

AGREEMENT

between

WEST SPRINGFIELD ADMINISTRATORS ~ UNIT B

and

WEST SPRINGFIELD SCHOOL COMMITTEE

July 1, 2017 – June 30, 2020

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AGREEMENT

THIS AGREEMENT is made by and between the SCHOOL COMMITTEE OF WEST SPRINGFIELD, hereinafter referred to as the Committee, and the ADMINISTRATORS (UNIT B), a voluntary Bargaining Unit formed of Administrators employed by the West Springfield School System, hereinafter referred to as the Bargaining Unit.

WHEREAS, General Laws, Chapter 150E, provides for collective bargaining among public employees, and

WHEREAS, the Bargaining Unit has been designated by the professional employees of the West Springfield School System as their collective bargaining agent, and

WHEREAS, the Committee has voted to recognize the Bargaining Unit as the collective bargaining agent for such professional employees,

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

ARTICLE 1 SCOPE

- A. For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of Collective Bargaining Agreements, and any questions arising thereunder, the Committee recognizes the Bargaining Unit (Unit B) as the exclusive bargaining agent and representative of all professional employees (as such employees are defined in Section 1 of Chapter 150E of the General Laws of Massachusetts) of the Committee excepting, however, every such employee who, on the effective date of this Agreement, is or thereafter shall be designated by the Committee as a representative of it for the purpose of such bargaining or who shall be prevented by law from being a member of a collective Bargaining Unit. Professional employees shall include all Administrators (Unit B) including, but not limited to, the following:

All Vice Principals, Director of Physical Education and Athletics, Title I Director, excluding all members of Unit A, all building Principals and all other School Department employees.

- B. Administrators who work a 12-month schedule will receive a weekly paycheck (generally on Thursday although this may be altered to Wednesday in a week in which a holiday fall on the Thursday). The gross amount of the paycheck will be determined by dividing the annual salary of the employee by 52 to arrive at the weekly gross amount. (Note: every six years a 53rd Thursday will appear in the pay schedule. In such years the annual salary will be divided by the 53 to arrive at the weekly gross pay amount.

Administrators who work less than a 200-day work year are paid weekly on a 44-payment schedule. The calendar for these payments is aligned with the start and finish of the school year.

An employee who does not work the entire number of days required to fulfill the contractual work year will have the annual salary pro-rated based upon the number of days worked multiplied by the employee's daily rate (which will be calculated based on the annual salary divide by the number of days required to be worked as stated in Article 5 of this agreement. For example, if an employee is paid from the beginning of July at a weekly rate of \$1,665.83 (i.e. \$86,623 annual salary divided by 52 pay periods) for 8 pay periods through the end of August, that individual will have been paid

\$13,326.64. If that person were to resign/retire as of August 31st having worked 25 days in July and August, then the daily rate of the employee (\$86,623 divided by 215 days) is calculated to be \$402.90 and multiplied by 25 days would be \$10,072.50. The employee would be overpaid at this time and must enter into an agreement to repay the funds within 30 days of the date of the last paycheck.

Note: this situation will have little to no impact on the employee if proper notice has been given by the employee of his/her intent to resign or retire.

The Town of West Springfield may move to a bi-weekly payroll (payment every second week) at some point in the future. The Superintendent of Schools will notify the bargaining unit thirty (30) days in advance before the bi-weekly payroll is enacted. The following language will be used if the bi-weekly payroll option is enacted.

The Superintendent of Schools of West Springfield or designee (hereinafter referred to as the Superintendent) is the Executive Officer of the Committee and, under its general direction, has the care and supervision of the public schools and the other powers and duties provided by law and the Education Reform Act of June 1993.

- C. Subject to the provisions of this Agreement, the wages, hours, and other conditions of employment applicable on the effective date of this Agreement to the employees covered by this Agreement shall continue to be so applicable.

ARTICLE 2 GRIEVANCE PROCEDURE

Section I

The purpose of the procedures set forth below 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 Contract. Such a problem shall be defined as a grievance under this Contract and must be presented promptly but no later than thirty (30) calendar days after it arises or the employee first has knowledge of the event initiating the problem, and be processed in accordance with the following steps, time limits and conditions set forth. Should the Bargaining Unit or employee fail to do so the grievance will be deemed waived. All grievances will be presented and answered in writing, on a form to be mutually developed by the Parties. Nothing in this procedure will preclude the Parties from resolving problems informally before a grievance is presented formally (in writing) at Level I.

Level One:

The employee or the Bargaining Unit shall present the written grievance to the employee's immediate supervisor within the time limits set forth above. The supervisor shall give a written answer within seven (7) calendar days.

Level Two:

If the grievance is not settled at Level One within seven (7) calendar days of the written presentation to the immediate supervisor, or no response is received by the Bargaining Unit or employee within the time period, the Bargaining Unit shall within fifteen (15) calendar days [thirty (30) calendar days in summer] after receipt of the immediate supervisor's answer, present the grievance to the Superintendent of Schools. The Superintendent shall give a written answer within seven (7) calendar days of the Level Two meeting.

Level Three:

If the grievance is not settled at Level Two, or no response is received by the Bargaining Unit or employee within the time period, the Bargaining Unit may appeal it, by giving written notice of such appeal, within fifteen (15) calendar days [thirty (30) calendar days in summer] after such receipt of the written answer of the Superintendent, to the School Committee, who shall discuss it with the Bargaining Unit representative at a meeting to be scheduled by the School Committee. The School Committee shall give a written answer within seven (7) calendar days next following the Level Three meeting.

Level Four:

If the grievance is not settled at Level Three, or no response is rendered within the time period, the Bargaining Unit may submit it to final and binding arbitration by giving the School Committee written notice, within thirty (30) calendar days of the Bargaining Unit's receipt of the School Committee's Level Three written answer, of its desire to arbitrate the problem. A demand shall be simultaneously filed with the American Arbitration Association, whose rules and procedures shall govern the selection of an arbitrator. If the School Committee claims the Bargaining Unit has violated any provision of the Agreement, it may present such claim to the Bargaining Unit in writing and if the Parties fail to settle it within ten (10) calendar days, the School Committee may submit the problem to arbitration under the provision of this Article.

Level Five:

The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Bargaining Unit and the Grievant. Each Party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the arbitrator shall be borne equally by the parties.

General Provisions

1. The Committee acknowledges the right of the Bargaining Unit to participate in the processing of a grievance at any level.
2. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
3. The resolution of all problems settled informally will be consistent with the terms of this Agreement.
4. Any and all time limits may be extended by mutual agreement of the parties in writing. In addition, should a supervisor or employee be unavailable due to extenuating or unforeseen circumstances, timelines will be waived.
5. Grievance hearings usually will be held after the normal school dismissal time. If Level Five grievance hearings are scheduled between the Committee and the Bargaining Unit during the school day, the President or his/her designee, the grievant (one grievant for a class grievance) and any witnesses agreed to by the parties will be relieved from all regular duties without loss of pay or other benefits as necessary in order to permit their participation.

**ARTICLE 3
NEGOTIATION PROCEDURE**

- A. This Agreement incorporates the entire understanding of the parties on all items, which were or could have been the subject of negotiations. Its terms shall remain in full force and effect during the life of the Agreement unless changed by the mutual agreement of the parties. Before the Committee adopts a change in policy which affects wages, hours or other conditions of employment which is not covered by this Agreement and which has not been proposed by the Bargaining Unit (Unit B), the Committee will notify the Bargaining Unit (Unit B) in writing. The Bargaining Unit (Unit B) will have the right to negotiate with the Committee provided it files a request with the Committee within five (5) calendar days after receipt of said notice.
- B. Any agreement reached with the Committee will be reduced in writing, will be signed by the Committee and the Bargaining Unit (Unit B), and will become an Addendum to this Agreement.
- C. The Committee agrees not to negotiate with any Administrators' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150. The Committee further agrees not to negotiate with any Administrators' organization other than the Bargaining Unit (Unit B) in regard to changes in wages, hours or other conditions of employment to become effective during the term of this Agreement.

**ARTICLE 4
SALARIES**

- A. The salary schedules of all persons covered by this Agreement are attached to and made a part of this Agreement.

Should the Committee discover an overpayment in any monies paid a member of the Bargaining Unit, the employee shall be responsible for repayment in accordance with terms agreed to by administration and the employee. In no case will a burdensome repayment schedule be issued.

Should the School Committee not receive adequate State or local funding under the Education Reform Act with which to fund the financial portions of this Agreement in any of the fiscal years covered by this Agreement, then the parties agree to meet and negotiate changes in the financial portions of the Agreement.
- B. Administrators working a 12 month schedule will receive a weekly paycheck (generally on Thursday of each week – this may periodically be altered due to holidays that may fall on a Thursday. In this case, the pay date generally will become the Wednesday before the holiday.) The gross amount of the pay check will be determined by dividing the annual salary of the employee by 52 to arrive at the weekly amount. (Note: every six years a 53rd Thursday will appear on the pay schedule. In this instance, the annual salary will be divided by 53 to arrive at the weekly amount).

Administrators that work less than a 200 day work year are paid weekly on a 44 payment basis. The calendar for these payments is aligned with the start and finish of the school year.

An employee who does not work the entire number of days required to fulfill the work year will have the annual salary pro-rated based upon the number of days worked multiplied by the employees daily rate (which will be calculated based upon the salary divided by the number of days required to be worked as stated in Article 6 of this agreement). For example, if we have paid an employee from the beginning of July at a rate of \$1,665.83 (\$86,623 divided by 52 pay periods) for 8 pay periods through the end of August, that individual will have been paid \$13,326.64. If this individual were to resign/retire as of August 31 after working 25 days in July and August, then the daily rate of the employee (\$86,623 divided by 215 days) is calculated to be \$402.90 and multiplied by the 25 days for a total salary earned of \$10,072.50. The employee would be overpaid at this point and will be required to enter into an agreement to repay the funds within 30 days of the date of the last paycheck.

The Town of West Springfield may move to a bi-weekly payroll (payment every second week) at some time in the future. The Supt. of Schools will notify the bargaining unit at least 30 days in advance before the bi-weekly payroll is enacted. The following language will be used in the event that the bi-weekly payroll option is enacted:

Administrators working a 12-month schedule or at least a 219 day work year shall receive the first of twenty-six (26) bi-weekly installments on the Friday following the second Monday in July. However, in no case will the first payment be made any later than July 14 of the calendar year.

- C. An Administrator, upon submission of written documentation to the Superintendent of Schools of his/her obtaining an advanced degree, will be placed on the salary schedule in accordance with the degree status effective in the following July and shall be entitled to corresponding differential the same July. All courses taken by Administrators during service in the West Springfield Public School System will have their courses evaluated and given credit if approved by the Superintendent.
- D. Persons entering the West Springfield School System will have their courses evaluated and given credit if approved by the Superintendent. In figuring the percentage of credits to be allowed, .5 and over will be carried to the next whole number.
- E. Training equivalents for degrees:
 - 1. Masters + 30: Thirty (30) hours approved graduate credit beyond Master's Degree. Prior approval must be obtained before any courses subsequent to September 1974. All courses taken subsequent to September 1974 for CAGS equivalency credit must be in an accepted area of concentration and each course must have approval for each individual program before the course is taken. The Superintendent will be responsible for authorizing approval of concentration areas and courses except within a specified program.
 - 2. Masters + 60: Thirty (30) hours approved graduate credit beyond a Masters + 30.

- F. Beginning July 1, 2014, all employees covered by this agreement will be required to have their paycheck direct deposited to a financial institution of their choice.
- G. Beginning July 1, 2014, the hourly rate for curriculum work shall be thirty-five dollars (\$35) per hour. Employees covered under this agreement are eligible for compensation for curriculum work performed on non-work days only (days that are not counted toward the required number of work days for their position as listed on the salary schedules that are a part of this agreement.) In no case shall a partial work day be counted as a non-work day for the purpose of this section (i.e., if an employee works ½ day but is paid for a full day).

In order to qualify for this section, the employee must respond to a job posting in advance of the date of the curriculum work or other paid professional development and receive written authorization from the Superintendent of Schools that they are eligible to participate in the curriculum work for compensation.

ARTICLE 5 WORK YEAR

The Committee and the Bargaining Unit agree that the performance of the duties of the various administrators are difficult to equate in time. It is the responsibility of each administrator to perform the tasks associated with their position, within a reasonable workday, as determined by the Superintendent and their building principal, if applicable. Specific work days for administrators will be approved by their supervisors. Administrators shall jointly agree upon, with their supervisor, the days to be worked during school vacations and summer each year. Administrators may use paid leave time on said days as provided in the leave provisions of this Agreement. Beyond the time the schools are in session, administrators are not confined to specific hours of work, but are expected to be in their buildings prior to the arrival of teachers and students and in their buildings after school hours, in order to complete instructional and administrative duties. In the event that Town Hall offices are closed due to inclement weather, members of Unit B who are previously scheduled to work will be given credit for a work day. Members who had previously scheduled a non-tally day, personal day, or sick day will be assigned such.

- A. The High School Vice Principals [three (3) positions] work year shall consist of two hundred fifteen (215) days thereafter for the term of this contract.
- B. The Middle School Vice Principals [two (2) positions] shall each consist of two hundred ten (210) days thereafter for the term of this contract.
- C. The Elementary Vice Principals shall work a one hundred ninety-five (195) day base work year.
- D. The Director of Physical Education and Athletics shall work a two hundred twenty-two (222) day base work year for the term of this contract.
- E. The Title I Director shall work a one hundred ninety-three (193) day base work year.
- F. Any added work days will be paid for on an actual or true per diem basis. Such added days shall be pre-approved by the Superintendent.

**ARTICLE 6
EMPLOYMENT**

- A. All professional personnel will be placed on the appropriate step of the salary schedule, at the discretion of the Superintendent.
- B. Any Administrator who, has been employed by the District as an administrator for three (3) consecutive years, leaves the system in good faith and then is rehired by the Committee within five (5) years may be granted all benefits except seniority previously earned in the West Springfield School System after serving one (1) year on the recommendation of the Superintendent.

**ARTICLE 7
ASSIGNMENT AND TRANSFER**

- A. Whenever possible or unless budgetary constraints dictate otherwise, Administrators will be notified in writing of their assignment for the coming year by June 15th if a change is taking place. Administrators will be notified of any special or unusual working conditions.
- B. Administrators may be assigned outside the scope of their certificates to the extent provided by law in an administrative assignment.
- C. To the extent possible, changes in building assignments will be voluntary. Administrators who desire a change in assignment or who desire to transfer to another building shall file a written request of such desire with the Superintendent and building principal between September 1 and March 1 of each school year with reasons for request.
- D.
 - 1. Whenever possible or unless budgetary constraints dictate otherwise, notice of an involuntary transfer or reassignment will be given to an Administrator as soon as practicable, by May 15th. Administrators will not be reduced in salary as a result of an involuntary transfer.
 - 2. When a transfer or reassignment is deemed necessary, an Administrator's competence, major or minor field of study and length of service will be considered.
 - 3. An involuntary transfer or reassignment will be made only after a meeting between the Administrator and the Superintendent, at which time the Administrator will be notified of the reasons therefor. The Administrator may, at his/her option, have a representative of the Bargaining Unit present at such meeting. No Administrator will be transferred arbitrarily or capriciously.
 - 4. A list of open positions in other schools will be made available to all Administrators being involuntarily transferred. Administrators so notified of the option for an "open position" must exercise that option within a fifteen (15) calendar day period from the date of notification. The Superintendent shall proceed with placement after considering any "open positions" applied for.
- E. In arranging schedules for Administrators who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such Administrators will be notified of any changes in their schedules in the manner set forth in the first paragraph of Article 9.
- F. Administrator assignments will be made without regard to race, creed, color, religion, nationality, sex, age, sexual orientation, or marital status. The parties agree to abide by all applicable law.

**ARTICLE 8
VACANCIES AND NEW POSITIONS**

- A. Whenever any vacancy in a professional position in the Bargaining Unit occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice Bargaining Unit posted in every school as far in advance as possible. The notice of vacancy will be accompanied by the qualifications for the position, its duties, and the rate of compensation. The compensation set forth for a particular position will not be changed when such future vacancies occur unless by mutual agreement.
- B. If a position is to be filled with reduced qualifications because the original ones were not met, the position will again be posted with a change in requirements.
- C. The Superintendent and/or building principal agree to give due weight to the applicants' professional backgrounds and attainments, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, consideration will be given to qualified Administrators already employed by the Committee and each applicant not selected will, upon request, receive an explanation from the Superintendent or his/her assignee. Appointments will be made not later than sixty (60) days after the notice is posted in the schools.
- D. Positions will be filled as soon as possible but in no event will they be filled if an adequate applicant is not obtained.
- E. Known vacancies and new positions for the following September will be posted by the preceding March 1 in the same manner as Paragraph A. above, and the appointment shall be made not later than May 15. Following September vacancies and new positions arising after March 1 will be posted as soon as possible and appointments made within sixty (60) days of notification. Written notifications of vacancies occurring during July and August will be sent to the Bargaining Unit accompanied by the qualifications for the position, its duties, and the rate of compensation.
- F. Appointments will be made without regard to race, creed, color, religion, nationality, sex, age, sexual orientation, gender identity, or marital status.

**ARTICLE 9
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL,
SATURDAY CLASS AND UNDER FEDERAL PROJECTS**

- A. All openings for Summer School, Evening School, Saturday Classes, and other programs requiring the employment of professional employees covered by this Contract, and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as soon as possible, and Administrators who have applied for such positions will be notified of the action taken regarding their applications as early as possible. Under normal circumstances, Summer School openings will be publicized by April 15, and Evening School openings by September 10, December 1 and March 1. Administrators will be notified of the action as soon as possible.
- B. Positions in this Article will, to the extent possible, be filled first by regularly appointed Administrators in the West Springfield School System where those Administrators possess

qualifications equal to those candidates outside the school system. These qualifications will include area of competence, major and/or minor field of study, quality of performance, attendance record, length of service in the school system, and, in regard to Summer or Evening School positions, previous West Springfield Summer or Evening School experience.

ARTICLE 10 EVALUATION

1. Purpose of Educator Evaluation

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

2. Definitions

- A. **Administrator:** Inclusive term that applies to all Administrators covered by this article, unless otherwise noted. Administrators may include individuals who serve in positions involving teaching and other direct services to students.
- B. **Artifacts of Professional Practice:** Products of an Administrator's work and staff and student work samples that demonstrate the Administrator's knowledge and skills with respect to specific performance standards.
- C. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Administrative Leadership Practice (603 CMR 35.04).
- D. **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level

district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

- E. **Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Administrator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i. **Developing Educator Plan** shall mean a plan developed by the New Administrator and the Evaluator for one school year or less.
 - ii. **Self-Directed Growth Plan** shall mean a plan developed by the Administrator for Experienced Administrators who are rated proficient or exemplary.
 - iii. **Directed Growth Plan** shall mean a plan developed by the Administrator and the Evaluator of one school year or less for Experienced Administrators who are rated needs improvement.
 - iv. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Experienced Administrators who are rated unsatisfactory with goals specific to improving the Administrator’s unsatisfactory performance. In those cases where an Administrator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- F. **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- G. **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- H. **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Administrator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i. **Primary Evaluator** shall be the person who determines the Administrator’s performance ratings and evaluation.
 - ii. **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Administrator’s progress through formative assessments, evaluating the Administrator’s progress toward attaining the Educator Plan goals, and making

recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

- iii. **Administrators Assigned to More Than One Building:** The superintendent or designee will determine who the primary evaluator is for each Administrator who is assigned to more than one building.
 - iv. **Notification:** The Administrator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Administrator.
-
- I. **Evaluation Cycle:** A five-component process that all Administrators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - J. **Experienced Administrator:** An administrator who has completed three school years in the same position in the district.
 - K. **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
 - L. **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
 - M. **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Administrator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative Leadership Practice, or both.
 - N. **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator Plan. A goal may pertain to any or all of the following: Administrator practice in relation to Performance Standards, Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Administrators, by the Evaluator, or by teams, departments, or groups of Administrators who have the same role.
 - O. **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
 - P. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as

required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- Q. **New Administrator:** An administrator who has not completed one year in the position in the district.
- R. **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. School or worksite observations conducted pursuant to this article must result in feedback to the Administrator. Normal supervisory responsibilities of evaluators will also cause them to drop in on other activities in the school or worksite at various times as deemed necessary by the evaluator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Administrator, are not observations as defined in this Article.
- S. **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Administrators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- T. **Performance Rating:** Describes the Administrator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Administrator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Administrator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Administrator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Administrator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Administrator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- U. **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.04.

V. **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.

W. **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.

X. **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Administrative Leadership Practice are used to rate Administrators on Performance Standards, as are Standards and Indicators of Effective Teaching Practice in cases where the Administrator teaches. These rubrics consist of:

- i. **Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.04, and, where appropriate 35.03
- ii. **Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.04, and where appropriate 35.03
- iii. **Elements:** Defines the individual components under each indicator
- iv. **Descriptors:** Describes practice at four levels of performance for each element

Y. **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.

Z. **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.

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

B. 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); and
- iv. 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**

A. The rubrics are a scoring tool used for the Administrator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree to use the rubrics provided by ESE. (See Appendix A)

5. **Evaluation Cycle: Training**

A. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other Administrators and evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

B. By November 1st of the first year of this agreement, all Administrators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent. Any Administrator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the

superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6. Evaluation Cycle: Annual Orientation

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

7. Evaluation Cycle: Self-Assessment

- A. Completing the Self-Assessment
 - i. The evaluation cycle begins with the Administrator completing and submitting to the Primary or Supervising Evaluator a self-assessment (See Appendix B: Self-Assessment Form) by September 10th or within two weeks of the start of their employment at the school.
 - ii. The self-assessment includes:
 - a. An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.
 - b. An assessment of practice against each of the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).
 - c. Proposed goals to pursue:
 - 1. At least one goal directly related to improving the Administrator's own professional practice.
 - 2. 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. (See Appendix C: Goal Setting Form) 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 10th (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after

September 10th) to assist the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

- iii. Unless the Evaluator indicates that a New Administrator in his/her second or third years in the current position should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, they may address appropriate shared team goals.
- iv. For Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Administrators may include individual professional practice goals that address enhancing skills that enable the Administrator to share proficient practices with colleagues or develop additional leadership skills.
- v. For Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

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

- A. Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. (See Appendix D: Administrator Plan Form) 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 #21, below.
- C. Educator Plan Development Meetings shall be conducted as follows:
 - i. Administrators meet with the Evaluator at the end of the previous evaluation cycle or by September 15th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
 - ii. For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by September 15th or within three weeks of the start of their assignment in that school
 - iii. The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

D. The Administrator completes the Educator Plan by October 1st. The Evaluator will review the Educator Plan and return the Educator Plan to the Administrator with any recommended changes, if needed, within five days. While stylistic and/or grammatical changes can be made without a conference, the Evaluator will hold a conference within five days of receipt of the Plan with the Administrator to explain any substantive changes. 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 Administrator's Plan.

9. **Evaluation Cycle: Observation of Practice and Examination of Artifacts - New Administrators**
(See Appendix E: Evaluator Record of Evidence Form)

A. New Administrators in the first year in a position shall have at least four unannounced observations during the work year.

10. **Evaluation Cycle: Observation of Practice and Examination of Artifacts - Experienced Administrators**
(See Appendix E: Evaluator Record of Evidence Form)

A. The Administrator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

B. The Administrator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

C. The Administrator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11. **Observations**

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

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

A. Unannounced Observations

i. Unannounced observations may be in the form of a school site or work site visitation or any other means deemed useful by the Evaluator. Visitations may include, but are not limited to:

staff meetings, team meetings, classroom visits with supervising evaluator, walkabouts within the school or department, or individual conferences with students or parents.

- ii. The Administrator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Administrator in person, by email, placed in the Administrator's mailbox or mailed to the Administrator's home via certified mail using the cumulative Evaluator Record of Evidence Form (Appendix E).
- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of a similar administrative activity within 30 school days.

B. Announced Observations

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

12. Evaluation Cycle: Formative Assessment

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Administrators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms and administrative worksites. Evaluators are expected to give targeted constructive feedback to Administrators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Administrative Leadership Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes 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. (See Appendix G: Administrator Collection of Evidence Form) 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. (See Appendix H: Mid-Cycle Formative Assessment Report Form)
- F. The Evaluator shall complete the Formative Assessment Report (See Appendix H: Mid-Cycle Formative Assessment Report Form) and provide a copy to the Administrator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
- G. The Administrator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. (See Appendix J: Administrator Response Form)
- H. The Administrator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Assessment

report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J. If the rating in the Formative Assessment report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.

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

- A. Administrators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Administrator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Administrator on a different Educator plan, appropriate to the new rating.
- B. The Formative Evaluation report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Administrator 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 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. (See Appendix G: Administrator Collection of Evidence) 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 (See Appendix K: Formative Evaluation Report Form) and provide a copy to the Administrator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
- E. Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Evaluation Report.
- F. The Administrator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. (See Appendix J: Administrator Response Form)

- G. The Administrator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I. If the rating in the Formative Evaluation report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.

14. Evaluation Cycle: Summative Evaluation

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

practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.

- H. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I. The Evaluator shall submit the Summative Evaluation report through OASYS 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. (See Appendix J: Administrator Response Form)
- O. A copy of the signed final Summative Evaluation report shall be filed in the Administrator's personnel file.

15. Educator Plans – General

- A. Educator Plans shall be designed to provide Administrators with feedback for improvement, professional growth, and leadership; and to ensure Administrator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B. The Educator Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;

- ii. At least one goal for the improvement the learning, growth and achievement of the students under the Administrator’s responsibility;
 - iii. An outline of actions the Administrator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Administrator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- C. It is the Administrator’s responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16. Educator Plans: Developing Educator Plan

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

17. Educator Plans: Self-Directed Growth Plan

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

18. Educator Plans: Directed Growth Plan

- A. A Directed Growth Plan is for those Experienced Administrators whose overall rating is needs improvement.
- B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C. The Evaluator shall complete a summative evaluation for the Administrator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.

- D. For an Administrator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Administrator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E. For an Administrator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Administrator as unsatisfactory and will place the Administrator on an Improvement Plan for the next Evaluation Cycle.

19. Educator Plans: Improvement Plan

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

- ii. The Administrator may request that a representative of the Bargaining Unit attend the meeting(s).
- iii. If the Administrator consents, the Bargaining Unit 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)**

| 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 24 |
| Administrator submits self-assessment and proposed goals | September 24 |
| 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 29 |
| Evaluator completes Educator Plans | October 15 |
| Evaluator should complete first observation of each Administrator | November 29 |
| 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 19*</i> |
| Evaluator should complete mid-cycle Formative Assessment Reports for Administrators on one-year Educator Plans | <i>February 15</i> |
| Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Administrator | <i>February 29</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 15*</i> |
| Evaluator completes Summative Evaluation Report | June 15 |
| Evaluator meets with Administrators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory | June 24 |
| Evaluator meets with Administrators whose ratings are proficient or exemplary at request of Evaluator or Administrator | June 24 |
| Administrator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt | June 29 |

A. Experienced Administrators on Two Year Plans

| Activity | Completed By |
|---|---|
| Evaluator completes unannounced observation(s) | Any time during the 2-year evaluation cycle |
| Evaluator completes Formative Evaluation Report | June 15 of Year 1 |
| Evaluator conducts Formative Evaluation Meeting, if any | June 29 of Year 1 |
| Evaluator completes Summative Evaluation Report | June 15 of Year 2 |
| Evaluator conducts Summative Evaluation Meeting, if any | June 24 of Year 2 |
| Administrator signs Summative Evaluation Report | June 29 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. Rating of Administrator Impact on Student Learning (ISL)

A. Basis of the Impact on Student Learning Rating

- i. The following student performance measures shall be used in combination with professional judgment to determine an Administrator's impact on student learning, growth, and achievement.
 - (a) Statewide growth measure(s),
 - 1. Where available, statewide growth measures must be selected each year as one of the measures used to determine the Administrator's ISL.
 - 2. Where available, statewide growth measures include the MCAS Student Growth Percentile, or its equivalent, and ACCESS and gain score for ELLs.
 - (b) District-Determined Measures (DDMs) of student learning, growth, or achievement

B. Identifying and Selecting District-Determined Measures

- i. Each Administrator will work as an individual or on a team to develop a student learning goal and a plan to achieve that goal (see Appendix C). As part of the planning process, the Administrator will define the evidence he/she will collect to measure the ISL during the evaluation cycle. With approval of his/her evaluator, that body of evidence will be used as the Administrator's district-determined measure.
- ii. The West Springfield Administrator Evaluation Steering Committee will meet quarterly during each school year. The committee will be composed of the superintendent and building administrators. At each meeting the committee will review the DDM process and ensure consistent implementation of DDMs across the district.

C. DDM Selection Criteria

- i. DDMs may consist of direct or indirect measures.
 - (a) A direct measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.
 1. For all classroom Administrators, at least one measure in each year that will be used to determine an Administrator's ISL must be a direct measure.
 2. Direct measures include, but are not limited to, criterion referenced or statewide measures such as: formative, interim and unit pre- and post-assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.
 - (b) Indirect measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning but do measure the consequences of that learning.
 1. Indirect measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.
- ii. DDMs must be comparable across grade, subject level school-wide or content area district-wide for specialized instructional support personnel.
- iii. The body of evidence that an Administrator collects for his/her student learning goal constitutes the Administrators' DDM. Administrators will use consistent, transparent, and reliable scoring processes and administration guidelines for the evidence they collect. Scoring processes and administration guidelines will be developed and refined by Administrators and administrators on an ongoing basis.
- iv. DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.

D. Professional Development Relating to DDMs

- i. The district shall arrange professional development for all Administrators, principals, and other evaluators that outlines the components of the ISL and prepares Administrators to collect ISL data through the goal setting and planning process. The district through the superintendent and the Administrator Evaluation Steering Committee shall determine the type and quality of professional development based on guidance provided by ESE. Professional development topics may include, but not be limited to, an overview of DDMs and the ISL, the district's DDM implementation plans, and a suggested list of assessments that can be used as DDMs.

E. Evaluator/Administrator Conferences Related to ISL

- i. If an Administrator will be rated as having proficient or high ISL, the evaluator is not required to meet with the Administrator prior to the completion of the Administrator's formative or summative evaluation. However, if an Administrator will possibly be rated as having low ISL, the evaluator is required to meet with the Administrator prior to the completion of the Administrator's formative or summative evaluation. This meeting must occur between the date by which the Administrator submits his/her evidence and the due date for the formative or summative evaluation.

F. Preliminary and Final Ratings of ISL

- i. For the body of evidence that constitutes an Administrator's DDM, the evaluator will determine whether in general, the Administrator's ISL is high, proficient, or low. The evaluator's determination will result in a designation of high, proficient, or low impact for the Administrator for the entire body of evidence collected during the evaluation cycle. Based on this determination, and in support of the continuous growth and development of the Administrator, the evaluator may recommend modifications to the Administrator's instructional practice.
- ii. The Administrator will receive either a preliminary rating or final rating of ISL depending upon where the Administrator is in the evaluation cycle. The preliminary rating provides an initial indicator of the trends emerging from the body of evidence collected by the Administrator.
- iii. **Two Year Self-Directed Growth Plans**
For an Administrator on a two-year self-directed growth plan, he/she will receive a **preliminary rating** of ISL on his/her formative evaluation. The Administrator will then receive a **final rating** of ISL at end of his/her evaluation cycle on the summative evaluation form.
- iv. **One Year Self-Directed Growth Plans**
An Administrator cannot be placed on a one year self-directed growth plan until the 2016-17 school year at the earliest because this option is not available for any Administrator until his/her evaluation cycle including DDMs is completed one time. The use of preliminary and final ratings for Administrators on one year self-directed growth plans will be determined during the 2015-16 school year.
- v. **Directed Growth Plans**
For an Administrator on a directed growth plan, he/she will receive a **preliminary rating** of ISL on the summative evaluation.
- vi. **Developing Administrator Plans**
For an Administrator on a developing Administrator plan, he/she will receive a **preliminary rating** of ISL on the summative evaluation at the end of his/her first and second evaluation cycle. The developing Administrator will receive a **final rating** of ISL on his/her summative evaluation at the end of the third evaluation cycle.
- vii. **Improvement Plan**
Administrators who are assigned an improvement plan after having completed a Self-Directed Growth Plan (and having received an unsatisfactory rating) will receive a **preliminary rating** of ISL on his/her summative evaluation.
Administrators who are assigned an Improvement Plan after having completed a Directed Plan will receive a **final rating** of ISL on his/her summative evaluation at the end of the evaluation cycle.

G. Determining an ISL

- i. The evaluator shall use his/her professional judgment to determine whether an Administrator is having a high, proficient, or low impact on student learning based upon the Administrator's student learning goal. The evaluator will consider the designations of impact (high, proficient, or low) from at least two measures (a statewide growth measure must be used as one measure, where available) in each of at least two years and will apply professional judgment to those designations in order to establish trends and patterns in student learning, growth, and achievement, before determining the Administrator's ISL. The evaluator's professional

judgment may include, but is not limited to, consideration of the Administrator's designated case load and specific learning context.

- (a) A rating of high indicates that the Administrator's students demonstrated significantly higher than one year's growth relative to the Administrator's student learning goal. The evaluator must also rate the Administrator as "Exceeded" on the progress toward student learning goal if this level of growth is achieved.
- (b) A rating of proficient indicates that the Administrator's students demonstrated one year's growth relative to the Administrator's student learning goal. The evaluator must also rate the Administrator as either "Significant Progress" or "Met" on the progress toward student learning goal if this level of growth is achieved.
- (c) A rating of low indicates that the Administrator's students demonstrated significantly lower than one year's student learning growth relative to the Administrator's student learning goal. The evaluator must also rate the Administrator as either "Some Progress" or "Not Met" on the progress toward student learning goal if this level of growth is achieved.

H. Intersection between the Summative Performance Rating and the ISL

- i. An Administrator's Summative Performance Rating is a rating of Administrator practice (See Article 17 Section 15). The Administrator's ISL is a rating of impact on student learning, growth, and achievement and is directly connected to the Administrator's rating of progress toward the student learning goal.
- ii. Administrators whose overall Summative Performance Rating is exemplary and whose ISL is proficient or high shall be recognized as determined through future collective bargaining.
- iii. Administrators whose overall Summative Performance Rating is proficient and whose ISL is proficient or high may be recognized as determined through future collective bargaining. Such Administrators shall be placed on a two-year self-directed growth plan. See Section 18.A.
- iv. Administrators whose overall Summative Performance Rating is exemplary or proficient and whose ISL is low shall be placed on a one-year self-directed growth plan. See Section 18.B.
 - (a) In such cases, the evaluator's supervisor shall discuss and review the Summative Performance Rating with the evaluator and the supervisor shall confirm or revise the Administrator's rating. In cases where the superintendent serves as the evaluator, the superintendent's decision on the rating shall not be subject to such review.
 - (b) The Administrator and the evaluator shall analyze the discrepancy between the Summative Performance Rating and ISL to seek to determine the cause of the discrepancy.
 - (c) The Administrator Plan may include a goal related to examining elements of practice that may be contributing to low impact.
- v. When the Administrator begins a new evaluation cycle, he/she will use the evidence of performance and the ISL when composing the self-assessment, writing goals and creating a new Administrator plan.

I. DDM Implementation Schedule

- i. Training for all members of Unit A and administrators will occur at the beginning of the 2014-15 school year.
- ii. During the 2014-15 school year, the Administrator who is beginning the evaluation cycle will follow the guidelines set forth in Section 22.
- iii. During the 2014-15 school year, any Administrator who is midway through the evaluation cycle (e.g., year two of a two-year directed growth plan) will not follow the guidelines set forth in

Section 22. Such an Administrator will begin to follow these guidelines when his/her cycle begins again during the 2015-16 school year.

22. 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.

23. 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.

24. Transition from Existing Evaluation System

A. Administrators who have received ratings of satisfactory in the prior year will be placed on two-year Self-Directed Growth Plans. Administrators who have received ratings of needs improvement, 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 SMR 35.11(1).

25. 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 include the Unit B negotiators, superintendent, assistant superintendent, and school committee representative. The joint labor-management team 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 procedures. 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.

**ARTICLE 11
WITHHOLDING OF INCREMENT**

- A. 1. An Administrator may advance to the next higher step in the salary schedule or may receive a wage increase or wage increment provided that a satisfactory evaluation rating has been received from the Superintendent in accordance with the evaluation procedure. If the Administrator is not evaluated directly by the Superintendent, there shall be a joint evaluation by the immediate Supervisor and the Superintendent.
- 2. If the Administrator is subject to the withholding of a step increment or the withholding of a wage increase or wage increment because of a failure to obtain a satisfactory evaluation, he/she shall be notified of such action immediately following the evaluation or re-evaluations as provided for in Article 10, B. 1.
- 3. If an Administrator is scheduled for advancement to the next higher step in the salary schedule or if a wage increase or wage increment has been agreed to and the Administrator has been advised that he/she will not receive advancement to the next step or the wage increase or wage increment, then re-evaluation shall take place in accordance with Article 10, B. 1.
- 4. If a satisfactory evaluation rating is not received by an Administrator following the above procedure, he/she may, if he/she desires, request in writing, within three (3) days of receipt of such notification, a hearing with the Superintendent and he/she may, if he/she desires, be accompanied by a representative of the Bargaining Unit at the meeting.
- 5. The Superintendent will conduct the hearing within five (5) working days of the receipt of the request. The Administrator is entitled to know the reasons for the wage or increment withholding.
- 6. If the Administrator is not satisfied with the results of the hearing with the Superintendent, he/she may request in writing, within two (2) working days after the hearing before the Superintendent, a final hearing with the School Committee. The School Committee will conduct the hearing at its next scheduled meeting. The Administrator may, if he/she desires, be accompanied by a representative of the Bargaining Unit at the hearing.
- B. 1. Unit B members will fulfill all professional development/ recertification requirements according to Department of Education policies. Professional development/recertification activities will be related to district and school goals.
- 2. The courses referred to in Section B1. above shall be reported to the Superintendent's Office and must be approved.

**ARTICLE 12
USE OF SCHOOL FACILITIES**

- A. After the close of school on school days, the Bargaining Unit shall have the right to use designated areas in school buildings for meetings of teachers and Administrators provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to Committee Rules and Regulations; provided, however, that there shall be no cost to the Bargaining Unit for such meetings as long as no overtime custodial cost to the Committee is involved.
- B. The Bargaining Unit may place one (1) bulletin board in each school building for the purpose of displaying notices, circulars, and other Bargaining Unit materials. Copies of all such notices and material will be given to the building Principal but his /her advance approval will not be required.

**ARTICLE 13
TEMPORARY LEAVES OF ABSENCE**

- A. Administrators will be entitled to the following temporary leaves of absence with pay each school year.
 - 1. Professional employees shall be entitled to three (3) days leave each year at full pay for personal or legal matters which require absence during school hours and may not be taken care of during non-school hours. Whenever possible, at least twenty-four (24) hours notice will be given to the Superintendent indicating the date and if for "Legal" or "Personal" reasons. This leave shall be charged to sick leave.

In addition, professional employees shall be entitled to three (3) religious observance days, not to be charged to personal days or sick days. Whenever possible, at least twenty-four (24) hours notice will be given to the Superintendent indicating the taking of such religious leave.
 - 2. Prior approval must be obtained for the following reasons to secure compensation:
 - a. Four (4) days maximum to visit other school systems. Approval of the Superintendent is required.
 - b. Permission for time off to attend conferences and conventions must be secured in advance. Compensation for such absences will be granted if approved by the Superintendent.
 - 3. Time necessary for appearance in any legal proceedings connected with the Administrator's employment or with the school system or if the Administrator is subpoenaed as a witness, excluding Bargaining Unit business.
 - 4. Any employee having at least six (6) months of continuous service with the Town and being required to perform temporary active duty of any unit of the United States Reserves or the State National Guard shall be entitled to full compensation for not more than seventeen (17) days per calendar year. He/she will receive the difference between his/her regular pay and the pay he/she receives from the State or Federal Government.
- B. 1. a. Up to five (5) working days at any one (1) time will be allowed in the event of the death of an Administrator's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling or other members of the immediate household. This leave shall be in addition to sick leave.

- b. Up to three (3) days at any one (1) time in the event of the death of an Administrator's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece or nephew unless such person is a member of the immediate household. This leave shall be charged to sick leave.
 - c. Additional time may be granted at the discretion of the Superintendent. Such additional time shall be charged to sick leave.
- C. No Administrator will be required to arrange for his/her own substitute.
- D. Family Illness – Up to a total of five (5) days of sick leave during the school year shall be allowed for illness in the “immediate family” where it becomes necessary for the administrator to assist in the care of those immediate family members who are ill. Immediate family shall include an administrator's spouse, children or parents, when such relatives reside in the administrator's household.

**ARTICLE 14
EXTENDED LEAVES OF ABSENCE**

- A. A leave of absence without pay of up to two (2) years will be granted to any Administrator who joins the Peace Corps, or other volunteer corps, and is a full time participant in any such program. Upon return from such leave, an Administrator will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- B. Military leave will be granted to any Administrator who is inducted, recalled, or enlists in any branch of the Armed Forces of the United States. Upon return from any such leave, an Administrator 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 his/her absence up to a maximum of four (4) years.
- C. FAMILY MEDICAL LEAVE ACT
This act entitles eligible employees to take up to twelve (12) weeks [or twenty-six (26) weeks if leave to care for a covered service member with a serious injury or illness is also used] of unpaid leave for medical reasons such as: the employee's own illness, the birth or adoption of a child or the placement of a child for foster care, a qualifying exigency while a covered service member is on active duty in support of a contingency operation, and for the care of a child, spouse or parent who has a serious health condition.

This leave shall be without pay except that employee must use all accrued personal time, and all sick time, to the extent permissible under Section A (sick leave) of Article 20, during the leave.

Employees shall submit all requests for leave on an approved form with accompanying medical documentation on an approved form as far in advance of the leave as possible and not less than thirty (30) days before the first day of leave requested when such leave is foreseeable.

The duration of the leave and the timing of the employee's return to employment shall be determined in accordance with the specific provisions of the FMLA and the regulations enacted thereunder.

The twelve (12) month period for calculating leave will be a twelve (12) month rolling period computed backwards to the date leave is used.

- D. The Committee may grant a leave of absence without pay to an Administrator to serve in a public office.

- E. Other leaves of absence without pay may be granted by the Superintendent.
- F. All benefits to which an Administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return and he/she will be assigned to the same position he/she held at the time said leave commenced, or to a substantially equivalent position, if available.
- G. All communications regarding leaves of absence will be in writing.

**ARTICLE 15
SABBATICAL LEAVE**

Upon recommendation by the Superintendent, sabbatical leaves will be granted for study to a member of the administrative staff by the Superintendent subject to the following conditions:

- A. No more than one (1) member of the administrative staff will be absent on sabbatical leave at any one time.
- B. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be requested by the Superintendent. The suggested date for application is prior to December 31. Applications received after December 31 may be considered by the Superintendent. Under special circumstances, a sabbatical leave can be extended beyond the limits of this Agreement.
- C. The Administrator has completed at least seven (7) consecutive full school years of service in the West Springfield School System.
- D. Administrators on sabbatical leave will be paid at sixty (60%) per cent of their regular salary rate.
- E. The Administrator will agree to return to employment in the West Springfield School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.
- F. The granting of sabbatical leave is at the sole discretion of the Superintendent and not subject to the grievance and arbitration provisions of this Contract.

**ARTICLE 16
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The Committee, upon prior written request by an Administrator, may pay reasonable expenses including fees, meals, lodging and transportation incurred by the professional employees who attend workshops, seminars, conferences or other professional improvement sessions. Attendance at such sessions must be with the prior approval of the Superintendent of Schools and at the discretion of the Committee.
- B. If an Administrator provides professional development within the district, the Committee agrees to pay twenty-five dollars (\$25) per hour if it is a non-working day or twenty-five dollars (\$25) per hour for prep-time up to five hours (based on a ration of 1 hour for each 3 hours of presentation).

**ARTICLE 17
PROTECTION**

- A. Administrators will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent in writing. Such report will be forwarded to the Committee.
- B. The Committee will comply with any reasonable requests from the Administrator for information in its possession relating to the incident or the persons involved.

- C. If criminal or civil proceedings are brought against an Administrator alleging that he/she committed an assault in connection with his/her employment, the Committee may furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance. If the Committee does not provide such counsel and the employee, after having so requested in writing, prevails in the proceedings, then the Committee will reimburse the employee for reasonable counsel fees incurred by him/or her.
- D. Indemnification of the Administrator for expenses or damages in connection with criminal or civil procedures shall be in accordance with General Laws, Chapter 258, Section 9. The Committee agrees that it will use all reasonable means to attempt to arrange insurance to cover the Administrator for expenses or damages sustained by him/her by reason of an action or claim against him/her arising out of any other acts done by the Administrator while acting in such capacity or for which the Committee is authorized in its discretion to indemnify under Chapter 258, Section 9.
- E. Within sixty (60) days of execution of this agreement, the District will provide Unit B members with a one million dollar error and omissions liability policy.

**ARTICLE 18
SICK LEAVE**

- A. Administrators hired prior to July 1, 2017 will accrue the following number of sick leave days each year as of the first official reporting for duty on that day.
 - 1. At least a 219 work day year – 18 days
 - 2. At least a 200 work day year – 17 days
 - 3. At least a 190 work day year – 16 days
 - 4. At least a 182 work day year – 15 days
- B. Administrators hired after June 30, 2017 will be credited with fifteen (15) sick days on the first work day of each year (prorated if the Administrator is hired after the first work day of the year.)

Sick leave days are essentially a form of insurance protection for the employee and are a right to compensation that does not vest in any employee until he/she has a bona fide sickness preventing him/her from reporting for and performing his/her duties.

Sick leave days may be accumulated from year to year up to a maximum of two hundred thirty (230) days.

In the event an Administrator is absent four (4) consecutive days or before or after a holiday, the Superintendent or building principal may request a medical excuse. If an Administrator uses less than five (5) consecutive days of sick leave, the Superintendent or building principal may require such certificate of disability if he has reasonable grounds to believe that sick leave is being abused or is excessive.

**ARTICLE 19
LONGEVITY**

- A. Longevity Benefit
 - 1. An administrator with fifteen (15) or more years of employment with the Committee, at least five (5) years of which were in a position covered by this Agreement, may elect to increase his/her pay for two (2) consecutive years by the following amounts:
 - 1) \$3,000
 - 2) \$4,000

2. After receiving these payments, the administrator will not be eligible to reapply for this benefit at any time.
3. An administrator must apply for these payments in writing on or before January 1 of the school year proceeding the school year in which he/she wishes to begin said benefit.
4. If the administrator does not receive all of the above seven thousand dollars (\$7,000) prior to separation from employment, he/she shall be entitled to a lump sum payment at the time of separation from employment equal to the unpaid balance payable no later than July 1 immediately following the separation, except as provided below.
5. Participation in the longevity benefit is irrevocable after receipt by the Committee of the administrator's application for said benefits. No administrator will be entitled to receive any payments hereunder after date of termination for just cause.
6. An administrator qualifies for a sick leave buyout of fifteen dollars (\$15) per day up to a maximum of two hundred thirty (230) days at the time of retirement.

**ARTICLE 20
PERSONAL INJURY**

- A. Whenever an Administrator is absent from school as a result of personal injury caused by an assault occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any Workmen's Compensation award made for temporary disability due to said injury) for the period of such absence and no part of accumulated sick leave will be deducted.
- B. Whenever an Administrator is absent from school as a result of personal injury caused by an accident occurring in the course of his/her employment, he/she will be paid his/her full salary (less the amount of any Workmen's Compensation award made for temporary disability due to said injury) for the period of such absence and such time will be deducted from sick leave.

**ARTICLE 21
INSURANCE AND ANNUITY PLAN**

- A. (1) The Committee shall pay sixty percent (60%) of the following types of insurance coverage, provided the employee is regularly scheduled to work at least twenty (20) hours per week: Individual or family coverage, whichever applies in the particular case, for P.P.O. or P.O.S. or similar coverage (excluding HMOs which are governed by Subsection A.2 below)
- (2) The Committee shall pay seventy-five percent (75%) of the cost of the HMO insurance coverage offered by the Town of West Springfield provided the employee is regularly scheduled to work at least twenty (20) hours per week.
- B. The Committee shall pay seventy-five percent (75%) of the cost of a two thousand dollar (\$2,000) term life insurance plan of the type presently available to teachers, provided the employee is regularly scheduled to work at least twenty (20) hours per week.
- C. The Committee agrees to provide health insurance in accordance with the Town's health insurance Memorandum of Agreement and the Addendum thereto. It is noted that said Memorandum of Agreement and the Addendum thereto provides that, until June 30, 2018, the Town will reimburse eligible employees for the difference between the emergency room, high tech imaging (i.e., MRI, CT, PET), hospital in-patient and ambulatory surgical co-pays in effect during the 2013 fiscal year

and the emergency room, hospital in-patient and ambulatory surgical co-pays in effect during the 2012 fiscal year.

- D. Administrators agree to join the State's G.I.C. insurance plan at the same contribution rates should the Mayor decide it is in the best interest of the Town.
- E. Administrators will be eligible to participate in a "tax sheltered" annuity plan established pursuant to United States Public Law #87-370.
- F. The Committee will, upon receipt of a documented property damage claim because of vandalism and evidence of an insurance company payment, contribute a maximum of three hundred dollars (\$300) to offset the deductible costs incurred by the Administrator. Documentation must establish that the vandalism act occurred while the Administrator was on the job and executing the assigned duties of his/her job.
- G. The Committee has the right to reopen this Agreement if contribution rate reductions are not implemented because another Bargaining Unit does not agree or is successful in litigating the changes.

ARTICLE 22 GENERAL

- A. There will be no reprisals of any kind against any Administrator by reason of his/her membership in the Bargaining Unit or participation in its activities.
- B. 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 any discipline or discrimination with respect to the professional employment of such Administrator.
- C. Each of the parties acknowledges the rights, responsibilities and dignity of the other party and agrees to discharge its responsibilities effected by this Agreement and the desire for harmonious relations.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- E. The Committee and the Bargaining Unit both recognize that efficient communication is an effective one and leads to a smoother dialogue between the parties involved. In order to achieve this goal, the Committee and the Bargaining Unit agree that all written communications will be acknowledged in writing and received by the originator within a period of ten (10) school days.
- F. The Committee will, upon request, provide the Bargaining Unit with information which will assist the Bargaining Unit in developing intelligent, accurate, informed and constructive programs on behalf of the administrators, if same can be supplied at a reasonable cost.
- G. Current position specifications for all positions in the school system will be available in the Superintendent's Office.
- H. Payment for travel will be at a rate set by Town Ordinance.
- I. Any member of the Bargaining Unit who serves as a grand or traverse juror in a Federal Court or in the Courts of the Commonwealth shall be paid the difference between his/her salary and the

compensation he/she received for such jury service, exclusive of any travel or allowance in accordance with the provisions of G.L., Ch. 234, Sec. 1B.

ARTICLE 23 PROFESSIONAL BEHAVIOR

The Committee and the Bargaining Unit (Unit B) recognize that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by an Administrator reflect adversely upon the profession and create undesirable conditions in the school building. The Committee and the Bargaining Unit (Unit B) further recognize the Code of Ethics of the Education Profession as defining acceptable criteria of professional behavior.

ARTICLE 24 SENIORITY-REDUCTION IN STAFF- RECALL

In the event it becomes necessary to reduce the number of employees in the Bargaining Unit, the School Committee will consider ability, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c. 71, §38, the best interests of the students, qualifications and length of service; and, when factors that constitute ability and qualifications, indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L. c. 71, §38 and the best interests of the students are relatively equal, length of continuous service shall prevail.

In the following order, the laid-off employee or the employee whose position is eliminated in the Bargaining Unit shall:

1. Be offered a position within his/her classification (salary rate) in Unit B provided the individual has greater length of service in the West Springfield School System within his/her present classification.
2. Shall be moved to a position in Unit B, which most closely approximates (but does not exceed) his/her current classification provided that the laid-off employee is qualified and has a greater length of service within the unit than the Administrator in that position.
3. Shall be given preference for an open position of equal or less classification in Unit B for which he/she is qualified.
4. In Unit B, ability means normal capacity for the job.

In Unit B, qualifications means the employee has on file with the Office of the Superintendent evidence that he/she possesses the licensure or can obtain said licensure by the effective date of his/her layoff and that the employee satisfies the minimum requirements for employment at such position as specified in the job description for the position then in existence.

Seniority means an employee's continuous length of service in the West Springfield School System to his/her most recent date of employment by the Committee.

Employees who have been laid off shall be entitled to recall rights for a period of time equal to the continuous service on the effective date of their respective layoffs but under no circumstances more than two (2) years. The factors of ability, qualifications and seniority, which determined the order of layoff, will determine the order of recall. Failure of an employee to return to work by one (1) month after recall will be cause for removal of his/her name from the recall list. All benefits to which an employee was entitled at the time of layoff shall be restored in full upon re-employment within the recall period.

Seniority shall be forfeited by discharge, resignation, failure to return to work from layoff upon recall, and a layoff equal in length to the employee's seniority upon layoff when less than two (2) years and of two (2) years when it exceeds that period.

Employees who are to be affected by a reduction in staff must be notified in writing no later than May 15th of the school year preceding the year in which the reduction will take effect. Said notice shall include the specific reasons for the layoff.

Laid off employees may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the Bargaining Unit by reimbursing the Town Treasurer for premium costs provided it is permissible under the conditions of the carrier. Failure to forward premium payments to the Town Treasurer or refusal to return to employment upon recall will terminate this option. While members of the Bargaining Unit continue on layoff, the Committee agrees not to hire any new employee in the unit unless:

1. No employee on layoff is qualified to fill a position nor could become qualified with retraining, and
2. All qualified employees on layoff decline an offer to fill the vacancy.

A list specifying the seniority of each member of the Bargaining Unit shall be prepared by the Committee and forwarded to the President of the Bargaining Unit Representatives within thirty (30) days following the execution of this Agreement. An updated "Seniority List" shall be supplied by the Committee annually thereafter.

ARTICLE 25 REIMBURSEMENT FOR COURSES TAKEN

Members of the Bargaining Unit will be reimbursed for courses taken with the approval of the Superintendent. The maximum expenditure per year to be spent on such reimbursement shall be seven thousand, six hundred dollars (\$7,600). Members of the Bargaining Unit will share in the reimbursement pool on a pro rata basis with no one member taking more than twenty-five percent (25%) of total for that year. Any reimbursement due shall be paid by August 15th following the completion of the school year.

ARTICLE 26 MANAGEMENT RIGHTS

Except as specifically abridged, delegated, granted or modified, by this Contract, or any supplement thereto, or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers, and authority held by the School Committee or their agents as designated by law, prior to the effective date of said Contract, and all rights and powers vested by law are retained by the School Committee and exercise of said rights, powers, and/or authority, shall not be subject to the grievance procedure and/or arbitration.

The Parties agree that the operation of the School Department of the Town of West Springfield, the supervision of the employees and of their work, are the rights of the Committee or their agents as designated by law alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to assure orderly and effective work; to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed, and of employee competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of employees for just cause, without discrimination, are exclusive rights of

the Committee or their agents. Consistent with Chapter 150E of the General Laws, the right to discuss terms and conditions of employment with employees and to inform them concerning employment matters remain exclusive rights of the Committee and its agents.

**ARTICLE 27
DURATION**

This Agreement will become effective retroactive to July 1, 2014 and remain in full force and effect until June 30, 2020.

IN WITNESS WHEREOF, the WEST SPRINGFIELD SCHOOL COMMITTEE and the UNIT B ADMINISTRATORS, have caused this Agreement to be signed and sealed on this 1st day of June, 2017.

FOR THE SCHOOL COMMITTEE

FOR UNIT B ADMINISTRATORS

Chairman

I

, CFO
Town of West Springfield

ELEMENTARY VICE PRINCIPAL (195 DAYS)

2017-2018
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$77,612 | \$79,216 | \$80,927 | \$82,522 | \$84,252 | \$87,837 |
| 1 | 2 | \$80,020 | \$81,613 | \$83,335 | \$84,932 | \$86,653 | \$90,240 |
| 2 | 3 | \$82,419 | \$84,016 | \$85,739 | \$87,328 | \$89,059 | \$92,646 |
| 3 | 4 | \$83,234 | \$84,844 | \$88,142 | \$89,737 | \$91,467 | \$95,054 |
| 4 | 5 | \$84,054 | \$85,679 | \$89,014 | \$90,619 | \$92,364 | \$95,949 |
| 5 | 6 | \$85,749 | \$87,392 | \$90,761 | \$92,375 | \$94,134 | \$97,722 |

ELEMENTARY VICE PRINCIPAL (195 DAYS)

2018-2019
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$79,164 | \$80,800 | \$82,546 | \$84,172 | \$85,937 | \$89,594 |
| 1 | 2 | \$81,620 | \$83,245 | \$85,002 | \$86,631 | \$88,386 | \$92,045 |
| 2 | 3 | \$84,067 | \$85,696 | \$87,454 | \$89,075 | \$90,840 | \$94,499 |
| 3 | 4 | \$84,899 | \$86,541 | \$89,905 | \$91,532 | \$93,296 | \$96,955 |
| 4 | 5 | \$85,735 | \$87,393 | \$90,794 | \$92,431 | \$94,211 | \$97,868 |
| 5 | 6 | \$87,464 | \$89,140 | \$92,576 | \$94,223 | \$96,017 | \$99,676 |

ELEMENTARY VICE PRINCIPAL (195 DAYS)

2019-2020
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$80,747 | \$82,416 | \$84,197 | \$85,855 | \$87,656 | \$91,386 |
| 1 | 2 | \$83,252 | \$84,910 | \$86,702 | \$88,364 | \$90,154 | \$93,886 |
| 2 | 3 | \$85,748 | \$87,410 | \$89,203 | \$90,857 | \$92,657 | \$96,389 |
| 3 | 4 | \$86,597 | \$88,272 | \$91,703 | \$93,363 | \$95,162 | \$98,894 |
| 4 | 5 | \$87,450 | \$89,141 | \$92,610 | \$94,280 | \$96,095 | \$99,825 |
| 5 | 6 | \$89,213 | \$90,923 | \$94,428 | \$96,107 | \$97,937 | \$101,670 |

MIDDLE SCHOOL VICE PRINCIPAL (210 DAYS)

2017-2018
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|-----|------|----------|----------|----------|----------|-----------|-----------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$83,269 | \$84,941 | \$86,726 | \$88,375 | \$90,189 | \$93,707 |
| 1 | 2 | \$85,778 | \$87,448 | \$89,237 | \$90,902 | \$92,702 | \$96,222 |
| 2 | 3 | \$88,288 | \$89,957 | \$91,754 | \$93,417 | \$95,214 | \$98,734 |
| 3 | 4 | \$89,174 | \$90,847 | \$94,267 | \$95,929 | \$97,732 | \$101,251 |
| 4 | 5 | \$90,053 | \$91,744 | \$95,223 | \$96,875 | \$98,694 | \$102,214 |
| 5 | 6 | \$91,808 | \$93,515 | \$97,058 | \$98,695 | \$100,534 | \$104,051 |

MIDDLE SCHOOL VICE PRINCIPAL (210 DAYS)

2018-2019
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|-----|------|----------|----------|----------|-----------|-----------|-----------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$84,934 | \$86,640 | \$88,461 | \$90,143 | \$91,993 | \$95,581 |
| 1 | 2 | \$87,494 | \$89,197 | \$91,022 | \$92,720 | \$94,556 | \$98,146 |
| 2 | 3 | \$90,054 | \$91,756 | \$93,589 | \$95,285 | \$97,118 | \$100,709 |
| 3 | 4 | \$90,957 | \$92,664 | \$96,152 | \$97,848 | \$99,687 | \$103,276 |
| 4 | 5 | \$91,854 | \$93,579 | \$97,127 | \$98,813 | \$100,668 | \$104,258 |
| 5 | 6 | \$93,644 | \$95,385 | \$98,999 | \$100,669 | \$102,545 | \$106,132 |

MIDDLE SCHOOL VICE PRINCIPAL (210 DAYS)

2019-2020
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|-----|------|----------|----------|-----------|-----------|-----------|-----------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$86,633 | \$88,373 | \$90,230 | \$91,946 | \$93,833 | \$97,493 |
| 1 | 2 | \$89,244 | \$90,981 | \$92,842 | \$94,574 | \$96,447 | \$100,109 |
| 2 | 3 | \$91,855 | \$93,591 | \$95,461 | \$97,191 | \$99,060 | \$102,723 |
| 3 | 4 | \$92,776 | \$94,517 | \$98,075 | \$99,805 | \$101,681 | \$105,342 |
| 4 | 5 | \$93,691 | \$95,451 | \$99,070 | \$100,789 | \$102,681 | \$106,343 |
| 5 | 6 | \$95,517 | \$97,293 | \$100,979 | \$102,682 | \$104,596 | \$108,255 |

HIGH SCHOOL VICE PRINCIPAL (215 DAYS)

2017-2018
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$89,363 | \$91,103 | \$92,962 | \$94,656 | \$96,565 | \$100,169 |
| 1 | 2 | \$91,979 | \$93,718 | \$95,573 | \$97,310 | \$99,180 | \$102,784 |
| 2 | 3 | \$94,590 | \$96,334 | \$98,196 | \$99,926 | \$101,795 | \$105,397 |
| 3 | 4 | \$95,556 | \$97,285 | \$100,812 | \$102,544 | \$104,420 | \$108,023 |
| 4 | 5 | \$97,363 | \$99,113 | \$102,674 | \$104,424 | \$106,316 | \$109,918 |

HIGH SCHOOL VICE PRINCIPAL (215 DAYS)

2018-2019
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$91,150 | \$92,925 | \$94,821 | \$96,549 | \$98,496 | \$102,172 |
| 1 | 2 | \$93,819 | \$95,592 | \$97,484 | \$99,256 | \$101,164 | \$104,840 |
| 2 | 3 | \$96,482 | \$98,261 | \$100,160 | \$101,925 | \$103,831 | \$107,505 |
| 3 | 4 | \$97,467 | \$99,231 | \$102,828 | \$104,595 | \$106,508 | \$110,183 |
| 4 | 5 | \$99,310 | \$101,095 | \$104,727 | \$106,512 | \$108,442 | \$112,116 |

HIGH SCHOOL VICE PRINCIPAL (215 DAYS)

2019-2020
2% increase

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$92,973 | \$94,784 | \$96,717 | \$98,480 | \$100,466 | \$104,215 |
| 1 | 2 | \$95,695 | \$97,504 | \$99,434 | \$101,241 | \$103,187 | \$106,937 |
| 2 | 3 | \$98,412 | \$100,226 | \$102,163 | \$103,964 | \$105,908 | \$109,655 |
| 3 | 4 | \$99,416 | \$101,216 | \$104,885 | \$106,687 | \$108,638 | \$112,387 |
| 4 | 5 | \$101,296 | \$103,117 | \$106,822 | \$108,642 | \$110,611 | \$114,358 |

DIRECTOR OF PHYSICAL EDUCATION & ATHLETICS (222 DAYS)

2017-2018
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$84,231 | \$85,876 | \$87,640 | \$89,284 | \$91,061 | \$94,463 |
| 1 | 2 | \$86,720 | \$88,415 | \$90,227 | \$91,922 | \$93,749 | \$97,253 |
| 2 | 3 | \$89,285 | \$91,033 | \$92,897 | \$94,642 | \$96,520 | \$100,126 |
| 3 | 4 | \$90,166 | \$91,930 | \$93,811 | \$95,574 | \$97,470 | \$101,116 |
| 4 | 5 | \$91,921 | \$93,703 | \$95,602 | \$97,385 | \$99,296 | \$102,978 |

DIRECTOR OF PHYSICAL EDUCATION & ATHLETICS (222 DAYS)

2018-2019
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$85,916 | \$87,594 | \$89,393 | \$91,070 | \$92,882 | \$96,352 |
| 1 | 2 | \$88,454 | \$90,183 | \$92,032 | \$93,760 | \$95,624 | \$99,198 |
| 2 | 3 | \$91,071 | \$92,854 | \$94,755 | \$96,535 | \$98,450 | \$102,129 |
| 3 | 4 | \$91,969 | \$93,769 | \$95,687 | \$97,485 | \$99,419 | \$103,138 |
| 4 | 5 | \$93,759 | \$95,577 | \$97,514 | \$99,333 | \$101,282 | \$105,038 |

DIRECTOR OF PHYSICAL EDUCATION & ATHLETICS (222 DAYS)

2019-2020
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$87,634 | \$89,346 | \$91,181 | \$92,891 | \$94,740 | \$98,279 |
| 1 | 2 | \$90,223 | \$91,987 | \$93,873 | \$95,635 | \$97,536 | \$101,182 |
| 2 | 3 | \$92,892 | \$94,711 | \$96,650 | \$98,466 | \$100,419 | \$104,172 |
| 3 | 4 | \$93,808 | \$95,644 | \$97,601 | \$99,435 | \$101,407 | \$105,201 |
| 4 | 5 | \$95,634 | \$97,489 | \$99,464 | \$101,320 | \$103,308 | \$107,139 |

TITLE I DIRECTOR (193 DAYS)

2017-2018
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$77,916 | \$79,523 | \$80,871 | \$82,845 | \$84,581 | \$88,133 |
| 1 | 2 | \$80,324 | \$81,933 | \$83,658 | \$85,265 | \$86,994 | \$90,541 |
| 2 | 3 | \$82,739 | \$84,349 | \$86,073 | \$87,668 | \$89,414 | \$92,964 |
| 3 | 4 | \$83,554 | \$85,181 | \$88,486 | \$90,087 | \$91,826 | \$95,376 |
| 4 | 5 | \$85,242 | \$86,888 | \$90,223 | \$91,842 | \$93,596 | \$97,145 |

TITLE I DIRECTOR (193 DAYS)

2018-2019
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$79,474 | \$81,113 | \$82,488 | \$84,502 | \$86,273 | \$89,896 |
| 1 | 2 | \$81,930 | \$83,572 | \$85,331 | \$86,970 | \$88,734 | \$92,352 |
| 2 | 3 | \$84,394 | \$86,036 | \$87,794 | \$89,421 | \$91,202 | \$94,823 |
| 3 | 4 | \$85,225 | \$86,885 | \$90,256 | \$91,889 | \$93,663 | \$97,284 |
| 4 | 5 | \$86,947 | \$88,626 | \$92,027 | \$93,679 | \$95,468 | \$99,088 |

TITLE I DIRECTOR (193 DAYS)

2019-2020
(2% increase)

| YRS | | MASTERS | MASTERS | MASTERS | MASTERS | MASTERS | DOCTORATE |
|------------|-------------|----------------|----------------|----------------|----------------|----------------|------------------|
| EXP | STEP | | +15 | +30 | +45 | +60 | |
| 0 | 1 | \$81,063 | \$82,735 | \$84,138 | \$86,192 | \$87,998 | \$91,694 |
| 1 | 2 | \$83,569 | \$85,243 | \$87,038 | \$88,709 | \$90,509 | \$94,199 |
| 2 | 3 | \$86,082 | \$87,757 | \$89,550 | \$91,209 | \$93,026 | \$96,719 |
| 3 | 4 | \$86,930 | \$88,623 | \$92,061 | \$93,727 | \$95,536 | \$99,230 |
| 4 | 5 | \$88,686 | \$90,399 | \$93,868 | \$95,553 | \$97,377 | \$101,070 |

APPENDIX A

Guide to School-Level Administrator Rubric

Rubrics – defined in the regulations as “scoring tool[s] that describe characteristics of practice or artifacts at different levels of performance” ([603 CMR 35.02](#)) – are a critical component of the Massachusetts educator evaluation framework and are required for every educator. Rubrics are designed to help educators and evaluators (1) develop a consistent, shared understanding of what proficient performance looks like in practice, (2) develop a common terminology and structure to organize evidence, and (3) make informed professional judgments about formative and summative performance ratings on each Standard and overall. This appendix contains the ESE Model School-Level Administrator Rubric.

Structure of the School-Level Administrator Rubric

- **Standards:** Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for administrators: *Instructional Leadership*; *Management and Operations*; *Family and Community Engagement*; and *Professional Culture*.
- **Indicators:** Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are five Indicators in Standard I of the School Administrator rubric, including *Curriculum*, *Instruction*, and *Evaluation*.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.
- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: *Unsatisfactory*, *Needs Improvement*, *Proficient*, or *Exemplary*.

Use of the School-Level Administrator Rubric

This rubric describes administrative leadership practice at the school level. It is intended to be used throughout the 5 step evaluation cycle for the evaluation of principals by the superintendent (or the superintendent’s designee). The rubric can also be used in the evaluation of other school based leaders (such as assistant principals, department heads, deans, etc.) by the principal or other district administrator.

The responsibilities of administrators to whom this rubric will be applied may vary. ESE encourages administrators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and elements that should be high priorities according to that administrator’s role and responsibilities as well as his/her professional practice, student learning, and school improvement goals. There are a variety of ways to emphasize these components throughout the evaluation cycle. For example, high priority Indicators and/or elements can be analyzed in greater depth during self-assessment, targeted during goal setting, a focus for more comprehensive evidence collection, or all of the above. However, the expectation is that by the end of the evaluation cycle, administrators and evaluators have gathered and shared a reasonable amount of evidence on every Indicator to support a rating for each Standard.

Standards and Indicators of Effective Administrative Leadership

School-Level Administrator Rubric

| Standard I: Instructional Leadership | Standard II: Management & Operations | Standard III: Family and Community Engagement | Standard IV: Professional Culture |
|--|--|---|---|
| <p>A. Curriculum Indicator</p> <ol style="list-style-type: none"> Standards-Based Unit Design Lesson Development Support | <p>A. Environment Indicator</p> <ol style="list-style-type: none"> Plans, Procedures, and Routines Operational Systems Student Safety, Health, and Social and Emotional Needs | <p>A. Engagement Indicator</p> <ol style="list-style-type: none"> Family Engagement Community and Business Engagement | <p>A. Commitment to High Standards Indicator</p> <ol style="list-style-type: none"> Commitment to High Standards Mission and Core Values Meetings |
| <p>B. Instruction Indicator</p> <ol style="list-style-type: none"> Instructional Practices Quality of Effort & Work Diverse Learners' Needs | <p>B. Human Resources Management & Development Indicator</p> <ol style="list-style-type: none"> Recruitment & Hiring Strategies Induction, Professional Development, and Career Growth Strategies | <p>B. Sharing Responsibility Indicator</p> <ol style="list-style-type: none"> Student Support Family Collaboration | <p>B. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> Policies and Practices |
| <p>C. Assessment Indicator</p> <ol style="list-style-type: none"> Variety of Assessments Adjustment to Practice | <p>C. Scheduling & Management Information Systems Indicator</p> <ol style="list-style-type: none"> Time for Teaching and Learning Time for Collaboration | <p>C. Communication Indicator</p> <ol style="list-style-type: none"> Two-Way Communication Culturally Proficient Communication | <p>C. Communications Indicator</p> <ol style="list-style-type: none"> Communication Skills |
| <p>D. Evaluation Indicator</p> <ol style="list-style-type: none"> Educator Goals Observations & Feedback Ratings Alignment Review | <p>D. Law, Ethics & Policies Indicator</p> <ol style="list-style-type: none"> Laws and Policies Ethical Behavior | <p>D. Family Concerns Indicator</p> <ol style="list-style-type: none"> Family Concerns | <p>D. Continuous Learning Indicator</p> <ol style="list-style-type: none"> Continuous Learning of Staff Continuous Learning of Administrator |
| <p>E. Data-Informed Decision Making Indicator</p> <ol style="list-style-type: none"> Knowledge & Use of Data School and District Goals Improvement of Performance, Effectiveness, and Learning | <p>E. Fiscal Systems Indicator</p> <ol style="list-style-type: none"> Fiscal Systems | | <p>E. Shared Vision Indicator</p> <ol style="list-style-type: none"> Shared Vision Development <p>F. Managing Conflict Indicator</p> <ol style="list-style-type: none"> Response to Disagreement Conflict Resolution Consensus Building |

Standards and Indicators of Effective Administrative Leadership

School-Level Administrator Rubric

Standard I: Instructional Leadership. *The education leader promotes the learning and growth of all students and the success of all staff by cultivating a shared vision that makes powerful teaching and learning the central focus of schooling.*

| Indicator I-A. Curriculum: Ensures that all teachers design effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes. | | | | |
|--|--|---|--|---|
| I-A. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
| I-A-1. Standards-Based Unit Design | Does not set the expectation that educators plan standards-based units of instruction, provide adequate resources or support for this activity, and/or monitor or assess progress. | Gives educators resources on how to use a backward design approach to planning standards-based units and checks that teachers engage in instructional planning. Sometimes monitors and assesses progress and provides feedback. | Provides support and assistance for educators and teams to use a backward design approach to plan standards-based units with measurable outcomes and challenging tasks requiring higher-order thinking. Frequently monitors and assesses progress, providing feedback as necessary. | Empowers staff to create with a backward design approach rigorous standards-based units of instruction that are aligned across grade levels and content areas. Continually monitors and assesses progress, provides feedback, and connects educators to additional supports as needed. Is able to model this element. |

| Indicator I-B. Instruction: Ensures that instructional practices in all settings reflect high expectations regarding content and quality of effort and work, engage all students, and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness. | | | | |
|--|--|---|---|--|
| I-B-3. Diverse Learners' Needs | Does not look for evidence of and/or cannot accurately identify more than a few effective teaching strategies and practices. | While observing practice and reviewing unit plans, occasionally looks for evidence of or accurately identifies teaching strategies and practices that are appropriate for diverse learners. | While observing practice and reviewing unit plans, looks for and identifies a variety of teaching strategies and practices that are effective with diverse learners. | Ensures, through observation and review of unit plans, that teachers know and employ teaching strategies and practices that are effective with diverse learners while teaching their content. Is able to model this element. |

| Indicator I-C. Assessment: Ensures that all teachers use a variety of formal and informal methods and assessments to measure student learning, growth, and understanding and make necessary adjustments to their practice when students are not learning. | | | | |
|--|---|---|--|---|
| I-C. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
| I-C-1. Variety of Assessments | Does not communicate or monitor a strategy for assessments, leaving it up to educators to design and implement their own assessments. | Provides educators with some formal assessment options and suggests that they coordinate their assessment practices within their teams and include a variety of assessments but does not monitor this practice. | Supports educator teams to use a variety of formal and informal methods and assessments, including common interim assessments that are aligned across grade levels and subject areas. | Leads educator teams to develop and implement a comprehensive assessment strategy that includes ongoing informal assessment and common interim assessments that are aligned across grade levels and subject areas. Is able to model this element. |

Standards and Indicators of Effective Administrative Leadership

School-Level Administrator Rubric

| Indicator I-D. Evaluation: Provides effective and timely supervision and evaluation in alignment with state regulations and contract provisions, including: | | | | |
|---|--|--|--|--|
| <ol style="list-style-type: none"> Ensures that educators pursue meaningful, actionable, and measurable professional practice and student learning goals. Makes frequent unannounced visits to classrooms and gives targeted and constructive feedback to teachers. Exercises sound judgment in assigning ratings for performance and impact on student learning. Reviews alignment between judgment about practice and data about student learning, growth, or achievement when evaluating and rating educators and understands that the supervisor has the responsibility to confirm the rating in cases in which a discrepancy exists. | | | | |
| I-D. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
| I-D-2. Observations and Feedback | Observes educators only in formal observation visits and/or does not provide honest feedback to educators who are not performing proficiently. | Makes infrequent unannounced visits to classrooms, rarely provides feedback that is specific and constructive, and/or critiques struggling educators without providing support to improve their performance. | Typically makes at least two unannounced visits to classrooms every day and provides targeted constructive feedback to all educators. Acknowledges effective practice and provides redirection and support for those whose practice is less than <i>Proficient</i>. | Makes multiple unannounced visits to classrooms every day and provides targeted constructive feedback within 48 hours. Engages with all educators in conversations about improvement, celebrates effective practice, and provides targeted support to educators whose practice is less than <i>Proficient</i> . Is able to model this element. |

| Indicator I-E. Data-Informed Decision Making: Uses multiple sources of evidence related to student learning, including state, district, and school assessment results and growth data, to inform school and district goals and improve organizational performance, educator effectiveness, and student learning. | | | | |
|---|--|--|---|--|
| I-E. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
| I-E-1. Knowledge and Use of Data | Relies on few data sources that do not represent the full picture of school performance and/or does not analyze the data accurately. | May identify multiple sources of student learning data but these data do not provide multiple perspectives on performance and/or analysis of the data is sometimes inaccurate. | Identifies a range of appropriate data sources and effectively analyzes the data for decision-making purposes. | Leads educator teams to identify a range of appropriate data sources, including non-traditional information that offers a unique perspective on school performance, and models effective data analysis for staff. Is able to model this element. |

Standards and Indicators of Effective Administrative Leadership

School-Level Administrator Rubric

Standard II: Management and Operations. Promotes the learning and growth of all students and the success of all staff by ensuring a safe, efficient, and effective learning environment, using resources to implement appropriate curriculum, staffing, and scheduling

| Indicator II-A. Environment: Develops and executes effective plans, procedures, routines, and operational systems to address a full range of safety, health, and emotional and social needs of students. | | | | |
|---|---|--|---|---|
| II-A. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
| II-A-3. Student Safety, Health, and Social and Emotional Needs | Leaves student discipline largely up to teachers to address on their own or totally delegates to an assistant. Often tolerates discipline violations and enforces the rules inconsistently. | Urges staff to demand good student behavior but allows varying standards to exist in different classrooms and common areas. Addresses student discipline and bullying matters on a case-by-case basis. | Demonstrates high expectations for student behavior and provides appropriate training for staff to uphold these expectations. Establishes school wide routines and consequences, including policies and systems to prevent and address bullying and other behaviors that threaten students' social and emotional well-being. | Consistently showcases high expectations for student behavior and invests staff and students in upholding these expectations. Successfully implements schoolwide routines and consequences such that students take ownership over addressing bullying and other behaviors that threaten students' social and emotional well-being. Is able to model this element. |

Standard III: Family and Community Engagement. Promotes the learning and growth of all students and the success of all staff through effective partnerships with families, community organizations, and other stakeholders that support the mission of the school and district.

| Indicator III-A. Engagement: Actively ensures that all families are welcome members of the classroom and school community and can contribute to the classroom, school, and community's effectiveness. | | | | |
|--|---|--|---|---|
| III-A. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
| III-A-1. Family Engagement | Does little to welcome families as members of the classroom or school community or tolerates an environment that is unwelcoming to some families. | Makes some attempts to welcome families as members of the classroom and school community but does not consistently use culturally sensitive practices and/or work to identify and remove barriers to family involvement. | Uses culturally sensitive practices to ensure that all families are welcome and can contribute to the classroom, school and community's effectiveness. Works with staff to identify and remove barriers to families' involvement, including families whose home language is not English. | Uses culturally sensitive practices and successfully engages most families, ensuring that all families are welcome and can contribute to classroom, school, and community effectiveness. Works with staff, families, and organizations to identify and remove barriers to family involvement, including families whose home language is not English. Is able to model this element. |

Standards and Indicators of Effective Administrative Leadership

School-Level Administrator Rubric

Standard IV: Professional Culture. Promotes success for all students by nurturing and sustaining a school culture of reflective practice, high expectations, and continuous learning for staff.

Indicator IV-A. Commitment to High Standards: Fosters a shared commitment to high standards of teaching and learning with high expectations for achievement for all, including:

1. Mission and core values: Develops, promotes, and secures staff commitment to core values that guide the development of a succinct, results-oriented mission statement and ongoing decision making.
2. Meetings: Plans and leads well-run and engaging meetings that have clear purpose, focus on matters of consequence, and engage participants in a thoughtful and productive series of conversations and deliberations about important school matters

| IV-A. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
|---|--|--|---|--|
| IV-A-1. Commitment to High Standards | Does not encourage high standards of teaching and learning or high expectations for achievement and/or may demonstrate low expectations for staff. | May ask for a commitment to high standards of teaching and learning with high expectations for achievement for all but does not support and/or model it. | Fosters a shared commitment to high standards of teaching and learning with high expectations for achievement for all. | Leads faculty in developing a shared commitment to high standards of teaching and learning with high expectations for achievement for all. Revisits and renews commitment with faculty regularly. Is able to model this element. |

Indicator IV-C. Communications: Demonstrates strong interpersonal, written and verbal communication skills.

| IV-C. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
|---------------------------------|---|---|---|--|
| IV-C-1. Communication Skills | Demonstrates ineffectual interpersonal, written, or verbal communication skills at times. | May demonstrate adequate interpersonal, written, and verbal communication skills but sometimes makes grammatical errors or has difficulty expressing ideas to stakeholders. | Demonstrates strong interpersonal, written, and verbal communication skills. | Demonstrates strong context- and audience-specific interpersonal, written, and verbal communication skills. Is able to model this element. |

Standards and Indicators of Effective Administrative Leadership

School-Level Administrator Rubric

| Indicator IV-D. Continuous Learning: Develops and nurtures a culture in which staff members are reflective about their practice and use student data, current research, best practices and theory to continuously adapt instruction and achieve improved results. Models these behaviors in the administrator’s own practice. | | | | |
|--|--|---|---|--|
| IV-D. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
| IV-D-2. Continuous Learning of Administrator | Does not reflect on personal practice or demonstrate new ways of thinking about administration and leadership. | Occasionally reflects on personal practice, sets meaningful goals, and/or researches ways to improve efficiency and practice. | Reflects on and improves personal practice, sets meaningful goals, and develops new approaches in order to improve the efficiency and practices of the school. | Demonstrates openness and commitment to learning; reflects on personal practice; and relies on student data, current research, and best practice to improve own leadership. Is able to model this element. |

| Indicator IV-F. Managing Conflict: Employs strategies for responding to disagreement and dissent, constructively resolving conflict and building consensus throughout a district/school community. | | | | |
|---|--|---|---|--|
| IV-F. Elements | Unsatisfactory | Needs Improvement | Proficient | Exemplary |
| IV-F-1. Response to Disagreement | Does not respond to disagreement or dissent and/or does not use appropriate, respectful, non-confrontational approaches. | May respond respectfully to disagreement and dissent, but responds inconsistently and does not always employ a non-confrontational approach | Employs a non-confrontational approach for responding respectfully and appropriately to disagreement and dissent, using both as opportunities for learning | Models a variety of strategies for responding respectfully and effectively to disagreement and dissent, using both as opportunities for learning. Is able to model this element. |

APPENDIX B

Self-Assessment Form

Administrator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Part 1: Analysis of Student Learning, Growth, and Achievement

Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by Administrator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data.

[603 CMR 35.06 \(2\)\(a\)1](#)

Team, if applicable: _____

List Team Members below:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Self-Assessment Form

Administrator—Name/Title: _____

Part 2: Assessment of Practice Against Performance Standards

Citing your district's performance rubric, briefly summarize areas of strength and high-priority areas for growth. Areas may target specific Standards, Indicators, or Elements, or span multiple Indicators or Elements within or across Standards. The form should be individually submitted by Administrator, but Part 2 can also be used by teams in preparation for proposing team goals.

[603 CMR 35.06 \(2\)\(a\)2](#)

Team, if applicable: _____

List Team Members below:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Signature of Administrator _____ Date _____

* Signature of Evaluator _____ Date _____

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

APPENDIX C/D

Goal Setting & Administrator Plan Form

Administrator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Check all that apply¹: Proposed Goals Final Goals Date: _____

A minimum of one student learning goal and one professional practice goal are required. **Team goals must be considered** per [603 CMR 35.06\(3\)\(b\)](#). Attach pages as needed for additional goals or revisions made to proposed goals during the development of the Administrator Plan.

| Student Learning SMART Goal <i>Check whether goal is individual or team; write team name if applicable.</i> | Professional Practice SMART Goal <i>Check whether goal is individual or team; write team name if applicable.</i> |
|---|--|
| <input type="checkbox"/> Individual <input type="checkbox"/> Team: _____ | <input type="checkbox"/> Individual <input type="checkbox"/> Team: _____ |

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

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

Goal Setting & Administrator Plan Form

Administrator Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Administrator Plan Improvement Plan*

Plan Duration: 2-Year One-Year Less than a year _____

Start Date: _____ End Date: _____

Goal Setting Form with final goals is attached to the Administrator Plan.
 Some activities may apply to the pursuit of multiple goals or types of goals (student learning or professional practice). Attach additional pages as necessary.

| Student Learning Goal(s): Planned Activities <i>Describe actions the Administrator will take to attain the student learning goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i> | | |
|--|--|------------------------------|
| Action | Supports/Resources from School/District¹ | Timeline or Frequency |
| | | |

*Additional detail may be attached if needed

¹ Must identify means for Administrator to receive feedback for improvement per [603 CMR 35.06\(3\)\(d\)](#)

Goal Setting & Administrator Plan Form

| Professional Practice Goal(s): Planned Activities <i>Describe actions the Administrator will take to attain the professional practice goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i> | | |
|--|--|------------------------------|
| Action | Supports/Resources from School/District¹ | Timeline or Frequency |
| | | |

This Administrator Plan is “designed to provide Administrators with feedback for improvement, professional growth, and leadership,” is “aligned to statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards,” and “is consistent with district and school goals.” (see [603 CMR 35.06 \(3\)\(d\)](#) and [603 CMR 35.06\(3\)\(f.\)](#))

Signature of Evaluator _____

Date _____

Signature of Administrator _____

Date _____

* As the evaluator retains final authority over goals to be included in an Administrator’s plan (see [603 CMR 35.06\(3\)\(c\)](#)), the signature of the Administrator indicates that he or she has received the Goal Setting Form with the “Final Goal” box checked, indicating the evaluator’s approval of the goals. The Administrator’s signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that “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 Administrator Plan.” [see [603 CMR 35.06\(4\)](#)]

¹ Must identify means for Administrator to receive feedback for improvement per [603 CMR 35.06\(3\)\(d\)](#)

APPENDIX E
Evaluator Record of Evidence Form

Administrator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Academic Year: _____ Administrator Plan and Duration: _____

| Standards and Indicators for Effective Teaching Practice: Rubric Outline as per 603 CMR 35.03 The evaluator should track collection to ensure that sufficient evidence has been gathered. | | | |
|--|--|--|--|
| Standard I. Instructional Leadership | Standard II. Management & Operations | Standard III. Family & Community Engagement | Standard IV. Professional Culture |
| <input type="checkbox"/> A. Curriculum Indicator 2. Lesson Development Support <input type="checkbox"/> C. Assessment Indicator 2. Adjustment to Practice | <input type="checkbox"/> A. Environment Indicator 3. Student Safety, Health, and Social and Emotional Needs <input type="checkbox"/> D. Law, Ethics & Policies Indicator 1. Laws and Policies | <input type="checkbox"/> B. Sharing Responsibility Indicator 2. Family Collaboration | <input type="checkbox"/> D. Continuous Learning Indicator 1. Continuous Learning of Staff 2. Continuous Learning of Administrator |

* The Rubric Outline is intended to be used for citing Standards and Indicators. Evaluators should review the full rubric for analysis of evidence and determination of ratings

Evaluator Record of Evidence Form

Administrator: _____

Evaluator: _____

| Date <i>(Record date of collection, duration if applicable)</i> | Source of Evidence* <i>(e.g., parent conference, observation)</i> | Standard(s)/ Indicator(s) <i>Note Standard(s) and Indicator(s) to which evidence is tied</i> | Analysis of Evidence <i>Record notes "based on observations and artifacts of professional practice, including unannounced observations of practice of any duration" or other forms of evidence to support determining ratings on Standards as per <u>603 CMR 35.07</u></i> | Feedback Provided <i>Briefly record feedback given to Administrator (e.g., strengths recognized, suggestions for improvement). If source of evidence is needs improvement or is unsatisfactory, it must be specifically noted as such.</i> | Administrator Response <i>Brief response from the Administrator (optional)</i> |
|---|---|--|--|--|--|
| EX: 11/8/11 | EX: unit plans, benchmark data | EX: I-B | EX: unit plans were appropriately modified after analysis of benchmark data to better reflect student performance at mid-point of semester | EX: recognized strong adjustment to practice, suggested teacher collaborate with team on backward curriculum mapping | |
| | | | | | |

*Note: If classroom observations are announced or unannounced

APPENDIX F Announced Observation Form

ADMINISTRATOR: _____ DATE _____

SCHOOL: _____ SUBJECT: _____

APPROXIMATE SIZE OF CLASS OBSERVED: _____ LENGTH OF OBSERVATION: _____

SPECIAL CIRCUMSTANCES: _____

NARRATIVE: _____

STANDARDS & RATINGS:

| | | | | | |
|---------------|----------------|-------------------|------------|-----------|-----|
| Standard I.A. | Unsatisfactory | Needs Improvement | Proficient | Exemplary | N/A |
|---------------|----------------|-------------------|------------|-----------|-----|

| | | | | | |
|---------------|----------------|-------------------|------------|-----------|-----|
| Standard I.C. | Unsatisfactory | Needs Improvement | Proficient | Exemplary | N/A |
|---------------|----------------|-------------------|------------|-----------|-----|

Announced Observation Form

| | | | | | |
|-----------------|----------------|-------------------|------------|-----------|-----|
| Standard II.A. | Unsatisfactory | Needs Improvement | Proficient | Exemplary | N/A |
| Standard II.D. | Unsatisfactory | Needs Improvement | Proficient | Exemplary | N/A |
| Standard III.B. | Unsatisfactory | Needs Improvement | Proficient | Exemplary | N/A |
| Standard IV.D. | Unsatisfactory | Needs Improvement | Proficient | Exemplary | N/A |

Administrator's Signature _____ Date: _____

Evaluator's Signature: _____ Date: _____

Pre-Conference Date: _____ Post Conference Date: _____

Administrator's Comments: _____

APPENDIX G
Administrator Collection of Evidence Form

Administrator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Evidence pertains to (check all that apply)⁴:

- Fulfillment of professional responsibilities and growth
- Evidence of outreach to and ongoing engagement with families
- Progress toward attaining student learning goal(s)
- Progress toward attaining professional practice goal(s)
- Other: _____

Summary of Evidence

*Summarize the evidence compiled to be presented to evaluator with a brief analysis.
Attach additional pages as needed.*

Signature of Administrator _____ Date _____

*Signature of Evaluator _____ Date _____

* Signature of the Administrator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Administrators have the opportunity to respond to this report in writing and may use the Administrator Report Form

⁴ Per [603 CMR 35.07\(1\)\(c\)1](#), "Evidence compiled and presented by the Administrator include[s]: 1. Evidence of fulfillment of professional responsibilities and growth, such as: self-assessments; peer collaboration; professional development linked to goals and or Administrator plans; contributions to the school community and professional culture; 2. Evidence of active outreach to and ongoing engagement with families." However, Administrator collection of evidence is not **limited** to these areas.

APPENDIX H
Mid-Cycle Formative Assessment Report Form

(For non PTS teachers or PTS teachers who have received “Needs Improvement” or “Unsatisfactory” ratings)

Administrator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Assessing⁵:

Progress toward attaining goals

Performance on Standards

Both

Progress Toward Student Learning Goal(s)

Describe current level of progress and feedback for improvement. Attach additional pages as needed.

Progress Toward Professional Practice Goal(s)

Describe current level of progress. Attach additional pages as needed.

⁵ As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Mid-Cycle Formative Assessment Report Form

Educator—Name/Title: _____

| Performance on Each Standard <i>Describe performance and feedback for improvement. Attach additional pages as needed.</i> |
|---|
| I: Instructional Leadership |
| II: Management & Operations |
| III: Family & Community Engagement |
| IV: Professional Culture |

The Administrator shall have the opportunity to respond in writing to the formative assessment as per [603 CMR 35.06\(5\)\(c\)](#) on the Administrator Response Form.

Signature of Evaluator _____

Date Completed: _____

Signature of Administrator* _____

Date Received: _____

* Signature of the Administrator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Administrators have the opportunity to respond to this report in writing and may use the Administrator Report Form

APPENDIX J
Administrator Response Form

Administrator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Response to: (check all that apply)

- Administrator Plan, including goals and activities
- Announced observation
- Formative Assessment or Evaluation Report
- Summative Evaluation Report
- Other: _____

| Administrator Response <i>Attach additional pages as needed</i> |
|---|
| |

Signature of Administrator _____

Date _____

Signature of Evaluator _____

Date _____

Attachment(s) included

APPENDIX K

Formative Evaluation Report Form (For two year self-directed plans only)

*For administrators on two-year Self-Directed Growth Plans at the end of Year One of the cycle

Administrator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Assessing⁶:

Progress toward attaining goals Performance on Standards Both

Impact on Student Learning Rating: Preliminary

| Progress Toward Student Learning Goal(s) The Administrator is rated on progress toward student learning goal and the impact on student learning (ISL) as low, proficient or high. | | | | |
|---|--|--|---|--|
| <input type="checkbox"/> Did not meet (Low) | <input type="checkbox"/> Some progress (Low) | <input type="checkbox"/> Significant Progress (Proficient) | <input type="checkbox"/> Met (Proficient) | <input type="checkbox"/> Exceeded (High) |
| <u>Rationale, evidence, strengths, and feedback for improvement:</u> | | | | |
| Progress Toward Professional Practice Goal(s) Attach additional pages as needed. | | | | |
| <input type="checkbox"/> Did not meet | <input type="checkbox"/> Some progress | <input type="checkbox"/> Significant Progress | <input type="checkbox"/> Met | <input type="checkbox"/> Exceeded |
| <u>Rationale, evidence, strengths, and feedback for improvement:</u> | | | | |

⁶ As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative evaluation shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

Formative Evaluation Report Form

Administrator—Name/Title: _____

- Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
- Evaluator is assigning ratings that differ from prior Summative Evaluation; comments are required

| Rating on Each Standard | | | | |
|--|---|--|-------------------------------------|------------------------------------|
| I: Curriculum Indicator | <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Proficient | <input type="checkbox"/> Exemplary |
| <u>Rationale, evidence, strengths, and feedback for improvement:</u> | | | | |
| II: Management & Operations | <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Proficient | <input type="checkbox"/> Exemplary |
| <u>Rationale, evidence, strengths, and feedback for improvement:</u> | | | | |
| III: Family/Community Engagement | <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Proficient | <input type="checkbox"/> Exemplary |
| <u>Rationale, evidence, strengths, and feedback for improvement:</u> | | | | |
| IV: Professional Culture | <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Proficient | <input type="checkbox"/> Exemplary |
| <u>Rationale, evidence, strengths, and feedback for improvement:</u> | | | | |

Formative Evaluation Report Form

Administrator—Name/Title: _____

- Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
- Evaluator is assigning ratings that differ from prior Summative Evaluation; comments required

| Overall Performance Rating | | | |
|--|---|---|---|
| <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Proficient | <input type="checkbox"/> Exemplary |
| <u>Rationale, evidence, strengths, and feedback for improvement:</u> | | | |
| | | | |
| Plan Moving Forward | | | |
| <input type="checkbox"/> Self-Directed Growth Plan | <input type="checkbox"/> Directed Growth Plan | <input type="checkbox"/> Improvement Plan | <input type="checkbox"/> Developing Educator Plan |

| RECOMMENDATION: | YES | NO |
|---|-----|----|
| Recommended for first annual reappointment | | |
| Recommended for second annual reappointment | | |
| Recommended for Professional Teacher Status | | |
| Recommended for Increment | | |

The Administrator shall have the opportunity to respond in writing to the formative evaluation as per [603 CMR 35.06\(5\)\(c\)](#) on the Educator Response Form.

Signature of Primary Evaluator _____ Date Completed: _____

Signature of Supervising Evaluator _____ Date Completed: _____

Signature of Educator* _____ Date Received: _____

Signature of Superintendent _____ Date Received: _____

* Signature of the Administrator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report For

APPENDIX L

Summative Evaluation Report Form

Administrator—Name/Title: _____

Primary Evaluator—Name/Title: _____

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

School(s): _____

Current Plan: Self-Directed Growth Plan Directed Growth Plan
 Developing Educator Plan Improvement Plan

Impact on Student Learning Rating: Preliminary Final

| Progress Toward Student Learning Goal(s) | | | | |
|--|--|--|---|--|
| The Administrator is rated on progress toward student learning goal and the impact on student learning (ISL) as low, proficient or high. | | | | |
| <input type="checkbox"/> Did not meet (Low) | <input type="checkbox"/> Some progress (Low) | <input type="checkbox"/> Significant Progress (Proficient) | <input type="checkbox"/> Met (Proficient) | <input type="checkbox"/> Exceeded (High) |
| <u>Two or three bulleted commendations or recommendations (Optional for Administrators rated “Some Progress,” “Significant Progress,” “Met” or “Exceeded.” A more detailed narrative description is required for educators rated as “Did Not Meet.”)</u> | | | | |
| Progress Toward Professional Practice Goal(s) | | | | |
| <i>Attach additional pages as needed.</i> | | | | |
| <input type="checkbox"/> Did not meet | <input type="checkbox"/> Some progress | <input type="checkbox"/> Significant Progress | <input type="checkbox"/> Met | <input type="checkbox"/> Exceeded |
| <u>Two or three bulleted commendations or recommendations (Optional for Administrators rated “Some Progress,” “Significant Progress,” “Met” or “Exceeded.” A more detailed narrative description is required for educators rated as “Did Not Meet.”)</u> | | | | |

Summative Evaluation Report Form

Administrator—Name/Title: _____

| Rating on Each Standard | | | | |
|---|---|--|-------------------------------------|------------------------------------|
| I: Instructional Leadership | <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Proficient | <input type="checkbox"/> Exemplary |
| <p><u>Two or three bulleted commendations or recommendations (Optional for Administrators rated “Some Progress,” “Significant Progress,” “Met” or “Exceeded.” A more detailed narrative description is required for educators rated as “Did Not Meet.”)</u></p> | | | | |
| II: Management & Operations | <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Proficient | <input type="checkbox"/> Exemplary |
| <p><u>Two or three bulleted commendations or recommendations (Optional for Administrators rated “Some Progress,” “Significant Progress,” “Met” or “Exceeded.” A more detailed narrative description is required for educators rated as “Did Not Meet.”)</u></p> | | | | |
| III: Family/Community Engagement | <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Proficient | <input type="checkbox"/> Exemplary |
| <p><u>Two or three bulleted commendations or recommendations (Optional for Administrators rated “Some Progress,” “Significant Progress,” “Met” or “Exceeded.” A more detailed narrative description is required for educators rated as “Did Not Meet.”)</u></p> | | | | |
| IV: Professional Culture | <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Proficient | <input type="checkbox"/> Exemplary |
| <p><u>Two or three bulleted commendations or recommendations (Optional for Administrators rated “Some Progress,” “Significant Progress,” “Met” or “Exceeded.” A more detailed narrative description is required for educators rated as “Did Not Meet.”)</u></p> | | | | |

Summative Evaluation Report Form

Administrator—Name/Title: _____

| Overall Performance Rating | | | |
|---|---|---|---|
| <input type="checkbox"/> Unsatisfactory | <input type="checkbox"/> Needs Improvement | <input type="checkbox"/> Proficient | <input type="checkbox"/> Exemplary |
| <p><u>Two or three bulleted commendations or recommendations (Optional for Administrators rated “Some Progress,” “Significant Progress,” “Met” or “Exceeded.” A more detailed narrative description is required for educators rated as “Did Not Meet.”)</u></p> | | | |
| Plan Moving Forward | | | |
| <input type="checkbox"/> Self-Directed Growth Plan | <input type="checkbox"/> Directed Growth Plan | <input type="checkbox"/> Improvement Plan | <input type="checkbox"/> Developing Educator Plan |

The educator shall have the opportunity to respond in writing to the summative evaluation as per [603 CMR 35.06\(5\)\(c\)](#) on the Administrator Response Form.

Signature of Evaluator _____

Date Completed: _____

Signature of Administrator* _____

Date Received: _____

* Signature of the Administrator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form