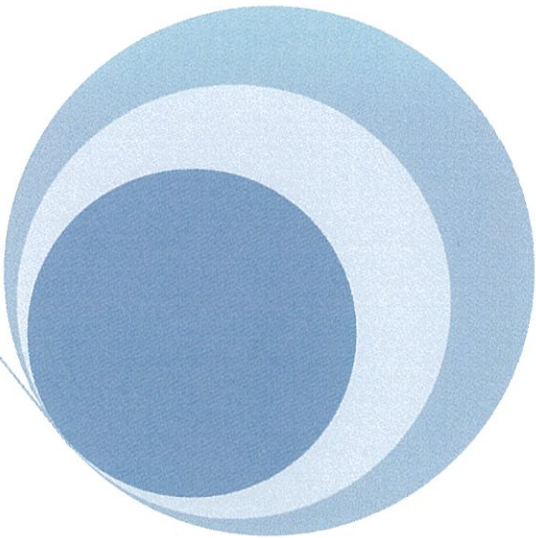
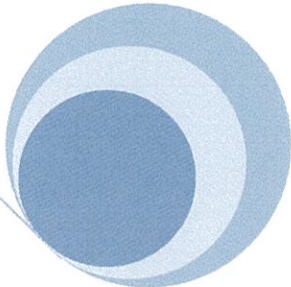


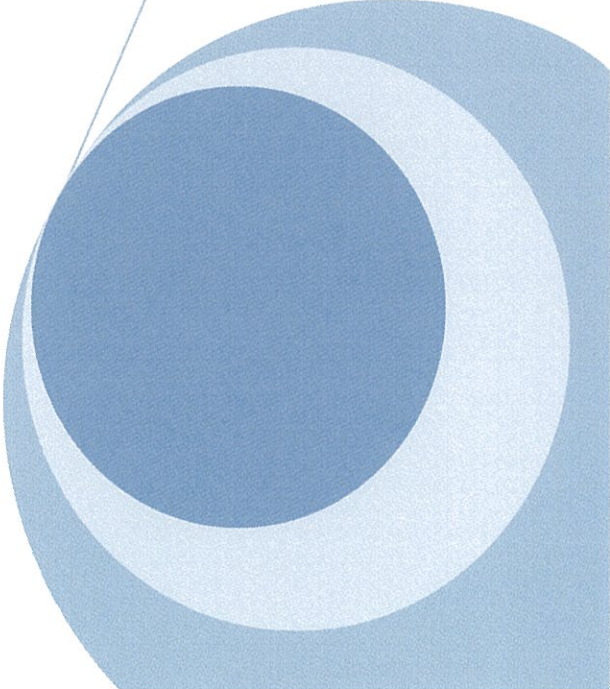


**Upper Cape Cod
Regional Technical School**

Teachers' Association – Unit B



COLLECTIVE BARGAINING AGREEMENT



July 1, 2019 – June 30, 2022

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This Agreement is entered into by and between the Upper Cape Cod Regional Vocational-Technical School District Committee (Committee) and the Upper Cape Cod Regional Vocational-Technical Administrators Association (Association).

Article I Recognition

The Committee recognizes the Association as the sole and exclusive bargaining agent of the employees of the Committee in the following classifications for the purpose of collective bargaining on wages, hours, and conditions of employment pursuant to Chapter 150E, Massachusetts General Laws;

Director of Curriculum and Instruction, Director of Student Services, Assistant Principal, Supervisors, and Dean of Students but excluding there from Superintendent, Principal and all other employees of the Committee not included in the classification aforementioned.

Article II Committee's Rights Clause

It is agreed by the parties hereto that the Committee retains all its rights, duties, powers and responsibilities under the laws of the Commonwealth and under any regulation of any appropriate state or federal agency unless otherwise modified by an expressed written provision of this Agreement. If any conflict between a provision of this Agreement and any state law or agency rule or regulation should arise, then such law or rule or regulation shall prevail.

It is further agreed, that except as modified by this Agreement, the rules and regulations of the Committee, as from time to time altered by the Committee, shall govern employees covered by this Agreement.

Article III Absence

If an employee covered by this Agreement is to be absent from school because of personal illness, the Administration must be notified between 6:00 am and 6:45 am except in case of emergency. Failure to so notify shall result in a day's suspension at the per diem rate of that employee's salary. Absence calls should be made to the School answering machine.

Article IV Deductions

Deductions from each paycheck for federal and state income taxes and for the state retirement fund will be made according to the appropriate governmental regulation. Assessment for group health insurance and life insurance will be deducted equally from each paycheck commencing with the first paycheck in October.

When fifty percent (50%) or more of the employees covered by this Agreement indicate, in writing, that they wish payroll deduction for the purpose of joining the Massachusetts Teachers Association, the Committee will so authorize. The written authorization, signed by the Administrator, must be presented to the Superintendent by the third Monday of September. Dues collected and accumulated will be given in a single check to the Association Treasurer each month.

The Committee will deduct, upon written authorization by the involved employee, payments to the Massachusetts Teachers Association Credit Union. These deductions shall be made on the basis of one (1) enrollment per Administrator in the said Credit Union in September of each year of the Agreement and one (1) change in each year of this agreement, provided written notice of such change is submitted to the Superintendent by the end of the second week of February to become effective with the first Payroll period in March.

The provisions associated with the tax-sheltered annuities deductions shall be the same as those described above relating to the Massachusetts Teachers Association Credit Union deductions.

Article V Personal Injury Benefit

Whenever an Administrator is absent from school as a result of an industrial accident (as same is defined in Chapter 152 of the Massachusetts General Laws), said Administrator shall, in addition to any workers' compensation benefits, be paid the difference between said benefits and his/her daily rate of pay so that said Administrator will receive a daily total amount equal to his/her daily rate of pay but in no event greater than said daily rate during the period he/she is receiving workers' compensation benefits for total temporary disability. This allowance provided for above shall be deducted from said Administrator's accumulated unused sick leave. In the event there is no unused accumulated sick leave in said Administrator's personal credit, then the allowance shall not be paid.

Article VI Parental Leave

Parental leave shall comply with applicable State and Federal law. Except as otherwise extended by State or Federal law, and Administrator shall be entitled to up to twelve (12) weeks of parental leave and will be entitled to the Sick Leave benefits of this Agreement to the extent that she/he has unused accumulated Sick Leave; provided, however, that such teacher shall give at least thirty (30) days written notice, which may be waived in extenuating circumstances, to the Superintendent indicating the anticipated date of departure and of the intended date of return and

such leave shall commence immediately following the birth or arrival in the home of the child to be adopted. Parental leave shall mean leave granted following the birth or adoption of the employee's child or adoption of the employee's child for the caring of the child. Upon completion of said leave such teacher shall be returned to the previous or similar position but only if other employees of equal service credit and status in the same or similar position have not been laid off due to the economic conditions or other changes in the operating conditions affecting employment during the period of such parental leave.

In the event that the reason for the leave under this Article is no longer operative, such employee may return to work.

Article VII Administrator Employment

Administrators with previous administrative experience in the Upper Cape Cod Regional Vocational-Technical School District, if rehired, will upon returning to the system receive full credit on the salary schedule of all outside school administration experience gained as a full-time employee. Administrators who have not been engaged in administration employment on a full-time basis, will, if rehired, upon returning to the system be restored to the next position on the salary schedule above that which they left, provided, however, it is not within the same school year which they have left. Previously accumulated sick leave days will be restored to such returning Administrators.

An employee covered by this Agreement who intends to resign must provide the Committee a written notification to do so at least thirty (30) days prior to the effective date of the resignation.

Article VIII End of Service Sick Leave Buyback

Employees covered by this Agreement who terminate their service for the purposes of retirement only will be eligible for sick leave buyback, with the Upper Cape Cod Regional Vocational-Technical School District after five (5) years of service in this bargaining unit shall be compensated for unused, accumulated sick leave in accordance with the following provisions:

1. An employee shall notify the Superintendent in writing of his/her intention to terminate service in the school district at least thirty (30) days prior to the effective date of termination. Upon receipt of such notification by the Superintendent, the employee shall become eligible to receive compensation based upon fifty percent (50%) of the subject employee's unused, accumulated sick leave at the per diem rate of \$50.00, total not to exceed \$3,000.

or

2. If the employee notifies the Superintendent in writing of his/her intention to terminate service in the school district at least one hundred (120) days prior to the effective date of such termination, the employee shall be eligible to receive

compensation based upon twenty percent (20%) of the subject employee's unused, accumulated sick leave at the per diem rate, total not to exceed \$13,000.

3. The compensation, provided by this Article shall be paid in a lump sum at the time of the payroll period immediately following the effective date of the termination of service.
4. In the event that the employee, who has given notice pursuant to this Article should die before the effective date of termination of service then, in such event, the lump sum shall be paid to the estate of said employee.
5. Only years of service to the Committee will be credited to Unit B members when computing the amount of severance. Incumbents as of September 1, 1994 will be exempt from this restriction.
6. Notwithstanding any other provision of this Article to the contrary, any member of the bargaining unit as of the effective date of this Agreement shall be eligible for all of the benefits contained in this Article.

Article IX No Strike

The Association agrees that no Association Officer, representative, or employee shall conduct, induce or encourage any strike, work stoppage or withholding of services or engage in any other direct interference with the operations of the School District.

The Committee may take disciplinary action, including suspension or discharge, against any employee involved in a violation of this Article.

In the event that any employee represented by the Association engages in activities in violation of this Agreement, it shall be the responsibility of the Association and its members to exert their full power and influence with the employee in good faith to induce his observance of the provisions of this Article.

Should any of the aforementioned occur, the Association shall exert every effort, in writing, to immediately have the activity terminated, including ordering, in writing, the persons therein involved to return to work. A copy of all communications regarding these efforts shall be sent to the School Committee.

Article X General

No Administrator shall be disciplined or discharged without just cause. This provision is not intended by the parties to restrict in any manner the statutory rights of the Committee relative to non-tenure Administrators or its statutory rights relative to tenure Administrators. The Grievance Procedure or Arbitration provision of this Agreement shall not be invoked by the Upper Cape Cod Regional Vocational-Technical Administrators Association in the event of the exercise by the Committee of any of its statutory powers relative to the non-tenured Administrators.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Upper Cape Cod Regional Vocational-Technical Administrators Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Both parties agree that they will not discriminate against any such employee covered by this Agreement because of race, color, creed, sex or national origin.

A Committee comprised of no more than two (2) appropriate representatives of the members of the Bargaining Unit covered by this Agreement shall have the right to consult with

the sub-committee of the School District committee of up to three (3) members on matters of mutual concern of the provisions of this Agreement, no more than two (2) times per year.

An agenda of items to be addressed shall be submitted to the Superintendent no later than ten (10) calendar days prior to the next regular scheduled meeting of the School District Committee. The sub-committee will be appointed by the Chairman of the District School Committee and charged to meet within fifteen (15) days with the two (2) appropriate representatives and report back at the next regularly scheduled meeting of the results and actions in the executive session of the collective bargaining issues at which the two (2) appropriate representatives may be present.

The Committee accepts the mandatory indemnifications of Administrators as provided in Chapter 258, Section 100 (c) of the Massachusetts General Laws.

No bargaining unit members who are not already enrolled in the Blue Cross/Blue Shield Master Health Plus by July 9, 2009 (the effective date of the previous Collective Bargaining Agreement) may choose Blue Cross/Blue Shield Master Health Plus for their insurance.

Employees covered by this Agreement may be assigned by the Superintendent, Principal, or his designee, to such supervisory duties as they deem necessary. Such duties shall be distributed equitably as practicable among all the bargaining unit members.

The position of Cooperative Education Liaison for the following year shall be posted annually by May 1 and the appointment shall be made prior to the conclusion of the current school year.

Article XI Grievance Procedure

- A. **Definition:** For the purpose of this Agreement, a grievance will be defined as a dispute between a member of the Bargaining Unit covered by this Agreement or the Association and the Committee over the interpretation or application of the provisions of this Agreement or any alleged inequitable or discriminatory treatment of an administrator under the provisions of this Agreement.
- B. **Procedures:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
 - 1. **Level One:** An employee covered by this Agreement who has a grievance shall discuss it with his/her immediate superior either personally or through the appropriate representative of the Association within five (5) school days from the date on which the incident giving rise to the grievance has occurred or when the employee knew or should have known of such incident.

2. **Level Two:** If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered, said grievant and/or the Association may appeal to the Superintendent provided such appeal is made within ten (10) school days after the presentation of the grievance at Level One. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered in Level One. Within ten (10) school days after receipt of the written grievance by the Superintendent, he, or his designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent shall advise the appropriate representative of the Association that any appeal has been made and the date and time of the conference. The appropriate representative of the Association may be present at the conference to state the views of the Association.
3. **Level Three:** If the grievant is not satisfied with the decision of the Superintendent or his designee, or if no decision has been rendered, said grievant and/or the Association may appeal to the Committee, provided, however, that such appeal is made within ten (10) school days next following the conference in Level Two above. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any rendered under Level Two. The Committee shall confer with the grievant and/or the appropriate representative of the Association, if any, at an executive session at the regularly scheduled meeting next following receipt of the written appeal.
4. **Level Four:** If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly scheduled meeting of the Committee next following the conference, the Association may within fifteen (15) school days thereafter submit the grievance to arbitration as provided in this Agreement.

Article XII Arbitration

The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not mutually select an arbitrator within ten (10) school days from the date of submission of the grievance to arbitration, then either party may request a list of five (5) arbitrators from the American Arbitration Association. The parties shall determine by lot which party is to strike the first name and the name remaining after each has eliminated two (2) shall be the arbitrator.

The arbitrator shall be bound by the written submission of both parties of the grievance. In the event that the parties cannot agree on the framing of an issue before the arbitrator, each party will submit a framed issue to the arbitrator, and the arbitrator will select the issue as framed and submitted by one of the parties. His decision shall not extend beyond said submission nor alter, amend or modify the provisions of this Agreement. Nor shall the arbitrator render a decision which shall impinge upon any of the reserved rights and duties of the Committee.

Further, the arbitrator shall render his decision within thirty (30) calendar days from the date of the completion of the hearings, which decision shall be final and binding on both parties to this Agreement.

Both parties shall share equally the expense of such arbitration.

Article XIII Evening Meetings

Employees covered by this Agreement may be required by the Superintendent to attend School Committee meetings whenever agenda items before the Committee require his/her area of knowledge.

In addition, Administrators may be required to be present at evening meetings that require their presence including but not limited to: Open Houses; workshops; seminars; Advisory Board Meetings; or public meetings but, in no event more than six such public meetings called by the Superintendent or School Committee.

Article XIV Vacancies

When a vacancy occurs within Unit B positions, Unit B members will be notified by the posting of the vacancy.

Article XV
Administrative Evaluation

See Appendix B

Article XVI
Sick Leave

One and one-half (1 ½) days per month, sixteen (16) days per year accumulative to two hundred sixty will be granted all administrators. Administrators who have accumulated the maximum number of sick days (260) and who use sick leave will have their days deducted from their accumulation for the year first. At the conclusion of the year, the sick leave accumulation for those administrators who do not use more than sixteen (16) days shall return to 260 days.

Administrators who have accumulated at least 210 sick days and who use three (3) or fewer sick days and personal days combined in a school year at the end of that school year shall have the option to be paid four (4) sick days at their per diem rate. Administrators who choose this option will not be allowed to add their additional unused sick days from that school year to their total accumulation.

The Committee may in the exercise of its sole discretion grant an extended leave of absence due to a continuous serious illness without pay or increment up to one year to a tenured administrator who has exhausted his/her accumulated sick leave credit; provided, said administrator requests such leave in writing and submits a physician's certification of said illness, which certificate shall state the nature of the illness and estimated period of absence.

There shall be one (1) Sick Leave Bank for the Association, Units A and B. for the purpose of making additional sick days available to bargaining unit members who have exhausted their entire sick leave accumulation and who have a serious illness or injury. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) members, two members shall be appointed by the Committee (not to include the Superintendent) and two (2) members of the Association whom shall be appointed by the Association President. If a Sick Leave Bank Committee vote on any matter results in a tie, the matter under consideration shall not be approved or adopted. The Sick Leave Bank will be initially funded by deducting two (1) sick leave days from each employee and contributing such days to the bank. The Sick Leave Bank Committee shall determine the eligibility of an employee for sick leave days from the bank and the number of days of sick leave to be granted in each case, and in no event more than twenty (20) days at a time. An employee may reapply for additional days. Any request denied by the Sick Leave Bank Committee may be reconsidered upon presentation of new information substantiating the need. The Sick Leave Bank Committee may promulgate reasonable rules and regulations regarding operation of the Bank. All decisions of the Sick Leave Bank Committee are final and binding on both parties and are not subject to litigation in any form, including but not limited to, the grievance or arbitration provisions of the contract. The balance of sick leave days in the bank shall be carried forward from work year to work year. When the bank is depleted to twenty (20) days, an additional assessment of one (1) sick leave day shall be made against the sick leave account of each employee. Employees shall not be

assessed more than two (2) days in a school year. If there is the need in a school year to replenish the bank beyond the cap of (2) days as provided in the previous sentence, teachers may voluntarily contribute up to an additional three (3) of their accumulated sick days to the bank. A teacher seeking to access Sick Leave Bank days shall provide a written request to the Superintendent who shall forward such request to the Sick Leave Bank Committee. The request shall be accompanied by a detailed written statement from the treating physician indicating the nature of the illness or injury and probable date of return to work. The Sick Leave Bank Committee shall meet to consider the request within five (5) days following the receipt of a request.

The following criteria shall be used by the Sick Leave Bank Committee in administering the sick bank and determining eligibility and amount of leave.

- a. Adequate documented medical evidence of serious illness or injury, and
- b. Prior utilization of all eligible sick leave.

In the event of a tie, the teacher may ask that the Association President and Superintendent vote on the matter. If the result is still a tie, the matter shall not be approved or adopted.

Article XVII

Personal Leave

Up to five (5) consecutive school days shall be granted without loss of pay due to death in the immediate family of an employee covered by this Agreement. Such immediate family shall include: spouse, child, parent, sibling, the then parent-in-law, sister-in-law, brother-in-law, grandparents, grandchild or other members of such employee's immediate household.

Three (3) days of leave for personal business, without loss in pay, shall be granted by the Superintendent each year, non-cumulative, for the following reasons: Illness in the immediate family; appearance in a court of competent jurisdiction; and passing of papers on the teacher's house or for such other reason as may be allowed by the Superintendent in the sole exercise of his discretion provided that the request for such days is submitted in accordance with the provisions of this Article. Request for the personal leave days must be submitted in writing, stating their reason for such leave, at least one (1) week in advance to the Superintendent, except in case of emergency. The Personal leave days shall not be granted on the scheduled workday before or after a holiday, vacation period or other leave of absence. Nor shall personal leave days be taken during the first two weeks or the last two weeks of school unless an emergency exists.

Article XVIII

Administrative Assignment

Administrative assignments will be the responsibility of the Superintendent or his designee to assure the school can perform its educational functions and responsibilities under the appropriate statutes of the Commonwealth.

Article XIX

Salaries

The Salaries for Administrators covered by this Agreement shall be determined as follows:

The Administrator shall be placed on the appropriate step and level of the applicable Salary Schedule as it appears in the Unit B Collective Bargaining Agreement (Appendix A) in existence as of the effective date of this Agreement. Step advancement is not automatic, but shall be subject to satisfactory evaluation.

Longevity payment will be added to salary schedule as follows:

Years of Service	Payment
6 th through 10 th	\$900
11 th through 15 th	\$1,300
16 th through 20	\$1,900
21 st and over	\$2,500

Above are total, not cumulative, longevity payments.

The position of Cooperative Education Liaison shall be listed herein as a stipended position appointed annually. Members of this bargaining unit shall receive preference for this position and no individual may hold the position of Cooperative Education Liaison and the position of Cooperative Education Advisor concurrently. The Cooperative Education Liaisons must be licensed as a Cooperative Education Coordinator. The stipend shall be \$6,000.00 for each liaison. In the event that more than two (2) people apply for the positions, the most qualified people will be appointed and if it is determined that the applicants are equally qualified, the appointment will be by seniority.

The Cooperative Coordinator shall receive a stipend of \$3,000 in consideration for working with at least twelve (12) students per semester who are in Cooperative Education that require the Cooperative Coordinator to make work site visits during evenings and weekends. Half of this stipend will be paid in December and half in June of each school year.

The Special Education Director/Director of Student Services shall receive a stipend of \$6,250 in consideration for management of the Special Education Entitlement Grant (Fund Code 240).

The School Committee shall establish and maintain, pursuant to IRS Regulation, a 403B Plan for bargaining unit members. The Committee shall provide a matching contribution of up

to \$2,400 per contract year for each bargaining unit member. Bargaining unit members may contribute up to the statutory/regulatory allowable limits provided by the IRS Code on an annual basis.

Article XX

Work Day and Work Year

The Work Day for Administrators covered by this Agreement shall consist of eight (8) hours inclusive of lunch; provided, however, that each Administrator shall supervise Detentions on a rotating basis, which shall, on such days, extend the Work Day until all students subject to Detention have been dismissed in an orderly manner. Administrators will be available, as needed, beyond the eight (8) hour workday to address programmatic or student issues and/or emergencies.

At the discretion of the Superintendent, Administrators may be dismissed prior to the regular dismissal time on early dismissal days for students and teachers.

The Work Year shall consist of two hundred ten (210) days for all classifications covered by this Agreement to be scheduled by the Superintendent in accordance with program needs.

Without modifying the work years set forth in this Article, each bargaining unit member may take up to three (3) nonconsecutive alternative work days provided he/she provides the Superintendent with at least thirty (30) days written notice and the Superintendent grants prior approval of the use of the days.

In the event employees in classifications covered by this Agreement are required by the Superintendent to work additional days or beyond their work year, as set forth in this Article, and such employees perform their regular school year assignment, such days shall be compensated at the employee's per diem rate of pay.

The work day for bargaining unit members shall begin at 7:15 am.

Article XXI
Professional Development and Educational Improvement

- A. The Committee will pay two hundred twenty-five (\$225.00) dollars yearly for the annual vocational professional development conference or for tuition or seminar fees for other professional development activities directly related to teaching responsibilities and approved by the Superintendent. Bargaining unit members requesting reimbursement will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is sought. Professional development completed for recertification shall also qualify for the requirements of this section, subject to the provisions of this article.

Bargaining unit members shall be eligible for reimbursement of the costs of workshops, seminars, conferences, and other educational and professional development activities to the same amount as annually established by the provisions of C below. Such activities, whether employee or employer initiated, must be approved in advance by the Superintendent.

- B. The Association may provide an instructor from an accredited degree granting institution (community college, university) at the Upper Cape Cod Regional Technical School for such course which must be related to the educational programs at the Upper Cape Cod Regional Technical School. Reimbursement of such course will be in accordance with the reimbursement provisions of Article XXI. The approval of such course by the Superintendent will not be unreasonably withheld.
- C. In an effort to encourage and support the professional development of the educators of the Upper Cape Cod Regional Technical School, the Committee agrees to reimburse unit members for the costs associated with taking courses at accredited colleges or universities.
1. Members are eligible for the reimbursement up to a maximum of the costs (including mileage reimbursement) associated with taking a graduate level three credit course at the University of Massachusetts at Boston. The rate of reimbursement in each contract year shall be the rate effective on April 1st proceeding the contract year.
 2. Reimbursement shall be provided upon the presentation of evidence of receipts for the costs and the successful completion of the course which shall be a grade of "B-" or better.

Article XXII

Reduction in Force

A. In the event the School Committee determines to reduce the number of employees covered by Article I of the Collective Bargaining Agreement between the Committee and the Association, the following procedure for reduction in personnel will be followed:

1. If the Committee determines it is necessary to reduce the number of Administrators covered by the Collective Bargaining Agreement, it shall attempt to accomplish said reduction by attrition.

2. **Definitions**

- a. **Seniority:** Means an Administrator's length of continuous service in years, months, and days in the Upper Cape Cod Regional School District commencing on the initial date of most recent employment as a full-time Administrator in a classification covered by this Agreement (not date of appointment). Where the total number of years, months, and days are equal, seniority shall be determined by the greater attainment of one of the Administrators involved.
- b. **Attainment:** Means the degree status or level as described in Appendix A, the Basic Salary Schedule. In the event Administrators are on the same level, then the Administrator who has a greater number of credits toward the next higher level shall be the Administrator with the greater attainment.
- c. **Evaluation:** Shall be that as determined by the Superintendent based on the Evaluation Instruments of the Administrators in the departments affected; but, in no event shall such instruments considered be for more than three (3) school years immediately preceding the notice of layoff.
- e. **Qualified:** Means that the Administrator: (a) is certified by DESE for the classification; (b) has worked in that classification within the preceding six (6) year period in the Upper Cape Cod Regional School District.
- f. **Lay-Off:** Means an unpaid leave of absence of sixteen (16) months commencing from and pursuant to a Reduction in Force.
- g. **Re-Call:** Means the right to return to service during the sixteen (16) month lay-off period.

- h. **Seniority Lists:** Shall mean the order of seniority of each person covered by this Agreement Said list shall be prepared by the Committee and the Association by October 1 of each school year. The Association shall promulgate the seniority lists to each such employee within ten (10) calendar days after receipt of said lists from the Committee.
- i. **Classifications:** Shall mean the positions listed in the Recognition clause.

3. In the event a reduction cannot be accomplished through attrition, and an Administrator must be laid off, the Superintendent shall notify, in writing, the Administrator to be laid off within the affected classification in accordance with the following formula:

- a. If more than four (4) years difference of length of service exists as between two (2) Administrators in the affected classification, then seniority shall determine the order of lay-off with the most senior Administrator being retained in favor of the least senior Administrator.
- b. If the length of service is between two (2) Administrators in a classification is up to and including four (4) years difference, then the following three (3) factors shall be considered in determining the order of lay-off; seniority, evaluation and attainment.
- c. In the event an administrative position is eliminated, said administrator has the opportunity to return to their previous administrative position provided they are licensed for said position, have performed the duties of said position within the previous six (6) years.

4. Each of the foregoing factors shall be weighted equally (e.g. 1/3, 1/3, 1/3); in the event a tie should result, then in such event the Superintendent shall reasonably determine which Administrator is to be laid off.

- a. An employee covered by this Agreement, who has been notified by certified mail that he/she is to be laid off pursuant to this Article, may, within seven (7) calendar days of said notification inform the Superintendent, by certified mail, that he/she wishes to displace an employee within a classification in which the displacing employee has greater seniority and whose position the displacing employee is qualified to fill as set forth in 2.e. above (definition of Qualified). The formula used in determining the original lay-off will again be used in determining the rights of the displacing Administrator and the Administrator to be displaced.

- b. When an employee covered by the Collective Bargaining Agreement who has been laid off in accordance with the provisions of this Reduction in Force procedure, said employee shall be placed on a recall list for a period of sixteen (16) calendar months from the effective date of the layoff. If not recalled during said period, the employee shall be dismissed.
- c. An employee placed on recall in accordance with the provisions of this Article shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of his/her lay-off; provided, however, that the employee pays the entire cost of said insurance in advance of the premium due; and there shall be no contribution by the Committee for such employee's insurance.
- d. The employee, during the period of recall, shall inform the Superintendent of Schools of his/her current mailing address and any other circumstances which could affect his/her recall status.
- e. In the event that the Committee determines to re-establish the eliminated positions, or in the event that other vacancies occur which the Committee decides to fill, then employees who have been placed on lay-off status who are qualified for the available position and who are in recall status shall be notified by certified mail that such a position is available. The employees so notified shall, within fourteen (14) calendar days, from the date of the receipt of the notice, respond in writing, by certified mail, of their intention to return or not to return to the school system. Upon the expiration of said fourteen (14) calendar days, if the superintendent has not been notified by said employee, or if the employee has given notice of his/her intention not to return, then in such event, said employee shall terminate the leave of absence and the employee shall be considered to have resigned from the school system.
- f. The Superintendent shall assign the most senior qualified employee among those notified in paragraph (e) to the available position, provided said employee was placed on lay-off from the classification and provided said employee has complied with the provisions of paragraph (e).
- g. Those employees who have complied with paragraph (e) above and who have not been assigned in accordance with paragraph (f) above shall continue in recall status consistent with paragraph 5(b) above.
- i. In the event of a lay-off pursuant to this Agreement, no duties performed by members of the Bargaining Unit may be performed

by persons not in the Bargaining Unit except to the degree consistent with the practices in effect on the effective date of this Agreement.

5. Employees recalled and returned to active service pursuant to the provisions of this Reduction In Force procedure shall be credited with all previously accrued time in the Upper Cape Cod Regional School District for the purposes of placement on the Salary Schedule and any previously accrued, unused sick leave upon return to active service.

6. The School Committee and Association agree that for the purposes of this Agreement, grievances arising hereunder shall be processed in accordance with the Grievance Procedure of the Collective Bargaining Agreement between the Association and the Committee.

7. The foregoing procedure for Reduction In Force shall apply solely to full-time Administrators with professional teaching status covered by the Collective Bargaining Agreement.

Article XXIII Duration Clause

The provisions of this Agreement, unless specifically stated otherwise, shall be effective as of July 1, 2019 and shall remain in full force and effect until June 30, 2022. Either party to this Agreement may give written notice by October 1, 2021, or by October 1st of any subsequent year, of its intention to negotiate changes in this Agreement.

In Witness Whereof, we set our hands on this the _____ day of _____, 2019.

Upper Cape Cod Regional Vocational-
Technical School District Committee

Upper Cape Cod Regional Vocational-
Technical School Teachers' Association

Appendix A - Salary Schedules

FY2020

<u>Step</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
1	86,574	88,857	91,371	93,654	95,938
2	87,943	90,455	92,969	95,252	97,537
3	89,086	92,055	94,569	96,582	99,136
4	91,142	93,654	95,938	98,450	100,735
5	92,969	95,252	97,537	100,050	102,335
6	94,569	96,852	99,136	101,649	103,933
7	95,938	98,450	100,735	103,020	105,532
8	97,537	100,050	102,335	104,619	107,131
9	99,136	101,649	103,933	106,218	108,730
10	100,735	103,020	105,303	107,816	110,100
11	102,105	104,619	106,903	109,188	111,700
12	103,933	106,218	108,730	111,015	113,298
13	105,762	108,045	110,330	112,842	115,126
14	106,903	109,416	111,700	113,984	116,497
15	108,305	110,786	113,071	115,355	117,868
16	109,416	111,928	114,213	116,497	119,010
17	110,558	112,842	115,355	117,638	120,151
18	111,700	113,984	116,497	119,010	121,293
19	112,842	115,126	117,638	120,151	122,665

Level I:	Vocational – Certification + 45 credits Academic – Master’s Degree
Level II:	Vocational – Certification + 60 credits Academic – Master’s Degree + 15 graduate credits beyond.
Level III:	Vocational – Bachelor’s Degree Academic – Master’s and 30 graduate credits beyond.
Level IV:	Vocational – Master’s Degree Academic – C.A.G.S.
Level V:	Vocational – C.A.G.S. Academic – Ed.D. or Ph.D. in subject area.

Steps indicate years of experience in Unit B. All earned credits for salary level advancement must be related to work responsibilities.

FY2021

<u>Step</u>	I	II	III	IV	V
1	88,738	91,078	93,655	95,995	98,336
2	90,142	92,716	95,293	97,633	99,975
3	91,313	94,356	96,933	99,273	101,614
4	93,421	95,995	98,336	100,911	103,253
5	95,293	97,633	99,975	102,551	104,893
6	96,933	99,273	101,614	104,190	106,531
7	98,336	100,911	103,253	105,596	108,170
8	99,975	102,551	104,893	107,234	109,809
9	101,614	104,190	106,531	108,873	111,448
10	103,253	105,596	107,936	110,511	112,853
11	104,658	107,234	109,576	111,918	114,493
12	106,531	108,873	111,448	113,790	116,130
13	108,406	110,746	113,088	115,663	118,004
14	109,576	112,151	114,493	116,834	119,409
15	111,013	113,556	115,898	118,239	120,815
16	112,151	114,726	117,068	119,409	121,985
17	113,322	115,663	118,239	120,579	123,155
18	114,493	116,834	119,409	121,985	124,325
19	115,663	118,004	120,579	123,155	125,732

Level I: Vocational – Certification + 45 credits
Academic – Master’s Degree

Level II: Vocational – Certification + 60 credits
Academic – Master’s Degree + 15 graduate credits beyond.

Level III: Vocational – Bachelor’s Degree
Academic – Master’s and 30 graduate credits beyond.

Level IV: Vocational – Master’s Degree
Academic – C.A.G.S.

Level V: Vocational – C.A.G.S.
Academic – Ed.D. or Ph.D. in subject area.

Steps indicate years of experience in Unit B. All earned credits for salary level advancement must be related to work responsibilities.

FY2022

<u>Step</u>	I	II	III	IV	V
1	90,956	93,355	95,996	98,395	100,794
2	92,396	95,034	97,675	100,074	102,474
3	93,596	96,715	99,356	101,755	104,154
4	95,757	98,395	100,794	103,434	105,834
5	97,675	110,074	102,474	105,115	107,515
6	99,356	101,755	104,154	106,795	109,194
7	100,794	103,434	105,834	108,236	110,874
8	102,474	105,115	107,515	109,915	112,554
9	104,154	106,795	109,194	111,595	114,234
10	105,834	108,236	110,634	113,274	115,674
11	107,274	109,915	112,315	114,716	117,355
12	109,194	111,595	114,234	116,635	119,033
13	111,116	113,515	115,915	118,555	120,954
14	112,315	114,955	117,355	119,755	122,394
15	113,788	116,395	118,795	121,195	123,835
16	114,955	117,594	119,955	122,394	125,035
17	116,155	118,555	121,195	123,593	126,234
18	117,355	119,755	122,394	125,035	127,433
19	118,555	120,954	123,593	126,234	128,875

Level I: Vocational – Certification + 45 credits
Academic – Master’s Degree

Level II: Vocational – Certification + 60 credits
Academic – Master’s Degree + 15 graduate credits beyond.

Level III: Vocational – Bachelor’s Degree
Academic – Master’s and 30 graduate credits beyond.

Level IV: Vocational – Master’s Degree
Academic – C.A.G.S.

Level V: Vocational – C.A.G.S.
Academic – Ed.D. or Ph.D. in subject area.

Steps indicate years of experience in Unit B. All earned credits for salary level advancement must be related to work responsibilities.

Appendix B. Administrator Evaluation

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1) Purpose of Educator Evaluation

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

2) Definitions

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

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

- iv) Notification: The Administrator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Administrator.
- I) Evaluation Cycle: A five-component process that all Administrators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- J) Experienced Administrator: An administrator who has completed three school years in the same position in the district.
- K) Family: Includes students' parents, legal guardians, foster parents, or primary caregivers.
- L) Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator Plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- M) Formative Evaluation: An evaluation conducted at the end of Year 1 for an Administrator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Administrative Leadership Practice, or both.
- N) Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator Plan. A goal may pertain to any or all of the following: Administrator practice in relation to Performance Standards, Administrator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Administrators, by the Evaluator, or by teams, departments, or groups of Administrators who have the same role.
- O) Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.
- P) Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- Q) New Administrator: An administrator who has not completed three years in the position in the district.
- R) Observation: A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Administrator. The parties agree to bargain the protocols of video observations should either party wish to adopt

such practice. School or worksite observations conducted pursuant to this article must result in feedback to the Administrator. Normal supervisory responsibilities of evaluators will also cause them to drop in on other activities in the school or worksite at various times as deemed necessary by the evaluator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Administrator, are not observations as defined in this Article.

- S) Parties: The parties to this agreement are the local school committee and the employee organization that represents the Administrators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").
- T) Performance Rating: Describes the Administrator's performance on each performance standard and overall. There shall be four performance ratings:
 - Exemplary: the Administrator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Administrator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Administrator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Administrator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Administrator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- U) Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.04.
- V) Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- W) Rating of Administrator Impact on Student Learning: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Administrator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by May 2013.

X) Rating of Overall Administrator Performance: The Administrator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Administrator's performance against the four Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Instructional Leadership
- ii) Standard 2: Management and Operations
- iii) Standard 3: Family and Community Engagement
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s).

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

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

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

Z) Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Administrator's performance against Performance Standards and the Administrator's attainment of goals set forth in the Educator Plan.

AA) Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

BB) Trends in student learning: At least two years of data from the district-determined measures and state assessments used in determining the Administrator's rating on impact on student learning as high, moderate or low.

3) Evidence Used In Evaluation

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

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

- iv) Student and Staff Feedback – see # 23-24, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Administrator. Other relevant evidence could include information provided by other administrators, principals and/or the superintendent.

4) Rubric

The rubrics are a scoring tool used for the Administrator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) Evaluation Cycle: Training

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

6) Evaluation Cycle: Annual Orientation

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

7) Evaluation Cycle: Self-Assessment

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Administrator completing and submitting to the Primary or Supervising Evaluator a self-assessment by September 10th or within two weeks of the start of their employment at the school.
- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Administrator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of Effective Leadership practice and any relevant Standards of Effective Teaching Practice, using the district's rubric(s).
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Administrator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

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

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

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

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

- A) Every Administrator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Administrator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Administrators, by the Evaluator, or by teams of Administrators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Administrator has proposed in the Self-Assessment, using evidence of Administrator performance and impact on student learning, growth and achievement based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator. The process for determining the Administrator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
 - i) Administrators meet with the Evaluator at the end of the previous evaluation cycle or by September 15th of the next academic year to develop their Educator Plan. Administrators working on an extended year schedule may meet during the summer hiatus.
 - ii) For those Administrators new to the school or district, the meeting with the Evaluator to establish the Educator Plan must occur by September 15th or within three weeks of the start of their assignment in that school
 - iii) The Evaluator shall meet individually with Experienced Administrators with ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared team goals.
- D) The Evaluator completes the Educator Plan by October 1st. The Administrator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Administrator's signature indicates that the Administrator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator Plan.

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

11) Observations

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

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

- A) Unannounced Observations
- i) Unannounced observations may be in the form of a school site or work site visitation or any other means deemed useful by the Evaluator. Visitations may include, but are not limited to: staff meetings, team meetings, classroom visits with supervising evaluator, walkabouts within the school or department, or individual conferences with students or parents.
 - ii) The Administrator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Administrator in person, by email, placed in the Administrator's mailbox or mailed to the Administrator's home.

- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of a similar administrative activity within 30 school days.

B) Announced Observations

- i) All Experienced Administrators on Improvement Plans and other Administrators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the activity to be observed and discuss with the Administrator any specific goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Administrator, the Evaluator and Administrator shall meet for a pre-observation conference. In lieu of a meeting, the Administrator may inform the Evaluator in writing of the nature of the activity, the purpose served, the desired outcome, and any other information that will assist the Evaluator to assess performance
 - (1st) The Administrator shall provide the Evaluator a draft of the activity plan or agenda. If the actual plan or agenda is different, the Administrator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Administrator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Administrator as soon as reasonably practical.
 - (c) Within 5 school days of the observation, the Evaluator and Administrator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Administrator, but shall be rescheduled within 24 hours if possible.
 - (d) The Evaluator shall provide the Administrator with written feedback within 5 school days of the post-observation conference. For any standard where the Administrator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Administrator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Administrator may use in his/her improvement.

- (4th) State that the Administrator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Administrators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms and administrative worksites. Evaluators are expected to give targeted constructive feedback to Administrators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Administrative Leadership Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Administrator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Administrator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Administrator, the Administrator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Administrator may provide to the evaluator additional evidence of the Administrator's performances against the four Performance Standards.
- 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) A Two-year Self-Directed Growth Plan is for those Experienced Administrators who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for Experienced Administrators who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low.
 - i) For Administrators whose impact on student learning is low, the Evaluator and Administrator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) Educator Plans: Directed Growth Plan

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

19) Educator Plans: Improvement Plan

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

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

- C) The Evaluator must complete a summative evaluation for the Administrator at the end of the period determined by the Evaluator for the Plan.
- D) An Administrator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Administrator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Administrator must take to improve and the assistance to be provided to the Administrator by the district.
- F) The Improvement Plan process shall include:
 - i) Within ten school days of notification to the Administrator that the Administrator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Administrator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Administrator.
 - ii) The Administrator may request that a representative of the Employee Organization/Association attend the meeting(s).
 - iii) If the Administrator consents, the Employee Organization/Association will be informed that an Administrator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Administrator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Administrator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Administrator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Administrator and Supervising Evaluator.

- H) A copy of the signed Plan shall be provided to the Administrator. The Administrator's signature indicates that the Administrator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Administrator's status at the conclusion of the Improvement Plan.
 - i) All determinations below must be made no later than June 15th. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Administrator has improved his/her practice to the level of proficiency, the Administrator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is making substantial progress toward proficiency, the Evaluator shall place the Administrator on a Directed Growth Plan.
 - (c) In those cases where the Administrator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.
 - (d) If the Evaluator determines that the Administrator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.

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

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

A) Experienced Administrators on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 15 of Year 1
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Administrator signs Summative Evaluation Report	June 15 of Year 2

B) Educator Administrators on Plans of Less than One Year

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

21. Career Advancement

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

22. Rating Impact on Student Learning Growth

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

23. Using Student feedback in Administrator Evaluation

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

24. Using Staff feedback in Administrator Evaluation

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

25. Transition from Existing Evaluation System

- A) The parties shall agree on a process for identifying the Educator Plan that each Administrator will be placed on during the Administrator's first year being evaluated under the new procedures, providing that Administrators who have

received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.

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

26. General Provisions

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

Available June 18, 2012