

#### CHRONICALLY UNDERPERFORMING DISTRICT EXIT ASSURANCES AND STRATEGIES FOR SUSTAINABILITY

District Name:	Holyoke Public Schools	LEA Code:	01370000
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The following has been developed consistent with M.G.L. Chapter 69, Section 1K and 603 CMR 2.06 to define the features of the turnaround plan that will continue for a transitional period upon the Commissioner's removal of a district from chronically underperforming status.<sup>1</sup> For purposes of these exit assurances, the term "Receiver" as used in the Turnaround Plan, including Appendix A, has been replaced by the term "Superintendent." This is consistent with the regulatory requirement that a receiver's employment ends when the Commissioner removes a district from chronically underperforming status. The Superintendent will exercise any additional authority granted by these exit assurances in consultation with the School Committee.

## CONTINUED FEATURES OF TURNAROUND PLAN

The following table lists the features of the turnaround plan that will be continued for a transitional period beyond the district's exit from receivership.

Turnaround Plan Feature		
Priority Area 1: High-Quality Instruction for All		
- Continue providing professional development to all instructional leaders to align instructional		
expectations across all classrooms in the district and maximize student engagement with rigorous, standards-aligned tasks;		
<ul> <li>Accelerate job-embedded support for educators to continue to learn how to provide all students with access to grade-level expectations;</li> </ul>		
- Create and implement an early literacy plan that includes high-quality curriculum, effective teacher		
strategies, development of deep content knowledge, and collaboration to meet the needs of students wh are English learners and students with disabilities.		
- Establish and implement a districtwide vision for and team-based approach to inclusive practices that		
support students who have unique learning needs (students who are English Learners, students with disabilities, and others);		
<ul> <li>Implement recommended instructional and student support practices for students who are English learners, from the MTSS review conducted during the 2021-22 school year;</li> </ul>		
<ul> <li>Using culturally and linguistically responsive MTSS practices, continue to build trusting relationships with families, educators, and students around how to meet the unique needs of every child.</li> </ul>		
Priority Area 2: Personalized Pathways		
- Develop a cohesive plan to increase access to and quality of social-emotional learning (SEL) throughout the school day;		
- Partner with staff, families, and the community to ensure that students experience positive relationships		
and mentorship and have access to opportunities to explore their interests.		
Priority Area 3: Family and Community Engagement		
- Promote strong two-way communication through continuous improvement of language access services.		
Priority Area 5: Supporting Empowered Schools		

<sup>&</sup>lt;sup>1</sup> Per 603 CMR 2.06(13)(3), two years after the removal of the district from chronically underperforming status, if any of the continuing features of the turnaround plan has yet to be discontinued, the commissioner shall conduct a review of the district to determine whether such continuing feature or features should remain in place or be discontinued.

- Align the work and approach of central office departments focused on student learning to accelerate the effectiveness of supports to schools. This will include implementing a calibrated observation tool to be used by all central office instructional leaders, during both individual and cross-team classroom visits.

# Selected provisions of Appendix A: Required Contract and Policy Changes (identified by original section numbering in 2022 Turnaround Plan).

These exit assurances incorporate certain modifications to the Turnaround Plan, based on discussions with the Holyoke Teachers' Association, the District, and the School Committee:

## SECTION 1: REQUIRED TERMS FOR COLLECTIVE BARGAINING AGREEMENTS

## III. School-Based Decision-Making

The Superintendent will determine what autonomies he/she/they will provide to district schools. Schools working together in gradespan bands (i.e., elementary schools, middle schools, high schools) will create collective annual operational plans addressing those autonomies that have been granted, subject to the Superintendent's approval. Individual district schools may be granted additional autonomies at the discretion of the Superintendent.

#### IV. Professional Compensation System

The Receiver developed a new professional compensation system, which was implemented after consultation with the union. While the professional compensation system may be modified in consultation with the union, it must maintain a career path as a specific component, where employees are compensated based on individual effectiveness, professional growth, and student academic growth.

## V. Teaching & Learning Time

## School Schedules

Current daily school schedules will be continued except as approved or required by the Superintendent.

#### School Calendar

The Superintendent will establish the school calendar each year. The Superintendent may approve an alternate calendar at the request of a school principal, if the principal and Superintendent determine that the alternate calendar is in the best interests of the students in the school.

#### VI. Evaluation

#### Educator Evaluation System

Educators and administrators shall be evaluated according to the Massachusetts Department of Elementary and Secondary Education (DESE) model system, as adapted by the Superintendent. Any additional adaptations to the model system will be developed in consultation with the union.

The Superintendent and his/her/their designees implement evaluation processes for all district personnel.

#### VII. Staffing

In filling positions, principals have the authority to select the best-qualified staff from both internal and external candidates. The Superintendent may adopt any procedure(s) that he/she/they determine appropriate in filling vacancies, and where all other factors are equal, seniority may be used as the deciding factor.

The Superintendent has the right to lay off teachers and other staff because of reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Superintendent will establish the selection criteria for layoffs of teachers and other staff. Such selection criteria may include, but are not limited to qualifications, licensure, work history, multiple measures of student learning, operational need, and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor. The Superintendent may adopt any procedure(s) that he/she/they determine appropriate in the event of a reduction in force.

The Superintendent has the right to reassign educators and other staff, including those who have been displaced from their positions. After discussion with the affected educator or staff member, the educator or staff member may be assigned to any open position for which he/she/they are qualified. If the educator or staff member is not assigned to a mutually agreeable position, the Superintendent will assign the educator or staff member to a position for which he/she/they are qualified. Such an assignment may include instructional support, substitute teaching, or administrative tasks. If no mutually agreeable position is available, the Superintendent may lay off the educator or other staff. The Superintendent may adopt any procedure(s) that he/she/they deem appropriate in the assignment/reassignment of educators or other staff.

The Superintendent may formulate job descriptions, duties, and responsibilities for any and all positions in the district.

The Superintendent may outsource work in whole or in part, may transfer bargaining unit work, and may hire and employ part-time employees.

The Superintendent may create nontraditional administrative positions in order to operate the district efficiently. Such positions will not be covered by any district collective bargaining agreement.

The Superintendent may change work schedules for all bargaining units to mirror the time that schools are in session and offices are open.

## IX. Grievance and Arbitration

#### Dispute Resolution:

Any dispute over the application, meaning, or interpretation of an action taken by the Superintendent/HPS in formulating, implementing, or administering any component of the turnaround plan exit assurances shall be subject to the following dispute resolution procedure, which shall be the exclusive process available for resolving the dispute.<sup>2</sup>

Step 1

- The employee may bring a concern to the principal/head of department in writing within five (5) calendar days of the occurrence of the event giving rise to the concern. The employee should specifically state the desired resolution.
- The employee may be represented by a union representative at any stage of the dispute resolution process.
- Within 5 calendar days of the receipt of the concern, the principal/head of department should meet with the employee to discuss the concern.
- Within 5 calendar days of the meeting, the principal/head of department should issue a decision in writing to the employee.

<sup>&</sup>lt;sup>2</sup> This dispute resolution process does not apply to disputes relating to the dismissal of a teacher with professional teacher status. Those disputes will be governed by the arbitration process set out in G.L. c. 69, §1K(d), or G.L. c. 71 §24, as appropriate.

#### Step 2

- If the employee is not satisfied with the resolution issued by the principal/head of department, he/she/they may bring the concern to a senior HPS executive, designated by the Superintendent, in writing within 5 calendar days of receiving the principal's/head of department's decision.
- Within 5 calendar days of the receipt of the concern, the HPS executive should meet with the employee to discuss the concern.
- Within 5 calendar days of the meeting, the senior executive should issue a decision in writing to the employee.

#### Step 3

- If the employee is not satisfied with the resolution issued by the senior HPS executive, he/she/they may bring the concern to the Superintendent (or his/her/their designee, if applicable) in writing within 10 calendar days of receiving the previous decision.
- Within 10 calendar days of the receipt of the concern, the Superintendent or his/her/their designee should meet with the employee to discuss the concern.
- Within 10 calendar days of the meeting, the Superintendent should issue a decision in writing to the employee.

#### Step 4

- If the employee is not satisfied with the resolution issued by the Superintendent (or his/her/their designee), he/she/they may appeal the decision to the Commissioner of Elementary and Secondary Education, or his/her/their designee, in writing within 10 calendar days of receiving the previous decision.
- The Commissioner or his/her/their designee should meet with the involved parties to discuss the concern.
- The Commissioner should issue a decision in writing to the employee, which shall be final and binding.

#### General Provisions

- Failure of the employee to advance the grievance to the next level within the designated time period shall be deemed to be acceptance of the prior grievance response.
- The Superintendent may suspend the time periods in writing with the union.

## Throughout a transitional period, the Department will periodically monitor the district's progress using the following metrics.

Progress Metric	Aligned Turnaround Plan Strategy
Districtwide and school-level benchmark and interim assessment data	Priority Area 1, Appendix A: Required
(e.g. DIBELS, STAR, DnA)	Contract and Policy Changes
Districtwide and school-level instructional walkthrough data	Priority Area 1, Appendix A
School Quality Reviews focused on the instructional core (i-SQR)	Priority Area 1, Appendix A
Districtwide and school-level climate survey data (e.g. Panorama)	Priority Areas 1, 2, 3, 4, 5; Appendix A
Retention rate of new teacher hires after 3 years	Appendix A

#### DESE may provide funding to implement certain flexibilities.

## ASSURANCES

The District acknowledges that it will —

- (1) Implement continued flexibilities consistent with the "Continued Features of the Turnaround Plan" section above.
- (2) Cooperate with the Department of Elementary and Secondary Education (DESE) in DESE's continued efforts to assess progress in the district.

Typed Name of Superintendent:	Anthony Soto
Signature of Superintendent:	
Date:	04/28/2025

Typed Name of Chair of School Committee:	Joshua A. Garcia
Signature of Chair of School Committee:	
Date:	April 28, 2025