

AGREEMENT



BETWEEN

THE BELMONT SCHOOL COMMITTEE

And

THE BELMONT EDUCATION ASSOCIATION

UNIT B - ADMINISTRATORS



July 1, 2014 – June 30, 2017

Belmont Education Association
Negotiating Team

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Contract is made and entered into July 1, 2014 by the BELMONT SCHOOL COMMITTEE (hereinafter sometimes referred to as the "Committee") and the BELMONT EDUCATION ASSOCIATION UNIT B - ADMINISTRATORS (hereinafter referred to as "the Association").

ARTICLE 1 - PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of BELMONT, and that good morale within the teaching staff of BELMONT is essential to the achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- a. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent, and Unit B in the formulation and application of policies relating to wages, hours and other conditions of employment for the members of the Unit; and so,
- b. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE 2 - SCOPE

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of the Belmont Administrators' Unit which includes the following:

- Assistant Director of Student Services
- Assistant Principal(s) Belmont High School
- Assistant Principal(s) Chenery Middle School
- Director of Athletics, Physical Education and Student Activities
- Director of English and ELL
- Director of Fine and Performing Arts
- Director of Foreign Language
- Director of Mathematics
- Director of METCO
- Director of Science, Technology Education and Health
- Director of Social Studies
- Early Childhood Coordinator
- Nurse Coordinator

ARTICLE 3 - RIGHTS AND RESPONSIBILITIES

1. Both parties recognize that under the laws of the Commonwealth of Massachusetts the School Committee has the exclusive right, responsibility and final authority for establishing the policies for the control, direction and management of Belmont Public Schools; it is the

responsibility of the Superintendent to implement and administer these policies and the employees to work to the best of their ability to carry them out.

2. It is agreed that the only limitation placed upon the School Committee in its right, responsibility and authority to establish policies is in reference to those which concern wages, hours and conditions of employment and have been bargained for and are included herein.

3. Both parties agree that it is their responsibility to abide by the terms of this Agreement for its duration.

ARTICLE 4 - NO STRIKE PROVISIONS

1. The Administrators agree that they will not cause, or sanction, or take part in any strike, walkout, slowdown or work stoppage.

2. During the withdrawal of services by an employee group, the administrators have a responsibility to keep the schools open until the Committee takes official action to close them.

The administrators have an obligation to remain on the job:

- a. To protect and guide the students who report to school.
- b. To maintain communications within the community among parents, teachers and the public.
- c. To seek through reasonable methods to protect school property.

ARTICLE 5 - GRIEVANCE PROCEDURE

1. Definition: A grievance is defined as a dispute involving the alleged violation or the interpretation of a specific provision of this Contract.

2. A grievance shall be processed as follows:

a) Step One: The aggrieved administrator shall present the grievance to the immediate supervisor within fourteen (14) days of the event upon which the grievance is based. If the grievance affects more than one person, the Association may file a written grievance. The immediate supervisor shall give an answer in writing within fourteen (14) days.

b) Step Two: If the grievance is not resolved to the satisfaction of the grievant, the grievant may, within ten (10) days after the Step One answer, present the grievance in writing to the Superintendent. The Superintendent will make every effort to decide the grievance within fourteen (14) days. The Superintendent will present a decision in writing.

c) Step Three: If the grievance is not resolved to the satisfaction of the grievant, the grievant may, within ten (10) days after the Step Two answer, present the grievance in writing to the School Committee. The School Committee, or its counsel, will make a good faith effort to decide the grievance within fourteen (14) days. The School Committee, or its counsel, will present its decision in writing.

d) Step Four: If the grievance is not resolved to the satisfaction of the grievant, and if the grievance involves interpretation or application of any provision of this Contract, the Association may, by giving written notice to the School Committee within fourteen (14) days after the end of Step Three, submit the grievance to a board of arbitration whose

decision shall be binding upon both parties. Such board will be composed of three (3) members—one to be selected by the Association, one to be selected by the School Committee, and one to be selected by both parties. No payment shall commence for either party until the third arbitrator is appointed. The expense of such arbitration shall be shared equally by the School Committee and the Association at the prevailing rates of the American Arbitration Association.

3. General Provisions:

a) If at the end of ten (10) days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any administrator affected by it, the grievance shall not have been presented to the next step of the procedure set forth above, the grievance shall be deemed to have been waived.

b) If any administrator covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract. If the Association desires, it will be permitted to be heard at each step of the grievance process.

c) No written communication, document, or record relating to any grievance shall be filed in the personnel file maintained by the School Department for any administrator who files such a grievance. The decisions to dismiss or not rehire an administrator, or the procedures followed in making these decisions, are not subject to arbitration under any provision of this Agreement.

ARTICLE 6 - WORK-DAY

The Superintendent of Schools establishes the instructional responsibility of members of this unit at varying levels, as might be necessary due to enrollments and/or other related factors. The maximum teaching responsibility for all Unit B members shall not exceed one class.

ARTICLE 7 - WORK YEAR

The work-year of Directors is based on a ten (10) month contract with additional days based on the needs of the school system and the tasks to be completed. These additional days will be mutually agreed upon by the administrator and his/her supervisor.

The work-year for Assistant Principals will consist of 221 work-days, except for the Assistant Principals at the Chenery Middle School where it will consist of 211 days.

Additional compensation will be considered by the Superintendent and discussed with an administrator and the Association under extraordinary circumstances when substantial additional time is required during the summer months.

ARTICLE 8 - SICK LEAVE

1. Administrators shall receive fifteen (15) days' sick leave per school year with unlimited accumulation.
2. A medical certificate, stating the nature of the illness, that the illness prevented reporting for work, and that the administrator is capable of resuming responsibilities of his position, may be required after absence exceeding five (5) consecutive school days.
3. Sick Leave days may be used for absence due to illness of a member of the administrator's immediate family or household.
3. Administrators new to the system will, upon being hired, receive sick leave as provided in this Article pro-rated from the day they are, by contract, to report for work within the school system. Administrators will receive a full year's such leave if their contract calls for them to report on the first administrator's work-day.

ARTICLE 9 - SICK LEAVE BANK

A Sick Leave Bank for use by unit members covered by this Contract who have exhausted their own sick leave and who have a serious illness has been established. Administrators new to the system shall contribute one (1) day of sick leave to the Bank in the first year of employment.

The initial grant of sick leave by the Sick Leave Bank Committee to an eligible administrator shall not exceed thirty (30) days.

Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon the demonstration of need by the applicant.

The Sick Leave Bank shall be administrated by the Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be appointed by the Association to serve at its discretion and two (2) members shall be appointed by the Committee. The Sick Leave Bank referred to above is a consolidated bank consisting of contributions from both Unit A and Unit B members and is designed for the benefit of both Unit A and Unit B members. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. The following criteria shall be used by the committee in administrating the Bank and in determining eligibility and amount of leave:

- a.) Adequate medical evidence of serious illness.
- b.) Prior utilization of all eligible sick leave.

If the Sick Leave Bank is exhausted, it shall be renewed by the contribution of one (1) additional day of sick leave by each member covered by the Contract. Each additional day will be deducted from the administrator's annual fifteen (15) days of sick leave. The Sick Leave Bank Committee shall determine the time when it becomes necessary to replenish the Bank.

The decision of the Sick Leave Bank Committee, with respect to eligibility and entitlement, shall be final and binding and not subject to appeal.

ARTICLE 10 - EXCUSED LEAVE

Each year administrators shall receive up to a maximum of four (4) days excused leave with pay for personal reasons such as but not limited to, accidents, court appearances, and passing papers on a home. An administrator must only cite this Article when applying for personal leave.

Annually, Administrators may elect to receive a \$250 payment for one (1) unused excused day. That excused day cannot be included in determining the base for compensation under Section One.

ARTICLE 11 - PARENTAL LEAVE

1. **Statutory Leave:** Upon receipt of at least two (2) weeks' written notice of her anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence for up to twelve (12) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D, the Massachusetts Maternity Leave Act (MMLA), and the Federal Family and Medical Leave Act (FMLA). Consistent with her health, the administrator will try to commence such leave at the beginning of a semester or the school vacation period. If her health permits, the administrator is entitled to return from this leave any time before the expiration of said leave on five days' notice and provided a physician's certificate of fitness is submitted. For more information on parental leave see Parental Leave Policy attached hereto as Appendix C.

2. **Extended Leave:** In the event any administrator who has completed three (3) full years of service in the Belmont School System desires a leave without pay longer than that provided by statute, then the procedure listed below will be followed for the administrator or spouse who gives birth to or adopts or fosters a child:

The administrator will try to commence such extended leave at a time corresponding with the beginning of the school year, semester, vacation period, or marking period, as selected by the administrator, provided that up to that time the member of the unit can, in the opinion of her physician, perform her duties. At the option of the administrator, such leave will expire on the September 1 following the birth, adoption, or placement of the child or the subsequent September 1 if the birth, adoption, or placement occurs after December 15.

3. **Notice of Return:** The date of the anticipated return will be established with the Superintendent at the time the leave commences. The date of anticipated return will, if requested by the administrator, be extended to the applicable September 1 at which the administrator is physically capable of resuming administrative duties. At the time of return, a doctor's certificate of good health must be presented upon request.

4. **Termination of Pregnancy:** In the event of a termination of pregnancy, the member of the unit may make written application for reinstatement prior to the previously established date for the termination of the leave. Such application shall be accompanied by a physician's statement of good health. Such reinstatement will be granted by the Superintendent when a vacancy exists for which the Superintendent determines the administrator to be qualified.

5. **Between March 1 and March 15** of the calendar year in which a leave of absence is to expire, the Superintendent or his designee will notify each administrator on leave by certified mail to the last address on record in the Superintendent's office of his/her obligation to notify the

School Department of his/her intention to return. Thereafter, the member of the unit must notify the Superintendent in writing by April 1 or within ten (10) days of proof of delivery, whichever is later, of the administrator's intention to return in September. Failure to provide such notice to the Superintendent shall be deemed a resignation from the School System.

ARTICLE 12 - BEREAVEMENT LEAVE

1. In the event of a death in the immediate family of an administrator as defined below, the Committee will grant the administrator up to a maximum of five (5) funeral leave days, provided that payment will only be made for those days upon which the administrator has professional responsibilities and shall not apply to Saturdays, Sundays, holidays or days falling within the employee's vacation period.
2. "Immediate family" is defined as the administrator's spouse, domestic partner, child, parent, or sibling.
3. Three (3) days in accordance with the terms of Section 1 above shall be granted in the case of the death of the administrator's grandparent, parent-in-law, or member of the administrator's immediate household, or the spouse or child of a sibling or son-in-law, daughter-in-law, or grandchild.
4. Upon request from an Administrator, an additional day maybe granted by the Superintendent or designee.

ARTICLE 13 - SABBATICAL LEAVE

1. Four Week Sabbatical Leave: Each year, there will be one sabbatical available for administrators who have served in the Belmont Public Schools for at least seven years. This sabbatical will consist of four weeks which may be used for a research project which the Superintendent determines to be of importance to the system.

Administrators interested in this sabbatical should meet with the Superintendent to plan the use of this time and the research to be conducted. This process should be initiated no later than November 1 of the year prior to the sabbatical.

If the sabbatical leave is granted, the administrator will submit a detailed report to the Superintendent concerning the research conducted during the sabbatical leave. The administrator shall also state explicitly that the intention to return to duties in Belmont for no less than two (2) years.

2. School Year Sabbatical Leave: The Belmont Education Association and the Belmont School Committee agree that Belmont administrators should be encouraged to pursue individual study that will enhance their ability to contribute to the school system. Resources permitting, and upon recommendation of the Superintendent, such study may be undertaken through school year sabbatical leave.

- a) The intent of a sabbatical leave is to allow the administrator professional growth which he or she could not normally attain while meeting his/her full-time responsibilities to the Belmont Public Schools.

- b) Only administrators with professional status and seven (7) consecutive years of service to Belmont shall be eligible for a sabbatical leave under the terms of Chapter 71, Section 41A of The General Laws of Massachusetts.
- c) An administrator who has received a sabbatical leave shall not be eligible for another until he or she has completed seven (7) additional consecutive years of service in the Belmont Public Schools.
- d) Each sabbatical will be for a term of either ½ the school year or one full school year at the rate of 2/3 of the salary he or she is receiving at the time the leave begins.
- e) Upon return, the administrator shall receive the same salary and other benefits as he or she would have received had the administrator not been on leave.
- f) The intent to apply for a sabbatical leave shall be filed by February 1. By March, a specific application with the program and/or expected university if applicable) will be submitted to the Superintendent. Upon recommendation of the Superintendent, the final decision by the School Committee will be made by the first meeting in April.
- g) Before accepting such sabbatical leave, the administrator shall enter into a written agreement in accordance with the terms of Mass. General Laws Chapter 71, Section 41A, to return to the active service of the Belmont Public Schools for a period of at least twice the length of such leave. An administrator who does not fulfill the agreement shall have agreed in writing to pay the Town of Belmont the proportionate amount of such salary received by the Sabbatical Leave provided that the administrator may be released from such payment if his/her failure to service twice the length of the leave is due to disability, death, or if he or she is discharged from his/her position by the Superintendent.
- h) An administrator shall also submit a written report to the Superintendent concerning activities during the Sabbatical Leave.

ARTICLE 14 - AUTHORIZED ABSENCE - WORKSHOPS AND CONFERENCES

No salary deductions shall be made for absences, for attendance at conferences and meetings as a representative of the Belmont Public Schools, and for other absences authorized by the Superintendent or designee. The School Committee shall encourage attendance at outside workshops, conferences, meetings and conventions designed to improve the knowledge and performance of the administrator.

ARTICLE 15 - HOLIDAYS FOR ADMINISTRATORS

Holidays for Administrators follow the school calendar, which is approved by the School Committee on an annual basis.

ARTICLE 16 - RELIGIOUS HOLIDAYS

Employees who are members of a faith that requires that they celebrate religious holy days that fall on a day when school is in session shall be granted up to 2 days off with pay to be used on those days provided they give advance notice prior to close of first week of school.

ARTICLE 17 - EVALUATION AND PERSONNEL RECORDS

1. Evaluation procedures and criteria are contained in Appendix A, ADMINISTRATIVE EVALUATION HANDBOOK. All official observations of the work performance of an Administrator on whom formal evaluations are to be filed with the Superintendent will be conducted openly and with full knowledge of the Administrator. Administrators will be given copies of evaluation reports prepared by their superiors as required by the General Laws and will have the right to discuss such reports with their superiors.
2. There shall be only one official file for each Administrator, and this shall be maintained in the office of the Superintendent.
3. No material derogatory to an Administrator's conduct, service, character or personality shall be placed in the file unless the Administrator has had an opportunity to read the material. The Administrator shall acknowledge by signature on the actual copy to be filed that such material has been read. Such signature does not of itself indicate agreement with the contents.
4. The Administrator shall have the right to answer any material filed and his/her answer shall be attached to the file copy. No material of anonymous authorship will be placed in an Administrator's file.
5. As per provisions of the General Laws, Chapter 71, Section 42C, within a reasonable time after the request is presented by the Administrator, access to information in the Administrator's file shall be provided, while in the presence of the Superintendent or designee, and, if so desired, a representative of the Association.
6. Upon receipt of a written request, the Administrator shall be furnished a reproduction of any material in his file, with the exception of confidential material solicited by the school system from other employers or from colleges or private placement bureaus.
7. No administrators with professional status will be disciplined or formally reprimanded, reduced in rank, or compensation, or deprived of any professional advantage without just cause provided that such an administrator who desires to dispute a dismissal shall pursue his/her rights under Chapter 71 of the Massachusetts General Laws.

ARTICLE 18 - REDUCTION IN FORCE

In the event a position in the Administrators' Unit is discontinued and the employer does not offer the displaced Administrator another position in that unit, a displaced Administrator who has served in the Belmont School System in a position covered by the Unit A or Administrators' Unit contract for a total of three years prior to June 30, 1987, will be pooled along with Unit A members on recall for consideration for a vacant position within Unit A which he/she is qualified to fill. If there is no vacancy, he/she shall be entitled to be transferred to a position held by a non-professional status teacher which he/she is qualified to fill. If no open position (a vacancy or a position held by a non-professional status teacher) exists, the displaced Administrator will be transferred to a Unit A position for which he/she is qualified and will be subject at that time along with other Unit A members, to the Reduction in Force provisions of the Unit A contract. If an individual moves from Unit A to Unit B, the individual will carry all their accumulated benefits to

the new unit (Ex: accumulated sick leave, excused leave, etc.) The parties agree to negotiate over the changes in the law regarding reduction in force to conclude by May 2016.

ARTICLE 19 - VOUCHERS FOR TUITION CREDIT

The distribution of vouchers for tuition credit shall be the responsibility of the Association.

ARTICLE 20 - DUES DEDUCTION

1. The Association and Committee agree to the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts. Upon submission of the appropriately signed dues and credit union deduction cards, deductions from salaries will be made for the Belmont Education Association, the Massachusetts Teachers Association, and the National Education Association, and the Belmont, Teachers Credit Union. The total amount of dues deduction will be divided into eight equal monthly deductions. Deductions shall be made from November through June.
2. The signed dues and credit union deduction authorization card which shall be printed, distributed and collected by the Association must be received by the Superintendent before October 1st. Deductions shall continue to be made unless the Superintendent is given (60) days' notice in writing that the employee wishes to withdraw this authorization.
3. The Association shall indemnify and save the Committee and/or the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same pursuant to this Article.
4. Effective September 1, 2012, any Administrator employed by the Belmont Public Schools shall be subject to an agency service fee, unless said teacher is or becomes a member of the Belmont Education Association. Pursuant to MGL Chapter 105E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit or the effective date of the Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Association an agency fee, which shall be proportionally commensurate with the costs defined by law and by the Massachusetts Labor Relations Commission's regulations contained in 456 CMR 17:00 Agency Service Fee. The Agency Service Fee shall be deducted from each paycheck pursuant to payroll authorization. Collection of agency service fees, including the collection of delinquent fees shall be solely the responsibility of the Association and the Belmont Public Schools shall not be obligated to take any action in regard to the employment of such delinquent employees. Administrators who fail to pay the fee shall not be subject to dismissal or suspension, but the Association shall have standing to pursue any and all remedies it may have at law to collect such fee. The Association agrees to set the amount of the agency service fee and to administer procedures relating to the fees in accordance with all applicable laws and regulations.

ARTICLE 21 - CERTIFICATION AND PROFESSIONAL MEMBERSHIPS

1. Administrators will be reimbursed for the cost of recertification(s) up to \$125. If multiple certificates are required by the Belmont Public schools, then the committee will pay for more than one certificate up to a maximum of \$125 reimbursement for these costs.
2. The Belmont School Committee agrees to support membership in professional organizations related to the responsibilities of the Unit member's position, as approved by the Superintendent of Schools or his designee. The maximum for each member of the Belmont Administrators Unit shall be \$500.

ARTICLE 22 - GROUP INSURANCE BENEFITS

Effective July 1, 2007, the Town of Belmont will pay 80% of the cost of the premium for the HMO health insurance plan, and members of the bargaining unit will pay 20% of the cost.

Upon agreement by all town and school unions, the Town of Belmont will pay 75% of the cost of the premium for the PPO health insurance plan, and members of the bargaining unit will pay 25% of the cost.

Subject to agreement by school and town unions, the BEA agrees to the following plan design changes:

- Office Visit Co-Pay from \$5.00 per office visit to \$15.00 per office visit.
- Prescription Drug Co-Pay from \$5/\$10/\$25 to \$5/\$25/\$40

the Town of Belmont provides by vote any improvements in group health, dental, and/or life insurance benefits, then these benefits will accrue to members of Unit.

ARTICLE 23 - EARLY RETIREMENT INCENTIVE

1. Administrators with 15 years of certified teaching and administrative experience may submit in writing to the Committee their intention to retire up to two years in advance of the effective date of such retirement. The notice must be given prior to June 1 of any year. The date thus set, if accepted by the Committee, will be the effective date of retirement.
2. Under this policy all members of the Unit shall receive additional non-cumulative salary increments for each school year as follows:

Service in Belmont as of End of School Year in <u>Which Notice Filed</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>Total</u>
Minimum of 8 Years	\$3000	\$3000	\$6000
Minimum of 16 Years	\$3600	\$3600	\$7200
Minimum of 24 Years	\$4200	\$4200	\$8400

ARTICLE 24 - SALARY AND SALARY PAYMENT

1. Salary Schedules: The salary schedule for administrators is set forth in Appendix B attached hereto.
2. Payment: Administrators shall receive their first paycheck on the Wednesday of the first full week of school, and on every other Wednesday thereafter throughout the calendar year for a total of twenty-six (26) payments. In the event that a pay day falls on a holiday, checks shall be distributed on the last work day before the holiday whenever possible. Administrators shall receive the balance of their salary for the remainder of the school year in their last pay check in June.
3. In situations where a per diem rate is used for computing salary for administrators, that rate will be \$400 per day.
4. Peer Assistant: An administrator who is a Peer Assistant for a colleague on an Improvement Plan shall be paid \$875.

ARTICLE 25 - COMPENSATION AT LEAVING A POSITION

1. At the time of retirement, leaving a position, or death, individual members of the Unit will be compensated for accrued unused excused leave days up to a maximum of 25 days at \$400 per day.
2. All individual accounts will be adjusted at the beginning of each subsequent school year and each administrator will be notified of his/her status at/or near that time.

ARTICLE 26 - JURY DUTY

The Town of Belmont will pay regular salary for days of jury duty service. Any compensation received by the administrator from the Court for jury duty will be returned to the Town Treasurer.

ARTICLE 27 - TUITION FREE ATTENDANCE OF NON-RESIDENT ADMINISTRATOR'S CHILDREN

Effective as of 2005-2006 school year, an administrator in the Belmont School System who is not a resident of the Town will have the option, at not cost of having his/her child(ren) attend the Belmont Public Schools subject to the following conditions:

- a. Space available basis, as determined by the Superintendent
- b. Limit of five (5) students per school year
- c. If more apply than there are spaces, there will be a lottery to choose students who may attend

Once a child is accepted, so long as the administrator is employed in the Belmont Public Schools, the child shall be allowed to attend school through grade twelve (12) subject to the rules and regulations that apply to Belmont residents. In addition, every reasonable effort will be made to place siblings in the same school if the parent so requests.

ARTICLE 28 - LEAVE OF ABSENCE WITHOUT PAY

1. A leave of absence without pay may be granted to an Administrator for up to one year for caring for a sick member of the Administrator's immediate family.
2. Other leaves of absence of an emergency nature may be granted by the Superintendent of Schools. All benefits to which an Administrator is entitled at the time the leave commences will be restored upon return from such leave. The Administrator will be assigned to his/her prior position upon return from such leave.
3. A leave of absence to explore other career possibilities will be available to administrators with seven (7) years of continuous employment in the District and who have served three (3) continuous years in their same position. Application should be filed as soon as practical during the school year preceding the year in which the leave is to be effective and must be filed by June 1. No leave already granted may be withdrawn after May 1 if the replacement for the administrator on leave has been accepted by the Superintendent, or if a Letter of Intent has been issued in the event the Superintendent has not appointed a replacement. All leaves will be for a term of one year commencing September 1. An administrator on such leave will be subject to the Reduction In Force provisions of the collective bargaining agreement as if actively employed. An individual who returns from such leave may not reapply for another career leave until he/she has completed five additional years in the Belmont School System.

ARTICLE 29 - PROTECTION AND INDEMNIFICATION

Administrators will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent in writing. This report will be forwarded to the Superintendent who will comply with any reasonable request from the administrator for information in his/her possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the administrator, the police, and the courts. Indemnification of administrators for expenses in connection with criminal or civil proceedings shall be in accordance with the General Laws (Ch. 258) as amended to date.

ARTICLE 30 - PERSONAL INJURY

1. The Committee shall grant personal injury leave not exceeding five (5) days without loss of pay and not deducted from sick leave to an administrator because of a personal injury arising out of the course of employment, including an administrator who is the physically injured victim of an assault during the course of employment where such incident did not materially involve negligence or misconduct by the administrator.
2. In instances in which injuries covered by this Section incapacitate an administrator for more than seven (7) calendar days, he or she may apply for Workmen's Compensation benefits. In such instances, the Committee, to the extent permitted by law and the contract, shall grant the injured administrator pro-rata sick leave so that when added to the amount of disability compensation under Workmen's Compensation, the sick leave allowance will result in the payment to the administrator of his or her full salary.

ARTICLE 31 - SAVING CLAUSE

1. If any provision of this Contract shall be found to be contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law. Substitute provisions, if any, shall thereafter be negotiated between the parties hereto.
2. In the event that any provision of this Contract shall be found to be contrary to law, all other provisions of this Contract shall remain in effect.

ARTICLE 32 - DURATION

1. Subject only to the right to reopen, as set forth in Paragraph 4 below, this contract shall continue in effect from July 1, 2014 to June 30, 2017.
2. It shall automatically renew itself for successive terms of one year, unless by the October 15th immediately prior expiration date of the contract term, either the Committee or the Association shall have given the other written notice of its desire to modify, delete or negotiate given terms of this contract.
3. Notice:
 - a. The parties agree that the first meeting will be scheduled for no later than December 1. At that meeting the parties will agree as to when proposals will be presented to each party.
 - b. The party in receipt of the notice will have a period of thirty days from the date of the first negotiating session to offer proposals in writing for proper consideration.
 - c. Exceptions to the above can only be by mutual consent of both parties, the School Committee and the Association.
4. In the event of an emergency so declared by the School Committee, the Contract may be reopened for the purpose of negotiating aspects of this Contract affected by such an emergency.
5. Any changes in the Contract agreed to by both parties will be reduced to writing, signed by both parties, and become new appendices to this Contract and shall replace those previously in effect.

ARTICLE 33 - TUITION REIMBURSEMENT

The intent of this article is to allow and encourage administrators' professional growth while meeting their responsibilities to the BPS. The Committee agrees to budget and expend up to \$5,000 in each year of the contract, which will be used to reimburse administrators who take graduate level courses from accredited degree granting institutions. The following guidelines will be followed:

- a. The course work must have prior approval of the Superintendent or designee.
- b. The administrator must present evidence of payment and receipt of credit for qualifying courses.
- c. The maximum amount of tuition reimbursement will be \$1,000 per unit member per year.
- d. Should claims for tuition reimbursement exceed the total budgeted amount; each administrator will receive a prorated amount of their claim.

APPENDIX A - SALARY/PERFORMANCE PAY

Minimum Entry Salaries for the Belmont Administrators' Unit

Directors	Asst Principals (Chenery Middle)	Asst Principals (Belmont High)
\$90,000	\$87,000	\$90,000

METCO Director	School Nurse Coordinator
\$65,000	\$64,000

Base Salary

There is no cost of living adjustment during the term of this agreement.

Performance Pay

A performance pay allocation will be established in each year of the contract. For the 2014-2015 year, the total of said allocation shall be \$50,000, in 2015-2016 that allocation shall be \$55,000, for the 2016-2017 year, the total of said allocation shall be \$60,000. When performance pay is added to an administrator's base salary, the adjusted salary total will be used in calculating the following year's July 1 salary adjustment.

There shall be a stipend of \$3,150 that shall be applied to the salary of any eligible member who has completed 10 or more night events in a school year. Each night event must have been 2 or more hours with all of those hours outside of the regular work day. The following positions are eligible for this stipend: Director of Athletics, Physical Education, and Student Activities, Director of Fine and Performing Arts, and High School Assistant Principals.

The Superintendent will determine performance pay based on a variety of data sources including a strong positive evaluation, fulfillment of goals, introduction of innovative practices, leadership development, and demonstration of initiative.

The salary of an Administrator hired after July 1, 2002 will be established at the discretion of the Superintendent within the salary range.

APPENDIX B - BPS PARENTAL LEAVE POLICY

Two laws govern parental leave in Massachusetts:

1. Massachusetts Maternity Leave Act (MMLA) State law
2. Family Medical Leave Act (FMLA) Federal Law

MMLA

The MMLA covers female employees who either give birth to, or adopt a child. Under this act, employees are entitled to take up to eight weeks of leave. While this leave is unpaid, you may apply accrued sick days to this leave. The eight weeks of leave begin at the birth of the baby, or placement of the child. The leave is consecutive and does include any holidays/school vacation days that fall during the leave. *Example:* if a teacher takes eight weeks of leave and February vacation week falls during the eight weeks, that week is included in the eight weeks. The teacher cannot extend his/her leave by an additional week. However, the teacher will only be “charged” for 7 weeks of sick days, as the February vacation week is considered non-teaching time in the Unit A contract.

If the birth or adoption occurs during the summer vacation, the leave commences at the birth or adoption of the child and impacts the school year only to the extent that the eight-week leave extends into the school year. *Example:* The birth or adoption occurs on August 1st, the leave extends for eight consecutive weeks, ending in September.

FMLA

The FMLA entitles eligible employees (male or female) to take up to 12 weeks of unpaid leave during a 12 month period for (1) a serious health condition of the employee which renders him/her unable to perform the functions of his/her job; (2) to care for certain family members (spouse, child, parent) who have a serious health condition; or (3) to care for a newborn, adopted, or foster child. Family members of an individual in the armed services may be eligible for additional leave under certain circumstances. To be eligible for FMLA leave, you must have been employed for the previous twelve months and worked at least 1,250 hours during the 12-month period prior to the start of leave.

Although this leave is unpaid, you may apply accrued paid leave time to this leave. FMLA leave and MMLA leave runs concurrently. FMLA leave does not include periods of time when employees do not regularly work such as, for teachers, during winter break, school vacation weeks, or during the summer between academic terms. *Example:* if a teacher takes 12 weeks of parental FMLA leave, either maternity, or paternity, and February vacation occurs during the leave, that vacation week does not count toward the employee’s eligible 12 weeks of FMLA leave. The Belmont Public Schools reserves the right to require you to use accrued paid leave during your FMLA absence.

Special rules apply to employees taking leave in close proximity to the beginning or end of an academic term. Please consult a Human Resources representative for more information.

Note: If an employee takes 8 weeks of FMLA leave to care for a baby, he/she is still eligible to take up to 4 additional weeks of FMLA leave during that 12 month period, for a separate purpose, e.g. to care for a seriously ill parent.

If a married couple is employed by the district, they may take a combined 12 weeks of FMLA leave to care for a newborn or adopted child. They are not eligible for 12 weeks each. Where the husband and wife both use a portion of the total 12-week FMLA leave entitlement for either the birth or adoption of a child the husband and wife would each be entitled to the difference between the amount he or she has taken individually and 12 weeks for FMLA leave for other purposes. Example: if each spouse took 6 weeks of leave to care for a healthy, newborn child,

each could use an additional 6 weeks due to his or her own serious health condition or to care for a parent with a serious health condition.

If leave is foreseeable, employees are expected to provide written notice of requested leave as early as possible, and no later than 30 days, prior to the beginning of the requested leave. If 30 days notice is not practicable, such as because of a lack of knowledge, a change in circumstances, or a medical emergency, written notice must be given as soon as practicable.

Specific notice requirements apply to female employees who are members of Unit A and are pregnant and planning a maternity leave. These employees should refer to the BEA Unit A contract for specific information.

Medical certification is required for any FMLA leave, except for parental leave. Please note that FMLA leave for non-parental leave purposes may be denied if appropriate medical certification is not timely provided.

Insurance Benefits

Health insurance benefits are maintained throughout an MMLA and/or FMLA leave. During the leave, the employee continues to pay the employee portion of the premiums, while the Belmont Public Schools pays the employer portion of the premiums. In the event that the Belmont Public Schools permits an employee to take an extended parental leave of absence (longer than 12 weeks) the employee may maintain his/her insurance, however he/she is responsible for the entire cost of the health insurance.

Extended Parental Leave

The BEA Unit A contract allows employees with professional status to take an extended parental leave (unpaid), which is beyond the scope of this policy. Please refer to the Unit A contract for specific information related to this topic.

APPENDIX C – Administrative Evaluation Handbook

EDUCATOR EVALUATION PROCEDURE

OF UNIT B PERSONNEL

IN BELMONT

WITH FORMS, SMART GOALS AND RUBRICS

December, 2013

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1) Purpose of Educator Evaluation

- A) The purpose of the Belmont Public Schools' Educator Evaluation Procedure is to provide for the continuous growth of staff and the continuous improvement in the quality of education for all students. Evaluation of administrator performance is an essential component of an effective educational program, as well as a requirement of the state law and regulations (MGL c. 71, s. 38; 603 CMR 35.00). We believe that professional growth and development, and the resulting improvement in the quality of education, are best achieved by a cooperative process, characterized by mutual respect, teamwork and trust. Administrators and their supervisors share responsibility in this evaluation process.

The Educator Evaluation Procedure described here has been designed to:

- i) Raise the quality of instruction and educational services to the children.
- ii) Recognize, encourage and support growth and improvement in teaching.
- iii) Define goals, identify, gather and use information as part of a process to improve professional performance, and to assess total job effectiveness and make personnel decisions.

This Handbook is part of the collective bargaining agreement between Unit B of the Belmont Education Association and the Belmont School Committee. (See Article 17 of this contract.)

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 educators 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).
- C) Educator Evaluation Procedures are not meant to be disciplinary in nature; neither do the Educator Evaluation Procedures prevent the Committee from imposing discipline.

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 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, evidence-based judgments based on observations, artifacts of professional practice, 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, 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 Administrator’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 from the effective date of hire to the end of the school year.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Administrator for one or two school years for Experienced Administrator who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Administrator of one school year for Experienced Administrators who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 90 school 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.
- 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 to assess total job effectiveness and make personnel decisions (the “summative evaluation”).

- H) **Evaluator:** Any person 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. Evaluators shall be evaluated pursuant to 603 CMR 35.00 and such other standards as may be established. Each Administrator will have one Evaluator at any one time responsible for developing the Educator Plan, supervising the Administrator's progress, evaluating the Administrator's progress toward attaining the Educator Plan goals, and determining performance ratings and summative evaluation.
- i) **Notification:** The Administrator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator may be changed upon notification in writing to the Administrator. The Association shall be notified of all assignments by October 15, with updates as appropriate.
- 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 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 Evaluation:** An evaluation conducted at mid-cycle 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.
- M) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Administrator's plan, consistent with the SMART Goals framework. 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 individual or team goals. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Administrator who have a common interest.
- N) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- O) **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 ACCESS gain scores.

- P) **New Administrator:** An administrator who has not completed three years in the position in the district.
- Q) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in written feedback to the Administrator. Normal supervisory responsibilities of evaluators will also cause them to drop in on 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. Upon request of the Administrator, the Administrator and evaluator shall discuss any visit that had not previously resulted in feedback.
- R) **Parties:** The Association and the Committee are the parties to this agreement
- S) **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.
- T) **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 35.03. See Rubrics.
- U) **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.

V) **Rating of Overall Educator 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 Classroom Teachers or Specialized Instructional Support Personnel (as found in the Unit A Handbook for Evaluations) for those administrators who also serve as teachers or caseload educators, at the discretion of the evaluator.

W) **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

X) **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 Administrator's Plan.

- Y) **Trends in student learning:** At least three (3) consecutive 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.
- Z) **Worksite:** Any location where an administrator is carrying out his/her functions as an administrator, including in a school building and on sanctioned trips.

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, when available, 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 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 three 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 set by the district. The measures set by the district shall be based on the Administrator's role and responsibility.
- B) Evidence-based judgments based on observations and artifacts of practice including:
 - i) Unannounced observations.
 - ii) Announced observations.
 - iii) Examination of Administrator work products and artifacts.
 - iv) Examination of student and educator work samples.

- C) Other Evidence relevant to one or more Performance Standards and Goals, including but not limited to:
- i) Evidence compiled and presented by the Administrator, including: Evidence of fulfillment of professional responsibilities and growth such as, but not limited to: self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture, and outreach to families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s); and
 - iv) Student Feedback – see # 20;
 - v) Any other relevant evidence from any source that the Evaluator substantiates and shares with the Administrator. Other relevant evidence could include information provided by other administrators outside the bargaining unit, principals and/or the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Administrator's self-assessment, the formative evaluation and the summative evaluation. Those rubrics are attached to this agreement.

5) Evaluation Cycle: Training for new Administrators

- A) Prior to the implementation of the evaluation process contained in this article for new educators, the district shall arrange training that outlines the components of the 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 employment, new Administrators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. 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 one (1) month 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

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

- A) Provide an overview of the evaluation process, including goal setting and the educator plans, as well as appropriate rubrics.
- B) Provide District and School goals and priorities, listings of professional development opportunities, and data needed to complete the self-assessment and propose the goals.
- C) Provide all Administrators with directions for obtaining a copy of the forms used by the district. These shall be electronically provided and employees may print or copy them using district machines.
- D) The faculty meeting may be digitally recorded to facilitate orientation of Administrators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting.
- E) Provide a mechanism for Administrators to collect and present artifacts, with both electronic and hard-copy options, including but not limited to: folders, templates, lists, software.

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Administrator completing a self-assessment by October 15th (or for an Administrator who started employment at a school after the beginning of the year, within a month after starting employment or within two (2) weeks of receiving Training for New Administrators (Section 5), whichever is later). The teacher may choose to submit a written self-assessment to his/her Evaluator.
 - 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 using the rubric.
 - (c) Proposed goals to pursue as described below:
 - (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 shall submit goals on the Educator SMART Goals and Plans Form. Administrators are encouraged to meet with teams to

consider establishing team goals. Evaluators may participate in such meetings.

- ii) For Administrators in their first year in a position, the Evaluator will meet with each Administrators by October 15th (or within one month of the Administrator's first day of employment if the Administrator begins employment after September 15th) 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 an 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, the Administrator may propose team goals.
- iv) For Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Experienced Administrators may include individual professional practice goals that address enhancing skills that enable the Experienced Administrator to share proficient practices with colleagues or develop additional leadership skills.
- v) For Experienced Educators 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 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. See Sections 13-17 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, 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. If the Evaluator determines that the Administrator's goals shall be different from he/she proposed, the Evaluator shall meet with the Administrator to explain the difference. The process for determining the Administrator's impact on student learning, growth and achievement will be determined pursuant to #19, below.
- C) Educator Plan Development Meetings shall be conducted as follows:

- i) Administrators shall meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by November 1st of the next academic year to develop their Educator Plan.
 - ii) For those Administrators new to the school or District, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within three weeks of the start of their assignment
 - 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 team goals.
- D) The Evaluator completes the Educator Plan by November 15th. The Administrator shall sign the Educator Plan within 5 school days of its receipt. The Administrator may include a written response within 10 school days, which shall be attached to the plan. The Administrator's signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Administrator's Plan.

If there is no agreement on the contents of the plan, the Educator and Association President may submit the issue to the Superintendent for final approval.

9) Evaluation Cycle: Observation of Practice

Administrators will be observed a minimum number of times per educator plan cycle as follows:

Educator Plan	Unannounced Observations	Announced Observations
Developing Educator Plan, year 1	4	0
Developing Educator Plan, years 2 and 3	3	0
Two-Year Self-Directed Growth Plan	2	0
One-Year Self-Directed Growth Plan	2	0
Directed Growth Plan	2	1
Improvement Plan of greater than 6 months	4	1
Improvement Plan of six month or less	2	1

Upon request of the Administrator, the evaluator shall perform an additional observation, the details of which the Administrator and evaluator shall discuss prior to the observation. The Administrator may withdraw the request.

Receiving more than the prescribed minimum number of observations should be viewed as routine and is not indicative of performance issues unless noted in the written feedback.

10) Observations

A) General

- i) The Evaluator's first observation of the Administrator shall take place between September 15 and November 30. Observations required by the Educator Plan shall be completed by June 1st. The Evaluator may conduct additional observations after this date, provided there is mutual agreement between the Administrator and evaluator.
- ii) The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. The parties agree that individual administrative styles vary and not all of the indicators on the rubric may be observed during any one observation.
- iii) 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 on the Observation Report Form. The Administrator shall sign the Observation Report Form within 5 school days of its receipt. The Administrator's signature does not indicate agreement or disagreement with its contents. The Administrator may include a written response within 10 school days, which shall be attached to the report.
- iv) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement (for an unannounced observation only, for the first time) must:
 - (a) Be long enough to view the evidence in context.
 - (b) Describe the basis for the Evaluator's judgment.
 - (c) Describe actions the Administrator should take to improve his/her performance.
 - (d) Identify support and/or resources the Administrator may use in his/her improvement.
 - (e) Be followed by a meeting between the Administrator and Evaluator, if requested by either one.
 - (f) For unannounced observations, Be followed by at least one observation of at least 30 minutes in duration within 20 school days but no sooner than the day after the feedback has been provided.

B) 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 five (5) school days of the observation.

C) Announced Observations

Announced observations shall be conducted for at least the entire event as described to the evaluator/observer before the observation. Announced Observations shall be conducted according to the following:

- i) The Administrator and Educator shall select the date and time of the activity to be observed and discuss any specific goal(s) for the observation.
- ii) 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
 - (a) 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.
 - (b) 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 in collaboration with the Administrator as soon as reasonably practical.
- iii) Within 5 school days of the observation, the Administrator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Administrator, but must occur within 10 school days of the original observation.
- iv) The Evaluator shall provide the Administrator with written feedback within 5 school days of the post-observation conference.

11) Evaluation Cycle: Formative Evaluation

- A) Educators receive a Formative Evaluation report at mid-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 collaboratively agreed upon by the Administrator and Evaluator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the administrator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Administrator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet within five (5) school days before and/or after completion of the Formative Evaluation Report.
- F) The Administrator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report or the Formative Evaluation meeting(s), whichever is later. The Administrator's reply shall be attached to the report.
- G) The Administrator shall sign the Formative Evaluation report within 5 school days of receiving the report. 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.
- J) After the formative assessment and upon request of the Administrator, another trained supervisor, chosen by mutual agreement between the Administrator and the Superintendent or his/her designee, and an Association representative, if requested by the Administrator, shall be assigned to perform an observation to be used as evidence in the administrator's summative evaluation. Without mutual agreement the Superintendent shall choose the supervisor; after which the Administrator may withdraw the request. The observation shall be unannounced and least 30 minutes in duration, and preceded by a meeting between the Administrator and observing supervisor.

12) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Administrators on a one or two year Educator Plan, the summative report 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.
- 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 used 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 two weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Administrator, the Administrator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the administrator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face, by email or to the Administrator's school mailbox or home no later than June 1st.
- J) The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.
- K) The Evaluator shall 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 does not indicate agreement or disagreement with its contents.
- N) The Administrator shall have the right to respond in writing to the summative evaluation within 10 school days 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, and all electronic materials shall be maintained by the District and made accessible by the Administrator.

13) 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 of 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, confidential peer observations, and implementing new programs.
- C) It is the Administrator's responsibility to attain the goals in the Plan.

14) Educator Plans: Developing Educator Plan

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

15) 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 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 those Experienced Administrators who have an overall rating of proficient or exemplary, and whose impact on student learning is low. In this case, 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.

16) 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.

17) 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 90 school days and no more than one school year.
- 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 who 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:

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. The evaluator shall suggest that the Administrator request that an Association Representative attend the meeting.
- 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 and resources that the district will provide 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 evaluation 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, at the request of the Administrator, a mutually agreed upon Peer Assistant to provide technical assistance, information, and/or modeling of techniques, as required to meet the needs and goals specified in the Improvement Plan; and,
 - vii) Include the signatures of the Administrator and Evaluator.
- H) A copy of the signed Plan shall be provided to the Administrator. 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 1. 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) 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) If the Evaluator determines that the Administrator is not making substantial progress toward proficiency, the Evaluator may recommend to the superintendent that the Administrator be dismissed or put the Administrator on another Improvement Plan.

18) Timelines (Dates in italics are provided as guidance)

A) **Administrators on One Year Plans**

Activity:	Completed By:
Superintendent meets with evaluators and Administrators to explain evaluation process	<i>September 15</i>
Evaluator meets with New Administrators to assist in self-assessment and goal setting process Administrator submits self-assessment and proposed goals	October 15
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)	November 1
Evaluator authorizes Educator Plans	November 15
Evaluator should complete first observation of each Administrator	November 30
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Formative Evaluation Report date	<i>January 15*</i>
Evaluator should complete mid-cycle Formative Evaluation Reports for Administrators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Evaluation Meetings if requested by either Evaluator or Administrator	<i>February 15</i>
Administrator submits evidence on parent outreach, professional	<i>May 15*</i>

growth, progress on goals (and other standards, if desired)* or two weeks prior to Summative Evaluation Report date established by evaluator	
Evaluator completes Summative Evaluation Report	May 15 June 1
Evaluator meets with Administrators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Evaluator meets with Administrators whose ratings are proficient or exemplary at request of Evaluator or Administrator	June 10
Administrator signs Summative Evaluation Report	June 15

B) Experienced Administrators on Two Year Plans

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and Administrators to explain evaluation process	<i>September 15 of year 1</i>
Evaluator meets with first-year Administrators to assist in self-assessment and goal setting process Administrator submits self-assessment and proposed goals	October 15 of year 1
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	November 1 of year 1
Evaluator authorizes Educator Plans	November 15 of year 1
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Formative Evaluation Report date established by Evaluator	May 1 of year 1 *
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 15 of Year 1</i>
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or two weeks before Summative Evaluation Report date established by Evaluator	May 15 of year 2 *

Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Administrator signs Summative Evaluation Report	June 15 of Year 2

C) Administrators on Plans of Less than One Year

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

19) Rating Impact on Student Learning Growth

The parties agree to bargain with respect to this matter during the 2014-2015 school year. The first time administrators are to be rated on their Impact of Student Learning, that rating shall be Moderate or High.

20) Using Student feedback in Administrator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Administrator Evaluation. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter, including the instrument(s), protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.

21) Using Staff feedback in Administrator Evaluation

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

22) General Provisions

A) The following chart of responsibilities lists who may serve as evaluators of Administrators: .

<u>Administrator</u>	<u>Evaluator</u>
Directors	Assistant Superintendent for Curriculum & Instruction
Assistant Principals	School Principal
Assistant Director of Student	Director of Student Services

Services

Early Childhood Coordinator

Director of Student Services

Director of Nursing

Assistant Superintendent for Curriculum &
Instruction

- 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 ensure that Evaluators have initial and ongoing training in supervision and evaluation, including the regulations and standards and indicators of Effective Administrative Leadership 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. An Association Representative shall attend any such meeting at the discretion of the Administrator.
- E) The parties agree to continue the work of the Advisory Group which shall review the evaluation processes and procedures annually through the 2016-2017 school year and recommend adjustments to the parties, as well as discuss other parts of this evaluation noted as needing further negotiations. Recommendations from this group shall be forwarded to the parties for negotiations and ratification.
- F) Violations of this article are subject to the grievance and arbitration procedures.

Educator SMART Goals and Plan Form

Name _____ Type of Plan _____

Evaluator's Name _____ Dates of Plan _____

Step #1: Use Student Learning Data To Identify Student Learning Goal Area(S)

Examine past student learning data (from state tests, common assessments, other quantitative and qualitative data) to determine an area that you would like to address in order to improve student achievement.

List the focus area here: _____

Step #2: Use Your Self-Assessment (Performance Relative To The Rubric) To Identify Professional Practice Goal Area(s)

Focus area for growth: _____

Step #3: Discuss With Colleagues

Meet with colleagues who have shared responsibility of students or common instructional responsibilities. Decide if you will work on each goal as a team goal or individually.

Step #4: Draft The Student Learning Goal Statement

Goal statement: _____

This goal is [check one]:

an individual Student Learning Goal

a PLT Goal

If this is a PLT Goal, attach the completed form to your PLT Charter and submit.

another team Student Learning Goal

Step #5: Draft The Professional Practice Goal Statement

Goal statement: _____

This goal is [check one]:

an individual Professional Practice Goal

a team Professional Practice Goal

**Step #6: Add Key Actions, Benchmarks And Resources/Support
(Revise Goal Statements As Needed)**

Key Actions: what will I/we do to achieve my/our goals?

Student Learning Goal

Professional Practice Goal

_____	_____
_____	_____
_____	_____
_____	_____

Benchmarks: how will I/we know if I am on track to accomplish my/our goals?

Student Learning Goal

Professional Practice Goal

_____	_____
_____	_____
_____	_____
_____	_____

Resources and Support: what will I/we need to help accomplish my/our goals?

Student Learning Goal

Professional Practice Goal

_____	_____
_____	_____
_____	_____
_____	_____

Educator's Signature _____

Date _____

Evaluator's Signature _____

Date _____

Educator Comments: (if desired)

Observation Form

Educator's Name _____	Evaluator's Name _____
School: _____	Date: _____
Subject: _____	

Date and Time of the Observation

--

What portion of the class are you observing? (check all that apply)

- Beginning
- Middle
- End

Length of Observation

--

Written Feedback from Evaluator

--

Educator Response (if desired):

--

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

Educator Collection of Evidence Form

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Label	Date <i>Record date, duration if applicable</i>	Source of Evidence <i>e.g., parent conference, observation</i>	Indicators(s) and/or Goals ¹ <i>Standard(s) and/or goal(s) to which evidence is tied</i>	Notes <i>(Optional) Explain why included, specifics on what the evidence shows, context, etc.</i>
ex. 1	11/8/11	unit plans, benchmark data	I.A, Student Goal #1	unit plans modification reflect student data at semester mid-point

Signature of Educator _____ Date _____

Signature of Evaluator _____ Date _____

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

Formative Evaluation Form for Administrators-January/February	
Name:	Evaluator:
School:	Date:
	Shared:

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.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

--

Standard II: Management and Operations

The education leader 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.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
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--

Standard III: Family and Community Engagement

The education leader 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.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

--

Standard IV: Professional Culture

The education leader promotes success for all students by nurturing and sustaining a school culture of reflective practice, high expectations, and continuous learning for staff.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

--

Progress on Attaining Professional Practice Goal

- No Progress
- Progressing
- Achieved Goal
- Exceeded Goal

--

Progress on Attaining Student Learning Goal

- No Progress
- Progressing
- Achieved Goal
- Exceeded Goal

--

Overall Performance

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Educator Response (if desired):

--

Signature Instructions

Once a form is signed, it can no longer be edited. Please follow this order when signing:
-The EDUCATOR should sign this form first.
-The EVALUATOR should sign this form second.

Signature of Educator

- no signature -

Signature of Evaluator

- no signature -

Formative Evaluation Form for Administrators-June

Name:
School:

Evaluator:
Date:
Shared:

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.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Standard II: Management and Operations

The education leader 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.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Standard III: Family and Community Engagement

The education leader 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.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Standard IV: Professional Culture

The education leader promotes success for all students by nurturing and sustaining a school culture of reflective practice, high expectations, and continuous learning for staff.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Progress on Attaining Professional Practice Goal

- No Progress
- Progressing
- Achieved Goal
- Exceeded Goal

Progress on Attaining Student Learning Goal

- No Progress
- Progressing
- Achieved Goal
- Exceeded Goal

Overall Performance

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Educator Response (if desired):

Signature Instructions

Once a form is signed, it can no longer be edited. Please follow this order when signing:
-The EDUCATOR should sign this form first.
-The EVALUATOR should sign this form second.

Signature of Educator

- no signature -

Signature of Evaluator

- no signature -

Summative Evaluation Form for Administrators

Name:
School:

Evaluator:
Date:
Shared:

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.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Standard II: Management and Operations

The education leader 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.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Standard III: Family and Community Engagement

The education leader 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.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Standard IV: Professional Culture

The education leader promotes success for all students by nurturing and sustaining a school culture of reflective practice, high expectations, and continuous learning for staff.

Exemplary	Proficient	Needs Improvement	Unsatisfactory
-----------	------------	-------------------	----------------

Progress on Attaining Professional Practice Goal

- No Progress
- Progressing
- Achieved Goal
- Exceeded Goal

Progress on Attaining Student Learning Goal

- No Progress
- Progressing
- Achieved Goal
- Exceeded Goal

Setting SMART Goals²

Good goals help educators, schools, and districts improve. That is why the educator evaluation regulations require educators to develop goals that are specific, actionable, and measurable. They require, too, that goals be accompanied by action plans with benchmarks to assess progress.

This “SMART” Goal framework is a useful tool that individuals and teams can use to craft effective goals and action plans:

S	=	Specific and Strategic
M	=	Measurable
A	=	Action Oriented
R	=	Rigorous, Realistic, and Results-Focused (the 3 Rs)
T	=	Timed and Tracked

Goals with an action plan and benchmarks that have these characteristics are “SMART.”

A practical example some of us have experienced in our personal lives can make clear how this SMART goal framework can help turn hopes into actions that have results.

First, an example of *not* being “SMART” with goals: *I will lose weight and get in condition.*

Getting SMARTer: *Between March 15 and Memorial Day, I will lose 10 pounds and be able to run 1 mile nonstop.*

The **hope** is now a **goal**, that meets most of the SMART Framework criteria:

It's Specific and Strategic	= 10 pounds, 1 mile
It's Measurable	= pounds, miles
It's Action-oriented	= lose, run
It's got the 3 Rs	= weight loss and running distance
It's Timed	= 10 weeks

SMART enough: To make the goal really “SMART,” though, we need to add an action plan and benchmarks. They make sure the goal meets that final criteria, “Tracked.” They also strengthen the other criteria, especially when the benchmarks include “process” benchmarks for tracking progress on the key actions and “outcome” benchmarks that track early evidence of change and/or progress toward the ultimate goal.

² The SMART goal concept was introduced by G.T. Doran, A. Miller and J. Cunningham in *There's a S.M.A.R.T. way to write management's goals and objectives*, *Management Review* 70 (11), AMA Forum, pp. 35-36. *What Makes a Goal “SMART”?* also draws from the work of Ed Costa, Superintendent of Schools in Lenox; John D'Auria, Teachers 21; and Mike Gilbert, Northeast Field Director for MASC.

Key Actions

- Reduce my daily calorie intake to fewer than 1,200 calories for each of 10 weeks.
- Walk 15 minutes per day; increase my time by 5 minutes per week for the next 4 weeks.
- Starting in week 5, run and walk in intervals for 30 minutes, increasing the proportion of time spent running instead of walking until I can run a mile, non-stop, by the end of week 10.

Benchmarks:

- For process, maintaining a daily record of calorie intake and exercise
- For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6lbs/.2 mi; 8 wks: 8 lbs/.4 miles)

S = Specific and Strategic

Goals need to be straightforward and clearly written, with sufficient specificity to determine whether or not they have been achieved. A goal is strategic when it serves an important purpose of the school or district as a whole and addresses something that is likely to have a big impact on our overall vision.

M = Measurable

If we can't measure it, we can't manage it. What measures of quantity, quality, and/or impact will we use to determine that we've achieved the goal? And how will we measure progress along the way? Progress toward achieving the goal is typically measured through "benchmarks." Some benchmarks focus on the process: are we doing what we said we were going to do? Other benchmarks focus on the outcome: are we seeing early signs of progress toward the results?

A = Action Oriented

Goals have active, not passive verbs. And the action steps attached to them tell us "who" is doing "what." Without clarity about what we're actually going to do to achieve the goal, a goal is only a hope with little chance of being achieved. Making clear the key actions required to achieve a goal helps everyone see how their part of the work is connected—to other parts of the work and to a larger purpose. Knowing that helps people stay focused and energized, rather than fragmented and uncertain.

R = Rigorous, Realistic, and Results-Focused (the 3 Rs)

A goal is not an activity: a goal makes clear what will be different as a result of achieving the goal. A goal needs to describe a realistic, yet ambitious result. It needs to stretch the educator, team, school, or district toward improvement but not be out of reach. The focus and effort required to achieve a rigorous but realistic goal should be challenging but not exhausting. Goals set too high will discourage us, whereas goals set too low will leave us feeling "empty" when it is accomplished and won't serve our students well.

T = Timed

A goal needs to have a deadline. Deadlines help all of us take action. For a goal to be accomplished, definite times need to be established when key actions will be completed and benchmarks achieved. Tracking the progress we're making on our action steps (process benchmarks) is essential: if we fall behind on doing something we said we were going to do, we'll need to accelerate the pace on something else. But tracking progress on process outcomes isn't enough. Our outcome benchmarks help us know whether we're on track to achieve our goal and/or whether we've reached our goal. Benchmarks give us a way to see our progress and celebrate it. They also give us information we need to make mid-course corrections.

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.
I-A-2. Lesson Development Support	Does not state expectations for the development of well-structured lessons, provide support to educators, and/or discriminate between strong and weak lesson-planning practices.	Provides limited training to educators on how to develop well-structured lessons and/or does not consistently address patterns of weak lesson development practices.	Supports educators to develop well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, technologies, and grouping.	Supports educators to collaborate on developing a series of interconnected, well-structured lessons with challenging objectives and appropriate student engagement strategies, pacing, sequence, materials, and grouping and identifies specific exemplars and resources in each area. 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. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Instructional Practices	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 appropriate teaching strategies and practices.	While observing practice and reviewing unit plans, looks for and identifies a variety of effective teaching strategies and practices.	Ensures, through observation and review of unit plans, that teachers know and employ effective teaching strategies and practices while teaching their content. Is able to model this element.
I-B-2. Quality of Effort and Work	Does not set high expectations for the quality of content, student effort, and/or student work schoolwide, or expectations are inappropriate.	May set high expectations for the quality of content, student effort, and student work schoolwide but allows expectations to be inconsistently applied across the school.	Sets and models high expectations for the quality of content, student effort, and student work schoolwide and supports educators to uphold these expectations consistently.	Sets and models high expectations for the quality of content, student effort, and student work schoolwide and empowers educators and students to uphold these expectations consistently. Is able to model this element.
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.
I-C-2. Adjustment to Practice	Does not encourage or facilitate teams to review assessment data.	Suggests that teams meet to review data and plan for adjustments and interventions but inconsistently monitors this practice.	Provides planning time and effective support for teams to review assessment data and identify appropriate interventions and adjustments to practice. Monitors educators' efforts and successes in this area.	Plans, facilitates, and supports team review meetings after each round of assessments. Monitors teams' plans, adjustments to instruction, and outcomes and shares lessons learned with others. Is able to model this element.

Indicator I-D. Evaluation: Provides effective and timely supervision and evaluation in alignment with state regulations and contract provisions, including:

1. Ensures that educators pursue meaningful, actionable, and measurable professional practice and student learning goals.
2. Makes frequent unannounced visits to classrooms and gives targeted and constructive feedback to teachers.
3. Exercises sound judgment in assigning ratings for performance and impact on student learning.
4. 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-1. Educator Goals	Does not support educators to develop professional practice and/or student learning goals, review the goals for quality, and/or support educators in attaining goals.	Supports educators and educator teams to develop professional practice and student learning goals but does not consistently review them for quality and/or monitor progress.	Supports educators and educator teams to develop and attain meaningful, actionable, and measurable professional practice and student learning goals.	Supports educators and educator teams to develop and attain meaningful, actionable, and measurable professional practice and student learning goals and models this process through the leader's own evaluation process and goals. Is able to model this element.
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.

I-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-D-3. Ratings	Assigns ratings for performance, goal attainment, and impact on student learning without collecting and analyzing sufficient and/or appropriate data or does not assign ratings for some educators.	Assigns ratings for performance, goal attainment, and impact on student learning in a way that is not consistently transparent to educators.	Exercises sound and reliable judgment in assigning ratings for performance, goal attainment, and impact on student learning and ensures that educators understand why they received their ratings.	Exercises sound and reliable judgment in assigning ratings for performance, goal attainment, and impact on student learning. Ensures that educators understand in detail why they received their ratings and provides effective support to colleagues around this practice Is able to model this element.
I-D-4. Alignment Review	Does not review alignment between judgment about practice and data about student learning when evaluating and rating educators.	Occasionally reviews alignment between judgment about practice and student learning data.	Consistently reviews alignment between judgment about practice and student learning data and makes informed decisions about educator support and evaluation based upon this review.	Studies alignment between judgment about practice and data about student learning when evaluating and rating educators and provides effective support to colleagues around this practice. 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.
I-E-2. School and District Goals	Gathers limited information on the school's strengths and weaknesses and/or does not use these data to inform school plans or actions.	Assesses the school's strengths and weaknesses using data that are not carefully analyzed and/or writes an unfocused strategic plan.	Uses data to accurately assess the school's strengths and areas for improvement to inform the creation of focused, measurable school and district goals.	Involves stakeholders in a comprehensive diagnosis of the school's strengths and weaknesses using appropriate data and leads a collaborative process to develop a focused, results-oriented strategic plan with annual goals. Is able to model this element.
I-E-3. Improvement of Performance, Effectiveness, and Learning	Does not share assessment data with faculty, use data to make adjustments to school plans, and/or model appropriate data analysis strategies.	Shares limited data with faculty to identify student and/or educator subgroups that need support; provides limited assistance to educator teams in using data to improve performance.	Uses multiple data sources to evaluate educator and school performance. Provides educator teams with disaggregated assessment data and assists faculty in identifying students who need additional support.	Leads teams to disaggregate data and identify individuals or groups of students who need support. Empowers educators to use a range of data sources to pinpoint areas for their own and schoolwide improvement. Is able to model this element.

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-1. Plans, Procedures, and Routines	Does not organize the school effectively for orderly and efficient movement of students.	Establishes plans, procedures, and routines but student entry, dismissal, meals, class transitions, assemblies, and recess are not consistently orderly and/or efficient.	Establishes and implements plans, procedures, and routines that generally ensure orderly and efficient student entry, dismissal, meals, class transitions, assemblies, and recess.	Establishes systems, plans, procedures, and routines that empower students and staff to implement orderly and efficient student entry, dismissal, meals, class transitions, assemblies, and recess. Is able to model this element.
II-A-2. Operational Systems	Inadequately supervises or supports custodial and/or other staff so that the campus is not generally clean, attractive, welcoming, and/or safe.	Provides inconsistent supervision and/or support of custodial and other staff, resulting in a campus that is not consistently clean, attractive, welcoming, or safe.	Supervises and supports custodial, clerical, food services, and other staff effectively so that the campus is clean, attractive, welcoming, and safe.	Creates and maintains a school environment in which custodial and other staff take personal responsibility for keeping the campus clean, attractive, welcoming, and safe. Is able to model this element.

II-A. Element s	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-3. Student Safety, Health, and Social and Emotion al 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 schoolwide 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.

Indicator II-B. Human Resources Management and Development: Implements a cohesive approach to recruitment, hiring, induction, development, and career growth that promotes high-quality and effective practice.

II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Recruitment and Hiring Strategies	Does not successfully lead the recruitment and hiring process.	Leads the recruitment and hiring process but does not consistently identify effective educators.	Leads the school's recruitment and hiring process and, through it, consistently identifies effective educators who share the school's mission.	Consistently identifies effective educators who share the school's mission. Empowers faculty members to share in a structured, consistent interview process. Is able to model this element.
II-B-2. Induction, Professional Development, and Career Growth Strategies	Does not support new teachers, organize high-quality job-embedded professional development, and/or support the career growth of effective educators.	Develops only a limited school-based induction program for new teachers and/or inconsistently implements the district's induction strategy; organizes job-embedded professional development that is not consistently high quality or aligned with goals; and/or does not consistently support effective educators' career growth.	Develops school-based induction support for new teachers and/or faithfully implements the district's induction strategy; organizes high-quality job-embedded professional development aligned with school and educator goals; and supports the career growth of effective educators by distributing leadership tasks and monitoring progress and development.	Facilitates the educator-led design and implementation of induction support, job-embedded professional development, and career growth support all of which are aligned with school and educator goals, and are consistently viewed by educators as effective and helpful. Is able to model this element.

Indicator II-C. Scheduling and Management Information Systems: Uses systems to ensure optimal use of time for teaching, learning, and collaboration.

II-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-C-1. Time for Teaching and Learning	Does not create a master schedule and/or related systems to maximize blocks of uninterrupted instructional time.	Creates a master schedule and related systems that set aside instructional time but does not effectively eliminate unnecessary interruptions to instruction.	Creates a master schedule and related systems to maximize blocks of uninterrupted instructional time and eliminate unnecessary interruptions to instruction.	Creates, implements, and regularly adjusts a master schedule and related systems to maximize blocks of uninterrupted instructional time and eliminate unnecessary interruptions to instruction. Empowers staff to do the same. Is able to model this element.
II-C-2. Time for Collaboration	Sets unrealistic expectations for team meetings if at all and/or does not create a schedule that provides adequate meeting time for teams. Does not work to prevent or deflect time-wasting activities.	Sets inconsistent expectations for team meetings and/or creates a schedule that only provides adequate meeting time for some teams. Works to prevent or deflect activities with limited success.	Sets expectations for team meetings and creates a schedule that provides sufficient meeting time for all teams. Prevents or deflects activities that prevent staff from focusing on student learning during team time.	Is transparent and forthcoming about expectations for all team meetings. Creates and implements a schedule that maximizes meeting time for all teams. Effectively prevents time-wasting activities. Is able to model this element.

Indicator II-D. Laws, Ethics, and Policies: Understands and complies with state and federal laws and mandates, school committee policies, collective bargaining agreements, and ethical guidelines.

II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Laws and Policies	Demonstrates lack of awareness or consistent non-compliance with some or all state and federal laws and mandates, school committee policies, or collective bargaining agreements.	May know state and federal laws and mandates, school committee policies, and collective bargaining agreements but inconsistently complies with some laws or policies.	Understands and complies with state and federal laws and mandates, school committee policies, and collective bargaining agreements.	Invests staff in understanding and complying with state and federal laws and mandates, school committee policies, and collective bargaining agreements. Is able to model this element.
II-D-2. Ethical Behavior	Demonstrates lack of sound judgment reflecting integrity and fairness and/or does not adequately protect student, family, and/or staff confidentiality.	Generally demonstrates sound judgment reflecting integrity and fairness with occasional lapses in judgment and/or does not always protect student, family, and staff confidentiality appropriately.	Reliably demonstrates sound judgment reflecting integrity and fairness; protects student, family, and staff confidentiality appropriately; and expects staff to do both as well.	Reliably demonstrates sound judgment reflecting integrity and fairness; protects student, family, and staff confidentiality appropriately. Effectively supports all staff to do both as well. Is able to model this element.

Indicator II-E. Fiscal Systems: Develops a budget that supports the district’s vision, mission, and goals; allocates and manages expenditures consistent with district/school-level goals and available resources.

II-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-E-1. Fiscal Systems	Builds a budget that does not align with the district’s goals or mismanages available resources.	Develops a budget that loosely aligns with the district’s vision, mission, and goals or inconsistently manages expenditures and available resources.	Develops a budget that aligns with the district’s vision, mission, and goals. Allocates and manages expenditures consistent with district/school-level goals and available resources.	Leads a team to develop a budget that aligns with the district’s vision, mission, and goals with supporting rationale; allocates and manages expenditures consistent with district/school-level goals; and seeks alternate funding sources as needed. 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.
III-A-2. Community and Business Engagement	Limits work to the immediate context of the school. Does not make efforts to reach out to community organizations, community members, or businesses that could otherwise contribute to school effectiveness.	Engages some community organizations, community members, and/or businesses in annual school events but does not make efforts to increase their involvement to maximize community contributions for school effectiveness.	Establishes ongoing relationships with community organizations, community members, and businesses. Engages them to increase their involvement to maximize community contributions for school effectiveness.	Establishes strategic partnerships with community organizations, community members, and businesses that improve school effectiveness. Works to increase the types and number of organizations with whom the school partners in order to deepen relationships and increase partner contributions. Is able to model this element.

Indicator III-B. Sharing Responsibility: Continuously collaborates with families to support student learning and development both at home and at school.

III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-1. Student Support	Does not work with educators to identify student needs, does not work with families to address student needs, and/or does not draw upon internal or external resources.	Asks educators to identify students struggling academically or behaviorally and/or works with a limited number of families to address student needs, utilizing a limited set of resources.	Supports educators to identify each student’s academic, social, emotional, and behavioral needs, including students with disabilities and English learners. Collaborates with families to address student needs, utilizing resources within and outside of the school.	Models for educators how to identify each student’s academic, social, emotional, and behavioral needs, including students with disabilities and English learners. Collaborates with families to effectively address student needs and prevent further challenges, connecting students with a network of resources within and outside the school. Is able to model this element.
III-B-2. Family Collaboration	Does not set clear expectations for or provide support to educators to regularly communicate with families on ways to support their children’s learning at home and at school.	Sets general expectations and provides occasional support to educators to engage families in supporting their children’s learning at school and at home and/or supporting their children with disabilities or limited English proficiency.	Sets clear expectations for and supports educators to regularly engage families in supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.	Sets clear expectations and provides differentiated support to educators to ensure that they regularly engage all families in supporting their children’s learning at school and home, including families and children with limited English proficiency and/or children with disabilities. Is able to model this element.

Indicator III-C. Communication: Engages in regular, two-way, culturally proficient communication with families about student learning and performance.

III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	Does not set clear expectations for or provide support to educator to communicate with families. School and classroom communication regarding student learning and performance primarily occurs through report cards.	May set expectations for and provide limited support to educators to communicate with families but does not stress the importance of two-way communication channels. School and classroom communication regarding student learning and performance primarily occurs through newsletters and other one-way media.	Sets clear expectations for and provides support to educators to communicate regularly with families using two-way communication channels, including careful and prompt response to communications from families. Supports educators to maximize the number of face-to-face family/teacher interactions.	Sets clear expectations for and provides differentiated support to ensure that all educators design and implement frequent personalized communications, respond carefully and promptly to communications from families, and solicit feedback from families that informs improvement to communication plans. Is able to model this element.
III-C-2. Culturally Proficient Communication	Does not set clear expectations for or provide support to educators regarding culturally sensitive communication and/or allows inappropriate disrespectful communication with families that ignores different family cultural norms.	May set expectations for educators regarding culturally sensitive communication but does not provide support to educators and/or occasionally communicates in ways that are culturally insensitive to some families' home language, culture, and values.	Sets clear expectations for and provides support to educators regarding culturally sensitive communication. Ensures that school and classroom communication with families is always respectful and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Sets clear expectations for, models, and provides differentiated support regarding culturally sensitive communication. Ensures that school and classroom communication with families is always respectful and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

Indicator III-D. Family Concerns: Addresses family concerns in an equitable, effective, and efficient manner.

III-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-D-1. Family Concerns	Inconsistently contacts families in response to concerns, and agreed-upon solutions are often not in the best interest of students.	May address concerns with families as they arise, but agreed-upon solutions are not always in the best interest of students.	Reaches out to families as concerns arise and works to reach equitable solutions in the best interest of students.	Reaches out to families proactively and as soon as concerns arise and effectively reaches equitable solutions that satisfy families, faculty, and staff and are in the best interest of students. Is able to model this element.

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. Element s	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.
IV-A-2. Mission and Core Values	Does not develop core values and mission statements for the school.	May develop core values and mission statements but rarely uses them to guide decision making.	Develops, promotes, and models commitment to core values that guides the development of a succinct, results-oriented mission statement and ongoing decision making.	Leads faculty to develop core values and mission statements, shares these statements with families and the school community, and uses them to guide decision making. Is able to model this element.

IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-3. Meetings	Leads meetings that lack clear purpose and/or are primarily used for one-way informational updates.	Leads meetings that include both one-way informational updates and participatory activities focused on matters of consequence.	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.	Plans and facilitates staff-led, engaging meetings in which small groups of educators learn together and create solutions to instructional issues. Is able to model this element.

Indicator IV-B. Cultural Proficiency: Ensures that policies and practices enable staff members and students to interact effectively in a culturally diverse environment in which students' backgrounds, identities, strengths, and challenges are respected.

IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Policies and Practices	Develops and implements culturally insensitive or inappropriate policies, does not support staff in building cultural proficiency, and/or creates a culture that minimizes the importance of individual differences.	Takes pride in having a diverse faculty and/or student body, but some policies are not culturally sensitive and/or provides limited resources for educators to support the development of cultural proficiency.	Develops and implements culturally sensitive policies that acknowledge the diverse backgrounds, identities, strengths, and challenges of students and staff. Provides staff with relevant resources to support them in building cultural proficiency and promotes a culture that affirms individual differences.	Leads stakeholders to develop and implement culturally sensitive policies that acknowledge the diverse backgrounds, identities, strengths, and challenges of students and staff. Empowers staff with time, resources, and support to build cultural proficiency and collaborates with community members to create a culture that affirms individual differences. 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.

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-1. Continuous Learning of Staff	Accepts the practice of educators working largely in isolation, without consideration of data and best practices, or discourages reflection among staff.	May encourage educators and teams to reflect on the effectiveness of instruction and interactions with students and to use data and best practices to adapt instruction but does not support educators in these practices.	Leads all educators and teams to reflect on the effectiveness of lessons, units, and interactions with students. Ensures that staff use data, research, and best practices to adapt instruction to achieve improved results.	Models for educators how to reflect on the effectiveness of lessons, units, and interactions with students and uses data, research, and best practices to adapt instruction to achieve improved results. Supports all educators to work in teams as often as is feasible and appropriate. Is able to model this element.
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-E. Shared Vision: Continuously engages all stakeholders in the creation of a shared educational vision in which every student is prepared to succeed in postsecondary education and become responsible citizens and community contributors.

IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Vision Development	Does not engage stakeholders in the creation of a shared educational vision, or the vision is disconnected from college and career readiness, civic engagement, and/or community contributions.	Engages staff, students, families, and community members in developing a vision focused on some aspects of student preparation for college and career readiness, civic engagement, and community contributions.	At all grade levels, continuously engages staff, students, families, and community members in developing a vision focused on student preparation for college and career readiness, civic engagement, and community contributions.	Leads staff, students of all ages, families, and community members to develop and internalize a shared educational vision around preparation for college and careers and responsible citizenship. 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.
IV-F-2. Conflict Resolution	Does not address conflicts in a solution-oriented and/or respectful manner.	May attempt to respectfully resolve conflicts as they arise, but employs only a limited range of strategies.	Consistently employs a variety of strategies to resolve conflicts in a constructive and respectful manner.	Consistently employs a variety of strategies to resolve conflicts in a constructive and respectful manner and empowers staff to use these approaches. Is able to model this element.
IV-F-3. Consensus Building	Does not attempt to build consensus within the school community, or attempts at consensus-building around critical school decisions are unsuccessful.	Employs a limited number of strategies to build consensus within the school community, with varying degrees of success.	Builds consensus within the school community around critical school decisions, employing a variety of strategies.	Employs a variety of strategies to build consensus within the school community around critical school decisions while encouraging dialogue and different points of view. Is able to model this element.

APPENDIX D – Impact of RETELL Regulations

MEMORANDUM OF AGREEMENT
BETWEEN THE
BELMONT EDUCATION ASSOCIATION
AND THE
BELMONT SCHOOL COMMITTEE

RE: IMPACT OF RETELL REGULATIONS

This **Memorandum of Agreement** is entered into by and between the Belmont School Committee (Committee) and the Belmont Education Association (Association).

Whereas, the Committee and the Association are parties to a collective bargaining agreement for educators for the period 9/1/11 through 8/31/14 and a collective bargaining agreement for administrators for the period 6/1/11 through 5/31/14; and

Whereas, the Massachusetts Department of Elementary and Secondary Education (DESE) promulgated updated educator license regulations, 603 CMR 7.00, to implement its new initiative to better educate student who are English Language Learners (ELLs) called Rethinking Equity and Teaching for English Language Learners (RETELL); and

Whereas, DESE has designated the Belmont Public Schools in Cohort 2, which is during the three school years from 2013-14 to 2015-16; and

Whereas, the Committee and the Association have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the impact of these regulatory changes:


Therefore, the parties, in consideration of mutual covenants, agree to the following.

1. For the purposes of this RETELL MOA, an “available employee” shall be defined as an employee of the Committee who can attend a DESE SEI Endorsement Class or DESE SEI Endorsement Bridge Class as offered per schedule on the DESE website. For the purposes of this RETELL MOA, an “eligible employee” shall be defined as an educator of the Committee who currently has or will have one or more ELL students in their classroom(s) the following school year, or a supervisor of an educator who has or will have one or more ELL students in his/her classroom(s).
2. During the District’s Cohort years, the School Committee shall work collaboratively with the Association and shall inform Association leaders which employees are eligible and available. No later than one week before the Committee transmits any such names to DESE, the Committee shall notify such employees of this designation so that the employee may correct this determination if needed.
3. All employees obtaining SEI Endorsement, by taking the 45-hour course, shall receive three (3) credit hours to be applied to their salary in accordance with Appendix E. Once the state has determined the structure of the bridge course(s) the administration and

Association will meet to determine the credit hours to be applied to their salary in accordance with Appendix E. Employees who obtain an SEI Endorsement without any additional course work are not eligible for any additional credit hours by obtaining the SEI Endorsement.

4. All educators without an SEI Endorsement shall be notified if there are to be registered ELL students in their classroom(s) as soon as the information is available, but in no case later than the start of school. All supervisors of educators without an SEI Endorsement shall be notified if there are to be registered ELL students in the classroom(s) of educators they supervise for the following school year as soon as the information is available, but in no case later than the start of school.
5. Employees may use the process of obtaining the SEI Endorsement as their Professional Practice Goal and progress of ELLs as their Student Learning Goal for the Evaluation process.

Wherefore, the Committee and the Association have caused this **Memorandum of Agreement** to be executed by their duly-authorized representatives



Robert Antonellis, BEA President

Date: 6/21/13



Laurie Graham, School Committee Chair

Date: 7.2.2013