

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE MARLBOROUGH SCHOOL COMMITTEE**

**AND**

**THE MARLBOROUGH SCHOOL ADMINISTRATORS ASSOCIATION**

**July 1, 2018 – June 30, 2021**

City Clerk  
 Contractor  
 Legal  
 Department  
 Auditor

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## ARTICLE I

### RECOGNITION

1. The Committee recognizes the Association as the exclusive representative for employees holding the positions of Elementary School Assistant Principal, Middle School Assistant Principal, High School Assistant Principal, Assistant Director of Special Education, Director of the Alternative High School, Director of Early Childhood Center, Director of Athletics, Director of English Learners, Assistant Director of English Learners, Supervisor of Counseling Services, Supervisor of Health Services, Supervisor of Humanities, Supervisor of Mathematics, Supervisor of Music, Supervisor of Science/Engineering, Supervisor of Visual Arts, Supervisor of Wellness, and Educational Team Leaders, but excluding all other employees of the Committee, for the purposes of bargaining with respect to wages, hours and other conditions of employment. Members of the bargaining unit covered by this Agreement shall hereafter be identified as "Administrators" unless a contrary intent is specifically set forth.
2. In the event that any other currently-existing or newly-created administrative positions should be added to the administrative bargaining unit, the parties shall meet to negotiate the salary schedule and other applicable terms and conditions of employment for any such positions.

## ARTICLE II

### COMMITTEE RIGHTS

1. The Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from the powers and responsibilities of the Committee under statutes of the Commonwealth or the rules and regulations of agencies of the Commonwealth.
  - A. Further, the Association and the Committee agree to be bound by the existing rules and regulations of the Committee except as the rules and regulations are changed by this Agreement.
  - B. As to every matter not covered by this Agreement, the Committee retains the powers and duties that it has by law and may exercise the same without such exercise being made the subject of an arbitration proceeding hereunder.
2. The Association, for the duration of this Agreement, agrees not to engage in, induce or encourage any strike, work stoppage, slow down or withholding of services.
3. The School Committee, for the duration of this Agreement, shall not suspend the services of the members of the Association as a result of a strike, work stoppage, slow down and/or withholding of services by other groups or associations.

## ARTICLE III

### GRIEVANCE PROCEDURE

1. **Definition:** For the purposes 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 alleged inequitable or discriminatory treatment of an Administrator under the provisions of this Agreement.
2. **Procedure:** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
  - A. **Level One** - An employee covered by this Agreement who has a grievance shall discuss it with the Superintendent, either personally or through an appropriate representative within ten (10) working days from the date on which the incident giving rise to the grievance has occurred or when the employee has knowledge of such incident.
  - B. **Level Two** - If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance, said grievant and/or the Association may appeal to the School Committee. The appeal shall be made within ten (10) working days from the last day of the Superintendent's response period. 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) working days after receipt of the written grievance the School Committee shall confer with the grievant. If the grievant is not represented by the Association, the School Committee shall advise the appropriate representative of the Association that an appeal has been made and the date and time of the conference. The School Committee, upon request from the appropriate representative of the Association, will make available the written appeal. The appropriate representative may be present at the conference to state the views of the Association. For grievances involving the discipline or dismissal of an Administrator, if the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within then (10) working days after presentation of the grievance, said grievant and/or the Association may appeal directly to arbitration at Step 3.

- C. **Level Three** - 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) working days thereafter, submit the grievance to arbitration as provided in this Agreement.
- D. **Arbitration** - The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not select an arbitrator within fifteen (15) calendar days from the day of submission to arbitration, either party may submit the grievance to the American

Arbitration Association for the selection of an arbitrator in accordance with its Voluntary Labor Arbitration Rules.

a. The arbitrator shall be bound by the written submission of the grievance by the parties. His/her decision shall not extend beyond the issues presented by the submission or submissions, nor alter, amend or modify the provisions of this Agreement. Further, the arbitrator shall render his/her decision within thirty (30) calendar days from the date of the completion of the hearing which decision shall be final and binding on both parties to this Agreement. Both parties shall share equally the expenses of such arbitration.

E. **Grievance Procedure** – Disputes arising out of the dismissal, demotion or suspension of an Administrator shall, at the option of the disciplined Administrator, be subject to either the contractual grievance procedure or to the statutory arbitration procedure that is set forth in Sections 41 and 42 of Chapter 71 of the Massachusetts General Laws. In the event that the disciplined Administrator elects the contractual grievance procedure in any such case, Level Two shall be waived and the grievance shall be submitted directly to arbitration at Level Three within fifteen (15) working days after the presentation of the grievance at Level One.

## ARTICLE IV

### TEMPORARY LEAVES OF ABSENCE WITH PAY

1. Temporary leaves of absence with pay are in addition to sick leave days and may not be subtracted from accumulated sick leave.
2. **Personal Leave:** Members of the bargaining unit covered by this Agreement shall be allowed three (3) personal days with pay, not to be deducted from accumulated sick leave, to attend to personal, legal, business or household matters that cannot be conducted during work hours. Such personal days shall be granted according to the following guidelines:
  - A. Written notice must be presented to the Office of the Superintendent three (3) days prior to the date the personal day is to be taken.
  - B. Personal days shall require no explanation. The members of the bargaining unit shall, however, state in writing that the leave is to be taken for important personal business not of a recreational nature, and that such business cannot be conducted on a non-duty day.
  - C. In emergency situations, written request for a personal day may be submitted after the fact, but said request must be consistent with the provisions of paragraph B above. Members of the bargaining unit will assume the responsibility of notifying the proper authority at the earliest possible time of the absence.
  - D. Personal days shall not be taken to extend a vacation or holiday.
  - E. Any personal leave days that are not used by an Administrator during any given contract year shall be added to his/her accumulated sick leave days.



3. **Other Leave:**

- A. Members of the bargaining unit covered by this Agreement will be entitled to the following leaves of absence with pay each school year during the term of this Agreement.
- B. Administrators may be granted leave during the term of this Agreement for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- C. No more than two (2) Association representatives will be granted the time necessary to attend the annual meeting held by its parent organization.
- D. Members of the bargaining unit covered by this Agreement shall be granted the time necessary for appearance in court, if such appearance is made necessary by a subpoena. This provision shall only be applicable to work-related matters.
- E. In the event a court appearance for a work-related matter is scheduled during a school recess or a day school is not in session, the employee will make every effort to reschedule said court appearance for a regularly scheduled work day. In the event that it is not possible to reschedule said court appearance, the bargaining unit member will receive a compensatory day off to be scheduled at a mutually agreeable time with the Superintendent or his/her designee. An employee is responsible for notifying Human Resources within 48 hours of when they receive a subpoena related to Marlborough Public Schools business or students.

4. **Bereavement Leave:**

A. Five (5) days, if necessary, shall be allowed for parents (or others who have fulfilled the functions of parents), brother, sister, husband, wife, significant other/domestic partner, or child. For other relatives, the leave would be restricted to three (3) days unless they reside in the household of the Administrator, in which case five (5) days would be granted.

Bereavement leave is defined as consecutive business days immediately following the death not to be carried over a school recess period. During the December, February and April school recesses periods, the leave shall begin immediately upon the death. In extenuating circumstances, additional time may be requested and may be granted at the discretion of the Superintendent.

B. In addition, in any one year, one (1) day of absence for a funeral may be granted. In this connection, a funeral shall be interpreted to mean attendance at the funeral of a relative or friend where the bond is so strong that attendance constitutes a moral obligation.

ARTICLE V

SICK LEAVE

1. All new members of the bargaining unit shall earn 1 ½ days per month during their first year of employment. All other members of the bargaining unit shall be credited with 16 ½ days each succeeding July 1st.
2. Total amount of accumulated unused sick leave shall not exceed 100% of the individual's working days. If, upon July 1, an individual's maximum exists prior

to crediting new days, new sick leave days for that year will be held in escrow. On June 1 of each year of the Agreement, the maximum will be adjusted again, and unused escrow days will be credited to the Sick Leave Bank account. If an individual's accumulated days are below maximum prior to crediting new days, the number needed will be credited toward the maximum. If there are remaining days after crediting, they will be held in escrow, and, at the close of the work year, June 1, the maximum will be adjusted again, and unused escrow days will be credited to the Sick Leave Bank account.

3. Accumulated unused sick leave earned by members of the bargaining unit shall be retained during the term of this Agreement. Any Administrator who has 145 days of accumulated sick leave may return a maximum of five (5) of those days to the school system at the end of the school year in return for compensation of \$125 for each day so returned. Effective July 1, 2019, the threshold for eligibility shall be reduced to 140 days of accumulated sick leave and as of July 1, 2020, the threshold shall be reduced to 135 days. Notification of intent to exercise the option must be given to the Superintendent in writing not later than December 31 annually and the payment shall be made on or about the next following July 1 provided that the Administrator completes the school year; however, in the event of an Administrator's death before the end of the school year, the redemption amount shall be paid to his/her next of kin, or if there is no next of kin, to the estate of the deceased Administrator.

4. An Administrator shall have the right to use his/her accumulated sick leave days in case of serious illness in his/her immediate family requiring the Administrator's attention.
5. Applications for the aforementioned leave days shall be made as far in advance as possible to the Superintendent unless an emergency condition exists.
6. **Sick Leave Bank**
  - A. A Sick Leave Bank will be maintained for utilization by qualified members of the Administrative Bargaining Unit whose sick leave accumulation has been exhausted through illness or accident and who require additional sick leave to make full recovery from an illness or accident.
  - B.
    1. The Sick Leave Bank shall be governed by a Sick Leave Bank Committee consisting of three (3) members designated by the Association, the Superintendent of Schools and two (2) members designated by the Committee. All decisions of the Sick Leave Bank Committee will be final and binding. In the event of a tie vote, any decision rendered by the Sick Leave Bank Committee will be in favor of the member.
    2. Initial eligibility decisions of the Sick Leave Bank Committee shall be made within fifteen (15) school days following receipt of a member's application to access the Sick Leave Bank. All other decisions of the Sick Leave Bank Committee shall be made within fifteen (15) school days of the date upon which the Sick Leave

Bank Committee has been presented with a request to take a particular action. Meetings of the Sick Leave Bank Committee will be held after school during the Superintendent's office hours.

- C. 1. A member's application to access the Sick Leave Bank shall be made, in writing, to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for the days and the anticipated extent of extended recovery time for illness. The Sick Leave Bank Committee reserves the right to request the member to provide additional information to clarify his/her request. The doctor's certificate of illness must be renewed each calendar month.
2. In administering the Sick Leave Bank and determining the amount of leave to which a member may be entitled pursuant to a written application to access the Bank, the following criteria shall be applied by the Sick Leave Bank Committee:
- a. medical evidence of serious extended illness;
  - b. prior utilization of eligible sick leave; and
  - c. other factors as a majority of the Sick Leave Bank Committee may deem appropriate.
3. No days may be withdrawn from the Sick Leave Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay home to care for

other members of the family nor may these days be used for a complication-free pregnancy.

- D. In order to qualify for membership in the Sick Leave Bank, a member of the Administrative Bargaining Unit must have a threshold figure of thirty (30) days of accumulated sick leave and must donate one (1) day to the Bank. July 1<sup>st</sup> of each year is the deadline for the accumulation of the threshold figure.
- E. In the event that the Sick Leave Bank has accumulated more than one thousand (1,000) days, only new members will be required to donate to the Bank in order to become a qualified member. However, when the number of acquired days in the Bank drops below one thousand (1,000), all of the members of the Bank must donate a minimum of one (1) day per year to replenish the Bank. Any member of the Administrative Bargaining Unit may voluntarily authorize a specific number of days, in addition to the one (1) day that all members will be assessed because the number dropped below one thousand (1,000), to be deducted from his/her own total accumulation of sick days added to the Bank. This authorization must be made in writing to the Superintendent of Schools, stating the number of additional days he/she wishes to donate to the Bank and must be made after July 1 and prior to October 15 of the school year in which the additional deduction is to be made. In addition, it is expressly recognized by the parties that the Sick Leave Bank shall continue to be replenished using the additional method that is described in Section 2 of Article V –

namely, if, upon August 1, an individual's maximum exists prior to crediting new days, new sick leave days for that year will be held in escrow. On June 1 of each year of the Agreement, the maximum will be adjusted again, and unused escrow days will be credited to the Sick Leave Bank account. If an individual's accumulated days are below maximum prior to crediting new days, the number needed will be credited toward the maximum. If there are remaining days after crediting, they will be held in escrow, and, at the close of the work year, June 30, the maximum will be adjusted again, and unused escrow days will be credited to the Sick Leave Bank Account.

- F. Applications for benefits may be made prior to the member's exhaustion of his/her own personal sick leave to expedite the member's access to the Bank, but drawing upon the Bank will not actually commence until after the member's own sick leave days have been exhausted and adequate medical notification has been provided.
- G. A member's access to the Sick Leave Bank for a particular medical condition shall be limited to the length of the member's contractual work year as set forth in Article XVIII. Nothing in this Section shall limit a member's access to the Sick Leave Bank provided that he/she meets the criteria for Sick Leave Bank access that are set forth in Sections C and D of this Article.

- H. Recipients of Sick Leave Bank benefits shall be entitled to the accumulation of individual sick leave in accordance with the provisions of this Agreement and on the same basis of other members.
  - I. The unused days in the Sick Leave Bank shall be carried over from the current Agreement to any successor Agreement.
  - J. By September 1 of each year, the Association shall receive a report stating the number of days that were in the Sick Leave Bank as of August 1 immediately preceding.
7. In the event of movement of an individual covered by this Agreement within the bargaining unit described in Article I, or out of said unit, no accumulated sick leave days will be lost.

## ARTICLE VI

### SABBATICAL LEAVE

- 1. Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted for study to a member of the Administrative staff by the Committee subject to the following conditions:
  - A. Requests for sabbatical leave shall be presented informally to the Superintendent of Schools by November 1 preceding the school year in which the sabbatical leave shall be taken. Official requests for such leave shall be submitted in writing by December 1 of the school year preceding the school year for which the sabbatical leave is requested.



- B. The Administrator has completed at least seven (7) consecutive full school years of service in the Marlborough School System.
- C. Administrators on sabbatical leave will be paid at 50% of their regular salary rate provided that such pay, when added to any program grant, will not exceed the regular salary rate.
- D. The Administrator will agree to return to employment in the Marlborough School System for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.
- E. If any member of the bargaining unit fails to comply with Section 4, then said member shall reimburse the City for all monies received during the sabbatical leave.

## ARTICLE VII

### PERSONAL INJURY BENEFITS

1. Whenever a member of the bargaining unit covered by this Agreement is absent as a result of a personal injury caused by an accident or assault occurring in the course of his/her employment, he/she will be reimbursed to the extent of 90% of his/her salary with no reduction of his/her sick leave accumulation.
2. This provision shall be applicable on the third day of absence and extend to and not beyond the 120th consecutive day of such absence. In no case shall a member of the bargaining unit be entitled to the foregoing benefits unless he/she shall, in or within five (5) working days following the occurrence of such injury, furnish written medical evidence to the Superintendent or his/her designee.

## ARTICLE VIII

### INSURANCE AND ANNUITY PLAN

1. Eligible employees shall be given the opportunity to participate in the group medical, dental, and life insurance programs offered by the City. Nothing contained herein shall limit the City's right to implement a change in group insurance benefits under the provisions of M.G.L. c. 32B, sections 21-23.
2. Eligible employees shall be given the opportunity to subscribe to a \$2,000.00 life insurance plan with the City paying one hundred percent (100%) of the premium cost.
3. Administrators will be eligible to participate in a "tax sheltered" annuity plan established pursuant to M.G.L. c. 71, s.37B.
3. Eligible employees shall be given the opportunity to participate in the Flexible Spending Plan for eligible health and dependent care expenses as offered by the City.

## ARTICLE IX

### NO DISCRIMINATION CLAUSE

1. There shall be no discrimination against any employee covered by this Agreement by either the Association or the Committee because of age, race, creed, color, religious creed, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), national origin, sex, gender identity, marital status, genetic information, or ancestry.

## ARTICLE X

### VACANCIES AND PROMOTIONS

1. Whenever any vacancy in a professional position occurs, it will be adequately publicized by the Superintendent by means of a written notice to each member of the bargaining unit, as far in advance of the filling of the vacancy as possible. Such notice may be provided by District email. The qualifications for the position, the duties of the position and the rate of compensation, if determined, will be set forth in any notice.
2. All qualified Administrators will be given adequate opportunity to make application for such positions, and the Superintendent agrees to give consideration to the professional background and attainments of all applicants, the length of time each has been in the School System and such other relevant factors as determined by the Superintendent in filling such vacancies. Preference should be given to qualified Administrators already employed by the Committee, and each Administrative applicant not selected will, upon request, receive an explanation from the Superintendent or his/her designee.

## ARTICLE XI

### ADMINISTRATORS RIGHTS

1. Administrators have the right, upon request, to review the contents of their personnel file. An Administrator will be entitled to have a representative of the Association accompany him/her during such review.

- A. No material derogatory to an Administrator's conduct, service, character or personality will be placed in his/her personnel file unless the Administrator has had an opportunity to review the material. The Administrator will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Administrator will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
2. Any complaints about an Administrator, of which the Superintendent takes official cognizance, should be brought to the attention of the Administrator.
3. If an Administrator is to be formally disciplined or reprimanded by the Superintendent, he/she will be entitled to have a representative of the Association present. In all cases the disciplining or reprimanding will be done in private.
4. A. An Administrator shall be considered a probationary and at-will employee until he/she has worked ninety (90) calendar days from the start of the school year, or if the Administrator commenced work after the start of the school year, then ninety (90) calendar days from the date of hire. During such time period, the administrator shall not be entitled to the protections contained within this Section and may be separated from employment without recourse or appeal.

- B. During the first three (3) complete contract years of employment, an Administrator shall be subject to annual renewal of employment. Notice of non-renewal will be provided no later than May 31.
- C. No Administrator with at least three (3) complete and consecutive years of service in his/her administrative classification will be disciplined, reprimanded, reduced in rank or compensation or discharged without just cause. For purposes of this Section, the term "year of service" refers to the period commencing July 1 and ending June 30. However, in the event an Administrator's initial date of hire is after July 1, the parties agree that a complete year of service during the first of the three (3) complete and consecutive years of service shall mean service for at least ten (10) out of twelve (12) months.

## ARTICLE XII

### EXTENDED LEAVES OF ABSENCE

1. A leave of absence, without pay, of up to two (2) years will be granted to one Administrator per school year for the purpose of joining the Peace Corps, or to serve as an Administrator in an exchange program approved by the Superintendent, and, provided further, said Administrator is a full time participant in either of the aforementioned programs. Upon return from such leave, an Administrator will be considered as if he/she were actually employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent on said leave.

- A. It is further agreed between the parties to this Agreement that, if an Administrator who takes a leave of absence pursuant to this Section does not return at the end of two (2) years, said Administrator will be presumed to have resigned from the Marlborough School System.
  - B. No leave taken under this Section shall commence during the course of the school year and no Administrator shall return from said leave during the course of the school year.
  - C. An Administrator taking a leave under this Section shall give notice to the Superintendent of Schools of his/her intention to take such leave prior to April 1 of the school year prior to the commencement of said leave and an Administrator on leave pursuant to this Section shall notify the Superintendent of his/her intention to return no later than April 1 of the school year next preceding his/her return.
  - D. These provisions may be waived by the Superintendent of Schools.
2. Military leave, without pay, will be granted to any Administrator upon said Administrator's initial induction or enlistment to satisfy his/her military obligation in any branch of the armed forces of the United States. Upon return from such leave, said Administrator will be placed on the level which he/she would have achieved had he/she remained actively employed in the System during the period of his/her absence, up to a maximum of three (3) years.
3. A. Parenting Leave
- Parenting leave to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as

described in and as defined by M.G.L. Chapter 149, Section 105D (the Massachusetts Parental Leave Act), may be granted to a unit member for a period of eight (8) weeks if she/he has been employed for three (3) consecutive months and gives two (2) weeks' notice prior to her/his departure date. Those members who are also eligible for leave under the Family Medical Leave Act ("FMLA") may be granted up to a combined total of twelve (12) weeks leave.

A member taking leave under this provision who has accrued sick leave benefits under Article V of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider.

For leave taken under the Massachusetts Parental Leave Act, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or placement of the same child. If two employees take parental leave under the FMLA, then the leave is restricted to twelve (12) weeks in the aggregate.

B. Child Rearing Leave

A member on Parenting Leave may request to extend such leave which extended leave shall then be referred to as Child-Rearing Leave. Such leave shall be without pay. Such leave shall not extend beyond the first day of school for teachers next following the child's first birthday;

provided, however, that notice is given to the Superintendent by the preceding April 1 of her/his intention to return.

A member who adopts a child may have the benefit of the previous paragraph provided, however, the leave shall not extend beyond the first day of school for teachers next following the first anniversary of the said adoption.

4. A leave of absence without pay or increment of up to one (1) year will be granted to an Administrator whose presence is required to care for a sick member of the Administrator's immediate family (child, spouse, or parent). Additional leave may be granted at the discretion of the Committee.
5. The Committee will grant a leave of absence without pay or increment to any Administrator to serve in an elective public office for no more than six (6) years.
6. After five (5) years of continuous employment in the Marlborough School System, an Administrator may be granted a leave of absence without pay for up to one (1) year for health reasons. Requests for such leave shall be supported by appropriate medical evidence.
7. Other leaves of absence without pay or increment may be granted by the Committee.
8. All benefits to which an Administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be returned to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if still in existence, or, if not, to a substantially equivalent position, if available.



9. All requests for extensions or renewals of leaves will be applied for and, if granted, will be in writing.
10. Consecutive leaves taken under Article XII, Sections 3.B, 4, 6 and 7 shall not exceed two (2) full calendar years.

### ARTICLE XIII

#### GENERAL

1. In the event it becomes necessary for a permanent transfer in assignments, the affected member or members of the bargaining unit shall be notified by the Superintendent at least fifteen (15) calendar days prior to the effective date of said transfer. To the extent possible, all transfers in assignments shall be voluntary.
2. All Administrators may be allowed educational leave in order to visit other school systems to observe other educational programs and prospective teaching personnel.
3. The President of the Association will be provided with a copy of the agenda of the meetings of the Committee.
4. The Superintendent will provide an organizational chart delineating supervisory responsibilities for all members of the Association.
5. Members covered by this Agreement shall be reimbursed for expenses incurred in travel, registration and lodging when attendance at a conference is directed by the Superintendent. Members covered by the Agreement may be reimbursed for expenses for other conferences or meetings only with the prior approval of the Superintendent.

6. Administrators will be reimbursed for travel at the same rate as City employees upon the submission of an expense voucher.
7. All members of this bargaining unit will immediately report to the Superintendent cases of tort suffered by them in connection with their employment.
8. The Committee agrees that during negotiations they will submit to the Association relevant data regarding the negotiations upon receiving a written request from the Association.
9. The Committee agrees to pay professional dues in the following manner:
  - A. One state and one national organization per year for each member.
  - B. In the event that an administrator wishes to substitute an alternate organization for any such state or national association or organization, the Superintendent, in the sole exercise of her/his discretion, may permit the substitution.

#### ARTICLE XIV

##### PROFESSIONAL GROWTH

1. The School District will reimburse Administrators up to \$650.00 per course with a cap on aggregate District-wide reimbursement of \$70,000 per year. However, such course must be directly related to the Administrator's work and approved by the Superintendent or her/his designee and with the provision that the Administrator shall attain a final grade of B or better in the course to be entitled to reimbursement.

The money budgeted for course reimbursements shall be divided equally into the two halves of the fiscal year. All money remaining after the first half of the year shall be added to the second half of the year. At the end of the fiscal year, and in the event that there is money remaining from the total amount budgeted for tuition reimbursement, those Administrators not fully reimbursed during the first half of the fiscal year will be further reimbursed.

2. All administrators will participate in such in-service activities provided by the Committee each contract year and shall be afforded PDPs. A minimum of twenty-five (25) hours of in-service activities will be offered each contract year.
3. Credits achieved beyond the Master's Degree shall be compensated in the following amounts:

PROFESSIONAL GROWTH SCHEDULE

<b>CREDITS</b>	<b>7/1/18</b>
M+15	\$3,564
M+30	\$5,400
M+45	\$7,124
M+60 or CAGS in Educational Leadership or A Second Masters in Educational Leadership	\$8,900
Doctorate	\$10,750

- A. All members employed as of July 1, 1997 may secure credit lanes M +15, +30, +45, +60, and Doctorate.

- B. Any member hired after July 1, 1997 will only have access to M +30, +60, and Doctorate.
4. Administrators who are to be granted the compensation set forth in Section 3 above must submit all courses taken subsequent to being awarded the Master's Degree to the Superintendent for her/his approval on or before June 15 of each contract year. The Superintendent may, in the sole exercise of her/his discretion, grant approval for courses other than graduate courses.
- A. But in the event that Administrators have already been compensated based on their courses taken after being awarded the Master's Degree, they need not submit such courses; however, in order to receive additional compensation, courses taken subsequently must be submitted to the Superintendent for her/his consideration.
5. All courses taken for compensatory credit must be approved in advance by the Superintendent.

## ARTICLE XV

### WORKING CONDITIONS

1. Subject to the provisions of this Agreement, the Committee agrees that the hours and other working conditions of employment applicable prior to the effective date of this Agreement affecting the employees covered by this Agreement shall continue to be so applicable.

## ARTICLE XVI

### SEPARABILITY AND SAVINGS

1. If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby. In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of the invalidity or restraint.

## ARTICLE XVII

### SICK LEAVE BUY BACK

1. When any Administrator who was employed as an Administrator for four (4) full contract years (August 1 to July 31 or as of 2016, July 1 to June 30) in the administrative bargaining unit resigns or retires and gives less than twelve (12) months written notice of his/her resignation or retirement to the Superintendent, he/she may apply for and shall receive in his/her last pay check an additional amount of money which represents twenty percent (20%) of his/her unused accumulated sick leave at the then existing per diem rate of his/her base pay.

2. When any Administrator who was employed as an Administrator for three (3) full contract years (August 1, to July 31 or as of 2016, July 1 to June 30) resigns or retires after giving at least twelve (12) months written notice of his/her resignation or retirement to the Superintendent, he/she may apply for and shall receive in his/her last pay check an additional amount of money which represents forty percent (40%) of his/her unused, accumulated sick leave at the then existing per diem of his/her base pay.
3. In the event an Administrator who is eligible for the forty percent (40%) sick leave redemption amount specified in Section 2 dies while still actively employed, the forty percent (40%) redemption amount due to the Administrator under the provisions of this Section shall be paid to the Administrator's designated beneficiary, as set forth on the Sick Leave Buy Back Beneficiary Form (hereinafter "the Form") completed by the Administrator and on file with the Human Resources Office regardless of whether or not he/she had provided the advance written notice of his/her resignation or retirement that is specified therein. In the event that an eligible Administrator does not have a completed Form on file with the Human Resources Office, then the redemption benefits will be paid to the Administrator's estate, through the personal representative designated by the Probate Court. A copy of the agreed upon Sick Leave Buy Back Beneficiary Form is attached to this Agreement as Appendix C.
4. Administrators who are eligible to redeem their accumulated sick leave days because of their resignation, retirement or a reduction in force shall have the option of either receiving the full amount due at the time of their retirement, resignation or reduction

in force or of dividing said amount into two equal portions with the payment of the first portion being made at the time of the Administrator's retirement, resignation or reduction in force and with the second portion thereof being paid between January 1 and January 15 of the following calendar year.

5. Administrators who begin their employment in the Marlborough Public Schools effective after August 31, 2013 will not be eligible for Sick Leave Buyback set forth in this Article.

## ARTICLE XVIII

### WORK YEAR

1. The work year for all Administrators shall commence July 1 and end June 30 and the number of work days shall be as follows:

- A. The work year of the High School Assistant Principals, the Middle School Assistant Principal, the Director of the Alternative High School, the Director of the Early Childhood Center, the Athletic Director, the Director of English Learners, the Assistant Director of English Learners, the Assistant Director of Special Education, the Supervisor of Counseling Services, Supervisor of Health Services, Supervisor of Humanities, Supervisor of Mathematics, Supervisor of Science/Engineering shall consist of two hundred and eighteen (218) working days.
- B. The Elementary School Assistant Principal, Supervisor of Music, Supervisor of Visual Arts, Supervisor of Wellness, and Educational Team

Leader's work year shall consist of two hundred and eight (208) working days.

2. All absences must be reported through the electronic absence reporting system.
3. By March 1 of each year, an Administrator shall furnish his/her immediate supervisor with a working schedule for the months of July and August. Said schedule shall be subject to the approval of the Superintendent or his/her designee. If the Superintendent schedules professional development for the month of August, such professional development will be scheduled during the two (2) weeks prior to the start of the school year.
4. An Administrator who is required and authorized by his/her Supervisor to work beyond his/her regular work year and duties shall be compensated at his/her per diem rate.
5. Administrators shall work the 184 days of the school calendar as well as the five days before school opens and the five days after school closes. Absence from work while school is in session other than sick days, personal days and professional leave must be approved by the Superintendent.

## ARTICLE XIX

### DUES DEDUCTION

1. The Committee agrees to deduct from the salaries of its Administrators dues for the Marlborough School Administrators Association if said Administrators individually and voluntarily authorize the Committee to deduct, and to transmit the monies



promptly to the Marlborough School Administrators Association. Administrators' authorizations will be in writing in the form set forth as follows:

DUES AUTHORIZATION CARD

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

- A. I hereby request and authorize the Marlborough School Committee to deduct from my earnings and transmit to the Treasurer of the Marlborough School Administrators Association the amount indicated in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue any deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability therefor.
2. Deductions referred to in Section 1 will be made in equal installments. The Committee will not be required to honor any deduction or authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
3. No later than September of each year, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to deduct dues. The Association will notify the Committee monthly of any changes in said list. Any Administrator desiring to have the Committee discontinue deductions

he/she has previously authorized must notify the Committee and the Association in writing by September 15 of each year for that year's dues.

## ARTICLE XX

### SALARIES

1. The salary schedules that are to become effective during the term of this Agreement are set forth in Appendix A which is attached hereto.
2.
  - A. Those Administrators hired prior to January 1, 2016 are eligible for advancement to Step 5 of the Salary Schedule.
  - B. In order to be eligible for Step 5, an Administrator must have twenty (20) years of consecutive employment in either a teaching and/or administrative capacity in the Marlborough Public Schools, five (5) of which must be as an Administrator. For the purposes of this Article, consecutive service shall not be broken by time spent on unpaid leaves of absence but such time shall not count toward the above-described years of service requirement.
3.
  - A. Those Administrators hired by the District on or after January 1, 2016 shall be eligible for step advancement on July 1 based upon the following schedule:

Step 1:	Date of Hire through Year 4
Step 2:	Years 5 – 9
Step 3:	Years 10 – 14
Step 4:	Year 15 +

- B. Administrators hired by the District on or after January 1, 2016 are not eligible for advancement into Step 5 of the Salary Schedule.
  - C. The Superintendent may exercise his/her discretion to place Administrators with previous Administrative experience who are hired by the District on or after January 1, 2016 above step 1 on the Salary Schedule. Any such Administrators who are so placed shall thereafter advance on the Salary Schedule in accordance with this Section C (e.g. an Administrator who is initially placed at Step 2 shall advance to Step 3 at the start of his/her 10<sup>th</sup> year of Administrative service in the Marlborough Public Schools).
4. Any member of the Administrative Bargaining Unit who is designated by the Superintendent to serve as an Administrative Mentor shall receive an Administrative Mentoring Stipend in the amount of \$1,200.00 per year. It is the intent of the School Committee and the Administrators Association that this stipend shall be included as regular compensation under Chapter 32, Section 1 of the General Laws and for the purpose of computing an Administrator's per diem pay for all purposes under the collective bargaining agreement. To that end, the parties hereto recognize that the additional services performed by an Administrative Mentor meet the requirements of the applicable regulations of the Massachusetts Teachers Retirement System (807 CMR 6.02(1)(b)) since (1) the additional services are set forth in this contract; (2) the additional services are educational in nature; (3) the remuneration for these services is provided in this contract; and (4) the additional services are performed during the school year.

5. All Administrators shall utilize direct deposit. Verification of payment during the summer months shall be mailed to the Administrators.

ARTICLE XXI

LONGEVITY

1. A. Administrators hired by the District prior to January 1, 2016 shall receive a longevity payment based on the August 1st salary schedule of base pay. This sum will be added to the salary and paid over the course of the year (26 paychecks).

4 through 9 years	-	2% of base pay
10 through 14 years	-	3% of base pay
15 through 19 years	-	4% of base pay
20 through 24 years	-	5% of base pay
25 or more years	-	6% of base pay

- B. Administrators hired by the District on or after January 1, 2016 shall receive longevity as set forth below. This sum will be determined as of August 1, for the 2015-2016 and 2016-2017 contract years and as of July 1 for the 2017-2018 contract year and shall be added to the annual salary and paid over the course of the contract year.

After 5 complete years of service	\$2,000.00
After 10 complete years of service	\$3,000.00

2. The first contract year for the purpose of computing the longevity entitlement of all members of the bargaining unit hired before January 1, 2016 shall be deemed to have been reached on the first July 31st following the commencement of each Administrator's employment in the bargaining unit provided that he/she began

his/her first year of employment as an Administrator on or before March 1 of that year. For any present or future member of the bargaining unit whose employment as an Administrator begins after March 1 and before July 31 of any year, the first contract year for the purpose of computing his/her longevity entitlement shall be deemed to have been reached on the second July 31st following the commencement of his/her employment as an Administrator.

3. The Committee and the Association will establish a seniority list at the beginning of this Agreement. For this purpose, seniority will be initially considered from the time an Administrator first held a position included in the Recognition clause of this Agreement.

## ARTICLE XXII

### RETIREMENT INCENTIVE PROGRAM

1. In order to be eligible for the Retirement Incentive Program provided under this Article, an Administrator must have between fifteen (15) and twenty-five (25) years of consecutive employment in either a teaching and/or administrative capacity in the Marlborough Public Schools as of the effective date of retirement, five (5) of which must be as an Administrator. For the purposes of this Article, consecutive service shall not be broken by time spent on unpaid leaves of absence but such time shall not count toward the above-described years of service requirement.

2. An Administrator must provide written notice of intent to retire from the School District by the November 1 of the year prior to the year in which retirement is to become effective. As of December 1, this notice shall become irrevocable.
3. A retiring Administrator meeting the qualifications as set forth in Sections A and B, shall receive an incentive bonus equal to the full difference between his/her final year's base salary and the Step 1 base salary for his/her administrative position for the final year of his/her employment. Effective August 31, 2015, the retirement incentive payment will be capped at fifty percent (50%) of the difference between the Administrator's final year's base salary and the Step 1 base salary for his/her administrative position in effect on August 31, 2015.
4. The Retirement Incentive shall be paid in two equal installments, the first on or about July 1 of the year of retirement and the second on or about July 1 of the following year.
5. In the event that any Administrator who has given such notice of intent to retire should die before his/her retirement date, the retiring Administrator's next of kin or, if there is none, his/her estate shall receive the Administrator's Retirement Incentive.
6. To be eligible for this incentive, the date of retirement must be at the end of the contract year. This requirement will not be applicable to Administrators who provide written notice of intent to retire by November 1, 2012 with a date of retirement through calendar year 2013 and will also not be applicable to Administrators who provide written notice of intent to retire by November 1, 2013 with a date of retirement through calendar year 2014.

## ARTICLE XXIII

### REDUCTION IN FORCE

1. If the School Committee decides to reduce the number of administrators in an administrative classification in which there are both administrators with professional status (at least three consecutive years in their administrative classification) and administrators without professional status (less than three consecutive years of service in their administrative classification), all administrators without professional status shall be reduced before any administrator with professional status is reduced from that classification.
2. If the School Committee decides to reduce the number of administrators in any administrative classification in which there are no administrators without professional status and two or more with professional status, a determination shall be made as to whether any of the administrators in that classification with professional status has received an unsatisfactory rating in both of his/her last two consecutive annual evaluations. If so, that administrator shall be the one to be reduced from the classification; if there is more than one such professional status administrator in that classification who has received an unsatisfactory rating in both of his/her last two consecutive annual evaluations, the least senior of such administrators shall be the one to be reduced. But if no professional status administrator in that classification has received an unsatisfactory rating in both of his/her last two consecutive annual evaluations, then the determination as to

which administrator should be reduced shall be based upon the relative seniority of the professional status administrators in that classification.

3. For the purposes of this article, seniority shall be computed based upon the length of continuous service (in years, months and days) in the particular administrative classification. Unpaid approved leaves of absence shall not be considered as breaks in an administrator's consecutive service in his/her classification, but only paid leaves of absence shall be counted for the purpose of computing seniority.
4. Any reduction of an administrator can take effect only as of the July 31 following notification of the reduction. Any such notification must be given by certified mail on or before the May 15 immediately preceding the effective date of the reduction.
5. An administrator who is reduced from his/her classification will not have the right to transfer into any other administrative classification unless there is a vacancy in another administrative classification of equal or lower pay rank for which he/she is qualified or unless there is an administrator in another administrative classification without professional status in that classification provided (1) that the reduced administrator has previously attained professional status in such classification and provided further, (2) that the reduced administrator has greater overall administrative seniority than the administrator without professional status. In addition, an administrator with prior employment in the District as a teacher with professional status who is reduced from his/her classification and for whom there is no other administrative classification for him/her to transfer into pursuant to the previous sentence shall have the right to be transferred into a vacant



teaching position in the teacher's unit or to displace a teacher who has not yet achieved professional status in an area or discipline for which such administrator is certified and qualified. The criteria for determining whether an administrator is qualified under this provision shall include indicators of job performance, including overall ratings resulting from evaluations conducted pursuant to Article XXIV and Appendix B of this Agreement, and the best interest of the students in the school or District.

6. An administrator who is reduced from the administrative unit and who is to be laid off from any professional position in the Marlborough Public Schools shall have the option of redeeming some or all of his/her unused accumulated sick leave and vacation leave days at their then current value. An administrator who is reduced from his/her classification and who exercises his/her right to fall back into the teaching unit must redeem all of his/her unused accumulated vacation leave days at their then current value; furthermore, any such reduced administrator who falls back into the teaching unit shall continue to be covered by his/her existing group health and life insurance coverage at the then current rate of contribution until his/her group health and life insurance coverage under the Marlborough Education Association's contract begins. Upon his/her subsequent recall to the administrative unit, or upon his subsequent appointment to some other administrative classification, any such reduced administrator who has exercised any of the foregoing redemption options shall have the further option of restoring some or all of the sick leave and/or vacation leave days that he/she redeemed at the time of his/her reduction by reimbursing the School Committee

for any such previously redeemed sick leave and/or vacation leave days that he/she wishes to restore at their original redemption value.

7. An administrator who is reduced from his/her classification shall have recall rights to any future vacancy in that classification before any new appointments are made to it. Where there are two or more administrators with recall rights to the same classification, the administrator with the greatest seniority in that classification shall be recalled first. Recalls shall be by certified mail to the administrator's last known address. If an administrator does not accept a recall within four (4) weeks from the date of his receipt of the notice, he/she shall be deemed to have waived that and all future recall rights to his/her classification.
8. An administrator who is reduced from his/her administrative classification and who does not transfer into any other administrative or teaching position shall, for as long as he/she retains recall rights, have the right to maintain any group health or life insurance in effect as of the effective date of his/her layoff provided that he/she pays the full premium therefor.

#### ARTICLE XXIV

##### EVALUATION PROCEDURE

The Administrators Association and the School Committee have negotiated a new Evaluation Procedure, Forms and Rubrics which shall be attached to this Collective Bargaining Agreement as Appendix B and incorporated herein by reference.

This Agreement may be reopened for the limited purpose of negotiating changes to the Evaluation Procedure, including but not limited to the use of Staff Feedback in the evaluation of Administrators Association members.

## ARTICLE XXV

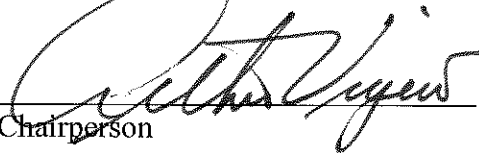
### TERM OF AGREEMENT

1. This Agreement and the provisions thereof shall be effective as of July 1, 2018 unless otherwise noted, and shall continue until and including June 30, 2021 and shall continue from year to year thereafter unless terminated or changed by the parties hereto.
2. Either of the parties hereto desiring to terminate this Agreement or to change any section or sections of this Agreement shall notify the other party, in writing, that they desire such termination or change on or before January 15, 2021 or January 15th of each year of any automatic extension.
3. Negotiations for a new Collective Bargaining Agreement or for changes in this Agreement shall commence no later than February 15 of each year.

IN WITNESS WHEREOF, the Marlborough School Committee has caused this Agreement to be signed in its name and behalf by its Chairperson, and the Marlborough School Administrators Association has caused this Agreement to be signed in its name and behalf by its President this 9 day of ~~December~~ <sup>January 2019</sup>, 2018.

SCHOOL COMMITTEE OF  
THE CITY OF MARLBOROUGH

MARLBOROUGH SCHOOL  
ADMINISTRATORS ASSOCIATION

  
Chairperson

  
President

APPENDIX A

SALARY SCHEDULE

<b>Unit B FY19 (2%)</b>						
<b>Category</b>	<b>Contract Days</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	218	\$101,878	\$107,815	\$114,103	\$116,385	\$119,955
2	218	\$98,893	\$104,832	\$111,116	\$113,340	\$116,910
3	218	\$95,013	\$100,534	\$106,388	\$108,518	\$112,088
4	208	\$90,721	\$95,989	\$101,564	\$103,593	\$107,163
<i>Category 1: HS and Middle School Asst. Principals, Alt School, ECC</i>						
<i>Category 2: Dir. Of Athletics, Supervisors of Math, Science/Engineering, Humanities, Dir of EL, Supervisor of Counseling, Asst. Dir of Special Education</i>						
<i>Category 3: Supervisor of Nursing, Asst. Dir. Of EL</i>						
<i>Category 4: Elementary Asst. Principals, Supervisors of Art, Music, Wellness, Education Team Leaders</i>						
<b>Unit B FY20 (2%)</b>						
<b>Category</b>	<b>Contract Days</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	218	\$103,915	\$109,971	\$116,385	\$118,713	\$122,354
2	218	\$100,871	\$106,928	\$113,338	\$115,607	\$119,249
3	218	\$96,913	\$102,545	\$108,516	\$110,688	\$114,330
4	208	\$92,535	\$97,909	\$103,596	\$105,665	\$109,307
<i>Category 1: Assistant Principals; ECC, Alt School</i>						
<i>Category 2: Dir. Of Athletics, Supervisors of Math, Science/Engineering, Humanities, Dir of EL, Supervisor of Counseling, Asst. Dir of Special Education</i>						
<i>Category 3: Supervisor of Nursing, Asst. Dir. Of EL</i>						
<i>Category 4: Supervisors of Art, Music, Wellness, Education Team Leaders</i>						
<b>Unit B FY21 (2%)</b>						
<b>Category</b>	<b>Contract Days</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	218	\$105,993	\$112,171	\$118,713	\$121,087	\$124,801
2	218	\$102,888	\$109,067	\$115,605	\$117,919	\$121,634
3	218	\$98,851	\$104,595	\$110,686	\$112,902	\$116,616
4	208	\$94,386	\$99,867	\$105,668	\$107,778	\$111,493
<i>Category 1: Assistant Principals; ECC, Alt School, Dir. Of EL</i>						
<i>Category 2: Dir. Of Athletics, Supervisors of Math, Science/Engineering, Humanities, Supervisor of Counseling, Asst. Dir of Special Education, Asst. Dir of EL</i>						
<i>Category 3: Supervisor of Nursing</i>						
<i>Category 4: Supervisors of Art, Music, Wellness, Education Team Leaders</i>						

## Appendix B: Administrator Contract Language



Massachusetts Department of  
**ELEMENTARY & SECONDARY  
EDUCATION**

# Massachusetts Model System for Educator Evaluation

## Part IV: Model Collective Bargaining Contract Language

### Appendix B. Administrator Contract Language

June 2012

**Massachusetts Department of Elementary and Secondary Education**  
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## Appendix B: Administrator Contract Language



This document was prepared by the  
Massachusetts Department of Elementary and Secondary Education  
Mitchell D. Chester, Ed.D.  
Commissioner

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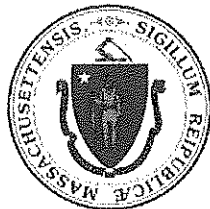
Mitchell D. Chester, Ed.D., Commissioner and Secretary to the Board

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## Appendix B: Administrator Contract Language

### Appendix B. Administrator Model Contract Language

Article XXIV

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## **Appendix B: Administrator Contract Language**

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## Appendix C: Administrator Contract Language

### 1) Purpose of Educator Evaluation

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

### 2) Definitions

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

## Appendix C: Administrator Contract Language

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 ninety (90) 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.
- E) **ESE:** The Massachusetts Department of Elementary and Secondary Education.
- F) **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").
- G) **Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. All Evaluators will be licensed. 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.

## Appendix C: Administrator Contract Language

- 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, (by the Friday after Labor Day of each new evaluation cycle). The Evaluator(s) may be changed upon notification in writing to the Administrator.
- H) **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.
- I) **Experienced Administrator:** An administrator who has completed three school years in the same position in the district.
- J) **Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- K) **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.
- L) **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.
- M) **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.
- N) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- O) **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.

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- P) **New Administrator:** An administrator who has not completed three years in the position in the district.
- Q) **Observation:** A data gathering process that includes notes and judgments made during one or more school or worksite visits(s) of any duration (not less than 10 minutes) by the Evaluator and may include examination of artifacts of practice including student work. An observation must occur in person. 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.
- R) **Parties:** The parties to this agreement are the Marlborough School Committee and the Marlborough School Administrators Association ("Association").
- S) **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.
- T) **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.

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- U) **Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
  
- V) **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.

- W) **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

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

### 3) **Evidence Used In Evaluation**

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

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

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- (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 # 22-23, below; and
- v) Any other relevant evidence from any source that the Evaluator shares with the Administrator. Other relevant evidence could include information provided by other administrators, principals and/or the superintendent.

### 4) **Rubric**

The rubrics are a scoring tool used for the Administrator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district shall use the rubrics provided 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) All Administrators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent. Any Administrator hired after the first day of school, 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. The superintendent will work with the Association and the joint labor-management committee (see Section 25, E) to determine the most effective means of providing this training.



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### 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 the dates stated in Section 20 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.

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- 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 the dates stated in Section 20 (or within two weeks of the Administrator's first day of employment if the Administrator begins employment after the first day of school) 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 based on the Administrator's self-assessment and other sources that Evaluator shares with the Administrator.

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- 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 the dates stated in Section 20 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 the dates stated in Section 20 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 the dates stated in Section 20. 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

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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 the dates stated in Section 20. Observations required by the Educator Plan should be completed by the dates stated in Section 20, 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.

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- (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.
- C) In addition to an announced or unannounced observation, Administrators often independently complete long or short term projects throughout a school year that may also be documented as an observation. Examples of this could include procuring and implementing a grant, organizing school-wide testing, planning and implementing targeted school wide or districtwide professional development.

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### 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 other electronic means.
- 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. 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.

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- 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 other electronic means.
- 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. 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.

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- 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 the dates stated in Section 20.
- 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) 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.
- E) 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.
- F) 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.
- G) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Administrator face-to-face, by email or other electronic means no later than the dates stated in Section 20.
- I) The Evaluator shall meet with the Administrator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by the dates stated in Section 20.



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- J) 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.
- K) 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.
- L) The Administrator shall sign the final Summative Evaluation report by the dates stated in Section 20. The signature indicates that the Administrator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- M) The Administrator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- N) 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.

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### 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. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

### 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) An Administrator who is placed on a Directed Growth Plan due to a rating of Needs Improvement may request a meeting with the Superintendent for the purpose of reviewing the evaluation procedures and feedback and may request to be assigned a different Evaluator, at the discretion of the Superintendent.
- D) 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 the dates stated in Section 20.
- E) 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.
- F) 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.

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- 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 ninety (90) 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) An Educator who is placed on an Improvement Plan due to a rating of Unsatisfactory may request a meeting with the Superintendent for the purpose of reviewing the evaluation procedures and feedback and may request to be assigned a different Evaluator, at the discretion of the Superintendent.
- F) 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.
- G) 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.
- H) The Improvement Plan shall:

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- 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.
- I) A copy of the signed Plan shall be provided to the Administrator by the Evaluator and shall be delivered face-to-face, by email or other electronic means. The Administrator's signature indicates that the Administrator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- J) Decision on the Administrator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than the dates set forth at Section 20. 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

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end of his/her Directed Growth Plan, if the Evaluator determines that the Administrator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.

- (d) If the Evaluator determines that the Administrator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Administrator be dismissed.

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

Activity:	Completed By:
Superintendent meets with evaluators and administrators to explain evaluation process	September 14, 2018 September 13, 2019 September 16, 2020
Evaluator meets with first-year New Administrators to assist in self-assessment and goal setting process  Administrator submits self-assessment and proposed goals	October 3, 2018 October 2, 2019 October 2, 2020
Evaluator meets with Administrators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 17, 2018 October 16, 2019 October 16, 2020
Evaluator completes Educator Plans	November 2, 2018 November 4, 2019 November 4, 2020
Evaluator should complete first observation of each Administrator	November 16, 2018 November 18, 2019 November 20, 2020
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	January 4, 2018* January 3, 2019* January 4, 2020*
Evaluator should complete mid-cycle Formative Assessment Reports for Administrators on one-year Educator Plans	February 1, 2019 February 3, 2020 February 1, 2021
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Administrator	February 13, 2019 February 14, 2020 February 12, 2021
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	April 12, 2019* April 17, 2020* April 16, 2021*
Evaluator completes Summative Evaluation Report	May 17, 2019 May 15, 2020 May 17, 2021

## Appendix C: Administrator Contract Language

Evaluator meets with Administrators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 3, 2019 June 1, 2020 June 1, 2021
Evaluator meets with Administrators whose ratings are proficient or exemplary at request of Evaluator or Administrator	June 10, 2019 June 8, 2020 June 7, 2021
Administrator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 13, 2019 June 11, 2020 June 11, 2021

### 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 3 of Year 1, 2019 June 1 of Year 1, 2020 June 1 of Year 1, 2021
Evaluator conducts Formative Evaluation Meeting, if any	June 3 of Year 1, 2019 June 1 of Year 1, 2020 June 1 of Year 1, 2021
Evaluator completes Summative Evaluation Report	May 17 of Year 2, 2019 May 15 of Year 2, 2020 May 17 of Year 2, 2021
Evaluator conducts Summative Evaluation Meeting, if any	June 3 of Year 2, 2019 June 1 of Year 2, 2020 June 1 of Year 2, 2021
Administrator signs Summative Evaluation Report	June 13 of Year 2, 2019 June 11 of Year 2, 2020 June 11 of Year 2, 2021

### 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

## Appendix C: Administrator Contract Language

- A) In order to have his/her contract renewed, the Administrator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A supervisor considering making an employment decision that would lead to contract renewal for any Administrator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by the first Friday in May. 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 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.

### 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

Each Administrator will administer staff/faculty surveys on a yearly basis to a sampling of at least fifty percent (50%) of a selected group of staff as mutually agreed upon with the Administrator (e.g. evaluates, grade level teachers, departmental teachers, coaches and other groups that the Administrator is directly responsible for overseeing). Administrators may choose to include the results of those staff/faculty surveys as a piece of evidence for their formative and summative evaluations. Staff/faculty survey data will not impact the overall Administrator rating. Staff/faculty survey data will be used to inform professional practice and stimulate goal setting dialogue with their evaluator.

Staff/faculty surveys will be reviewed by the Association's Executive Bard prior to release. If not approved, the joint labor-management evaluation team established in Section 25 General Provision D will meet until consensus is reached. The following preamble will be included on all surveys:

"As the most important partner in teaching and learning in the Marlborough Public Schools, we are asking you to take part in a short survey. This brief survey is designed to give you, the staff/faculty, a voice that will provide administrators with an understanding of how they are doing in the eyes of the staff/faculty. The information obtained through this survey is only available to the individual administrator. Therefore, we ask that you answer the multiple choice questions/areas of inquiry as honestly as you can."



## Appendix C: Administrator Contract Language

Feedback data as it relates to one individual is considered personnel information within the meaning of G.L. c. 4, §7(26)(c) and is not subject to disclosure under the public records law.

### 25. General Provisions

- A) 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.
- B) 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.
- C) 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.
- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually and recommend adjustments to the parties.
- E) 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.
- F) Nothing in this Agreement shall detract from the rights of the School Committee, the Association or individual Educators under the Collective Bargaining Agreement and the applicable law.

Amended July 1, 2018

**APPENDIX C**

**MARLBOROUGH PUBLIC SCHOOLS**

**SICK LEAVE BUY BACK BENEFICIARY FORM**

With respect to any Sick Leave Buy Back amount payable under Article XVI, Section 3 of the Marlborough School Administrators Association Collective Bargaining Agreement by reason of my death, I hereby designate the following individual as my beneficiary:

**PRIMARY BENEFICIARY**

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**CONTINGENT BENEFICIARY:**

In the event the above listed Primary Beneficiary is not living at the time of my death, I hereby elect the following Contingent Beneficiary:

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Executed by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Employee Signature: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_