

**AGREEMENT**

**Between**

**CHELSEA SCHOOL COMMITTEE**

**And**

**CHELSEA ADMINISTRATORS' ASSOCIATION**

**JULY 1, 2019 to JUNE 30, 2020**

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**AGREEMENT**

**CHELSEA SCHOOL COMMITTEE**  
**AND**  
**CHELSEA ADMINISTRATORS' ASSOCIATION, UNIT B**

**PREAMBLE**

In consummating this Agreement, it has been the purpose of the parties to continue their harmonious relationship, to promote mutual cooperation and understanding, to formulate rules, to define and resolve the property interest of Administrators in their rights of compensation, hours and conditions under which they perform their duties, all with a goal of providing education of the highest possible quality to the children attending Chelsea Public Schools.

The parties acknowledge that:

1. The School Committee, elected by the people of the City of Chelsea, has complete authority over, and responsibility for, policies and administration of schools which it exercises under law.
2. The Superintendent of Schools of Chelsea School Department (hereinafter referred to as the "Superintendent") is responsible to the School Committee for carrying out the policies established by the School Committee and for the administration of the Chelsea School Department.
3. The Administrators of the Chelsea School Department are responsible for providing education of the highest possible quality consistent with the policies, rules and regulations established by the School Committee and the Superintendent.
4. The fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the School Committee, the Administrators, the Superintendent and the professional teaching staff in the formulation and application of policies relating to compensation, hours and other conditions of employment.

## **ARTICLE I**

### **RECOGNITION**

- A. The School Committee of the City of Chelsea (hereinafter sometimes referred to as the “Committee”) recognizes the Chelsea Administrators' Association/MTA (hereinafter sometimes referred to as the “Association”) for the purposes of collective bargaining under Chapter 150E as the exclusive bargaining agent for a unit of professional employees, licensed as required by the Massachusetts Department of Education, of the Committee hereby designated “Administrators” excluding the Superintendent, all Deputy, Associate and Assistant Superintendents, Principals, and School Business Managers. Said recognition is for the following unit of employees: Assistant Principals, Academic Directors and Academic Coordinators.
- B. Except as specifically abridged, delegated, granted or modified by this Agreement or any supplement thereto or by Chapter 150E of the General Laws of Massachusetts, all of the rights, powers, and authority held by the Committee prior to the effective date of said Agreement are retained by the Committee and the exercise of said rights, powers and/or authority shall not be subject to the grievance procedure and/or arbitration.
- C. The parties further agree that nothing in this Agreement should be construed to limit the school principal's authority to take personnel actions in accordance with the provisions of the Education Reform Act.
- D. All notices, demands, grievances, or other documents to be served upon, or delivered to the School Committee will be delivered in a timely fashion to the Superintendent of Schools.

## **ARTICLE II**

### **TITLE AND COMPENSATION**

#### Section A: Title and Compensation

Effective on July 1, 2019, increase all annual salaries in the amount of 2.25%.

#### **CHELSEA ADMINISTRATORS ASSOCIATION**

#### **AMENDED SALARIES**

**July 1, 2019 – June 30, 2020**

Each position represented by the unit shall be categorized and compensated as follows:

Title	Step 1	Step 2	Step 3
Director 220	120,216	123,221	126,302
Director 215	117,484	120,422	123,431
Director 205	112,020	114,821	117,691
AP CHS 220	120,216	123,221	126,302
AP - 205	108,114	110,817	113,586
Coordinator 205	101,800	103,836	106,954
Coordinator 215	106,765	108,901	112,170
Coordinator 220	109,248	111,433	114,779

Any employee on Step 1 shall move to Step 2 effective July 1 after spending one school year on Step 1. Any employee on Step 2 shall remain on Step 2 until completing three school years on that Step and shall move to Step 3, effective July 1 following such completion.

The Superintendent at his/her sole discretion may give credit for prior experience as an administrator when establishing an employee's initial placement on the salary schedule.

#### B. Performance Evaluations

Each administrator will be evaluated annually, consistent with the timeline and procedures for performance evaluations of Chelsea Administrators as noted in the appendix.

For each school year the Superintendent shall select a minimum of ten (10) of the thirty-three (33) Elements, including a minimum of one Element from each of the four (4) Standards, to be given particular priority during the evaluation process on a district-wide basis during the year. In addition, the Student Learning Indicator set forth in the Memorandum signed August 2017 will be implemented throughout the District. Each Principal may have the option of selecting an additional five (5) Elements to be given priority on a school-wide basis during the year. The Superintendent and Principal, as applicable, will notify all educators and evaluators of the Elements selected for priority during the year no later than the first day of school. The number of elements shall be equal in each school.

### **C. Payment of Salaries**

Administrators shall be paid every other Friday during the calendar year and will be in the amount of one/twenty-sixth of their annual pay.

### **D. Work Year**

The work year for each bargaining unit member shall be as follows.

<u>Title</u>	<u>Work Year</u>
Director of English Learners' Services	220 days
Director of Outreach Services	220 days
High School Assistant Principal	220 days
Director of Technology	220 days
Director of After School Programs	215 days
Director of Title I	205 days
Director of Literacy	205 days
Elementary/Middle School Assistant Principals	205 days
Coordinators	205 days
Coordinators	215 days
Coordinators	220 days

1. Absence from Work - Unit members are encouraged to self-schedule their work calendars subject to approval and modification by the School Principal, where applicable, and in all cases the Superintendent. Unit members are expected to work on all days that school is in session with the exception of the leaves provided for in Article III - Leaves of Absence. Unit members are also expected to work five days immediately preceding the beginning of the school year and five days immediately following the completion of the school year, as the School Principal or Superintendent deems necessary. Any exceptions to the above require the prior approval of the Superintendent.

The Superintendent, at his/her sole discretion may permit each employee to work from home for three days per year.

2. With prior approval of the Superintendent of Schools, bargaining unit members who are required to work in excess of the negotiated work year shall receive per diem compensation based on the work year specified for the position. By mutual agreement of the parties, the work year for any position may be reduced with a commensurate pro-rated reduction in compensation.

## E. Other Compensation

### 1. Pension Plan

It is recognized that under the laws of the Commonwealth that permanently appointed administrators must become members of the contributory retirement system. Retirement benefits are based on the criteria established by the Commonwealth of Massachusetts.

### 2. Severance Pay

Upon retirement or death, administrators or their estates may redeem up to 135 days of their unused accumulated sick leave in cash, at a rate of \$85.00 per diem

## F. Longevity

Longevity increment shall be granted for the completion of full work years of service as a regularly appointed administrator of the Chelsea School System with payment added to the base at the beginning of the work year based upon the following schedule:

<u>2019-2020</u>	
After 8 years	\$1,600
After 11 years	\$2,200
After 15 years	\$2,700
After 20 years	\$3,100

Subject to the approval of the Superintendent, employees may apply for staff positions for the Intergenerational Literacy Program and Community Schools and may participate in other activities/programs and may receive compensation therefore, provided that the position or activity does not interfere with their daily responsibilities as an administrator in the District. The Superintendent's approval under this provision shall be at his/her sole discretion.

## **ARTICLE III**

### **LEAVES OF ABSENCE**

#### A. Sick Leave

##### 1. Sick Leave Accrual

- a. Every member of the bargaining unit shall be entitled to an annual leave of seventeen (17) days each fiscal year, without loss of pay for absences due to personal illness, injury or disability. Sick leave will be pro-rated for any person who is hired after the start of the work year. The maximum accumulation of unused sick days shall not exceed the number of days of each employees negotiated work year including any mutually agreed reductions in effect per Article II, Section D, Paragraph 2.
- b. All sick leave accumulated by a bargaining unit member, as an employee of the Chelsea School Department, prior to entering the bargaining unit, shall be credited to the employee's total accumulation. However, if such employee has accumulated sick leave in excess of the days of the negotiated work year, the employee's annual leave days shall not accumulate so long as the employee's sick leave balance exceeds the number of days in the employee's negotiated work year.
- c. The annual entitlement of seventeen days must be exhausted prior to drawing upon accumulated sick leave.
- d. Utilization

In addition to personal illness or injury, sick leave may be utilized for the following purposes:

- (1) Sick leave may be used for the care of an ill immediate family member (the administrator's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, or father-in-law) who resides in the same household as the administrator, of up to seven (7) consecutive days and no more than fourteen (14) in a given year.

To the extent possible, medical treatments shall be scheduled outside of working hours. With the exception of emergencies, prior approval by the administrator's supervisor is required for medical treatment scheduled during working hours. Time spent for emergency medical treatment or medical treatments during working hours approved in advance may be charged to sick leave.

- (2) Any other reason approved by the Superintendent.

e. Unpaid Leave

Any administrator whose personal illness extends beyond the period compensated will be granted an unpaid leave of absence for such time as it is necessary for complete recovery up to one (1) year. The Superintendent at his/her discretion may extend this period.

2. Sick Leave Bank

Administrators will be entitled to participate in a sick leave bank to be compiled by members of the employee's bargaining unit and administered by the employee's bargaining unit.

Terms of said sick leave bank will be mutually agreed upon by the employee's bargaining unit within a reasonable amount of time following implementation.

Upon retirement or death, administrators may donate such unused sick leave as they wish to the sick leave bank.

3. Sick Leave Buy Back

An administrator who has an accumulated sick leave balance of at least fifty-one (51) days at the end of a school year, shall be entitled to buy back up to five (5) sick days for that year according to the following chart:

<u>Days Absent</u>	<u>No. of days eligible to buy back</u>	<u>Amount</u>
0	5	\$1,500.00
1	4	\$1,000.00
2	3	\$ 800.00
3	2	\$ 600.00
4	1	\$ 400.00

It is understood that days absent includes days charged to sick leave, including those in paragraph 3B, but the above is exclusive of any donation to the Sick Leave Bank

B. Personal and Religious Days

Each Administrator shall receive 3 days annually for personal leave and 3 days annually for religious leave. Any 2 of those 6 days shall not be charged to accumulated sick leave. Religious leave may be used for observance of religious holidays. Personal leave may be used for personal emergency but not for personal convenience. Emergency may be interpreted to include such cases as home exigencies, quarantine by order of the Health Department, serious illness of a member of the Administrator's immediate family or permanent household which requires the personal care of the Administrator, or for required appearance in court not including jury duty.

Personal leave and religious leave will be pro-rated for any person who is hired after the start of the work year and for any person whose work year schedule is defined as less than a full work year.

The employer expects administrators to use personal days only for the reasons included in the first paragraph of this section.

Employees must make timely requests for such leave on the form prescribed by the School Department. In cases of exigencies known in advance, request for such leave should be made not less than two working days in advance. All requests for personal leave shall be answered within two working days following receipt of the request.

Use of personal days will not be allowed immediately preceding or immediately following a scheduled vacation or holiday period except in cases deemed to be an emergency by the Superintendent.

**C. Funeral Leave**

1. Administrators will receive up to five (5) days off with pay in the case of a death in the immediate family. The term immediate family means the administrator's spouse, child, father, mother, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, or any relative residing in the same household.
2. An absence of one day with pay will be granted in the case of a death of an administrator's aunt, uncle, niece, nephew, or person of like relationships in-law, including a grandparent of the administrator's spouse, a brother-in-law or a sister-in-law.

**D. Approved Leave**

Administrators absent from duty with prior approval from the Superintendent or Principal, where appropriate, for reasons other than those previously stated shall receive full pay during their absence.

**E. Quarantine**

Administrators absent due to quarantine by authorized persons shall not have such absence considered as sick leave or as personal days and shall receive full pay.

**F. Temporary Leave**

Administrators will be entitled to temporary leave of absence with pay for time necessary for appearance in any legal proceedings connected with the administrator's employment.

**G. Maternity/Parental/Adoptive Leave**

1. Parental leaves will be granted to employees in accordance with the Massachusetts Maternity Leave Act at MGL Chapter 149, Section 105D (MMLA) and the Family Medical Leave Act (FMLA).
2. An employee who wishes to take leave under this section shall inform the Superintendent in writing on an approved form of the anticipated date of departure at least four (4) weeks in advance. (In the event of notification by an appropriate agency of an adoption date less than four (4) weeks in advance, the notice date will be adjusted

accordingly.) At the time of the notification, the employee will select one of the following two (2) options, to the extent eligible:

**Option A – Statutory Leave:** Unpaid Massachusetts Maternity Leave (MGL Chapter 149, Section 105D) or unpaid leave under the Family Medical Leave Act Leave. Employees who are adopting or otherwise taking maternity/paternity leave without giving birth may substitute ten (10) workdays of paid leave, to be deducted from accumulated sick leave, so long as taken consecutively immediately before or following the date of birth or adoption. An employee who is pregnant or giving birth may substitute her accumulated personal sick leave to cover days during the school year when she is medically incapacitated from working as an administrator. An employee who gives birth is presumed to be medically incapacitated from working as an administrator for eight weeks immediately following the birth. The Superintendent may require an employee to submit adequate evidence of medical incapacity for any other period of disability relating to pregnancy/childbirth. The duration of Statutory Leave shall not exceed eight (8) weeks (or in the case of FMLA leave, twelve (12) weeks) from the date of the leave's commencement.

**Option B – Extended Leave for Employees who have served as a supervisor within the District for three consecutive years or who otherwise have Professional Teacher Status:** Unpaid extended leave through the end of the school year in which approved Statutory Leave concludes.

3. At the time the employee requests and is granted his/her leave, the anticipated date of return shall be specified. In the event employee is unable to return on the specified date of return, the employee must submit a written request for additional leave to the Superintendent at least one week in advance. Absent the request for and the granting of additional authorized leave, the employee's failure to return on the specified date shall be deemed a voluntary resignation not subject to the grievance procedure.
4. An employee returning from a maternity/parental/adoptive leave of absence will be returned to his/her previous position or a substantially similar position and will retain the seniority held at the time the leave became effective. A year in which the employee served one-half or more of the year in which the leave was granted shall count as a year of service for the purpose of placement on the salary schedule.

#### H. Commencement Leave

1. An administrator may be granted leave of absence with pay for one (1) day to attend commencement exercises at which he/she will be awarded a degree or professional diploma in education. An administrator may be granted leave of absence with pay for one (1) day to attend graduation exercises at which a member of his immediate family will be awarded a degree or diploma which represents the completion of at least two (2) years of post high school study. Such absence will be deducted from the annual and/or cumulative sick leave.
2. For the purpose of this regulation, immediate family is defined as father, mother, husband, wife, son, daughter, sister and brother.

## I. Sabbatical Leaves

1. Sabbatical leave, subject to budget and availability of funds, shall be granted by the Superintendent in cases where such leave will improve the future administration of the Chelsea Schools.
2. Regularly appointed members of the administrative staff who have given seven (7) school years of uninterrupted service in Chelsea prior to the proposed sabbatical leave shall be eligible for such leave.
3. No more than two members of the administrative staff shall be granted simultaneous sabbatical leave. Length of prior service, the nature of the plan proposed for sabbatical leave and the order in which requests are filed will be considered.
4. Sabbatical leave shall be granted for either one-half or one full school year only.
5. An administrator absent on sabbatical leave shall receive the full salary he would ordinarily be entitled to on the date which that leave begins.
6. Any administrator granted a leave of absence for either a half or a full year for sabbatical purpose shall, prior to the granting of such leave, sign a written agreement with the Superintendent of Schools that, upon termination of the sabbatical period, he will return to service in Chelsea for a period twice the length of such leave and in the default of completing such service, will refund to Chelsea the amount of salary received by him while on leave.
7. Application for sabbatical leave shall be made on a form furnished by the Superintendent. A statement of the plan for the sabbatical period shall be submitted.

All applications for leave starting in September shall be filed not later than March 1 preceding, and applicants shall be advised of the Superintendent's decision on or before April 15 preceding the proposed September leave.

All applications for leave starting in February shall be filed not later than the preceding October 1 and applicants shall be advised of the Superintendent's decision on or before the November 15 preceding the proposed February leave.

8. Budgetary provision for tentative sabbatical leave, scheduled to begin in September or February shall be provided in the budget covering those calendar periods.
9. When an administrator is on sabbatical leave, the period of such leave is to be counted as experience in Chelsea for salary schedule purposes.
10. Upon returning from sabbatical leave, an administrator is to be guaranteed restoration at least equal to the position he held at the beginning of that leave.

## J. Jury Duty

Jury duty leave shall be granted under the provisions of Massachusetts General Laws, Chapter 234A, Section 48. Any employee who is called to jury duty shall have his or her salary paid by

the School Department for all days served. The employee shall remit to the School Department any fees received for performing jury duty.

The employee must submit court provided documentation of attendance to their immediate supervisor within fourteen (14) days (or the next work day following receipt if later than the fourteenth day of return to work).

**K. Military Reserve Leave**

The Superintendent of Schools shall continue to exercise his discretion in considering the request of any administrator who is a member of a reserve component of the Armed Forces of the United States in accordance with Section 59 of Chapter 33 of the General Laws for a leave of absence without loss of pay during the time of his annual tour of duty of such reserve component.

## **ARTICLE IV**

### **FRINGE BENEFITS**

#### **A. Workers' Compensation**

Administrators shall be included under the provisions of Workers' Compensation Law. The Administrator may use a proportionate share of his accumulated sick leave in order to receive full compensation during the period upon which he is receiving Workers' Compensation.

1. Employees who incur job-related illness or injury shall promptly file a written report, prescribed and provided by the School Department, of such illness or injury with their supervisor. An employee, who is injured in the course of employment and is sent home or to a medical facility, shall receive pay for the balance of the day of the injury. Time lost during statutory waiting period (5 days) in which no Workers' Compensation weekly disability benefits are permissible may be paid by applying accrued sick leave.
2. Time lost after statutory waiting periods have been satisfied shall be paid for as provided under the Massachusetts Workers' Compensation laws (currently 60%) Employees may elect to use partial accrued sick leave days (40%) to supplement Workers' Compensation weekly disability benefits to the extent total compensation received does not exceed their regular pay.

#### **B. Liability Coverage**

The School Committee agrees to request of the City to continue to extend coverage to administrators under the City's insurance policy for Department Heads.

#### **C. Health and Life Insurance**

1. The health care coverage, (or equivalent coverage), including the life and dismemberment coverage, in force on the effective date of this Agreement shall remain in force and effect for the duration of this Agreement, unless changed by mutual agreement.
2. The City agrees, however, notwithstanding the foregoing, to assume and pay no less than seventy percent (70%) of the premium for health care coverage under the PPO plan, eighty percent (80%) of the premium for the HMO plan, and fifty percent (50%) of the contributory premium for the life insurance. The City further agrees that any improvement in said health care coverage and/or life insurance coverage and the City's contributory rate thereto which is granted to any person or persons in the employ of the City immediately will accrue to the members of this bargaining unit.
3. The School Department will deduct the employee share from payroll checks of participating members on receipt of proper authorization.
4. On the date of retirement, coverage under the City's health insurance plans may be continued through local group insurance in accordance with MGL Chapter 32b.

5. It is agreed that should any changes occur in the statutes or city ordinances affecting health and welfare plans or should any changes be mandated by law, this agreement will be immediately reopened for negotiations on this subject.
6. The City shall provide for payroll deductions for a dental program to be fully paid by the participating bargaining unit members.

D. Tax-free Annuity

Deductions for tax-sheltered Annuities will be allowed on a twelve-month basis.

## **ARTICLE V**

### **WORKING CONDITIONS**

#### **A. Personnel Files**

1. An administrator shall receive, as a matter of course, within five school days, a copy of any derogatory communication received in which the administrator is named or identified in any manner, whether said communication is signed or unsigned.
2. No unsigned communication shall become part of the administrator's personnel file. Signed communication shall not be added to the file until the addition of such material is deemed to be appropriate by the Superintendent. The final decision of what will be added to the administrator's file shall be made by the Superintendent. However, an administrator shall have the right to respond in writing to any item contained in the personnel files. The responses shall be attached to and made part of the original.
3. If the administrator's personnel file is reviewed for any reason, the name of the reviewer, date reviewed, and reason for the review shall be affixed to the file and a copy sent to the administrator. Excluded from this provision are the Superintendent of Schools, all Deputy, Associate and Assistant to the Superintendents, Executive Director for Finance and Administration and Personnel Director.
4. Material relating to an administrator's role in processing of grievances as grievant, advocate or witness shall not be placed in an administrator's personnel file. Material relating to grievances shall be maintained in separate Grievance Files.
5. An administrator shall have the right to submit any pertinent employment related material for inclusion in the employee's own personnel file. Upon written request the employee shall have the right to review, and to reproduce any material contained in the school department personnel file. With the employee's approval, the employee's designated association representative shall have the right to review the file.
6. Pursuant to applicable state law, employee's medical records will not be kept in the personnel file.

#### **B. Communication and Participation**

As professionals, administrators are expected to maintain appropriate communication with teachers, parents, and other professional colleagues. Administrators are expected to exercise professional judgment in maintaining an appropriate level of communication and participation. To the extent possible, adequate notice of requests for attendance at meetings will be given.

**C. Professional Consultation**

The parties recognize that the success of the Chelsea schools, the successful implementation of this agreement and the enhancement of the status of administrators requires the readiness of both parties to confer about proposed actions or potential problems. Therefore, the Chelsea Administrators' Association, as the sole and exclusive representatives of the employees in the bargaining unit, and the School Committee agree to establish regular consultation sessions where representatives of either party may raise issues relating to the implementation and administration of this agreement, and to resolve potential problems at the earliest possible time. The frequency of such meetings shall be determined by mutual agreement of the parties.

**D. School Calendar**

Consultation with the Administrators' Association will be sought regarding the school calendar.

## ARTICLE VI

### GRIEVANCE AND ARBITRATION

#### A. Grievance Procedure

1. A “grievance” is hereby defined to mean a complaint by an administrator or a group of administrators based on an alleged violation of this Agreement, or a dispute involving the meaning, interpretation, or application thereof.
2. Failure at any step of this procedure to communicate the decisions of a grievance within the specified time limits to the aggrieved employee and to the chairman of the Professional Negotiations Committee shall permit the aggrieved party or parties to proceed to the next step.
3. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.
4. A grievance that affects a group or class of administrators may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
5. If any employee covered by this Agreement shall present any grievance without representation by the administrators, that disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The administrators shall be permitted to be heard at each level of the procedure under which the grievance shall be considered, unless it be of a personal nature.
6. Level One: An informal settlement between the administrator and his immediate superior will be attempted.

Level Two: An administrator with a grievance, with or without the chairman of the Professional Negotiations Committee or its designee, shall present the grievance to his immediate superior in writing within five (5) school days of the occurrence of the event upon which the grievance is based.

Level Three: (a) In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or in the event that no decision has been reached within five (5) school days after presentation of the grievance to the immediate superior, the grievance shall, within an additional five (5) school days, be referred to the Superintendent of Schools. (b) The Superintendent or his designee shall represent the Committee at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent, he shall meet with the aggrieved employee and the said chairman in an effort to settle the grievance.

Level Four: In the event that the grievance shall not have been disposed of at Level Three or in the event that no decision has been rendered within five (5) school days after the Level Three meeting, the grievance shall be referred in writing to the Committee. Within ten (10) school days thereafter, the Committee shall meet with the Professional Negotiations Committee in an effort to settle the grievance.

Level Five: In the event that the grievance shall not have been satisfactorily disposed of at Level Four, or in the event that no decision has been rendered within ten (10) school days after the Level Four meeting, the administrators may within five (5) school days refer the unsettled grievance to arbitration. The arbitrator shall be selected by an Agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its Rules and Regulations.

The arbitrator shall be without power or authority to make any decision either prohibited by law, or to add to, alter, or modify this Agreement.

The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issue submitted. This decision shall be final and binding on the parties. The costs for the services of the arbitrator shall be borne equally by the Committee and the Administrators.

## **ARTICLE VII**

### **VACANCIES, PROMOTIONS AND TRANSFERS**

Known administrative vacancies, such as those caused by retirement, by the creation of a new position or by the building of a new school, should be published widely in and out of the Chelsea School System for a minimum of two (2) weeks. Qualifications, duties, and compensation should be clearly stated in the published material. The Superintendent of Schools agrees to give consideration to the professional background and qualifications when administrators from within the system apply for another administrative opening.

Transfers - Although the Superintendent and the Administrators recognize that some transfer of administrators from one school to another is unavoidable, they also recognize that frequent transfer is disruptive of the educational process and interferes with optimum performance.

Therefore, they agree as follows:

1. When feasible, volunteers will be transferred first.
2. When involuntary transfers are necessary, administrator's professional background and other qualifications will be considered in determining which administrator is to be transferred. Administrators being involuntarily transferred will be transferred where possible to a comparable position.

An involuntary transfer will be made only after a meeting between the administrator involved and the Superintendent, at which time the administrator will be notified of the reason for the transfer.

3. Notice of the transfer will be given to administrators as soon as practicable and under normal circumstances not later than June 1, except in cases of an emergency nature.

## **ARTICLE VIII**

### **PROFESSIONAL DEVELOPMENT**

#### **A. In-Service Training**

The Chelsea School Department shall continue to provide 100% payment of courses taken by administrators for professional improvement. Courses for which reimbursement is sought shall be subject to prior approval by the Superintendent whose judgment is final.

1. The administrator may apply for tuition reimbursement prior to the beginning of the course or seminar. The approval process shall be completed within one week.
2. Upon completion of the program for which the advance reimbursement was received, the administrator shall submit documentation in the form of a grade card, certificate, transcript, or other proof that the course or seminar was successfully completed. Failure to produce this documentation may result in the employee being required to repay all funds advanced.
3. No more than one (1) course or four (4) credit hours may be approved per semester. For purposes of this section, the summer equals one semester.

#### **B. Out-of-State Travel**

The Committee agrees, to the extent that it is able, to provide funds in each contract year for administrators to attend out of state professional conferences, conventions, and seminars with the advance approval of the Superintendent of Schools.

School Department Policy and Guidelines for Conference, Convention, and Workshop Attendance shall govern out-of-state travel for administrators.

Administrators will have their membership provided in their respective state and national professional association.

## **ARTICLE IX**

### **EMPLOYEE RIGHTS**

#### **Section A. Assault Cases**

Administrators shall immediately report to the Superintendent, in writing, all cases involving abusive conduct and/or torts or assaults suffered by them in connection with their employment.

This report will be forwarded to the Superintendent, who will comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved, subject to the restrictions of applicable laws, including but not limited to the Family Education Rights Privacy Act (FERPA) and the Individuals with Disabilities in Education Act (IDEA), and will act in appropriate ways as liaison between the administrator, the police, and the courts. In addition, after responsibility has been established, the Superintendent or designee will take steps reasonably calculated to prevent recurrence of the conduct, steps that may include discipline of the student if the Superintendent/designee in his/her discretion deems appropriate. If an administrator is injured or an administrator's property is damaged by the willful misconduct of a student, the administrator may request assistance and advice from legal counsel for the School Department concerning the administrator's legal rights.

Any administrator subpoenaed as a witness in a substance abuse or child abuse case, or other action because of or arising out of the employment relationship, may request legal assistance and advice through the School Department or the City Law Department. An administrator required to appear in court under this section shall not suffer loss of pay or deduction from annual or accumulated sick leave.

The Committee shall furnish legal counsel to defend an Administrator in any legal proceedings to the extent provided by Mass.Gen.Laws. c. 258.

The parties recognize that subject to applicable law, an administrator may use reasonable force, as is necessary, to protect pupils, other persons, and themselves from an assault.

The parties further recognize that corporal punishment of pupils is prohibited.

#### **B. Discipline**

- a. Student discipline is the joint responsibility of teachers, parents, and administrators. All must work together in a mutually supportive manner to maintain an atmosphere of respect for the rights of others and one in which maximum learning can take place.
- b. Within the established educational laws and regulations of the school department, each school shall develop its own discipline policies through the process of the School Site Council. School wide rules are subject to review and approval of the Superintendent.

#### **C. Residency**

Administrators will be allowed to live in the community of their choice.

**D. Transmittal of Money**

Although administrators may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the administrators

## **ARTICLE X**

### **RIGHTS OF THE PARTIES**

Except as expressly provided otherwise by the terms of this Agreement, the determination and setting of district wide policy are vested exclusively in the School Committee. The operation of the schools, the direction of the professional staff and the implementation of policy are vested exclusively with the Superintendent of Schools.

## **ARTICLE XI**

### **NO STRIKE**

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

The administrators individually and collectively agree that there will be no violation of this clause.

## **ARTICLE XII**

### **DURATION**

The provisions of this Agreement will be effective as of July 1, 2019 and will continue and remain in full force and effect through June 30, 2020 and shall be automatically renewed from year to year thereafter unless at least sixty (60) days prior to the expiration date either party notifies the other in writing of its desire to terminate this Agreement.

Subject to the provisions of the Agreement, the wages, hours, and other conditions of employment applicable on the effective date of this agreement to the administrators covered by this Agreement shall continue to be so applicable during the term of the contract.

Chelsea Administrators' Association:

Chelsea School Committee:

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Henry Wilson, Date  
Chair, Human Resources Subcommittee

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Marisol Santiago, Date  
Human Resources Subcommittee

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Kelly Garcia Date  
Human Resources Subcommittee

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Lucia Henriquez, Date  
Human Resources Subcommittee

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Roberto Jiménez Rivera Date  
Human Resources Subcommittee

Chelsea/admin-neg 2019/20-03-11-CAAMerged contract-for sig

## **APPENDIX A**

### **Chelsea Public Schools Request for Use of Personal Day**

Name: \_\_\_\_\_ Location: \_\_\_\_\_

In accordance with the provisions of the applicable collective bargaining unit agreement/School Department procedures, I hereby request to use a personal day(s) on the following date(s):

#### **Personal and Religious Leave**

- Personal Emergency  
 Religious Leave  
 Funeral not covered by funeral leave
- 

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

All requests for personal leave shall be answered within two working days following receipt of the request.

Approved       Denied/Reason \_\_\_\_\_

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

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\*Note: Please refer to the Leave of Absence section of the appropriate collective bargaining agreement covering personal leave. Use of personal days will not be allowed immediately preceding or immediately following a scheduled vacation or holiday period except in cases deemed to be an emergency by the Superintendent.

Approved       Denied

Superintendent \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX B- [Page cites to be added for final version]**

**ADMINISTRATOR EVALUATION LANGUAGE**

- (1) Purpose of Educator Evaluation
- (2) Definitions
- (3) Evidence Used in Evaluation
- (4) Rubric
- (5) Evaluation Cycle: Training
- (6) Evaluation Cycle: Annual Orientation
- (7) Evaluation Cycle: Self-Assessment
- (8) Evaluation Cycle: Goal Setting and Development of Educator Plan and Plan for Implementing the Student Learn Indicator
- (9) Evaluation Cycle : Observation of Practice and Examination of Artifacts -- New Administrators
- (10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Experienced Administrators
- (11) Observations
- (12) Evaluation Cycle: Formative Assessment
- (13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only
- (14) Evaluation Cycle: Summative Evaluation
- (15) Educator Plans : General
- (16) Educator Plans: Developing Educator Plan
- (17) Educator Plans: Self-Directed Growth Plan
- (18) Educator Plans: Directed Growth Plan
- (19) Educator Plans: Improvement Plan
- (20) Career Advancement
- (21) Using Student feedback in Administrator Evaluation
- (22) Using Staff feedback in Administrator Evaluation
- (23) Transition from Existing Evaluation System
- (24) General Provisions

## 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(1)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(1)(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(2); and
  - iv) To assure effective teaching and administrative leadership, 35.01(2).

## 2) Definitions

- A) **Administrator:** Inclusive term that applies to all Administrators covered by this article, unless otherwise noted. Administrators may include individuals who serve in positions involving teaching and other direct services to students.
- B) **Artifacts of Professional Practice:** Products of an Administrator's work and staff and student work samples that demonstrate the Administrator's knowledge and skills with respect to specific performance standards.
- C) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Administrative Leadership Practice (603 CMR 35.04).
- D) **\*Common Assessments (District Performance Assessments)** shall mean identical or comparable assessments of student learning, growth, and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks used by educators in the same role across the district. These assessments may be commercial assessments or district developed, and may include, but are not limited to: portfolios, pre- and post-tests, unit and course assessments, performance assessments, and capstone projects. They do not include Student Growth Percentiles on ACCESS or MCAS, as the timelines for the administration and publication of scores for these assessments are not effectively aligned with timelines for educator evaluation.
- 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 and overall performance rating [ ]. There shall be four types of Educator Plans:
  - i) **Developing Educator Plan** shall mean a plan developed by the New Administrator and the Evaluator for one school year or less.

- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Administrator for Experienced Administrators who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Administrator and the Evaluator of one school year or less for Experienced Administrators who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Experienced Administrators who are rated unsatisfactory with goals specific to improving the Administrator's unsatisfactory performance. In those cases where an Administrator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- F) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- G) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- H) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Administrator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Administrator's performance ratings and evaluation.
  - ii) **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) **Expected Impact** shall mean the educator meets or exceeds anticipated student learning gains on multiple measures of student learning, growth, and achievement. The evaluator shall use professional judgment to determine whether the educator is having expected impact on student learning, based on student learning gains on common assessments and, where available, statewide student growth measures. The evaluator's professional judgment may include, but is not limited to, consideration of the educator's student population and specific

learning context. Anticipated student learning gains must be consistent across the district for common assessments and agreed upon by the educator and evaluator for other assessments. The Department shall establish anticipated student learning gains for statewide student growth measures in guidance.

- K) **Experienced Administrator:** An administrator who has completed three school years in the same position in the district.
- L) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- M) **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.
- N) **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.
- O) **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.
- P) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of further ESE guidance.
- R) **New Administrator:** An administrator who has not completed three years in the position in the district.
- S) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visit(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.
- T) **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").

- U) **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.
- V) **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.
- W) **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.
- X) **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
- Y) **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.
- Z) **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.

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) Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment;
  - 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 districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other Administrators and evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> 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 1<sup>st</sup> 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 10<sup>th</sup> or within two weeks of the start of their employment at the school.
- ii) The self-assessment includes:
  - (a) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).
  - (c) Proposed goals to pursue:
    - (1st) At least one goal directly related to improving the Administrator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Administrators must consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams, or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. Administrators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For New Administrators in their first year in a position, the Evaluator or his/her designee will meet with each Administrator by September 10<sup>th</sup> (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after September 10<sup>th</sup>) 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, Development of Educator Plan and Plan for Implementing the Student Learn Indicator.**

- A) Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan

and benchmarks to assess progress. Goals may be developed by individual Administrators, by the Evaluator, or by teams of Administrators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Administrator has proposed in the Self-Assessment, using evidence of Administrator performance and impact on student learning, growth and achievement based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator. The process for determining the Administrator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
  - C) Educator Plan Development Meetings shall be conducted as follows:
    - i) Administrators meet with the Evaluator at the end of the previous evaluation cycle or by September 15th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
    - ii) For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by September 15<sup>th</sup> 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.
  - E) The parties will appoint a joint committee consisting of members appointed by the CAA and the Superintendent to develop and recommend criteria and procedures for implementing of the Student Learning Indicator. Upon receipt of the joint committee's recommendation, the parties will meet to consider it.
- 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 1<sup>st</sup>, or as required by the Plan. The Evaluator may conduct additional observations after this date.

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

A) **Unannounced Observations**

- i) Unannounced observations may be in the form of a school site or work site visitation or any other means deemed useful by the Evaluator. Visitations may include, but are not limited to: staff meetings, team meetings, classroom visits with supervising evaluator, walkabouts within the school or department, or individual conferences with students or parents.
- ii) The Administrator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Administrator in person, by email, placed in the Administrator's mailbox or mailed to the Administrator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of a similar administrative activity within 30 school days.

B) **Announced Observations**

- i) All Experienced Administrators on Improvement Plans and other Administrators at the discretion of the evaluator shall have at least one Announced Observation.
  - (a) The Evaluator shall select the date and time of the activity to be observed and discuss with the Administrator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Administrator, the Evaluator and Administrator shall meet for a pre-observation conference. In lieu of a meeting, the Administrator may inform the Evaluator in writing of the nature of the activity, the purpose served, the desired outcome, and any other information that will assist the Evaluator to assess performance
    - (1st) The Administrator shall provide the Evaluator a draft of the activity plan or agenda. If the actual plan or agenda is different, the Administrator will provide the Evaluator with a copy prior to the observation.
    - (2nd) The Administrator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation

will be rescheduled with the Administrator as soon as reasonably practical.

- (c) Within 5 school days of the observation, the Evaluator and Administrator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Administrator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Administrator with written feedback within 5 school days of the post-observation conference. For any standard where the Administrator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - (1st) Describe the basis for the Evaluator's judgment.
  - (2nd) Describe actions the Administrator should take to improve his/her performance.
  - (3rd) Identify support and/or resources the Administrator may use in his/her improvement.
  - (4th) State that the Administrator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Administrators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms and administrative worksites. Evaluators are expected to give targeted constructive feedback to Administrators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Administrative Leadership Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes 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. See also, process for submitting evidence of student growth under the Student Learning Indicator to be developed pursuant to Section 8.D.
- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Assessment Report.

- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Administrator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
- G) The Administrator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Administrator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.

**13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A) Administrators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Administrator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Administrator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards. See also, process for submitting evidence of student growth under the Student Learning Indicator to be developed pursuant to Section 8.D.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Administrator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Evaluation Report.
- F) The Administrator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Administrator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report which must be written and provided to the Administrator by July 31<sup>st</sup>.
- 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.
- 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. See also, process for submitting evidence of student growth under the Student Learning Indicator to be developed pursuant to Section 8.D.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face, by email or to the Administrator's school mailbox or home no later than June 1st.
- J) The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.
- K) The Evaluator may meet with the Administrator rated proficient or exemplary to discuss the summative evaluation, if either the Administrator or the Evaluator requests such a meeting.

- 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 July 31st. 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.

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

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

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Experienced Administrators whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide effective leadership for students, staff and the community and provide students with the best instruction, it may be necessary from time to time to place an Administrator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Administrator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Administrator at the end of the period determined by the Evaluator for the Plan.
- D) An Administrator on an Improvement Plan shall be assigned 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.

- 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.
- i) All determinations below must be made no later than June 30th. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Administrator has improved his/her practice to the level of proficiency, the Administrator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is making substantial progress toward proficiency, the Evaluator shall place the Administrator on a Directed Growth Plan.
    - (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.

A) **Educator Administrators on Plans of Less than One Year**

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

**21. Career Advancement**

- A) 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.
- B) Experienced Administrators whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with additional leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

**22. 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.

**23. 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.

**24. General Provisions**

- A) Only Administrators who are licensed as administrators may serve as primary evaluators of Administrators.
- B) Evaluators shall not make negative comments about the Administrator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit a supervisor's ability to investigate a complaint, or secure assistance to support an Administrator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Administrator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Administrator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Administrator request such a meeting, the Evaluator's supervisor must meet with the Administrator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Administrator, then no financial remedy or reinstatement shall issue if there was substantial compliance.