
- 2. In the event an administrator resigns from the School System after June 1 but prior to September 1, the administrator will be entitled to all benefits available to resigned employees under the prevailing health insurance contract.
- 3. Administrators will be eligible to voluntarily participate in a "Tax Sheltered" Annuity Plan established pursuant to M.G.L. Chapter 71, Section 37B and a Credit Union on a payroll deduction basis.

ARTICLE XVII

Dues Deduction

- A. The Committee agrees to deduct from the salaries of its employees dues for the Dartmouth Administrators Association as said administrators individually and voluntarily authorize the Committee to deduct and to transmit the monies promptly to such Association.
- B. The Dartmouth Administrators' Association named in Section A will certify to the Committee in writing the current rate of membership dues. The Committee will be given thirty (30) days written notice prior to the effective date of any change in membership dues.
- C. Deductions shall be made weekly from November until June.
- D. No later than October 15 of each year, the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee (such authorization to be stated prior to September 30) to deduct dues for any of the Associations named in Section A above. The Committee will notify the Association monthly of any changes in said list. Any administrator desiring to have the Committee discontinue deductions he/she has previously authorized must notify the Committee and the Association concerned in writing by September 30th of each year for that school year's dues.
- E. The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this Article.
- F. It is agreed that the School Committee accepts payroll deductions for the purpose of a credit union. This provision will take effect and become part of the contract if the Town Treasurer agrees to implement payroll deductions for the individual Credit Union accounts.

ARTICLE XVIII

General

- A. There will be no reprisals of any kind taken against any administrator by reason of his/her membership in the Association or participation in its activities.

- B. 1. If negotiation meetings between the Committee and the Association are scheduled during a school workday, appropriate representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings.
2. Should a grievance reach arbitration and should it become necessary for a school representative, member of the DAA or other representative designated by the Association to attend a hearing during a school day, he/she will, upon notice to his/her principal or immediate superior and to the Superintendent by the President of the DAA or his/her designee be released without loss of pay as necessary in order to attend said hearing. Any administrator whose appearance in such hearings as witness is necessary will be accorded the same right.
- C. Administrators will be entitled to full rights of citizenship and no administrator will be disciplined or discriminated against with respect to professional employment because of his/her exercise of such rights.
- D. The Committee will, upon request, provide the Association with any non-personal public documents which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the administrators and their students, together with any other available information which may be necessary for the Association to process grievances under this agreement.
- E. As soon as possible after official School Committee meetings, the Administration will make available to the Association accepted and released copies of minutes of such meetings and all other printed materials that are made available to the public and distributed at such meetings. A copy of the official agenda of any upcoming meetings, and any attached documents of a public nature, shall be transmitted to the President of the Association (or his/her designee) prior to said meetings.
- F. The Association will notify the Superintendent of all upcoming meetings it may have for its full membership. Agendas will be made available as will copies of all printed materials of a public nature distributed to its membership.
- G. The Committee will transmit an electronic version of the Agreement to the Association for distribution to bargaining unit employees as soon as possible after execution.
- H. This Agreement constitutes a part of Committee policy for the term of said Agreement, and the Committee and Association will carry out the commitments contained herein and give them full force and effects as Committee and

Association policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this agreement.

- I. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provision or applications will continue in full force and effect.
- J. The Association shall furnish the Superintendent with a list of its officers and members and as soon as possible, notify the Superintendent in writing of any change herein.
- K. The Committee shall furnish the Association with the names of any person or persons empowered by it to conduct negotiations with the Association.
- L. This Agreement is subject to all applicable Federal, State and Local Laws now or hereafter in effect and to rulings of the Massachusetts Board of Education having the effect of law.
- M. Administrators who live outside Dartmouth may enter their offspring into the Dartmouth Public Schools tuition free.
- N. Pursuant to the provisions of Section 12, of Chapter 150E of the Commonwealth of Massachusetts, it is agreed that:
 - 1. As a condition of his/her employment while this agreement shall continue in effect, every employee covered by this agreement, who is not a member of the Association, shall pay, or by payroll deduction shall have paid to the Association, an Agency Service Fee equal to costs for negotiation and administration of the Agreement up to 100% of the dues of the Dartmouth Administrators' Association.
 - 2. Payment of the Agency Fee shall be in accordance with the schedule established for payment of Association dues and the dues of other professional organizations required for Association membership provided, however, that in no case shall such payments be required before the 30th day next following the date of the beginning of the employee's employment.
 - 3. Prior to October 1 of each year, the Treasurer of the Association will submit a letter to the Town Treasurer and to the Superintendent of Schools certifying the amount of dues for the current school year.

ARTICLE XIX

Reduction in Force

In the event it becomes necessary to make full or partial reduction in staff within the school system, to the extent provided by statutes, then no tenured administrator shall be laid off if there is a non-tenured administrator serving in a position that an administrator with professional status is qualified to fill.

In determining the order in which an administrator with professional status shall be laid off, administrative seniority, level(s) of previous experience within the system, and certification(s) shall govern within the bargaining unit except in cases where the Superintendent determines there is a significant difference in performance during the most recent three-year period including the year in which the layoff decision is made or system needs require a specific alternative. Continuous employment in the Dartmouth Public Schools including period of leaves of absence shall be used to compute the length of service for such purposes.

Administrators who are on lay-off because of reduction in staff shall, for the first two years after the effective date of lay-off, retain recall rights to fill vacancies and new positions within the administrative unit from which they were laid off.

The status of administrators with respect to professional status shall not be altered by a layoff. Administrators with professional status who are recalled shall be recalled with professional status and administrators without professional status shall be credited with all prior service within the system for purposes of establishing three years of continuous service toward professional status. All administrators, if recalled, will be credited with all benefits accrued up to the time of layoff.

ARTICLE XX

Strike

During the withdrawal of services by an employee group, the Administrators will do everything within their power to protect and guide the students who report to school, maintain communications within the community among, parents, teachers and the public and seek through reasonable methods to protect school property.

ARTICLEXXI

Payment of Accumulated Unused Benefits
to the Beneficiary of the Estate of a Deceased Administrator

The Committee agrees to pay any and all accumulated vacation and sick leave benefits to the beneficiary or estate of an administrator who dies while serving as an administrator or employee of the Dartmouth Public Schools.

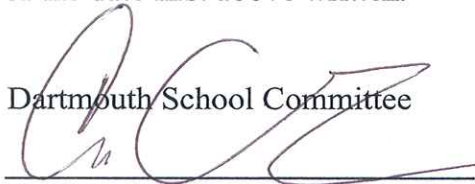
ARTICLE XXII

Duration

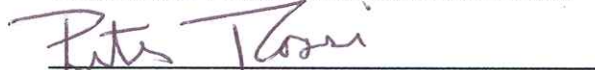
The provisions of this Agreement shall be effective on July 1, 2020 and will continue in full force and effect through June 30, 2022 and shall be automatically renewed from year to year unless by October 1 in any succeeding year, either party notifies the other in writing of its desire to terminate this Agreement and by November 1, submit in writing proposed modifications.

IN WITNESS WHEREOF the parties to this Agreement have caused these presents to be executed by their agents hereunto duly authorized, and their seals to be affixed hereto, as of the date first above written.

Dartmouth School Committee



Dartmouth Administrators Association



Peter Rossi



Audra Thomas

Date:

11/19/2020

Appendix A

1. Longevity

No. of Years

15 years	1,700
20 years	1,800
25 years	1,900
30 years	2,000

2. Administrators shall be paid on a fifty-two (52) week basis. Administrators whose work year is less than 222 days will be paid weekly during the school year and receive a lump sum payment during the second week after the close of school equal to the balance of their annual salary. Payroll shall be processed through direct deposit.
3. Additions to and deductions from administrators' salary shall be made at the per diem rate.
4. Administrators with twenty (20) years of service in the Dartmouth School System will be entitled to a salary increase of \$500 over and above the applicable step in the then existing salary schedule in the final year before retirement. In order to receive such adjustment in salary schedule, the administrator must notify the Committee in writing of his/her intention to retire by October 1 of the school year at the end of which the administrator intends to retire.
5. Administrators with twenty-five (25) years of service in the Dartmouth School System shall receive \$1,000 in accordance with the provisions set forth above.
6. Before May 1 of the year of retirement, the administrator must submit satisfactory evidence that notice of retirement has been given to the Massachusetts Teachers Retirement Fund. Failure to submit such evidence will result in the deduction of \$500 from the succeeding paychecks.
7. A one-time payment of \$2,500 will be paid to each administrator upon leaving the bargaining unit. This payment can only be made to individuals who employed by the Dartmouth Public Schools as of June 30, 1992 and who are, at the time of leaving, covered under this Agreement.

Holidays:

Bargaining unit employees shall not be required to work on the following days:

Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Columbus Day	New Year's Day
Veterans' Day	Martin Luther King, Jr. Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Day before Christmas Day	Patriot's Day (provided school is not in session)
Memorial Day	

HEALTH INSURANCE

The Town of Dartmouth through the Dartmouth School Committee will offer the following health insurance plans to bargaining unit members:

- PPO
- HMO
- HMO High Deductible HSA

In contract years 2020-21 and 2021-22 only, the Town will make a contribution to the HSA of employees enrolled in the HMO High Deductible Plan as follows:

- Individual Plan: five hundred dollars (\$500)
- Family Plan: one thousand dollars (\$1,000)

In contract year 2020-21 only, the entire Town contribution to the HSA of employees enrolled in the HMO High Deductible Plan will be made at the start of the health insurance year, prorated by month for employees who enroll during the health insurance year.

Starting in contract year 2021-2022 only, the Town contribution to the HSA of employees enrolled in the HMO High Deductible Plan shall be made incrementally in equal installments by pay period.

In contract year 2020-21 and beyond, employer/employee health insurance premium contributions shall be as follows:

Plan	Employer	Employee
PPO	54%	46%
HMO	54%	46%
HMO High Deductible	60%	40%

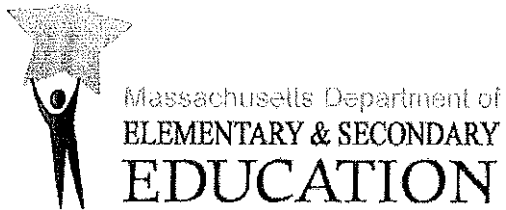
Administrators' Salary Schedule for FY 21-22

FY21 – 2.0%	Step 1	Per Diem	Step 2	Per Diem	Step 3	Per Diem	Step 4	Per Diem	Step 5	Per Diem	Work Year
Associate Principal(s)	102,350	471.66	105,516	486.25	108,782	501.30	112,146	516.80	119,567	551.00	217
Assistant Principal(s) HS & MS	98,105	471.66	101,140	486.25	104,270	501.30	107,494	516.80	114,608	551.00	208
Assistant Principal(s) Elementary	95,275	471.66	98,223	486.25	101,263	501.30	104,394	516.80	111,302	551.00	202
Early Childhood Director*	95,275	471.66	98,223	486.25	101,263	501.30	104,394	516.80	111,302	551.00	202
Director of HS Counseling & Support Serv.	90,559	471.66	93,360	486.25	96,250	501.30	99,226	516.80	105,792	551.00	192
Dir. Health, Phys Ed. & Athletics	102,350	471.66	105,516	486.25	108,782	501.30	112,146	516.80	119,567	551.00	217
Director of Music	92,917	471.66	95,791	486.25	98,756	501.30	101,810	516.80	108,547	551.00	197

FY22 – 2.5%	Step 1	Per Diem	Step 2	Per Diem	Step 3	Per Diem	Step 4	Per Diem	Step 5	Per Diem	Work Year
Associate Principal(s)	104,909	483.45	108,155	498.41	111,501	513.83	114,949	529.72	122,557	564.78	217
Assistant Principal(s) HS & MS	100,558	483.45	103,669	498.41	106,877	513.83	110,182	529.72	117,474	564.78	208
Assistant Principal(s) Elementary	97,657	483.45	100,679	498.41	103,794	513.83	107,003	529.72	114,086	564.78	202
Early Childhood Director*	97,657	483.45	100,679	498.41	103,794	513.83	107,003	529.72	114,086	564.78	202
Director of HS Counseling & Support Serv.	92,822	483.45	95,695	498.41	98,655	513.83	101,706	529.72	108,438	564.78	192
Dir. Health, Phys Ed. & Athletics	104,909	483.45	108,155	498.41	111,501	513.83	114,949	529.72	122,557	564.78	217
Director of Music	95,240	483.45	98,187	498.41	101,225	513.83	104,355	529.72	111,262	564.78	197

* Additional days of work shall be scheduled on an as-needed basis and paid at the per diem rate

The following Massachusetts Model System for Educator Evaluation (dated June 2012) shall set forth the evaluation system for this contract.



Massachusetts Model System for Educator Evaluation

Part IV: Model Collective Bargaining Contract Language

Appendix D. Administrator Contract Language

June 2012

Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street, Malden, MA 02148-4906
Phone 781-338-3000 TTY: N.E.T. Relay 800-439-2370
www.doe.mass.edu



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Commissioner

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1) **Purpose of Educator Evaluation**

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

2) **Definitions**

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

- i) **Developing Educator Plan** shall mean a plan developed by the New Administrator and the Evaluator for one school year or less.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Administrator for Experienced Administrators who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Administrator and the Evaluator of one school year or less for Experienced Administrators who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Experienced Administrators who are rated unsatisfactory with goals specific to improving the Administrator's unsatisfactory performance. In those cases where an Administrator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- F) ESE:** The Massachusetts Department of Elementary and Secondary Education.
- G) Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- H) Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Administrator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Administrator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Administrator's progress through formative assessments, evaluating the Administrator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Administrators Assigned to More Than One Building:** The superintendent or designee will determine who the primary evaluator is for each Administrator who is assigned to more than one building.
 - iv) **Notification:** The Administrator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Administrator.
- I) Evaluation Cycle:** A five-component process that all Administrators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

- J) **Experienced Administrator:** An administrator who has completed three school years in the same position in the district
- K) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- L) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- M) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Administrator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative leadership Practice, or both.
- N) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator Plan. A goal may pertain to any or all of the following: Administrator practice in relation to Performance Standards, Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement Goals may be developed by individual Administrators, by the Evaluator, or by teams, departments, or groups of Administrators who have the same role.
- O) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- Q) **New Administrator:** An administrator who has not completed three years in the position in the district
- R) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Administrator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. School or worksite observations conducted pursuant to this article must result in feedback to the Administrator. Normal supervisory responsibilities of evaluators will also cause them to drop in on other activities in the school or worksite at various times as deemed necessary by the evaluator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Administrator, are not observations as defined in this Article.
- S) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Administrators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- T) **Performance Rating:** Describes the Administrator's performance on each performance standard and overall. There shall be four performance ratings:

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

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

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

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

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

When the four Standards of Effective Administrative Leadership Practice are referenced, it is understood that they may be supplemented or substituted in part in the Educator Plan by appropriate Standards of Effective Teaching Practice for those administrators who also serve as teachers or caseload educators, at the discretion of the evaluator.

- Y) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Administrative Leadership Practice are used to rate Administrators on Performance Standards, as are Standards and Indicators of Effective Teaching Practice in cases where the Administrator teaches. These rubrics consist of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.04, and, where appropriate 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.04, and where appropriate 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- Z) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Administrator's performance against Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan.
- AA) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- BB) **Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Administrator's rating on impact on student learning as high, moderate or low.

3) Evidence Used In Evaluation

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

- A)** Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Administrator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) The appropriate measures of the Administrator's contribution to student learning, growth, and achievement shall be set by the district. The measures set by the district should be based on the Administrator's role and responsibility.

- B)** Judgments based on observations and artifacts of practice including, but not limited to:
 - i) Unannounced observations of practice of any duration.
 - ii) Examination of Administrator work products.
 - iii) Examination of student and educator work samples.

- C)** Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Administrator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plan, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback - see# 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Administrator. Other relevant evidence could include information provided by other administrators, principals and/or the superintendent.

4) Rubric

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

5) Evaluation Cycle: Training

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

6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Administrator completing and submitting to the Primary or Supervising Evaluator a self-assessment by September 10th or within two weeks of the start of their employment at the school.
 - ii) The self-assessment includes:

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

B) Proposing the goals

- i) Administrators must consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams, or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. Administrators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For New Administrators in their first year in a position, the Evaluator or his/her designee will meet with each Administrator by September 10 (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after September 10th) to assist the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that a New Administrator in his/her second or third years in the current position should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, they may address appropriate shared team goals.
- iv) For Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Administrators may include individual professional practice goals that address enhancing skills that enable the Administrator to share proficient practices with colleagues or develop additional leadership skills.
- v) For Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

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

- A) Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual

Administrators, by the Evaluator, or by teams of Administrators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Administrator has proposed in the Self-Assessment, using evidence of Administrator performance and impact on student learning, growth and achievement based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator. The process for determining the Administrator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Administrators meet with the Evaluator at the end of the previous evaluation cycle or by September 15th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
 - ii) For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by September 15th or within three weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
- D) The Evaluator completes the Educator Plan by October 1st. The Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Administrator's signature indicates that the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator Plan.

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

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

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

- A) The Administrator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Administrator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Administrator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced

observation, The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) Observations

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

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

A) Unannounced Observations

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

B) Announced Observations

- i) All Experienced Administrators on Improvement Plans and other Administrators at the discretion of the evaluator shall have at least one Announced Observation,
 - (a) The Evaluator shall select the date and time of the activity to be observed and discuss with the Administrator any specific goal(s) for the observation,
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Administrator, the Evaluator and Administrator shall meet for a pre-observation conference. In lieu of a meeting, the Administrator may inform the Evaluator in writing of the nature of the activity, the purpose served, the desired outcome, and any other information that will assist the Evaluator to assess performance
 - (1st) The Administrator shall provide the Evaluator a draft of the activity plan or agenda. If the actual plan or agenda is different,

the Administrator will provide the Evaluator with a copy prior to the observation.

- (2nd) The Administrator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Administrator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Administrator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Administrator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Administrator with written feedback within 5 school days of the post-observation conference. For any standard where the Administrator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Administrator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Administrator may use in his/her improvement.
 - (4th) State that the Administrator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

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

fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may provide to the evaluator additional evidence of the Administrator's performances against the four Performance Standards.

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

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

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

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

14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report which must be written and provided to the Administrator by June 1st.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Administrator receives.
- D) For an Administrator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the Administrator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Administrator shall, at a minimum, have been rated proficient on the Instructional Leadership Standard of Effective Administrative Leadership Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Administrator, the Administrator will provide to the Evaluator evidence of family outreach

and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals, The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.

- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face, by email or to the Administrator's school mailbox or home no later than June 1st.
- J) The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.
- K) The Evaluator may meet with the Administrator rated proficient or exemplary to discuss the summative evaluation, if either the Administrator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Administrator and the Evaluator may develop the Self-Directed Growth Plan for the following work year during the meeting on the Summative Evaluation report.
- M) The Administrator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Administrator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Administrator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Administrator's personnel file.

15) Educator Plans - General

- A) Educator Plans shall be designed to provide Administrators with feedback for improvement, professional growth, and leadership; and to ensure Administrator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Administrator's responsibility;
 - iii) An outline of actions the Administrator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Administrator will participate in as a

means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

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

18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Experienced Administrators whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Administrator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.
- D) For an Administrator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Administrator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Administrator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Administrator as unsatisfactory and will place the Administrator on an Improvement Plan for the next Evaluation Cycle.

19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Experienced Administrators whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide effective leadership for students, staff and the community and provide students with the best instruction, it may be necessary from time to time to place an Administrator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Administrator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Administrator at the end of the period determined by the Evaluator for the Plan.
- D) An Administrator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Administrator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Administrator must take to improve and the assistance to be provided to the Administrator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Administrator that the Administrator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Administrator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Administrator.
 - ii) The Administrator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Administrator consents, the Employee Organization/Association will be informed that an Administrator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Administrator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Administrator;

- iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Administrator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Administrator and Supervising Evaluator.
- H)** A copy of the signed Plan shall be provided to the Administrator. The Administrator's signature indicates that the Administrator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I)** Decision on the Administrator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 15th. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Administrator has improved his/her practice to the level of proficiency, the Administrator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is making substantial progress toward proficiency, the Evaluator shall place the Administrator on a Directed Growth Plan.
 - (c) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.
 - (d) If the Evaluator determines that the Administrator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.

Administrator Timelines (DAA/CO)

One Year Plans (Developing Educators)

Activity:	Completed By:
Superintendent meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year New Administrators to assist in self-assessment and goals setting process Administrator submits self-assessment and proposed goals	October 1
Evaluator meets with Administrator 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 authorizes Educator Plans	November 1
Evaluator should complete first observation of each Administrator	November 15
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) or four weeks before Formative Assessment Report date established by Evaluator	January 15
Evaluator should complete mid-cycle Formative Assessment Reports for Administrators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Administrator	February 15
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) or 4 weeks prior to Summative Evaluation Report date established by evaluator	May 1
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Administrators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Administrators whose ratings are proficient or exemplary at request of Evaluator or Administrator	June 10
Administrator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

Administrator Timelines (DAA/CO) Two

Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15 of year 1</i>
Administrator submits self-assessment and proposed goals	October 1 of year 1
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15. of year 1
Evaluator authorizes Educator Plans	November 1 of year 1
Evaluator completes unannounced observation(s)	Any time during the 2- year evaluation cycle
Administrator submits evidence on Parent outreach, Professional growth, Progress on goals (and other <u>standards, if desired</u>) * or two weeks before Formative Evaluation Report date established by Evaluator	May 1 of year 1 *
Evaluator completes Formative Evaluation Report	<i>May 31 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting (if requested)	<i>June 1 of Year 1</i>
Administrator submits evidence on Parent outreach, Professional growth, Progress on goals (and other <u>standards, if desired</u>) * or two weeks before Summative Evaluation Report date established by Evaluator	May 1 of year 2 *
Evaluator completes Summative Evaluation Report	May 31 of Year 2
Evaluator conducts Summative Evaluation Meeting, (if requested)	June 10 of Year 2
Evaluator and Administrator sign Summative Evaluation Report	June 15 of Year 2

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Administrator Evaluation

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

24. Using Staff feedback in Administrator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties shall agree on a process for identifying the Educator Plan that each Administrator will be placed on during the Administrator's first year being evaluated under the new procedures, providing that Administrators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

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

Available June 18, 2012

Self-Assessment Form - Administrator



Administrator 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 administrator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data.

Team, if applicable: _____

List Team Members below:

_____	_____
_____	_____
_____	_____

Self-Assessment Form - Administrator

Administrator Name/Title: _____

Part 2: Assessment of Practice against Performance Standards of Effective Leadership

Citing the School-Level Administrator 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 administrator, but Part 2 can also be used by teams in preparation for proposing team goals.

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 - Administrator



Administrator
Name/Title: _____

Primary Evaluator-Name/Title: _____

Supervising Evaluator, if any-Name/Title/Role in evaluation:

School(s): _____

Check all that apply: Proposed Goals Final Goals Date: _____

Requirements:

- At least one student learning goal;
- At least one professional practice goal;
- Two to four goals directly related to school improvement priorities for the year and aligned with district priorities.

For each goal, key actions, timelines, and benchmarks will be used to assess progress in achieving the goal.

Attach pages as needed for goals or revisions made to proposed goals during the development of the Educator Plan.

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

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.