

COLLECTIVE BARGAINING AGREEMENT

between the

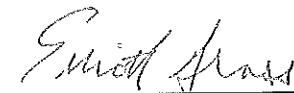
SILVER LAKE ADMINISTRATORS ASSOCIATION

and the

SILVER LAKE REGIONAL SCHOOL COMMITTEE

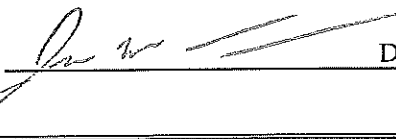
**Effective July 1, 2020
Through
June 30, 2023**

**For the Silver Lake
Administrators Association**



Date: 1/23/20

**For the Silver Lake
Regional School Committee**



Date: 1/23/20

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PREAMBLE

Recognizing that the prime responsibility of the Silver Lake Administrators' Association (hereinafter referred to as the Association) and the Silver Lake Regional School Committee (hereinafter referred to as the Committee) is to provide education of the highest possible quality for the children of the Silver Lake Regional School District, the general purpose of this Agreement is to foster mutual support and loyalty of the Administrators' Association and the Committee working within state statutes, rulings of the State Department of Education, and the rules and regulations established by said Committee and distributed to the Administrators.

The Association and the Committee recognize the need for cooperation, understanding, and mutual support to operate an effective program of educational opportunity in the school system.

ARTICLE I RECOGNITION

The Committee recognizes the Association as the exclusive bargaining representative of administrative employees of the Silver Lake Regional School District, including employees in the position of Assistant Principal High School (12 month), Assistant Principal High School (10 month), Assistant Principal Middle School, Director of Career and Technical Education, Director of Guidance, Curriculum Coordinator, and Athletic/ Activities Director and specifically excluding the superintendent, assistant superintendent, principals, and all other managerial or confidential employees.

ARTICLE II GRIEVANCE PROCEDURE

- A. A grievance is defined to be a question, problem or disagreement which arises concerning (1) the interpretation or application of any provision of this agreement with respect to wages, hours, or working conditions of an employee or employees covered by it, or (2) an alleged violation of any provision of this agreement by either party.
- B. The purpose of this article is to establish procedures for the discussion of grievances. The purpose of this procedure is to promote prompt and equitable solutions to any grievance, which from time-to-time may arise and affect conditions of employment. The term *working days* when used in this article shall mean working days for the particular employee or employees involved.

- C. The Committee and the Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance at the procedural level involved.
- D. Any questions, problem or disagreement may be discussed at any time prior to the filing of a formal grievance as hereinafter defined, on an informal basis between any individual, on behalf of himself/herself or others and his/her immediate supervisor, without such informal discussion being considered a part of the grievance procedure herein set forth.
- E. The formal grievance procedures of this agreement shall be governed by the following:
 - 1. **Level One:** An Administrator with a grievance will present it to the Superintendent either directly or through the Association. Such grievance shall be in writing and shall be filed within five (5) working days of the occurrence giving rise to the grievance. The answer shall be in writing and shall be made within five (5) working days of its filing.
 - 2. **Level Two:** If the grievance is not resolved to the satisfaction of the grievant or the Association, the Administrator or the Association may present the grievance in writing to the Committee within five (5) working days of the Level One answer. The Committee's answer shall be in writing and shall be made within fifteen (15) days of its filing at this level.
 - 3. **Level Three:** If the grievance is not resolved at Level Two, the Association may, within fifteen (15) working days of the Level Two answer, submit the grievance to the American Arbitration Association for arbitration in accordance with the current rules. The Arbitrator shall be without power to modify, alter, add to or subtract from the provision of this Agreement. The decision of the Arbitrator on the merits shall be final and binding on all parties.
 - 4. Any grievance regarding discipline of an Administrator will proceed directly from Level One to Level Three, and may not be presented at Level Two (i.e., the School Committee).
- F. General Provisions:
 - 1. The Association shall have the right to use in its presentation of any level of this grievance procedure any representative or representatives of its own choosing.

2. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.
 3. The Committee acknowledges the right of the Association to participate in the processing of a grievance at any level.
 4. Provided the parties agree, Level One may be by-passed and the grievance brought directly to Level Two.
 5. In cases where time constraints would prevent a grievance from being completed during the school year, the days shall be converted to calendar days and two (2) days shall be added to each appropriate place. The above shall apply to the initial filing of the grievance as well as to the processing through the steps.
- G. When the Committee schedules a grievance meeting during working hours administrators necessary to the processing of the grievance shall be released from school without loss of pay.
- H. No more than one grievance at any one time shall be submitted before any one arbitrator unless the parties otherwise mutually agree.
- I. Any grievance by the Committee shall be initiated at Level Three.
- J. A failure to process the grievance in accordance with the above time limits shall result in a waiver of the grievance.

ARTICLE III NEGOTIATION PROCEDURE

Not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning wages, hours, and other conditions of employment. Such negotiations will include any matters covered by this Agreement and any other matters which the parties may mutually agree to be negotiable or which by law may be held to be negotiable. Any Agreement so negotiated will apply to all Administrators covered by this Agreement and will be reduced to writing and signed by the Committee and by the Association.

ARTICLE IV
RIGHTS AND RESPONSIBILITIES

Section 1. Neither the Committee nor the Association will discriminate against, restrain or coerce any administrator because of membership or non membership or participation or non participation in activities of the Association or because of an administrator's race, color, creed, religion, national origin, sex, age, sexual orientation, gender identity, political activities, association activities, marital status or handicap as provided by law. Any claim that the above has been violated may be referred to the appropriate governmental body and shall not be subject to the grievance procedure.

Section 2. While final decisions concerning the following matters are reserved exclusively to the Committee, through conventional and proper channels of preparation and development, the administrators may be called upon for discussion, recommendation, and appraisal in all matters of school operation appropriate to their respective level of expertise and responsibility; these matters shall include, but not be limited to, budget preparation, curriculum design, selection of staff, purchase of materials, texts, and equipment, and the design, renovation, and construction of buildings and grounds. The Superintendent shall be under no obligation to stay any action because of recommendations or the lack thereof.

ARTICLE V
ADMINISTRATOR PROTECTION AND INDEMNIFICATION

Section 1. The Committee shall provide indemnification for certain actions or claims against administrators whenever any administrator shall become eligible under Chapter 258 of the Massachusetts General Laws as most currently amended.

Section 2. All administrators shall be covered by the provisions of the Massachusetts Worker's Compensation Law.

Section 3. An administrator who is the victim of assault or battery in connection with his/her employment shall report such incident to the Superintendent. The Committee shall render all reasonable assistance to the administrator in connection with the handling of the incident by law enforcement, legal, or medical authorities. Such assistance shall include, but not be limited to, complying with any request by the administrator for information in the Committee's possession relating to the incident or the persons involved. The administrator shall be reimbursed by the Committee for all medical expenses incurred as a result of the assault or battery not otherwise reimbursable by health insurance and Worker's Compensation provided the administrator was acting within the scope of his/her employment and provided the administrator was not grossly negligent.

Section 4. An administrator who is absent because of a personal injury arising out of and in the course of his/her employment as the result of an assault or battery shall be credited with sick leave in addition to that credited to him/her at the time of his/her injury. The additional sick leave shall be equal in duration to the period of his/her absence as a result of such injury. The administrator may take such of this additional leave allowance payment as, when added to the amount of any weekly Worker's Compensation disability allowance actually received, will result in the payment to his/her full salary.

ARTICLE VI

INSURANCE AND ANNUITY PLANS

Section 1. All administrators may at their request participate in a Tax-Sheltered Annuity Plan.

Section 2. The Committee will pay fifty percent (50%) of the cost of:

- A. A group term life insurance and accidental death and dismemberment policy, of the type presently in effect, for the face value of the base salary of an administrator, rounded to the nearest one thousand dollar (\$1,000). The policy will have a minimum value of twenty-five thousand dollars (\$25,000) and a maximum value of seventy-five thousand dollars (\$75,000). Upon retirement, an Administrator may continue or purchase such policy provided that the current life insurance carrier is willing to extend such life insurance to retirees and provided that said Administrator pays one hundred percent (100%) of the cost. An administrator may purchase additional term life insurance at one hundred percent (100%) of the cost and to a limit set by the policy. Payroll deduction will be provided for the additional premiums paid. This agreement is subject to all provisions set by the insurance provider regarding enrollment.
- B. For current rates, please c the Benefits Coordinator.
- C. The Committee shall continue paying its share of the premium for health insurance for a retiree or surviving spouse of retiree pursuant to Chapter 32B, Sections 9A and 9B for retiree or surviving spouse who elects to continue to participate in a health insurance program.
- D. An Administrator while on sabbatical leave or on a leave of absence may continue the insurance provided in this Section provided he/she pays the employee's share of such insurance as outlined above to the Committee to remit to the insurance carrier on a timely basis within seven (7) days from the last billing date.

ARTICLE VII
SICK LEAVE

- A. All administrators shall be entitled to eighteen (18) days in each school year for absences due to personal illness or injury. Said days shall be credited to the administrator as of the first day the administrator is scheduled to report for duty in said school year except for new hires to the district. New hires shall accumulate sick leave at a rate of 1.5 days per month in their first year of employment.
- B. Employees in twelve-month positions--Assistant Principal Middle School, Director of Career and Technical Education, Director of Guidance, and MIS--shall accumulate sick leave, to the extent not used, up to a maximum of 299 days. Employees in ten-month positions--Curriculum Coordinators--shall accumulate sick leave, to the extent not used, up to a maximum of 265 days.
- C. A doctor's certificate indicating the nature and continuance of the disability may be required for any absence under this article and shall be furnished, if requested, to the Superintendent or his/her designee if the absence continues for ten (10) consecutive days. A doctor's certificate may be required as a condition of return to service. The Superintendent may require further certification for absence continuing beyond the aforesaid ten (10) consecutive days.
- D. All administrators may voluntarily contribute up to ten (10) days of their sick leave, non-accumulative, non returnable, to any administrator who may have used all of his/her sick days. The procedure for implementation will be to notify, in writing, the Superintendent of the intent to transfer sick days to another administrator.
- E. In addition to the absences for personal illness or injury (Section A, above) administrators will be entitled to a maximum of three (3) days leave, to be deducted from sick leave, to be used when serious illness of a member of the immediate family requires personal care by the administrator. *Immediate family* is hereby defined as a parent, spouse, child, or member of the administrator's permanent household. For such leave, a statement of circumstances shall be submitted by the administrator to the Superintendent or his/her designee. More than the above number of days may be granted to the administrator at the discretion of the Superintendent as long as the Superintendent's decision is not subject to the grievance and arbitration procedure.
- F. Whenever an administrator is absent from school as a result of personal injury or illness arising out of and in the course of his/her employment, he/she will be paid the difference between his/her weekly salary and the amount of weekly payment from Worker's Compensation, if any. During each week in which Worker's

Compensation payment is made a proportionate amount of the Administrator's accumulated sick leave will be deducted to cover the payment of the difference between his/her weekly salary and the amount of weekly payment from Worker's Compensation. Except as provided in Article V, no administrator will be paid the difference between his/her weekly salary and the amount of weekly payment, if any, from Worker's Compensation after the proportionate deduction from the administrator's accumulated sick leave results in the accumulated sick leave being exhausted.

ARTICLE VIII

TEMPORARY LEAVE OF ABSENCE

- A. Members of the Administrators' Association will be entitled to the following temporary leaves of absence with pay each school year with no deduction made from accumulated sick leave benefits:
1. Time for attending meetings or conferences of an educational nature at the discretion of the Superintendent or his/her designee.
 2. Time necessary for appearances in any legal proceeding connected with the administrator's employment or with the School District, or in any other legal proceeding which the Committee requires the administrator to attend.
 3. Up to five (5) days each time there is a death of an administrator's spouse, child, or parent and three (3) days each time there is a death of an administrator's son-in-law, daughter-in-law, father-in-law, mother-in-law, sibling, grandparent, grandchild or a relative living in the household. At the discretion of the Superintendent and upon written request, additional time may be granted but such additional time may be deducted from accumulated sick leave.
 4. Up to three (3) days for personal business. Such leave will be for: (1) court and legal proceedings; (2) real estate closings; (3) summons by governmental agencies; (4) religious holiday observances; (5) equivalent personal or family business which cannot be scheduled during non-working hours, provided that a reasonable explanation of such absence is given in writing to the Superintendent or his/her designee. In an emergency the preceding requirement may be waived, provided that the individual notify the Superintendent or his/her designee in writing immediately upon his/her return to school. The Superintendent is to have the discretion of whether or not to grant the days under subparagraph (4.4).

5. Up to ten (10) days each school year for persons called into temporary active duty of any unit of the U. S. Reserves or the State National Guard, provided such obligations cannot be fulfilled when school is not in session. Administrators will receive their regular pay minus the military pay during the absence.
6. Subject to the approval of the Superintendent or his/her designee, administrators may be allowed time for the purpose of visiting other school systems. A written report on the visit may be required to be submitted by the administrator to the Superintendent or his/her designee.
7. Absence for jury duty shall not count in calculating absence limitations under this or other articles. The salary paid by the Silver Lake Regional School District during such an absence shall be at the regular rate less fees paid by the court, provided proof of court attendance is submitted.

ARTICLE IX

SABBATICAL LEAVE

- A. In the interest of encouraging independent research, achievement and professional growth, the Committee may grant sabbatical leaves. When an administrator is granted a sabbatical leave, both parties must agree in writing as to the length of the expected absence, the purpose, the amount of pay as well as the salary credit the administrator will receive upon his/her return. Such Sabbatical Leave shall not exceed one year.
 1. No more than one (1) member of the Association may be absent on sabbatical leave at any one time.
 2. Only those administrators who have completed seven (7) years of professional service in the Silver Lake Regional School District shall be eligible for sabbatical leave, and no Administrator having been on sabbatical leave shall again be eligible until he/she has completed seven (7) years of professional service in the Silver Lake Regional School District after his/her return from such leave.
 3. Any administrator who desires to apply for sabbatical leave shall submit such application in writing by December 31 to the Superintendent in such forms as the Superintendent may require.
 4. In considering an application for sabbatical leave, the Superintendent shall apply the following criteria: years of service of the applicant, number of years the application has been submitted, type of research, study, or

educational program, educational value of proposed research, study, or educational program to the Silver Lake Regional School District, relationship to the professional growth of the applicant and urgency of the proposed research, study, or educational program.

5. The Superintendent shall make his/her recommendations to the Committee, which shall act thereon not later than April 1 following the submission of the application.
- B. Any administrator accepting sabbatical leave shall enter into written agreement with the Committee in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts.
- C. When the sabbatical leave has been completed, the administrator shall submit a written report of his/her research, study or educational program to the Committee in such form as has been determined by the Superintendent.
- D. The Association will inform any of its members who are on sabbatical leave of opportunities for advancement or promotion, and such member shall be considered for advancement or promotion in the manner as those who are presently in service.
- E. Each administrator granted a sabbatical leave shall have the right to return to the same position he/she held prior to the sabbatical leave, if it is available, or, if not, to a position substantially equivalent to his/her former position.
- F. Upon returning to the system after a sabbatical leave, the administrator shall be placed on the salary schedule as if he/she had completed that same period of satisfactory service.
- G. An administrator will receive one-half (1/2) his/her salary, including the current increment, while on sabbatical leave.

ARTICLE X

EXTENDED LEAVES OF ABSENCES

- A. Military leave, including the difference between his/her regular pay and military pay for two (2) weeks will be granted to any administrator who is inducted, or is called, or enlists after being notified to report for his/her pre-induction physical examination, in any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service or any involuntary extension required by such induction. Upon return from such leave, said administrator will be placed on the salary schedule at the same level he/she would have achieved if he/she had not been absent up to a maximum of four (4) years.

- B. Maternity leave shall be granted to administrators without pay or increment in compliance with applicable Federal and State statutes. The Superintendent may deem it in the best interest of the school system that the leave commence at the beginning of the school year or continue until the end of the school year.
- C. A leave of absence without pay or increment of up to one (1) year will be granted to an administrator for the purpose of caring for a sick member of that person's immediate family upon written request substantiated by the appropriate medical evidence. Additional leave may be granted at the discretion of the Committee.
- D. An Administrator may be granted a leave of absence without pay or increment for up to one (1) full year for health reasons. Written requests for such leave will be supported by appropriate medical evidence in writing. Additional leave may be granted at the discretion of the Committee.
- E. Any administrator whose personal illness extends beyond the period of sick leave compensation may be granted a leave of absence without pay or increment for such time as is necessary for complete recovery from such illness, up to a maximum of one (1) year.
- F. Upon his/her return from a leave of absence taken pursuant to Sections A through E above, every effort will be made to assign the administrator to the same position he/she held at the time his/her leave commenced.
- G. All requests for extended leaves, extensions, or renewals of leaves will be applied for and granted in writing.
- H. Upon recommendation by the Superintendent, the Committee may grant leaves of absence and such requests will not be unreasonably denied. Such leaves may be granted with or without remuneration. Decisions on such requests are not subject to the grievance and arbitration procedure.

ARTICLE XI
MILEAGE AND REIMBURSEMENT

- A. Four hundred dollars (\$400.) will be paid annually to Curriculum Coordinators, Director of Career and Technical Education, Director of Guidance, Athletic/ Activities Director and MIS for in-district travel. One hundred dollars (\$100.) will be paid annually to Assistant Principal High School (12 month), Assistant Principal High School (10 month) and Assistant Principal Middle School for in-district travel. Payment will be made at the end of the contract year.

- B. All required out of district travel and all out of district travel connected with Article XVI will be reimbursed at the IRS reimbursement rate based on documentation submitted by June 1 of each year.

ARTICLE XII
ASSIGNMENT AND TRANSFER OF ADMINISTRATOR

- A. The Superintendent will assign and/or transfer personnel on the basis of the following considerations:
1. Normally, curriculum coordinators shall not be required to teach more than one (1) period daily at the middle school, or one (1) block every other day at the high school, except when the Superintendent determines that the needs of the District require a second teaching assignment.
 2. Any administrator may request of the Superintendent a transfer to another administrative position, school or department.
 3. Administrators are to be consulted by those in authority proposing any change to the end of reaching amicable and mutual understanding. Change shall mean any change between grade levels, change in position or role, or any change between buildings. No final decision is to be reached without prior consultation with the administrator involved, and such decision shall be based upon reasonableness and the opportunity for full discussion by all concerned parties of all relevant factors. Such consultation should be early enough in the school year for administrators to have reasonable time to make plans for change in employment if they so desire.
- B. No bargaining unit member who has served in his/her position in the District for three or more consecutive years shall be disciplined, demoted, or dismissed without good cause in accordance with M.G.L. c. 71, § 41. A bargaining unit member who has not served in his/her position in the District for three consecutive years may be non-renewed provided such notice is given on or before June 15th. Further, it is agreed, that no bargaining unit member shall be dismissed for performance related issues, unless he/she has been evaluated in a regular and timely fashion and has, therefore, been given adequate opportunity to address the employer's performance concerns.
- C. Nothing in this Article shall be construed as waiving any administrator rights or benefits under any Massachusetts law.

ARTICLE XIII
VACANCIES AND PROMOTIONS

- A. Whenever the Superintendent decides to fill permanently a promotional vacancy within the bargaining unit (including the new positions which may be established), written notice thereof will be given to Administrators. A "promotional vacancy" shall mean any position carrying a higher salary than the lowest salary covered by this Agreement. The notice shall specify the duties and qualifications thereof and rate of compensation. No vacancy will be filled except temporarily within ten (10) school days from the mailing of such notice to Administrators.
- B. The Superintendent may make acting or temporary appointments until vacancies are filled by permanent appointees.

ARTICLE XIV
EVALUATION

The parties agree that the recently implemented evaluation system will be attached as Appendix B.

ARTICLE XV
SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof. If the Administrator leaves prior to the end of a contract year, the number of days earned in that year will be prorated based on the last day of work by the administrator.
- B. All twelve-month (12) administrators will be paid in twenty-six (26) equal installments. All other administrators may select either twenty-one (21) equal installments or twenty-six (26) equal installments will be paid every second week from the beginning of their work year and will receive all remaining monies in a single payment on the last day of the required contract year.
- C. The Association and Committee agree to adopt the individual contract entitled "Administrator's Contract" as set forth in Appendix "C".

ARTICLE XVI
COURSE AND CONFERENCE REIMBURSEMENT

- A. Administrators are encouraged to attend professional conferences, workshops and meetings subject to the advanced approval of the Superintendent or his/her designee. Administrators will be reimbursed for reasonable fees and expenses (i.e., registration, materials, meals, transportation and lodging). Receipts will be required for the above unless such expenses are part of the program fee. Publications and information from these meetings will be shared with other administrators and the Committee when appropriate.
- B. The Committee also agrees to reimburse administrators who continue to seek professional self-improvement through undergraduate or graduate course(s) or management institutes. Therefore, an administrator will be reimbursed for the tuition of either graduate or undergraduate courses, provided the total reimbursement does not exceed fifteen-hundred (\$1500) dollars per contract year. This course reimbursement will be subject to the advanced written approval of the Superintendent. For the purposes of this Article, tuition is defined as "any fee(s) paid to a college in connection with acquiring the approved academic credit(s)."
- C. To qualify for course reimbursement the administrator must take course work in one of the following:
 - 1. In a degree granting program; or,
 - 2. In the administrator's subject area; or,
 - 3. To improve professional competence.

ARTICLE XVII

VACATION

- A. Twelve-month (12) administrators will be granted twenty-five (25) working days vacation per year, exclusive of legal holidays, to be taken either during the summer vacation period or during regular school vacations. The scheduling of vacations shall be based upon the needs of the building or the system as a whole, as the case may be, and must be approved by the Superintendent. At the Superintendent's discretion and with his/her prior approval, the administrator may take vacation time when school is in session.
- B. Twelve-month (12) administrators appointed after July 1 shall be credited with a pro rata number of vacation days.
- C. Administrators on a twelve (12) month work year contract may carry over fifteen (15) days of vacation to the following work year or may borrow five (5) days of vacation from the following work year.

- D. Any unused vacation time that cannot be carried over to the next year or used to pay back borrowed vacation days from the previous year shall be compensated at the per diem rate equal to said administrator's current salary provided that said administrator had originally submitted to the Superintendent or his/her designee, a schedule covering at least the annual allotment of vacation days and for those days not taken or carried over the Superintendent or his/her designee has agreed that an unusual circumstance prevented said administrator from taking or rescheduling those days.

Upon termination of employment, retirement or death, all earned vacation days will be paid in full.

ARTICLE XVIII NO STRIKE PROVISIONS

- A. The Association and its members agree that they will not cause, or sanction, or take part in any strike, walkout, slowdown or work stoppage.
- B. During the withdrawal of services by an employee group, the administrators have a responsibility to keep the schools open until the Committee takes official action to close them. The administrators have an obligation to remain on the job:
1. To protect and guide the students who report to the school.
 2. To maintain communications within the community among parents, teachers and the public.
 3. To seek through reasonable methods to protect school property.

ARTICLE XIX RIGHTS OF COMMITTEE

- A. The Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. It is acknowledged that the Committee has the responsibility for establishing educational policies and allocating resources for the Silver Lake Regional Schools and the further responsibility for setting standards for the efficient and economical operation of the school system. The Committee has the final responsibility for establishing the educational policies of the public in Silver Lake.
- B. Nothing in the Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee by the statutes of the Commonwealth or the

rules and regulations of any pertinent agency of the Commonwealth. Said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

- C. As to every matter expressly not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee retains exclusively to itself all rights and powers that it has or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE XX EFFECT OF AGREEMENT

- A. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.
- C. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all terms and conditions of this Agreement.
- D. Should any provision of this Agreement be or become invalid because of any existing or future provisions of law, court decisions or administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXI TERMINATION NOTICE

An Administrator who desires to terminate his/her employment shall give at least thirty (30) calendar days' notice of such desire.

ARTICLE XXII CAREER AWARD

In the fifth (5th) year of service as an administrator with the Region, an administrator shall receive a lump sum payment of one thousand dollars (\$1,000) on or about December 1; in the seventh (7th) year of service as an administrator with the Region, an administrator shall receive a lump sum payment of one thousand five hundred dollars (\$1,500) on or about December 1; in the eighth (8th) year of service as an administrator with the Region, an administrator shall receive a lump sum payment of one thousand five hundred dollars (\$1,500) on or about December 1; in the tenth (10th) year of service as an administrator with the Region, an administrator shall receive a lump sum payment of two thousand dollars (\$2,000) on or about December 1; in the eleventh (11th) year of service as an administrator with the Region, an administrator shall receive a lump sum payment of two thousand dollars (\$2,000) on or about December 1; in the fourteenth (14th) year of service as an administrator with the Region, an administrator shall receive a lump sum payment of two thousand dollars (\$2,000) on or about December 1; and in the sixteenth (16th), seventeenth (17th), nineteenth (19th), and twentieth (20th) years of service as an administrator with the Region, an administrator shall receive a lump sum payment of two thousand dollars (\$2,000) on or about December 1. The career award shall be considered part of the administrator's salary for all purposes except across-the-board increases in salary. An administrator shall be credited with one full year of service if the administrator served as an administrator at least seventy-five percent (75%) of the administrator's work year.

In the beginning of the sixth (6th) year of service as an administrator in the District, said administrator in lieu of a Career Award, shall be placed on Step IV of the Salary Schedule. In the beginning of the ninth (9th) year of service as an administrator in the District, said administrator shall be placed on Step V of the Salary Schedule. In the beginning of the twelfth (12th) year of service as an administrator in the District, said administrator shall be placed on Step VI of the Salary Schedule. In the beginning of the fifteenth (15th) year of service as an administrator in the District, said administrator shall be placed on Step VII of the Salary Schedule. In the beginning of the eighteenth (18th) year of service as an administrator in the District, said administrator shall be placed on Step VIII of the Salary Schedule. In the beginning of the twenty-first (21st) year of service as an administrator in the District, said administrator shall be placed on Step IX of the Salary Schedule. In the beginning of the twenty-fourth (24th) year of service as an administrator in the District, said administrator shall be placed on Step X of the Salary Schedule.

ARTICLE XXIII
REDUCTION IN FORCE

The School Committee has the right to reduce force in recognition of decrease in enrollment, school closings, reorganization and/or budget considerations. This Reduction In Force Article only applies to administrators who have served in their position in the Silver Lake Regional School District for three consecutive years. The reduction in force shall be implemented using the following procedure:

- A. Seniority lists shall be developed for the following titles:
 - 1. Assistant Principal High School (10/12 month)
 - 2. Assistant Principal Middle School
 - 3. Director of Career and Technical Education
 - 4. Director of Guidance
 - 5. Athletic Director
 - 6. Curriculum Coordinator
- B. Administrators shall be listed according to title in order of their seniority. Seniority is defined as total length of uninterrupted service as an administrator in the Regional School District.
- C. If any position in the titles listed in paragraph 1 are to be reduced or eliminated, the most junior person in that title will be selected for RIF in the event certification and satisfactory performance are equal. That administrator will then have the right to:
 - 1. Accept a layoff; or
 - 2. Displace a less senior administrator in a lower ranking administrative position, provided the administrator is certified to perform the duties of the position. The positions are ranked in paragraph 1 above; or
 - 3. Take a teaching position in the Regional School District, provided the administrator has had at least two (2) years of prior service as a teacher in the Regional School District and subject to the criteria listed in the contract agreement with the Silver Lake Education Association.
- D. Any administrator displaced as a result of paragraph C-2 above shall then have the right to exercise the options set forth in paragraphs C-1 through C-3, inclusive, above.

- E. Any administrator who is laid off, displaced, or who takes a teaching position shall have recall rights to his/her former position in order of seniority for two (2) years.
- F. Any administrator who is laid off shall continue to be eligible for participation in the group health insurance plans for eighteen (18) months, provided he/she pays the total premium for the coverage selected.

ARTICLE XXIV

DURATION

- A. This Agreement shall become effective July 1, 2020 and shall continue in effect to and including midnight of June 30, 2023.
- B. Either party may give to the other written notice of its intention to terminate or modify any part or all of this Agreement upon its expiration by giving notice by certified mail by October 1, 2022.

ARTICLE XXV

LONGEVITY BENEFIT PLAN

An administrator with twenty (20) years of service as an employee of the District may elect to increase his/her pay for three (3) consecutive years by \$3,000, in each of the three (3) years. After receiving these payments, the administrator will not be eligible to reapply for this benefit at any time. Administrators must apply for these payments on or before January 4th preceding the academic year in which they wish to begin collecting said benefit. Payment shall be made throughout the three (3) year period as part of regular salary payments. Participation in this longevity plan is irrevocable after receipt of notification of acceptance into the plan. If an administrator does not receive all of the above \$9,000 prior to separation from employment, he/she shall not be entitled to any further payment (i.e., 1 year = \$3,000, 2 years = \$6,000). In the 2001-2002 school year a maximum of \$9,000 will be paid by the District under this longevity benefit plan. A maximum of \$18,000 will be paid by the District under this longevity benefit plan in any one school year. Seniority (years of service as an employee of the District) shall govern which administrators shall be eligible for the longevity benefit.

ARTICLE XXVI

PERSONNEL FILE

No material originating after original hiring which is derogatory to an administrator's conduct, service, character, or personality will be placed in his/her personnel file unless the administrator has the opportunity to review the material.

1. The administrator shall have the opportunity to 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.
2. The administrator will also have the right to submit a written answer to such material. His/her answer shall be reviewed by the Superintendent and attached to file copy.

(Further rights regarding personnel files are contained in M.G.L. c. 149, s 52C)

ARTICLE XXVII
PAYROLL DEDUCTIONS

- A. The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify the Treasurer of the Silver Lake Regional School District all payroll deductions for payment of dues to the Association duly authorized by the employees covered by this agreement.
- B. A standard form (below) will be used for dues deduction authorization.

Dues Deduction Authorization Card

Name _____

Address _____

I hereby request and authorize the School Committee of the Silver Lake Regional School District to request the Treasurer to deduct from my earnings and transmit to the Silver Lake Administrators Association an amount sufficient to provide for regular payment of the membership dues/agency fee as certified to the District Treasurer by such Association

(insert here the amount and intervals of payment)
such deductions to be made _____.
(insert here the payroll periods in which deductions are to be made)

I understand that the Committee will discontinue such deductions if I give the Committee and the Association sixty (60) days advance written notice to do so and that I may give such notice at any time. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and

relieve the Committee and the District and all their respective officers from any liability therefor.

DATED: _____

Administrator's Signature

SILVER LAKE REGIONAL SCHOOL DISTRICT

APPENDIX A

SALARY SCHEDULES - ADMINISTRATORS

An administrator will move horizontally across the Schedule annually, provided their personal standard of performance in a prior year have been satisfactory and that their professional assignments have shown progression and provided the administrator has been on the active payroll for a minimum of six (6) months inclusive of vacation, holiday, sick leave and other paid leaves of absence.

The Committee, upon the recommendation of the Superintendent, has the final authority for setting the initial salary placement for a new administrator or an administrator in the bargaining unit who is changing positions, giving due consideration to present salary qualifications, experience and other regulations of the Committee. Under no circumstances will an administrator be reduced in pay as a result of a promotion.

The work year for all positions except the Curriculum Coordinators will be twelve (12) months. Curriculum Coordinators will work a teacher's work year plus fifteen (15) days.

Administrators changing positions during a contract year will receive credit for the time worked in the previous administrative position for purpose of a Step increase in the following year.

The administrator's (12 months) work year will begin on July 1 and conclude on June 30.

SILVER LAKE REGIONAL SCHOOL DISTRICT
ADMINISTRATORS' SALARY SCHEDULE

Effective July 1, 2020
through June 30, 2021

2020-2021 2%

Position	Step I	Step II	Step III	Step IV (6 yrs)	Step V (9 yrs)	Step VI (12 yrs)	Step VII (15 yrs)	Step VIII (18 yrs)	Step IX (21 yrs)	Step X (24 yrs)
AP-MS	\$113,096	\$116,918	\$120,733	\$124,956	\$129,328	\$132,284	\$135,238	\$137,943	\$140,701	\$143,515
Director of CTE	\$108,522	\$112,189	\$115,850	\$119,907	\$124,103	\$127,056	\$130,010	\$132,611	\$135,263	\$137,969
Director of Guidance	\$106,607	\$110,206	\$113,799	\$117,780	\$121,903	\$124,857	\$127,814	\$130,370	\$132,977	\$135,637
Curriculum Coord	\$101,715	\$105,146	\$108,575	\$112,376	\$116,307	\$119,260	\$122,215	\$124,661	\$127,153	\$129,696
MIS	\$96,822	\$100,091	\$103,353	\$106,973	\$110,713	\$113,566	\$116,422	\$118,749	\$121,124	\$123,546
AP-HS (12 Mo.)	\$116,638	\$120,277	\$123,919	\$127,558	\$131,196	\$134,151	\$137,108	\$139,850	\$142,647	\$145,499
AP-HS (10 Mo.)	\$104,466	\$107,617	\$110,995	\$114,146	\$117,523	\$120,001	\$122,703	\$125,178	\$127,656	\$130,133
AD	\$116,638	\$120,277	\$123,919	\$127,558	\$131,196	\$134,151	\$137,108	\$139,850	\$142,647	\$145,499

Note: 1. The Night School stipend is \$3,840 per semester (Fall and Spring).
2. The Summer School stipend is \$1,920.

- Administrators will be placed on Step IV in the beginning of their sixth full year of service as an administrator within the District.
- Administrators will be placed on Step V in the beginning of their ninth full year of service as an administrator within the District.
- Administrators will be placed on Step VI in the beginning of their twelfth full year of service as an administrator within the District.
- Administrators will be placed on Step VII in the beginning of their fifteenth full year of service as an administrator within the District.
- Administrators will be placed on Step VIII in the beginning of their eighteenth full year of service as an administrator within the District.
- Administrators will be placed on Step IX in the beginning of their twenty-first year of service as an administrator within the District.
- Administrators will be placed on Step X in the beginning of their twenty-fourth year of service as an administrator within the District.

SILVER LAKE REGIONAL SCHOOL DISTRICT
ADMINISTRATORS' SALARY SCHEDULE
2021-2022 2%

Effective July 1, 2021
through June 30, 2022

Position	Step I	Step II	Step III	Step IV (6 yrs)	Step V (9 yrs)	Step VI (12 yrs)	Step VII (15 yrs)	Step VIII (18 yrs)	Step IX (21 yrs)	Step X (24 yrs)
AP-MS	\$115,358	\$119,256	\$123,148	\$127,455	\$131,915	\$134,930	\$137,943	\$140,702	\$143,515	\$146,385
Director of CTE	\$110,692	\$114,433	\$118,167	\$122,305	\$126,585	\$129,597	\$132,610	\$135,263	\$137,968	\$140,728
Director of Guidance	\$108,739	\$112,410	\$116,075	\$120,136	\$124,341	\$127,354	\$130,370	\$132,977	\$135,637	\$138,350
Curriculum Coord.	\$103,749	\$107,249	\$110,747	\$114,624	\$118,633	\$121,645	\$124,659	\$127,154	\$129,696	\$132,290
MIS	\$98,758	\$102,093	\$105,420	\$109,112	\$112,927	\$115,837	\$118,750	\$121,124	\$123,546	\$126,017
AP-HS (12 Mo.)	\$118,971	\$122,683	\$126,397	\$130,109	\$133,820	\$136,834	\$139,850	\$142,647	\$145,500	\$148,409
AP-HS (10 Mo.)	\$106,555	\$109,769	\$113,215	\$116,429	\$119,873	\$122,401	\$125,157	\$127,682	\$130,209	\$132,736
AD	\$118,971	\$122,683	\$126,397	\$130,109	\$133,820	\$136,834	\$139,850	\$142,647	\$145,500	\$148,409

Note: 1. The Night School stipend is \$3,917 per semester (Fall and Spring).

2. The Summer School stipend is \$1,958.

3. Administrators will be placed on Step IV in the beginning of their sixth full year of service as an administrator within the District.

4. Administrators will be placed on Step V in the beginning of their ninth full year of service as an administrator within the District.

5. Administrators will be placed on Step VI in the beginning of their twelfth full year of service as an administrator within the District.

6. Administrators will be placed on Step VII in the beginning of their fifteenth full year of service as an administrator within the District.

7. Administrators will be placed on Step VIII in the beginning of their eighteenth full year of service as an administrator within the District.

8. Administrators will be placed on Step IX in the beginning of their twenty-first year of service as an administrator within the District.

9. Administrators will be placed on Step X in the beginning of their twenty-fourth year of service as an administrator within the District.

SILVER LAKE REGIONAL SCHOOL DISTRICT
ADMINISTRATORS' SALARY SCHEDULE

Effective July 1, 2022
through June 30, 2023

2022-2023 2%

Position	Step I	Step II	Step III	Step IV (6 yrs)	Step V (9 yrs)	Step VI (12 yrs)	Step VII (15 yrs)	Step VIII (18 yrs)	Step IX (21 yrs)	Step X (24 yrs)
AP-MS	\$117,665	\$121,641	\$125,611	\$130,004	\$134,553	\$137,629	\$140,702	\$143,516	\$146,385	\$149,313
Director of CTE	\$112,906	\$116,722	\$120,530	\$124,751	\$129,117	\$132,189	\$135,262	\$137,968	\$140,727	\$143,543
Director of Guidance	\$110,914	\$114,658	\$118,397	\$122,539	\$126,828	\$129,901	\$132,977	\$135,637	\$138,350	\$141,117
Curriculum Coord.	\$105,824	\$109,394	\$112,962	\$116,916	\$121,006	\$124,078	\$127,152	\$129,697	\$132,290	\$134,936
MIS	\$100,733	\$104,135	\$107,528	\$111,294	\$115,186	\$118,154	\$121,125	\$123,546	\$126,017	\$128,537
AP-HS (12 Mo.)	\$121,350	\$125,137	\$128,925	\$132,711	\$136,496	\$139,571	\$142,647	\$145,500	\$148,410	\$151,377
AP-HS (10 Mo.)	\$108,686	\$111,964	\$115,479	\$118,758	\$122,270	\$124,849	\$127,660	\$130,236	\$132,813	\$135,391
AD	\$121,350	\$125,137	\$128,925	\$132,711	\$136,496	\$139,571	\$142,647	\$145,500	\$148,410	\$151,377

Note: 1. The Night School stipend is \$3,995 per semester (Fall and Spring).
2. The Summer School stipend is \$1,997.

- Administrators will be placed on Step IV in the beginning of their sixth full year of service as an administrator within the District.
- Administrators will be placed on Step V in the beginning of their ninth full year of service as an administrator within the District.
- Administrators will be placed on Step VI in the beginning of their twelfth full year of service as an administrator within the District.
- Administrators will be placed on Step VII in the beginning of their fifteenth full year of service as an administrator within the District.
- Administrators will be placed on Step VIII in the beginning of their eighteenth full year of service as an administrator within the District.
- Administrators will be placed on Step IX in the beginning of their twenty-first year of service as an administrator within the District.
- Administrators will be placed on Step X in the beginning of their twenty-fourth year of service as an administrator within the District.

APPENDIX B
EVALUATION PROCESS



Massachusetts Department of
ELEMENTARY & SECONDARY
EDUCATION

**Massachusetts Model System for
Educator Evaluation**

**Part IV: Model Collective Bargaining
Contract Language**

Appendix D. Administrator Contract Language

June 2012

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75 Pleasant Street, Malden, MA 02148-4906
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Commissioner

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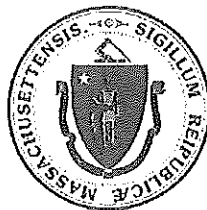
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Appendix D. Administrator Model Contract Language

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Appendix D: Administrator Model Contract Language

1) Purpose of Educator Evaluation

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

2) Definitions

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

Appendix D: Administrator Model Contract Language

- i) **Developing Educator Plan** shall mean a plan developed by the New Administrator and the Evaluator for one school year or less.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Administrator for Experienced Administrators who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Administrator and the Evaluator of one school year or less for Experienced Administrators who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 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.

Appendix D: Administrator Model Contract Language

- 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:

Appendix D: Administrator Model Contract Language

- 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.

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- 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 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.

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3) **Evidence Used in Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Administrator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) The appropriate measures of the Administrator's contribution to student learning, growth, and achievement shall be set by the district. The measures set by the district should be based on the Administrator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including, but not limited to:
 - i) Unannounced observations of practice of 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.

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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 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:

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- (c) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.
 - (d) 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).
 - (e) 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 10th (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after September 10th) to assist the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
 - iii) Unless the Evaluator indicates that a New Administrator in his/her second or third years in the current position should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, they may address appropriate shared team goals.
 - iv) For Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Administrators may include individual professional practice goals that address enhancing skills that enable the Administrator to share proficient practices with colleagues or develop additional leadership skills.
 - v) For Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
- 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

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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 15th or within three weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
- D) The Evaluator completes the Educator Plan by October 1st. The Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Administrator's signature indicates that the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator Plan.

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

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

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

- A) The Administrator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Administrator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of 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

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

11) Observations

The Evaluator's first observation of the Administrator should take place by November 15.

Observations required by the Educator Plan should be completed by June 1st, or as required by the Plan. The Evaluator may conduct additional observations after this date.

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

A) Unannounced Observations

- i) Unannounced observations may be in the form of a school site or work site visitation or any other means deemed useful by the Evaluator. Visitations may include, but are not limited to: staff meetings, team meetings, classroom visits with 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,

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

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

(c) Within 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,

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

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

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

- A) Administrators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Administrator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Administrator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.

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

14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report which must be written and provided to the Administrator by June 1st.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Administrator receives.
- D) For an Administrator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the Administrator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- 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

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

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

15) Educator Plans - General

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

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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.

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19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Experienced Administrators whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide effective leadership for students, staff and the community and provide students with the best instruction, it may be necessary from time to time to place an Administrator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 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;

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- 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 15th. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Administrator has improved his/her practice to the level of proficiency, the Administrator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is making substantial progress toward proficiency, the Evaluator shall place the Administrator on a Directed Growth Plan.
 - (c) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.
 - (d) If the Evaluator determines that the Administrator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.

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

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

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

B) Educator Administrators on Plans of Less than One Year

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

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21) Career Advancement

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

22) Rating Impact on Student Learning Growth

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

23) Using Student feedback in Administrator Evaluation

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

24) Using Staff feedback in Administrator Evaluation

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

25) Transition from Existing Evaluation System

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

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

26) **General Provisions**

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

Available June 18, 2012

