

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**GREATER LOWELL TECHNICAL HIGH SCHOOL
SCHOOL COMMITTEE**

AND THE

**GREATER LOWELL TECHNICAL HIGH SCHOOL
ADMINISTRATORS ASSOCIATION**

JULY 1, 2014 - JUNE 30, 2017

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ARTICLE I - RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, this agreement applies to the following professional personnel:

Effective July 1, 2012:

Dean of Students, Director of Practical Nursing and Continuing Education Programs, Director of Assessment, Enrollment, and Information, Director of Cooperative Education, Director of Grant Funded Programs, Director of Curriculum, Instruction and Accountability, Director of Special Education, Director of Guidance & Counseling Services, Director of Technical Studies, Director of Plant Services, and any other administrative positions that may be created during the term of this Agreement who are employed at the Greater Lowell Technical High School.

ARTICLE II - RIGHTS OF COMMITTEE

The Committee is a public body established under and with the powers provided by the Statutes of the Commonwealth of Massachusetts. As elected representatives of the citizens of this District charged with the responsibility for the quality of education in, and the efficient and economical operation of the Greater Lowell Technical High School, it is acknowledged that the Committee has a final responsibility of establishing the educational policies of the Greater Lowell Technical High School.

Nothing in this agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth.

It is recognized that the Superintendent-Director has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the Greater Lowell Regional Vocational Technical School District in all aspects. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of these general regulations.

ARTICLE III – GRIEVANCE AND ARBITRATION PROCEDURE

- A. A grievance is defined as a dispute or disagreement between an Association member and the Committee or its agent that involves this agreement and the application, meaning, or interpretation of this agreement.
- B. In an effort to resolve disputes before initiation of a grievance, an informal discussion may be held between the grievant, with or without Association representation, and the Superintendent-Director. Should informal discussion not produce a solution, the grievance procedure shall be as follows:
1. All grievances shall be in writing and all responses to the grievances shall be in writing.
 2. Class action grievances may be filed by the Association on behalf of the membership.
 3. Grievances shall require formal meetings or hearings at all levels. Grievances will not be handled by mail.
 4. Association members must process grievances with Association representation. All settlements of grievances shall be consistent with the terms of this agreement.
 5. A “day” under this Article shall be understood to mean work day.
- C. Level 1 – An Administrator must file a grievance within 10 days of its occurrence with the Assistant Superintendent. Within 10 days of filing, the Assistant Superintendent must meet with the Administrator and the Association representative and make his/her decision. The Assistant Superintendent then must send his/her written decision to the Association within 7 days of said meeting.
- D. Level 2 – If the grievance is not resolved at Level 1, the Association may appeal within 10 days of receipt of the Assistant Superintendent’s decision to the Superintendent Director. The Superintendent Director must meet with the Association and make his/her decision within 30 days of its receipt of the grievance. The Superintendent Director must send his/her written decision to the Association within 7 days.
- E. Level 3 – If the grievance is not resolve at Level 2, the Association may appeal the Superintendent Director’s decision to the Committee within 10 days of its receipt of the Superintendent Director’s decision. The Committee must meet with the Association and make its decision within 30 days of its receipt of the grievance. The Committee must send its written decision to the Association within seven (7) days.

- F. Level 4 – If the grievance is not resolve at Level 2, the Association may appeal the Committee’s decision to the American Arbitration Association within 10 days of its receipt of the Committee’s decision. The Arbitrator’s decision will be final and binding on all parties.

The Arbitrator’s fee will be shared equally by both parties.

ARTICLE IV – DISCIPLINE

No member of the bargaining unit will be disciplined without just cause.

ARTICLE V -- WORKING CONDITIONS

Section I - Work Year - Work Day

a) The work year for Association members shall be as follows:

Dean of Students	210 days
Director of Practical Nursing & Continuing Education Programs	220 days
Director of Assessment, Enrollment & Information	220 days
Director of Cooperative Education	210 days
Director of Grant Funded Programs	220 days
Director of Curriculum, Instruction & Accountability	220 days
Director of Special Education	220 days
Director of Guidance & Counseling Services	220 days
Director of Technical Studies	220 days
Director of Plant Services	220 days

b) The normal work day for the members of the Association shall be eight hours. The Superintendent Director may stagger the normal work day for Association members in order to ensure supervisory coverage for the school.

c) Members of the Association will be provided up to five (5) days annually of additional per diem pay for days worked over the contractual number of days with Superintendent-Director prior approval. Approval will be based on rationale provided in writing for current need and historical analysis of days required to complete requirements of job description in previous years.

d) In addition to the 220 day work year for the Director of Plant Services, he or she shall be required to be on call twenty four (24) hours per day and seven (7) days per week for the purpose of managing any and all facilities related issues that require immediate attention as well as to be on the premises as needed to ensure the safe and timely operation and opening of the facility with regard to inclement weather situations and/or other types of emergencies except for pre-approved non-work (vacation) and personal days.

Section II - Holidays

Administrators shall not be required to work on the following holidays:

Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving (Thursday & Friday)
Christmas
New Years Day
Martin Luther King Day
Washington's Birthday
Patriots' Day
Memorial Day

Section III - Leaves of Absence with Pay

a) Sick Leave

On July 1 of each year, Association members shall be awarded fifteen (15) days sick leave; provided, however, that in an Administrator's first and last year of employment s/he shall be awarded sick leave at the rate of 1.25 days per month. Unused sick leave will accumulate from year to year without limitation. Association members shall receive no later than October 1st of each year, a written notice which sets forth the amount of sick leave they have accumulated to that date.

b) Childbearing Leave

Disabilities caused or contributed to by pregnancy, or termination thereof and recovery therefrom shall be treated as a "disability." "Disability" shall be interpreted as being within the meaning of the term sick.

c) Bereavement Leave

Full-time employees will be allowed leave with pay for up to three (3) consecutive workdays, any one (1) time, in the event of death in the immediate family. Immediate family is defined as follows: the employee's spouse; the child, parent, sibling, grandparent or grandchild of either the employee or the spouse thereof; the employee's son-in-law or daughter-in-law; and any person who was a member of the immediate household of the employee at the time of the death or commencement of the final illness or accident which led to his/her death.

In extenuating circumstances, the Superintendent-Director may grant other or longer funeral leave.

d) Personal Leave

Association members will be entitled to (3) days of personal leave for the purpose of religious, personal, legal, business, household, or family matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such leave (except in case of emergency). Reasons shall not be required other than that the day taken is taken under this provision. Nothing in this clause is intended to in any way abridge the rights and benefits provided for under the Massachusetts Small Necessities Act.

e) Military Leave

Any Association member who is absent because of participation in an ordered tour of military or reserve training duty, which shall not exceed ten (10) workdays, will receive a leave of absence with pay for the duration of such a tour. Such payment when combined with the service pay shall not exceed said member's regular pay.

g) Jury Duty

Any Association member who is absent because of jury duty will receive a leave of absence with pay for the duration of such duty. Such payment when combined with jury duty pay shall not exceed said association member's regular pay.

Section IV - Leaves of Absence Without Pay

- a) Association members employed by the Committee who are on leave to serve in the Military Service or in the Mass. Teacher Corps, as an exchange teacher or In the Peace Corps, Job Corps or VISTA will upon separation from such service under honorable conditions be allowed upon their return to the Greater Lowell Technical High School System full credit on the salary schedule for such service up to a maximum of three years; and upon such return will be offered a position as reasonably comparable to the one occupied at the beginning of said aforesaid leave as is available.
- b) Other leaves of absence without pay may be granted by the Superintendent-Director.
- c) All requests for leaves, extensions, or renewals of leaves will be made and responded to in writing.

- d) At the conclusion of any leave provided for in the Article, the Association member(s) involved will be returned to the same position or one reasonably comparable to the one held if available he/she held prior to the commencement of said leave together with all the benefits and seniority accrued up to the beginning of leaves of absence without pay.
- e) Except where the rights provided for herein are greater, the parties recognize and hereby incorporate by reference the provisions of the so called Family Medical Leave Act

Section V - Protection

Association members shall be covered by Workers' Compensation pursuant to Massachusetts General Laws, Chapter 152.

Section VI - Professional Development

- a) The Committee agrees to pay reasonable expenses (including meals, lodging, and/or transportation and fees), incurred by Association members who attend workshops, seminars, conferences, or other professional improvement sessions with the approval of the Superintendent-Director.
- b) Evidence of successful course completion and expense receipts must be submitted prior to reimbursement.
- c) An Association member who is required to complete Professional Improvement Requirements shall be reimbursed in the amount not to exceed \$1,800 for the duration of this contract.

Section VII – 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 preceeding 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 administrator designated by a superintendent who has responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Administrator will have one Evaluator at any one time responsible for determining performance ratings.
- i) **Notification:** The Administrator shall be notified in writing of his/her Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Administrator.

- I) **Evaluation Cycle:** A five-component process that all Administrators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- J) **Experienced Administrator:** An administrator who has completed three school years in the same position in the district.
- K) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- L) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- M) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Administrator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative Leadership Practice, or both.
- N) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator Plan. A goal may pertain to any or all of the following: Administrator practice in relation to Performance Standards, Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Administrators, by the Evaluator, or by teams, departments, or groups of Administrators who have the same role.
- O) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- Q) **New Administrator:** An administrator who has not completed three years in the position in the district.

- R) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. 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 written feedback to the Administrator, are not observations as defined in this Article.
- S) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Administrators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- T) **Performance Rating:** Describes the Administrator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Administrator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Administrator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Administrator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Administrator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Administrator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- U) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.04.

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

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

- Y) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Administrative Leadership Practice are used to rate Administrators on Performance Standards, as are Standards and Indicators of Effective Teaching Practice in cases where the Administrator teaches. These rubrics consist of:
 - i) **Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.04, and, where appropriate 35.03

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

Z) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Administrator's performance against Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan.

AA) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

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

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Administrator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) The appropriate measures of the Administrator's contribution to student learning, growth, and achievement shall be set by the district. The measures set by the district should be based on the Administrator's role and responsibility.
 - v) Optional mutually agreed upon measures based on the administrator's job description.
- B) Judgments based on observations and artifacts of practice including, but not limited to:
- i) Unannounced observations of practice of any duration.
 - ii) Examination of Administrator work products.
 - iii) Examination of student and educator work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Administrator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plan, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Administrator. Other relevant evidence could include information provided by other administrators, principals and/or the superintendent.

4) **Rubric**

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

5) **Evaluation Cycle: Training**

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

6) **Evaluation Cycle: Annual Orientation**

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

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Administrator completing and submitting to the Primary or Supervising Evaluator a self-assessment by September 10th or within two weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Administrator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
 - i) Administrators must consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams, or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. Administrators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii) For New Administrators in their first year in a position, the Evaluator or his/her designee will meet with each Administrator by September 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. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Administrators, by the Evaluator, or by teams of Administrators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Administrator has proposed in the Self-Assessment, using evidence of Administrator performance and impact on student learning, growth and achievement based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator. The process for determining the Administrator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Administrators meet with the Evaluator at the end of the previous evaluation cycle or by September 15th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
 - ii) For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by September 15th or within three weeks of the start of their assignment in that school

- iii) The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
 - D) The Evaluator completes the Educator Plan by October 1st. The Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Administrator's signature indicates that the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – New Administrators**
- A) New Administrators in the first year in a position shall have at least four unannounced observations during the work year.
 - B) In their second and third years in the position, Administrators shall have at least three unannounced observations during the work year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Experienced Administrators**
- A) The Administrator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
 - B) The Administrator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
 - C) The Administrator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) Observations

The Evaluator's first observation of the Administrator should take place by November 15. Observations required by the Educator Plan should be completed by June 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, placed in the Administrator's mailbox or mailed to the Administrator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of a similar administrative activity within 30 school days.

B) Announced Observations

- i) All Experienced Administrators on Improvement Plans and other Administrators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the activity to be observed and discuss with the Administrator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, the Evaluator and Administrator will meet for a pre-observation conference.

- (1st) The Administrator shall provide the Evaluator a draft of the activity plan or agenda. If the actual plan or agenda is different, the Administrator will provide the Evaluator with a copy prior to the observation.
- (2nd) The Administrator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Administrator as soon as reasonably practical.
- (c) Within 5 school days of the observation, the Evaluator and Administrator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Administrator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Administrator with written feedback within 10 school days of the post-observation conference. For any standard where the Administrator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Administrator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Administrator may use in his/her improvement.
 - (4th) State that the Administrator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Administrators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms and administrative worksites. Evaluators are expected to give targeted constructive feedback to Administrators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Administrative Leadership Practice.

- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Administrator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Administrator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may provide to the evaluator additional evidence of the Administrator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Administrator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, or to the Administrator's school mailbox or home.
- G) The Administrator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Administrator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator and Administrator may mutually agree to 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 by June 1st and signed by June 30 of the first year of the two year cycle. The Administrator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Administrator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Administrator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, or to the Administrator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Evaluation Report.
- F) The Administrator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report.
- G) The Administrator shall sign the Formative Evaluation report by within 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 and Administrator may mutually agree to 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 evaluator shall determine the overall summative rating that the Administrator receives and be consistent with documentation during the evaluation cycle.
- 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.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Administrator shall, at a minimum, have been rated proficient on the Instructional Leadership Standard of Effective Administrative Leadership Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Administrator, the Administrator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face, or to the Administrator's school mailbox or home no later than June 15th.
- J) The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 30.
- 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 30th.
- 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 30th. The signature indicates that the Administrator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Administrator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Administrator's personnel file.

15) Educator Plans – General

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

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

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

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

18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Experienced Administrators whose overall rating is needs improvement.

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

19) Educator Plans: Improvement Plan

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

- F) The Improvement Plan process shall include:
- i) Within ten school days of notification to the Administrator that the Administrator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Administrator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Administrator.
 - ii) The Administrator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Administrator consents, the Employee Organization/Association will be informed that an Administrator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Administrator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Administrator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Administrator which must include minimally the Evaluator; and,
 - vii) Include the signatures of the Administrator and 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.

- l) Decision on the Administrator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 30th. 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.

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.
 - (c) 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 10
Administrator submits self-assessment and proposed goals	September 10
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	September 15
Evaluator completes Educator Plans	October 1
Evaluator should complete first observation of each Administrator	November 15
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Administrators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Administrator	<i>February 15</i>
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>May 1*</i>
Evaluator completes Summative Evaluation Report	June 15
Evaluator meets with Administrators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 30
Evaluator meets with Administrators whose ratings are proficient or exemplary at request of Evaluator or Administrator	June 30
Administrator signs Summative Evaluation Report and adds response, if any within 10 school days of receipt	June 30

During 2014-2015 school year, these dates may be adjusted by mutual agreement.

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 30 of Year 1
Evaluator completes Summative Evaluation Report	June 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 30 of Year 2
Administrator signs Summative Evaluation Report	June 30 of Year 2

B) Educator Administrators on Plans of Less than One Year

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

21) Career Advancement

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

22) Rating Impact on Student Learning Growth

- 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),
 - (1st) Where available, statewide growth measures must be selected each year as one of the measures used to determine the Impact on Student Learning Rating.
 - (2nd) Statewide growth measures include the MCAS Student Growth Percentile, or its equivalent, and ACCESS gain score for ELLs.
 - (b) District-Determined Measures (DDMs) of student learning, growth, or achievement
- B) Identifying and Selecting District-Determined Measures
 - i) A DDMs Working Group representing administration shall be established to identify and select DDMs. For example, District/School Report Card, MCAS Results, Student Growth, P.P.I. Data, etc.
 - (a) The Working Group shall be co-chaired by the president of the bargaining unit or his/her designee and the Asst. Superintendent/Principal or his/her designee.
 - ii) DDMs Working Group tasks shall include:
 - (a) Discuss and identify at least two measures of student learning, growth, or achievement for each administrator based on recommendations from administrators with expertise in the content area.
 - (b) Participating in the continuous improvement of the district's DDMs.
 - iii) Process for Selecting DDMs
 - (a) The Administrator's Association shall provide a written recommendation to the Superintendent and the Assistant Superintendent/Principal which identifies at least two DDMs for each administrator by October 1.

- (b) The Superintendent, the School Committee and the Administrator's Association shall ratify the DDM list or shall negotiate modifications. Ratification will proceed after agreement by the respective parties. In the event agreement is not reached by the school committee and the local association within a reasonable period of time, either party may file a petition for arbitration under M.G.L. c.71, sec. 38.
- (c) Administrators must be informed of the DDMs that will be used to determine their Impact on Student Learning Ratings at the start of the school year.

B) Determining Administrator Impact for Each DDM

- i) The evaluator will meet with the administrator annually to conduct a collaborative conversation about the administrator's student outcomes on the DDMs for the school year. The evaluator's determination will result in a designation of high, moderate or low impact for the administrator for each DDM. 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 leadership/management practices.
- ii) Administrators shall have an opportunity, when applicable, to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM.

C) Determining an Impact on Student Learning (ISL) Rating

- i) The evaluator, with input from the DDM working group, shall use his/her professional judgment to determine whether an administrator is having a *high*, *moderate*, or *low* impact on student learning. The evaluator will consider the determinations of student growth that resulted from the annual conversations to section C. i. above (*high*, *moderate*, or *low*) from at least two measures relative to at least two years of data and will apply professional judgment in order to designate the administrator's ISL Rating.

- (a) A rating of *high* indicates that the administrator demonstrated significantly higher than one year's growth relative to the focus of the DDM.
 - (b) A rating of *moderate* indicates that the administrator demonstrated one year's growth relative to the focus of the DDM.
 - (c) A rating of *low* indicates that the administrator demonstrated less than one year's growth relative to the-focus of the DDM.
 - ii) The evaluator shall meet with the administrator rated *low* to discuss the ISL Rating. The evaluator shall meet with the administrator rated *moderate* or *high* to discuss the ISL Rating, if either the administrator or the evaluator requests such a meeting.
- D) Intersection between the Summative Performance Rating and the ISL Rating
 - i) An administrator's Summative Performance Rating is a rating of an administrator's practice and remains independent from the administrator's ISL Rating, which is a rating of impact on student learning, growth, and achievement.
 - ii) Administrators with PTS whose overall Summative Performance Rating is *exemplary* and whose ISL Rating is *moderate* or *high* shall be documented as so.
 - iii) Administrators with PTS whose overall Summative Performance Rating is *proficient* and whose ISL Rating is *moderate* or *high* shall be documented as so.
 - iv) Administrators with PTS whose overall Summative Performance Rating is *exemplary* or *proficient* and whose ISL Rating is *moderate* or *high* shall be placed on a two-year self-directed growth plan.
 - v) Administrators with PTS whose overall Summative Performance Rating is *exemplary* or *proficient* and whose ISL Rating is *low* shall be placed on a one-year self-directed growth plan.
 - (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 or designee serves as the evaluator, the superintendent's or designee's decision

on the rating shall not be subject to such review, provided, however, that nothing herein shall preclude the administrator from seeking adjustment pursuant to the grievance/arbitration procedures in this agreement.

- (b) The administrator and the evaluator shall analyze the discrepancy between the Summative Performance Rating and ISL Rating 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.
- vi) Administrators shall use evidence of an administrator's performance and impact on student learning, growth, and achievement in the goal setting and administrator plan development processes, based on the administrator's self-assessment and other sources that the evaluator shares with the administrator.
- E) Initial Reporting of Student Impact Ratings
- i) The district shall implement DDMs and collect the first year of Student Impact Rating data during the 2015-2016 school year.
 - ii) The district shall implement DDMs and collect the second year of Student Impact Rating data during the 2016-2017 school year.
 - iii) Initial Student Impact Ratings shall be determined based on trends and patterns following the 2016-2017 school year and shall be reported to DESE.

DDM Implementation Schedule

2014-2015 Create Administrator DDMs.

2015-2016 Implement Administrator DDMs.

23) Using Student feedback in Administrator Evaluation

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

24) Using Staff feedback in Administrator Evaluation

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

25) Transition from Existing Evaluation System

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

26) General Provisions

- A) Only Administrators who are licensed as administrators may serve as evaluators of Administrators.
- B) Evaluators shall not make negative comments about the Administrator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit a supervisor's ability to investigate a complaint, or secure assistance to support an Administrator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.04), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Administrator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Administrator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Administrator request such a meeting, the Evaluator's supervisor must meet with the Administrator. The Evaluator may attend any such meeting at the discretion of the superintendent.

- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Administrator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

Section VIII - Insurance

- a) Group Insurance Benefits
 - 1. The Committee agrees to pay the following percentages of a Health Maintenance Organization (HMO) Plan in accordance with the provisions of the relevant sections of Chapter 32B of the Massachusetts General Laws. Said insurance programs will be consistent with the policy(s) offered other District employees:
 - 85% for July 1, 2014 through June 30, 2015
 - 80% for July 1, 2015 through June 29, 2017
 - 75% effective on June 30, 2017
 - 2. The Committee agrees to pay 75% of a Dental Plan offered by Delta Dental which will provide 100% coverage on diagnostic and preventative services (Type 1) and 80% coverage on restorative and other basic services (Type 2), and 50% on major restorative prosthodontic (Type 3). Deductibles will apply to Type 2 and Type 3 services.
 - 3. In the event that the District reaches agreement with the largest bargaining unit to change the benefits under the above paragraphs 1 and/or 2 during the life of this agreement, the Association agrees to re-open negotiations for the sole purpose of implementing the application of the change in benefits to the administrator bargaining unit.
- b) The Committee agrees to provide term life insurance coverage in the amount of twenty thousand dollars (\$20,000) for each member of the Association.
- c) Long-Term Disability

The Committee agrees to make provision for payroll deductions for payment of the premiums for the Long-Term Disability plan. One hundred percent (100%) of such premiums shall be paid by the employee.

Section IX – Payroll Deduction / Union Dues/Agency Service Fee/ Check-Off

- a) The Committee agrees to deduct Association dues or agency service fees from the salary of each Association member who has on file with the Committee a dues deduction check-off or agency service fee deduction authorization card. The Committee shall promptly transfer all deducted dues and agency service fees to the Treasurer of the Association on a monthly basis.
- b) The Committee agrees to deduct from the salaries of Association members monies for tax sheltered annuities as provided for under the General Laws of the Commonwealth.

Section X - Longevity

- a) Association members shall receive as compensation the following remuneration for service in Lowell Trade and Vocational School and/or the Greater Lowell Technical High School.

16th thru 19th years of service	\$ 700 total longevity payment
20th thru 24th years of service	\$1400 total longevity payment
25th or more years of service	\$2000 total longevity payment

New employees hired after July 1, 2007 shall not receive the foregoing longevity benefit. "New employee" shall be understood for the purposes of Section IX to mean an employee new to the District.

- b) In recognition of regularity of professional service rendered and as an incentive to the continued regularity of such service, Association members who have served in the Greater Lowell Technical High School District for a minimum of 12 years and who have attained the age of 55 will upon resignation or retirement from the district be paid 25% of their unused sick leave accumulation up to a total of 200 days at the per diem value of the days as of the effective date of their resignation or retirement. The per diem payments made under this section shall be based on a percentage derived from the ratio of 220 days to 243 days, 220 days being the longest actual work year in the bargaining unit. ($220 \div 243 = 90.53\%$) Each bargaining unit employee who is eligible to receive sick leave buy back pay will receive 90.53% of the per diem amount that is derived by dividing his/her annual base salary by his/her actual work year (see Article V, Section 1 above). New employees hired after the execution of this agreement shall not receive the forgoing unused sick leave buy back benefit.

It is understood that the foregoing language shall become effective July 1, 2012. The language of Section IX (b) contained in the 2007-2010 contract shall remain in full force and effect through June 30, 2012.

It is further understood and agreed that any bargaining unit employees who have, as of the date of execution of this agreement, accrued 250 or more sick leave days shall be compensated in lump sum no later than July 30, 2012 at the applicable per diem rate for 25% of sick leave days in excess of 200 not to exceed a total of 50 days.

Section XI - Salary

The salaries for all bargaining unit positions, which are set forth in detail and shall be as follows:

July 1, 2014 – June 30, 2015	2%
July 1, 2015 – June 30, 2016	2.1%
July 1, 2016 – June 30, 2017	2%

Tier A, Steps I, II, and III will be adjusted slightly to align with Tier C Steps III, IV, and VI respectively. Tier C will be deleted and Administrators on Tier C, Steps II, IV, and VI will relocate to Tier A, Steps I, II, and III. The three Tier C positions that will move to Tier A are as follows:

- Director of Grant Funded Programs to Step I
- Director of Assessment, Enrollment, and Information to Step II
- Director of Practical Nursing & Continuing Education Programs to Step III

Tier B will be deleted and the Director of Plant Services will be relocated to Tier A, Step III.

Tier D of the schedule will be renamed Tier B and will include the Director of Cooperative Education and the Dean of Students.

Salary Scale Administration Association Members
July 1 2014 to June 30, 2015

The base salary schedule for Administrative Association Members is as follows:

	Step I	Step II	Step III	Step IV	Step V	Step VI
A. Director of Curriculum, Instruction, & Accountability, Director of Special Education, Director of Guidance & Counseling Services, Director of Grant Funded Programs, Director of Assessment, Enrollment & Accountability, Director of Practical Nursing & Continuing Education Programs, Director of Plant Services 220 work days;	\$102,588	\$106,480	\$110,802	\$114,394	\$117,278	\$119,037
B. Dean of Students, Director of Cooperative Education 210 work days;	\$90,915	\$94,421	\$97,924	\$101,638	\$104,200	\$105,763

Salary Scale Administration Association Members
July 1 2015 to June 30, 2016

The base salary schedule for Administrative Association Members is as follows:

	Step I	Step II	Step III	Step IV	Step V	Step VI
A. Director of Curriculum, Instruction, & Accountability, Director of Special Education, Director of Guidance & Counseling Services, Director of Grant Funded Programs, Director of Assessment, Enrollment & Accountability, Director of Practical Nursing & Continuing Education Programs, Director of Plant Services 220 work days;	\$104,742	\$108,716	\$113,129	\$116,796	\$119,740	\$121,537
B. Dean of Students, Director of Cooperative Education 210 work days;	\$92,824	\$96,404	\$99,980	\$103,772	\$106,388	\$107,984

Salary Scale Administration Association Members
July 1 2016 to June 30, 2017

The base salary schedule for Administrative Association Members is as follows:

	Step I	Step II	Step III	Step IV	Step V	Step VI
A. Director of Curriculum, Instruction, & Accountability, Director of Special Education, Director of Guidance & Counseling Services, Director of Grant Funded Programs, Director of Assessment, Enrollment & Accountability, Director of Practical Nursing & Continuing Education Programs, Director of Plant Services 220 work days;	\$106,837	\$110,890	\$115,391	\$119,132	\$122,135	\$123,968
B. Dean of Students, Director of Cooperative Education 210 work days;	\$94,680	\$98,332	\$101,980	\$105,848	\$108,516	\$110,143

ARTICLE XI – DURATION

Except as expressly provided in another term of this agreement, the terms of this agreement shall be in force and effect from July 1, 2014 to and including June 30, 2017 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other. All portions of this Agreement shall remain in effect until said changes or revisions have been agreed upon.

Signed the ____ day of _____, 2014.

FOR THE GREATER LOWELL TECHNICAL HIGH SCHOOL ADMINISTRATORS ASSOCIATION:

DATE: _____

FOR THE GREATER LOWELL TECHNICAL HIGH SCHOOL SCHOOL COMMITTEE:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date