

AGREEMENT BETWEEN

**THE CHELMSFORD SCHOOL COMMITTEE
("THE COMMITTEE")**

AND

**THE CHELMSFORD SCHOOL ADMINISTRATORS'
ASSOCIATION
("THE ASSOCIATION")**

JULY 1, 2013 to JUNE 30, 2016

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AGREEMENT

This Agreement is entered into on this 30th day of June, 2013, by and between the Chelmsford School Committee (hereinafter referred to as the Committee) and the Chelmsford School Administrators' Association (hereinafter referred to as the Association).

PREAMBLE

In recognition of the fact that the development and improvement of educational programs is a joint responsibility, the School Committee of the Town of Chelmsford and the Chelmsford School Administrators' Association pledge their mutual efforts toward advancing the high educational standards of the Chelmsford Public School System.

ARTICLE I

RECOGNITION

- 1-01 For the specific purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the Committee recognizes the Chelmsford School Administrators' Association as the exclusive representative of the following Administrators: Middle School Assistant Principals, High School Deans, Special Education Administrative Chairpersons, Department Coordinators, Pre-School Coordinator, and Athletic Director.
- 1-02 For the purposes of this collective bargaining agreement an administrator is an individual holding a job description that requires professional teacher status but the individual is not a member of the teachers' bargaining unit. The job description also requires participation in hiring, supervising, and evaluating staff, and has no requirement to assist substantially in the collective bargaining process for the employer.
- 1-03 It is recognized that the School Committee has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility, and prerogative to direct the operation of the public schools of Chelmsford in all its aspects. These rights, responsibilities, and prerogatives shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement. No action taken by the School Committee with respect to such rights, responsibilities, and prerogatives, other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and arbitration provisions of this Agreement.

Nothing contained in the provisions of this Agreement is intended to restrict the School Committee with respect to determining the requirements of the positions

in the above classifications which become vacant during the contract year, including the length of the work year.

An Administrator will not be disciplined, discharged, or reduced in rank or compensation without just cause. However, this provision is not intended to restrict the School Committee's right to terminate a non-tenured Administrator; such termination of a non-tenured Administrator will not be subject to the grievance and arbitration provisions of this Agreement. Any non-tenured Administrator receiving notice from the Committee of its intention to not renew his/her contract shall have the right to a hearing before the Committee and to be represented by counsel of his own choice.

The parties to this Agreement will not discriminate against any Administrator because of race, creed, color, religion, nationality, domicile, sex, or marital status, or by reason of any activity in the Association not in contravention of any provisions of this Agreement. In addition, an Administrator will be entitled to full rights of citizenship, and no religious or political activity of any Administrator or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such Administrator.

ARTICLE II
NEGOTIATION PROCEDURE

2-01 The committee agrees to enter into negotiations with the Administrators concerning a successor Agreement not later than October 1, 2016.

ARTICLE III
GRIEVANCE PROCEDURE

3-01 DEFINITION

A grievance is hereby defined as constituting a complaint by an Administrator or group of Administrators based on alleged violations of this Agreement, or a dispute involving the meaning, interpretation, or application thereof. The grievance will be filed by using the standard form provided by the central administration of the Chelmsford School System.

3-02 PROCEDURE:

1. Level One

An administrator with a grievance will first discuss it with his or her supervisor with the objective of settling the matter informally. Any matter which cannot be settled informally shall then be filed on a form which is Exhibit A of this contract and signed by the individual administrator or group of administrators affected, thus initiating the grievance procedure.

Within five (5) working days after the receipt of the grievance form, the supervisor will meet with the subordinate to discuss further the grievance. The Administrator may have a representative from the Association's Grievance Committee present if so desired. The supervisor may request that a member of the administrative staff be in attendance. The supervisor shall respond to the grievance in writing within five (5) working days following his or her discussion with the subordinate.

2. Level Two

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, and if the Association's Grievance Committee so determines, the grievance will be forwarded in writing to the Superintendent of Schools' Office. Within five (5) working days, the Superintendent and/or his designee will meet with the Association's Grievance Committee to attempt to resolve the grievance.

All level two grievances must be filed separately on a form which is Exhibit A of this contract and signed by the individual administrator affected or if a group grievance, by at least two members of the group affected.

3. Level Three

If the Association's Grievance Committee is not satisfied with the disposition of the grievance at Level Two, or if no decision has been reached within ten (10) working days after discussion, the Grievance Committee may then refer the matter in writing to the School Committee.

Within ten (10) working days after receipt of the grievance, a sub-committee of the School Committee will discuss the grievance with the Association's Grievance Committee (or part thereof) and the aggrieved administrator to attempt to resolve the grievance.

4. Level Four

If the Association's Grievance Committee is not satisfied with the disposition of the grievance at Level Three, or if no decision has been reached within ten (10) working days after discussion, the grievance shall, if the Association so requests, be submitted to binding arbitration. If the

parties fail to select an arbitrator, the State Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators; from which, in succession, each of the parties hereto shall strike one name until there is only one remaining name. The remaining name shall be deemed to be that of the arbitrator selected by both parties. If no one on the panel submitted is mutually agreeable to both parties, or is not available to conduct the hearing in accordance with the provisions of this section, then the arbitrator shall be selected under the Rules and Regulations of the American Arbitration Association.

The arbitrator shall not have the right to add to, detract from, or in any way alter the provisions of this Agreement.

Any cost for the services of the arbitrator will be borne equally by the School Committee and the Association.

3-03 TIME LIMITS

The time limits specified herein may be extended by mutual agreement.

3-04 At any step of the grievance procedure, failure to appeal the grievance to the next step within the specified time limits shall, except in mitigating circumstances, constitute acceptance of the rendered decision.

3-05 A grievance that affects a group or class of Administrators or a grievance that is general in nature, must be submitted in writing to the Superintendent. The processing of such grievance shall commence at Level Two of the established grievance procedure.

3-06 No matter pertaining to the grievance issue shall be placed in the administrator's personnel file unless so requested by the administrator, except as otherwise dictated elsewhere by this agreement, and further shall not be consulted in any decision regarding continued employment or re-employment, promotion, assignment, transfer or any matter germane to the employment status of the administrator.

3-07 Any information pertaining to charges brought or disciplinary action taken against an Administrator will become part of the Administrator's personnel file unless recourse is taken through the grievance procedure, in which case such material will not be so placed unless or until charges are substantiated in the course of processing the grievance.

3-08 Any party-in-interest may be represented at Levels One, Two and Three of the grievance procedure by a person of his/her own choosing, except that s/he may not be represented by a representative or an officer of any organization other than the Association. When an Administrator is not represented by the Association,

the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Only the Association and the School Committee, but not individual Administrators, may seek to have the grievance arbitrated.

ARTICLE IV

SALARIES

4-01 Modify the salary schedule as follows:

- Year One Effective July 1, 2013, apply a salary increase of 2% across the board on all steps.
- Year Two Effective July 1, 2014, apply a salary increase of 2% across the board on all steps.
- Year Three Effective July 1, 2015, apply a salary increase of 2% across the board on all steps.

INCREMENTS FOR ADVANCED CREDIT

Increment for an advanced degree shall be effective July 1st upon the Administrator submitting official transcript(s) to demonstrate successful completion of degree attained. Increments are not cumulative and based on highest degree attained by the Administrator.

- a) Increment for CAGS Degree: Members who attain a Certificate of Advanced Graduate Study (CAGS) and provide official transcript(s) to the Superintendent by June 30th will receive an additional \$1,000 stipend in addition to their base salary effective July 1st.
- b) Increment for Ph.D./ Ed.D. Degree: Members who attain a Doctor of Philosophy (Ph.D.) or Doctor of Education (Ed.D.) degree and provide official transcript(s) to the Superintendent by June 30th will receive an additional \$2,000 stipend in addition to their base salary effective July 1st.

4-02 Each employee shall receive a copy of his/her job description upon the commencement of such employment.

4-03 It is understood that the employment of persons by job assignment is the exclusive right and obligation of the Committee.

4-04 WAIVER OF TUITION

- a. Each employee who has completed two (2) years of service in the Chelmsford School System is allowed a fifty percent (50%) waiver of tuition for his or her children attending any extended day child/infant care

programs maintained by the Chelmsford Public Schools.

- b. Any user fees related to extra-curricular activity, intramurals, clubs, etc., will be paid by the employee, if any of his or her children elect to participate.

ARTICLE V

PERSONNEL EVALUATIONS

- 5-01 In accordance with the Department of Elementary and Secondary Education (ESE) and pursuant to the new educator evaluation regulations, 603 CMR 35.00, the new Administrator Evaluation Massachusetts Model System is adopted by the Chelmsford Public Schools in its entirety. Please see Appendix C"

ARTICLE VI

VACANCIES, PROMOTIONS, AND TRANSFERS REDUCTION IN FORCE, EARLY RETIREMENT

- 6-01 Where practical and possible, known administrative vacancies, such as those caused by retirement, replacement, creation of a new position, or building a new school, must be posted for a minimum of ten (10) days prior to filling the position. Qualifications and duties should be closely stated in the published material.
- 6-02 The Committee agrees that in the event an administrative opening occurs for any reason, the Superintendent and School Committee shall, in recommending and appointing the person to fill the position, exercise all due regard for the following factors:
 - a. Length of service in the system
 - b. Certifications attained
 - c. Certification qualifications
 - d. Degrees and course work beyond certification requirementsShould all factors be found equal, length of service in the Chelmsford School System shall be determinative.
- 6-03 Should a person be hired from outside the unit to fill any vacancy, his or her starting rate shall be compensated at one hundred percent (100%).
- 6-04 Notice of transfer will be given to Administrators as soon as practical, and, under normal circumstances, not later than June 1.
- 6-05 Administrators desiring a transfer will submit a written request to the Superintendent stating the preferred assignment. Such request must be submitted

between September 1 and April 1 of each school year to be considered for the next school year, except in cases of an unexpected vacancy. A standing request must be renewed each year. All requests must be acknowledged in writing by the Superintendent's Office. Denial of the transfer request shall include a written statement of the reasons for the denial.

6-06 No administrative position covered under the terms of this Agreement shall be changed or eliminated without prior consultation between the Committee and the Association. Any administrator whose position is to be so affected shall be notified on or before May 1 of the work year prior to the work year in which the action is to take place. The provision of this section shall not apply where any position is changed or abolished due to disciplinary action or "Acts of God."

6-07 Any administrator who terminates employment from the Chelmsford School System shall give written notice of at least thirty (30) working days to the Superintendent prior to such termination unless an earlier release date is mutually agreed upon.

6-08 REDUCTION IN FORCE

In the event of a reduction in force within the Chelmsford Administrators Unit, the following procedure will be in effect to determine which administrator(s) shall be released.

1. No administrative position covered under the terms of the agreement shall be changed or eliminated without prior consultation between the Committee and the Association. Any administrator whose position is to be so affected shall be notified on or before May 1 of the work year prior to the work year in which the action is to take place. The provision of this section shall not apply where any position is changed or abolished due to disciplinary action or "Acts of God."
2. When the Committee determines that staff reductions in the Administrative Unit are necessary because of a decline in enrollment, it shall, consistent with applicable laws, determine the order in which tenured employees shall be reduced in the following manner:

The employees with the greater seniority in each job category shall be retained unless an employee with less seniority in that job category has demonstrably superior performance over a more senior employee. In determining whether or not an employee with greater seniority was properly selected for reduction, the Committee shall have the burden of showing by a preponderance of the evidence that the employee with the shorter length of service who was retained was demonstrably superior in performance. For the purposes of this Article, the following definitions shall apply:

- a. Seniority - Length of continuous service as a professional employee of the Chelmsford School Department, including all authorized leaves and time spent on layoff.
 - b. Job Categories – Those positions held by more than one individual, specifically, Middle School Assistant Principals, Deans, and 766 Administrative Chairpersons.
3. Should a candidate for this position, who is also an administrator in the Chelmsford School System, be denied appointment, and the position filled by someone from outside the administrators bargaining unit, the denial of the administrator's application shall be subject to the arbitration and grievance process to the extent that the actions of the Superintendent and School Committee can be shown to be arbitrary and capricious.
 4. Recall - Any administrator who suffers a loss of position due to the abolition of the position shall, as vacancies occur, be offered, for a period of two years any administrative position at an equal or lesser level covered by this contract for which such administrator is qualified. Recall rights shall cease after an administrator has been offered any such position. For any vacancy which would be considered promotional, an administrator as mentioned in this article may apply in the same manner as anyone not suffering a loss in position. The most senior Administrator on the Recall List, within the job category of recalls, will be the first to be recalled.

As administrators are laid off under provision of this article, their names shall be placed on a "Recall List," showing the position and date when the Committee voted to abolish the position. Copies of the original and all updated lists shall be delivered to the President of the Association.

5. Early Retirement Incentive Plan - Waiver of Recall Rights. Any administrator who suffers a loss of position due to the abolition of the position or layoff under the provisions of this Article may waive the recall provisions of paragraph four (4) of this Article and terminate his/her employment in the Chelmsford School Department. In exchange for such waiver of rights, the Administrator shall be deemed an "Eligible Employee" as provided in Article 6-09.1, Early Retirement Incentive Plan, and shall be eligible for the payment of benefits as provided in the Early Retirement Incentive Plan. Waiver of Rights shall be in writing to the Superintendent of Schools and shall be submitted within sixty (60) calendar days following the last work day prior to the beginning of the layoff.

EARLY RETIREMENT INCENTNE PLAN

1. An eligible employee covered by the collective bargaining between the parties may apply for and receive certain benefits for early retirement under the following terms, conditions and limitations: eligible employee is defined as one of the following:
 - a. A person eligible for non-disability voluntary retirement under the Massachusetts laws governing school employees' retirement who in addition has
 1. worked for at least ten (10) continuous years prior to his/her application, as an employee in any capacity in the Chelmsford School System, and
 2. will be at least fifty-five (55) years of age on the date of his/her retirement.
 - b. An employee who is laid off under the provisions of Article 6-08, Reduction in Force, who chooses to terminate employment in the Chelmsford School Department and waive his/her rights to the Recall Provisions of the aforementioned Article.
 - c. The estate of a deceased member of this bargaining unit.
2. Benefit: Twenty-five percent (25%) of the salary of the applicant as it appears in Appendix A for the year in which the retirement takes place, and \$75 a day for unused Sick Leave to a maximum of sixty-six (66) days. Bargaining unit members hired after June 30, 2008 will not be eligible for the 25% retirement benefit.

Members of this Unit who retire prior to June 30, 2014 will be grandfathered and will be eligible to receive 30% of the salary of the applicant as it appears in Appendix A for the year in which the retirement takes place and \$75 a day for unused Sick Leave to a maximum of one hundred (100) days.
3. Limitations: Notwithstanding any other provision(s) of this Agreement, the Committee shall only be required to grant a maximum of four (4) applications per school year for non-disability voluntary retirement under the provisions of paragraph (2) of this Article. Such incentives shall be granted in order of receipt of application. Application for such incentive must be made between December 1st and January 1st of the year preceding the school year in which the early retirement is to become effective. No retirement will be permitted after the beginning of school for the year following retirement. A final employment date will be negotiated with the superintendent based upon orientation needs required for a successor in the same position.

4. Payment: Payment of benefits shall be made if the applicant in fact retires or otherwise becomes an eligible employee as defined in paragraph 1 a, b and c and the money shall be paid on or before the last date the Committee may lawfully make such payment. The date of payment, within legal limitations, is at the option of the employee.
5. Waiver: The Committee may at its sole discretion waive any limitations set forth herein for any applicant but in such event such waiver shall not be a precedent for any other applicant or for the Association and the exercise of such discretion shall not be subject to grievance or arbitration by any person or the Union.
6. Arbitration: The provisions of this Agreement are subject to grievance and arbitration under the same terms and limitations as the collective bargaining agreement now in effect between the parties except as set forth herein.

ARTICLE VII

SABBATICAL LEAVE

- 7-01 Sabbatical leave shall be granted upon recommendation of the Superintendent and approved by the Committee in cases where, in the opinion of the Committee, such leave will improve the future administration of the Chelmsford Public Schools.
- 7-02 To be eligible for sabbatical leave, an administrator must have completed seven (7) full years of service in Chelmsford prior to the proposed sabbatical leave.
- 7-03 No more than one (1) member of the Association shall be granted sabbatical leave during any given school year. Length of prior service, the nature of the plan proposed for sabbatical leave, and the order in which requests are filed will be taken into consideration in selecting from applicants for sabbatical leave.
- 7-04 Sabbatical leave shall be granted for either one full school year or for one semester unless other arrangements are mutually agreed upon.
- 7-05 An administrator on sabbatical leave shall receive one- half (112) of the salary to which he/she would ordinarily be entitled on the day the leave begins in the case of a full year's leave, or full salary as above in the case of one- half (112) year's leave. However, the total amount of money received in the form of sabbatical pay, grants, fellowships, etc. shall not exceed the expected annual salary of the recipient except by an amount not to exceed bona fide expenses such as tuition, matriculation fees, etc. directly related and peculiar to the educational program of the recipient.

The School Committee reserves the right to require an Administrator on sabbatical leave to verify the amount of such income as referenced in 7-05, above and beyond that amount paid by the Committee.

- 7-06 Any administrator granted a leave of absence for sabbatical purposes shall, prior to the granting of such leave, sign a written agreement with the Committee. This agreement will stipulate that, upon termination of the sabbatical leave, the recipient will return to the service of the Chelmsford Public Schools for a period of no less than two (2) years. In the event that such completion of said service is defaulted, the recipient will refund to Chelmsford the amount of salary received by him or her on such leave. The amount of indebtedness incurred by such default shall be reduced in proportion to the amount of service actually rendered following the sabbatical leave.
- 7-08 All applications for leave shall be submitted on or before December 1 of the school year preceding the proposed sabbatical leave. All applicants shall be advised of the Committee's decision on or before the April 15 preceding the proposed leave.
- 7-09 Upon return from sabbatical leave, an administrator shall be guaranteed restoration to a position at least equal to that which he/she held at the beginning of such leave and shall be entitled during the leave to all rights and benefits to which he/she would ordinarily be entitled, except for those provided under ARTICLE IX of this Agreement.

ARTICLE VIII

MILITARY LEAVE

- 8-01 The Committee will comply with all state and federal laws with respect to military leave of absence. Military leave will be granted to any administrator who is inducted or who enlists for one required term in any branch of the Armed Forces of the United States. Upon return from such leave, an administrator will be placed on the salary schedule at that level which he/she would have attained had he/she remained actively employed in the system during his/her term in military duty, up to a maximum of two (2) years. Said term of absence shall not, however, be counted toward tenure.
- 8-02 Administrative personnel who are required to perform active duty in relation to military reserve training obligations shall, whenever possible, do so during the months of July and August. Except for that portion of an annual temporary duty tour performed in relation to military reserve obligations which is taken during a period to be charged to the administrator's annual vacation, compensation paid by the school system to an administrator during such reserve active duty tour shall not exceed the difference between the compensation received for the reserve tour and the amount normally paid by the school system to the administrator for duties scheduled to be performed during the same period. Administrators not normally assigned duties for pay purposes during such reserve tour period shall not receive compensation from the school system for having worked that period, nor any portion thereof so affected.

ARTICLE IX

LEAVE OF ABSENCE

9-01 DEATH IN THE IMMEDIATE FAMILY

An administrator shall be allowed five (5) days with full pay each time there is a death in the immediate family. "Immediate family" shall be understood to include the administrator's mother, father, sister, brother, child, wife, husband, mother-in-law, father-in-law, aunt, uncle, grandparent, niece, or nephew or other members of the administrator's immediate household. Additional days may be granted for travel or other unusual circumstances with the approval of the Superintendent.

9-02 SICK LEAVE

Sick leave will be accumulated at the rate of eighteen (18) days per year for all administrators covered under the provisions of this contract.

9-03 All employees new to the *unit* who have accumulated sick leave benefits within the Chelmsford School System will retain such benefits.

9-04 Sick leave may be accumulated from year to year without limitation.

9-05 Sick leave may not be used for any purpose except illness or injury of the administrator, except as expressly set forth in this section. Bargaining *unit* members may use up to ten (10) accrued sick leave days per contract year for the purpose of arranging for or caring for a sick member of the bargaining unit member's immediate family, as defined in Article 9-01 of this Agreement. A doctor's certificate may be required upon return from an absence exceeding seven (7) days. The administrator must notify the Superintendent of Schools or a designated representative on or before the first day of the absence due to illness or injury, informing the Superintendent as closely as possible when the administrator expects to return to work. The administrator is expected to keep the Superintendent informed during his/her absence. If deemed to be in the best interest of the Chelmsford Public School System, the Superintendent may require a physical examination of the administrator, such examination to be administered without charge to the administrator.

9-06

It is agreed that the employees covered by this contract may form a SICK LEAVE BANK under the following conditions:

Membership shall be voluntary. Any new employees and any present members of the bargaining unit may apply for participation in the sick leave bank on or before the last day of July. Employees who are not members of the bank after such date shall not be eligible to use the bank until the next open period in the next school year. Employees hired during the year shall be eligible to apply for membership in the bank within thirty days following their employment. Any new member shall make an initial donation to the Bank at the rate referred to in section 2, below.

Membership in the sick leave bank is open to Special Education Chairpersons, Deans, Assistant Principals, Department Coordinators, Pre- School Coordinator, and Athletic Director.

In order to join the bank at its inception, members shall donate a specific number of days to the Bank-said days to be deducted from the employee's accumulated sick leave, as follows:

- Association Members, except Department Coordinators 10 days
- Department Coordinators or new Association members with 2 years of service or more in the Chelmsford Public Schools 10 days
- Department Coordinators or new members with up to 1 year of service in the Chelmsford Public Schools..... 5 days
- School Department..... 101 days

The Sick Leave Bank shall be brought to this balance of 321 days at the beginning of each fiscal year. Each member who then chooses to participate in the bank shall donate an equal number of days to bring it to the 321 day level. The Superintendent's Office will be notified as to which employees have chosen to participate in the Bank, and the number of days to be deducted from their total sick days.

The Bank shall be directed by the Sick Leave Committee of this Association, whose membership shall be composed of one principal, two members of the Association, and two designees of the Superintendent.

The record keeping of the sick leave bank shall be conducted by the Superintendent's Office staff.

In order to be eligible to draw from the Bank, an employee must have exhausted all previously accumulated sick leave days.

Applicants for sick leave bank days must apply on the sick leave bank application form, and provide the appropriate physician's report. (See attached forms.) Applications for use of days from the Bank must be approved by the Sick Leave Committee by a majority of those present and voting, and such approval must be granted in writing. If an application is denied, the reasons shall also be set forth in writing.

Initial grants shall be limited to twenty (20) days. Further grants may be made if the Sick Leave Committee so desires. In no case shall the number of days granted exceed the total number of days in the Bank at that time.

The maximum number of days that may be taken under this section by any one employee shall be limited to 214 per disability.

No employee who contributes days to the Bank may withdraw them. If future assessments become necessary, an employee may then elect to remain or withdraw from the Bank.

Exclusion: No member may request or be granted days from this section while on extended leave.

The Chelmsford School Committee is hereby absolved of any and all responsibility for the operation of the Sick Leave Bank and may not be subjected to any grievance or arbitration relative to the Bank.

9-07

PERSONAL LEAVE

An administrator shall be granted leave without loss of pay for time necessarily and actually lost for important personal reasons with the approval of the Superintendent, if such activity cannot be carried on at any other time. It is the intent of the parties that such leave not be abused to obtain leave for such reasons as recreation or extension of holidays. Notification of the request for personal leave shall be made to the administrator's immediate supervisor as far as possible in advance of the date of such leave.

9-08 MATERNITY LEAVE

In accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 10SD, a leave without pay not to exceed eight weeks shall be granted for the purpose of child bearing.

An extended leave without pay for the purposes of rearing the above mentioned child shall be granted for a period of time as follows:

1. Leaves commencing between January 1 and June 30 of any calendar year will terminate on the first or second August I, following the commencement of said leave.
2. Leaves commencing between July 1 and December 31 of any calendar year will terminate on August I of the next calendar year.
3. Requests for such leave shall be in writing no later than 30 days in advanced of the anticipated commencement of such leave and shall set forth the starting and termination dates of said leave.
4. Termination of leave taken in this article must be on the first or second August I following the commencement of said leave. In no event shall the total combined leave extend beyond 18 months.
5. The administrator shall be returned to her prior position, provided such position has not been abolished. In such event, the administrator absent on such leave shall be eligible for the first vacancy for which she is qualified for a one year period as set forth under the provisions of Article 6-07.

9-09 FAMILY AND MEDICAL LEAVE ACT AND SMALL NECESSITIES LEAVE ACT

Notwithstanding anything in the agreement to the contrary, any unit member eligible for leave under state or federal law may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), the Massachusetts Maternity Leave Act ("MMLA") or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA").

ARTICLE X

PROFESSIONAL DEVELOPMENT

10-01 When, in the opinion of the Superintendent of Schools, the course work undertaken by an administrator will contribute to the performance of assigned duties, the Committee will reimburse said administrator for three fourths (3/4) the cost of the tuition and fees, with the provision that such course work be

satisfactorily completed at the accredited colleges and universities, and taken with the advance approval of the Superintendent of Schools. Reimbursement for such course work shall not exceed \$3,000.00 per fiscal year for each member of the Association.

Association members who use the full reimbursement of \$3,000.00 for three consecutive years will be required to confer with the Superintendent of Schools regarding long term career plans.

10-02 Administrators shall be reimbursed for all or part of travel, registration, lodging and other maintenance expenses directly connected with attendance at or participation in workshops, conventions and seminars, which, in the opinion of the Committee, will enhance his/her performance in his/her position, provided that a reimbursement agreement is approved by the Committee prior to attendance at said workshop, convention, or seminar. Forms for reimbursement application shall be supplied by the Superintendent.

10-03 Each member of the Association shall receive up to \$215.00 of annual reimbursement for memberships in State and/or National Professional Organizations.

10-04 GRADUATE COURSE INSTRUCTION

Subject to funding, enrollment, and availability, the Superintendent may seek volunteers from this unit to serve as instructors for Graduate Courses outside of their normal duties and responsibilities. In such cases, the administrator will submit an application to the Superintendent or his designee and upon the Superintendent's approval for his / her appointment, the administrator will be compensated as follows:

- 1 Credit Graduate Course : \$1,200
- 2 Credit Graduate Course: \$2,000
- 3 Credit Graduate Course: \$3,000

There will be an additional payment for a higher degree completion (\$200 per class for CAGS \$400 for terminal)

ARTICLE XI

WORK YEAR

11-01 Administrators recognize that their responsibility and conduct are not determined by prescribed hours and conditions. As professionals, their effectiveness and productivity are not correlated to time. They have an incalculable obligation to perform the directed and implied duties of their positions and each of them will expend the time and effort necessary to effectively achieve the goal and purpose of the Chelmsford School Department.

1. The work year for administrators is the period between July 1 and June 30 of the following year. The pay period shall commence on the first pay period in July. Payments are to be made in 26 biweekly pay periods.
2. Each Administrator covered by this Agreement will submit to the Superintendent of Schools for approval of his / her schedule of vacation dates.
3. Each administrator covered by this Agreement shall be paid a per diem allowance or provided compensatory time for the emergency use of vacation days.

11-02 All "Association" members shall receive twenty (20) working days as annual vacation, exclusive of legal holidays. Five additional vacation days shall be added after ten (10) years of service in the Town of Chelmsford or after five (5) years of service in the Association.

11-03 All "Association" members shall not be required to work student vacation days during the school year, but may be available for service at the request of the Superintendent of Schools. If the administrator is not available to work student vacation days at the request of the Superintendent, such days will be considered vacation days.

11-04 In the creation of any new administrative position, the superintendent, administrators' union and the final candidate for that position must agree on the total number of yearly work days. That number may not exceed 214.

ARTICLE XII

EMPLOYEE BENEFITS

- 12-01 An administrator returning after an interruption of service shall be entitled to all rights and benefits held at the time the interruption commenced, providing the interruption is for not more than three (3) years.
- 12-02 Administrators who, in the course of performing their duties, are required to use their personal vehicles shall be reimbursed at a per-mile rate adjusted annually at the IRS allowance.
- 12-03 An administrator will immediately report in writing any cases of assault suffered in conjunction with his/her employment to his/her immediate supervisor and to the Superintendent of Schools. This report will be forwarded to the Committee, which will comply with any reasonable request from the administrator for information in its possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the administrator, the police, and the courts.
- 12-04 All administrators will be covered by Workers Compensation. An administrator who is collecting Workers Compensation may use accumulated sick leave to make up the difference, if any, between the administrator's regular pay and the Workers Compensation payments received. Usage of sick leave shall be computed at the proportion required to make up the difference in salary.
- 12-05 Although administrators may be required to collect and transmit monies to be used for educational purposes, they shall not be held responsible for the loss of any monies collected where such loss is not the fault of the administrator.
- 12-06 The Committee agrees to provide Administrators with the same Health and Insurance Plan as provided to all town employees. The premiums and benefits under these plans are administered by the Board of Selectmen, the authorizing agent.
- 12-07 All administrators currently enrolled in HMO Blue shall switch to Blue Cross Blue Shield Options Plan V3. Employees shall switch plans as soon after ratification as is feasible. All administrators currently enrolled in the PPO offering shall switch to the PPO version of Blue Cross Blue Shield Options Plan at such time as all other school department and town units agree to the change. In addition, all administrators agree to the following changes in their health insurance plan design: The HMO plan shall be changed to Network Blue New

England Options for active employees and retirees under the age of 65; the PPO plan shall be changed to Network Blue New England Options for active employees and retirees under the age of 65 upon all other Town unions agreeing to the change. The Medex 3 and Managed Blue Senior retiree health insurance plans shall be changed to Medex 2 and Managed Blue Senior, with prescription drug co-payments in the amounts of \$10/\$20/\$35 based on a three-tiered drug plan at such time as all other Town unions agree to these changes.

12-08 Administrators will be eligible to participate in a Tax- Sheltered Annuity Plan (such as 403B Plans) established pursuant to United States Public Law No. 87-370. The Committee agrees to deduct from Administrators' salaries the premium payment for tax- sheltered annuities in specified amounts when requested in writing by the Administrator. Said written request including change in premium payments must be received by the Office of the Superintendent by October 1, except that in the case of Administrators who were not actually employed during the previous school year said notice must be received no later than November 1 Administrators failing to meet the appropriate deadline set forth above shall not be entitled to have tax-sheltered annuity plan premiums paid through payroll deductions.

12-09 COURT DUTY

For those days during which an Administrator may be absent from school for jury duty, the Committee agrees to pay the Administrator's full salary less any amount said Administrator receives for such days.

12-10 DUES DEDUCTIONS

The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts as may be amended, and in accordance therewith, shall certify to the Treasurer of the Town of Chelmsford all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract. The specific amount of the current dues of the Association shall be certified to the Committee by the Association Treasurer on or before July 1 of each fiscal year.

12-11 To the extent permitted by law, the District will indemnify all bargaining unit members under M.G.L. 258 against all claims, suits, and legal proceedings brought against him/her for acts or omissions occurring while acting within the scope of his/her employment.

12-12 ADMINISTRATOR MENTOR

- a. Administrators new to a position in this unit or new to the district, with two years of administrative experience or less, will be eligible to receive mentorship during their first year of assignment.
- b. Members of this unit may apply to serve as an administrator mentor for a new administrator to the position or district. The individual who serves as the mentor must meet all the mentor responsibilities and qualifications identified by the DESE and articulated in the publication Guidelines for Induction Programs (available at www.doe.mass.edu/eq/mentor). Said application will be subject to the approval of the Superintendent or his designee. The stipend for an Administrator Mentor will be \$1,200 per year.

ARTICLE XIII

EFFECT OF AGREEMENT

- 13-01 This instrument constitutes the entire Agreement of the School Committee and the Chelmsford School Administrators' Association arrived at as a result of collective bargaining negotiations except such amendments hereto as shall have been reduced to writing and signed by the parties.
- 13-02 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this Agreement or with respect to any subject matter not specifically referred to or covered by this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.
- 13-03 Any waiver or breach of condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.
- 13-04 No provisions of this Agreement shall be retroactive to the effective date unless otherwise specifically stated herein.
- 13-05 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XIV

DURATION

- 14-01 This Agreement shall continue in full force and effect until midnight June 30, 2016 and shall continue in full force and effect thereafter until a successor Agreement is ratified by both parties.
- 14-02 Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall give notice in writing to the other party on or before October 1, 2015.

SCHOOL COMMITTEE /CHELMSFORD SCHOOL
ADMINISTRATORS' ASSOCIATION
July 1, 2013- June 30, 2016

Signed this _____th day of _____, 2013.

FOR THE ASSOCIATION

Matthew Beardand
Dunstan

Jeffrey A. Day
Linda Kroch

FOR THE SCHOOL COMMITTEE

Michael R. Jones
Cynthia L. Brown

APPENDIX A
SALARY SCHEDULE

Classification	Step	Salary Effective July 1, 2013	Salary Effective July 1, 2014	Salary Effective July 1, 2015
<i>ASSISTANT PRINCIPALS</i>				
	1	89420.34	91,208.75	93,032.92
	2	90552.54	92,363.59	94,210.86
	3	91684.74	93,518.43	95,388.80
	4	92815.92	94,672.24	96,565.68
	5	93948.12	95,827.08	97,743.62
	6	95079.30	96,980.89	98,920.50
	7	96780.66	98,716.27	100,690.60
<i>ATHLETIC DIRECTOR</i>				
	1	89420.34	91,208.75	93,032.92
	2	90552.54	92,363.59	94,210.86
	3	91683.72	93,517.39	95,387.74
	4	92815.92	94,672.24	96,565.68
	5	93948.12	95,827.08	97,743.62
	6	95080.32	96,981.93	98,921.56
	7	96249.24	98,174.22	100,137.71
<i>CURRICULUM COORDINATORS/ SPED CHAIRS</i>				
	1	89420.34	91,208.75	93,032.92
	2	90552.54	92,363.59	94,210.86
	3	91683.72	93,517.39	95,387.74
	4	92815.92	94,672.24	96,565.68
	5	93948.12	95,827.08	97,743.62
	6	95080.32	96,981.93	98,921.56
	7	96249.24	98,174.22	100,137.71
<i>DEANS</i>				
	1	91683.72	93,517.39	95,387.74
	2	92815.92	94,672.24	96,565.68
	3	93948.12	95,827.08	97,743.62
	4	95080.32	96,981.93	98,921.56
	5	96212.52	98,136.77	100,099.51
	6	97343.70	99,290.57	101,276.39
	7	98541.18	100,512.00	102,522.24

APPENDIX B

Exhibit A

CHELMSFORD PUBLIC SCHOOLS
CHELMSFORD, MASSACHUSETTS

GRIEVANCE FORM

TO: _____

DATE: -----

Grievance: (State nature of grievance and articles and sections of the agreement, that have been violated, or the policy or practice that has been violated.).

Relief Sought: (State the relief sought)

- Copies to:
1. Supervisor
 2. Grievant
 3. C.S.A.A.
Grievance Committee

Signed: _____

To be signed by grievant or if a group grievance by at least two members of the class affected.)

APPENDIX C: Chelmsford Administrators' Association Evaluation Contract Language

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Appendix D: Administrator Model Contract Language

1) Purpose of Educator Evaluation

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

2) Definitions

- A) **Administrator:** Inclusive term that applies to all Administrators covered by this article, unless otherwise noted. Administrators may include individuals who serve in positions involving teaching and other direct services to students.
- B) **Artifacts of Professional Practice:** Products of an Administrator's work and staff and student work samples that demonstrate the Administrator's knowledge and skills with respect to specific performance standards.
- C) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of not fewer than 10 minutes; and additional evidence relevant to one or more Standards of Effective Administrative Leadership Practice (603 CMR 35.04).
- D) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- E) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Administrator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

Appendix D: Administrator Model Contract Language

- i) **Developing Educator Plan** shall mean a plan developed by the New Administrator and the Evaluator for one school year or less.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Administrator for Experienced Administrators who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Administrator and the Evaluator of one school year or less for Experienced Administrators who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 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. In those cases where an Administrator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- F) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- G) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- H) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Administrator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Administrator's performance ratings and evaluation.
 - ii) **Contributing Supervisor:** shall be identified by the Superintendent of Schools and will provide additional feedback to the Primary Evaluator.–
 - iii) **Administrators Assigned to More Than One Building:** The superintendent or designee will determine who the primary evaluator is for each Administrator who is assigned to more than one building.
 - iv) **Notification:** The Administrator shall be notified in writing of his/her primary Evaluator and Contributing Supervisor, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Administrator.
- I) **Evaluation Cycle:** A five-component process that all Administrators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- J) **Experienced Administrator:** An administrator who has completed three school years in the same position in the district.
- K) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

Appendix D: Administrator Model Contract Language

- L) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- M) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Administrator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative Leadership Practice, or both.
- N) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator Plan. A goal may pertain to any or all of the following: Administrator practice in relation to Performance Standards, Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Administrators, by the Evaluator, or by teams, departments, or groups of Administrators who have the same role.
- O) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- Q) **New Administrator:** An administrator who has not completed three years in the position in the district.
- R) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of not fewer than 10 minutes in length by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Administrator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. School or worksite observations conducted pursuant to this article must result in feedback to the Administrator. Normal supervisory responsibilities of evaluators will also cause them to drop in on other activities in the school or worksite at various times as deemed necessary by the evaluator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Administrator, are not observations as defined in this Article.
- S) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Administrators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- T) **Performance Rating:** Describes the Administrator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Administrator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Appendix D: Administrator Model Contract Language

- Proficient: the Administrator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Administrator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Administrator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Administrator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- U) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.04. Indicators will be related to the Administrator's roles and responsibilities.
- V) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **Rating of Administrator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Administrator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by May 2013.
- X) **Rating of Overall Administrator Performance:** The Administrator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Administrator's performance against the four Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan, as follows:
- i) **Standard 1:** Instructional Leadership
 - ii) **Standard 2:** Management and Operations
 - iii) **Standard 3:** Family and Community Engagement
 - iv) **Standard 4:** Professional Culture
 - v) **Attainment of Professional Practice Goal(s)**
 - vi) **Attainment of Student Learning Goal(s).**
- When the four Standards of Effective Administrative Leadership Practice are referenced, it is understood that they may be supplemented or substituted in part in the Educator Plan by appropriate Standards of Effective Teaching Practice for those administrators who also serve as teachers or caseload educators, at the discretion of the evaluator.
- Y) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Administrative Leadership Practice are used to rate Administrators on Performance

Appendix D: Administrator Model Contract Language

Standards, as are Standards and Indicators of Effective Teaching Practice in cases where the Administrator teaches. These rubrics consist of:

- i) **Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.04, and, where appropriate 35.03
 - ii) **Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.04, and where appropriate 35.03
 - iii) **Elements:** Defines the individual components under each indicator
 - iv) **Descriptors:** Describes practice at four levels of performance for each element
- Z) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Administrator's performance against Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan.
- AA) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- BB) **Trends in student learning:** At least two years of data per MGL 603 CMR 35.02. The parties will negotiate the process for using state and district-determined measures to arrive at an Administrator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by May 2013.

Appendix D: Administrator Model Contract Language

3) Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Administrator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) The appropriate measures of the Administrator's contribution to student learning, growth, and achievement shall be set by the district. The measures set by the district should be based on the Administrator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including, but not limited to:
 - i) Unannounced observations of practice of not less than 10 minutes.
 - ii) Examination of Administrator work products.
 - iii) Examination of student and educator work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Administrator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plan, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback as proposed by the state regulations and once made available by the DESE; and

Appendix D: Administrator Model Contract Language

- v) Any other relevant evidence from any source that the Evaluator shares with the Administrator. Other relevant evidence could include information provided by other administrators, principals and/or the superintendent.

4) Rubric

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

5) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other Administrators and evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By September 15th of the first year of this agreement, all Administrators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent. Any Administrator hired after the September 15th date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Administrator completing and submitting to the Primary a self-assessment by September 10th or within two weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.

Appendix D: Administrator Model Contract Language

- (b) An assessment of practice against each of the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Administrator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.
- B) Proposing the goals
 - i) All Administrators must consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams, or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. All Administrators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
 - ii) For New Administrators in their first year in a position, the Evaluator or his/her designee will meet with each Administrator by September 10th (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after September 10th) to assist the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
 - iii) Unless the Evaluator indicates that a New Administrator in his/her second or third years in the current position should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, they may address appropriate shared team goals.
 - iv) For Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Administrators may include individual professional practice goals that address enhancing skills that enable the Administrator to share proficient practices with colleagues or develop additional leadership skills.
 - v) For Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals. The district shall provide access to district wide, strategic plan, and individual school improvement goals.

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

- A) Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Administrators, by the Evaluator, or by teams of Administrators who have the similar roles and/or responsibilities, as defined by the definitions of Educator Plans in Section 2.E.

Appendix D: Administrator Model Contract Language

- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Administrator has proposed in the Self-Assessment, using evidence of Administrator performance and impact on student learning, growth and achievement based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator. The process for determining the Administrator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below. The parties agree to bargain this regulatory requirement after guidance has been issued by ESE.
 - C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Administrators meet with the Evaluator at the end of the previous evaluation cycle or by September 15th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
 - ii) For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by September 15th or within three weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
 - D) The Evaluator completes the Educator Plan by October 1st. The Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Administrator's signature indicates that the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – New Administrators**
- A) New Administrators in the first year in a position shall have at least four unannounced observations during the work year.
 - B) In their second and third years in the position, Administrators shall have at least three unannounced observations during the work year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Experienced Administrators**
- A) The Administrator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
 - B) The Administrator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan₁ which must include at least two unannounced observations.
 - C) The Administrator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced

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observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) Observations

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

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of a school site or work site visitation or any other means deemed useful by the Evaluator. Visitations may include, but are not limited to: staff meetings, team meetings, classroom visits with primary evaluator, walkabouts within the school or department, or individual conferences with students or parents. Unannounced observations shall be no less than 10 minutes long.
- ii) The Administrator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Administrator in person, by email, placed in the Administrator's mailbox or mailed to the Administrator's home.
- ii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of a similar administrative activity within 30 school days.

B) Announced Observations

- i) All Experienced Administrators on Improvement Plans and other Administrators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the activity to be observed and discuss with the Administrator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Administrator, the Evaluator and Administrator shall meet for a pre-observation conference. In lieu of a meeting, the Administrator may inform the Evaluator in writing of the nature of the activity, the purpose served, the desired outcome, and any other information that will assist the Evaluator to assess performance
 - (1st) The Administrator shall provide the Evaluator a draft of the activity plan or agenda. If the actual plan or agenda is different,

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the Administrator will provide the Evaluator with a copy prior to the observation.

(2nd) The Administrator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Administrator as soon as reasonably practical.

(c) Within five school days of the observation, the Evaluator and Administrator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Administrator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Administrator with written feedback within 5 school days of the post-observation conference. For any standard where the Administrator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Administrator should take to improve his/her performance.

(3rd) Identify support and/or resources the Administrator may use in his/her improvement.

(4th) State that the Administrator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

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

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Administrator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

C) The Formative Assessment report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Administrator, the

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Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may provide to the evaluator additional evidence of the Administrator's performances against the four Performance Standards.

- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Assessment Report.
 - F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Administrator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
 - G) The Administrator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
 - H) The Administrator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - J) If the rating in the Formative Assessment report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.
- 13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Administrators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Administrator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Administrator on a different Educator plan, appropriate to the new rating.
 - B) The Formative Evaluation report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
 - C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.

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

14) **Evaluation Cycle: Summative Evaluation**

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

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Administrator, the Administrator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.

- H) The Summative Evaluation report should recognize areas of strength, as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face, by email or to the Administrator's school mailbox or home no later than June 1st.
- J) The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.
- K) The Evaluator may meet with the Administrator rated proficient or exemplary to discuss the summative evaluation, if either the Administrator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Administrator and the Evaluator may develop the Self-Directed Growth Plan for the following work year during the meeting on the Summative Evaluation report.
- M) The Administrator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Administrator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Administrator shall have the right to respond in writing to the summative evaluation, which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Administrator's personnel file.

15) Educator Plans – General

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

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development and learning activities that the Administrator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C) It is the Administrator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all New Administrators as defined in section 2.Q-
- B) The Administrator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

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

18) **Educator Plans: Directed Growth Plan**

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

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19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Experienced Administrators whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide effective leadership for students, staff and the community and provide students with the best instruction, it may be necessary from time to time to place an Administrator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 school days and no more than one school year. In the case of an Administrator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Administrator at the end of the period determined by the Evaluator for the Plan.
- D) An Administrator on an Improvement Plan shall be assigned a Primary Evaluator (see definitions). The Primary Evaluator is responsible for providing the Administrator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Administrator must take to improve and the assistance to be provided to the Administrator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Administrator that the Administrator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Administrator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Administrator.
 - ii) The Administrator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Administrator consents, the Employee Organization/Association will be informed that an Administrator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Administrator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Administrator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

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- v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Administrator which must include minimally the Contributing Supervisor; and,
 - vii) Include the signatures of the Administrator and Primary Evaluator.
- H) A copy of the signed Plan shall be provided to the Administrator. The Administrator's signature indicates that the Administrator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Administrator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 15th. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Administrator has improved his/her practice to the level of proficiency, the Administrator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is making substantial progress toward proficiency, the Evaluator shall place the Administrator on a Directed Growth Plan.
 - (c) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.
 - (d) If the Evaluator determines that the Administrator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.

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

A. Timeline for New Administrators on a 1-Year Cycle:

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

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B) Timeline for Administrators on a 2-Year Cycle.

Activity:	Completed By:
Superintendent meets with evaluators and administrators to explain evaluation process	Start of school year, but no later than September 15
Administrator submits self-assessment and proposed goals	September 10
Evaluator completes Educator Plans	October 1
Evaluator should complete first observation of each Administrator	November 15
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 5*
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	May 1*
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 15 of Year 1
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Administrator signs Summative Evaluation Report	June 15 of Year 2

A) Educator Administrators on Plans of Less than One Year

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

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21. Career Advancement

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

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating Administrator impact on student learning growth based on state and district-determined measures of student learning by May 15, 2013. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Administrator Evaluation

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

24. Using Staff feedback in Administrator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties shall agree on a process for identifying the Educator Plan that each Administrator will be placed on during the Administrator's first year being evaluated under the new procedures, providing that Administrators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

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- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Administrators who are licensed as administrators may serve as primary evaluators of Administrators.
- B) Evaluators shall not make negative comments about the Administrator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit a supervisor's ability to investigate a complaint, or secure assistance to support an Administrator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.04), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Administrator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Administrator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Administrator request such a meeting, the Evaluator's supervisor must meet with the Administrator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Administrator, then no financial remedy or reinstatement shall issue if there was substantial compliance.