

AGREEMENT  
BETWEEN THE  
DRACUT SCHOOL COMMITTEE OF  
DRACUT, MASSACHUSETTS  
AND THE  
DRACUT ADMINISTRATOR'S ASSOCIATION

July 1, 2023

TO

June 30, 2026

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## INTRODUCTION

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made to be effective on July 1, 2023 by the School Committee of Dracut, Massachusetts (hereinafter referred to as the Committee) and the Dracut Administrators' Association (hereinafter referred to as the Association). This Agreement will supersede any agreement previously agreed to between the two parties.

## PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Dracut and that good morale within the administrative staff of the Dracut School System is essential to the achievement of that purpose, we, the undersigned parties to this agreement, declare that:

1. Under the Law of Massachusetts, the Committee, elected by the citizens of Dracut, has final responsibility for establishing the educational policies of the public schools of Dracut, Massachusetts.
2. The Superintendent of Schools of Dracut, Massachusetts (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established.
3. The administrative staff of the public schools of Dracut has the responsibility to assist administratively in insuring in and providing the highest possible educational quality and efficiency of the Dracut Public Schools by recommending to the above two parties, ways and improvements thereto.
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information among the Committee, the Association and the Superintendent in the formulation and application of policies relating to wages, hours, and other conditions of employment for the administrative staff.
5. To give effect to these declarations, the following principles and procedures are hereby adopted.

**ARTICLE I**  
**RECOGNITION**

1.01 For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and resolving any questions arising thereunder, the Committee recognizes the Association, as affiliated with Massachusetts Teachers Association/National Education Association (MTA/NEA), as the exclusive bargaining agent and representative of the Dracut Administrators' Association, consisting of:

Vice-Principals - Dracut Senior High School  
Vice-Principals - Richardson Middle School  
Vice-Principals - Elementary Schools  
Dean of Students  
Supervisor of Health Services  
Assistant Director of Student Services

Unless otherwise indicated, employees included in the above-defined Dracut Administrators' Association hereinafter will be referred to as "Administrators/members".

1.02 Subject to the provisions of this Agreement, the Committee and the Superintendent reserve and retain full rights, authority, and discretion, in the proper discharge of their duties and responsibilities, to control, supervise and manage the Dracut Public Schools and its professional staff (Association members) under governing laws, ordinances, rules and regulations, Municipal, State and Federal, including, but not limited to, the terms and conditions of the Education Reform Act of 1993.

**ARTICLE II**  
**COMPENSATION AND OTHER**  
**CONDITIONS OF EMPLOYMENT**

- 2.01 The Superintendent/Committee shall fix the initial salary rate of any new member entering into the Association.
- 2.02 The Superintendent/Committee reserves the right to place a newly hired Administrator on any particular level of the salary schedule as such placement is deemed to be in the best interest of the Dracut Public Schools. Such placement shall be based upon the administrative experience level of the newly hired Administrator(s) as determined by the Superintendent.
- 2.03 Following acceptance of the initial salary for administrative services in the Dracut Public Schools, the particular Administrator will subsequently proceed on the salary schedule as set forth in Appendix A, and in accordance with its general provisions.
- 2.04 **Transportation Reimbursement** – Dracut Administrators’ Association personnel will be reimbursed at the rate established by the Internal Revenue Service, per mile, for any travel necessitated for the performance of education responsibilities.
- 2.05 An administrator who retires during the contract year shall receive the negotiated salary increases.

**ARTICLE III**  
**DEDUCTIONS**

- 3.01 The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Dracut, Massachusetts all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Agreement.
- 3.02 Payroll deductions for Federal Income Tax, Commonwealth of Massachusetts Tax, and Administrator's Retirement are made from each installment. Payments for Administrators' Association dues, Blue Cross and Blue Shield, or other Health Maintenance Plan, Credit Union, other group insurance or special insurances available through Association membership, tax sheltered annuities, and donations to be recognized charities for designated deductions is signed by the individuals employed in the system at the beginning of the school year and filed in the office of the Superintendent by October 15. Administrators employed subsequent to the beginning of the school year will be afforded opportunity to make authorized deductions.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

4.01 **Purposes** – The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level and nothing in this Agreement shall prevent any employee from presenting his/her own grievance.

4.02 **Definition** – “Grievance” is hereby defined to mean a complaint, in writing, by an Administrator/member or a group of Administrators/members that is based upon an alleged violation of or an alleged variation from the provisions of this Agreement, or interpretation, meaning, or application thereof. The written statement of the grievance shall state the complaint, why the complaint exists, and remedy sought. A copy of said written grievance shall be filed with the Association forthwith.

4.03 **Procedure** – The parties agree that said written grievance shall be submitted originally to the lowest appropriate level capable of resolving said grievance by virtue of the authority vested in the individual(s) designated by the procedure as handling the grievance at that level.

4.03.1 **Level One** – The aggrieved employee and a representative of the Association shall discuss the grievance with an immediate supervisor, who is not a member of the Association, in an effort to resolve the matter.

4.03.2 **Level Two** – If at the end of five (5) work days after the discussion at Level One, the grievance shall not have been resolved to the employee’s satisfaction, the grievance may, within five (5) work days, be presented to the Superintendent, or his/her designee, who shall meet with the aggrieved employee and the representative of the Association in an effort to settle the grievance.

4.03.3 **Level Three** – If at the end of five (5) work days, next following the submission of the grievance to the Superintendent, the grievance shall not have been resolved to the employee’s satisfaction, the grievant may within five (5) work days be presented to the Committee in an effort to settle the grievance.

The Committee, in conjunction with the Superintendent, shall determine whether a grievance submitted at this level is within the jurisdiction of the Committee in accordance with the Education Reform Act of 1993. Should the Committee determine that the grievance is not within its jurisdiction after being

presented in Executive Session at the next regular meeting after receipt, the Committee shall so notify the Association in writing within ten (10) workdays thereafter. The Association may then proceed to Arbitration as provided in paragraph 4.03.4 below.

4.03.4 **Level Four** – If at the end of fifteen (15) work days next following submission of the grievance to the Committee, or as provided in 4.03.3 due to lack of jurisdiction or the grievance shall not have been resolved to the satisfaction of the Association, and if the grievance shall involve the interpretation or application of any provision of this Agreement, the Association may within ten (10) work days submit the grievance for arbitration to the American Arbitration Association in accordance with its Voluntary Labor Rules. The Arbitrator's award shall be final and binding on the Committee, the Association and the aggrieved employee.

The expense of such arbitration shall be shared equally by the Committee and the Association.

Grievances filed during the summer months of June, July and August shall be extended by mutual agreement to the following September at which time the time limits specified herein will apply to any such Grievance.

- 4.04 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement.

**Miscellaneous**

- 4.05.1 The parties agree that the resolution of each grievance submitted under the above procedure shall be consistent with the terms of this Agreement.
- 4.05.2 The Association, if it so desires, may be heard at any level of this procedure.
- 4.05.3 For any complaint that is informally settled without it becoming a grievance, the parties agree that the resolution thereof shall be consistent with the terms of this Agreement. However, such informal settlement(s) shall neither bind the parties to the settlement nor be regarded as precedent(s) in any subsequent proceeding(s).
- 4.05.4 If at the end of the twenty (20) work days next following the occurrence of any grievance, or the date that the employee knew or should have known of its occurrence, the grievance shall not have been presented at Level One of the procedure set forth above, the grievance shall be deemed to have been waived; and any grievance in course under such procedure 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 procedure.

- 4.05.5 No written communication, other document, or record relating to any grievance for any employee involved in presenting such grievance shall be filed in a member's personnel file.

**ARTICLE V**  
**ASSOCIATION MEMBERS PROTECTION,**  
**CITIZENSHIP RIGHTS,**  
**USE OF FACILITIES AND ACTIVITIES**

- 5.01 The Committee recognizes that membership in the Dracut Administrators' Association and participation and leadership in the Association activities are the legal rights of any Administrator/member.
- 5.02 Administrators will be entitled to full rights of citizenship and no religious or political activities of any Administrator, or the lack thereof, will be grounds for discipline or discrimination with respect to the professional employment of such Administrator/member.
- 5.03 Decisions affecting the Administrators/members employment, including but not limited to, appointments and assignments shall be made without regard to race, creed, color, religion, nationality, sex, age, or marital status.
- 5.04 The Committee authorizes the Superintendent at his/her discretion to grant to the Association the right to use school building facilities, without costs, at reasonable times for Association activities.
- 5.05 The Association will be granted time for the purpose of conducting Association business by officially designated personnel of the Association. Such time will be subject to the approval of the Superintendent.

**ARTICLE VI**  
**EVALUATION**

- 6.01 The prime purpose of evaluation is to improve the supervision and instruction of all professional personnel. Therefore, all observations and evaluations of administrative employees and/or those holding positions covered by this Agreement will be conducted in a professional manner.
- 6.02 The Superintendent shall require the evaluation of all Administrators without Professional Status every year and shall require the Evaluation of all Administrators' with Professional Status at least once every two (2) years. Professional Status shall be defined as three (3) previous consecutive appointments within the District and one (1) day. Professional Status is defined under M.G.L. Chapter 71, Section 41.

The Educator Evaluation System is attached at Exhibit B.

- 6.03 Any Association member may be visited/observed by the Superintendent or his/her designee at any time.

- 6.04 No Administrator will be disciplined, reduced in rank or compensation, or be deprived of any professional advantage unless for good cause, and being given the reasons for such action and an opportunity to discuss it with the Superintendent. This discussion will take place before any action is taken by the Committee.
- 6.05 Each Administrator/member has the right, upon request, to review and make copies of the contents of his/her individual personnel file, said file to be maintained in the Superintendent's office. An Administrator/member may, if he/she wishes, have a representative of the Association accompany him/her during such review. The Superintendent, or his/her designee, is also entitled to be present during such review.
- 6.06 No material derogatory to an Administrators/member's conduct, service, character or personality will be placed in his/her individual personnel file unless the Administrator/member has had an opportunity to review the material. The Administrator/member will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator/member 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.
- 6.07 Any complaint against an Administrator/member will be called to the attention of the Administrator/member prior to any administrative action taken against the Administrator/member.

**ARTICLE VII**  
**WORK DAY AND WORK YEAR**

7.01 The Committee and the Association agree that the work year shall consist of 205 days between July 1<sup>st</sup> and June 30<sup>th</sup>. This work year will include all the calendar days that teachers are required to work, along with five (5) days before the first day of school and five (5) days after the last day of school. With approval of the building principal, the association members may shift any or all of those five (5) days prior to the first day of school and/or any or all of the five (5) days after the last day of school to other days of the work year. Scheduling of the remaining thirteen (13) work days shall be negotiated between the building principal and the association member.

Further, that Friday after Thanksgiving, Good Friday, the day before Christmas, the day after Christmas, and the day before New Year's Day shall be included as holidays, in addition to all other Federal holidays, but only if school is not in session on that day. In the event that any authorized holiday should fall on a weekend day, Association members would be allowed a paid holiday on the previous Friday for a Saturday holiday and the following Monday for a Sunday holiday. Such an accommodation would only take place if school is not in session on that Friday or Monday. Otherwise, such paid leave would not be authorized.

7.02 Except in emergencies, an Administrator shall be given at least twenty-four (24) hours notice of Committee meetings, special or regular, or other conferences beyond the Administrator's work day, if his/her attendance is required by the Committee or Superintendent.

7.03 When an Administrator's secretary has been absent for five (5) or more consecutive workdays, the Superintendent shall hire a substitute. A substitute secretary may be hired earlier at the discretion of the Superintendent. It is understood between the parties hereto that applicability of this clause is contingent upon the availability of budgetary funds allocated to this specific purpose; availability of a suitable secretary to accept the proffered assignment; and priority attention being given to the effecting of such replacements during days when schools are in session for students.

7.04 In the event of the absence of an Administrator for more than thirty (30) consecutive calendar days, the Superintendent may select a substitute.

7.05 Should an Administrator's/member's professional responsibilities require them to work more than the required 205 days, the Administrator member shall be paid at their per diem rate. Prior to working the extra day(s), and in order to receive compensation under this article, the Administrators/members must seek the approval of the Superintendent or designee.

**ARTICLE VIII**  
**PROFESSIONAL IN-SERVICE**  
**AND/OR**  
**ORIENTATION PROGRAMS**

- 8.01 Association Members will participate in professional In-Service Training and/or Orientation Programs that are prescribed by the Committee, the Superintendent, or other authorized administrative officials of the Dracut Public Schools. Attendance at workshops outside the normal workday shall be voluntary unless release time or compensation is provided. Administrators may attend, upon authorization from the Superintendent of Schools, three workshops/conferences provided by professional organizations or colleges/universities.
- 8.02 All programs will be scheduled and defined in advance of implementation with appropriate notification including an agenda of all activities.
- 8.03 Professional Development: The Committee shall establish a professional development fund of \$2,000. The fund shall be used for reimbursement for professional development approved by the Superintendent. The fund shall be allocated in the following manner:

Administrators/members will provide proof of completion and/or transcripts, when available, demonstrating that the teacher received a B or better grade.

Administrators shall be eligible for up to \$400.00 per school year from this fund on a first come, first serve basis, for workshops and conferences from an accredited college or university. If money is available as of April 15 any member may request reimbursement on a first-come, first-served basis.

**ARTICLE IX**  
**SICK LEAVE**

- 9.01 For Dracut Administrators' Association Members working the regular teacher work year, said members are entitled to fifteen (15) sick days per year.
- 9.02 Effective July 1, 2012 Association members sick leave days will be reduced from eighteen (18) days to fifteen (15) sick days per year.
- 9.03 Such sick leave in 9.01 and 9.02 above shall accumulate without limit.
- 9.04 Dracut Administrators' Association Members shall be entitled to accumulate "sick days" for purposes of the Retirement Redemption Plan, set forth in Article XVII, sections 17.02 (a) or 17.02 (b).
- 9.05 Each Administrator shall be notified of his/her sick leave accumulation on the second payday of the fiscal year.
- 9.06 It shall be the Superintendent's prerogative to request a physician's written statement affirming the fact that medical reasons necessitated the member's absence be submitted to the Superintendent for the following reasons:
- (a) Whenever sick leave prevails for five (5) consecutive school days or more;
  - (b) Whenever the Superintendent evaluates such actions as being in the best interest of the Dracut Public Schools, irrespective of the length of time involved.
- 9.07 An Administrator may borrow up to eighteen (18) sick leave days from his/her allocation for the next academic year. If said Administrator terminates for any reason prior to earning the used allocation of sick leave days borrowed, then, he/she is liable to the Dracut Public Schools for those days borrowed but not earned on the per diem basis in effect at the time he/she borrowed the days.
- 9.08 Extended sick leave shall be granted to any Administrator with serious illness or accident, which is "life threatening in nature" who has exhausted his/her own sick leave. The term "serious illness", as referenced herein when used in conjunction with a medical condition related to a disability request resultant from pre-delivery, delivery or post-delivery complications shall mean a medically documented condition which requires the individual to be absent from her place of employment and which is life threatening in nature or which, in the opinion of the attending physician, would result in serious and related harm to the mother and/or "in utero" child if active employment were to continue. Said sick leave shall be for up to the number of days the Administrator had accumulated as of the first day of the extended absence, and is qualified by the following:

- (a) "Extended Absence" shall be established after an Administrator has been absent at least twenty (20) successive school days for the same illness or accident.
- (b) A physician's written statement attesting to the medical facts resulting in the extended absence must accompany each request for said leave. The Committee reserves the right to have an Administrator absent because of extended illness or accident examined by a physician of its choice to determine the medical facts resulting in the extended absence.

9.09 Each Administrator shall be able to use up to five (5) sick leave days each year for family illness at the discretion of the Superintendent.

9.10 In the event of an Administrator's death, the Administrator's Estate shall be compensated as set forth at Article XVII, 17.02(a) or (b) in regard to Sick Leave Buy-Back.

**ARTICLE X**  
**TEMPORARY LEAVES OF ABSENCE WITH PAY**

Association members are entitled to the following temporary leaves of absence with full pay:

- 10.01 **Personal Leave** – Each Association member shall be entitled to three (3) personal days per year, to be utilized for personal business or legal obligations, which could not effectively be conducted outside of normal work hours. Notification for such leave must be made to the Superintendent not less than forty-eight (48) hours before such absence occurs, except in emergencies. Said unused Personal Leave Day shall be added to accumulated Sick-Leave Days.
- 10.02 **Professional Leave** – Day(s) for the purpose of visiting other schools or attending meetings or conferences of an educational nature may be allowed upon recommendation and approval of the Superintendent. Total grant of such days in any year shall be limited to the Committee’s budgetary allowance as provided for this purpose. Such request shall be made at least seventy-two (72) hours in advance.
- 10.03 **Legal Proceedings** – Time necessary for appearance in any legal proceeding connected with the Administrator/member’s employment with the school system will be allowed if the Administrator/member is legally required to attend. Time necessary for appearance in any other legal proceeding will be allowed if the Administrator/member is subpoenaed to attend. In the event an Association member is called for jury duty, such member shall be paid the difference between his/her regular pay and the jury stipend.
- 10.04 **Funeral Leave** – Up to three (3) consecutive days at any time may be taken if the absence is caused by the death of an Association member’s spouse, child, parent, brother, sister, grandparent, grandchild, parent-in-law, or person living in the immediate household. One (1) day shall be allowed for the death of an Association member’s daughter-in-law, son-in-law, brother-in-law, sister-in-law, uncle, aunt, spouse’s grandparents, spouse’s aunt, or spouse’s uncle, for the purpose(s) of attending the funeral.

These provisions shall be administered in the light of their purpose, which is to provide opportunity, when needed to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death. Additional days for circumstances (including, but not limited to, travel to an out-of-state location) may be granted at the discretion of the Superintendent.



- 10.05 Upon receipt of two (2) weeks notice of his or her anticipated date of departure and intention to return, non-birthing parents shall be granted up to three (3) weeks of paid leave, using accrued sick time, at the birth or adoption of a child.
- 10.06 **Other Leaves Under this Article** – Temporary leaves of absences with pay for reasons other than those listed above may be granted for good reasons by the Superintendent.
- 10.07 **Obligation Leave** – Effective 1 July 2002, each Administrator shall be entitled to one (1) obligation day per year to be utilized for personal, business or legal obligations, which could not be effectively conducted outside of school hours. Written notification of such leave must be made to the Superintendent not less than forty-eight (48) hours before such absence occurs, except in emergencies. Said unused obligation day shall be added to accumulated sick leave days.

**ARTICLE XI**  
**EXTENDED LEAVES OF ABSENCE WITHOUT PAY**

- 11.01 **Association Leave** – The Superintendent agrees that one (1) Association member designated by the Association will, upon request, be granted a leave of absence for up to one (1) year without pay for the purpose of engaging in Association activities, local, state, or national. Upon return from such leave, said member will be placed on the salary schedule at the level which he/she would have achieved had he/she remain actively employed in the system during the period of allowed absence.
- 11.02 **Peace Corps** – A leave of absence without pay of up to one (1) year, will be granted to any Association member who joins the Peace Corps and is a full-time participant in either of such programs. Upon return from such leave, said Association member will be placed on the salary schedule at the level, which he/she would have achieved, had he/she remained actively employed in the system during the period of allowed absence.
- 11.03 **Family Sickness** – A leave of absence without pay, or increment of up to one (1) school year may be granted for the purpose of caring for a sick member of the Association member's immediate family.
- 11.04 **Public Service** – The Superintendent may grant a leave of absence of up to one (1) year without pay or increment to any Administrator/member to campaign for, or serve in, a public office.
- 11.05 **Health Reasons** – The Superintendent will grant a leave of absence of up to one (1) year without pay or increment to any Administrator/member on the basis of medical fact, with the specific provision that an Administrator/member may be required to submit a signed affidavit from a physician relative to the pertinences of the Leave of Absence request.
- 11.06 **Military Leave** – Military leave of up to three (3) school years may be granted to any Administrator/member who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, said Association member will be placed on the salary schedule at the level, which he/she would have achieved had he/she remained actively, employed in the system during the period of allowed absence.
- 11.07 **Parental Leave** - Parental Leave shall be granted to any Administrator without pay (except as provided in 11.07.3 below). Credit toward seniority increment shall otherwise be subject to the same terms and conditions applicable to other extended leaves without pay. In the event an Administrator/member desires a leave longer than the eight (8) week parental leave provided by the statute, the below listed procedures shall be followed:

- 11.07.1 Under normal conditions, the Superintendent shall be notified in writing at least six (6) weeks prior to the expected date of the beginning of said parental leave. Continuation of employment during said period shall be based upon ability to perform the assigned duties satisfactorily.
- 11.07.2 Said parental leave should begin at a time corresponding to the beginning of a new semester (or other appropriate time, such as after a vacation period or marking period) provided that, up to this time, the member can, in the opinion of her physician and the Superintendent of Schools, perform her normal duties.
- 11.07.3 An Administrator/member, on parental leave pursuant to this Section, may utilize during such leave, any accumulated sick leave to which she is entitled for any disability resulting from pregnancy. The Superintendent reserves the right to have an Administrator/member, utilizing sick leave days while on such extended parental leave, examined by a physician of his/her choice, to determine the existence of disability.
- 11.07.4 Said parental leave shall extend, at the discretion of the Administrator/member, either to the September 1<sup>st</sup> following the birth of the child, or to the next September 1<sup>st</sup>.
- 11.07.5 An Administrator/member, returning from parental leave will be assigned to the Administrator/members previous position whenever possible, or to as comparable a position as is then available.
- 11.07.6 In the event that the infant does not live, the Administrator/member may make written application, accompanied by her physician's statement of good health, for immediate or early resumption of employment. When an appropriate position is available, said Administrator/member shall have the first option for said position.
- 11.08.1        **Other Leaves of Absence** – Other leaves of absence may be granted by the Superintendent/Committee.
- 11.08.2        The Superintendent/Committee, at its discretion, may curtail or terminate any leave of absence in order to enable the Administrator/member to return to duty at a time, which would best serve the educational interests of the school system.
- 11.08.3        All benefits to which an Administrator/member 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.
- 11.08.4        All requests for extensions or renewals of leaves will be applied for in writing to the Superintendent.
- 11.08.5        In all cases of leaves of absence without pay authorized by this Article,

employee participation in medical and life insurance programs in which the employee was enrolled just prior to any such leave may be continued by the employee while on such leave if permitted by the terms of applicable town policy, rules and regulations.

Nothing in the above paragraph will be applicable or valid if the Town of Dracut discontinues the present medical and life insurance program(s). The above paragraph shall neither entitle any member of the bargaining unit to any medical and insurance benefits not applicable to other employees of the Town of Dracut, nor deprive any member of the bargaining unit of any medical and insurance benefits applicable to other employees of the Town of Dracut.

11.08.6 If an Administrator/member, on any leave provided by this Article, served more than one-half of a work year during any work year in which said leave occurred, said service would count as a full year toward advancement on the salary schedule.

**ARTICLE XII**  
**MATERNITY LEAVE**

- 12.01 Upon receipt of at least two weeks written notice of her anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence without pay for maternity for up to eight (8) weeks in accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 105D and accordance with all Federal/State mandates.
- 12.02 This leave may be extended by mutual agreement between the Administrator/member and the Superintendent, in order that an Administrator/member who has been on short-term maternity leave status may return at an appropriate time in consideration of the students' program(s), (such as the beginning of a semester, beginning of a marking term, or after a vacation period), or when absence due to medical complications resulting from the pregnancy extends beyond the eight (8) weeks in 12.01 above. The parties agree that this provision shall not be utilized to convert short-term maternity leave into an extended leave of absence.
- 12.03 An Administrator/member on maternity leave granted pursuant to and subject to the terms and conditions of Chapter 149, Section 105D, may utilize during such leave any accumulated sick leave to which she is entitled for any disability resulting from pregnancy. The Superintendent reserves the right to have an Administrator utilizing sick leave days while on such maternity leave examined by a physician of his/her choice to determine the existence of disability.
- 12.04.1 An Administrator/member returning from maternity leave will be assigned to her previous position whenever possible, or to a comparable position as is then available.
- 12.04.2 The Administrator/member on maternity leave may elect to maintain insurance programs according to the extent permitted by 11.08.5.
- 12.04.3 All Benefits to which an Administrator/member is entitled at the time her leave of absence commenced, including unused accumulative sick leave, will be restored to her upon her return.

**ARTICLE XIII**  
**SABBATICAL LEAVE**

- 13.01 The Superintendent may grant a sabbatical leave of absence for approved study, research or travel to members of the professional staff who have completed at least six (6) consecutive years of experience in the Dracut Public Schools and in accordance with Massachusetts General Laws, Chapter 71, Section 41A. The Superintendent shall establish the rules and regulations governing sabbatical leaves and the promulgation thereof to all professional staff by November 1, annually.
- 13.02 Applications for sabbatical leave shall be submitted to the Superintendent in writing, and on such forms as may be required by the Superintendent, no later than January 15 of the school year previous to the school year for which leave is being requested.
- 13.03 Nothing in this sabbatical leave policy is to be interpreted as guaranteeing a sabbatical leave of absence to any member, or group of members, of the professional staff, and the Superintendent reserves the right to limit the number of such leaves to be granted in any given school year.
- 13.04 The Superintendent shall affect a decision on all applications for sabbatical leave no later than May 15.

**ARTICLE XIV**  
**TRANSFERS AND VACANCIES**

- 14.01.1 In all matters of voluntary and involuntary transfers, the wishes of individual Administrator/member will receive the fullest consideration but, the instructional requirements of the school system and its pupils will be the controlling factor as determined by the Superintendent in all such matters.

All such transfers and/or filling of vacancies shall be subject to the approval of the respective building principal at the “receiving school” and/or the Superintendent. This provision shall also apply to Article XVI, Position Vacancies as well.

**ARTICLE XV**  
**VACANCIES IN EXTRA-COMPENSATORY POSITIONS**

- 15.01 Association members encompassed under this Agreement may apply for athletic or other extra compensatory/stipend positions, as posted.

The Superintendent/Committee, in making its judgment as to what will serve the best interest of the students, will consider such factors of the applicants as professional background, accomplishments, knowledge, ability, and experience relevant to the position and length of service in the Dracut Public Schools.

**ARTICLE XVI**  
**POSITION VACANCIES**

- 16.01 Whenever a vacancy in a position occurs, it will be adequately publicized by the Superintendent by means of a notice sent to all members via email. In the instance of vacant positions, designation will be made of the minimum requirements that are essential for eligibility.
- 16.02 All qualified Administrators/members will be given adequate opportunity to make application for such positions and the Superintendent/Committee agrees to consider the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors.

**ARTICLE XVII**  
**RETIREMENT REDEMPTION PLAN**

- 17.01 In recognition of dedicated service to the Dracut Public Schools, any Administrator/member covered by this Agreement, and who has served twelve (12) or more years but less than twenty (20) years in the Dracut Public Schools, may obtain an increase in compensation as follows:

17.02 (a) Any Administrator/member who desires to participate in this program, should notify the Superintendent of such intention by January 1 prior to the School year in which he/she intends to retire. If such notice is submitted in writing by said January 1, then at the commencement of the final year, a maximum of 224 days of accumulated sick leave, shall be wiped off the books and in lieu thereof, the individual concerned will be paid (or, in the event of the death of such Administrator/employer, his/her Estate shall be paid) \$70.00 a day for each sick leave day surrendered up to a maximum of two hundred twenty-four (224) days. Such payment, in lump sum, shall be received in the next following Dracut School system payroll after the effective date of retirement.

(b) After twenty (20) years of service in the Dracut Public Schools, the following schedule shall apply:

<u>CONTRACT</u> <u>YEAR</u>	<u>ADMINISTRATOR'S ASSOCIATION</u>				
	<u>PER DIEM</u> <u>RATE</u>	<u>AFTER</u> <u>20 YEARS</u>	<u>AFTER</u> <u>25 YEARS</u>	<u>AFTER</u> <u>30 YEARS</u>	<u>AFTER</u> <u>35 YEARS</u>
July 1, 2023 to June 30, 2026	\$70	260 days	420 days	460 days	unlimited

17.03 In the event that an Administrator/member, for valid and substantial reasons, decides subsequent to said February 1 to return during or at the end of the next school year, said Administrator will be eligible for this retirement redemption plan subject to the approval of the Superintendent based upon budgetary and other considerations.

17.04 Subject to the approval of the Superintendent based upon budgetary or other consideration, an Administrator/member who, for valid and substantial reasons, decides to retire with fewer than twelve (12) years of service in the Dracut Public Schools, will be eligible for this retirement redemption plan; provided that the Superintendent's approval (or non-approval) of any such request shall not be subject to the grievance or arbitration provisions of this Agreement.

17.05 In the event the individual fails to retire immediately at the conclusion of the school year (unless prevented from doing so by death), the Administrator/member will agree in writing to repay to the Town of Dracut the differential between the salary which was actually received under the provisions of this Section and that which the Administrator/member would have received had he/she not submitted the intention to retire, said amount to be deducted from the final summer payment(s) of the school year.

17.06 In the event of the exhaustion of his/her sick leave during the last year of employment, the Administrator/member may elect to have his/her sick leave restored to him/her, pro rata, and be restored to his/her base salary, pro rata.



**ARTICLE XVIII**  
**ADMINISTRATOR/MEMBER PROTECTION**

- 18.01 Administrators/members shall immediately report to the Superintendent, in writing, all cases of assault suffered by them in connection with their employment.
- 18.02 This report may then be forwarded to the Committee which shall comply with any reasonable request from the Administrator/member for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the Administrator/member, the town, the police and the courts.

**ARTICLE XIX**  
**REDUCTION-IN-FORCE PROCEDURAL POLICY**

- 19.01 Seniority in the district shall be defined as length of service in a full-time administrative position in the Dracut Public Schools.
- 19.02 In the event it becomes necessary for the school committee to eliminate a position within the unit or a reduction-in-force is rendered, seniority shall prevail and the least administrator shall be laid off.
- 19.03 In the event that any reduction in staff affects a member of the Association, that member so affected shall have recall rights to a position for a period of two (2) years from the date of reduction. The Committee agrees to recall a laid-off Administrator to a position before hiring any new administrator. Administrators shall be recalled in inverse order of their layoff.
- 19.04 There shall be no "bumping" by an Association member affected by a reduction-in-force into the Dracut Teachers Association (Unit A). This does not preclude an Association member so affected from applying for a teaching position, if qualified. In the event an Administrator reverts to teacher status, that member shall have the right to buy back unlimited days depending on the Administrator's accumulation upon retirement and in accordance with Article XVII, supra.
- 19.05 An Administrator who is recalled shall be recalled with all benefits accumulated at the time of their layoff.
- 19.06 During the recall period an Administrator shall be entitled to participate in any group health and/or life insurance programs available to any member on a leave-of-absence without pay, provided that the member pays the entire cost of insurance premiums within thirty (30) days of the billing date as issued by the Town Treasurer.

**ARTICLE XX**  
**FEDERAL PROGRAM EMPLOYEES**


- 20.01 Employees in Federal Programs will be entitled to accrue all unused Sick-Leave and unused Personal Day benefits extended to other members of the Association. Said benefits are to be cumulative and transferable should that employee become a regular employee of the Dracut School Committee. The costs of these benefits are to be underwritten by the Dracut School Committee.

**ARTICLE XXI**  
**DURATION**

- 21.01 This Agreement and the Appendices attached hereto, shall be in full force and effect from July 1, 2023 through June 30, 2026 and shall thereafter automatically renew itself for successive terms of one year unless by October 15 next prior to the expiration of the Agreement, or of any extended period, either the Committee or the Association shall be given the other written notice of its desire to modify or terminate this Agreement; whereupon professional negotiations shall begin no later than October 30.
- 21.02 If after any such negotiations, the Committee and the Association shall have failed to reach agreement by the following December 31, either party or the parties jointly may petition the State Board of Conciliation and Arbitration to initiate mediation/fact-finding in accordance with the General Laws of Massachusetts.
- 21.03 During the term of this Agreement, the Committee and the Association may, by mutual consent only, unless otherwise provided for in this Agreement, re-open this Agreement on any subject matter deemed to be in the best interests of the Dracut Public Schools, its students, and its professional personnel.
- 21.04 The terms and conditions of this contract shall only apply to those full-time members "in service" and an active status as of the date such agreement is executed. Exception shall be made for any member who was deceased, retired or RIF'd during the negotiation of said contract who shall be paid retroactively on a pro-rated basis up to the effective date of such listed occurrence.

This Agreement may be amended only the mutual consent of the Association and the majority voice of the Committee and be reduced to writing.

IN WITNESS WHEREOF, the parties hereunder set their hands and seals on this 12<sup>th</sup> day of June 2023.

  
\_\_\_\_\_  
Robert Molloy, President  
Dracut Administrators Association

  
\_\_\_\_\_  
Joseph Wilkie  
Dracut School Committee

**ARTICLE XXII**  
**LONGEVITY**

22.0 Longevity increases will be paid each year to Administrators who have completed the following number of years of service as of July 1<sup>st</sup> in the Dracut School System. This increase will be added to the base salary of the salary schedule.

5 years	\$1,000
10 years	\$1,250
15 years	\$1,750
20 years	\$2,500
30 years	\$4,000
35 years	\$4,750

Any current employee who has attained or completes 40 years of service during the term of this agreement only shall be entitled to longevity payment of \$4,824

**APPENDIX A**  
**SALARY SCHEDULE**  
**(Total Compensation)**

Vice Principals for the Dracut Public School district shall be compensated according to the following salary schedule:

FY24: 4% Salary Adjustment  
 FY25: 4% Salary Adjustment  
 FY26: 4% Salary Adjustment

	7/1/23-6/30/24	7/1/24-6/30/205	7/1/25-6/30/26
Step 1	\$90,453.14	\$94,071.27	\$97,834.12
Step 2	\$93,166.73	\$96,893.40	\$100,769.14
Step 3	\$95,961.74	\$99,800.21	\$103,792.22
Step 4	\$98,840.59	\$102,794.22	\$106,905.98
Step 5	\$101,805.80	\$105,878.04	\$110,113.16
Step 6	\$104,859.98	\$109,054.38	\$113,416.56
Step 7	\$108,005.78	\$112,326.01	\$116,819.05

**APPENDIX B**  
**DRACUT PUBLIC SCHOOLS**  
**EVALUATION**

Unit B Administrators shall be evaluated in accordance with the guidelines set forth in the document entitled “Dracut Public Schools Educator Evaluation System – Unit B Administrators.

**Dracut Public Schools**

**Educator Evaluation System**

**Unit B Administrators**



August 2013

**Administrator Model Contract Language  
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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 who is appropriately licensed, 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. Such notification will occur by September 15<sup>th</sup> of each year or within two weeks of any transfer affecting a particular administrator (evaluator and/or educator). 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 or at a particular level (elementary middle, high school).
- 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. (the regulations state that observations can be done through video. Keeping the statement acknowledging that any such process would be bargained allows for the retention of regulatory language while disallowing the process absent bargaining) School or worksite observations conducted pursuant to this article must result in feedback to the Administrator thereby providing the administrator knowledge of the observation. 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. Unit B wishes to eliminate the possibility of video-taping.
- S) **Parties:** The Dracut Administrators Association and the Dracut School Committee are the parties to this agreement.
- 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 (attached to this document) 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 1<sup>st</sup> 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 1<sup>st</sup> 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 10<sup>th</sup> 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<sup>th</sup> (or within two weeks of the Administrator's first day of employment if the

Administrator begins employment after September 10<sup>th</sup>) 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 15<sup>th</sup> 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<sup>st</sup>, 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 places 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, secure electronic site, or to the Administrator's school mailbox or home.
- G) The Administrator may reply in writing to the Formative Assessment report within 10 school days of receiving the report.
- H) The Administrator shall sign the Formative Assessment report within 10 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, secure electronic site, 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 10 school days of receiving the report.
- G) The Administrator shall sign the Formative Evaluation report by within 10 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.

- l) 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. (applicable once DESE releases guidance related to student growth impact)
  - 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.

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

**\*\*Changes in the dates listed below may be changed upon mutual agreement between the evaluator and educator.**

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

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

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

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

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

**21. Career Advancement**

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

## **APPENDIX C**

### **SALARY PAYMENT SCHEDULE**

The annual salary for each member of the Dracut Administrators' Association who works a ten (10) month year shall be paid in twenty-one (21) equal installments with the first twenty (20) checks paid on alternate Fridays beginning with the second (2<sup>nd</sup>) Friday of the school year with the twenty-first (21<sup>st</sup>) check to be paid on the last work day of the school year in June. All full year (twelve [12]) month Administrators' will continue on the same pay period basis which is currently in effect (twenty-six [26] pays per fiscal year) and the annual salary of each full year Administrator shall be deemed to have been earned between July 1<sup>st</sup> and June 30<sup>th</sup> of any particular fiscal year.

The final checks of any Administrator who has deduct days resulting after the preparation of final school year payroll will be forwarded to him/her forthwith after submission of the amended payroll to the Town Hall. Submission of said amended payroll shall be no later than June 30<sup>th</sup>.