

**Agreement
Between the
Pittsfield School Committee
and the
Pittsfield Educational Administrators' Association**

August 1, 2018 – July 31, 2021

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Article I

Recognition

A. UNIT POSITIONS

For the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment, the COMMITTEE recognizes the ASSOCIATION as the exclusive representative of the following classifications:

Curriculum Director, Curriculum Coordinators, Supervisor of Special Education, Clinical Psychologist, School Psychologist, School Adjustment Counselor, Director of Adult Basic Education and Continuing Education, Supervisor of Safety and Transportation, Assistant Principal of Teaching & Learning, Vice-Principal of Teaching & Learning, Assessment Coordinators, Intervention Implementation Coordinator, Director of Elementary Therapeutic Program. Director of Social & Emotional Learning & Student Support, Special Education Instruction & Accountability Coordinator, Director of Alternative Education, Middle School Vice Principal, Middle School Dean of Students, , High School Vice Principal, High School Dean of Students, Director of the Drop Out Prevention Program, English Language Learners Coordinator, Early Childhood Education Coordinator, Director of Alternative Education, Grants Coordinator, Early Childhood Coordinator, Curriculum Coordinator for ELL Programming, and 21st Century Grant Coordinator, excluding the Superintendent of Schools, Assistant Superintendent of Schools, and all other employees who are subject to Civil Service.

Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "administrators" and reference to male administrators will include female administrators.

B. EXCLUSIONS FROM GRIEVANCE PROCESS

Except as specifically abridged, delegated, granted or modified by this Agreement or any supplements thereto, all of the rights, powers and authority held by the COMMITTEE and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.

Article II**Negotiations Procedure****A. IMPLEMENTATION OF NEW POLICY**

Before the COMMITTEE implements a policy which affects administrators' wages, hours, standards of productivity and performance, and any other terms or conditions of employment specifically included in this Agreement, the COMMITTEE will notify the ASSOCIATION, in writing, of its intentions to implement such a policy prior to the effective date of said policy.

B. IMPACT BARGAINING

The ASSOCIATION will have the right to negotiate with the COMMITTEE concerning the impact of the policy on administrators' wages, hours, standards of productivity and performance, and any other terms or conditions of employment specifically included in this Agreement, provided it files such a request with the COMMITTEE within ten (10) working days of said notice.

C. AGREEMENTS IN WRITING

Any agreements reached by the parties of Section B of this Article will be reduced in writing, will be signed by the COMMITTEE and the ASSOCIATION, and will become an addendum to this Agreement.

Article III**Grievance Procedure and Arbitration****A. DEFINITIONS**

1. A "grievance" is a formal written complaint based on an event or condition which involves the interpretation, meaning or application of this Agreement or any amendment or supplement thereto.
2. An "aggrieved person" is the actual person or persons making the claim.

3. A "party of interest" is the actual person, persons, or ASSOCIATION making the claim and any actual person who might be required to take action or against whom action might be taken in order to resolve the claim. Any party of interest may be represented at all steps of the grievance procedure by a person of his own choosing, except that an aggrieved person may not be represented by a representative or an officer of any other organization other than the ASSOCIATION. When an administrator is not represented by the ASSOCIATION, the ASSOCIATION will have the right to be present and to state its views at all stages of the grievance procedure.
4. "Class Grievance" – If, in the judgment of the ASSOCIATION, a complaint affects a group or class of administrators, the ASSOCIATION may submit a grievance in writing directly to the Superintendent identifying each class member. The grievance shall be filed within the time limits provided in LEVEL ONE, Paragraph 2 of this Article.
5. "Working Day" – any day when the school department administrative offices are open for business.

B. PROCEDURES

1. LEVEL ONE: (Immediate Superior Level)
 - a. An administrator with a complaint will first discuss it with his immediate superior, either directly or through the ASSOCIATION'S representative, with the objective of resolving the matter informally.
 - b. Within thirty (30) calendar days after the occurrence or knowledge of the situation, condition, or action giving rise to the grievance, the administrator affected thereby shall present the grievance in writing to his immediate superior.
 - c. Within ten (10) working days after receiving the grievance, the immediate superior shall communicate his decision in writing to the aggrieved person, the ASSOCIATION and the Superintendent of Schools.
2. LEVEL TWO: (Superintendent Level)
 - a. The decision of the immediate superior may be appealed in writing by the aggrieved person and/or the ASSOCIATION to the Superintendent of Schools within ten (10) working days after the decision of the immediate superior has been received by the aggrieved person.

- b. The Superintendent of Schools or his designated representative shall meet with the aggrieved person and/or the ASSOCIATION'S representative within ten (10) working days after receipt of the appeal. The Superintendent of Schools or his designated representative shall communicate his written decision to the aggrieved person and the ASSOCIATION within ten (10) working days after said meeting.
3. LEVEL THREE: (School Committee Level)
 - a. The decision of the Superintendent of Schools may be appealed in writing by the aggrieved person and/or the ASSOCIATION to the School Committee within ten (10) working days after the decision of the Superintendent has been received by the aggrieved person and/or the ASSOCIATION.
 - b. The School Committee shall communicate its decision to the aggrieved person within twenty (20) working days after receipt of the appeal.
 4. LEVEL FOUR: (Arbitration)
 - a. If the grievance is not settled at Level Three, and if the ASSOCIATION determines that the grievance is meritorious and involves the interpretation, meaning or application of any of the provisions of this Agreement, it may within thirty (30) calendar days after written referral to the COMMITTEE, and upon the written request of the aggrieved person, refer it to arbitration as hereinafter provided.
 - b. Within ten (10) working days after such written notice of submission to arbitration, the ASSOCIATION shall submit a demand for arbitration to the American Arbitration ASSOCIATION and request a list of arbitrators to serve. The arbitrator selected through the American Arbitration Association shall be subject to the rules and regulations of the ASSOCIATION.
 - c. The arbitrator so selected will confer with representatives of the COMMITTEE and the ASSOCIATION and hold hearings promptly, and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearings; or, if oral hearings have been waived, then from the date the final statements and evidence are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act, prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the COMMITTEE and the ASSOCIATION and will be final and

- binding. The arbitrator shall be without authority to add to, delete from, modify or amend any term(s) of this Agreement.
- d. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the ASSOCIATION.
 - e. Decisions rendered at Level One, Two, and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore. Decisions rendered at Level Four will be in accordance with the procedures set forth herein.
 - f. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant, unless the individual in question files a written request that all such document, communications, and records be included in his personnel file.

Article IV

Working Hours and Work Year

A. WORK DAY

1. Administrators shall work at their assigned tasks for at least the length of the regular classroom teacher's workday. The administrators recognize that the proper performance of their duties may, on occasion, require them to work longer than the normal workday, except the Director of Special Education whose responsibilities on a regular basis require an extended workday commitment. Vice Principals, Assistant Principals, and Deans shall have their work day extend thirty (30) minutes beyond the regular workday. Such time shall be utilized either before or after the regular classroom teacher's workday.
2. School Adjustment Counselors and School Psychologists shall have a daily schedule determined by their immediate superior after consultation with the individuals involved.
3. The Deputy Superintendent will establish the daily work schedule of the Community School Coordinators and the Director of Adult Basic Education after consultation with the individuals involved. The daily schedule of the Community School Coordinator shall be flexible but generally the workday will be from 12:00 P.M. to 8:00 P.M.

B. WORK YEAR

1. The work year of Administrators extends from August 1 to July 31.
2. The work year for each administrator will be the number of days noted in Appendix A.
3. The specific work year will be determined by the administrator involved and his immediate superior after consultation. Administrators shall be advised of their summer schedule no later than April 1.
4. Administrators' participation in all extra curricular activities will be strictly voluntary.

C. SCHOOL COMMUNITY COORDINATORS

1. The following holidays shall be provided to School Community Coordinators without loss of pay or compensation:

New Year's Day	July Fourth
Martin Luther King Day	Labor Day
President's Birthday	Columbus Day
Good Friday	Veterans' Day
Memorial Day	Thanksgiving Day
Patriots Day	Christmas Day

2. Credit for courses earned beyond the Master's shall be granted in accordance with the Appendix A salary schedule.
3. Effective July 1, 2012, a license issued by the Massachusetts Department of Elementary and Secondary Education (MADESE) as a principal/assistant principal (PK-6) is required for the School Community Coordinator. The administrators who hold these positions on July 1, 2012, are granted until August 1, 2015, to obtain the appropriate license. Should MADESE change its certifications, the School Community Coordinator will be required to hold the same license that would be appropriate for the building principal.

Article V**Assignment****A. NOTIFICATION OF ASSIGNMENT**

A newly appointed administrator will be notified by the Superintendent or his designee of his assignment for the coming school year as soon as practicable. Any changes

thereafter shall be made after consultation with his immediate superior, the Superintendent or his designee and the administrator, if available. If not available, he will have the right to consult with his immediate superior, the Superintendent or his designee upon his return to school.

B. NO ROUTINE ASSIGNMENT OUTSIDE SCOPE OF COMPETENCE

In order to assure that administrators work within their areas of competence, they will not be assigned, except temporarily and for good cause, outside the scope of their area of competence.

C. REOPENING CONTRACT FOR CHANGES IN JOB DESCRIPTIONS

Any changes in job descriptions that impact current members of the administrative unit will cause the reopening of the contract to address the issue of job descriptions, with the exception of the Director of Special Education whose duties may change as a result of changes in state and/or federal regulations or policies.

Article VI

Vacancies and Promotions

A. PUBLICIZING UNIT VACANCIES

Whenever any vacancy in a professional position occurs during the school year (September to June) it will be adequately publicized by the Superintendent by means of a notice sent to all members of the unit in every school building as far in advance as possible. During the months of July and August, written notice of any such vacancy will be given to the ASSOCIATION and sent to all members of the unit. No vacancy will be filled, except temporarily, within thirty (30) calendar days from the date the notice is sent to all members of the unit or the giving of notification to the ASSOCIATION.

B. APPOINTMENT TO UNIT VACANCIES

All qualified administrators will be given adequate opportunity to make application for such positions, and the COMMITTEE agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been engaged in teaching, and other relevant factors. Permanent appointment will be made as soon as possible. If, however, a vacancy occurs during the school year, the successful applicant shall forthwith be notified in writing, but the COMMITTEE may postpone the actual assignment until the beginning of the following school year

Article VII

Transfers

A. INVOLUNTARY TRANSFERS

When involuntary transfers are necessary, an administrator's area of competence, major and/or minor field of study, quality of performance, length of service in the Pittsfield School System, and the needs of the system will be considered in determining which administrator is to be transferred. Administrators being involuntarily transferred will be transferred only to a comparable position if such a position is available. An involuntary transfer will be made and notice will be sent to the ASSOCIATION prior to a meeting between the administrator involved and the Superintendent (or his designee), at which time the administrator will be notified of the reasons for the transfer. In the event that an administrator objects to the transfer at this meeting, upon the request of the administrator, the ASSOCIATION will be notified and the Superintendent (or his designee) will meet with the ASSOCIATION'S representative to discuss the transfer; provided, however, that transfers will be subject to the grievance procedure, or a hearing before the School Committee, but the decision of the COMMITTEE will be final.

B. ADVERTISEMENT OF OPEN POSITIONS

A list of open positions in other schools will be made available to all administrators, for which positions any administrator may apply, and all other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the Pittsfield School System. All administrators being transferred may be given adequate time off for the purpose of visiting schools at which such openings exist.

C. NOTICE OF TRANSFERS

Notice of any transfer will be given to administrators as soon as practicable and under normal circumstances not later than thirty (30) calendar days in advance of the transfer.

D. EXCEPTIONS

Exceptions to the provisions of Section A, B and/or C above, may be made only if the Superintendent of School determines that it is necessary to do so in the best interest of the administrator(s) and/or school(s) affected. In such instances the ASSOCIATION shall be notified.

E. REQUESTS FOR TRANSFERS

Administrators desiring a transfer from their present position will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and March 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing or in person and the administrators requesting said transfer will be notified in writing of the decision. Any denial of such request will contain the reasons thereof if requested by the administrator.

F. VOLUNTARY TRANSFERS

An administrator desiring a voluntary transfer to a teaching position will be granted such transfer if he has acquired professional teachers' status and if a position within his area of certification is available.

Article VIII**Fair Employment****A. ADMINISTRATORS**

No administrator will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without good and sufficient reason except that the COMMITTEE retains the right to terminate or demote administrators who have served in their positions for less than three (3) years in accordance with the terms of the Administrator's Contract as stated in Article XIII and to demote administrators who have served for more than three (3) years as prescribed under Chapter 71 of the General Laws relating to education. The term "administrator" for the purposes of this section shall not include school adjustment counselors and school psychologists.

B. SCHOOL ADJUSTMENT COUNSELORS AND PSYCHOLOGISTS

No school adjustment counselor or school psychologist will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without good and sufficient reason except that the COMMITTEE retains the right to terminate school adjustment counselors and school psychologists without professional status in accordance with the terms of the Administrators' Contract as stated in Article XIII, and school adjustment counselors and school psychologists with professional status as prescribed under Chapter 71 of the General Laws relating to education

Article IX

Evaluation

A. MONITORING OF PERFORMANCE

1. All monitoring or observation of the work performance of an administrator must be conducted openly and with full knowledge of the administrator. He will, upon request, be given a copy of any report to be used in the final cumulative evaluation and will have the right to discuss such report with his immediate superior, it being understood that the immediate superior is required to confer with any administrator whose service has been rated unsatisfactory in any respect, explain the ratings, and plan cooperatively for improvement. Any changes in performance standards that impact current members of the administrative unit will cause the reopening of the contract to address the issue of performance standards.
2. The parties shall negotiate the terms and conditions of a new evaluation system which will become an addendum to this collective bargaining agreement. The evaluation system is attached as Appendix I.

B. PERSONNEL FILE

1. An administrator will have the right, upon request in writing, to review the contents of his personnel file. An administrator will be entitled to have a representative of the ASSOCIATION accompany him during such review.
2. No material derogatory to an administrator's conduct, service, character, or personality will be placed in his personnel file unless the administrator has had an opportunity to review the material. The administrator will acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The administrator will also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent and attached to the file copy.
3. The following statement is to be affixed above the administrator's signature on any derogatory material relating to his/her conduct, service, character or personality that will be placed in his/her personnel file.

“The administrator will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. There is or is not a written answer to this material in the folder.” (circle one)

C. CREDIBLE COMPLAINTS

Any credible complaints regarding an administrator made to any member of the administration by any parent, student, teacher or other person, will be promptly called to the attention of the administrator and his immediate superior.

D. ANNUAL EVALUATION: ADMINISTRATORS

All administrators will be evaluated once each year and after three full years of employment as an administrator and attainment of professional status every two years. If the administrator accepts a new position and has a new supervisor within the administrative unit, s/he will then receive a yearly evaluation for the first three full years in that position. If an observation of any kind is going to be included in the administrator's evaluation, the supervisor of the administrator must provide notification to the administrator within two weeks of the occurrence. The final cumulative evaluation will be sent to each administrator no later than June 30.

E. ANNUAL EVALUATION: SCHOOL ADJUSTMENT COUNSELORS AND PSYCHOLOGISTS

School adjustment counselors and school psychologists without professional status will be evaluated and the final cumulative evaluation report shall be submitted to each person evaluated no later than June 1.

Article X

Sick Leave

A. ANNUAL SICK LEAVE

An administrator will be entitled to fifteen (15) sick leave days with full pay each school year. Additional sick leave days shall be granted at the rate of one (1) sick leave day for each two weeks of employment required by this Agreement in excess of the school year. Newly appointed administrators shall accrue sick leave days at the rate of one and one-half (1 1/2) days per month and may use only accrued or accumulated sick leave. A member may use up to six (6) of his/her annual allotment of paid sick leave days per year for the illness of an immediate family member. An immediate family

member is defined as a parent, spouse, child, mother-in-law, father-in-law, sibling, or someone living in the immediate household.

B. USE OF SICK LEAVE

Sick leave is granted for absences due to injury, illness or disability.

C. ACCUMULATION OF SICK LEAVE

Administrators may accumulate unused sick leave days in the following amount: 200 days.

D. Family and Medical Leave Act

No provision of this Article, or of any other provision of this Agreement, shall be construed as being in conflict with the terms and benefits available to employees under the Family and Medical Leave Act (FMLA). In the event that any provision herein is determined to be in conflict with the FMLA, the terms and conditions set forth in the FMLA shall be deemed those to which the employee is entitled; except that any benefit provided herein that exceeds what is required by the FMLA shall not be construed as being in conflict with the FMLA.

An employee who meets the Federal requirements to qualify for leave under the FMLA is eligible for the following leaves upon completion of the appropriate FMLA forms and verification that the leave qualifies under the FMLA.

- a. Up to twelve (12) weeks unpaid leave in any twelve (12) month period for the birth of a child; the placement of a child with the employee for adoption or foster care; to care for their spouse, son, daughter, or parent with a serious health condition; or for their own serious health condition.
- b. An employee who is the son, daughter, parent, or next of kin of a current service member with a serious injury or illness shall be granted up to twenty-six (26) weeks of unpaid leave in any twelve (12) month period (military caregiver leave) (Note: Only 12 of the 26 total weeks may be for a FMLA-qualifying reason other than to care for a covered service member).
- c. An employee whose spouse, son, daughter, or parent is a member of the National Guard or Reserves shall be granted up to twelve (12) weeks of unpaid leave in any school year for qualifying exigencies arising out of the military member's active duty or call to active duty in support of contingency operations (qualifying exigency leave).

- d. The leaves above shall be added together to determine whether the twelve (12) or twenty-six (26) week maximum has been met.”

Article XI

Administrators' Sick Leave Bank

A. Policy – It shall be the policy of the Pittsfield School Committee to establish a Sick Leave Bank, the purpose of which shall be to enable the members of the bargaining unit to voluntarily contribute a portion of their sick leave accumulation for use by a participating member whose sick leave is exhausted through prolonged and/or catastrophic illness or injury, and who have no remaining unused sick leave, personal leave, and/or vacation time in their personal account.

B. Eligibility - Eligibility for membership in the Sick Leave Bank is gained by agreement by an applicant to contribute two earned sick leave days to the bank. This agreement must be in written form. Application for membership is through the Director of Human Resources. Application for membership to the Sick Leave Bank must be made during the month of September. A new hire may complete an application for Sick Leave Bank membership within thirty (30) days of his/her starting date. New Sick Leave Bank members may not have entitlement to Sick Leave Bank benefits until one (1) year after his/her initial donation to the bank (note: for purposes of this provision, employees who contributed to the sick leave bank that was effective prior to August 1, 2015 shall not be considered new sick leave bank members and are not subject to the one (1) year wait period).

C. Sick Leave Bank Committee - The Sick Leave Bank Committee shall consist of two (2) members appointed by the Chairperson of the School Committee, and two (2) members appointed by the bargaining unit chairperson. The Sick Leave Bank Committee shall govern all phases of the Sick Leave Bank, including the option to accept or reject applications for sick leave.

D. Grant of Sick Leave Bank Benefit - A grant of sick leave from the Sick Leave Bank shall be made by majority vote of those Sick Leave Bank Committee members present and voting, but no meeting shall be held and no vote shall be

taken unless a quorum is present. The quorum for meetings of the Sick Leave Bank Committee is three members present. The Sick Leave Bank Committee shall consider the following factors when determining the eligibility of an employee to draw days from the Sick Leave Bank, and in determining the amount of leave to be granted:

- i. Written medical evidence (i.e., medical doctor's note) submitted by the employee indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness and/or injury, and the date the employee may be expected to return to work.
- ii. The employee's prior utilization of his/her sick leave time.
- iii. The employee's prior requests for and/or use of Sick Leave Bank time.

In the event the Sick Leave Bank Committee denies a written request, the applicant may request an appeal meeting to reconsider said determination in writing within ten (10) work days of receipt of the denial. The applicant has the right to attend the appeal meeting, and present additional information. A majority vote of the Sick Leave Bank Committee is necessary to reverse its prior determination (Note: a tie vote results in a denial). The decision of the Sick Leave Bank Committee shall be final and binding and not subject to the grievance procedure and/or arbitration. The Sick Leave Bank Committee may not provide grants of sick leave from the Sick Leave Bank totaling more than thirty (30) days for each individual request. No administrator may use more than one hundred sixty (160) days from the Sick Leave Bank for a single illness or for a single period of the same illness. Payments from the Sick Leave Bank are made on a work day basis. Sick leave bank days are only available for a bargaining unit member's own prolonged and/or catastrophic illness or injury.

E. Review of Long-Term Cases - A review of long-term cases will be in order at any time if the Sick Leave Bank Committee suspects abuse of sick leave. In such case, an attending physician's statement must be forwarded to the Sick Leave Bank Committee by the attending physician.

F. Application for Sick Leave Bank Benefit - Participants must exhaust all accrued sick leave, personal leave, and/or vacation time before drawing from the Sick Leave Bank. Application to the Sick Leave Bank Committee must be made at least two (2) weeks prior to the expiration of accrued sick leave to expedite benefits. All applications must include certification by a physician.

G. Maximum Sick Leave Bank Accumulation - The maximum accumulation of days in the Sick Leave Bank shall not exceed one hundred and twenty (120) days.

H. Replenishment of Bank - The Sick Leave Bank will be considered depleted if its number of days on deposit goes down to 1/2 of the total allowable accumulation (i.e., sixty (60) days). In this event, each member of the Sick Leave Bank shall be assessed at least one day of their personal entitlement of sick leave, and such assessed days of personal sick leave shall be added to the Sick Leave Bank. Such assessment shall be by vote of the Sick Leave Bank Committee, but the Sick Leave Bank Committee cannot assess more than one (1) day of personal sick leave per member of the Sick Leave Bank in any one school year.

I. Carry-Over - Any unused sick leave remaining in the Sick Leave Bank at the end of any school year shall be automatically carried over to the next school year.

Article XII

Personal Leave

A. AMOUNT OF TIME AND PROCEDURE

Administrators will be entitled to absence without loss of pay for two (2) required workdays during the life of this agreement for personal reasons subject to the approval of the Superintendent or his designee. Such approval shall be granted only in cases of extreme necessity or personal hardship, provided application is made, if possible, one (1) week in advance. If the request is submitted less than a week in advance, a reason may be required.

B. ADMINISTRATOR'S RETIREMENT DURING AGREEMENT

In case an administrator resigns or retires during the life of this Agreement, the COMMITTEE may withhold from his final pay the per diem cost of each personal day

taken in excess of two personal days for each year he has been employed under this Agreement.

C. RESTRICTIONS

Personal days will not be used as vacation days or holidays.

Article XIII

Employment Status

A. ADMINISTRATORS WITHOUT PROFESSIONAL STATUS

1. An Administrator without professional status shall be deemed to be re-employed during his/her second and third year of continuous employment by the School Committee, unless the Administrator has been notified in writing prior to April 15 in one school year that the contract will not be renewed for the following year.
2. Employment of an Administrator without professional status may be terminated by mutual consent at any time. It may be terminated by the Superintendent or the COMMITTEE, whichever is the appointing authority, for cause as provided by statute. The Administrator may resign for good reason by submitting at least thirty (30) calendar days written notice at any time except during the month of August. If said Administrator resigns during the month of August, unless the employment has been terminated by mutual consent or appointing authority action, the Administrator will accept employment with no other school committee in Massachusetts; provided that in the event no salary agreement for the ensuing year has been signed by August first, limitations on the Administrator's resigning shall not be binding until such an agreement has been signed.
3. The Administrator shall, upon written request filed with the appointing authority within ten (10) calendar days after the receipt of any notice from the appointing authority of its intention to terminate or not to renew this contract, be given a hearing before the appointing authority to be held within fifteen (15) calendar days of such request and at such hearing the reason or reasons for the termination or the non-renewal of the contract shall be made known. The Administrator shall have the right to appear with counsel of his choice at such hearing.
4. This employment of each administrator without professional status is subject to the statutes of the State of Massachusetts, the rules and regulations of the School Committee, and all pertinent provisions of this Agreement.

B. ADMINISTRATOR WITH PROFESSIONAL STATUS

1. The employment of an Administrator with professional status shall continue in force from year to year, subject to the following conditions. Pay will be terminated at the time services are terminated.
 - a. Employment may be terminated by mutual consent at any time.
 - b. The administrator may resign for good reasons by submitting at least thirty (30) calendar days written notice at any time except during the month of August, unless his/her contract has been terminated by mutual consent or appointing authority action, the administrator will accept employment with no other school committee in Massachusetts; provided that in the event no salary agreement for the ensuing year has been signed by August first, limitations on the administrator's resigning shall not be binding until such an agreement has been signed.
 - c. The committee may terminate an Administrator's employment at any time for one or more of the following reasons: (1) inefficiency or incompetence: (2) insubordination against reasonable rules of the School Committee: (3) moral misconduct: (4) disability, as shown by competent medical evidence: (5) elimination of the position to which the administrator was appointed, if no other position exists to which he may be appointed if qualified: or (6) other due and sufficient cause, provided prior to terminating the contract, the appointing authority shall give the administrator a written notice that termination of his/her contract is under consideration and, upon written request filed by the administrator with the appointing authority within five (5) calendar days, give the administrator a statement in writing of its reasons therefore. Within twenty (20) calendar days after receipt from the School Committee of written notice that contract termination is under consideration, the administrator may file with the appointing authority a written request for a hearing, which the appointing authority shall hold within fifteen (15) calendar days after receipt of such request. Such hearing shall be public if the administrator so requests or the appointing authority so designates.

The administrator shall have the right to appear with counsel of his choice at such hearing, whether public or private. The appointing authority shall give the administrator its written decision within fifteen (15) calendar days after such

hearing. Nothing herein contained shall deprive the appointing authority of the power to suspend an administrator from duty immediately when serious misconduct is charged, without prejudice to the rights of the administrator as otherwise provided herein.

- d. The employment of each administrator with professional status is subject to the statutes of the Commonwealth of Massachusetts, the rules and regulations of the School Committee, and all pertinent provisions of this Agreement.

Article XIV

Severance Pay

A. GENERAL PROVISIONS

1. Administrators shall be entitled to severance pay as described herein upon death, retirement, or involuntary termination for other than cause on the following conditions.
2. Notice of Resignation with Intent to Retire
 - a. Except as set forth in paragraph b of this subsection, any administrator meeting the qualifications set forth in paragraph c of this subsection whose formal notice of her/his intent to resign from the Pittsfield Public Schools is received by January 1 of the calendar year of her/his resignation shall be paid a \$5,000 one-time bonus. Said payment shall be made in the month following the administrator's retirement.
 - b. No payment shall be made pursuant to paragraph a. of this subsection to an administrator who retires during a school year.

Severance Pay Eligibility

- c. In order to qualify for the bonus provided in paragraph a of this subsection, an administrator must:
 - i. invoke this provision in writing,

- ii. be eligible to retire under the rules of the Massachusetts Teachers Retirement Board, and,
 - iii. have not less than ten (10) full school years of continuous service as a teacher or administrator in the Pittsfield Public Schools immediately prior to seeking this benefit. "Full year" shall mean the entire administrator's work year. A form appearing as "Appendix B" to this Agreement shall be available from the Personnel Office for invoking this provision in writing.
- d. Notice of resignation submitted under this provision shall be revocable only with the consent of the prospective resignee and the Pittsfield Public Schools, and only under extraordinary circumstances. Any request to revoke a resignation submitted under this provision shall, if contested by the Pittsfield Public Schools, be decided by majority vote of a committee composed of four (4) members, two (2) being members of the P.E.A.A., one being the Superintendent of Schools or her/his designee, and one (1) being a member of the School Committee. The decision of said committee shall be final and shall not be subject to the grievance procedure of this Agreement.
- e. If an administrator has provided early notice of intent to resign consistent with the provisions of this section, so that the administrator is entitled to the benefit described in paragraph a of this subsection, then, if that administrator dies before he/she could finish the work requirement described in paragraph b of this subsection, the sum that would have been due the administrator upon completion of her/his employment shall be deemed a debt owed to that administrator at the time of her/his death, and, consistent with the laws of the Commonwealth of Massachusetts, the administrator's estate shall receive the payment otherwise due to the administrator.

B. UNUSED SICK LEAVE

Upon the retirement or death of an administrator, the following severance pay provisions for unused sick leave shall be applicable for service in Pittsfield:

1. Severance pay for unused sick leave shall be granted to an administrator with at least fifteen (15) years service in the Pittsfield Public Schools, or has been an administrator for at least seven and one-half (7.5) years.
2. An accounting of all unused sick leave while a professional employee of the Pittsfield Public Schools will be made.
3. The administrator shall receive fifteen percent (15%) of her/his current daily rate of pay for each unused day of sick leave for severance pay purposes only. An administrator's rate of pay shall be determined by dividing his annual salary by the number of required work days listed in Appendix A. If the administrator chooses upon retirement to apply the aforementioned sum to her/his health insurance premium for a coverage provided to its retirees by the City of Pittsfield upon retirement, then the sum due shall be increased by ten percent (10%).

C. UNUSED PERSONAL LEAVE

1. An administrator who, upon her/his separation from employment by the Pittsfield Public Schools, qualifies to receive severance pay, and who has used not more than one-half of personal leave days available to her/him during her/his period of employment as a teacher and/or administrator by the Pittsfield Public Schools, shall receive \$100.00 for each unused personal leave day as part of her/his severance pay.
2. For severance pay purposes only, personal leave will be prorated at the second year for the current collective bargaining agreement in calculating entitlement to compensation.
3. The School Committee shall inform the estate of an administrator who dies in service of the provisions of this Agreement.

Article XV

Temporary Leaves of Absence

E. REASONS FOR LEAVE

Administrators will be entitled to the following temporary leaves of absence without loss of pay for each school year:

1. PERSONAL REASONS, UP TO THREE (3) HOURS ABSENCE

Absence for approved reasons, not exceeding three (3) hours a day, is not chargeable to personal leave or sick leave. Except in cases of emergency, administrators should obtain prior approval from their supervisor for such absences.

2. PROFESSIONAL LEAVE

Administrators may be granted up to four (4) professional days for the purpose of visiting other schools or attending meetings, workshops or conference of an educational nature. The granting of these days will be subject to the approval of the Superintendent and their scheduling will be done by the Superintendent or his designee.

3. ASSOCIATION LEAVE

Time necessary for ASSOCIATION representatives to attend Massachusetts Teachers' Association and/or National Educational Association conferences and conventions; provided, however, that the total amount of time take by all such representatives will not exceed ten (10) days when administrators are required to work per year.

4. COURT APPEARANCES

- a. Time necessary for appearances in any legal proceeding connected with the administrator's employment or with the school system, or in any other reasonable legal proceeding, if the administrator is required by law to attend.
- b. Court appearances in which the administrator is a defendant in a criminal or civil action, which arises as a result of his employment, may not be paid; however, if judgment is rendered in the administrator's favor, compensation loss for such appearances will be paid.
- c. Court appearances in which the administrator is a defendant in a criminal or civil action unrelated to his employment will not be paid; however, requests for the use

of personal days to which the administrator is entitled, in order to make such court appearances, will be granted.

- d. Court appearances in which the administrator or the PEAA is a plaintiff and in which the PEAA is a plaintiff and the administrator is a beneficiary in a legal action against the COMMITTEE will not be paid; however, if judgment is rendered in the administrator's favor, compensation lost for such court appearances will be paid.

5. BEREAVEMENT LEAVE

A. In the event of a death of a member of the immediate family, administrators will be entitled to five (5) consecutive work days, such days to begin with either the day of death or the day of the funeral at the administrator's discretion. Immediate family members include parents, spouse, life partner / companion, children mother-in-law, father-in-law, siblings, and a person for whom the administrator has had the responsibility for making funeral arrangements. Up to two (2) of these five (5) work days can be taken at a later date in the case of a delayed internment.

B. Administrators shall be entitled to four (4) consecutive work days to take effect from the day of death or the day of the funeral at the administrator's discretion of a grandparent, grandchild, brother-in-law, sister-in-law, or someone living in the immediate household. Up to two (2) of these four (4) work days can be taken at a later date in the case of a delayed internment

C. In the case of the death of a relative of the second degree, the administrator shall be entitled without loss of pay to the day or part thereof necessary to attend the funeral. Relatives of the second degree include aunts, uncles, nieces, nephews, cousins, and in-laws other than mentioned above.

6. MILITARY LEAVE

Up to seventeen (17) days when an administrator is required to work may be taken for reserve personnel on tour of duty. The COMMITTEE will pay the difference between the remuneration paid by the government and the administrator's regular compensation for the same period of time, not including non-school days. The administrator must, however, advise his supervisor in writing, of the days he will be absent upon the receipt of notice of his reserve-training schedule.

7. RELIGIOUS LEAVE

The present policy with regard to leaves of absence for purposes of religious observance will continue unchanged for the term of this Agreement.

Article XVI

Extended Leaves of Absence

A. ASSOCIATION BUSINESS

Subject to the prior approval of the Superintendent, the COMMITTEE agrees that up to one (1) administrator designated by the ASSOCIATION will, upon request, be granted a leave of absence for up to one (1) year without pay for the purpose of engaging in ASSOCIATION (local, state or national) activities. Upon return from such leave, an administrator will be considered as if he were actively employed by the COMMITTEE during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

B. PEACE CORPS OR EXCHANGE ADMINISTRATOR

A leave of absence without pay of up to two (2) years will be granted to any administrator who joins the Peace Corps or services as an exchange administrator, and is a full-time participant in either of such programs. Upon return from such leave an administrator will be considered as if he were actively employed by the COMMITTEE during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

C. MILITARY LEAVE

Military leave will be granted to any administrator who is inducted or enlists 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 the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of four (4) years, provided the administrator produces proof of an honorable or general discharge from military service. The Director of Human Resources has the right to request written confirmation of the necessity for any military leave.

D. PUBLIC OFFICE

The COMMITTEE will grant a leave of absence without pay or increment to any administrator to serve in a full time public office.

E. SERIOUS ILLNESS

After five (5) years' continuous employment in the Pittsfield School System, an administrator may be granted a leave of absence, without pay, for up to one (1) year for serious illness. Request for such leaves will be supported by appropriate medical evidence.

F. RESTORATION OF BENEFITS

All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave, will be restored to him upon his return, and, if possible, he will be assigned to the same or a substantially equivalent position.

G. REQUESTS FOR EXTENSION OF LEAVE

All requests for extensions or renewals of leaves will be applied for in writing, and replies shall be made thereto in writing, no later than thirty (30) calendar days prior to the expiration date of the leave; and the COMMITTEE shall notify the administrator within thirty (30) calendar days of its decision. The decision as to whether upon return the administrator is assigned to his or her previous position or a substantially equivalent position will be made on an individual basis. Persons returning from a leave are subject to all provisions of this contract regarding reduction in force.

H. CONSEQUENCES OF FAILURE TO RETURN

Any administrator on leave of absence who has not complied with Paragraphs A through E of this Article, and who does not return to work upon the termination of said leave, shall be considered as having resigned from his position, unless the failure to return is due to incapacitating illness or other circumstances beyond the control of the individual.

I. PROFESSIONAL IMPROVEMENT

Professional improvement leave of up to one (1) year may be granted by the COMMITTEE, upon the recommendation of the Superintendent to no more than one (1) member of the administrative staff.

J. REQUESTS FOR PROFESSIONAL IMPROVEMENT

Requests for professional improvement leave must be received by the Superintendent, in writing, on such forms as may be required by the Superintendent, no later than February 1, and action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the leave is requested.

Article XVII

Maternity/Parenting Leave

A. MATERNITY/PATERNITY LEAVE

1. An administrator who has been employed by the COMMITTEE for at least three (3) consecutive months as a full-time administrator, who is absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth or for placement of a child pursuant to a court order or adopting a child under the age of eighteen (18) or for placement of a child pursuant to a court order or adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled, said period to be hereinafter called maternity/paternity leave, and who shall give at least two (2) weeks written notice to her/his employer of her/his anticipated date of departure and intention to return, shall be restored to her/his previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of her/his leave. In regard to female employees, such leave shall be unpaid to the extent that the administrator's sick leave and personal days do not cover the balance. In the event of child-rearing leave and/or adoption leave under this section, or parenting leave under paragraph B. of this Article, a non-birth parent and/or an administrator adopting a child may choose to use up to ten (10) sick leave days and two (2) personal leave days for purpose of the leave. If both parents work for the same employer, the parents are only entitled to eight (8) weeks of leave in the aggregate for birth or adoption of the same child.

2. The COMMITTEE shall not be required to restore an administrator on maternity/paternity leave to her/his previous or a similar position if other administrators of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity/paternity leave; provided, however, that such administrator on maternity/paternity leave shall retain any preferential consideration for another position to which she/he may be entitled as of the date of her/his leave.

3. Such maternity/paternity leave shall not affect the administrator's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit,

benefits, plans or programs for which she/he was eligible at the date of her/his leave, and any other advantages or rights of her/his employment incident to her/his employment position; provided, however, that such maternity/paternity leave shall not be included, when applicable, in the computation of such benefits, rights, and advantages; and provided, further, that the employer need not provide for the cost of any benefits, plans, or programs during the period of maternity/paternity leave, unless such employer so provides for all employees on leave of absence.

B. PARENTING LEAVE

1. An administrator with professional status who wishes to obtain an unpaid leave of absence to care for a newborn child or newly adopted infant shall submit a written notice to the COMMITTEE at least forty-five (45) days in advance of the anticipated date of birth or adoption.
2. Such leave shall be taken without pay, benefit accrual or co-payment of insurance. Parenting Leaves shall extend for the remainder of the school year in which the request is made. Written notice of intent to return in September must normally be given prior to May 1, but in no event later than May 31 of such calendar year.
3. If an administrator fails to return to work by the second September, following the start of the Parenting Leave, his employment will be terminated.

Article XVIII

Sabbatical Leave

A. GENERAL PROVISIONS

Upon recommendations by the Superintendent of Schools, sabbatical leaves will be granted to members of the administrative staff by the School Committee subject to the following guidelines:

B. FULL YEAR LEAVE

A full year sabbatical may be given to one member of the administrative staff during each school year for the purpose of study or travel beneficial to the interest of the school system.

1. Requests for such leave must be received by the Superintendent of Schools, in writing, in such form as may be required by the Superintendent of Schools, no later than December 1, and action must be taken on all such requests no later than

February 1 of the school year preceding the school year for which the sabbatical leave is requested.

2. An administrator must have completed at least seven (7) consecutive full school years of service in the Pittsfield School System to be eligible for a full year sabbatical leave.
3. An administrator on full year sabbatical leave will be paid three-quarters (3/4) of his/her regular salary rate, provided that if there is a program grant which, when added to the three-quarters (3/4) salary, exceeds the regular salary rate, the administrator will receive the percentage of the salary which, when added to the grant, equals his regular salary.
4. The administrator will agree to return to employment in the Pittsfield School System for two (2) full years. In the event that an administrator does not return for two (2) full years of service, he will be required to reimburse the COMMITTEE for all monies advanced for such sabbatical leave, except in cases of death, incapacitating illness, or other circumstances beyond the control of the individual.
5. If a full year sabbatical leave is granted, no other sabbatical leave for the school year will be considered.

C. HALF-YEAR LEAVE

A one semester or half-year sabbatical leave may be granted to one or two members of the administrative staff during each school year for the purpose of study or travel beneficial to the interest of the school system.

1. Requests must be submitted no later than December 1 and action must be taken no later than February 1 of the school year preceding the school year of which the leave is requested.
2. An administrator must have completed at least five (5) consecutive full school years of service in the Pittsfield School System to be eligible for a semester or half year sabbatical leave.
3. Administrators granted such leave will be compensated at three-quarters (3/4) of their regular salary rate subject to the same conditions as applicable to an administrator on a full year sabbatical leave.
4. The administrator will agree to return to employment in the Pittsfield School System one (1) full year subject to the same conditions as applicable to an administrator on a full year sabbatical leave.

5. If two half year or semester sabbatical leaves are granted, no other sabbatical leave for the school year will be considered. If one half year of semester sabbatical leave is granted, no more than three one month sabbatical leaves as described below will be considered.

D. ONE-MONTH LEAVE

One month leaves may be granted for developing experimental programs; visiting other schools and institutes; planning and organizing innovative designs; traveling to observe education facilities, buildings and programs; implementing special projects within the school system; and for other reasons deemed appropriate by the Superintendent of Schools.

1. Requests for one month sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by the Superintendent of Schools, no later than March 1, and action must be taken on all such requests no later than May 1 for sabbatical requests which become effective during the summer months of that year or the first semester of the next school year. Requests for leaves during the second semester of a school year must be received, in writing, no later than November 1, and action will be taken no later than January 1. Waivers of any of the calendar deadlines in this section may be granted by mutual agreement of the parties.
2. An administrator must have completed at least three (3) consecutive full years of service as an administrator in the Pittsfield School System to be eligible for a one-month sabbatical leave.
3. Administrators on a one-month sabbatical leave will be granted full pay during the term of their sabbatical.
4. One month sabbatical leaves will be scheduled by the Superintendent of Schools.
5. Sabbatical may be granted for a thirty (30) calendar day period from September 1 through August 31.

E. ADMINISTRATIVE RESPONSE

Within five (5) working days of his receipt of an administrator's formal request for a full year or half year sabbatical, the Superintendent or his designee will notify the ASSOCIATION in writing of his having received such a request. The notice shall contain a specification of the nature of the leave being requested, as described in

Sections A and B of this Article, but need not specify the name of the administrator making the request.

F. MISCELLANEOUS

1. Waivers of any of the calendar deadlines in this section may be granted by mutual agreement of the parties.
2. The School Committee may grant more sabbaticals than the number specified in this article.

Article XIX

Professional Development and Educational Improvement

A. TUITION REIMBURSEMENT

1. In order to defray in whole or part the cost of those covered by this Agreement of tuition for courses taken at accredited colleges, universities, or professional training schools, or of fees for in-service courses, the COMMITTEE agrees to allocate the sum of \$9,000 for each of the years that the Agreement is in effect. Use of such funds for these purposes will be restricted to defraying costs for courses that are germane to administrators' professional assignments and taken with the advance approval of the Superintendent or his designee. An administrator's request for reimbursement under this article shall be made in writing on the appropriate forms prior to his taking such a course or courses, and prior approval of his request shall not be withheld reasonably.
2. The way in which these funds will be allocated to members of the bargaining unit who qualify shall be determined jointly by the Assistant Superintendent for Personnel and Negotiations and a designee of the ASSOCIATION. Sums shall be allocated annually in the following manner during the term of this Agreement.

Fall	\$3,000
Spring	\$3,000
Summer	\$3,000
3. Money designated for use in one semester of a given year but not used during that semester shall be carried over to the following semester of that year, and added to the sum available for allocation in the next semester.
4. Such allocation will be used on the pertinent expenses incurred by administrators in taking courses and on the number of administrators applying for reimbursement under the section.

5. February 1 will be the cut-off date by which individual allotments must be expended or notification given to his/her immediate supervisor that he/she is going to use the allotment by the end of the summer. Allotments not expended or reserved by February 1 will go into the general fund to be used on a first-come application basis.

B. CONFERENCES, WORKSHOPS, ETC.

In each year of this agreement the COMMITTEE shall allocated a lump sum of \$12,500 for the reasonable expenses (including fees, meals, lodging and transportation) incurred by administrators who attend workshops, seminars, conferences or other professional improvement sessions at the request of the administrator and with the advance approval of the Superintendent of Schools or his designee. Administrators who have submitted the appropriate documentation for reimbursement to the office of the Deputy Superintendent no later than May 15 shall be eligible to receive reimbursement. If there are remaining funds after May 15, then the JLMC will determine how to distribute the remaining funds and notify the Business Office no later than June 1 to be expended prior to June 30. The reimbursement funds shall be distributed equally among all approved requests (an administrator may have more than one approved request) no later than June 30.

- C. Administrators currently assigned to evaluate teaching staff as per the new educator evaluation system (2013-14 school year) shall be trained in accordance with the standards of the Massachusetts Department of Elementary and Secondary Education. Administrators shall be given coverage for their duties while they conduct observations and other tasks related to the new evaluation system, and shall not be interrupted unless there is an emergency. Administrators shall be provide with the appropriate technology to conduct evaluations, and the training to use said technology.

- D. Deans of Students, Vice Principals, and School Community Coordinators in all buildings throughout the district shall be allowed common planning time that could be accomplished by giving individuals in these positions two half days of professional development. These half days will coincide with teacher led professional development and will not involve additional professional de-

velopment days. These meetings may include elementary, middle and high school Deans of Students, Vice Principals, and School Community Coordinators to assist them in planning and coordinating interventions and services. PEAA plans for this professional development must be presented for review and approval by the Deputy Superintendent no later than December 1.

Article XX

Facilities

A. OFFICE EQUIPMENT

There will be a serviceable desk and chair for all administrators.

B. PHYSICAL SPACE FOR TESTING AND COUNSELING

Where physically feasible, private space will be provided in each building for psychological testing and parent/student counseling.

C. PARKING

Where physically feasible, an adequate portion of the parking lot at each school will be reserved for administrator parking.

Article XXI

Reductions in Staff

A. GENERAL PROCEDURES

Should it become necessary to reduce the number of administrators with professional status in a classification identified in Article I of this Agreement (except the position of Unit Leader), the School Committee will make these reductions based on consideration of the comparative job performances as measured by the formal evaluation procedures, as well as the abilities, of those in the classification. When all pertinent aspects of job performance demonstrated by matters of record, and abilities are essentially equal, seniority shall determine the COMMITTEE'S decision.

B. SENIORITY

"Seniority" means an administrator's continuous length of service in years, months, and days in the bargaining unit, provided that the seniority of present administrators as of the effective date of this Agreement shall consist of their length of service from their initial date of employment by the COMMITTEE. New employees to the bargaining unit after August 1, 1979 shall, for purposes of seniority, not be credited with any time

spent in another bargaining unit. Administrators shall be credited for seniority purposes with all time spent on any leave of absence provided for in this Agreement. Acceptance of the definition of seniority does not imply acceptance by the COMMITTEE of the use of seniority in other sections of this Agreement.

C. DISPLACEMENT OF ANOTHER ADMINISTRATOR

Any administrator who has been notified that he may be terminated or demoted because of a reduction in staff within the bargaining unit shall, under specified conditions, have the right to displace an administrator in another classification. These conditions are that the administrator so notified shall (a) be properly certified or otherwise duly qualified for his assignment, (b) have worked successfully in the other classification or have supervised the other classification directly and successfully, (c) have no fewer years, months, and days successful work or supervisory experience within the unit in that classification than does the administrator to be displaced, and (d) have greater seniority than whomever he seeks to displace. Successful service as a principal or vice principal shall be considered to be successful experience as a grade leader.

D. NOTICE

1. Any administrator whose employment by the School Committee may be terminated or who may be demoted because of a reduction in staff within the bargaining unit shall be notified of this fact by the Superintendent or her/his designee. The administrator shall be given the right to meet with the Superintendent or her/his designee accompanied by an ASSOCIATION representative, be presented at that time with the reasons for the Superintendent's recommendation, and be given an opportunity to respond.
2. Such meeting shall normally occur on or before May 1 immediately preceding the school year in which the reduction in staff is to take effect. If the meeting occurs after May 1 but on or before May 31, a severance stipend of \$500 shall be paid. If the meeting occurs after May 31 but on or before July 15, a severance stipend of \$1,500 shall be paid. If the meeting occurs after July 15 but on or before July 31, a severance stipend of \$3,500 shall be paid. These severance stipends are to be paid only if the administrator with professional status is in fact terminated and not recalled for the following school year. The amount is independent of any other separation settlement to which the employee is entitled.

E. RESPONSE WITHIN FIFTEEN (15) DAYS

Within fifteen (15) days of the meeting described in the preceding paragraph, the Superintendent shall notify the administrator of his recommendation to the School Committee by certified mail to the Administrator's address of record.

F. TRANSFERS FOR QUALIFIED ADMINISTRATORS

Any administrator whose position has been eliminated by reduction in force must be transferred to any vacant position within the bargaining unit equal to or below that previously occupied for which he or she is certified or can be certified prior to the beginning date of his or her assignment in that position, provided he or she has the necessary ability and qualifications to fulfill the job. At the sole discretion of the School Committee, the administrator may be considered for a position above that previously held. For purposes of this contract, a job equal to or below is a job for which the per diem compensation is equal to or less than that for the job an employee has occupied.

G. RECALL

Any administrator with professional status who, because of reductions in staff, has lost his position as member of the bargaining unit shall, under specified conditions and for a period not to exceed two (2) years from the effective date of his termination, be recalled for employment in any vacancy that arises within the unit. These conditions are that the administrator being recalled shall (a) be properly certified or otherwise duly qualified for the vacant position, and (b) that the job be equal to or below the job previously held by the administrator and that the administrator has the necessary ability and qualifications to fulfill the job. During the recall period, administrators so entitled shall be recalled in order of greatest seniority as of the effective date of their terminations. Anyone so recalled shall be notified of this by the Superintendent or his designee by certified mail sent to the administrator's last address of record.

H. RESTORATION OF BENEFITS

All benefits to which any recalled administrator was entitled at the time of his termination shall be restored in full to him upon his reemployment.

I. NOTHING INCONSISTENT WITH M.G.L. c. 71 § 42

Nothing agreed to by the parties in this Article, and nothing that is set forth or implied herein, shall be deemed to be in conflict with any provision or requirement of M.G.L. c. 71 § 42.

Article XXII

Special Assistance and Professional Needs

A. SUBSTITUTES AND MATERIALS

The School Committee recognizes that in order for administrators to carry out their professional responsibilities, special assistance may be necessary. To this end the COMMITTEE shall, to the extent possible, provide the following upon the request of the administrator:

1. Substitutes for clerical help in cases of the absence of the entire clerical staff of a school or individuals' absences for extended periods of time.
2. Educational materials necessary for the proper functioning of the school program.

B. REQUESTS

Such request for the above shall be made to the Superintendent or his designee. Such request will not be unreasonably requested or unreasonably denied.

Article XXIII

Insurance and Annuity Plan

A. HEALTH INSURANCE. An eligible employee may participate in group insurance plans offered by the City of Pittsfield through the Massachusetts Interlocal Insurance Association/Blue Cross/Blue Shield of Massachusetts (MILA/BCBSMA) as provided in the Memorandum of Agreement, hereinafter the "Section 19 Agreement" between the City of Pittsfield and the Public Employee Committee dated April 6, 2018. A copy of the Section 19 Agreement is attached hereto and incorporated by reference as Appendix F. Health insurance premium deductions shall be equalized throughout the year based on twenty-four (24) payroll periods.

B. LIFE INSURANCE. A \$10,000 life insurance plan of the type presently available to all city employees. Administrators will have the option of increasing their coverage at no expense to the city.

C. DISABILITY INSURANCE. Administrators shall be able to elect to enroll in the disability insurance plan offered through the MTA through payroll deductions. This plan will be the only plan eligible for payroll deductions for the entire bargaining unit. Administrators will be responsible for 100% of the cost of insurance.

Article XXIV

Personal Injury Benefits

A. WORKERS' COMPENSATION AND SICK LEAVE

Whenever an administrator is absent from school as a result of a personal injury caused by an accident or an assault in the course of his employment, he will be paid salary or wages in full until any vacation which the administrator has to his credit has been used, without reduction of any compensation payable under the Workman's Compensation Act, which may be due to the administrator during the period in which the administrator may be totally incapacitated, and wages may be paid in full until all sick leave allowance which the administrator has to his credit may be used. The amount received hereunder shall be subject to the provisions of the foregoing section governing sick leave to which the administrator may be charged against the unused portion of sick leave benefits as follows:

Number of days charged:

<u>Per diem amount received hereunder</u>	X	Number of days for
Per diem regular compensation	X	which compensation benefits
		have been received

B. MATERIALS REIMBURSEMENT

Administrators will be reimbursed for:

1. Any clothing or other personal property normally carried by the person, such as handbags, umbrellas, etc., damaged or destroyed in the course of his employment up to a maximum of \$500.00, provided the damage is not due to the negligent or wrongful conduct of the Administrator; and
2. The cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of his employment.

Article XXV

Protection

A. REPORTING CASES OF ASSAULT

Administrators will immediately report, in writing, all cases of assault suffered by them in connection with their employment to the Superintendent of Schools.

B. SCHOOL COMMITTEE RESPONSIBILITIES

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 persons involved, and will act in appropriate ways as liaison between the administrator, the police and the courts.

C. PROVISION OF LEGAL COUNSEL

All administrators should be notified that, if court action might ensue from their actions in the performance of duty, legal counsel will be provided by the City Solicitor or another attorney.

Article XXVI**Dues Deduction****A. PAYROLL DEDUCTION**

The COMMITTEE agrees to deduct from the salaries of administrators dues for the Pittsfield Educational Administrators' Association Massachusetts Teachers' Association and the National Education Association, or any one of such associations as said administrators individually and voluntarily authorize the COMMITTEE to deduct, and to transmit the monies promptly to such association or associations.

DUES AUTHORIZATION CARD

Name _____

Address _____

I hereby request and authorize the Pittsfield School Committee to deduct

from my earnings and transmit to the associations checked below an amount sufficient to provide for regular payment of the membership dues as certified by such associations in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the COMMITTEE will discontinue such deductions only if I give the COMMITTEE sixty (60) calendar days advance written notice to do so. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability therefor.

Organization:

Pittsfield Educational Administrators' Association

Massachusetts Teachers' Association

National Education Association

Date: _____ Administrator's Signature: _____

B. ASSOCIATION CERTIFICATION OF RATE

Each of the associations named in Section A, above, will certify to the COMMITTEE in writing the current rate of its membership dues. Any association which will change the rate of its membership dues will give the COMMITTEE thirty (30) calendar days' written notice prior to the effective date of such change.

C. EQUAL INSTALLMENTS AND LIMITATIONS

Deductions referred to in Section A, above, will be made in equal installments from such paycheck beginning with the first paycheck in October, or the first paycheck following the delivery of the administrator's authorization to the COMMITTEE. The COMMITTEE will not, however, be required to honor for any paycheck's deduction, any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

D. LIST OF EMPLOYEES AND SIXTY-DAY NOTICE OF WITHDRAWAL

No later than November 1 of each year, the COMMITTEE will provide the ASSOCIATION with a list of those employees who have voluntarily authorized the COMMITTEE to deduct dues for any of the associations named in Section A, above. The COMMITTEE will notify the ASSOCIATION monthly of any changes in said list. Any administrator desiring to have the COMMITTEE discontinue deductions he has previously authorized must give the COMMITTEE and the ASSOCIATION concerned sixty (60) calendar days advance written notice.

E. INDEMNIFICATION OF SCHOOL COMMITTEE

The ASSOCIATION agrees to and does hereby indemnify, defend and save the COMMITTEE harmless from and against any and all claims, demands, liabilities, lawsuits, or any other form of action arising from or related to any action taken by the COMMITTEE in reliance upon information furnished to the COMMITTEE by the ASSOCIATION for the purpose of complying with any provisions of this Article.

F. OTHER DEDUCTIONS

The School Committee shall provide that, whenever duly authorized by any member of the bargaining unit on a form approved by the committee, payroll deductions on behalf of such administrator shall be made every pay day and transmitted in accordance with such form or forms for any or all of the following purposes:

1. Purchase of United Savings Bonds,
2. Donations to _____ fund,

3. Premiums under group income protection, life insurance and loss of senses insurance for the benefit of the employees of the bargaining unit,
4. Premiums under City of Pittsfield Employees Group Insurance Program,
5. Payments to the _____ Credit Union, and
6. Premiums under tax-sheltered annuity contract purchased for the administrator by the Committee,
7. Premiums maintained under a Cafeteria Plan of the type authorized by Chapter 697, section 132 of the Acts of 1987, for the single purpose of enabling administrators to pay their share of the premiums for their health insurance with pre-tax earnings.

Article XXVII

Compensation

A. SALARIES

Administrator salaries effective August 1, 2018 are set forth in Appendix "A" which is attached hereto and made a part hereof. Administrators hired for the 2018-19 school year will be placed on Step 1. Administrators hired for the 2017-18 school year will be placed on Step 2.

Administrators hired prior to the 2017-18 school year will be placed on Step 3, representing a 1.25% increase above their 2017-18 school year base salary. Administrators shall advance a step at the beginning of each contract year on August 1.

B. MILEAGE REIMBURSEMENT

Administrators shall be paid mileage for all authorized inter-school travel done in the performance of their duties at the rate for mileage in effect in March of each year as established by the Internal Revenue Service. Such rate shall be used for mileage reimbursement during the ensuing contract year.

C. LONGEVITY RATES:

1. Administrators who have been employed for ten (10) years or longer in the Pittsfield Public Schools shall receive longevity compensation according to the following rates effective August 1, 2018:

Ten (10) to fourteen (14) years:	\$1,000
Fifteen (15) to nineteen (19) years:	\$1,100
Twenty (20) to twenty-four (24) years:	\$1,300

Twenty-five (25) to twenty-nine (29) years:	\$1,950
Thirty (30) years and beyond:	\$2,300

Effective August 1, 2018, longevity compensation for Administrators employed for five (5) to nine (9) years shall be terminated; however, those Administrators who as of August 1, 2018 are eligible for longevity compensation because they have been employed for five (5) to nine (9) years are grandfathered and entitled to continue to receive longevity compensation of \$600.

2. Longevity compensation begins at the start of each year of each category.

D. CALCULATION OF YEARS OF EMPLOYMENT

Years of employment are calculated from the date of appointment to the Pittsfield Public Schools

E. PAYROLL SCHEDULE

Salary payments for the 2005-06 contract year, and thereafter under this Agreement will be made in twenty-six (26) equal installments, beginning on August 3, 2005, and continuing every other Wednesday through the end of the contract. The pay day shall be changed from Wednesday to Friday effective upon the City of Pittsfield's implementation of same.

F. FIRST PAYCHECK PRORATION

Newly hired administrators will receive prorated compensation on the first paycheck issued after their initial employment for services actually rendered.

G. RETIREMENT DURING WORK YEAR

Administrators, who retire, resign or terminate before completing any contract year shall receive only those monies due based on a prorating of services rendered compared to services obligated under the contract.

H. ADMINISTRATOR EMPLOYMENT AND BENEFIT INFORMATION

Administrators will be provided annually with an Administrator Employment and Benefit Information Sheet, Appendix C.

I. ADMINISTRATOR ACTING AS INTERIM PRINCIPAL

If a school principal is out of work for a minimum of twenty (20) consecutive work days and a PEAA member is requested to assume his or her duties by the Superintendent, then the PEAA member will receive an additional sixty dollars (\$60) per diem for the

time period that he or she serves as an interim principal retroactive to the first day serving in that role.

Payment for Degrees and Credit Hours

Unit members, who, as of the date of the ratification of this Agreement, are receiving payment for degrees and also for the credit hours earned in pursuit of those degrees, pursuant to Appendix A § C, shall continue to receive these double payments.

No person hired as a unit member after the date of ratification of this Agreement, and no member of the unit as of the date of ratification of this Agreement who is not receiving double payment as of that date pursuant to Appendix A § C, shall receive payment pursuant to Appendix A § C. Effective with the date of ratification all unit members except as excluded by the first paragraph, above, shall be paid as follows for their post-master's degrees and earned graduate credits:

- \$65.00/ credit hour for additional earned graduate credits;
- \$4,000 for a second earned master's degree, with no payment for additional credits;
- \$4,000 for an earned certificate of advanced graduate study (CAGS), with no pay for additional credit
- \$5,000 for an earned doctorate, with no pay for additional credits;
- \$9,000 cap for payment for additional degrees and credit hours, over base pay and longevity.

Article XXVIII

General

A. NON-DISCRIMINATION

1. As sole collective bargaining agent the ASSOCIATION shall continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, gender identity, sexual orientation, disability, sex or marital status. The ASSOCIATION shall represent equally all persons with-

out regard to membership, participation in or activities in any employee organization.

2. The COMMITTEE agrees to continue its policy of not discriminating against any persons on the basis of race, color, creed, national origin, gender identity, sexual orientation, disability, sex, marital status or participation in, or associations with, the activities of any employee organization.

B. "DISCUSS" DEFINED

Wherever the word "discuss" is used in this Agreement, which in effect grants the ASSOCIATION the right to discuss certain matters, it is understood and agreed that this in no way waives the rights of the COMMITTEE to make its own decisions in those matters and that any failure to agree with the ASSOCIATION does not make the problem under discussion a subject matter of the grievance procedure and/or arbitration.

C. WORK-DAY NEGOTIATING SESSIONS

If negotiation meetings between the COMMITTEE and the ASSOCIATION are scheduled during a school day, the representatives of the ASSOCIATION will be relieved from all regular duties without loss of pay, as necessary, in order to permit their participating in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure), for a school representative or other representative designated by the ASSOCIATION to investigate a grievance or attend a grievance meeting or hearing during a school day, he will, upon notice to his immediate superior, be released without loss of pay as necessary in order to permit participation in the aforementioned activities. Any administrator whose appearance as a witness in such investigations, meetings, or hearings is necessary will be accorded the same right. The ASSOCIATION agrees that these rights will not be abused.

D. DEDUCTIONS FOR PROGRAMS AND SERVICES

1. The COMMITTEE agrees to deduct from administrators' salaries, money for NEA and/or MTA services and programs as said administrators individually and voluntarily authorize the COMMITTEE to deduct, and to transmit the monies promptly to such association or associations. The procedures governing notification to the COMMITTEE, the frequency and manner of deduction, revocation of authorization, and the like will be similar to those set forth in Article XXIII regarding dues deduction, to the extent that those procedures are appropriate.

2. The ASSOCIATION agrees to and does hereby indemnify, defend and save the COMMITTEE harmless from and against any and all claims, demands, liabilities, lawsuits, or any other form of action arising from or related to any action taken by the COMMITTEE in reliance upon information furnished to the COMMITTEE by the ASSOCIATION for the purpose of complying with any provisions of this Article.

E. SCHOOL COMMITTEE AGENDA

A copy of the agenda for all COMMITTEE meetings shall be sent to the President of the PEAA at the same time as copies are sent to the Committee members.

F. SCHOOL COMMITTEE MINUTES

A copy of the official minutes of all COMMITTEE meetings shall be sent to the President of the PEAA when such minutes have been typed and entered into the official records of the SCHOOL COMMITTEE. Documents relating to all issues considered at COMMITTEE meetings shall be kept on file and made available for inspection upon request.

G. PLACING ITEMS ON THE SCHOOL COMMITTEE AGENDA

The President of the PEAA may request that an item be placed on the agenda of any regular COMMITTEE meetings provided that the COMMITTEE is given one (1) week's notice in writing and all material relating to the item in the possession of the PEAA is submitted with the request. A PEAA representative may speak to any agenda item as long as such request is made to the Chairman of the SCHOOL COMMITTEE prior to the official convening of the meeting.

H. SEVERANCE CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

I. SCHOOL COMMITTEE RESPONSIBILITIES HEREUNDER

This Agreement constitutes COMMITTEE policy for the term of said Agreement, and the COMMITTEE will carry out the commitments contained herein and give them full force and effect as COMMITTEE policy. The COMMITTEE will amend its administrative regulations and/or policy statements and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.

J. NEW POSITIONS

If, during the term of this Agreement, a new position is established, the COMMITTEE will promptly give the ASSOCIATION written notice of the proposed salary for each such position. If the ASSOCIATION objects to the proposed salary, it will, within ten (10) working days after receiving such notice, inform the COMMITTEE of its desire to negotiate regarding the proposed salary. Pending disposition of the dispute by negotiation, anyone occupying said position will be paid at the salary proposed by the COMMITTEE and where necessary, appropriate retroactive adjustments will be made.

K. PRIOR NOTICE OF REIMBURSEMENT FOR ADDITIONAL TASKS

The School Committee or the Director of Human Resources will extend prior notice to the PEAA President when a unit member accepts an additional task if:

1. Monetary value is \$5000 or more,
2. The work is beyond the normal work day,
3. The task was not posted so that other could apply, or
4. The appointment to perform the work or task does not appear in the School Committee's minutes or personnel report.

/

Article XXIX

No Strike**A. STRIKES PROHIBITED**

The parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or any interference or interruption of the operation of the School Department by any employees or the ASSOCIATION.

B. THIRD PARTY ACTIONS PROHIBITED

Nor shall there be any strike or interruption of work because of any disputes or disagreements between any other persons or any other employers, associations, federations or unions who are not signatory parties to this Agreement.

C. DISCIPLINARY ACTIONS

Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause, and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for in Article III of this Agreement.

Article XXX

Management Rights

A. SCHOOL COMMITTEE AUTHORITY

The parties agree that the operation of the School Department of Pittsfield, the supervision of the employees and their work are the right of the COMMITTEE alone. Accordingly, subject to the provisions of this Agreement, the making of reasonable rules to ensure orderly and effective work, to determine the quantity and types of equipment to be used; to introduce new methods and facilities; the making of work schedules; the determination of what and where duties will be performed; and of the employees' competency; the hiring, transfer, promotion, demotion, lay-off, recall, discipline or discharge of employees for just cause, are exclusive rights of the COMMITTEE.

B. FOREGOING NON-EXCLUSIVE ENUMERATION

The foregoing enumeration of the COMMITTEE'S rights shall not be deemed to exclude other rights not specifically set forth, the COMMITTEE therefore retaining all rights not otherwise specifically restricted by this Agreement.

Article XXXI

Non-Discrimination

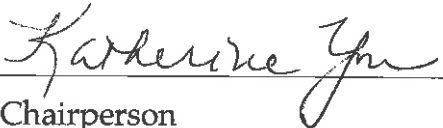
It is the policy of the Pittsfield Public Schools to abide by the letter and spirit of the laws of the Commonwealth and of the United States that guarantee the equal and unbiased treatment of all students, parents, and employees of the Pittsfield Public Schools. The General Laws cited in the policies generally require that no person be discriminated against in employment practices including, but not limited to, hiring, promotion, transfer, discharge, pay, fringe benefits, or access to educational programs and services on the basis of race, color, sex, religion, national origin, age, disability, sexual orientation, union activity, or gender identity

Article XXXII


Duration

The Agreement will be effective as of August 1, 2018, and will continue in full force and effect until July 31, 2021.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal this 28th day of November 2018.



Chairperson
Pittsfield School Committee



President
Pittsfield Educational Administrators'
Association

Appendix A
Administrators' Salary Scale

A. SALARY SCHEDULE

The following base salaries shall be established for those administrative personnel on the salary schedule. The numbers after each position description represent the number of days in each contract year that each administrator may be required to work without additional compensation.

<u>Effective August 1, 2018</u> Position	Hired Days	Step 1	Step 2	Step 3	Step 4	Step 5
Director of Curriculum	218	\$95,717	\$100,757	\$102,016	\$103,291	\$104,582
Curriculum Coordinator	218	\$86,165	\$90,698	\$91,832	\$92,980	\$94,142
Curriculum Coordinator / ELL	203	\$80,236	\$84,460	\$85,516	\$86,585	\$87,650
Curriculum Coord. Early Childhood	203	\$72,212	\$76,015	\$76,965	\$77,927	\$78,901
High School Vice Principal	203	\$82,604	\$86,952	\$88,039	\$89,139	\$90,253
Supervisor of Special Education	203	\$82,247	\$86,576	\$87,658	\$88,754	\$89,863
Middle School Vice Principal	193	\$76,941	\$80,993	\$82,005	\$83,030	\$84,068
Special Educational Psychologist	193	\$75,151	\$79,107	\$80,096	\$81,097	\$82,111
High School Dean of Students	192	\$73,061	\$77,056	\$78,019	\$78,994	\$79,982
Middle School Dean of Students	189	\$71,582	\$75,349	\$76,291	\$77,245	\$78,211
School Psychologist	193	\$68,449	\$72,049	\$72,950	\$73,862	\$74,785
School Adjustment Counselor	193	\$68,449	\$72,049	\$72,950	\$73,862	\$74,785
Director of ALC	224	\$80,072	\$84,285	\$85,339	\$86,406	\$87,486
Grants Coordinator	224	\$59,215	\$62,331	\$63,110	\$63,899	\$64,698
21 st Century Grant Coordinator	213	\$63,265	\$66,594	\$67,426	\$68,269	\$69,122
Director of Alternative Ed.	213	\$84,433	\$88,877	\$89,988	\$91,113	\$92,252
Elementary Dean of Students	213	\$73,040	\$76,884	\$77,845	\$78,818	\$79,803
Asst. Principal of Teaching/Elem.	213	\$76,941	\$80,993	\$82,005	\$83,030	\$84,068
Assessment Coordinator	193	\$59,215	\$62,331	\$63,110	\$63,899	\$64,698
Therapeutic Program Director	213	\$84,908	\$89,377	\$90,494	\$91,625	\$92,770
Intervention Imp. Coordinator	193	\$59,215	\$62,331	\$63,110	\$63,899	\$64,698
SPED Inst. & Accountability	203	\$76,500	\$80,526	\$81,533	\$82,552	\$83,584
Director of Social & Emotional Learning	218	\$95,717	\$100,757	\$102,016	\$103,291	\$104,582
Director of Teaching/Secondary	203	\$82,604	\$86,952	\$88,039	\$89,139	\$90,253

	Hired Days	Step 1	Step 2	Step 3	Step 4	Step 5
H.S.Vice Principal- R. Sabourin	203	N/A	N/A	\$88,905	\$90,016	\$91,141
Supervisor SPED- L. Steele	203	N/A	N/A	\$90,312	\$91,441	\$92,584
SAC- L. Herland	193	N/A	N/A	\$74,698	\$75,632	\$76,577
SAC- A. Couture	193	N/A	N/A	\$73,814	\$74,737	\$75,671
SAC- M. Bienvenue	193	N/A	N/A	\$75,605	\$76,550	\$77,507
SAC- K. Carlson	193	N/A	N/A	\$75,605	\$76,550	\$77,507
SAC- K. Dolan	193	N/A	N/A	\$75,605	\$76,550	\$77,507
SAC- C. Heath	193	N/A	N/A	\$75,605	\$76,550	\$77,507
SAC- M. Kamp	193	N/A	N/A	\$75,605	\$76,550	\$77,507
SAC- B. Kelley	193	N/A	N/A	\$75,605	\$76,550	\$77,507
SAC- C. Bardwell	193	N/A	N/A	\$75,605	\$76,550	\$77,507
SAC-C. Macros-Guerrero	193	N/A	N/A	\$75,605	\$76,550	\$77,507
SAC- N. Shepardson	193	N/A	N/A	\$75,605	\$76,550	\$77,507
School Psych.- M. O'Reilly	193	N/A	N/A	\$75,605	\$76,550	\$77,507

PLACEMENT ON SALARY SCHEDULE

1. All administrators shall have salaries determined by validated placement on the following salary scale:
 - STEP 1 The base salary of an administrator with less than one (1) year of experience as an administrator shall be ninety-five (95) percent of the salary of an administrator on Step 2.
 - STEP 2 The base salary of an administrator with at least one (1) year of experience as an administrator is listed in Section A.
2. No member of the bargaining unit will receive less compensation as a result of accepting a position in a classification whose maximum applicable step provides compensation at the same or higher rate of compensation.

3. For purposes of placement on the salary schedule, any Administrator employed between August 1 and February 1 of a contract year will be credited with one full year of experience upon completion of the work year in which they were hired.

ACADEMIC ACHIEVEMENT

1. Effective June 23, 2005, unit members who are receiving payment for degrees and also for the credit hours earned in pursuit of those degrees pursuant to the terms of the predecessor to these Agreements, shall continue to receive these double payments as set forth in Appendix A § C of that predecessor Agreement.
2. No person hired as a member of this unit on or after June 23, 2005, and no member of the unit as of June 23, 2005, who is not receiving double payment as of that date pursuant to Appendix A § C of the predecessor of these Agreements, shall receive payment pursuant to the predecessor Agreement's Appendix A § C. Effective June 23, 2005, all unit members except as excluded by paragraph one of this subsection shall be paid as follows for their post-master's degrees and post-master's earned graduate credits:
 - a. \$65/ credit hour for additional earned graduate credits;
 - b. \$4,000 for a second earned master's degree, with no payment for additional credits;
 - c. \$4,000 for an earned certificate of advanced graduate study (CAGS), with no pay for additional credits;
 - d. \$5,000 for an earned doctorate, with no pay for additional credits; and
 - e. \$9,000 cap for payment for additional degrees and credit hours, over base pay and longevity.

Appendix B

Notice of Resignation and Claim of Benefits Pursuant to Article XIV, Section C of the Agreement between the Pittsfield Educational Administrators' Association and the Pittsfield School Committee

I, (please print or type name)

hereby invoke Article XIV § B of the *Agreement* between the Pittsfield Educational Administrators' Association and the Pittsfield School Committee, and submit my resignation from the Pittsfield Public Schools, effective (please indicate date) _____, but not later than the day preceding the start of the next administrators' work year. In so doing I claim the benefit stated in Article XIV § B(1) that is due me upon my leaving said employment.

I hereby state that to the best of my knowledge I am eligible to retire under the rules of the Massachusetts Teachers Retirement Board, and that I have been continuously employed as an administrator in the Pittsfield Public Schools for not less than five full years prior to providing this notice.

I wish to receive payment of the sum provided during the month following my retirement

I recognize that, except under the conditions set forth in Article XIV § B(4) of the *Agreement*, my resignation will be effective on the date stated above, and may not be revoked.

SIGNATURE:

DATE:

Appendix C

Administrator Employment and Benefits Information

Demographic Information

Name _____
 Address _____
 City _____
 ST _____
 Zip _____
 Phone _____
 Birthday _____
 Soc Sec# _____

Salary Information

Step _____
 Base Sal _____
 Longevity _____

Other Compensation

Dept. Head _____
 Adjustments _____
 Total Salary _____

Longevity/ Certification DOE Certificate # _____

Starting Date _____

FTE _____

Other Certificates _____

New Certification Codes

Primary?	Date	Code	Long Code	Level
<input type="checkbox"/> Yes	_____	_____	_____	_____
<input type="checkbox"/> Yes	_____	_____	_____	_____
<input type="checkbox"/> Yes	_____	_____	_____	_____
<input type="checkbox"/> Yes	_____	_____	_____	_____
<input type="checkbox"/> Yes	_____	_____	_____	_____
<input type="checkbox"/> Yes	_____	_____	_____	_____

Health Information

Sick Days for [Academic Year] _____
 Health Plan/Type _____
 Life Insurance _____
 Additional Life _____
 Dental Insurance _____

Appendix D

Stipend to the Science Coordinator for Coordination of the Mathematics Curriculum
Memorandum of Agreement Between the Pittsfield School Committee and the
Pittsfield Educational Administrators' Association

A stipend of \$5,050 per contract year shall be paid to the Science Coordinator for any year that he/she is assigned responsibility for coordination of the district's mathematics curriculum. In the event that the Science Coordinator ceases to have such responsibility after the start of the contract year, then he/she shall receive the aforesaid stipend pro rata on the number of months in that year he/she has had responsibility for mathematics.

Chairperson

Pittsfield School Committee
 Association

President

Pittsfield Educational Administrators'

Date: _____

Appendix E

Supervisor of Elementary Reading and Library Media Programs

Memorandum of Agreement Between the Pittsfield School Committee and the
Pittsfield Educational Administrators' Association

The full-time position of Supervisor of Elementary Reading and Library Media Programs shall be added to the Administrators' unit effective August 1, 2000. The position shall be paid pursuant to the provisions of Appendix A, sections B and C, and all other pertinent provisions of the Agreement, as follows: for 2000-01, \$56,454; for 2001-02, \$58,712; for 2002-03, \$61,354. The work year for this position shall consist of 193 days.

Chairperson

Pittsfield School Committee
Association

President

Pittsfield Educational Administrators'

Date: _____

Appendix F

Stipend for Oversight of 504 Services

A stipend of \$4,000 per contract year shall be paid to the Unit Leader for SAC and Psychologists for any year that she is assigned responsibility for assisting the Superintendent or his/her designee with the oversight of 504 plans and consulting with school and district administrators with regard to 504 plans. In the event that the current Unit Leader leaves the position, or voluntarily resigns from these duties, or the district has a compelling need to replace her, the stipend will be posted as a one-year (annual) position. If the Unit Leader ceases to have such responsibility after the start of the contract year, then she shall receive the aforesaid stipend pro rata on the number of months in that year she has had responsibility for this work.

The stipend shall cover the following duties:

- Assist the Superintendent and his/her designees with providing district level training regarding legal requirements and district policies and procedures to comply with the requirements of Section 504 as mandated in the Federal Rehabilitation Act of 1973. This includes providing consultation to building principals and/or their designees either when requested or when compliance issues requiring remediation are identified. Principals would retain primary responsibility for monitoring Section 504 compliance in his/her building.
- Make recommendations to upper level administration regarding any procedural improvements necessary to enhance Section 504 plan implementation.
- Report any compliance or other procedural concerns directly to the Superintendent or his/her designee.
- Assist administrators in problem-solving issues of concern in specific student cases if the concern requires assistance beyond the building level staff in collaboration with the building principal.
- This position is not responsible for ensuring district or building compliance with Section 504.
- This position does not include routine attendance at individual student 504 eligibility or review meetings.

Appendix G

Stipend for Oversight of ASP Program

A stipend of \$3,229 per contract year shall be paid to the Supervisor of Special Education for any year that he/she is assigned responsibility for assisting the Superintendent or designee with the oversight of programming related to the District's ASP program. In the event that the current Supervisor of Special Education leaves the position, or voluntarily resigns from these duties, or the District has a compelling need to replace him/her, the stipend will be posted as a one-year (annual) position. If the Supervisor of Special Education ceases to have such responsibility after the start of the contract year, then he/she shall receive the aforesaid stipend pro rata based on the number of months in that year he/she has had responsibility for this work.

The stipend shall cover the following duties:

- Hiring, supervision and evaluation of ASP staff
- Attending monthly meetings with DMH to prioritize students for ASP services
- Developing the program schedule
- Providing professional development to staff to address the unique population of students
- Facilitating and chairing intake meetings with parents and agencies
- Supervising summer programming
- Administering the DMH grant
- Serving as the program administrator for issues including but not limited to student discipline, field trips, curriculum, facilities/operations, etc.

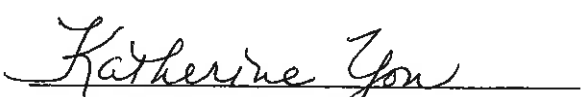
Appendix H


Stipend for the Title I Grant Coordinator

Memorandum of Agreement between the Pittsfield School Committee and the Pittsfield Educational Administrators' Association:

In recognition of a Grievance Settlement/MOA dated August 28, 2013 for the 2012-13 school year and continuing, a stipend of \$5,000 per contract year shall be paid to the Coordinator of Reading & Title I for any year that he or she is assigned responsibility for administering a Title I grant award so long as the grant proposal was approved by supervisors, the stipend for managing the grant was included in the District's proposal and was in fact received.

In the event that the Coordinator of Reading & Title I ceases to have responsibility for administering the Title I grant after the start of the contract year, then he or she shall receive the aforesaid stipend pro rata based on the number of months in the contract year that he or she has said responsibility.


Chair, Pittsfield School Committee


President
Pittsfield Educational Administrators

Dated: 1/12/2016

Dated: January 8, 2016.

Appendix I

Assistant Principal of Teaching and Learning

Memorandum of Agreement Between the Pittsfield Public School Committee and the Pittsfield Educational Administrator's Association

1. The full-time position of Assistant Principal of Teaching and Learning shall be added to the Administrator's unit effective August 1, 2016. The position shall be paid pursuant to the provisions of Appendix A, sections B and C, Article XXVII, section A, and all other pertinent provisions of the Agreement, as follows: for 2016-2017, Step 1 (95%) - \$75,804, Step 2 (100%) - \$79,796. The work year for this position shall consist of 213 days.
2. The parties agree to negotiate a job description for the position of Assistant Principal of Teaching and Learning consistent with this Memorandum of Agreement.

Katherine You

Chairperson

Pittsfield School Committee

Date: 8-1-16

[Signature]

President

Pittsfield Educational Administrator's Association

Date July 28, 2016

Appendix J

Director of Social Emotional Learning and Student Support

Memorandum of Agreement Between the Pittsfield Public School Committee and the Pittsfield Educational Administrator's Association

1. The full-time position of Director of Social Emotional Learning and Student Support shall be added to the Administrator's unit effective August 1, 2018. The position shall be paid pursuant to the provisions of Appendix A, sections B and C, Article XXVII, section A, and all other pertinent provisions of the Agreement, as follows: for 2018-2019, Step 1 (95%) - \$95,717 and Step 2 (100%) - \$100,757. The work year for this position shall consist of 218 days.

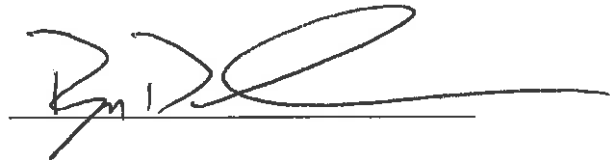
2. The parties agree to the attached job description for this position consistent with this Memorandum of Agreement.



Chairperson

Pittsfield School Committee

Date: 9/12/18



President

Pittsfield Educational Administrator's Association

Date 9/12/18

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1)

Purpose of Educator Evaluation

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

2) Definitions

- A) **Administrator:** Inclusive term that applies to all Administrators covered by this article, unless otherwise noted. Administrators may include individuals who serve in positions involving teaching and other direct services to students.
- B) **Artifacts of Professional Practice:** Products of an Administrator's work and staff and student work samples that

demonstrate the Administrator's knowledge and skills with respect to specific performance standards.

- C) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Administrative Leadership Practice (603 CMR 35.04). Complaints that **have** not been shared with an Administrator within **ten (10) days** shall not be used in their evaluation, unless by mutual agreement. _
- D) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- E) **Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Administrator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the New Administrator and the Evaluator for one school year.
 - 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 **ninety (90)** instructional days and no more than one school year, but **at a minimum a** for the length of time it would reasonably take to complete **the** 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. In those cases where an administrator is placed on an improvement plan due to overall unsatisfactory performance as the result of a formative evaluation or summative evaluation on a self-directed growth plan, the improvement plans shall be one full school year in length.
- F) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- G) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- H) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Administrator will have one primary Evaluator at any one time responsible for determining performance ratings.

-
- i) **Primary Evaluator** shall be the person who determines the Administrator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Administrator's progress through formative assessments, evaluating the Administrator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Administrators Assigned to More Than One Building:** The superintendent or designee will determine who the primary evaluator is for each Administrator who is assigned to more than one building.
 - iv) **Notification:** The Administrator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Administrator.
- I) **Evaluation Cycle:** A five-component process that all Administrators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - J) **Experienced Administrator:** An administrator who has completed three school years in the same position in the district.
 - K) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
 - L) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take

place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

- M) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Administrator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative Leadership Practice, or both.
- N) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator Plan. A goal may pertain to any or all of the following: Administrator practice in relation to Performance Standards, Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Administrators, by the Evaluator, or by teams, departments, or groups of Administrators who have the same role.
- O) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- Q) **New Administrator:** An administrator who has not completed three years in the position in the district.
- R) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An

observation may occur in person 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.
 - **Proficient:** the Administrator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - **Needs Improvement:** the Administrator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be

unsatisfactory at this time. Improvement is necessary and expected.

- **Unsatisfactory:** the Administrator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Administrator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

- U) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.04.
- V) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **Rating of Administrator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Administrator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by May 2013.
- X) **Rating of Overall Administrator Performance:** The Administrator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Administrator's performance against the four Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan, as follows:
- i) **Standard 1:** Instructional Leadership
 - ii) **Standard 2:** Management and Operations

-
- iii) **Standard 3: Family and Community Engagement**
 - iv) **Standard 4: Professional Culture**
 - v) **Attainment of Professional Practice Goal(s)**
 - vi) **Attainment of Student Learning Goal(s).**

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

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

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

Z) Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes

the Evaluator's judgments of the Administrator's performance against Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan.

- AA) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- BB) **Trends in student learning:** At least two years of data, but three years where available from the district-determined measures and state assessments used in determining the Administrator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment or RETELL 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 any duration.
 - ii) Examination of Administrator work products.
 - iii) Examination of student and educator work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Administrator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plan, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);

-
- iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Administrator. Other relevant evidence could include information provided by other administrators, principals and/or the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Administrator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties shall adopt rubrics created by DESE. The parties shall determine the appropriate DESE created rubric for each of the administrative positions.

5) Evaluation Cycle: Training

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

6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
- i) The evaluation cycle begins with the Administrator completing and submitting to the Primary or Supervising Evaluator a self-assessment by September 10th or within two weeks of the start of their employment at the school.
 - ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).

(c) Proposed goals to pursue:

- (1) At least one goal directly related to improving the Administrator's own professional practice.
- (2) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Administrators must consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams, or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. Administrators may meet with teams to consider establishing team goals. 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 October 1 (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after October 1) to assist the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that a New Administrator in his/her second or third years in the current position should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, they may address appropriate shared team goals.
- iv) For Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Administrators may include individual professional practice goals that address enhancing skills that enable

the Administrator to share proficient practices with colleagues or develop additional leadership skills.

- v) For Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

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

- A) Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Administrators, by the Evaluator, or by teams of Administrators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Administrator has proposed in the Self-Assessment, using evidence of Administrator performance and impact on student learning, growth and achievement based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator. The process for determining the Administrator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

-
- C) Educator Plan Development Meetings shall be conducted as follows:
- i) Administrators meet with the Evaluator at the end of the previous evaluation cycle or by September 15th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
 - ii) For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by October 1 or within three weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
- D) The Evaluator completes the Educator Plan by October 1st. The Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Administrator's signature indicates that the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator Plan.

9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – New Administrators

- A) New Administrators in the first year in a position shall have at least four unannounced observations during the work year.
- B) In their second and third years in the position, Administrators shall have at least three unannounced observations during the work year.

10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Experienced Administrators

- A) The Administrator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Administrator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Administrator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) Observations

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

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

- A) Unannounced Observations-- at least one is required within each evaluation cycle
 - i) Unannounced observations of at least ten (10) minutes in duration may be in the form of a school site or work site
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.
- iii) The Evaluator shall make his/her presence known verbally or visually when they are conducting the evaluation.

B) **Announced Observations** –The Evaluator is not required to conduct an announced observation(s) unless the Administrator is on an Improvement plan, or if the Evaluator includes announce observation(s) as part of a Directed Growth plan or Developing Educator Plan. In the former case, at least one announce observation is required; in the latter case more than one may be required as defined in the Plan.

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

Evaluator in writing of the nature of the activity, the purpose served, the desired outcome, and any other information that will assist the Evaluator to assess performance

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

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- (3) Identify support and/or resources the Administrator may use in his/her improvement.
 - (4) State that the Administrator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Administrators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms and administrative worksites. Evaluators are expected to give targeted constructive feedback to Administrators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Administrative Leadership Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Administrator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Administrator, the Administrator shall provide to the Evaluator evidence of family

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

- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Assessment Report.
 - F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Administrator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face or by email. The Administrator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
 - G) 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.
 - H) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
 - I) 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 Education 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.
- 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 Administrators mailbox.
- 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.

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- 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 Assessment report differs from the last Summative rating the Administrator received, the Evaluator may place the Administrator on a different Education 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.

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- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
 - F) To be rated proficient overall, the Administrator shall, at a minimum, have been rated proficient on the Instructional Leadership Standard of Effective Administrative Leadership Practice.
 - G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Administrator, the Administrator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.
 - H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
 - I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face, by email or to the Administrator's school mailbox or home no later than May 20.
 - 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.

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- 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 development and

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

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

16) Educator Plans: Developing Educator Plan

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

17) Educator Plans: Self-Directed Growth Plan

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

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

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

19) **Educator Plans: Improvement Plan**

- A) —An Improvement Plan is for those Experienced Administrators whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide effective leadership for students, staff and the community and provide students with the best instruction, it may be necessary from time to time to place an Administrator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than **ninety (90)** instructional days and no more than one school year, for the amount of time necessary to complete the goals of the plan. In the case of an Administrator receiving a rating of unsatisfactory near the close of one school year, the

Improvement Plan may include activities that occur during the summer before the next school year begins.

- C) The Evaluator must complete a summative evaluation for the Administrator at the end of the period determined by the Evaluator for the Plan.
- D) An Administrator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Administrator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Administrator must take to improve and the assistance to be provided to the Administrator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Administrator that the Administrator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Administrator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Administrator.
 - ii) The Administrator may request that a representative of the 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.

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- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Administrator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Administrator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Administrator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Administrator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Administrator. The Administrator's signature indicates that the Administrator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Administrator's status at the conclusion of the Improvement Plan.

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- i) All determinations below must be made no later than June 15th. One of three decisions must be made at the conclusion of the Improvement Plan:
- (a) If the Evaluator determines that the Administrator has improved his/her practice to the level of proficiency, the Administrator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is making substantial progress toward proficiency, the Evaluator shall place the Administrator on a Directed Growth Plan.
 - (c) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.
 - (d) If the Evaluator determines that the Administrator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.

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

Activity:	Completed By:
Superintendent meets with evaluators and administrators to explain evaluation process	<i>Start of school year, but no later than September 15</i>
Evaluator meets with first-year New Administrators to assist in self-assessment and goal setting process Administrator submits self-assessment and proposed goals	October 1 October 8
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)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Administrator	December 1
Evaluator should complete mid-cycle Formative Assessment Reports for Administrators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Administrator	February 15
Administrator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	May 1*

*or 4 weeks prior to Summative Evaluation Report date established by evaluator	
Evaluator completes Summative Evaluation Report	May 20
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

A) Experienced Administrators on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	May 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 1 of Year 2
Administrator signs Summative Evaluation Report	June 15 of Year 2

B) Educator Administrators on Plans of Less than One Year

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

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A supervisor considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The supervisor's decision is subject to review and approval by the superintendent.
- B) 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.
- 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

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- 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.