



AGREEMENT

Between the

**TEAMSTERS LOCAL UNION NO. 25
International Brotherhood of Teamsters**

And

**SCHOOL COMMITTEE OF THE CITY OF MEDFORD
(School Administrators)**

For the Period

July 1, 2021 through June 30, 2025

**Thomas G. Mari
President / Principal Officer**

**Steven J. South
Secretary-Treasurer**

**Printed & Assembled by
Teamsters Local 25
Office Staff**

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AGREEMENT

The following represents the agreement between the Medford School Committee (Committee) and the Teamsters Local Union No. 25 (Local 25, the Union) effective July 1, 2021 – June 30, 2025.

The Committee recognizes the Union as the exclusive bargaining representative of the professional administrative personnel, hereinafter referred to as “Administrators”. This includes: All Administrators including the Director of Technology Projects employed by the Medford School Committee, below the classification of Assistant Superintendent, who devote fifty percent or more of their time to administrative duties. Excluded are teachers, the Director of the Vocational School, the Administrator of Computer and Data Processing. Labor Relations Commission Certification, Case No. MCR-2225, as further amended by necessity with the passage of the Education Reform Act of 1993.

The Committee and the Union affirm the necessity for the development of educational programs of the highest quality for the benefit of the student which may best be attained through the utilization of the ability, experience, creativity, judgment and compassion of each segment charged with the responsibility for the future of a community and its children. To fulfill such purpose, no provisions within this Agreement may be construed to inhibit, frustrate, or prohibit the dialogue by, between and among the Committee, the Administrators, the public Spirited and the Union.

The future of the student to which the educational system must be dedicated compels the assumption that the Committee has the ultimate responsibility for the establishment of the educational implementation of the educational policies so established, and that the Administrator has the responsibility to pursue the directives generated by the Superintendent to reach the objectives implicit in the established educational policy.

The Committee and the Union agree to support a concept which encourages the hiring and retention of minorities in compliance with the newly written racial balance plan provided that the policy for high standards of education is maintained and the terms of the bargaining agreement remain inviolate.

ARTICLE 1 - MANAGEMENT RIGHTS

Other than as affected by Chapter 150E, Section 7 nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of the Commonwealth of Massachusetts, the laws of the United States, or any law or order pertinent thereto.

Except as modified by this Agreement, the determination and administration of educational policy, the operations of the Schools and the direction of the staff are vested exclusively in the Committee provided that “if the Committee were to plan a substantial change in policy not covered by this Agreement which would affect the wages, hours and other conditions of employment of the Administrator, then the Committee shall notify the Union of the change and initiate negotiatory session.”

ARTICLE 2 - STEWARDS

The Superintendent shall grant the steward or his/her designee(s) leave with pay up to a maximum of seven (7) additional days per school year in order to conduct the business of the Union.

The Committee shall provide the following information about new hires to the Union on a monthly basis: name, work location, program, job title, placement on the salary scale, start date, home address, home phone number, cell phone number, and personal e-mail address. During the summer months, the Committee shall send the Union a copy of each hire letter when sent to new hires.

If the Committee receives a request for the personal contact information of bargaining unit members from any third party, the Committee shall share such a request with the Union within two business days, and only release the information required by law.

ARTICLE 3 - EMPLOYEE RIGHTS

- A. Academic Freedom: The Committee recognizes the principles of academic and political freedom for all administrators.
- B. Union Discrimination: The Committee agrees to incorporate in this Agreement and to bound by those rights set forth in G.L. c. 150E.
- C. Non Discrimination: The Committee agrees that no administrator shall be discriminated against in any way on the basis of race, creed, color, religion, nationality, sex, age, marital status, veteran's status, physical or mental handicap, civil, political or fraternal affiliation or sexual preferences. Moreover, the Committee agrees to undertake aggressive measures regarding affirmative action in all aspects of employment in order to redress both past international and defacto discrimination.

ARTICLE 4 - WORK INTERRUPTION

During the term of this Agreement, the Union shall not induce, encourage, or condone a strike, work stoppage, slowdown, or the withholding of services by the Unit members.

If the current illegality of such activities is altered or nullified, then the Committee and the Union shall meet forthwith to renegotiate the clause.

ARTICLE 5 - UNION SECURITY

The Committee may conclude no agreement with an alien bargaining unit which will detract from the understanding of this Agreement nor shall non-professional duties removed from other sources be added to the duties and responsibilities of the Administrator.

Meetings with Management – The employer agrees that no meeting of a disciplinary nature or change of working conditions shall be held between a member of management and a unit member without first affording the employee the opportunity to be present at all meetings between the employee and management. In accordance with G.L.c.150E, no agreement shall be reached between an individual and the two which is in conflict with this agreement. Further, in the event an employee chooses not to obtain

union representation, the employee shall have no right to grieve the fact that a meeting occurred without union representation.

Upon compliance by the Union with the necessary statutory requirements, the Committee will require, as a condition of employment, continuous good standing as a Union member or continuous good standing as an Agency associate beginning with the thirtieth day following the date of employment or the effective date of the Bargaining Agreement, whichever is the later.

The School Committee agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments to the Local Union having jurisdiction over such employees. Written authorization by the employee must be furnished to the School Committee via the Union in order for any deductions to commence. Dues deductions will be taken from the first (1st) payroll period of each month and remitted to the Local Union by the second (2nd) payroll period of each month.

Initiation fees will be deducted in installments of \$50 each pay period until paid in full. Any other uniform assessments will be deducted based on a schedule agreed upon by the School Committee and the Union. No deduction shall be made which is prohibited by applicable law. When an employee who is authorized for such deductions is a) not on the payroll during the week in which a deduction is to be made, or b) has no earnings or insufficient earning during that week, or c) is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The School Committee agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the School Committee written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods. The School Committee shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

The School Committee agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the School Committee of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The School Committee shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

The Union shall indemnify and save the Committee or City of Medford harmless against all claims, demands, suits, or other form of liability which may arise by reason of any such action properly taken.

ARTICLE 6 - PAST PRACTICES

A past practice bearing general application to the Administrators, currently observed, may not be amended, replaced, or deleted if such action were to adversely affect wages or working conditions. Desired modifications of such practices shall be pursued through negotiations instituted by either party.

ARTICLE 7 - DUTIES

The duties of each Administrator Classification shall be determined by the committee, but shall be germane to the classification held.

An administrator required to collect and transmit monies to be used for educational purposes will not be held responsible for the loss of any portion of moneys so collected unless said loss is a result of gross negligence.

Administrators will complete a minimum of two professional workshops yearly provided by the school system and approved in advance by the Superintendent of Schools after consultation with the individual Administrator.

ARTICLE 8 - ADMINISTRATOR WORK-YEAR

The present practice of Administrators beginning the normal work year five days before pupils are in attendance and remaining five days after the close of school shall be maintained. These ten days may be rescheduled to other non-school days by mutual agreement between the administrator and the Medford Superintendent of Schools. Nothing herein shall be construed as diminishing the responsibility of Administrators in the completion of their duties and services at the end of the work year and the preparation and readiness of their school responsibility for the commencement of the new school work year.

Effective June 2024, Administrators with the exception of those working 220 days will work an additional five (5) days to be paid at their per diem daily rate. Two of those additional days may be worked in August at the discretion of the School Department, the remainder to be worked during the summer dates, depending on the needs of the School Department.

Effective July 1, 2021 the work year for Administrators shall be in accordance with the salary schedule attached as Exhibit A.

The parties agree to the following across the board general wage increases

July 1, 2021 2.5%

July 1, 2022 2.5%

July 1, 2023 2.5%

On day 100 of 2023-2024 school year 1.0%

July 1, 2024 3.0%

Effective July 1, 2023 all Directors making less than the Director of Math shall be brought up to the 2023 Director of Math daily rate of pay and have their salaries adjusted accordingly.

Bobby Maloney Rachel Perry

Paul Teixeira Molly Laden

Effective July 1, 2023 the following member will be brought up to the 2023 Coordinator of Special Education daily rate of pay and have their salaries adjusted accordingly.

Avery Hines

COVID-related one-time, non-base pay payments:

Each bargaining unit member shall receive three (3) one-time \$1500 payments as recognition of extraordinary service during the hardship imposed by the effects of the COVID-19 pandemic.

Eligibility for some or all of these one-time payments, totaling not to exceed \$4500, shall be based on employment during the specific fiscal years covered by this agreement, FY 22, FY 23, and FY 24. Members who retired immediately following FY 22 shall be eligible for the FY 22 payment of \$1500 associated with their final year of service. Individuals who left employment for reasons other than retirement shall not be eligible for these payments.

If any member of the bargaining unit received a COVID payment while in a previous position in any one of the years covered by this section, then that member of the bargaining unit shall be ineligible to receive a COVID payment for that year.

COVID payments will be made within three (3) months upon ratification of this Agreement by the members and approval of the School Committee.

Any member of the bargaining unit that is required to cover a class shall be paid forty (\$40) dollars after two week's duration.

Any member of the bargaining unit that is assigned bathroom duty, hall duty, parking duty, traffic duty, or is required to respond to any unforeseen circumstance that takes them away from their regular duties shall be compensated an additional forty (\$40) dollars per period after fifteen (15) days duration, excluding AP's.

ARTICLE 9 - GRIEVANCE PROCEDURE

A grievance is hereby defined to mean a complaint by an Administrator or group of Administrators based upon an alleged violation of this Agreement or a dispute involving the meaning, interpretation, or application of any item within the Agreement.

Grievances must be processed promptly on becoming apparent. Failure to present a grievance within thirty days from the time that the conditions become obvious from which such grievance arises may be deemed at the discretion of the Committee a waiver of the right to submit the grievance. If exercised, such waiver may not be construed as to negate, nullify, or abrogate the relevant area of the Agreement from which such grievance would have been projected.

Grievances pending, or which may arise during the summer recess, shall be held in abeyance until the inception of the subsequent school term.

A grievance which affects a group or class of Administrators may be submitted in writing to the Superintendent directly and the processing of such grievance shall be initiated at Level Two.

Failure at any level of the procedure to communicate the decision within the specified time limitations to the grievant and to the Union shall permit the aggrieved to advance the next level. Failure to appeal a timely decision to the next level within the specified limitation shall be deemed to be acceptance of the decision so rendered unless the Committee and the Union have mutually agreed to extend or suspend the time limitation.

If an Administrator presents a grievance without representation by the Union, the disposition, if any, of the grievance shall be consistent with the provisions of the Agreement. The Union shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

ARTICLE 10 - GRIEVANCE RESOLUTION

Level One: The grievant will initially discuss the problem with the immediate supervisor with the objective of resolving the differences informally. A representative of the Union may be present. Failing resolution, a written grievance may be presented to the Superintendent within ten school days.

Level Two: Within ten school days after the receipt of a written grievance, the Superintendent or designee shall meet with the aggrieved and the union in an effort to resolve the matter. The Superintendent shall respond to the aggrieved and the Union in writing within ten subsequent school days. Non-acceptance of the position taken by the Superintendent or the failure to receive the response within the ten-day limitation will permit the submission of the written grievance to the Committee. A grievance must be submitted to the Committee within ten days of receipt of the response from the Superintendent or within ten days after the Superintendent's response was due.

Level Three: Within ten school days following the submission of the grievance, the Committee or designee shall meet with the aggrieved and the Union in an effort to resolve the matter. The Committee shall render its decision to the aggrieved and the Union within the ten succeeding school days.

Level Four: If the decision of the Committee is unacceptable or if no response has been received, the Union may submit the matter to the American Arbitration Association within thirty (30) calendar days.

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

The decision of the Arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions of the issues submitted. The decision shall be final and binding on the parties, subject to General Laws, Chapter 150C.

The cost of the Arbitrator's services shall be borne equally by the Committee and the Union.

ARTICLE 11 - VACANCIES

The Superintendent shall promptly notify the Union of a decision to eliminate a vacated position. Failure to so advise the Union shall require the procedure for posting of the vacancy to be initiated.

The posting notice shall contain the classification, title, qualifications, salary, and expected date of appointment.

Posting Procedure

- 1) The Superintendent of Schools shall post in all schools notice of all vacancies in positions covered by this Agreement. The Superintendent will also post in all schools a notice of promotional vacancies to be filled.

- 2) In the case of vacancies which occur between June 1st - August 31st, the Superintendent of Schools shall post a notice of such vacancies in the Office of the Superintendent, and mail a copy of said notice to the Union. During summer vacation, the Superintendent will email the notice of any vacancies to all Administrators.
- 3) An Administrator interested in vacancies must apply in writing to the Superintendent of Schools within two weeks after the notice has been posted.
- 4) After the expiration of the posting period, the Superintendent may fill the vacancy from the pool composed of applicants from within the system. The decision of the Superintendent shall be final and shall not be subject to a grievance.

ARTICLE 12 - TRANSFERS

Prior to a transfer to a second administrative position, consideration shall be given to length of service within the administrative area of the school system, the professional and educational attainments, the past performance and the necessary qualifications.

The selected Administrator shall be notified no less than thirty days prior to the date the transfer is to be effectuated. If possible, the transfer shall be to a position encompassing the same degree of responsibility. A transferee will suffer no reduction in the salary standard held prior to the transfer.

ARTICLE 13 - PERSONNEL FILE

Such documentation which could affect the professional image or career of a unit member must be placed in one Personnel File identified with the name of the administrator. Personnel files shall be retained within the office of the Central Administration.

Derogatory material shall be made immediately available to the subject Administrator. If the Administrator chooses to respond, then such response will be attached to and in such manner as to head the relevant material within the file.

The Personnel File shall be made available for inspection upon the request of the named Administrator. Requested copies of file material shall be provided prior to the close of the first subsequent school day.

ARTICLE 14 - COMPLAINT

A written complaint or an oral complaint noted when received by an immediate superior, Superintendent, or the Central Administration shall be brought to the attention of the Administrator named. The Administrator shall be permitted a reasonable period to address the problem. The complaint and written response or rejoinder shall become an element of the Personnel File.

ARTICLE 15 - DISCIPLINE

No administrator may suffer suspension or discharge without a prior hearing in which the Union will afford representation to the Administrator. The burden of proof of just cause will rest with the Central Administration.

ARTICLE 16 - EVALUATION

The parties agree to the evaluation instrument attached hereto as Exhibit A.

ARTICLE 17 - RESIGNATION

Administrators who wish to resign shall give thirty calendar days notice in writing to the office of the Superintendent.

ARTICLE 18 - MEETINGS

Adequate space may be utilized within a school facility for meetings of the Administrative Unit, but shall be at reasonable times and not conflict with the orderly process of operating a school system.

Any expense incurred by the School Department as a result of such a meeting, outside regular operating expenses, shall be borne by the Union.

ARTICLE 19 - DISABILITY LEAVE, SICK LEAVE AND SICK LEAVE BUY BACK

An Administrator, absent through illness, injury, or quarantine shall receive full pay for the first 18 days of absence in any school year. Such disability leave will be cumulative without limit. In addition to the 18 day annual Disability Leave, such unit member, may upon the recommendation of the Superintendent and in conformity with the regulations detailed herein, obtain full pay under the cumulative disability leave plan. Effective July 1, 2018, administrators hired after July 1, 2018, shall be entitled to 15 days of absence in any school year.

Cumulative Disability Leave is the sum of all the unused portions of annual Disability Leave accumulated during the years of service with the City.

A written application for withdrawal of allowable Cumulative Disability Leave should be made to the Superintendent within ten days after the expiration of the annual Disability leave allowance. The application should be accompanied by a statement prepared by the attending physician. The Superintendent, at its discretion, may require a second medical examination by the school physician.

When retirement or death interrupts service within the school system, the retiree, the beneficiary, or the estate (if no beneficiary is listed) shall receive reimbursement for the Annual and Cumulative Disability Leave in excess of 100 days at the rate of 30% of the Administrator's then current daily basic salary to a maximum amount of \$7,500.00.

ARTICLE 20 - EDUCATIONAL LEAVE

The Committee will reimburse those expenses incurred in attending educational conferences or seminars which have been approved by the Superintendent and approved in advance by the School Committee. All such conferences and seminars shall be reported.

ARTICLE 21 - EXTENDED LEAVES OF ABSENCE

An Administrator desiring to take an extended leave of absence without pay for reasons such as, but not limited to, Peace Corps, Vista, public service, or personal reasons shall make a request in writing to the Superintendent. Such request may be granted at the discretion of the Committee.

Military leave will be granted to an Administrator who is inducted or enlisted in a branch of the Armed Forces of the United States. Upon return from such leave, an Administrator will be placed on the salary schedule at the level which would have been achieved had the Administrator remained actively employed in the system during the period of the absence up to a maximum of two years.

An Administrator granted extended leave of absence without pay, upon return to the School System, shall have all unused cumulative and accumulated Disability Leave reinstated and shall be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

An Administrator who is pregnant may remain in her position until the termination of her pregnancy; however, such administrator may be required to commence her leave at an earlier time if she is not satisfactorily performing her duties. Administrators will be entitled to up to eight weeks paid leave for the purpose of child-bearing. Said leave is to be deducted from administrator's accumulated sick leave. Additional sick leave may be granted consistent with the sick leave practices in the Medford Public Schools. Administrators shall notify Central Office of anticipated return at least 10 days before return. A physician's certificate of fitness may be required before an administrator is reinstated. The administrator will be reinstated immediately upon giving sufficient written notice to the Superintendent of Schools so as to provide for an orderly transition. If an administrator so chooses she may take unpaid child-rearing leave beyond that described above provided that such leave will terminate the September following the birth of the child. An additional one-year child-rearing leave may be granted at the discretion of the Superintendent. Said administrator shall retain all rights held prior to such leave. The term granted for child-rearing leave will not be credited as experience on the salary schedule and other service benefits.

Upon return to the school system, Administrators on leave for other than child-rearing or military leave will receive full credit up to a maximum of two years on the salary schedule for all such accredited full-time education-related or Peace Corps experience. If not so engaged, Administrators returning from leave will be restored to the next position on the salary schedule above that held at the inception of such leave. Such leave shall not be credited toward tenure as an Administrator.

Previously accumulated unused disability leave shall be restored to the returning Administrator.

ARTICLE 22 - SABBATICAL LEAVE

To be considered, an applicant must have acquired seven consecutive years of service in the Medford School System uninterrupted by a leave of more than one-half the school year for other than disability through illness or injury.

Sabbatical Leave shall be deemed a duty fulfilled attracting one-half salary while tenure, salary increments, and status remain unimpaired.

The necessary application will include a plan of studies or research, statement of purpose the expected value to the school system and the specific period for which the sabbatical is requested.

A successful applicant will enter into a written agreement which will provide for a minimum period of service within the school system of twice the length of the leave taken. The agreement will further provide that failure to complete such service will compel a reimbursement to the total amount of salary received while on such leave. The Administrator will be forgiven the penalty if service is frustrated by disability caused through illness or injury. The estate of the Administrator will be held not liable if death interrupts the necessary service.

ARTICLE 23 - TEMPORARY LEAVE OF ABSENCE

Bereavement Leave A total of four (4) days each year will be granted an Administrator without loss of pay in the case of each death in the immediate family: spouse, parent, grandparent, son, daughter, grandchild, brother, sister, parent-in-law, foster parents, or in instances to be determined by the Superintendent. An employee shall be granted a two (2) day leave of absence at the time of death of an aunt, uncle, sister-in-law, brother-in-law, spouses' grandparents, niece or nephew. An employee may be granted an additional paid leave of absence not to exceed three (3) days at the discretion of the Superintendent of Schools in the event of the death of any family member or close friend.

This leave is not cumulative.

Personal Leave An Administrator may use up to three (3) days each school year for business purposes or on account of serious illness in the Administrator's family without loss of pay. This leave is not cumulative. Application in writing is required and is to be submitted in advance whenever possible.

School Legal Proceedings An Administrator required to attend a court or other legal proceedings during the school day for school-related legal activities shall do so without loss of pay.

Military Leave A maximum of ten school days per school year for an Administrator called into temporary active duty of any unit of the U.S. Reserves or State National Guard shall be permitted without loss of pay as a result of said leave provided the Administrator produces a written statement from the commanding officer which indicates that said military leave was necessary and could not be scheduled at any other time.

Other Leave Leave for reasons other than as herein stated may be granted with or without pay upon the request in writing to the Superintendent and at the discretion of the committee.

Leaves taken pursuant to this Article will be in addition to Disability Leave as otherwise provided in this Agreement.

ARTICLE 24 - LEGAL ASSISTANCE

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

Such report will be forwarded to the Committee which will comply with any reasonable request from the Administrator for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the Administrators, the police and the courts.

Criminal or Civil proceedings against an Administrator arising from employment shall be defended under the coverage of Chapter 258 of the General Laws.

ARTICLE 25 - OCCUPATIONAL INJURY

An administrator absent from school as a result of an injury sustained in the line of duty shall receive full payment (the difference between workers' compensation and normal salary) in the event the injury or illness was the result of the administrator's interceding in a dispute or altercation between individuals while on duty or was the result of being assaulted on duty. Otherwise, the administrator may supplement the amount received from worker's compensation by utilizing annual and cumulative Disability Leave.

ARTICLE 26 - INSURANCE AND ANNUITY PLAN

The Life Insurance and Health Care coverage currently provided for the Unit shall remain in effect.

Item 70 may be reopened at the request of either party if Life Insurance or Health care coverages or respective share of premium payment varying from those presently in effect are provided to any other bargaining unit with the school department.

Compliance with the provisions of General Laws, Chapter 71, Section 37B concerning Annuity Plans will be afforded.

The School Committee agrees, upon request from Teamsters Local 25, to conform its health insurance policies to those recommended by the Insurance Advisory Committee and subsequently adopted by the City of Medford.

Specifically, the School Committee agrees, pursuant to the provisions of Chapter 697 of the Acts of 1987, to make necessary in its payroll procedures to allow employee contributions to health insurance, group term life insurance, and any other forms of insurance, to be paid with pre-tax earnings.

ARTICLE 27 - GENERAL PROVISIONS

Copies of minutes of the Committee meetings and agenda will be made available to the Union at the same time said copies are made public.

This Agreement shall supersede any rules, regulations or practices by the Committee which shall be contrary to or inconsistent with terms continued within this Agreement.

Except for matters which must be addressed immediately, reasonable notice of meetings sponsored by the Central Administration shall be tendered to insure the presence of each required Administrator.

The School Committee agrees to enter into impact bargaining negotiations forthwith over the impact of proposed and implemented changes in the Special Education Department.

Administrators shall attend management seminars recommended by the Superintendent and offered during regular working hours, which are designed to assist administrators with their duties and responsibilities. The Union recognizes its obligation to support professional development and accountability and will provide consultation to the Administration for the enhancement of effective implementation.

ARTICLE 28 - ADMINISTRATORS' SALARY SCHEDULE

Administrators who acquire a Doctorate will earn an additional \$2,500.00 per year, and Administrators who acquire a CAGS will earn an additional \$1,000.00 per year. All advance degrees will be in specializations applicable to the field of education academics and/or management and/or supervision. Effective July 1, 2007 Administrators who acquire a Masters +60 hours credit will earn an additional \$1,000.00 per year.

Administrators earning (15) fifteen new credits beyond the Masters +30 in certain educational areas will earn an additional \$500.00 annually. These credits must be earned after July 1, 1987. Areas of study include but are not limited to:

- 1. Computer Systems
- 2. Educational Technology
- 3. Educational Management Skills
- 4. Special Needs

Each day worked in excess of the contractual work year shall attract reimbursement at the daily rate. The daily rate shall be the per diem rate of the salary earned. Reimbursement for days worked during the months of July and August, in excess of the contractual work year, shall be based on the salary schedule of the immediately preceding contractual work year.

An Administrator required to substitute in a superior classification for a minimum of four consecutive weeks, shall receive the greater pay for the entire period so engaged.

Salaries shall be paid every second week in accordance with the existing practice.

A written request submitted to the Superintendent prior to May 15 of a given year for a combined single payment reflecting the total salary payments due during the summer recess shall be honored no later than the last day of the school session.

ARTICLE 29 - LONGEVITY

	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2024</u>	<u>2024-2025</u>
After 10 years	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,400.00
After 15 years	\$1,400.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,500.00
After 20 years	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,600.00
After 25 years	\$1,600.00	\$1,725.00	\$1,825.00	\$1,825.00	\$1,925.00
After 30 years	\$2,300.00	\$2,800.00	\$2,900.00	\$2,900.00	\$3,000.00
After 35 years	\$2,500.00	\$2,900.00	\$2,900.00	\$2,900.00	\$3,000.00

ARTICLE 30 - MILEAGE

When travel is necessary for Administrators/Assistant Principals in the performance of assigned duties, reimbursement at the rate of the IRS Mileage Reimbursement Rate (currently 65.5 cents per mile) shall be made to the Administrator or Assistant Principal upon the monthly submission of a voucher to the Central Administration substantiating the miles traveled.

ARTICLE 31 - REDUCTION IN STAFF

Definition: Service – Length of service within a classification.

Seniority – Length of uninterrupted employment within the
Medford School Department.

If a reduction in the bargaining unit administrator staff is implemented by the Committee, the following shall apply:

- A. To the extent deemed fiscally responsible in the judgment of the Committee, normal attrition, i.e., retirement, resignation or death, will be used to accomplish reduction in force. Otherwise, the administrator with the least service within a particular classification undergoing reduction in force shall in each case be the first displaced by transfer or separation, except as modified in Section B.
- B. The following methods shall be utilized in the procedures to reduce excessive administrative personnel within specified classifications.
 - B.1. Regarding individuals within a classification having identical service seniority will prevail unless the Superintendent determines that there is a significant difference in the administrator's member's performance as evidenced by evaluations during the previous two years. Administrator's job performance shall be defined as the members past two (2) summative overall rating, with ratings of Proficient and Exemplary being considered equal. Ties shall be broken by seniority.
 - B.2. The Committee will exercise every effort to extend the notice of transfer or separation of an affected administrator through certified mail before the 15th of April preceding the contractual year in which said transfer or separation is to be effectuated.
- C. An administrator suffering a transfer from the unit or a separation from the system will be entitled to priority for recall within the two-year period following the effective date of either or both actions in inverse order of separation. During such periods, each on transfer or separation will be advised, by certified mail to the last address on file, of prospective vacancies or of newly created administrator positions which he or she is certified and competent to fill. No other may be hired for said position(s) until each transferred or separated administrator on recall who is qualified by certification and competency is given the opportunity of acceptance.
- D. The level of benefit accrual attained at the date of transfer or separation shall be credited to the recalled administrator effective as of the date recall.
- E. An administrator on separation during the recall period will be deemed on leave of absence without pay, with the privilege of continued participation in group health or life insurance plans by advancing 100% of the required monthly premium.

ARTICLE 32 - ILLEGALITY

If through a determination of a court of law, a provision of this Agreement is deemed illegal and such judgment is or may not be further challenged, then such provision shall be deemed enforceable only to the extent permitted by law. At the request of either party, a substitute provision shall be negotiated. The remainder of the Agreement will continue in full force and effect.

ARTICLE 33 - GROUP LEGAL SERVICES FUND

Effective upon ratification of this Agreement, the City agrees to deduct from the wages of all employees who shall participate in the Union's Group Legal Services Fund the amount of eight dollars (\$8.00) per week, and to remit same to the Group Legal Services Fund each payroll period that the participating employee has wages due.

ARTICLE 34 - DENTAL AND VISION ONLY BENEFIT

- a) This Dental and Vision Benefit Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.
- b) Commencing upon ratification, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Union 25 Health Services & Insurance Plan (hereinafter referred to as the "Health Plan") for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each week of forty (40) hours, for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$22.00 per week to the Health Plan, representing 50% of the full dental and vision benefit premium. The Employee's 50% share at \$22.00 per week shall be made on a pre-tax payroll deduction basis.

For purposes of this section, each hour for which wages are paid or due, or any portion thereof; figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours worked.

- c) The Employer shall remit payments to the Fund on the fifteenth (15th) day of the month for the prior month. Payment shall be made to Teamsters Union 25 Health Services & Insurance Plan, The Schrafft's City Center, 529 Main Street, Charlestown, MA 02129.
- d) The Employer agrees to and has executed a copy of the Teamsters Union 25 Health Services & Insurance Plan Agreement and Declaration of Trust dated May 2008 and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.
- e) The parties agree that the Plan adopted by the Trustees of the Health Plan shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Health Plan as a deduction for income tax purposes.

- f) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Health Plan and adherence to the requirements of this section of the collective bargaining agreement regarding coverage and contributions. Such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the Health Plan.

If the Employer shall fail to make contributions to the Health Plan by the fifteenth (15th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Health Plan have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the Health Plan and/or the Local Union, the Local Union and its Business Agents or Chief Executive Officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

- g) No oral or written modification of this section regarding dental and vision contributions shall be made by the Local Union or the Employer, and, if made, such modification shall not be binding upon the employees performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the Health Plan.
- h) All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report of contributions sent to the Health Plan.
- i) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Health Plan and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

ARTICLE 35 - TERM OF AGREEMENT

This agreement and each of its terms, shall be in effect as of July 1, 2021 until June 30, 2025, and shall continue in full force and effect until a successor agreement is thereafter executed.

ARTICLE 36 - RENEWAL OF AGREEMENT

Union members will submit their job descriptions to the Superintendent no later than October 1st, 2023.

- If the Union fails to meet this deadline, the fourth (4th) year of this agreement will be voided and both sides agree to start negotiations for another three (3) year CBA that shall be effective on July 1st, 2024.

The School District will then review and meet with individual members if needed to update and complete the job descriptions for each member. The School District will have all job descriptions updated, completed, and ready to meet with the Union no later than December 1st, 2023.

- If the Medford School Committee fails to meet this deadline, the fourth (4th) year of this agreement shall remain in full effect as of July 1st, 2024.

Immediately following December 1st, 2023, the School District and the Union will meet to discuss the impacts of any changes made to the job descriptions and both sides agree to work towards agreement on all job descriptions no later than February 1st, 2024. Both parties agree to meet no fewer than four (4) times between December 1, 2023 and February 1, 2024 and agree to set forth a schedule for meetings by December 15th, 2023.

- If the School Committee declines to schedule four (4) meetings, or fails to attend the meetings as scheduled, the fourth (4th) year of this agreement shall remain in full effect as of July 1st, 2024.
- If the Union declines to schedule four (4) meetings, or fails to attend the meetings as scheduled, the fourth (4th) year of this agreement will be voided and both sides agree to start negotiations for another three (3) year CBA that shall be effective on July 1st, 2024.

- If an agreement cannot be reached by both sides by the February 1st, 2024 deadline, the fourth (4th) year will be voided and both sides agree to start negotiations for another three (3) year CBA that shall be effective on July 1st, 2024.

SCHOOL COMMITTEE OF THE
CITY OF MEDFORD

BY Breanna Lungo-Koehn
Breanna Lungo-Koehn
Mayor

TEAMSTERS LOCAL UNION NO. 25

BY Nancy L. Campbell
Nancy L. Campbell
Field Representative

BY Thomas G. Mari
Thomas G. Mari
President/Principal Officer

DATE: 12/4/23

DATE: 11-15-2023

EXHIBIT A - WAGE SCHEDULE

Exhibit A
Salary Schedule

Title	2021-2022			2022-2023			2023-2024			2024-2025		
	Days	Salary	Daily Rate	Days	Salary	Daily Rate	Days	Salary	Daily Rate	Days	Salary	Daily Rate
Coordinator of World Language	200	\$114,476.10	\$572.38	200	\$117,338.00	\$586.69	200	\$123,278.24	\$601.36	200	\$129,218.48	\$646.09
Assistant Principal (HS)	195	\$114,476.10	\$572.38	195	\$117,338.00	\$586.69	195	\$123,278.24	\$601.36	195	\$129,218.48	\$646.09
Assistant Principal (MS)	195	\$114,783.60	\$586.63	195	\$117,653.19	\$603.35	200	\$123,686.69	\$616.43	200	\$129,626.93	\$648.12
Assistant Principal (Elem)	195	\$114,476.10	\$572.38	195	\$117,338.00	\$586.69	200	\$123,355.34	\$616.78	200	\$129,295.58	\$646.47
Director of Humanities	200	\$125,205.75	\$626.02	200	\$128,333.84	\$641.67	205	\$134,890.74	\$667.71	205	\$142,447.64	\$694.89
Director of Science	200	\$117,410.68	\$587.05	200	\$120,345.94	\$601.73	205	\$126,438.46	\$632.39	205	\$133,531.00	\$656.25
Coordinator of Special Education	200	\$114,476.10	\$572.38	200	\$117,338.00	\$586.69	200	\$123,278.24	\$601.36	200	\$129,218.48	\$646.09
Coordinator of Related Services	200	\$114,476.10	\$572.38	200	\$117,338.00	\$586.69	200	\$123,278.24	\$601.36	200	\$129,218.48	\$646.09
Assistant Principal (Elem)	195	\$114,476.10	\$572.38	195	\$117,338.00	\$586.69	200	\$123,355.34	\$616.78	200	\$129,295.58	\$646.47
Assistant Principal (HS)	195	\$114,476.10	\$572.38	195	\$117,338.00	\$586.69	200	\$123,355.34	\$616.78	200	\$129,295.58	\$646.47
Assistant Principal (MS)	195	\$114,476.10	\$572.38	195	\$117,338.00	\$586.69	200	\$123,355.34	\$616.78	200	\$129,295.58	\$646.47
Director of Health Services	202	\$107,625.00	\$538.20	202	\$110,315.63	\$546.12	205	\$116,408.15	\$582.04	205	\$123,100.68	\$600.50
Director of Mathematics	200	\$117,410.68	\$587.05	200	\$120,345.94	\$601.73	205	\$126,438.46	\$632.39	205	\$133,531.00	\$656.25
Director of Library, Media & Technology	220	\$125,988.90	\$572.68	220	\$129,117.00	\$587.00	220	\$135,210.00	\$614.64	220	\$141,342.00	\$642.47
Assistant Principal (MS)	195	\$114,476.10	\$572.38	195	\$117,338.00	\$586.69	200	\$123,355.34	\$616.78	200	\$129,295.58	\$646.47
Director of Athletics & Community Schools	195	\$114,476.10	\$572.38	195	\$117,338.00	\$586.69	200	\$123,355.34	\$616.78	200	\$129,295.58	\$646.47
Coordinator of Special Education	200	\$114,476.10	\$572.38	200	\$117,338.00	\$586.69	200	\$123,278.24	\$601.36	200	\$129,218.48	\$646.09
Director of Physical Education /Health Education & Assistant Athletic Director	200	\$114,476.10	\$572.38	200	\$117,338.00	\$586.69	200	\$123,278.24	\$601.36	200	\$129,218.48	\$646.09
Coordinator of Performing Arts	200	\$114,476.10	\$572.38	200	\$117,338.00	\$586.69	200	\$123,278.24	\$601.36	200	\$129,218.48	\$646.09
Director of Professional Learning & Student Assessment	205	\$131,408.03	\$644.01	205	\$134,691.18	\$661.91	205	\$141,425.73	\$697.13	205	\$148,708.88	\$739.55
Coordinator of Special Education	200	\$114,476.10	\$572.38	200	\$117,338.00	\$586.69	200	\$123,278.24	\$601.36	200	\$129,218.48	\$646.09
Director of School Counseling & Behavioral Health	205	\$125,205.14	\$610.75	205	\$128,333.21	\$626.02	210	\$134,749.87	\$641.67	210	\$141,880.94	\$675.62
Assistant Principal (Elem)	195	\$114,476.10	\$572.38	195	\$117,338.00	\$586.69	200	\$123,355.34	\$616.78	200	\$129,295.58	\$646.47
Director of English Language Learners	215	\$123,062.53	\$572.38	215	\$126,199.09	\$586.69	220	\$132,141.64	\$627.92	220	\$138,084.19	\$673.52

Title	2023-2024			2024-2025			2025-2026		
	Days	Salary	Daily Rate	Days	Salary	Daily Rate	Days	Salary	Daily Rate
Coordinator of World Language	205	\$124,511.02	\$607.37	205	\$128,246.35	\$625.59	210	\$134,749.87	\$641.67
Assistant Principal (HS)	200	\$124,588.89	\$622.94	200	\$128,326.56	\$641.63	205	\$134,890.74	\$667.71
Assistant Principal (MS)	200	\$124,923.56	\$624.62	200	\$128,671.27	\$643.86	210	\$135,015.94	\$643.17
Assistant Principal (Elem)	200	\$124,588.89	\$622.94	200	\$128,326.56	\$641.63	205	\$134,890.74	\$667.71
Director of Humanities	205	\$136,179.05	\$664.29	205	\$140,264.42	\$684.22	210	\$144,349.69	\$687.38
Director of Science	205	\$127,702.84	\$622.94	205	\$131,593.93	\$641.63	210	\$135,485.02	\$645.17
Coordinator of Special Education	205	\$124,511.02	\$607.37	205	\$128,246.35	\$625.59	210	\$134,749.87	\$641.67
Coordinator of Related Services	205	\$124,511.02	\$607.37	205	\$128,246.35	\$625.59	210	\$134,749.87	\$641.67
Assistant Principal (Elem)	200	\$124,588.89	\$622.94	200	\$128,326.56	\$641.63	205	\$134,890.74	\$667.71
Assistant Principal (HS)	200	\$124,588.89	\$622.94	200	\$128,326.56	\$641.63	205	\$134,890.74	\$667.71
Assistant Principal (MS)	200	\$124,588.89	\$622.94	200	\$128,326.56	\$641.63	205	\$134,890.74	\$667.71
Director of Health Services	205	\$127,702.84	\$622.94	205	\$131,593.93	\$641.63	210	\$135,485.02	\$645.17
Director of Library, Media & Technology	205	\$127,702.84	\$622.94	205	\$131,593.93	\$641.63	210	\$135,485.02	\$645.17
Assistant Principal (MS)	220	\$137,046.95	\$622.94	220	\$141,158.36	\$641.63	220	\$145,270.77	\$660.32
Assistant Principal (HS)	200	\$124,588.89	\$622.94	200	\$128,326.56	\$641.63	205	\$134,890.74	\$667.71
Director of Health Services	200	\$124,588.89	\$622.94	200	\$128,326.56	\$641.63	205	\$134,890.74	\$667.71
Coordinator of Special Education	200	\$124,588.89	\$622.94	200	\$128,326.56	\$641.63	205	\$134,890.74	\$667.71
Director of Physical Education /Health Education & Assistant Athletic Director	205	\$127,702.84	\$622.94	205	\$131,593.93	\$641.63	210	\$135,485.02	\$645.17
Coordinator of Performing Arts	205	\$124,511.02	\$607.37	205	\$128,246.35	\$625.59	210	\$134,749.87	\$641.67
Director of Professional Learning & Student Assessment	210	\$142,839.99	\$680.19	205	\$138,246.35	\$675.59	210	\$143,651.81	\$684.06
Coordinator of Special Education	205	\$124,511.02	\$607.37	205	\$128,246.35	\$625.59	210	\$134,749.87	\$641.67
Director of School Counseling & Behavioral Health	210	\$136,097.37	\$648.08	200	\$128,326.56	\$641.63	200	\$128,326.56	\$641.63
Assistant Principal (Elem)	200	\$124,588.89	\$622.94	200	\$128,326.56	\$641.63	205	\$134,890.74	\$667.71
Director of English Language Learners	220	\$137,046.95	\$622.94	220	\$141,158.36	\$641.63	220	\$145,270.77	\$660.32

EXHIBIT B - ADMINISTRATOR EVALUATION

"The major purpose of administrator evaluations is to improve the professional performance of the administrator being evaluated, thereby enhancing the quality of education in the City of Medford. Other Department of Education requirements as to purpose are incorporated by reference."

- A. All observations of the work performance of an administrator will be conducted openly. The use of public address or audio systems without the knowledge of the administrator involved shall be prohibited. The School Committee will observe the provisions of General Laws, Chapter 71, Section 42C regarding personnel folders.
- B. Any complaint regarding an administrator made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the administrator before any disciplinary action is taken, if necessary.
- C. The Association recognizes the authority and responsibility of the superintendent for disciplining or reprimanding an administrator for delinquency of professional performance. If an administrator is to be disciplined or reprimanded by a member of the administration, he/she will be entitled to have a representative of the Association present.
- D. No administrator with professional status will be disciplined, reprimanded, reduced in rank or compensation without just cause; provided, however, the provisions of Massachusetts administrators tenure law shall be the only remedy available to said administrator alleged to be discipline, etc., in cases when said statutes are applicable.
- E. There shall be one official personnel file for each administrator. Administrators shall have access to their personnel files within one (1) business day of requesting access. Such files may be copied but may not be removed from the superintendent's office without mutual consent, except for utilization in an appropriate legal hearing. Any individual who accesses a personnel file must sign the sign out sheet which is to be attached to each file.
- F. Should any material derogatory to a currently employed administrator's conduct, service or personality be posted in the administrator's personnel file, and then the administrator involved will be given a copy of such material no later than fifteen (15) days from placement of such material in the file. If the administrator chooses to do so, he or she may submit any statement concerning the same if he or she so desires and said statement shall be filed with the alleged derogatory material in the administrator's personnel file.
- G. Material kept in grievance and/or working files may not be used to evaluate and /or discipline an administrator unless it has been placed in the official personnel file.
- H. The Superintendent or his/her designee shall initial all material placed in the official personnel file. The Association will be notified who the official designee is for this purpose.

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.

Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Administrator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i. Developing Educator Plan shall mean a plan developed by the New Administrator and the Evaluator for one school year 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 and is not part of the administrative union. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each professional status (PTS) Administrator will have one primary Evaluator at any one time responsible for determining performance ratings. Each new administrator will have both a Primary Evaluator and a Supervising Evaluator

- 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 should take 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 ACCESS gain scores. Please refer to the Administrator's DOM agreement.
- 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 as an administrator in the district
- 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. Refer to DDM agreement. 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. Refer to the DDM agreement.
- 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 determined state assessment (i.e. MCAS 2.0) Student Growth Percentile (SGP) or ACCESS gain scores, if applicable, in which case at least two years of data is required. • Subject to subsequent DDM and state agreements.
 - 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 identified in the separate DDM agreement. 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 but not less than ten minutes
 - ii. Announced observation(s) for new administrators in their first year of practice, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii. Examination of Administrator work products.
 - iv. 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 district will 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, the district shall arrange training for all Educators, principals, and other Administrators and evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1st of the first year of this agreement, all Administrators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent. Any Administrator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

- A. Completing the Self-Assessment
 - i. The evaluation cycle begins with the Administrator completing and submitting to the Primary or Supervising Evaluator a self-assessment by September 10th or within five weeks of the start of their employment at the school. The date is a placeholder. The parties may decide alternatives.

- ii. The self-assessment includes:
 - a) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.
 - b) An assessment of practice against each of the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).
 - c) Proposed goals to pursue:
 - 1) At least one goal directly related to improving the Administrator's own professional practice.
 - 2) At least one goal directed related to improving student learning.

B. Proposing the goals

- i. Administrators must consider goals for grade-level, subject-area, department teams, school-level teams, district-level teams, or other groups of Administrators who share responsibility for student learning and results, except as provided in (ii) below. Administrators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii. For New Administrators in their first year in a position, the Evaluator or his/her designee will meet with each Administrator by September 10th (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after September 10th to assist the Administrator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that a New Administrator in his/her second or third years in the current position should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, they may address appropriate shared team goals.
- iv. For Experienced Administrators with ratings of proficient or exemplary, the goals may be team goals. In addition, these Administrators may include individual professional practice goals that address enhancing skills that enable the Administrator to share proficient practices with colleagues or develop additional leadership skills.
- v. For Experienced Administrators with ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.

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

- A. Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual 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 October 1st of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
 - ii. For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by September 15th or within three weeks of the start of their assignment in that school.
 - iii. The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
- D. The Evaluator completes the Educator Plan by October 1st. The Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Administrator's signature indicates that the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator Plan.

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

- A. New Administrators in the first year in a position shall have at least four unannounced observation and at least one announced observations during the work year.

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

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

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

11) **Observations**

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

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

A. **Unannounced Observations**

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

12) **Evaluation Cycle: Formative Assessment**

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Administrators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms and administrative worksites. Evaluators are expected to give targeted constructive feedback to Administrators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Administrative Leadership Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes 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 12, below.
- C. The Formative Assessment report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D. No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Administrator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may provide to the evaluator additional evidence of the Administrator's performances against the four Performance Standards.
- E. Upon the request of either the Evaluator or the Administrator, the Evaluator and the Administrator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Administrator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Administrator's school mailbox or home.
- G. The Administrator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H. The Administrator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Administrator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

- J. If the rating in the Formative Assessment report differs from the last summative rating the Administrator received, the Evaluator may place the Administrator on a different Educator Plan, appropriate to the new rating.

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

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

14) **Evaluation Cycle: Summative Evaluation**

- A. The evaluation cycle concludes with a summative evaluation report which must be written and provided to the Administrator by June 1st.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The professional judgment of the primary evaluator shall determine the overall summative rating that the Administrator receives.
- D. For an Administrator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the Administrator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F. To be rated proficient overall, the Administrator shall, at a minimum, have been rated proficient on the Instructional Leadership Standard of Effective Administrative Leadership Practice.
- G. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Administrator, the Administrator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may also provide to the evaluator additional evidence of the Administrator's performance against the four Performance Standards.
- H. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face, by email or to the Administrator's school mailbox or home no later than June 1st.
- J. The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.
- K. The Evaluator may meet with the Administrator rated proficient or exemplary to discuss the summative evaluation, if either the Administrator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.

- L. Upon mutual agreement, the Administrator and the Evaluator may develop the Self-Directed Growth Plan for the following work year during the meeting on the Summative Evaluation report.
- M. The Administrator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Administrator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N. The Administrator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O. A copy of the signed final Summative Evaluation report shall be filed in the Administrator's personnel file.

15) **Educator Plans - General**

- A. Educator Plans shall be designed to provide Administrators with feedback for improvement, professional growth, and leadership; and to ensure Administrator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B. The Educator Plan shall include, but is not limited to:
 - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii. At least one goal for the improvement the learning, growth and achievement of the students under the Administrator's responsibility;
 - iii. An outline of actions the Administrator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Administrator will participate in as a 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. Two-year Self-Directed Growth Plan is for those Experienced Administrators who have an overall rating of proficient or exemplary, and after 2015--2016 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 2015--2016 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. 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 with PTS 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.

- 20) **Timelines (Dates in *italic* re provided as guidance) All dates are placeholders. The parties may decide alternatives.**

One Year Evaluation Cycle Timeline

	Completed By:
Superintendent meets with evaluators and administrators to explain evaluation process	Start of school year, but no later than September 15
Evaluator meets with first-year New Administrators to assist in self-assessment and goal setting process	October 12
Administrator submits self-assessment and proposed goals	
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 26
Administrator completes Educator Plans	November 23
Evaluator should complete first observation of each Administrator	December 14
Administrator submits evidence related to Standards 1-4 and SMART goals *or two weeks before Formative Assessment Report date established by Evaluator	February 8
Evaluator should complete mid-cycle Formative Assessment Reports for Administrators on one-year Educator Plans	March 7
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Administrator	March 14
Administrator submits evidence related to Standards 1-4 and SMART goals *or four weeks before Summative Assessment Report date established by Evaluator	May 11
Evaluator completes Summative Evaluation Report and meets with the Pre-Professional Administrator	June 13
Evaluator completes Summative Evaluation Report and meets with the PTS Administrator	June 15
Administrator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt *Summative Evaluation Report to be placed in Educator personnel Folder	within five days of receipt

For the 2015-2016 school year, there shall be a window of ten (10) working days to comply with these deadlines. Representatives from the Administrative Union shall meet by June 1 of each year to review these deadlines for each subsequent school year. Changes to the deadlines shall only be made by mutual agreement. Without an agreement, the 2015-2016 school year deadlines shall apply.

Two Year Evaluation Cycle Timeline

YEAR ONE OF TWO YEAR PLAN	
	Completed By:
Superintendent meets with evaluators and administrators to explain evaluation process	Start of school year, but no later than September 15
Evaluator meets with Administrators to assist in self-assessment and goal setting process	October 12
Administrator submits self-assessment and proposed goals	
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 26
Administrator completes Educator Plans	November 23
Evaluator should complete first observation of each Administrator	December 14
Educator submits evidence related to Standards 1-4 and SMART Goals. *or 4 weeks prior to Formative Evaluation Report date established by evaluator	April 25, 2016
Evaluator completes Formative Evaluation Report and meets with the PTS Educator	June 1, 2016
Evaluator meets with Educator if requested by either the Evaluator or Educator	June 14, 2016
YEAR TWO OF TWO YEAR PLAN	
Administrator submits evidence related to Standards 1-4 and SMART Goals. *or 4 weeks prior to Summative Evaluation Report date established by evaluator	May 11, 2017
Evaluator completes Summative Evaluation Report and meets with the PTS Educator	June 13, 2017
Evaluator meets with Educator	June 15, 2017
Administrator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	within five days of receipt
*Summative Evaluation Report to be placed in Educator personnel Folder	

For the 2015-2016 school year, there shall be a window of ten (10) working days to comply with these deadlines. Representatives from the Administrative Union shall meet by June 1 of each year to review these deadlines for each subsequent school year. Changes to the deadlines shall only be made by mutual agreement. Without an agreement, the 2015-2016 school year deadlines shall apply.

Timeline for Educators Entering Year Two of a Two Year Plan

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Administrator submits evidence related to Standards 1-4 and SMART goals *or four weeks before Summative Assessment Report date established by Evaluator	May 11, 2016
Evaluator completes Summative Evaluation Report and meets with the Pre-Professional Administrator	June 13, 2016
Evaluator completes Summative Evaluation Report and meets with the PTS Administrator	June 15, 2016
Administrator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt *Summative Evaluation Report to be placed in Educator personnel Folder	within five days of receipt

For the 2015-2016 school year, there shall be a window of ten (10) working days to comply with these deadlines. Representatives from the Administrative Union shall meet by June 1 of each year to review these deadlines for each subsequent school year. Changes to the deadlines shall only be made by mutual agreement. Without an agreement, the 2015-2016 school year deadlines shall apply.

A. Educator Administrators on Plans of Less than One Year

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

21) **Career Advancement**

A. In order to attain Professional Teacher Status, the Administrator 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 Administrator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The supervisor's decision is subject to review and approval by the superintendent.

B. In order to qualify to apply for a promotional position within administration, the Administrator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

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

22) Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating Administrator impact on student learning growth based on state and district-determined measures of student learning. Refer to DOM agreement.

23) Using Student feedback in Administrator Evaluation

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

24) Using Staff feedback in Administrator Evaluation

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

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.