

AGREEMENT

between

THE WINCHESTER SCHOOL COMMITTEE

and

THE WINCHESTER EDUCATION ASSOCIATION

Supervisors Unit D

For

2019-2022

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PREFACE

Pursuant to the provisions of Chapter 150E of the laws of the Commonwealth of Massachusetts, this AGREEMENT is made and entered into by the WINCHESTER SCHOOL COMMITTEE (hereinafter referred to as the "COMMITTEE") and the WINCHESTER EDUCATION ASSOCIATION (hereinafter referred to as the "ASSOCIATION") Supervisor Unit D.

ARTICLE I **Recognition**

- A. The COMMITTEE recognizes the ASSOCIATION for the purpose of collective bargaining with respect to wages, hours, conditions of employment, the negotiating of collective bargaining agreements, and any questions arising hereunder as the exclusive bargaining agent and representative of all special education supervisors but excluding teachers, the Superintendent, Principals and Assistant Principals, Director of Special Education, Director of Educational Technology, Assistant Superintendent for Curriculum and Instruction, Director of Finance, and other major Central Office Personnel, supervisor assistants, per diem substitutes, home tutors, educational support personnel, Athletic Director, and all other employees of the Town of Winchester.

In the event that the COMMITTEE creates a new position not listed above, or substantially changes the duties of one of those positions excluded above, it shall immediately notify the ASSOCIATION of the change, and the ASSOCIATION shall have the right to negotiate with the COMMITTEE concerning the placement of the new or changed position in the bargaining unit.

- B. The designation "supervisor" shall refer to all unit members. The designation "director" shall refer to the Director of Special Education.
- C. The parties to this AGREEMENT will not discriminate against any supervisor because of race, creed, color, religion, nationality, sex, age or marital status, or by reason of the supervisor's membership or participation in the ASSOCIATION. In addition, a supervisor will be entitled to full rights of citizenship and, no religious or political activity of any supervisor or lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such supervisor.
- D. Inappropriate forms of communication, including but not limited to bullying, demeaning, sarcastic or unprofessional comments with/to a staff member will not be tolerated. In addition, no administrator shall demean, bully, reprimand or otherwise speak about a personal or professional matter regarding a staff member to another staff member or in the presence of another staff member or in any public forum.

ARTICLE II
Scope of Agreement

- A. The COMMITTEE and the ASSOCIATION agree to carry out the commitments contained herein and gives them full force and effect as contractual obligation. The COMMITTEE will amend its Rules and Regulations and/or policy statements and take such other action as may be necessary in order to give full force and effect to the provisions of this AGREEMENT.
- B. The rights and benefits, duties and responsibilities of supervisors provided herein are in addition to those provided by regulation of the COMMITTEE in existence on the effective date of this AGREEMENT.
- C. If any provision of the AGREEMENT or application of this AGREEMENT to any employee or group of employees shall be finally held to be contrary to state or federal law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this AGREEMENT.

ARTICLE III
Grievance Procedure

A. Definitions

- 1. The following definitions shall apply to this article:
 - a. Except as provided in paragraph E-4 of this article, a "grievance" shall mean a complaint by a supervisor that as to him/her there has been a violation, misinterpretation or misapplications of this AGREEMENT.
 - b. Except as provided in paragraph E-4 of this article, a "grievant" shall mean a supervisor with a grievance.
 - c. "Days" shall mean calendar days exclusive of Saturdays, Sundays and legal holidays.

B. Purpose

- 1. The purpose of this procedure is to secure prompt and equitable solutions to grievances, which may from time to time arise. All grievances will be handled as provided in this article.
- 2. The parties desire that grievance proceedings hereunder be kept as informal and

confidential as may be appropriate for the particular procedural level involved. It is also the desire of all parties that grievances be resolved at the lowest possible level and in the most expeditious manner possible.

C. Procedure

All grievances must be initially submitted within twenty (20) school days from the day on which the event or condition occurred, or from the day when the grievant should reasonably have known of the event or condition, which caused the grievance.

All grievances shall be processed in accordance with the following procedure:

1. Level One – Director of Special Education

A grievant shall first discuss his/her grievance with his/her Director, either alone or with a representative of the ASSOCIATION, with the objective of resolving the matter informally. If the grievant is not directly responsible to an individual Director, she/he shall discuss the grievance with his/her immediate supervisor. A grievance submitted in accordance with paragraph E-4 of this article shall also be discussed, if submitted at Level One, by the grievant and the appropriate Principal or supervisor.

2. Level Two - Superintendent of Schools

- a. If the grievance is not resolved to the satisfaction of the grievant within four (4) days after presentation at Level One, the grievant may, within four (4) more days, submit a written statement of the grievance to the Superintendent. If the grievant wishes, a representative of the ASSOCIATION may attend the meeting with the Superintendent or his/her designee concerning the grievance.
- b. Within five (5) days after receipt of the written grievance by the Superintendent, she/he or his/her designee shall meet with the grievant (and also with a representative of the ASSOCIATION, if the grievant so wishes) for the purpose of considering the grievance. The Superintendent or designee shall, within six (6) days after the conclusion of this meeting, render his/her decision in writing to the grievant. A copy shall also be sent to the ASSOCIATION whether or not a representative of the ASSOCIATION was present at such meeting.

3. Level Three - School Committee

If the grievance is not resolved to the satisfaction of the grievant at Level Two, the grievant may, within five (5) days after the date the Superintendent's or his/her designee's decision is due at Level Two; submit a written statement of the grievance to the COMMITTEE. Within ten (10) days after receipt of the

grievant's written statement of the grievance, the COMMITTEE or its designated representative or representatives shall meet to consider the grievance with the grievant and also with representatives of the ASSOCIATION, who may be observers or, at the request of the grievant, participants. The COMMITTEE shall render its decision in writing to the grievant, with a copy to the ASSOCIATION, within seven (7) days after the conclusion of such meeting.

4. Level Four - Arbitration

- a. If the grievance is not resolved to the satisfaction of the grievant in Level Three, the ASSOCIATION may, within fifteen (15) days after the date the decision by the COMMITTEE is due in Level Three, file a written request for arbitration of the grievance with the American Arbitration Association. The request shall contain a statement of the grievance, which shall be identical to the written statement of the grievance filed with the COMMITTEE under Level Three. Any arbitration hereunder shall be initiated and conducted in accordance with the American Arbitration Association Voluntary Labor Arbitration Rules.
- b. No grievance shall be subject to arbitration unless the grievance, as stated in the request for arbitration filed with the American Arbitration Association, claims a violation, misinterpretation or misapplication of this AGREEMENT. The decision of the Superintendent as to the selection, retention, or election to grant professional status to a supervisor shall not be subject to arbitration.
- c. The function of the arbitrator shall be to determine the interpretation and application of this AGREEMENT. Neither party shall have a right in arbitration to obtain, and the arbitrator shall be without power or authority to make, any decision that violates or which would alter, add to, detract from, or modify the terms of this AGREEMENT. No arbitrator shall have the power or authority (1) to make any decision, which is inconsistent with applicable law, or (2) to make any award retroactive, beyond fifteen (15) days prior to (a) the date on which the grievance was first discussed at Level One, or (b) if Level One was by-passed, the date on which the grievance was first submitted at a subsequent level.
- d. Unless the parties otherwise agree, (1) each grievance shall be processed separately in any arbitration proceedings hereunder; (2) the hearings before the arbitrator shall be held on weekdays between 4:30 P.M. and 10:00 P.M.; and (3) attendance at the hearings before the arbitrator shall be limited to witnesses and authorized representatives of the grievant, the ASSOCIATION, the COMMITTEE and school administration.
- e. The arbitrator's decision shall be in writing and shall set forth his/her reasons for the results reached. Copies of the decision shall be furnished to

the COMMITTEE and the ASSOCIATION. The decision of the arbitrator, if within the scope of his/her power and authority under this AGREEMENT, shall be final and binding upon the parties.

- f. Each party shall bear the expense arising from the preparation and presentation of its own case. The fees and expenses, if any, of the arbitrator and the American Arbitration Association shall be shared equally by the ASSOCIATION and the COMMITTEE.

D. Time Limits

1. The time limits specified by this article for the various steps of the grievance and arbitration procedure are maximum limits. If the grievant or the ASSOCIATION fails to process a grievance to the next procedural level within the time specified, the grievance shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration hereunder.
2. Any time limits applicable to Level Two may be extended by a written agreement signed by (1) the Superintendent or his/her designee, and (2) the grievant. Any time limits applicable to Level Three may be extended by a written agreement signed by (1) the Chairman of the COMMITTEE or his/her designee and (2) the grievant.

E. Miscellaneous

1. Each written statement of a grievance at Level Two and Level Three shall be signed by the grievant and shall include (1) a concise statement of the facts or events on which the grievance is based, including the date of their occurrence, and (2) an explanation of how the grievance is related to this AGREEMENT.
2. The written decision at Level Two and Level Three shall set forth the reasons for the decision.
3. The grievant and the ASSOCIATION shall each have the right to be represented by a person or persons of his/her or its own choosing.
4. If a grievance affects a group or class of supervisors, the ASSOCIATION may submit the grievance and the processing of the grievance will be commenced at either Level One or Level Two, at the ASSOCIATION'S option. For purposes of this paragraph E-4 (1) "grievance" shall mean a complaint by the ASSOCIATION that as to a designated group or class of supervisors there has been a violation, misinterpretation or misapplication of this AGREEMENT, and (2) "grievant", with respect to such a grievance shall mean the ASSOCIATION. The written statement of such a grievance at Levels Two and Three shall be submitted by the ASSOCIATION and shall contain an explanation as to how the grievance affects the designated group or class of supervisors.

5. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6. Provided the COMMITTEE and the ASSOCIATION agree, by written agreement signed by the Chairman of the COMMITTEE or his/her designee and the President of the ASSOCIATION or his/her designee, a grievance affecting a group or class of supervisors may be commenced at Level Three.
7. No censure of any kind will be made by the COMMITTEE or the school administration against any supervisor because of his/her participation in the grievance procedure.
8. The ASSOCIATION or any employee covered by this AGREEMENT understands that it is unlawful to engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of any service by said ASSOCIATION or any employee.

ARTICLE IV **Compensation**

- A. The annual salaries of all persons covered by this AGREEMENT are set forth In Appendix A.
- B. This section is intentionally left blank.
- C. Every supervisor required to participate in or to conduct special courses, workshops, or orientations outside his/her professional work year shall receive additional compensation therefore at his/her regular daily rate or portion thereof.

1. Supervisor's daily rate shall be 1/200 of his/her annual salary.

- D. Salary payments to all supervisors will be made bi-weekly through direct deposit. Payday will be on Wednesday during the calendar year. The District will provide the supervisors with electronic pay advice in lieu of paper advices/pay stubs that will indicate gross bi-weekly payment and all salary deductions made there from.

E. Advancement in salary and or salary step up to the stated maximums shall be made upon recommendations by the Director and approval of the Superintendent. Such advancement shall be based upon a continued high standard of performance and/or demonstrated improvement in efficiency of service.

1. Any supervisor, whose work or professional preparation is adjudged unsatisfactory, may be retained at the same salary for the succeeding year by the Director and with the approval of the Superintendent. Where such action is taken, the supervisor shall receive an explanation in writing before April 15. If and when a supervisor who has been judged unsatisfactory is determined to be satisfactory, he/she will be put on

his/her appropriate step on the salary guide but will not be entitled to any compensation lost during the time he/she was judged to be unsatisfactory.

F. Winchester Enhanced Longevity

1. Professional staff members with 20 (twenty) completed years of service in Winchester may elect longevity payment of \$3,000 per year for three, consecutive years that follow acceptance under this provision. Longevity payments specified in Appendix A and any sick leave buyback specified in Article X will cease upon acceptance under this provision.
2. The notice of intent to elect enhanced longevity should be given to the Superintendent by December 1 for payments to commence the following September 1. Notice of intent is for budgetary purposes.
3. Enhanced Longevity will only be available to those unit members who were hired by the Winchester Public Schools prior to June 30, 2011.

ARTICLE V
Conditions of Professional Service

A. Definitions

1. "Instructional day" shall mean the period during each day on which pupils are required to attend school, commencing with the time by which pupils must be present and ending with the time of general pupil dismissal. The "Instructional day" shall include recess and lunch periods and the like. (It is recognized that, with respect to any school, a substantial number of pupils may be assigned a commencement and termination time different from such times applicable to the other pupils.)
2. "Professional work day" shall mean the period during each day when supervisors may be required to be present in school pursuant to the terms of this AGREEMENT.
3. "School day" shall mean any day during which students are in attendance.
4. "Instructional year" shall mean the number of days in each twelve month period on which pupils are required to attend school.
5. "Professional work year" shall mean the number of days in each twelve-month period on which supervisors are required to be present at school for the performance of their assigned tasks.

B. Instructional Day and Year

The length of the instructional day and of the instructional year, the starting and ending time of the instructional day, the length of instructional periods and the starting and ending days of the instructional year are matters entirely within the discretion of the COMMITTEE.

C. Professional Work Day and Year

1. The professional workday for Supervisors shall begin no earlier than 7:45 AM and end not later than 4:15 PM,
2. The Superintendent, Director or a principal may require a supervisor to be present, before or after the instructional day, within the professional day, with reasonable frequency and notice.
3. In addition to the requirements set forth in paragraph C.1 above, a supervisor shall be available for as much time before or after the instructional day as he/she in his/her professional judgment, determines is necessary to provide adequately for his/her programs and students.
4. The-professional work year shall be two hundred (200) days; Three (3) of the-days will be worked in support of district-wide initiatives, including leading/co-leading professional development, related to special education. Any initiative assignments shall be mutually agreed upon between the Special Education Supervisor and Administrator of Special Education
5. New supervisors shall be present for two and one half (2 ½) additional orientation days as established by the Superintendent during the week prior to the beginning of the professional work year.
6. If instructional days are lost because of school cancellation supervisors will be required to serve as many days as are necessary to provide one hundred eighty (180) instructional days.

ARTICLE VI
Deductions

A. The COMMITTEE, whenever authorized by any supervisor in writing, shall provide that payroll deductions on behalf of such supervisors shall be made every payday and paid over in accordance with such authorization for any or all of the following purposes:

1. Professional dues.
2. Premiums under annuity contract.

3. Premiums under any annuity contract purchased for the supervisor by the COMMITTEE.
4. Payments to the Winchester Municipal Federal Credit Union.
5. Premiums for an Income Protection Insurance Plan.
6. Medical and flexible spending plans.

B. Supervisor authorizations and the procedure for ASSOCIATION dues deduction shall be as follows:

1. Authorization Form:

**AUTHORIZATION FOR PAYROLL DEDUCTION
ASSOCIATION DUES**

I hereby authorize the Winchester School Committee to deduct annually the current dues of my local, state and national supervisor associations.

The specific amount of the current dues of each Association shall be certified to the Committee by my local Treasurer on or before September fifteenth of each year.

The deductions shall be made in accordance with the agreement between the Winchester Education Association and the Winchester School Committee.

The Treasurer of the Town of Winchester shall transmit the dues to the Winchester Education Association Treasurer who shall be bonded.

I understand that I must give at least sixty days' notice to the Committee to withdraw this authorization for a subsequent school year.

Date of Signing

Supervisor's Signature

2. The ASSOCIATION will certify to the Committee in writing the current rate of its membership dues at least thirty (30) days prior to the effective date of such change.
3. Dues deductions will be made in equal installments from each bi-weekly check during the months October through May during the school year. The COMMITTEE will not be required to honor for any month's deduction any

authorizations that are delivered to it later than two (2) weeks prior to the preparation of the payroll from which the deductions are to be made.

4. The amounts so deducted shall be paid to the Treasurer of the ASSOCIATION monthly. A town check mailed or otherwise delivered payable to said Treasurer, shall be a complete discharge of the contractual obligation of the COMMITTEE and the Town and there is no obligation to look to the application of the proceeds.

ARTICLE VII

Sick Leave

- A. Each supervisor will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year, whether or not he/she reports for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
 1. Each supervisor shall receive annual notice of his/her accrued sick leave no later than October 1 of each year.
- B. This section left intentionally blank.
- C. Full leave with pay for five (5) consecutive days quarantine only or as prescribed by the Board of Health will be given in addition to sick leave.
- D. The COMMITTEE may, as it deems necessary, require confirmation of the reasons for sick leave absence.
- E. At the commencement of each professional work year, the COMMITTEE shall establish a fund of days to be called Sick Leave Bank. The Sick Leave Bank shall have in it one hundred eighty-three (183) days, which days shall be available to any supervisor qualifying therefore who, because of illness or injury, has exhausted his/her own such leave both current and accumulated, provided that the Sick Leave Bank shall be available only to supervisors who have completed one year of service in the Winchester Public Schools.
 1. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of six members. Three members who are members of the School Committee or school administration shall be designated by the COMMITTEE, and three members who are supervisors shall be designated by the ASSOCIATION. The Sick Leave Bank Committee shall satisfy itself that the supervisor in question has suffered or continues to suffer a prolonged illness or a prolonged disability arising from injury or illness and that said supervisor has exhausted or is about to exhaust his/her own sick leave benefits.
 2. Any unused days remaining in the Sick Leave Bank at the end of the professional work year shall not accumulate from year to year.

3. The award of any days from the Sick Leave Bank shall require a majority vote of the whole committee. The award by the committee of any such days shall not be subject to the grievance or arbitration provisions of this AGREEMENT.

F. Sick Leave Buyback

1. In recognition of service to the Town of Winchester, any unit member who will have completed twenty (20) years of service in Winchester by the time s/he retires shall be paid twenty-five dollars (\$25) per day for any number of sick days beyond the first one hundred (100) days of their accumulated sick leave. In order to qualify for this payment, the supervisor must notify the Superintendent by December 1st of each year, of his/her intent to retire at the conclusion of that school year.
2. The notice requirement of this section is intended for budgetary considerations and may be waived at the discretion of the Superintendent in any case where an unanticipated illness, accident, disability or life event causes the supervisor to retire or apply for benefits under the provisions of the requisite retirement act or appropriate statute.
3. In the event of the death of a member of the unit eligible for this benefit, the supervisor's estate will be paid this benefit.

G. Family Medical Leave Act

The Family Medical Leave Act (FMLA) is herein incorporated by reference.

H. Workers' Compensation

When a member of the unit is absent from work because of an injury that is compensable under the Workers' Compensation Act, the unit member will be able to use his/her own accumulated sick leave and the sick leave bank to maintain full salary. Days so used will be calculated on a pro rata basis. When the unit member is absent because of a personal injury not due to his/her own negligence, received by him/her as a result of an assault or battery incurred during the course of his/her employment, the Committee shall grant personal injury leave under the provisions of Article XVII, Supervisor Protection, and there shall be no deduction of sick days.

ARTICLE VIII
Leaves of Absence With Pay

A. Each supervisor will be entitled to, in addition to Sick Leave provided for in Article IX of this AGREEMENT, the following temporary leaves of absence with pay each school year:

1. Three days leave of absence for the observation of religious holidays which require his/her absence from work. The supervisor will be required to give one week's notice to the director.
2. Two days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, which will be beneficial to the supervisor and the school system. The supervisor will be required to seek approval from the director one week prior to the leave. Upon mutual agreement with the principal or director, the supervisor may submit a written report with respect to each such leave taken. Additional days may be given at the discretion of the director. The supervisor shall also be entitled to use any unused personal days as provided in section C1 of this article.
3. Time necessary for appearances in any legal proceeding connected with the supervisor's employment or with the school system, or by subpoena of the court.
4. Up to five (5) days will be granted for each absence because of the death of 1) a supervisor's spouse, child, son-in-law, daughter-in-law, sibling, parent or of 2) another member of the immediate household or of 3) an individual who has a relationship to the supervisor substantially like that of those mentioned above. Supervisors may be granted additional days at the discretion of the Superintendent.
5. Up to five (5) sick days may be used for each illness requiring bedside, medical, parental or household attention by the supervisor of 1) a supervisor's spouse, child, son-in-law, daughter-in-law, sibling or parent or of 2) another member of the immediate household or of 3) an individual who has a relationship to the supervisor substantially like that of those mentioned above. Supervisors may be granted additional days not deducted from sick leave at the discretion of the Superintendent.
6. Time necessary to attend a supervisor's Selective Service examination, physical examination, or any other tests required of the supervisor by the United States Government.

B. Military Leave

1. Each member covered by this AGREEMENT who is a member of a state or national military component shall be entitled to up to the number of days allowed by statute each school year to serve with said military component. Pay for such

leave shall be the difference between the salary of the supervisor under this AGREEMENT for the period of such leave and the pay and allowance which he/she receives from such active duty service as evidenced by pay voucher submitted as a prerequisite for the receipt of pay from the Winchester Public Schools.

2. If a supervisor's attendance at an academic institute is required by the institute prior to the end of a supervisor's work year, he/she shall be released up to one week prior to the closing date of the work year without loss of pay, at the discretion of the director.

C. Personal Leave

1. In each school year each supervisor:
 - a. will be entitled to two and one half (2.5) days leave of absence with pay for personal or business matters,
 - b. will be entitled to accumulate up to six (6) personal leave days over four school years.

(Supervisors who have more than six (6) personal days accumulated prior to September 1, 2016, will have their additional personal days “grandfathered” for future use. Such supervisors will not receive additional personal days on September 1st until such time as their accumulated personal days are below six (6) on September 1st.)
 - c. if the supervisor did not use the full number of days of such leave to which she/he were entitled in the previous school years, she/he may use such unused leave days during the current school year; and
 - d. the supervisor shall be able to use any personal days for professional development, i.e. attending meetings or conferences of an educational nature; provided, however, that in no event shall any supervisor be entitled under C. 1. to use more than a total of six (6) “personal” days leave of absence for personal, business or professional development matters during any school year.
2. Requests for personal leave shall be made at least forty-eight (48) hours before taking such leave (except in cases of emergencies) and the supervisor will not be required to state the reason for taking such leave other than he/she is taking it under this section. The parties agree that such leave must be taken for important personal, professional development or business reasons and not as vacations or recreation.
3. Personal days shall not be allowed on the day immediately before or immediately after a holiday and/or vacation except in an emergency or in extenuating circumstances. If a supervisor requests emergency or extenuating circumstances

personal leave under this specific paragraph, the supervisor will provide the Superintendent with the reason for such leave.

ARTICLE IX
Leaves of Absence Without Pay

- A. The COMMITTEE agrees that one professional status supervisor designated by the ASSOCIATION will, upon request, be granted a leave of absence for up to two years without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such leave, a supervisor will be considered as if he/she were actively employed by the COMMITTEE during the leave. The period of time spent on such leave shall not be counted as service for the purpose of advancement on the salary schedule.
- B. A leave of absence without pay of up to two years will be granted to any professional status supervisor who joins the Peace Corps, Vista, Massachusetts Supervisors Corps or serves as an exchange supervisor, and is a full-time participant in any such program. Upon return from such leave a supervisor will be considered as if he/she were actively employed by the COMMITTEE during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
- C. Military leave will be granted for term of induction or original enlistment to any supervisor who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a supervisor will be placed on the salary schedule at the level that he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of four years.
- D. Parental Leave
 - 1. The COMMITTEE and the ASSOCIATION recognize that the provisions of Section 105D of Chapter 149 of the General Laws of Massachusetts (“Massachusetts Parental Leave Act” or “MPLA”) provide statutory rights concerning parental leave to certain supervisors and that the Family and Medical Leave Act also provides parental leave for certain eligible employees.
 - 2. A leave of absence without pay will be granted to a supervisor who has completed 90 days of employment for the purpose of adoption or birth of a child, subject to the following conditions.
 - a. The supervisor must notify the Superintendent in writing, with as much advance notice as possible, that he/she will require a leave of absence for childbirth or adoption, specifying the dates requested for the beginning and end of the leave. The notification shall be provided at least eight weeks before the leave is to begin.

- b. The length of leave may extend through the end of the school year during which the birth or adoption occurs and, at a maximum, through the end of the next school year. (For example, if the birth or adoption takes place on March 1, the leave may extend through the end of that school year, plus one additional school year.)
3. A supervisor who is pregnant or on leave due to child birth and who is physically unable to work because of disability related to the pregnancy or birth may, while school is in session, use her accumulated personal sick leave to cover those days when she is disabled and unable to work. A mother is presumed to be disabled and unable to work for the first eight weeks following childbirth. The Superintendent may require the supervisor to submit adequate medical evidence for any other period of disability. In addition, if the Superintendent or the Administrator of Special Education questions the fitness of the supervisor to return to her position, he/she may require the production of adequate medical evidence and/or examination by a physician mutually agreed upon by the COMMITTEE and the supervisor prior to the supervisor's return.
4. Any professional status supervisor who has accepted a child as part of adoption procedures may use his/her accumulated personal sick leave, up to 40 days, to cover those days when he/she attends to the adoption of his/her child. The Superintendent may require the supervisor to submit adequate evidence for the period necessary to attend to the adoption.
5. If a supervisor does not return to his/her employment at the scheduled end of his/her parental leave, his/her employment will be terminated. A supervisor on parental leave who wishes to extend the leave beyond that originally scheduled during the current school year must seek approval from the Superintendent for such extension at least five weeks prior to the originally scheduled return date. A supervisor on parental leave who wishes to extend the leave beyond that originally scheduled into the next school year must seek approval from the Superintendent for such extension no later than May 1. A failure to do so will allow the Superintendent to terminate said supervisor's employment.
6. During all unpaid portions of parental leave, the supervisor will not accrue benefits or pay increments. However, at the time of return, all benefits to which a supervisor was entitled at the time a parental leave commenced, including unused, accumulated sick leave, will be restored to the supervisor upon his/her return, and the supervisor will be assigned to the same or comparable position held at the time the leave commenced.
7. **Parental Leave for Non-Birth Parent**
A supervisor who is eligible for leave pursuant to Massachusetts General Laws, chapter 149 section 105D, as the non-birth parent shall be eligible to use up to and including five (5) accrued sick leave days for the birth of his/her child in addition to any leave such supervisor may be eligible for under Article VIII.A. 5. and/or

personal leave. Such supervisor shall provide at least two (2) weeks' notice to the Director of Personnel of the anticipated date of departure.

- E. A leave of absence without pay or increment of up to one year will be granted to a professional status supervisor for the purpose of caring for a sick member of the professional status supervisor's immediate family. Additional leave may be granted at the discretion of the COMMITTEE.
- F. The COMMITTEE will grant a leave of absence without pay or increment of up to four (4) years to any professional status supervisor to campaign for, or serve in a major public office.
- G. A professional status supervisor will be granted a leave of absence without pay or increment for up to one year for personal health reasons. Requests for such leave will be supported by appropriate and acceptable medical evidence.
- H. Any supervisor whose personal illness extends beyond the period compensated may be granted a leave of absence. Requests for such leave will be supported by appropriate and acceptable medical evidence.
- I. A leave of absence of one year may be granted to any professional status supervisor not eligible for Sabbatical Leave as provided for in Article IX of this AGREEMENT, for the purpose of engaging in study or a work program related to his/her professional responsibilities. An additional year may be granted at the discretion of the COMMITTEE. Written notification of intent to seek such leave of absence must be filed with the Superintendent by no later than April 1 of the school year immediately prior to the intended leave, with final notice being filed, as stated above, no later than June 30 of the aforementioned school year. Upon return from such leave without pay or increment, a supervisor may, upon the recommendation of the Superintendent and at the discretion of the COMMITTEE, receive salary credit.
- J. Other leaves of absence without pay may be granted by the COMMITTEE.
- K. All benefits to which a supervisor is entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same or comparable position which he/she held at the time said leave commenced.
- L. All requests for leaves, extensions, or renewals of leaves will be made and responded to in writing.
- M. Supervisors on leave of absence without pay or increment will give written notice to the Superintendent of Schools by March 1 of their intent to return the following September.
- N. Nothing in this Article shall be construed so as to preclude any non-professional status supervisor from applying for or the COMMITTEE from granting any leaves to which a professional status supervisor is entitled.

ARTICLE X
Sabbatical Leave

- A. The COMMITTEE may grant sabbatical leave for up to five supervisors with professional status for study or research, subject to the following conditions:
1. Supervisors applying for such leave must have completed at least seven consecutive years of satisfactory service in the Winchester Schools since their employment or last sabbatical leave, to commence the following September.
 2. Supervisors who receive such sabbatical leave shall be granted full pay for one year, or full pay for one-half year.
- B. The president of the ASSOCIATION (or his/her designee) shall notify the Superintendent of Schools prior to December 1 as to how many supervisors intend to apply for sabbatical leave to commence the following September.
1. Application for sabbatical leave, commencing in September, shall be submitted in writing to the Superintendent of Schools on or before March 1 and action must be taken on all such requests no later than April 1 of the school year preceding the September for which the sabbatical leave is requested. Reasons for rejection of an application for sabbatical leave shall be given to the applicant in writing upon the request of the applicant.
 2. Such application shall include, but not necessarily be limited to, information concerning the nature of the sabbatical leave, its purpose, duration, location, the role that supervisor will play in any program for which the leave is taken, the relationship to any academic or non-academic institution, the anticipated results of the leave, and the educational benefits, which will accrue to the supervisor and to the Winchester Public Schools.
- C. Upon his/her return from sabbatical leave, a supervisor will submit to the Superintendent of Schools a written report as required by the Superintendent with respect to such leave taken.
- D. Each supervisor on sabbatical leave shall receive from the COMMITTEE all the related fringe benefits, which he/she would have received if he/she had remained on active duty.
- E. Prior to the granting of a sabbatical leave, a supervisor shall enter into a written agreement with the COMMITTEE that if his/her application is approved and he/she receives sabbatical leave, he/she will, upon expiration of such leave, either return to the Winchester School Department and serve therein for a period twice the length of the leave granted, or refund to the Town that proportion of the salary paid him/her while on leave that the unexpired period of agreed service bears to the total period of such service. In cases of death, incapacitating illness, or other circumstances beyond the control of the individual as approved by the COMMITTEE, the supervisor's liability for repayment is cancelled.

- F. Upon his/her return from sabbatical leave, a supervisor shall be placed on the salary schedule at the level he/she would be on had he/she remained actively employed in the system, and all benefits to which he/she was entitled at the commencement of the leave, including accumulated unused sick leave, shall be restored to him/her; and he/she will be assigned to the same or comparable position which he/she held at the time said leave commenced.

ARTICLE XI
Reductions In Force

Subject to the provisions of this AGREEMENT, the COMMITTEE retains the right to determine the number of supervisor positions that are needed in the school system and also retains the right to determine the employees to be laid off and recalled.

- A. A supervisor on professional status shall not be laid off if there is a non-professional status supervisor whose position the supervisor on professional status is qualified to fill.
- B. In determining the order in which supervisors shall be laid off within the separate groups of professional status and non-professional status supervisors, the Superintendent shall consider only the following factors in laying off supervisors:
 - 1. Professional training as evidenced by column placement on the salary schedule
 - 2. Experience within a discipline
 - 3. History of performance
 - 4. Reasonable needs of the school system
 - 5. Total number of years of continuous service in the school system
- C. When, save for seniority, the foregoing factors are, in the judgment of the Superintendent substantially equal, seniority shall govern. The Superintendent's judgment shall be set aside only where it was not made in good faith and/or was arbitrary or capricious.
- D. Seniority is defined as length of service in bargaining unit from the first day for which compensation is received. Authorized leaves of absence will not break continuity for seniority purposes. Time spent on authorized leaves of absence with pay will accrue towards seniority credit. Time spent on authorized leaves of absence without pay will not accrue towards seniority credit.
- E. No reduction in force shall take effect on other than the first day of a school year.
- F. Supervisors who are on layoff shall for twenty (20) months after the effective day of layoff be placed on a recall list and shall be given absolute preference for any vacancy or new position that they are qualified to fill. During the recall period, supervisors who have been laid off shall be given absolute preference on the substitute list if they so desire.

- G.. Supervisors who have been laid off shall, during their recall period, be notified in writing by the Superintendent's Office, provided they have left their home address with the Superintendent's Office, of any open positions in the system, which they may be qualified to fill. A copy of the recall notice from the Superintendent will also be sent to the WEA President.
1. Failure to accept an offer of employment or to respond to an offer within ten days of the receipt of the offer for any such suitable position shall terminate the supervisor's recall rights. If there is more than one supervisor with recall rights when an open position is to be filled, then the order of recall within disciplines shall be the reverse of the order of layoff.
 2. When a position within a particular discipline becomes available, and there is no one on the recall list who was laid off from said discipline, then a supervisor on the recall list shall be given absolute preference for said position for which they are qualified.
 3. Supervisors with recall rights shall be offered part-time positions, but refusal to accept a part-time position shall not affect recall rights. If the first supervisor on the recall list accepts a part-time position, and subsequently a full-time position becomes available through expansion of the part-time position or otherwise, then he/she shall have the first right to the full-time position. If the part-time position is filled by any other supervisor, and if the part-time position expands, said supervisor may keep said expanded part-time position. But if a different full time position becomes available, then said position will be filled by the recall list.
- H.. Supervisors recalled after layoff under this Article shall be placed on that step of the salary schedule that is one step higher than the one on which they were at the time of their last day of teaching prior to being laid off. Also, such supervisors carry over only the accumulated sick leave and personal leave days that were credited to them at the time of their last day of teaching prior to being laid off.
- I.. The Superintendent shall make every effort to notify any supervisor who is to be effected by a reduction in force by May 15, but in any event no later than June 15 of the school year preceding the school year in which the reduction is to be effected. If the budget is completed earlier than June 15, supervisors will be notified in a timely manner.
- J.. By November 1 of each school year, the Superintendent shall publish the seniority list. The list shall be posted in each school in the staff room and a copy shall be sent to the Association President. If a supervisor or the Association believes there is a mistake, s/he has sixty (60) days to file an objection with the Superintendent and the President of the Association. If the Superintendent and the President of the Association cannot resolve the objection, the matter shall be sent to expedite arbitration through the AAA.

ARTICLE XII
Supervisors Assignment

- A. At least one week prior to the end of the instructional year, every supervisor will be notified of his/her assignment for the following school year, including the school, schools or the grades to which he/she will be assigned.
- B. Each supervisor required to use his/her automobile in the performance of his/her assignment will receive three hundred dollars (\$300) per year for all such driving which is approved in advance by an administrator.
- C. Each supervisor will be issued a cell phone (“smart phone”) by the district for work related use. The district will issue the cell phone no later than February 1, 2017.
- D. Prior to final assignment of evaluation responsibilities, Special Education Supervisors will consult with Principals to offer feedback on the primary and secondary evaluator assignments for teachers.

The district will assign a primary and secondary evaluator for every special education teacher. The primary and secondary evaluators will collaborate to discuss any expectations and responsibilities related to completion of the evaluation, such as: observations, formative evaluations, and summative evaluations.

If the primary and secondary evaluator are unable to come to an agreement with regards to the expectations and responsibilities related to the completion of the evaluation, then the superintendent or his/her central office administrator designee will meet with both parties and make a decision.

ARTICLE XIII
Insurance and Annuity Plan

- A. In the event of any change in Town policy, the COMMITTEE will request the Selectmen to pay the maximum premium permitted by the Town policy of the cost of the following types of insurance coverage:
 - 1. A life insurance plan of the type presently available to supervisors.
 - 2. Individual or family coverage, whichever applies in the particular case, for the current Town approved health plan presently available to supervisors.

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Effective September 1, 2012 the premium split for individual plans will change from 79% Employer and 21% Employee to 75% employer and 25% Employee; the premium split for the family plan will change from 77% employer and 23% Employee to 75% Employer and 25% Employee and from 73% Employer and 27% Employee to 75% employer and 25% Employee.

- B. In the event a supervisor is on leave of absence in accordance with Article VIII, Sections G and H for health reasons or leave of absence under Article X, the insurance benefits provided above shall continue for the duration of that leave, payments to be apportioned according to State statute.
 - 1. Payments of insurance premiums shall be made on the policies provided for in paragraph A above to provide insurance coverage for the full 12 month period commencing September 1 and ending August 31.
- C. Supervisors will be eligible to participate in a "Tax Sheltered Annuity Plan" established pursuant to United States Public Law, No. 87-370 and pursuant to General Laws, Chapter 71-37B.

ARTICLE XIV
Protection

- A. Supervisors shall be required to report in writing to the Superintendent of Schools any case of assault in connection with the supervisor's employment. The Superintendent of Schools shall acknowledge receipt of such report and shall report this information to the COMMITTEE. The Principal or immediate supervisor will promptly report the incident to proper law enforcement authorities.
 - 1. The alleged assault will be promptly investigated by the supervisor's Principal and the Superintendent of Schools or his/her designee. The report of this investigation shall be forwarded to the COMMITTEE.
 - 2. In any such case, the COMMITTEE will render assistance to the supervisor in connection with handling of the incident by law enforcement, legal, or medical authorities. Such assistance shall include but not be limited to complying with any request within reason by the supervisor for information in its possession relating to the incident or the person involved.
- B. The COMMITTEE shall grant personal injury leave to any supervisor who is absent because of a personal injury, not due to his/her own negligence, received by him/her as the result of an assault or battery incurred during the course of his/her employment. The additional leave for personal injury, under this Article shall be equal in duration to the period of his/her absence as an injury leave as when added to the amount of any weekly Workmen's Compensation disability allowance actually received will result in the payment to him/her of his/her full salary, subject to any legal constraints, until such time as determination is made regarding the supervisor's ability to return to his/her assignment.

ARTICLE XV
Association Rights and Privileges

Children of full-time supervisors employed in the Winchester School System who reside outside of Winchester shall be allowed to attend the Winchester schools tuition free. This provision of the AGREEMENT will not apply to employees whose employment start dates are after September 1, 2014.

1. The Child may be enrolled only at the beginning of a school year. Initial enrollment is subject to the availability of space in the particular grade level or program for which the student is otherwise eligible, as determined by the Superintendent, and is further subject to the supervisor's submission of all registration information (such as immunization and other records) required of resident children who seek to enroll.

2. The services to be provided to the student will be limited to those ordinarily delivered within the district's general education facilities. For example, in the event the student wishes to access a vocational program or requires a substantially separate special education program not ordinarily delivered in the district's facilities, the teacher will be responsible for enrolling the child in his/her district of residence.

3. The supervisor is responsible for payment of any applicable tuition and any user fees applicable to resident children and is further responsible for providing any and all transportation associated with the student's attendance in the district.

4. In the event that the parent/guardian ceases to be employed as a full-time supervisor by the district, the child's enrollment will be terminated. Students are also subject to suspension and/or expulsion in accordance with the district's policies relating to student conduct and discipline, with the understanding that the district will provide

ARTICLE XVI
Personnel File

1. During the first week of the school year, the location of all files on each supervisor shall be made known to him/her. The supervisor shall have the right to review and to duplicate the contents of any such file upon request. A supervisor may, if he/she wishes, have a representative of the ASSOCIATION accompany him/her during such a review.

2. No statement(s) of derogatory nature shall be incorporated in the personnel file of a supervisor covered by the Agreement without having been previously made known to the supervisor, who shall have the right to file a written answer thereto which shall be attached to said statement(s).

3. Copies of any evaluation report or of any written complaint from anyone outside of the school system will be furnished to any supervisor upon request.

ARTICLE XVII
Evaluation

Supervisors will be evaluated per the language in Appendix B of this collective bargaining agreement.

ARTICLE XVIII
Professional Development and Educational Improvement

A. Courses, Conferences, & Workshops

1. The Committee will pay tuition and fees each year for courses, conferences and workshops approved by the Superintendent of Schools. Reimbursement of tuition and fees shall be paid upon receipt of a transcript certifying satisfactory completion of the course(s). Reimbursement shall be limited to an aggregate coursework/conference/workshop maximum of eighteen hundred dollars (\$1,800.00) per unit member over the term of the Agreement. Supervisors are expected to participate in courses, conferences, and workshops that will allow them to remain current on regulations and laws and to offer professional development for other staff in district.
2. The COMMITTEE will pay one-hundred percent of all costs including tuition and fees for courses required by the COMMITTEE or Superintendent of Schools. The COMMITTEE will pay full expenses for each day, during the regular school year, of a supervisor's attendance at any workshop or seminar he/she is requested to attend by the COMMITTEE or Superintendent of Schools.
3. The COMMITTEE will pay full expenses plus per diem pay for each day of a supervisor's attendance at any workshop or seminar he/she is requested to attend by the COMMITTEE or the Superintendent of Schools, between the close of school in June and the opening of school in September.
4. A staff member who does not qualify for reimbursement in A. 1 above and who feels that he/she needs to take a course due to a curriculum change instituted by the system may petition the Superintendent for course approval and reimbursement. Any reimbursement for tuition and fees under this section is subject to the aggregate limit of eighteen hundred dollars (\$1,800) per unit member per year over the term of the agreement.

B. Salary credit may be given for successful completion of all in-service courses offered by the COMMITTEE.

C. Internships

The ASSOCIATION and the COMMITTEE encourage members of the professional staff

to perform within the school system required internships that are part of an educational program as long as the performance of the internship does not interfere with the staff member's duties and the appropriate Director and the Superintendent of Schools have approved.

ARTICLE XIX
Conditions for Movement on the Salary Schedule

- A. Movement on the salary schedule may be accomplished by College or Winchester Course Work, Curriculum Development, or Workshops, Conferences and Institutes that require 15 hours of focused study on a specific content.
- B. For a column move to become effective, credits must be earned by August 31st and the paperwork submitted to the Assistant Superintendent's office by October 15th. All credits earned for movement to a new column must have been earned subsequent to the movement from the current column.
- C. Where the approval of the Superintendent or his/her designee is required, such approval shall not be unreasonably withheld.
- D.. The following options exist for earning credits toward advancement on the salary columns.
 - 1. College Course Work
 - a. Graduate hours courses must be taken at an accredited institution.
 - b. Undergraduate courses which enhance a supervisor's general knowledge and/or skills will also be allowed for credit, when the undergraduate course is beneficial to the professional growth of the supervisor and contributes to the needs of the system: the supervisor must receive a grade of B- or better in order to receive credit.
 - c. Supervisors are encouraged to acquire additional areas of certification and shall receive salary credit for course work in those areas.
 - d. Conditions.
 - 1) Prior approval of the Superintendent or his/her designee, through the completion of the *Prior Approval of Course Form* is required
 - 2) All credits and degrees must be earned from a college or university accredited by the New England Association of Colleges and Secondary Schools or similar agency.
 - 2. Winchester Courses will automatically qualify for credit at the ratio of fifteen (15) hours equals one (1) credit.

3. Workshops, Conferences and Institutes

- a. Workshops, conferences and institutes offered in and outside of Winchester will be approved for credit at the rate of (1) credit for each fifteen (15) hours of class time (i.e. 15 PDPs) subject to the following conditions:
 - 1) Prior approval by the Superintendent or his/her designee through the completion of a *Prior Approval Course Form*
 - 2) Contributes to the professional growth of the supervisor and the needs of the system.
 - 3) Must consist of 15 hours of focused study on a specific content.
 - 4) Credit will be awarded for work done outside of the regular school day.

ARTICLE XX
Academic Freedom

- A. Supervisors will have the right to participate in any political activity or to run for public office providing such activities will not interfere with normal supervising duties.
- B. The responsibility for the determination of educational policy and curriculum content rests with the COMMITTEE. The COMMITTEE recognizes the right of the supervisor to interpret that policy and curriculum guidelines within reasonable constraints.

ARTICLE XXI
Just Cause

A supervisor shall not be suspended or terminated without just cause. Any supervisor receiving a reprimand shall only be reprimanded for just cause.

To that end, the Association recognizes the authority and the responsibility of the Director for disciplining or reprimanding a supervisor for delinquency of professional performance. If a supervisor is to be reprimanded or disciplined, she/he shall have the right to Association representation present at such questioning or other form of hearing or exercise of authority to discipline or reprimand if she/he so states at the time. Refusal to allow her/him such representation shall constitute a grievance, which shall be dealt with starting at Level 2 of Article III of the Agreement.

Keeping in mind that discipline should be appropriate for the particular delinquency of professional performance, and that this shall be applied in a fair and equitable manner across the school system, the following just cause fairness standards for reprimands shall apply:

- A. Typically, a reprimand is preceded by appropriate counseling and/or verbal warnings by the reprimanding Director or administrator.

- B. A reprimand of a supervisor by his/her Director is deemed to be the end of discipline for the particular incident; that is, the supervisor shall receive no additional discipline for the event leading to the reprimand.
- C. Stronger discipline may be applied to a supervisor if there is a recurrence of a similar incident involving the same supervisor.

ARTICLE XXII
Committee Rights

The ASSOCIATION recognizes that the COMMITTEE has responsibility for establishing the implementation of educational policies of the public schools of Winchester, for the management of such schools and the direction of their operation, including but not limited to the right to determine the need and operation of school facilities; to employ, assign, transfer, promote, suspend, demote, or dismiss supervisors of the schools, and to exercise such other authority, rights and powers, as conferred upon the COMMITTEE by the laws of Massachusetts and the rules and regulations of any pertinent agency of the Commonwealth except as restricted by the express terms of this AGREEMENT.

ARTICLE XXIII
Health and Safety

- A. The Committee will comply with all health and safety laws as well as occupational health and safety standards and regulations as adopted by OSHA, the Department of Labor and all local and state agencies.
- B. When there is an event that results in the relocation of a unit member from one space to another, the unit member shall be responsible only for the packing, unpacking and labeling of his/her goods.
- C. There shall be a Health and Safety Committee in each school building. The committee shall consist of four members: a central administration designee, an Association designee, the building principal, and a building-based staff member appointed by the Association. The committee can be activated at the building level by either representative notifying the other of a desire to meet on a specific health and safety issue or by either system representative notifying the other of the desire to activate the committee for a specific purpose.
- D. Every effort to resolve the health and safety issue with the building principal will be made prior to activating the Health and Safety Committee. If an issue is not resolved satisfactorily in a timely fashion, the Health and Safety Committee will be activated.

- E. The purpose of the committee is to hear complaints concerning unhealthy or unsanitary working conditions; and after review, investigation, and evaluation of said complaints, to make recommendations to the appropriate authorities.

ARTICLE XXIV
Acceptable Use Policy

- A. The staff shall have personal use of computer technology before and after the student day as well as any other time when a computer station is not needed by another staff member for his/her professional responsibilities.
- B. Staff members will work with the administration and the authorities where there is evidence of student misuse of computer technology.
- C. A supervisor monitoring students using technology in his/her area shall not be held responsible for a student's violations of the WPS Acceptable Use Policy. If a supervisor becomes aware of inappropriate behavior, she/he shall report it to the administration.
- D. The WSC shall take reasonable steps to ensure that computer technology shall be available in all buildings.

Term of Contract

This AGREEMENT shall be effective as of July 1, 2019 and shall remain in effect until June 30, 2022. IN WITNESS WHEREOF, the parties hereunto set their hands and seal this ____day of _____ of 2019.

School Committee of the
Town of Winchester

Winchester Education Association

Appendix A-1 **Salary Schedule**

Apply the following increases:

<i>September 1, 2019</i>	2.5%
<i>September 1, 2020</i>	2.5%
<i>September 1, 2021</i>	2.5%

Longevity

Longevity payments will begin in the fourteenth (14th) year of service.

13 – 19 years	\$ 955
20 – 24 years	\$1,204
25+ years	\$1,452

Enhanced Longevity	\$3,000
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Appendix B

Evaluation

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1) **Purpose of Educator Evaluation**

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

2) **Definitions**

- A) **Administrator:** Inclusive term that applies to all Administrators covered by this article, unless otherwise noted. Administrators may include individuals who serve in positions involving teaching and other direct services to students.
- B) **Artifacts of Professional Practice:** Products of an Administrator's work and staff and student work samples that demonstrate the Administrator's knowledge and skills with respect to specific performance standards.
- C) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Administrative Leadership Practice (603 CMR 35.04).
- D) **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that

are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.

- E) **Educator Plan:** The growth or improvement actions identified as part of each Educator’s evaluation. The type of plan is determined by the Administrator’s career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Administrator Plan** shall mean a plan developed by the New Administrator and the Evaluator for one school year or less.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Administrator for Experienced Administrators who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Administrator and the Evaluator of one school year or less for Experienced Administrators who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Experienced Administrators who are rated unsatisfactory with goals specific to improving the Administrator’s unsatisfactory performance. In those cases where an Administrator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- F) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- G) **Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- H) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Administrator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Administrator’s performance ratings and evaluation.

- ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Administrator's progress through formative assessments, evaluating the Administrator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
 - iii) **Administrators Assigned to More Than One Building:** The superintendent or designee will determine who the primary evaluator is for each Administrator who is assigned to more than one building.
 - iv) **Notification:** The Administrator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Administrator.
- I) **Evaluation Cycle:** A five-component process that all Administrators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
 - J) **Experienced Administrator:** An administrator who has completed three school years in the same position in the district.
 - K) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
 - L) **Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
 - M) **Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Administrator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative Leadership Practice, or both.
 - N) **Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator Plan. A goal may pertain to any or all of the following: Administrator practice in relation to Performance Standards, Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Administrators, by the Evaluator, or by teams, departments, or groups of Administrators who have the same role.

- O) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- Q) **New Administrator:** An administrator who has not completed three years in the position in the district.
- R) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Administrator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. School or worksite observations conducted pursuant to this article must result in feedback to the Administrator. Normal supervisory responsibilities of evaluators will also cause them to drop in on other activities in the school or worksite at various times as deemed necessary by the evaluator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Administrator, are not observations as defined in this Article.
- S) **Parties:** The parties to this agreement are the local school committee and the employee organization that represents the Administrators covered by this agreement for purposes of collective bargaining (“Employee Organization/Association”).
- T) **Performance Rating:** Describes the Administrator’s performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Administrator’s performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Administrator’s performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

- Needs Improvement: the Administrator’s performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Administrator’s performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Administrator’s performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- U) **Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.04.
- V) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) **Rating of Administrator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Administrator’s rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by May 2013.
- X) **Rating of Overall Administrator Performance:** The Administrator’s overall performance rating is based on the Evaluator’s professional judgment and examination of evidence of the Administrator’s performance against the four Performance Standards and the Administrator’s attainment of goals set forth in the Educator Plan, as follows:
- i) **Standard 1:** Instructional Leadership
 - ii) **Standard 2:** Management and Operations
 - iii) **Standard 3:** Family and Community Engagement
 - iv) **Standard 4:** Professional Culture
 - v) **Attainment of Professional Practice Goal(s)**
 - vi) **Attainment of Student Learning Goal(s).**

When the four Standards of Effective Administrative Leadership Practice are referenced, it is understood that they may be supplemented or substituted in part in the Educator Plan by appropriate Standards of Effective Teaching Practice for

those administrators who also serve as teachers or caseload educators, at the discretion of the evaluator.

- Y) **Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Administrative Leadership Practice are used to rate Administrators on Performance Standards, as are Standards and Indicators of Effective Teaching Practice in cases where the Administrator teaches. These rubrics consist of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.04, and, where appropriate 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.04, and where appropriate 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- Z) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Administrator's performance against Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan.
- AA) **Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- BB) **Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Administrator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
- i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

- ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii) Measures of student progress and/or achievement toward student learning goals set between the Administrator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) The appropriate measures of the Administrator’s contribution to student learning, growth, and achievement shall be set by the district. The measures set by the district should be based on the Administrator’s role and responsibility.
- B) Judgments based on observations and artifacts of practice including, but not limited to:
- i) Unannounced observations of practice of any duration.
 - ii) Examination of Administrator work products.
 - iii) Examination of student and educator work samples.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Administrator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator Plan, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s).
 - iv) Student and Staff Feedback – see # 23-24, below; and

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

4) **Rubric**

The rubrics are a scoring tool used for the Administrator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The 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 per the evaluation timelines included within this agreement.
- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Administrator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Administrators must consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams, or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. Administrators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For New Administrators in their first year in a position, the Evaluator or his/her designee will meet with each Administrator per the evaluation timelines included within this agreement to assist the Administrator in completing the self-assessment and drafting the professional practice and

student learning goals which must include induction and mentoring activities.

- iii) Unless the Evaluator indicates that a New Administrator in his/her second or third years in the current position should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, they may address appropriate shared team goals.
- iv) For Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Administrators may include individual professional practice goals that address enhancing skills that enable the Administrator to share proficient practices with colleagues or develop additional leadership skills.
- v) For Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

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

- A) Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Administrators, by the Evaluator, or by teams of Administrators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Administrator has proposed in the Self-Assessment, using evidence of Administrator performance and impact on student learning, growth and achievement based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator. The process for determining the Administrator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Administrators meet with the Evaluator at the end of the previous evaluation cycle or by September 15th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.

- ii) For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan per the evaluation timelines included within this agreement.
 - 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 per the evaluation timelines included within this agreement. 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 two announced and three unannounced observations during the work year.
 - B) In their second and third years in the position, Administrators shall have at least one announced and three unannounced observations during the work year.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Experienced Administrators**
- A) The Administrator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
 - B) The Administrator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
 - C) The Administrator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) Observations

The Evaluator's first observation of the Administrator should take place per the evaluation timelines included within this agreement. 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, 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 place mid-cycle when a Formative Assessment report is completed. For an Administrator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) Per the evaluation timelines included within this agreement, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may provide to the evaluator additional evidence of the Administrator's performances against the four Performance Standards.
- E) 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) Per the evaluation timelines included within this agreement, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Administrator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
- E) 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 per the evaluation timelines included within this agreement.
- 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) Per the evaluation timelines included within this agreement, the Administrator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face, by email or to the Administrator's school mailbox or home per the evaluation timelines included within this agreement.

- J) The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur per the evaluation timelines included within this agreement.
- 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 per the evaluation timelines included within this agreement.
- 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 per the evaluation timelines included within this agreement. The signature indicates that the Administrator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N) The Administrator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Administrator's personnel file.

15) **Educator Plans – General**

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

or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

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

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

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

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

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

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

- A) A Directed Growth Plan is for those Experienced Administrators whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Administrator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.

- D) For an Administrator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Administrator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Administrator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Administrator as unsatisfactory and will place the Administrator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Experienced Administrators whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide effective leadership for students, staff and the community and provide students with the best instruction, it may be necessary from time to time to place an Administrator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Administrator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Administrator at the end of the period determined by the Evaluator for the Plan.
- D) An Administrator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Administrator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Administrator must take to improve and the assistance to be provided to the Administrator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Administrator that the Administrator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Administrator to discuss the Improvement

Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Administrator.

- ii) The Administrator may request that a representative of the Employee Organization/Association attend the meeting(s).
- iii) If the Administrator consents, the Employee Organization/Association will be informed that an Administrator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

- i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
- ii) Describe the activities and work products the Administrator must complete as a means of improving performance;
- iii) Describe the assistance that the district will make available to the Administrator;
- iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
- v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
- vi) Identify the individuals assigned to assist the Administrator which must include minimally the Supervising Evaluator; and,
- vii) Include the signatures of the Administrator and Supervising Evaluator.

H) A copy of the signed Plan shall be provided to the Administrator. The Administrator's signature indicates that the Administrator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) Decision on the Administrator's status at the conclusion of the Improvement Plan.

- i) All determinations below must be made no later than June 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.

Number of Observations

Experienced Administrators on a 2 year self directed plan shall have at least one unannounced observation during the evaluation cycle.

- A) **Administrators on Plans of Less than One Year, Directed Growth Plans, and Improvements Plans**
 - i) The timelines for Administrators on Plans listed above will be established in the Educator Plan.

20. 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.

21. 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.

22. Using Student feedback in Administrator Evaluation

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

23. Using Staff feedback in Administrator Evaluation

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

24. Transition from Existing Evaluation System

- A) The parties shall agree on a process for identifying the Educator Plan that each Administrator will be placed on during the Administrator's first year being evaluated under the new procedures, providing that Administrators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- B) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

25. 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.

End of Appendix B