

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is made and entered into by and between the Taunton School Committee (hereinafter the "Committee") and the Taunton Education Association (hereinafter the "TEA").

WHEREAS, the Committee and the TEA had an existing Collective Bargaining Agreement effective September 1, 2018 and terminating August 31, 2021; and,

WHEREAS, the Committee and the TEA seek to enter into a successor collective bargaining agreement to cover the period of September 1, 2021 through August 31, 2022 (hereinafter "the Agreement"); and,

WHEREAS, the parties have met, negotiated, and agreed to the terms and conditions of the new Agreement, and desire to memorialize their agreement as set forth herein;

NOW, THEREFORE, the Committee and the Taunton Educator Association acting through its duly elected officers, hereby mutually agree to the following terms and conditions:

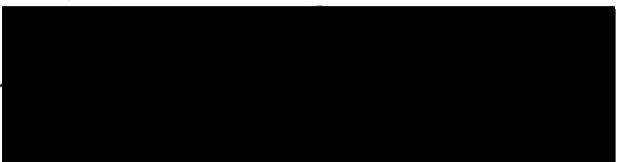
1. The Salary Schedule contained in Appendix A to the previous Collective Bargaining Agreement shall be amended as follows:
  - a. Effective September 1, 2021, there shall be a 2% increase in all amounts in the salary schedule with movement on step.
  - b. Effective January 25, 2022, there shall be a 1% increase in all amounts in the salary schedule.
  - c. Effective September 1, 2021, there shall be a 2% increase in all other monetary amounts contained in the Appendices to the Collective Bargaining Agreement, except the guidance ratio.
2. The Appendix A Salary Schedule shall be amended in the following way: A member can move to the Master's +30/MSW if they have or obtain a Master's Degree that requires 50 or more credits and a clinical component, field work, or internship to receive that degree related to social work or counseling and employed in the Taunton Public Schools as a Social Worker/Counselor. This change will be retroactive to the start of the 2020-2021 school year. Affected employees shall be paid the difference between their current salary and the adjusted salary amount no later than June 30, 2021, provided that certified Master's Program transcripts are provided or are already in the employee's personnel file and such employee notifies the personnel office via a lane change request form by June 15, 2021.
3. All of the other terms and conditions of the previous Collective Bargaining Agreement are hereby extended without modification through August 31, 2022.

Signed and agreed to this 28<sup>th</sup> day of June, 2021, to be effective as of September 1, 2021.

Taunton School Committee:

Taunton Educator Association:

By: 



TEA FY22 Salary Chart - 2%								
21/22	BA	BA+30	MA	MA+15	MA+30	CAGS	MA+60	DOCT
Step					MSW	2nd MA		
1	\$ 49,595	\$ 50,825	\$ 52,464	\$ 53,283	\$ 54,108	\$ 55,337	\$ 58,205	\$ 61,069
2	\$ 51,647	\$ 52,878	\$ 54,514	\$ 55,334	\$ 56,155	\$ 57,385	\$ 60,254	\$ 63,126
3	\$ 54,108	\$ 55,337	\$ 56,974	\$ 57,794	\$ 58,612	\$ 59,843	\$ 62,713	\$ 65,588
4	\$ 56,771	\$ 58,003	\$ 59,614	\$ 60,345	\$ 61,072	\$ 62,302	\$ 65,173	\$ 68,042
5	\$ 59,614	\$ 60,843	\$ 62,455	\$ 63,195	\$ 63,941	\$ 65,173	\$ 68,038	\$ 70,903
6	\$ 62,455	\$ 63,683	\$ 65,290	\$ 66,049	\$ 67,915	\$ 68,039	\$ 70,908	\$ 73,784
7	\$ 65,588	\$ 66,810	\$ 68,450	\$ 69,270	\$ 70,090	\$ 71,319	\$ 74,270	\$ 77,222
8	\$ 69,269	\$ 70,498	\$ 71,732	\$ 72,549	\$ 73,367	\$ 74,599	\$ 77,471	\$ 80,342
9	\$ 72,961	\$ 74,189	\$ 75,236	\$ 76,099	\$ 76,958	\$ 77,872	\$ 80,746	\$ 83,612
10	\$ 77,056	\$ 78,290	\$ 78,649	\$ 79,504	\$ 80,354	\$ 81,155	\$ 84,027	\$ 86,894
11	\$ 79,411	\$ 80,667	\$ 81,443	\$ 82,382	\$ 83,321	\$ 84,336	\$ 87,207	\$ 90,073
12	\$ 81,770	\$ 83,042	\$ 84,237	\$ 85,262	\$ 86,284	\$ 87,517	\$ 90,387	\$ 93,252
13	\$ 84,121	\$ 85,417	\$ 89,002	\$ 90,012	\$ 91,024	\$ 92,266	\$ 95,220	\$ 98,169
14	\$ 86,476	\$ 87,792	\$ 93,766	\$ 94,762	\$ 95,761	\$ 97,013	\$ 100,053	\$ 103,088

TEA FY22 Salary Chart - 1% 93rd Day								
21/22 - 93rd	BA	BA+30	MA	MA+15	MA+30	CAGS	MA+60	DOCT
Step					MSW	2nd MA		
1	\$ 50,091	\$ 51,333	\$ 52,989	\$ 53,816	\$ 54,649	\$ 55,890	\$ 58,787	\$ 61,680
2	\$ 52,163	\$ 53,407	\$ 55,059	\$ 55,887	\$ 56,717	\$ 57,959	\$ 60,857	\$ 63,757
3	\$ 54,649	\$ 55,890	\$ 57,544	\$ 58,372	\$ 59,198	\$ 60,441	\$ 63,340	\$ 66,244
4	\$ 57,339	\$ 58,583	\$ 60,210	\$ 60,948	\$ 61,683	\$ 62,925	\$ 65,825	\$ 68,722
5	\$ 60,210	\$ 61,451	\$ 63,080	\$ 63,827	\$ 64,580	\$ 65,825	\$ 68,718	\$ 71,612
6	\$ 63,080	\$ 64,320	\$ 65,943	\$ 66,709	\$ 68,594	\$ 68,719	\$ 71,617	\$ 74,522
7	\$ 66,244	\$ 67,478	\$ 69,135	\$ 69,963	\$ 70,791	\$ 72,032	\$ 75,013	\$ 77,994
8	\$ 69,962	\$ 71,203	\$ 72,449	\$ 73,274	\$ 74,101	\$ 75,345	\$ 78,246	\$ 81,145
9	\$ 73,691	\$ 74,931	\$ 75,988	\$ 76,860	\$ 77,728	\$ 78,651	\$ 81,553	\$ 84,448
10	\$ 77,827	\$ 79,073	\$ 79,435	\$ 80,299	\$ 81,158	\$ 81,967	\$ 84,867	\$ 87,763
11	\$ 80,205	\$ 81,474	\$ 82,257	\$ 83,206	\$ 84,154	\$ 85,179	\$ 88,079	\$ 90,974
12	\$ 82,588	\$ 83,872	\$ 85,079	\$ 86,115	\$ 87,147	\$ 88,392	\$ 91,291	\$ 94,185
13	\$ 84,962	\$ 86,271	\$ 89,892	\$ 90,912	\$ 91,934	\$ 93,189	\$ 96,172	\$ 99,151
14	\$ 87,341	\$ 88,670	\$ 94,704	\$ 95,710	\$ 96,719	\$ 97,983	\$ 101,054	\$ 104,119

FY22 Salary Chart - Annualized Salary								
21/22	BA	BA+30	MA	MA+15	MA+30	CAGS	MA+60	DOCT
Step					MSW	2nd MA		
1	\$ 49,843	\$ 51,079	\$ 52,727	\$ 53,550	\$ 54,379	\$ 55,614	\$ 58,496	\$ 61,375
2	\$ 51,905	\$ 53,143	\$ 54,787	\$ 55,611	\$ 56,436	\$ 57,672	\$ 60,556	\$ 63,442
3	\$ 54,379	\$ 55,614	\$ 57,259	\$ 58,083	\$ 58,905	\$ 60,142	\$ 63,027	\$ 65,916
4	\$ 57,055	\$ 58,293	\$ 59,912	\$ 60,647	\$ 61,378	\$ 62,614	\$ 65,499	\$ 68,382
5	\$ 59,912	\$ 61,147	\$ 62,768	\$ 63,511	\$ 64,261	\$ 65,499	\$ 68,378	\$ 71,258
6	\$ 62,768	\$ 64,002	\$ 65,617	\$ 66,379	\$ 68,255	\$ 68,379	\$ 71,263	\$ 74,153
7	\$ 65,916	\$ 67,144	\$ 68,793	\$ 69,617	\$ 70,441	\$ 71,676	\$ 74,642	\$ 77,608
8	\$ 69,616	\$ 70,851	\$ 72,091	\$ 72,912	\$ 73,734	\$ 74,972	\$ 77,859	\$ 80,744
9	\$ 73,326	\$ 74,560	\$ 75,612	\$ 76,480	\$ 77,343	\$ 78,262	\$ 81,150	\$ 84,030
10	\$ 77,442	\$ 78,682	\$ 79,042	\$ 79,902	\$ 80,756	\$ 81,561	\$ 84,447	\$ 87,329
11	\$ 79,808	\$ 81,071	\$ 81,850	\$ 82,794	\$ 83,738	\$ 84,758	\$ 87,643	\$ 90,524
12	\$ 82,179	\$ 83,457	\$ 84,658	\$ 85,689	\$ 86,716	\$ 87,955	\$ 90,839	\$ 93,719
13	\$ 84,542	\$ 85,844	\$ 89,447	\$ 90,462	\$ 91,479	\$ 92,728	\$ 95,696	\$ 98,660
14	\$ 86,909	\$ 88,231	\$ 94,235	\$ 95,236	\$ 96,240	\$ 97,498	\$ 100,554	\$ 103,604

**CONTRACTUAL AGREEMENT  
BETWEEN THE  
TAUNTON SCHOOL COMMITTEE  
AND THE  
TAUNTON EDUCATION ASSOCIATION**

**Effective  
September 1, 2018  
Through and Including  
August 31, 2021**

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**CONTRACTUAL AGREEMENT  
BETWEEN THE  
TAUNTON SCHOOL COMMITTEE  
AND THE  
TAUNTON EDUCATION ASSOCIATION**

**Effective  
September 1, 2018  
Through and Including  
August 31, 2021**

**AGREEMENT**

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this Contract is made this first day of September, 2018, by the School Committee of the City of Taunton (hereinafter sometimes referred to as the "Committee" or the "Employer") and the Taunton Education Association (hereinafter sometimes referred to as the "Association").

**PREAMBLE**

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Taunton, and that good morale within the teaching staff of the Taunton School System is essential to achievement of that purpose, we, the undersigned parties to this Contract, declare that:

- A. Under the laws of the Commonwealth of Massachusetts, the Committee, elected by the citizens of Taunton, has the responsibility for establishing the educational policies of the public schools of the Taunton School System. Except to the extent that there is contained in this Agreement a specific provision to the contrary, all of the authority, power, rights, responsibilities, and duties of the Committee under the Laws of the Commonwealth of Massachusetts are retained by and reserved exclusively to the Committee.
- B. The Superintendent of Schools (or his/her designee) of the Taunton School System (hereinafter referred to as the "Superintendent") has the responsibility for carrying out the policies so established by the Committee.
- C. The teaching staff of the Public Schools of the Taunton School System has the responsibility for carrying out these policies so established to the end that the teachers in the classrooms of the schools will provide education of the highest quality.
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Committee, the Superintendent (or his/her designee), and the teaching staff in the formulation and application of policies relating to wages, hours, and other working conditions of employment of the teaching staff; and so, to give effect to these declarations, the following principles and procedures are hereby adopted.

## **ARTICLE I RECOGNITION**

### **A. Recognition**

The Taunton School Committee recognizes the Taunton Education Association/Massachusetts Teachers Association/National Education Association for purposes of this Agreement, as the bargaining agent and representative of all full-time and regular part-time teaching personnel and specialists, as defined in Case Number CAS-2043, including Counselors, Teaching Elementary Assistant Principals, Social Workers, Case Workers, Learning Counselors, Title I, Marketing Education Supervisor, Media Specialist, Occupational Therapist, , Physical Therapists, Speech and Language Therapists, Vision Specialists, In-School Suspension Supervisor, Evening High School Teachers, Coordinator of Access Center, Permanent Substitutes, Home Tutors, Coaches, and Extra Curricular Advisors, Speech Language Coordinator/Supervisor, Speech Language Supervisor, Instructional Coaches, High School Team and Testing Facilitator, and College and Career Counselor. Notwithstanding the above, any person who holds a title of Home and/or Academic Tutor, Coach, Extra Curricular Advisor, or Evening School Teacher and who does not also hold one of the other titles listed above, shall be covered by this contract solely for the purpose of wages. Excluded are the following:

All Elementary Principals, Middle School Principals, Headmaster-High School, Middle School Assistant Principals, Non-Teaching Elementary Assistant Principals, Assistant Headmaster, Associate Headmasters-High School, Subject Area Specialists, Director of Federal Programs, Title I Administrator, Title I Curriculum Specialist, School Psychologist, Supervisor of English Language Learners, and all other personnel of the Taunton School System.

NOTE: The addition of occupational therapist to this Section does not preclude the employer from obtaining occupational therapist services from outside vendors.

### **B. Definitions**

The term "Committee," as used in this Agreement, refers to the Taunton School Committee. The term "Association," as used in this Agreement, refers to the Taunton Education Association.

### **C. Permanent Substitutes**

Permanent Substitutes shall be defined as any employee temporarily hired to fill a vacancy for a period of at least sixty (60) consecutive school days in a bargaining unit position. Permanent Substitutes shall be covered by all provisions of this Contract, except for Article XII, Reduction in Force, and shall, unless otherwise provided in this Agreement, enjoy all rights, benefits, duties, and responsibilities of the Contract.

**Notwithstanding the previous sentence, permanent substitutes will only be covered by the provisions of Article XII, if, in addition to having served in a position for**

**more than sixty (60) consecutive work days, they have also been appointed to the position by the Superintendent of Schools.** When employing a permanent substitute, if the Committee knows in advance that the substitute will work more than sixty (60) consecutive workdays, then the employees hired will begin to receive all contractual benefits upon hire, if certified. If the employee is not certified, then the employee will receive all contractual benefits except for salary. Salary will be paid at the rate of \$100.00 per day until the employee obtains certification or a waiver of certification. Once certified or functioning under a waiver of certification, full salary, in accordance with proper placement on the Salary Schedule, will be paid retroactively to the date of employment to the employee. If the employee fails to obtain certification or a waiver of certification within ninety (90) workdays of employment, the employee may be immediately terminated. Notwithstanding the above, failure by an employee to obtain certification or a waiver of certification will not result in termination for events not within the control of the employee.

**D. Itinerant and Everyday Substitutes**

Itinerant and Everyday Substitutes Teachers shall be defined as a type of employee hired in a bargaining unit position under the following conditions:

The everyday substitute will be hired for one full school year or, if hired after the school year begins for the remainder of that given school year. All everyday substitute teachers will be assigned to a school or combination of schools as determined by the Superintendent or his/her designee. Everyday substitutes are appointed for one year only. Continued services as an everyday substitute requires an annual appointment by the Superintendent.

These substitutes will be paid at a rate of \$100 per day or the Retired Teacher rate, whichever is higher. Any employee holding one of these positions will be covered by the contract solely for the purpose of wages and the health insurance plan provided by the City of Taunton.

Itinerant everyday substitute teachers will be certified teachers or be in the process of becoming certified.

Itinerant everyday substitute teachers may apply for any temporary bargaining unit vacancy that becomes available during the everyday substitute's time of service. Should an everyday substitute be appointed to fill a temporary vacancy for a period of sixty (60) consecutive days, the everyday substitute will be subject to all benefits as applied to permanent substitutes within the contract.

**ARTICLE II  
NEGOTIATING PROCEDURE**

**A. Negotiations for Successor Agreement**

1. Not later than ninety (90) days prior to the expiration date of this Agreement, the Committee and the Association agree to enter into negotiations over a successor Agreement in a good faith effort to reach agreement on all matters concerning wages, hours, and other conditions of employment for all professional employees covered by Chapter 150E of the General Laws of the Commonwealth of Massachusetts. Such negotiations shall begin no earlier than January 3rd immediately preceding the expiration date. Any agreement so negotiated will apply to all members of this bargaining unit, and will be reduced to writing and signed by the Committee and the Association.
2. Either the Committee or the Association may, if it so desires, utilize the services of outside consultants, and may call upon representatives to assist in negotiations or serve as the designated negotiator.
3. If these negotiations reach an impasse, as defined in Chapter 150E of the General Laws of the Commonwealth of Massachusetts, or if no agreement is reached sixty (60) days prior to the final date for setting the municipal budget, then the procedure described in that Chapter will be followed.

**B. Extent of Agreement**

1. The Committee and the Association agree that each has exercised its right to bargain for any provision it wished to be included in this Agreement; that if either has made a proposal not included herein, such proposal has been withdrawn by mutual agreement in consideration of the making of this Agreement; and that this Agreement constitutes an acceptable agreement as to all matters upon which the Committee and the Association have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal as long as this Agreement shall continue in effect.
2. Nothing in this Article shall be construed to extend the coverage of this Agreement to areas not covered by express terms thereof.

**ARTICLE III  
NON-DISCRIMINATION AND SEPARABILITY**

**A. Non-Discrimination**

The Committee agrees not to discriminate against any member of the bargaining unit on the basis of race, color, creed, national origin, sex, marital status or sexual orientation.

**B. Separability**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**A. Definitions**

1. A "grievance" is defined as a complaint by an employee covered by this Agreement that he or she has been subject to a violation, inequitable application, or misinterpretation of a specific provision (or provisions) of this Agreement.
2. The "grievant" may be either an individual employee or a group or class of employees.
3. A "party in interest" is the employee or employees making the claim, the Association, and/or any employee who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Days" shall mean school days except during summer recess, when "days" shall mean when the Central Administration Office is open. This definition refers only to Article IV.

**B. Purpose**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Committee and the Association desire that such procedures shall be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

**C. Time Limits**

1. 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 limits specified may, however, be extended by mutual agreement.
2. In the event the grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year could result in irreparable harm to an employee or employees, the time limits set forth herein will be reduced so that the

grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

**D. Procedure**

**Level One**

The grievant will first meet with his/her principal or immediate supervisor, either directly or through the Association's school representative, to discuss the grievance with the objective of resolving the matter. If a written grievance is not initiated within thirty (30) days after the grievant knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this Section will be subject to arbitration pursuant to Level Four. The principal or immediate supervisor shall render a written decision within five (5) days of the Level One meeting.

**Level Two**

If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may forward the grievance to the Superintendent of Schools within ten (10) days of the answer from the principal. The Superintendent or his/her designee shall meet with the grievant to discuss the grievance within ten (10) days of receipt of a written grievance and shall render a written decision within ten (10) days of such meeting.

**Level Three**

If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may forward the grievance to the School Committee within ten (10) days of receipt of the Level Two decision. Within ten (10) days after receiving the written grievance, the School Committee will meet with the grievant at the beginning of the next regularly scheduled School Committee meeting for the purpose of resolving the grievance, provided that the grievance has been received at Level Three at least five (5) days prior to the meeting. Any grievance not received at least five (5) days prior to the meeting will be scheduled for the beginning of the following School Committee meeting. The School Committee shall render a written decision within ten (10) days of the meeting of the grievant.

Notwithstanding the paragraph immediately above, suspension and dismissal grievances will not be heard at Level Three. Such grievances shall proceed directly from Level Two to Level Four below, except that the notice of submission to arbitration to the Committee shall be within twenty-five (25) days of the receipt of the Level Two response.

**Level Four**

1. If the grievance has not been resolved at Level Three to the satisfaction of the Association, the Association may submit the grievance to binding arbitration by

sending written notice of submission to arbitration to the Committee within fifteen (15) days of the receipt of the Level Three response.

2. Within ten (10) days after such written notice of submission to arbitration, the Committee and the Association will agree upon a mutually acceptable arbitrator. Said arbitrator will be bound by the Voluntary Rules of the American Arbitration Association. If the parties are unable to agree upon an arbitrator, the Association may submit the grievance to the American Arbitration Association for disposition in accordance with their rules.
3. The arbitrator's decision will be final, binding, and in writing, and will set forth his/her findings of fact, reasoning, and conclusions on the issues. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement.
4. The cost for the services of the arbitrator, including per diem expenses, if any, and actual necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.
5. Nothing in this Article shall be construed to extended coverage of this Agreement to areas not covered by express terms hereof.

#### **E. General Provisions**

1. No reprisals of any kind will be taken by the Committee, by any member of the Administration, or by the Association against any party in interest, any school representative, any administrator, any member of the Grievance Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any aggrieved person may be represented at all stages of the grievance procedure by a person who is of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association. When an employee is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure, and there shall be no settlement inconsistent with the terms of this Agreement.
3. The decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing, will set forth the Administration and/or the Committee's position on the issues submitted, and will be transmitted promptly to the grievant.
4. A grievance which shall affect a group or class of employees may be initiated at Level Two within thirty (30) days after the grievant knew or should have known of the act or condition on which the grievance is based.

5. Failure of the Committee or its representative to answer an appeal within the time limits specified shall mean that the appeal may be taken to the next level. The above time limitations may be waived, in writing, by mutual agreement of the parties.

**ARTICLE V  
WORK YEAR, WORKDAY, AND WORKLOAD**

**A. Work Year**

1. The work year for teachers (other than new personnel) will begin no earlier than August 29<sup>th</sup>. However, when August 29<sup>th</sup> falls on a Friday, the work year may begin on August 28<sup>th</sup>. The school year will terminate no later than June 30<sup>th</sup>. Newly appointed teachers shall, at the discretion of the Superintendent, be present for orientation and training sessions for up to five (5) days immediately preceding the start of the work year. Such attendance will be compensated at the curriculum work hourly rate.

Starting with the 2014-2015 school year, the work year for educators (other than new personnel) will begin no earlier than the Monday prior to Labor Day. It is agreed that there will be no school on the Friday prior to Labor Day. The school calendar shall reflect the traditional school vacation periods (e.g. week-long school vacations in December, February, and April). The Association is aware that the Committee has the right to revise the school calendar and make changes during the school year to ensure compliance with the state regulations.

2. The work year of teachers shall consist of one hundred eighty (180) school days, or the minimum number of school days required by the Commonwealth of Massachusetts, Department of Education.
3. The total work year shall include all school days, conference days, and any other days on which teacher attendance is required. In no event shall the total work year exceed 184 days. There will be no school for students on Election Day in November. Said day will be designated as one of the professional development days.
4. It is expressly agreed and understood that the work year of the High School Library Media Specialist(s) at Taunton High School and Middle and Elementary School Library Media Specialist(s) shall be the regular school year, plus ten (10) additional days when determined to be necessary by the Superintendent of Schools. The decision of the Superintendent of Schools on the ten (10) additional workdays shall be final and not subject to arbitration. If the Superintendent does not deem that the additional ten (10) days will be necessary for any school year, he shall, on or before June 15<sup>th</sup>, so notify the High School Library Media Specialist(s), Middle and Elementary School Library Media Specialist(s) in writing.

5. The eleven (11) month Contract shall consist of twenty (20) workdays in excess of the teacher work year. Such twenty (20) workdays shall be ten (10) workdays immediately following the close of the work year for teachers and ten (10) workdays immediately before the start of the work year for teachers unless the Superintendent of Schools gives written authorization to work some or all of said twenty (20) days at a time or times other than the ten (10) days after or the ten (10) days before the work year.
6. If an employee is requested by the Superintendent to work additional days beyond the employee's contract year as defined herein, and the employee accepts these additional day(s), he/she shall be compensated at the employee's per diem rate.
7. Administration will review the proposed school calendar with the Executive Committee of the Taunton Education Association at least two (2) weeks prior to its presentation to the School Committee. Once the calendar has been set, it will not be altered except as may be required by law.

**B. Workday**

1. The starting and dismissal times shall be established by the Committee. In the event of any change in such starting and dismissal times, the Superintendent shall, within a reasonable time, give written notice to the President of the Association stating reasons for such a change.
2. The workday of the classroom teacher shall begin twenty (20) minutes before the start of instructional time, and the workday, except as otherwise provided in this Agreement, shall not exceed six (6) hours and forty-five (45) minutes. At Taunton High School, the workday shall begin at 7:15 a.m. and end at 2:00 p.m.

All Association members shall sign in and out of the school building whenever they leave during the work day for any reason. With the exception of their lunch period, all Association members must obtain prior approval from the building principal, or designee, to leave during the work day for any reason.

3. All tasks which exceed an employee's professional responsibility (professional responsibilities being those tasks within the scope of the curriculum and classroom) shall be voluntary. All such tasks shall be evaluated by the Committee for the purpose of establishing a stipend or rate of compensation. Once set, this rate shall be posted and anyone may apply. These tasks shall not be performed during regular school hours. The Committee and the Association agree and recognize that neither shall impose any pressure to encourage or discourage employees from participation or non-participation in any of these tasks.

## C. Workload

1. All teachers will have a duty-free lunch of at least twenty (20) minutes' duration. Present length of duty-free lunch which exceeds twenty (20) minutes shall be maintained unless there is a reasonable standard for lessening time.

Notwithstanding the above, whenever feasible, all teachers will have a duty-free lunch of at least thirty (30) minutes' duration.

2.
  - a. Whenever feasible, in addition to their lunch period, secondary classroom teachers will have one (1) professional preparation period per day during which they will be assigned no other duties.
  - b. In addition to their lunch period, Middle School teachers will have one (1) professional preparation period per day, during the pupil day, during which they will be assigned no other duties.
  - c. Whenever feasible, all Itinerant Specialists systemwide shall have three hundred and twenty (320) minutes of prep time in a six (6) day cycle. Under no circumstances shall Itinerant Specialists have less than forty (40) minutes of preparation time per day. Whenever feasible, preparation periods will be scheduled as forty (40) consecutive minutes. In no event, however, shall said periods be scheduled in blocks less than twenty (20) minutes. Notwithstanding, preparation time which presently exists for Itinerant Specialists systemwide which consists of forty (40) consecutive minutes shall be maintained. If necessary in order to provide the full 320 minutes of prep time for Itinerant Specialists, they shall not be assigned duties during the twenty (20) minutes preceding instructional time or during dismissal, however, nothing herein shall reduce the required workday for such specialists, and all specialists will continue to be required to begin their workday twenty (20) minutes preceding instructional time. The parties agree to meet and negotiate should problems arise with implementation of this new language. For purposes of this Section, Itinerant Specialists shall be defined as follows: Speech Therapists; Title I; Adaptive Physical Education; Physical Therapists; Learning Disabilities Itinerants; Occupational Therapists; Remedial Reading; Vision Specialists; Visual Arts; Department of Performing Arts; Physical Education; Health Specialists and ESL Teachers who travel.

It is further agreed that the Administration will work with the TEA to determine ways to increase the individual planning time for all specialists. It is understood that this is a mutual goal for both the TEA and the Administration, and we will work to find ways to ensure equitable planning time for specialists in the future.

- d. In addition to their lunch period, elementary classroom teachers (grades K through 4), special needs classroom teachers, ELL classroom teachers and teachers in full-day pre-K programs will be guaranteed three hundred twenty (320) minutes of individual preparation time per six (6) day cycle during which they will be assigned no other duties. Said preparation periods shall be a minimum of forty (40) consecutive minutes per day inclusive of a five (5) minute changeover time, and shall be scheduled during the pupil day. The additional periods may be divided into periods less than forty (40) minutes, but shall not be less than twenty (20) minutes in duration. In addition to the three hundred twenty (320) minutes of individual preparation time, forty (40) minutes of principal-directed common planning time will be allotted for every six (6) day cycle. All half day preschool teachers will be guaranteed one (1) preparation period per day. Said preparation periods shall be for a minimum of forty (40) consecutive minutes. Should arts' teachers support the half day Pre-K Program, the Pre-K teacher shall utilize this time as prep time.
3. There will be a fifteen (15) minute supervised period of physical activity each morning in grades 1-4. If the schedule of an individual building precludes this, the administrators may allow teachers to arrange for a supervised activity period in the classroom. Under no circumstances will a group of students have more than a twenty (20) minute supervised activity period which will allow each teacher a ten (10) minute break period.
4. Beginning with the 2018-2019 school year, the middle schools will be on a trimester schedule.
5. Whenever feasible, secondary classroom teachers will not be assigned more than five (5) teaching periods per day, and their schedule will be such to assure at least one (1) professional preparation period within the daily schedule. Teaching periods shall include Science Laboratory classes. Science Laboratory classes include Biology, Chemistry, and Physics Laboratories at the academic and honors levels.
6. Whenever feasible, secondary classroom teachers will not be required to teach more than two (2) subjects in any given school year, nor required to have more than three (3) teaching preparations within those subjects.
7. Block Scheduling at Taunton High School

Notwithstanding Sections C4 and C5 immediately above, commencing with the school year 1998-1999, under block scheduling at the High School, the following conditions of employment have been negotiated and will govern:

To the extent possible, all high school teachers will teach three (3) blocks in the Fall semester and three (3) blocks in

the Spring semester. Non-professional personnel will be hired for non-teaching duties including Administrative Detention. The length of a teaching block and a preparation period will be equal. All teachers will be guaranteed a preparation period each day. Teachers cannot be required to substitute for more than 1/2 of the length of a teaching block, except in the case of an emergency. In the event that a teacher does substitute for the entire block, said block will be considered two (2) class periods for purposes of compensation. High School teachers may be required to attend one (1) evening meeting in each semester for the purposes of parent/teacher conferences.

8. a. The Committee agrees that it will make every effort to provide substitutes when teachers are absent from class.
- b. For the Elementary and Middle School levels, in the event that a substitute cannot be obtained, the building principal may assign a teacher, as set forth below, from volunteer lists or a mandatory list to cover the class of the absent teacher. The volunteer lists will include individuals who are willing to substitute. The mandatory list will include all other teachers listed alphabetically.

At the beginning of each school year, the principal of each school shall establish two (2) volunteer lists of teachers who volunteer to substitute during the temporary absences of regular teachers. Said volunteer lists shall be posted in each building within three (3) weeks of the start of the school year.

The first volunteer list will be set up by certification areas. The second volunteer list will not include certifications.

In making assignments, the principal shall go to the first volunteer list. If there is a teacher on the first list who is certified in the area of the absent teacher, that certified teacher will be assigned to substitute. If there is no teacher on the first list who is certified and available, then the principal will go to the second volunteer list. There will be an equitable rotation of teachers on the lists.

A teacher may remove his or her name from such lists or add his or her name to the list at any time; however, it should be understood by a teacher who volunteers that if said teacher is on the volunteer list and is called upon to substitute, said teacher will be required to substitute since said teacher had made a commitment to volunteer for as long as that teacher's name remains on the volunteer list.

In the event that a substitute cannot be obtained and there is no regular teacher available on the volunteer list to cover the class of the absent teacher, then the building principal may assign a regular teacher from the Mandatory List to fill such absence. The Mandatory List shall be posted in each building within three (3) weeks of the start of the school year. There shall be an equitable rotation of assignments.

- c. For the high school level grades 8-12, in the event that a substitute cannot be obtained, the building headmaster may assign a teacher from one of two lists to cover the class of an absent teacher.

At the beginning of each school year, the headmaster shall establish two (2) lists of teachers for substitute coverage.

The volunteer list will include individuals who are willing to substitute in any department within the school.

The mandatory list will be made up of all other teachers listed in alphabetical order according to their preparation period.

In making assignments, the headmaster shall go to the volunteer list and assign a teacher to substitute for the absent teacher. If there is no teacher on the volunteer list who is available, the headmaster will go to the mandatory list of individuals who are listed in alphabetical order according to their preparation period. In making assignments from the mandatory list, the headmaster will first assign teachers who are in the department that requires coverage. Except for the previous sentence, there will be an equitable rotation of teachers on the two lists. Said lists will be published within three (3) weeks of the start of each semester.

A teacher may remove his or her name from the volunteer list or add his or her name to the volunteer list at any time; however, it should be understood by a teacher who is on the list to cover classes in any department, and is called upon to substitute, said teacher will be required to substitute since said teacher had made a commitment to cover in any department for as long as that teacher's name remains on the volunteer list.

- d. A teacher who volunteers or is assigned to teach the class of an absent teacher (including teachers who teach two (2) classes simultaneously) shall be paid additional compensation in the amount of twenty-five dollars (\$25.00) for each class period or portion thereof which equals thirty (30) or more minutes. Every effort will be made not to assign teachers for less than a thirty (30) minute period.
- e. Notwithstanding the foregoing, it is agreed that when senior students in the High School are dismissed prior to the end of the regular school year, the regular teachers who had been assigned to teach such students may be

assigned during what had been said teacher's regular teaching schedule for that semester to cover the classes of absent teachers. When such teachers are so assigned, they will not be paid the additional compensation provided for in Section d above. This Section also applies to field trips.

9. Every effort will be made to ensure that itinerant teachers will only move to another school at mid-day (lunch time). If the employer requires an itinerant to travel at any time during the school day, including their lunch time, the employer shall provide the itinerant with thirty (30) minutes between classes to allow travel time and set up/take down time. This thirty (30) minutes of travel and set-up time shall not be included in the itinerant teacher's lunch time or prep time.
10. Preschool and Kindergarten teachers shall be given the time needed, up to four (4) hours of additional preparation time on Fridays and one (1) of the professional days during the NAEYC reaccreditation window. This additional time shall be for the teachers to perform work associated with the reaccreditation. If the district is no longer able to provide such time due to lack of funds, the parties shall meet to negotiate over the workload issues related to NAEYC reaccreditation.
11. Diagnostic days for the half-day Pre-K programs shall be used solely for the purpose of testing, writing reports, attending team meetings and developing IEPs.

#### **D. After Workday Requirements**

1. Teachers may be required to remain after the end of the regular workday without additional compensation to attend the following staff meetings:
  - a. Ten (10) times within the school year for the purpose of building meetings called by the school Principal.
  - b. Ten (10) times within the school year for the purpose of curriculum and other meetings directed or authorized by the Superintendent's staff. An agenda will be provided for these meetings.
  - c. Four (4) times within the school year, the principal, at his/her discretion, may call for an additional meeting. If there is no agenda, a meeting will not be held and there will not be more than one of these four additional meetings per month.

The meetings set forth in Sections a, b, and c above, will not exceed one (1) hour and shall commence within fifteen (15) minutes of student dismissal time except that four (4) of the meetings (one per term) as set forth in Section b above may commence within forty-five (45) minutes of student dismissal time. A five (5) workday written notice of the meeting will be given to teachers for all staff meetings, except in cases of emergency.

- d. The parties agree that the instructional responsibilities of teachers include individual help, discipline, and makeup sessions, and that said responsibilities, on occasion, require a teacher to remain after the normal workday. It shall be the responsibility of teachers to schedule individual help, discipline, and makeup on a need basis.

If, in the opinion of the Subject Area Specialist/Coordinator and the principal/headmaster, this responsibility is not being met, there will be a meeting with the teacher to discuss the problem. If the matter is not satisfactorily resolved through this meeting, the Administration may schedule makeup to a maximum of two (2) forty-minute sessions a week. This schedule shall be reviewed with the teacher bimonthly.

- e. No meetings or makeup sessions will be held on Fridays or on the last day of any school week.
2. Teachers may be required to attend one (1) evening meeting each year. The Administration may schedule two (2) additional evening meetings each year. Teachers may schedule appointments to meet with parents during these two (2) evening sessions. If the teacher has not scheduled appointments, attendance is not required. Attendance at all other evening meetings will be at the option of the individual teacher.

#### **E. Exceptions**

Exceptions to the provisions of Sections C and D above may be made only if the Superintendent (or his/her designee) determines, subject to a reasonableness standard, that it is in the best interest of the educational process. The President of the Association will be notified of each instance in which the Superintendent (or his/her designee) so determines.

### **ARTICLE VI TEACHER FACILITIES**

#### **A. Building Facilities**

Each school building shall have the following facilities where reasonably possible in present buildings; in future construction, these facilities shall be available:

1. Space in each classroom where teachers may store instructional materials and supplies.
2. Well-lighted and appropriately furnished rooms to be used as faculty lounges and telephone will be provided in each faculty lounge for teacher use.

3. Well-lighted and clean restrooms for the personal and exclusive use of the teachers.
4. Adequate space for teacher parking convenient to a school entrance.
5. Separate dining areas for teachers.
6. A communication system so that teachers can communicate with the main building office from their classrooms in the event of emergency.

**B. Health and Safety**

1. The Committee will use all reasonable effort to maintain heating temperatures and working conditions conducive to the safety of its teachers.
2. The Committee also agrees to comply with all occupational health and safety standards and regulations as adopted by OSHA or the Department of Labor, as well as all state and local agencies.

Hepatitis B shots will be made available only to those employees who can be identified as having high risks of occupational exposure, as defined by the pertinent OSHA regulations.

3. The Taunton Education Association and the School Committee agree to establish and maintain Health and Safety Committees in each school building. Said committees shall be made up of union representatives and building administrators. Meetings of said committees shall not occur during school hours. The duties of the committee(s) shall include, but not be limited to, the following:
  - a. Monitoring health and safety conditions in their building and making recommendations to the officials in charge of improvement.
  - b. Monitoring findings and reports of work place inspections to confirm that appropriate corrective measures are implemented.

**C. Association Use of School Buildings**

The Association, as the exclusive bargaining agent, shall have the right to use the school buildings without cost, at reasonable times for meetings, except if such a meeting entails the presence of a custodian who would not otherwise be on duty, the Association shall pay such custodian in accordance with the terms of Section 7 of the Agreement between the School Committee and Public Employees Local 1144, or any successor section, as it shall be from time to time amended. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.

**D. Bulletin Boards**

There will be at least one (1) Taunton Education Association Bulletin Board in each school building, which will be placed in a faculty lounge, for the purpose of displaying notices, circulars, and other Association material. Copies of all such material will be given to the building principal but his/her advance approval of the contents or posting will not be required.

**E. Mailboxes**

The Association, as the exclusive bargaining agent, shall have the exclusive right to utilize school mailboxes for the distribution of official Association business.

**F. Elections**

Whenever feasible, no teacher's classroom will be used or disrupted as a result of elections or non-emergency maintenance.

**ARTICLE VII  
NON-TEACHING DUTIES**

**A. Distribution of Duties**

All non-teaching duties will be distributed equitably among all teachers in the building. Every effort will be made by the building administration to rotate said duties on an annual basis and to rotate annually clerical duties which, as a matter of practice, have been associated with homeroom; i.e., permanent record cards. Teachers will not be required to keep registers.

**B. Release Time for Association President/Vice President**

1. Notwithstanding Section A above, the President and Vice-President of the Association will be relieved of all supervisory duties and release day time requirements so that they may attend to Association business. An answering machine paid for by the TEA may be installed for the President and Vice-President in the Teachers' Room or the Department Resource Room telephone.
2. A side letter of agreement to provide half (1/2) time release for the President to be decided on a case-by-case basis, similar to the way job sharing is addressed.

**ARTICLE VIII  
CLASS SIZE**

**A. Class Sizes**

The Committee and the Association share the goal of reaching and maintaining smaller class sizes to maximize student learning. The parties agree that the following is established as the class sizes for all schools, but the Committee shall endeavor to keep class sizes below these levels wherever feasible and subject to physical space limitations as follows:

1. Elementary Schools - K-4  
Class Size of Twenty-six (26)

If Kindergarten classes reach twenty (20) or more students, a teacher aide will be provided. If pre-school classes reach fifteen (15) or more students, a teacher aide will be provided.

2. Middle Schools (Grades 5-7) and High School (Grades 8-12)

Academic Subjects  
Class Size of twenty-eight (28)

Science laboratories  
Grades 5-7. Class size of twenty-eight (28)  
If a class size is twenty-eight (28) or more students, a teacher aide will be hired.  
Grades 8-12. Class size of twenty (20)

Industrial Technology  
Class Size of sixteen (16) per instructor

Family and Consumer Science Lab (High School)  
Class Size of sixteen (16) per instructor

Visual Arts and Department of Performing Arts  
Class Size of twenty-eight (28)

Computer Assisted Drafting  
Class Size of twenty (20)

Physical Education  
Class Size of thirty-three (33)

Business Technology (Classes which either now or potentially in the future could be Chapter 74-approved CVTE courses; all other courses in this area will be covered by the Class Size requirement for Academic Subjects)  
Class Size of twenty-eight (28)

Classes within individual schools shall not exceed three (3) more than the applicable reasonable class size figure as set forth above for Elementary Schools K-4, all classes, and Middle Schools (5-7) and High Schools (8-12) Academic Subjects, and shall not exceed four (4) more than applicable reasonable class size figures as set forth above for all other classes starting with the 2018-2019 school year. Starting with the 2019-2020 school year, classes within individual schools shall not exceed three (3) more than the applicable reasonable class size figure as set forth above for Visual Arts and Department of Performing Arts and Physical Education at the middle schools. Starting with the 2019-2020 school year, classes within individual schools shall not exceed three (3) more than the applicable reasonable class size figure as set forth above for Visual Arts and Department of Performing Arts and Physical Education at the high school, if feasible. In all other cases, classes within individual schools shall not exceed four (4) more than the applicable reasonable class size figure as set forth above.

Nothing contained herein shall be deemed to limit large group instruction.

**B. Special Needs Students**

For the purpose of computing class sizes, all Special Needs students, except those enrolled in substantially separate programs, as indicated on students' Individualized Educational Plan (Prototype 502.4), will be counted in the class size figures.

**C. State Regulations/Guidelines/Recommendations**

Notwithstanding the above provisions of this Article, the Committee agrees that it will abide by State Regulations/Guidelines/Recommendations with regard to class sizes in any classes covered by State Regulations/Guidelines/Recommendations.

**D. Joint Committee on Class Size**

A joint committee on class size will be created. The purpose of the committee will be to attempt to resolve class size problems before they become grievances, although said committee will not be a substitute for the grievance procedure. The committee will consist of an equal number of representatives from the Administration and the Association not to exceed five (5) individuals from each side.

Every year by May 1st, the committee will meet to examine the projected enrollment figures for the next school year and any other information which could have an impact on class sizes. If necessary, an additional meeting will be scheduled on or before August 15th.

During the school year when class sizes are within two (2) students of the maximum limit this will be reported to the committee by either the teacher or the Building Principal. This will constitute a cause for concern and the situation will be monitored by the joint committee in an effort to insure that the maximum limit is not exceeded.

**E. Inclusion**

The staffing for inclusion classrooms shall be established in accordance with the terms and conditions of Appendix I, attached hereto and incorporated herein

**ARTICLE IX  
TEACHER EMPLOYMENT**

**A. Certification**

1. Except as may be allowable pursuant to the Education Reform Act, any person hired to teach in the Taunton Public School System must be properly certified or otherwise meet the employment requirements set by the Department of Elementary and Secondary Education. In all cases, a person so hired must become certified in the area of his/her employment within two (2) years from the date of employment; failure to complete such certification requirements will require termination from that position.
2. If there is no certified applicant available for a given teaching position, then the vacancy will be filled by that applicant whose qualifications seem best suited for service in the Taunton Public School System.

**B. Placement on Salary Schedule**

1. Upon initial employment in the district, teachers will receive credit for all outside experience in a public school system recognized by the state for each full-year of licensed educational service. Occupational Therapists, Physical Therapists, Speech Therapists and Adaptive Physical Educators, and Teachers hired to positions requiring a vocational license will receive credit for outside experience for any full year of satisfactory clinical service performed in a licensed setting while working under their respective license or work based experience counted towards issuance of the vocational license. New teachers may be given up to six years credit (step 7) for experience outside of a public school system at the discretion of the Superintendent.
2. Credit not to exceed three (3) years for military service and/or two (2) years for Peace Corps work will be included in the total experience allowed.

3. In the case of teaching personnel who return to the employ of the Taunton Public School System, they will receive full credit on the Salary Schedule as set forth in Section B 1 above, provided that their interim experience has been in the field of education.
4. In the case of teaching personnel who return to the employ of the Taunton Public Schools after employment in other fields of endeavor, they will be placed on the next step of the Salary Schedule above that which they left, unless their interim activities would be determined as being allied to education, in which case, appropriate consideration will be given to such experience.
5. In order for employees to move from one step on the salary schedule to the next step, said employees must be actively employed by the Taunton School System for at least ninety-one (91) days in a school year.

**C. Reduction of Compensation**

In the event that there is a day when a teacher is not entitled to compensation, said teacher shall be reduced by 1/184 of his/her annual salary as set forth in Appendix A of this Agreement.

**D. Resignations**

In the event that a teacher shall decide to terminate his/her employment with the school system, notice in writing of said intention must be given to the Superintendent of Schools at least thirty (30) days prior to the effective date of said termination.

**ARTICLE X  
TEACHER ASSIGNMENT**

**A. Assignments**

1. Any teacher whose teaching assignment for the subsequent school year is going to change will be notified of their new assignment by August 1st. No changes will be made after August 1st except in the event of unforeseen circumstances: for example, changes in school/course enrollment or unexpected budget shortfalls.
2. The superintendent will make all assignments, considering the recommendations of his/her staff and the principal involved for grade level assignments in the elementary schools, and those of subject area specialists/supervisor and the principal involved in terms of subject assignment on the secondary level.
3. Any teacher has the right to request a written statement of his/her program from the Principal involved.

4. In order to assure that pupils are taught by teachers working within their areas of licensure, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching licensure and/or their major or minor fields of study.
5. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary. Volunteers will be considered first, but the final decision must rest on the recommendation of the Superintendent.

**B. Assignments and Travel Allowance for Itinerants**

In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned by their schedule to travel to more than one (1) school in a day will receive a monthly travel allowance based on the current IRS Allowable Travel Deduction Rate. This travel allowance will be limited to the regular school year.

**ARTICLE XI  
VACANCIES AND TRANSFERS**

**A. Vacancies**

1. A vacancy is hereby defined as:
  - a. a newly created position; or
  - b. a position vacated by a member of the bargaining unit, as defined in Article I, by reason of resignation, death, retirement, dismissal, transfer, or leave of absence.
2. During the school year, notices of vacancies will be posted for ten (10) calendar days in the main office of the school, on house bulletin boards of the High School, on the Taunton Public Schools website, on the Taunton Education Association bulletin boards at each school and via an email to all employees with an attachment containing the posting and the internal application sheet. Vacancies which may occur during the summer, i.e. June through August, will be posted on the Taunton Public Schools website. Vacancies will be filled within thirty (30) calendar days after the notice is posted.
3. If there are laid off employees eligible for recall, then the provisions of this subsection 2 above shall not apply, and the appropriate recall will be made (see Article XII for explanation of recall to vacancies).

## **B. Voluntary Transfers**

1. While it is recognized that positions must be filled promptly; the Administration will continue its efforts to acquaint the staff with known vacancies so that appropriate requests for transfer may be filed. A list of known vacancies for the next school year will be promulgated throughout the system by May 1 of each school year. Efforts will be made to keep this information reasonably current thereafter during the school year.
2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another school building shall file a written statement of such desire with the Superintendent, as early as practicable, and no later than fifteen (15) calendar days subsequent to the publishing of the projected vacancy list for the next school year, as set forth in sub-section 1 above, except for position openings after that date. Such statement shall include the grade and/or subject to which the teacher desires to be assigned, or the school to which the teacher wishes to be transferred. As soon as practicable, and normally not later than the close of the school year, the Superintendent shall notify said teacher of the disposition of the request.

Notwithstanding the above, it is understood that recalls to vacancies as per Article XII take precedence over requests for voluntary transfers.

3. If vacancies occur during the school year, they will be filled on a temporary basis for the remainder of the school year, and if those positions exist for the subsequent school year, then they will be included on the list of vacancies. If vacancies occur during the school year, they will normally not be filled by transfers but rather on a temporary basis. In such instances, if the positions remain in effect for the subsequent school year, they will be set forth on the list of vacancies as set forth above.

Notwithstanding the above, if vacancies occur during the school year and there are members of the bargaining unit on the Recall List, the appropriate recalls will be made.

4. All qualified teachers will be given adequate opportunity to make application for vacant positions. The Committee agrees to give consideration to the professional background and attainment of the applicant, the length of time in the school system, and other relevant factors.

## **C. Involuntary Transfers**

The Committee and the Association agree that transfers of professional personnel should only be made in the best interests of the educational process. Therefore, whenever possible:

1. When a reduction in the number of teachers in a school is necessary, volunteers will be transferred first.
2. When involuntary transfers are necessary, a teacher's area of certification, area of competence, and quality of teaching service as evidenced by written evaluations, and seniority in the system will be reviewed. Where area of certification, area of competence, and quality of teaching service are substantially equal, the least senior employee will be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position.
3. An involuntary transfer will be made only after the affected teacher has had an opportunity to meet with his/her immediate supervisor to discuss the reason for the transfer. In the event the teacher is not satisfied, the teacher may request a meeting with the Superintendent of Schools or Acting Superintendent his/her designee. The Superintendent or Acting Superintendent shall meet with the teacher.
4. Itinerants shall not be reassigned/transferred unless there is first a meeting with the appropriate supervisor, at which meeting specific reasons for the reassignment/transfer will be set forth. Reassignments/transfers will not be made arbitrarily.

**D. Notice of Transfer**

Notice of transfer under Sections B and C above, will be given to teachers as soon as practicable, and under normal circumstances, not later than the 15th day of June.

**ARTICLE XII  
REDUCTION IN FORCE**

In the event that the School Committee determines to reduce the number of employees in the bargaining unit, the procedures set forth hereinafter shall apply:

**A. Attrition/Temporary Employees**

Normal attrition will be used whereby teachers who retire, resign, or die will not be replaced if there are fully qualified teachers available who are capable of filling such positions and who would otherwise be subject to layoff. Teachers not under regular contract or who are on temporary status (e.g. teachers filling in for teachers on leave of absence or long-term substitutes) will be laid off first, provided that there are fully qualified permanent teachers available who are capable of performing all the duties of the teachers to be laid off under this Article.

**B. Employees with Professional Teacher Status vs. Employees without Professional Teacher Status**

No teachers with Professional Teacher Status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without professional teacher status for whose position the covered employee is currently certified.

**C. Layoff Procedure**

In the event that layoffs are necessary, teachers with professional teacher status currently teaching within the affected discipline(s) shall be laid off in the inverse order of seniority, except in the following situations:

1. If the most junior employee holds a position which no other teacher within the group and discipline is qualified, as determined by the Committee subject to a reasonableness standard, to fill, the least senior employee holding a position which can be filled by another teacher will be laid off.
2. If there is a significant difference in the teacher's performance as evidenced by evaluations from two (2) previous school years, the Committee's decision to exercise this exception shall be subject to a reasonableness standard. The evaluations shall be considered to be an accurate reflection of the teacher's performance and shall not be subject to contrary testimony except as to the factual basis as opposed to the evaluator's judgment.

NOTE: The above selection process can result in one (1) or more transfers of personnel from one assignment or building to another, in which case volunteers will be transferred first.

Notwithstanding the provisions of Article XI, Section C 2, any further transfers within a school will be accomplished on the basis of seniority, measured system wide, with the least senior employee being transferred first, whenever possible. For example, if there are twenty (20) elementary teachers in a building and three (3) positions are lost, then the three (3) most junior teachers, as per the seniority list, in that building will be transferred first.

In any situation, when the transfer is to be made by transferring someone other than the least senior employee, that transfer may be made only by the Superintendent, and only after a complete review of all the circumstances requiring such transfer.

**D. Displaced Staff Members**

Any member of the bargaining unit who, as a result of a position elimination, has been displaced, but not laid off, may bid, on the basis of seniority, on open positions in the discipline from which he/she was displaced. If there are no open positions in the discipline from which he/she was displaced, the employees will then bid on open

positions for the next school year for which he/she is certified on the basis of seniority. Once the process is completed, laid off teachers who are being returned to work from layoff will then be assigned to a position.

If, however, a displaced teacher's original position should become available again before October 1st, then the displaced teacher will be returned to that position and the recall process shall continue.

If the original position is not available, but a comparable position(s) in the discipline is available, then the displaced teacher will be allowed to bid on such position(s) on the basis of seniority.

Notwithstanding the above, after October 1st of any work year, the Superintendent's practice of not returning displaced teachers to their original positions between October and the end of the school year, except in unusual circumstances, shall continue and the Superintendent's decision in such cases shall be final.

#### **E. Bumping Procedure**

1. Teachers who have been reached for layoff within the affected discipline in accordance with Section C, will be allowed to bump teachers with less seniority in other disciplines in which they are certified and have taught in the Taunton Public Schools within the last ten (10) years. If the RIF'd teacher has taught in other disciplines in Taunton, but not within the last ten (10) years, the teacher may still be allowed to bump, if qualified. The Superintendent will determine qualifications based on actual evaluations. The Superintendent's decision shall be final.
2. Although not otherwise covered by this Agreement, members of the bargaining unit of the Taunton Administrators Association and Building Principals who have individualized contracts who have been reached for layoff in their administrative positions will be allowed to bump teachers with less seniority in an area in which the administrator is certified and has taught in the Taunton Public Schools within the last three (3) years. The administrator's amount of seniority accrued in areas where the administrator can bump will be equal to the number of years they taught in that area, and they will be listed in the appropriate discipline area on the seniority list for bumping purposes only. Those Subject Area Specialists/Supervisors who also teach will be listed on the seniority list within the department over which they supervise, and their seniority in the discipline will include their total length of continuous teaching service in the Taunton Education Association Bargaining Unit. Teaching Subject Area Specialists/Supervisors who have taught in a discipline(s) other than the above will have seniority for bumping purposes in that discipline(s) based upon the number of years taught in that discipline(s) in Taunton, provided that they are certified in the discipline(s) and have taught in the discipline(s) in the Taunton Public Schools within the last three (3) years.

**F. Teachers of English Language Learners (E.L.L.)**

E.L.L. teachers who are reached for layoff in their discipline will be allowed to fill any vacant positions for which they are currently certified, after displaced teachers have been assigned and before the start of the next school year, and provided that there are no teachers on the recall list from said other disciplines who are senior to the E.L.L. teacher(s) who are being laid off. It will not be necessary for the E.L.L. teacher to have taught in the area in which they are currently certified in order to fill the vacancy. These vacancies will be filled on the basis of seniority with the most senior laid off E.L.L. teacher being placed first. This provision will supersede the vacancy posting language in Article XI.

If there are no vacancies or not a sufficient number of vacancies for the number of laid off E.L.L. teachers then said laid off E.L.L. teachers will be placed on the recall list pursuant to Article XII, Section H.

**G. Definitions**

For purposes of this Article, the following definitions shall apply:

**1. Disciplines**

a. Elementary

(Grades K-6, including Title 1 Personnel in the employ of the Committee prior to September 1, 1986.)

NOTE: Title 1 Personnel who commence employment on or after September 1, 1986, will be on a separate Title 1 list.

b. Secondary

- A. English
- B. Science with Certification
- C. Math
- D. Social Studies
- E. Foreign Language with License
- F. Business Technology
- G. Industrial Technology or Family and Consumer Science
- H. Reading
- I. In-School Suspension Supervisor
- J. Jr. ROTC
- K. Access Center Coordinator

Any Title I personnel on the secondary level will be laid off by discipline.

c. Both Levels

Visual Arts, Performing Arts, Physical Education including Adaptive Physical Education, Remedial Reading, Guidance Counselors, Adjustment Counselors, Case Workers, Social Workers, English Language Learners, Special Needs Teachers, Speech Therapists, Teachers of Visually Handicapped, Planetarium Director, Library Media Specialists, Health Educators, Physical Therapists, Occupational Therapists, \*Computer Specialists.

\*In order to qualify for placement on the Computer Specialist List, a teacher must be teaching at least one (1) Computer Course as a graded subject at least five (5) periods per week, and possess the following:

1. Possession of an Instructional Technology License-All Levels
2. A minimum of six (6) college credits in Computer Education.

2. **Seniority**

- a. Subject to the provisions of E, seniority shall be defined as the length of continuous full-time and/or regular part-time service in the Taunton Public Schools in a Taunton Education Association bargaining unit position.
- b. In determining seniority, part-time service will be pro-rated commencing September 1, 1986. All part-time service prior to September 1, 1986, will be grandfathered and therefore not pro-rated. Seniority shall be computed from the date of the School Committee appointment reflected in the original School Committee Minutes. In the event of a tie, the date of signature on the initial individual employment contract shall be used to determine the order of seniority. Any remaining ties shall be broken by the level of education of each employee involved as reflected in Appendix A of this Agreement. In the event of further ties, a lottery shall be conducted.
- c. For teachers hired on or after September 1, 1981, bargaining unit seniority shall be computed from the date of initial employment in a Taunton Education Association bargaining unit position. In the event of a tie, the level of education of each employee involved, as reflected in Appendix A of this Agreement, shall determine the order of seniority. In the event of further ties a lottery shall be conducted.
- d. Members of the bargaining unit who worked as permanent substitutes for nine (9) or more consecutive months in the same position just prior to commencing employment as members of this bargaining unit, and were not credited for such time for seniority purposes because they were not given a contract, will be given seniority credit for such time.

**3. Certification**

Certification shall mean official credentials currently on file with the Massachusetts State Department of Education, Bureau of Teacher Certification. For the purpose of this Article, teachers who are legally exempt from certification shall be considered as certified only in the disciplines in which they have taught in the Taunton Public Schools.

**4. Seniority List**

a. The Superintendent of Schools, by February 1st of each school year, shall post a seniority listing by disciplines. Personnel may appear on the seniority list in more than one (1) discipline (as defined above) if they are teaching or have taught in the Taunton Public Schools in accordance with Section E. The aforementioned seniority list shall be forwarded to the President of the Taunton Education Association and posted in all buildings. Teachers with the greatest length of seniority (as previously defined) in the Taunton Public Schools will be listed first in each discipline; teachers with the least amount of seniority will be placed last on the list.

b. Employees will have twenty (20) calendar days from the date of the posting of the Seniority List to notify the School Department of a challenge to the list. Said challenge shall be in writing to the Superintendent of Schools and shall specify the nature of the challenge.

The Superintendent will then have ten (10) calendar days to respond in writing to the challenger and any other affected party. If the challenge remains unresolved, the time limits for a grievance will begin with the date of the Superintendent's response.

If no challenge is made within the twenty (20) calendar days, outlined above, the list will stand for that year and no grievance will be considered. A teacher's placement on the list may be challenged and/or grieved, if need be, in a subsequent year pursuant to the time limits set forth above.

The School Department will post a list of individuals on unpaid leaves of absence for the school year of the Seniority List. This leave list will also be posted on February 1st.

**5. Leaves of Absence**

Unpaid leaves of absence provided in this Agreement and/or approved by the School Committee shall not be deemed to interrupt continuous service. Such leaves will not be counted towards seniority. Teachers on leave of absence shall be eligible to be laid off as though they were currently serving on active duty.

## **H. Notification**

Whenever possible, written notification of pending layoff will be completed by June 15 for the following school year. In the event of a decision to RIF, those staff members being laid off will be given a minimum of thirty (30) calendar days' written notice.

## **I. Recall**

While the previous sections of this Article apply only to teachers with professional teacher status, teachers without professional teacher status as well as teachers with professional teacher status shall be granted full coverage under Section G as follows:

1. Teachers laid off due to reduction-in-force will be placed on the recall list for two (2) complete years from the effective date of layoff. The effective date of layoff shall be the last day worked by the teacher. In cases where the last day worked is the last day of the school year for teachers, such effective date shall be the day before the first day of the next school year for teachers.
2. Teachers on the recall list shall be deemed to be on leave of absence from the Taunton Public Schools for the duration of the recall period, but such time shall not count toward professional teacher status.
3. Teachers on the Recall List will be recalled to vacancies in their last previous teaching field in the reverse order of their layoff. Teachers on layoff will also be offered job openings in other disciplines in which they hold certification (in reverse order of layoff) provided that there are no current faculty members on layoff from such disciplines. The previous sentence shall not apply to a position which involves a promotion or duties in addition to teaching, as defined in Article XIII, nor shall the preceding sentence apply to the position of In-School Suspension Supervisor which is listed in Section E 1 above.

NOTE: All employees with professional teacher status who are certified in the disciplines set forth in Section E1, will be recalled before employees without professional teacher status certified in those disciplines.

4. When a vacancy occurs to which a teacher is entitled to be recalled, as set forth above, the appropriate teachers on the recall list will be notified, by certified mail, at their last recorded address. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fourteen (14) calendar days of the mailing date of the recall notice shall be considered a rejection of such offer, and the teacher shall be dropped from the recall list. The recall notice will include the date when the employee is to commence work. The employee who accepts recall must commence work on the date set forth in the recall notice unless prevented from doing so by illness, injury, or disability from which the teacher is expected to return to work. During

the recall period, no teacher shall be dropped from the Recall List unless that teacher failed to accept a position which is in the bargaining unit, and which provided equivalent hours of employment to the position held by said teachers at the time of layoff. It shall be the responsibility of the personnel on the recall list to inform the Office of the Superintendent of Schools, in writing, of changes of address.

5. Teachers on the recall list shall have priority in filling vacancies, as hereinbefore set forth. No new personnel shall be hired to fill such vacancies until all appropriate teachers on the Recall List have been offered the vacancy pursuant to the provisions of this Section. The recalled employee shall be considered a regular employee for purposes of the benefits of this Contract, as per Section H-10, except in cases of vacancies caused by paid leaves of absence, in which case employees will accrue sick leave at the rate of one and one-third (1 1/3) days per month, and not be able to use their accumulated sick leave.
6. A teacher who was reduced from a full-time position and is on the Recall List may accept a part-time position and retain his/her eligibility to be assigned to a full-time position for the subsequent school year; and an analogous right shall exist for a teacher who may be reduced from a part-time position, accept the full-time position, and wish to retain eligibility for assignment to a part-time position for the subsequent school year.
7. In the event that two (2) or more positions become simultaneously available, so that the teacher awaiting recall on the list may be assigned more than one (1) position, the Committee will make every effort to assign the eligible teacher to the available position most comparable to that position from which the eligible teacher was laid off. The eligible teacher will be consulted with respect to his/her opinion of which available position is the most comparable position prior to the assignment being made; however, the Superintendent has the final decision with respect to assignments.
8.
  - a. Notwithstanding Sections 4 and 5, if a vacancy is for less than forty (40) school days, and there are employees on the Recall List eligible to be recalled to said vacancy, said employee(s) need not accept such recall, and the employee(s) will maintain his/her place on the recall list. If the employee(s) does accept said recall, and then a vacancy occurs for a more than forty-day period, said employee(s) will be given the opportunity to accept the longer position.
  - b. Failure to accept the longer than forty-day position shall mean that the employee will be dropped from the Recall List. Any employee who accepts a vacancy for less than forty (40) days will be placed on their proper salary step and track, and they can accrue sick leave at the rate of one and one-third (1 1/3) days per month. The employee will not be able

to draw on previously accumulated sick leave, nor will the employee accrue seniority or placement on additional seniority lists.

9. Teachers on the recall list will be given first priority in filling substitute teaching vacancies in their field(s) of certification and/or experience.
10. Subject to the provisions of applicable law and the insurance policy, teachers on the Recall List shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of the layoff; provided, however, that the teacher pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and there shall be no contribution by the Committee or the City for such teacher's insurance.
11. Upon return to employment from the Recall List, teachers will have accumulated to their accounts the same number of sick days and personal days which they had accumulated at the time of their layoff. Teachers laid off during the school year, upon return, will be placed on the next step of the salary schedule, if they had served for a minimum of ninety-two (92) days during the year of layoff.
12. The only benefits accorded to teachers who have been laid off due to reduction-in-force and who are on a Recall List, are those specified in this Article. All other benefits gained by teachers as a result of this or successive collective bargaining agreements will be received only by those teachers actively employed.
13. Except as set forth below, nothing in this Article shall act so as to diminish the rights of teachers under Chapter 71, Sections 41 and 42, of the General Laws of the Commonwealth of Massachusetts. In recognition of the fact that a layoff is treated as a leave of absence in this Article, a teacher who accepts such a leave in lieu of dismissal shall waive, in writing, any present or future rights to a dismissal hearing which he or she may have pursuant to Chapter 71, Sections 42 and 42 a. A teacher may elect to have his/her layoff treated as a dismissal, in which case such teacher shall be afforded full statutory rights.

### **ARTICLE XIII PROMOTIONAL VACANCIES**

#### **A. Notice**

1. Whenever, during the school year, any vacancy occurs in a professional position, which involves a promotion or duties in addition to teaching, the Superintendent shall post the notice thereof as far in advance of an appointment as possible, upon the Taunton Education Association's bulletin board in every school and on the Taunton Public Schools website. Vacancies which may occur during the summer, i.e. June through August, will be posted on the Taunton Public Schools website.

2. Notice of a vacancy shall state the qualifications for the position, its duties, the rate of compensation, and the date by which any applicant must file his/her written application with the Superintendent's Office. Once announced, the qualifications for a particular position shall not be changed in the event of future vacancies, unless the School Committee, in such event, shall give written notice to the Association of such a change, together with the reasons for the change. Except on a temporary or emergency basis, vacancies shall not be filled within ten (10) days from the date notice is first posted or advertised, as the case may be.

## **B. Appointments**

1. All qualified teachers will be given adequate opportunity to make applications for such positions, and the Committee agrees to give strong consideration to the professional background and attainments of all applicants, the length of time each has been in the Taunton School System, and other relevant factors. Appointments will be made no later than sixty (60) days after the notice is posted in the schools or giving of notification to the Association.
2. Nothing contained herein shall be deemed to limit the discretion of the School Committee to fill or not to fill any position as they shall determine as being in the best interests of the School Department of the City of Taunton.
3. The Superintendent, acting in the best interest of the Taunton School System, shall have the authority to appoint a qualified person from within the System to fill administrative bargaining unit positions on a temporary basis in accordance with the procedures set forth in a memorandum of agreement which is set forth at the back of this contract and is a part of this contract.

## **C. Seniority**

Notwithstanding Article XII, Section E, any member of this TEA bargaining unit who accepts any promotional position covered by an Individualized Principalship Contract, the Taunton Administrators Association bargaining unit, or in Central Administration in Taunton, who then voluntarily returns to the TEA bargaining unit within three (3) years of the date of employment in the administrator's position, shall have restored to him/her all seniority previously accrued in the TEA bargaining unit. Seniority accrued while in administration shall not count towards years of service in the TEA bargaining unit. Upon return, the employee will be assigned to a comparable position to the one they vacated, if possible.

**ARTICLE XIV  
PAID TEMPORARY LEAVES OF ABSENCE**

**A. Personal Leave**

1. Employees shall be entitled to three (3) days' leave for personal reasons. Application for such leave shall be made at least twenty-four (24) hours before taking such leave (except in cases of emergencies), and the applicant shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section.
2. The first twelve (12) people who apply for a personal day for any one (1) day will be granted said day; additional people beyond twelve (12) per day may be allowed that personal day at the discretion of the Superintendent. Individuals who apply to take a personal day immediately prior to/or immediately after the December, February or April vacation periods as well as during the last week of school shall submit their application for such leave, in writing, at least three weeks prior to the requested date except in cases where there are unforeseen circumstances.
3. Personal days may be accumulated to a maximum of six (6) days, but three (3) consecutive days may not be taken without the approval of the Superintendent whose decision shall be final. No employee will be allowed to carry more than three (3) personal days into the following school year.
4. Once an employee has requested a personal day or a professional day as outlined in Section G below, he/she must utilize that day or provide the Superintendent's Office with adequate notice to either (1) reassign a substitute hired for the day, or (2) cancel the hiring of the substitute. This notice must be made to the appropriate employee at the Superintendent's Office. Failure to provide said notice, as required by this Section, will result in the loss of a personal or professional day by the employee.
5. All personal leave requests will not be submitted prior to July 1 of the school year to which the requested time applies.

**B. Association Days**

Employees shall be entitled to a total of three (3) days' leave to attend meetings related to the official business of the Taunton Education Association, which requires attendance during the school day. No more than three (3) teachers will be absent at any one time under the provisions of this Section. However, on the dates of the MTA Annual Meeting the total number of delegates elected for this meeting will be allowed to attend.

**C. Bereavement Leave**

1. Employees shall be entitled to a total of five (5) days' leave in the event of death in the teacher's immediate family or other person living in the teacher's household. Immediate family should be defined as the spouse, child, parent, stepchildren, mother-in-law, father-in-law, brother, sister, son or daughter-in-law, grandparent, grandchildren, step-parent or step sibling. These days will be consecutive calendar days starting the day after the person's death. Legal holidays and weekend days will not be counted against the bereavement leave.
2. There will be three (3) days' leave in the event of death of the teacher's brother-in-law, sister-in-law, , niece, nephew and one (1) day's leave in the event of death of the teacher's aunt, uncle or cousin.
3. The Superintendent will authorize additional bereavement leave days when necessitated by the existing circumstances. This may also include time necessary to attend the funeral of a close friend or relative not mentioned above.

**D. Religious Leave**

Employees shall be entitled to three (3) days' leave for religious holy days.

**E. Leave for Legal Proceedings**

Employees shall be entitled to the time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system or in cases where a teacher is subpoenaed by a court for any reason.

**F. Jury Duty**

Employees shall be entitled to the time necessary to serve as a juror. The Committee will pay the teacher the difference between the teacher's regular daily rate of compensation and the compensation received for jury duty.

**G. Professional Leave**

Employees shall be entitled to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Said professional days will require prior approval of the Superintendent, upon receipt by the Superintendent of a written request from the employee. Employees who have requested professional days must comply with Section A 4, above.

**H. General**

Leaves taken pursuant to this Article will be in addition to any sick leave to which the employee is entitled. No employee shall be required to arrange for his/her own substitute.

**ARTICLE XV  
SABBATICAL LEAVE**

Desiring to reward professional performance and encourage independent research and achievement, the Committee initiates this policy of Sabbatical Leave for teachers to be granted upon recommendation by the Superintendent (or his/her designee) for approved scholarly programs carried on in, or under the direction of an academic institution, subject to the following conditions:

**A. Conditions for Request**

1. No more than three percent (3%) of the staff shall be absent on Sabbatical Leave at any one time.
2. Requests for Sabbatical Leave must be received by the Superintendent (or his/her designee), in writing, in such form as may be required by the Superintendent (or his/her designee) no later than April 1 of the year preceding the school year in which the Sabbatical Leave is requested.
3. The employee must have completed at least seven (7) consecutive years in the Taunton School System.

**B. Compensation**

1. The employees on Sabbatical Leave will be paid at one-half of their annual salary rate, provided that such pay, when added to any program grant, shall not exceed the employee's full annual salary rate.
2. The failure of an employee to complete the proposal as submitted and approved shall result in the recapture by the school department of the appropriate percentage of the salary paid to the employee based upon the pro-rata schedule of the program not completed as proposed. The foregoing shall not apply to circumstances where the sabbatical leave proposal is not completed because of employee illness or other circumstances beyond the employee's control.

**C. Conditions Upon Return**

1. The employee shall agree to return to employment in the Taunton School System for one (1) full year in the event of a one-half (1/2) year's leave, or for two (2) full years in the event of a full year's leave.
2. Upon such return, the employee shall be placed on the appropriate step on the salary schedule as though such employee had not been on leave.

3. An employee returning from leave under this Article shall have the right to return to the grade level or department as well as to the school to which he/she was assigned as of the commencement of the leave, unless there has been an elimination of courses or programs, reduction-in-force, or other change which makes such an assignment impossible; in which case, the assignment shall be to as nearly a comparable position as possible. Upon return, all benefits which were accumulated on the date the leave began shall be restored.

## **ARTICLE XVI UNPAID EXTENDED LEAVES OF ABSENCE**

### **A. Peace Corps/Exchange Teacher Leave**

A leave of absence, without pay, of up to two (2) years, will be granted to any employee who joins the Peace Corps or who serves as an exchange teacher overseas.

### **B. Military Leave**

Military leave, without pay, will be granted to an employee who is inducted, or enlists, in any branch of the Armed Forces of the United States.

### **C. Return from Peace Corps/Exchange Teacher/Military Leave**

Upon return from a leave taken under Sections A or B above, an employee will be considered as if he/she were actively employed by the Committee during the leave, and will be placed on the step of the salary schedule he/she would have achieved had he/she not been absent.

### **D. Public Service/Career/Child Care/Personal Leave**

The Superintendent shall grant all requests for one (1) year leaves of absence, without pay, for public service, career exploration, child care, or other personal reasons. Career leaves shall not be granted for teaching in another elementary or secondary school system unless it is a sufficiently different teaching experience as determined by the Superintendent of Schools, whose decision shall be final.

### **E. Family Medical Leave Act (FMLA)**

1. The Collective Bargaining Agreement will prevail except in those instances where the FMLA provides greater benefits.
2. A family and/or medical leave of absence is defined as an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave in any twelve (12) month calendar period (including summer months).
3. The Committee shall not require the use of paid leave.

4. Employees will be responsible for forwarding their share of health and life insurance premiums (25%) to the City's Treasurer's Office on a monthly basis in accordance with the City's premium payment schedule.
5. "In Loco Parentis" relationships shall be established by a statement in the leave application that the applicant is responsible for the care of the person.
6. FMLA leaves shall be available to all bargaining unit members who are currently eligible to participate in the City's health insurance plans.
7. The employer may request a second opinion at the employer's expense.
8. Bargaining unit employees married to other bargaining unit employees shall each be entitled to full FMLA leave.

**F. Discretionary Leaves**

Other leaves not mentioned herein may be granted at the discretion of the Superintendent.

**G. Notification of Return**

Any employee taking a leave under this Article must notify the Superintendent, in writing, by April 15th in the calendar year in which his/her leave expires, of his/her intention to return to the school system. Failure to comply with this requirement will be considered as a resignation.

**H. Return From Leave**

1. An employee returning from leave will be placed on the next step of the Salary Schedule if he/she had been actively employed by the Taunton School System for more than ninety-one (91) days in the year during which the leave commenced.
2. An employee returning from leave of not more than one year shall have a right to return to the grade level or department, as well as to the school to which he/she was assigned at the commencement of the leave, unless there has been an elimination of courses or programs, reduction in force, or other change that made such an assignment impossible, in which case the assignment shall be to as nearly comparable a position as possible. Upon return, all benefits that were accumulated on the date the leave began shall be restored.
3. If an employee is returning from a leave longer than one full year, the Superintendent will make every effort to assign the individual to the grade level and/or department to which he/she was assigned at the commencement of the leave. The Superintendent's decision shall be final.

**ARTICLE XVII  
MATERNITY AND ADOPTION LEAVE**

**A. Parental Leave**

An employee may elect either of the following parental leaves, subject to the conditions of this Article:

**1. Short-term leave**

- a. Upon receipt of at least two (2) weeks' written notice of his/her anticipated date of departure and intention to return, the Superintendent shall grant a leave of absence for up to eight (8) weeks. Said leave shall be without pay except that an employee taking such leave shall be eligible for the sick leave benefits set forth in Article XXV of this Agreement.
- b. This leave may be extended by the employee due to medical complications resulting from pregnancy.

**2. Extended leave**

In the event an employee desires a leave longer than the eight (8) weeks provided by Statute, the following shall apply:

- a. Said leave shall only be available to employees who have completed one (1) full year of satisfactory service in the Taunton Public Schools.
- b. Under normal conditions, the Superintendent shall be notified, in writing, at least thirty (30) days prior to the expected date of the beginning of said leave.
- c. Said leave shall be without pay, except that an employee taking such leave shall be eligible for the sick leave benefits set forth in Article XXV of this Agreement for the period of actual disability caused or contributed to by pregnancy, childbirth, and recovery therefrom.
- d. Said leave should begin at a time corresponding with the beginning of the school year, semester, vacation period or marking period, provided that, up to this time, the employee can, in the opinion of her physician, perform her normal duties.
- e. Said leave shall end at the close of the school year following the birth, the next close of the school year, or at the end of a semester, vacation period, or marking period. The return date must be elected at the time the notice of date of departure and intention to return is given. In addition, if the leave is to end at the close of the school year, the person must notify the

Superintendent, in writing, by the April 15th just prior to the close of school year of her intention to return to the school system. Failure to comply with this requirement will be considered as a resignation.

**B. Fifth Disease**

Any employee who obtains a medical authorization which indicates that she should not work due to the presence of "Fifth Disease" shall be allowed, at her discretion, a leave from work under one of the following options:

1. Leave shall be charged against accumulated sick leave;
2. Leave shall be taken without pay.

In all cases, the school system administration recommends that teachers follow the advice of their physician. In no way will an individual's absence from work due to "Fifth Disease" be a deterrent to continued employment in the Taunton School System.

NOTE: This policy would refer to at-risk employees (pregnant women) or other high risk groups as designated by the Massachusetts Department of Public Health with respect to "Fifth Disease."

**C. Adoption Leave**

An employee who wishes to legally adopt a child and who has completed one (1) full year of satisfactory service in the Taunton Public Schools shall be eligible for the leave provided in Section A 2, above, subject to the provisions of that Section, except that said employee shall not be entitled to sick leave benefits. An employee with less than one (1) full year of satisfactory service, who legally adopts a child, may take an unpaid leave of up to eight (8) weeks. In addition to the requirements of Section A 2, above, an employee must notify the Superintendent, in writing, that his/her household has been approved as an adoptive home as soon as possible in order that the school department may plan for appropriate staffing to cover adoption leave.

**D. Miscarriage/Death of Child**

In the event of a miscarriage or the death of the child prior to the termination of a leave of absence, the person may make written application for reinstatement prior to the previously established date. Such application will be granted by the Superintendent of Schools in cases where an acceptable vacancy exists.

**E. Rights Upon Return from Leave**

1. An employee returning from leave will be placed on the next step of the Salary Schedule if he/she had been actively employed by the Taunton School System for more than ninety-one (91) days in the year during which the leave commenced.

2. An employee returning from leave shall have a right to return to the grade level or department, as well as to the school to which he/she was assigned at the commencement of the leave, unless there has been an elimination of courses or programs, reduction in force, or other change that makes such an assignment impossible, in which case the assignment shall be to as nearly comparable a position as possible. Upon return, all benefits that were accumulated on the date the leave began shall be restored, minus any sick leave that may have been used while on the leave.
3. If an employee is returning from a leave longer than one full year, the Superintendent will make every effort to assign the individual to the grade level and/or department to which he/she was assigned at the commencement of the leave. The Superintendent's decision shall be final.

## **ARTICLE XVIII PROFESSIONAL IMPROVEMENT**

### **A. Salary Adjustments**

Any teacher receiving credits which entitles him/her to any salary changes involving earned increments or degrees shall upon presentation by September 15 or January 15 of any school year to the Superintendent of Schools by said teacher of an official paper (not electronic) transcript in a sealed envelope demonstrating courses completed, be compensated at the new salary rate commencing with the salary installment for the first full pay period following either October 1 or February 1. Salary adjustments for degree columns shall only be made two times per year; either the first full pay period following October 1, or February 1 and shall not be retroactive to the date of the presentation of the official transcript.

Retroactive adjustment of salary can occur if the Committee is unable to make the pay adjustment in time for the first full pay period following either October 1 or February 1, for any timely wage adjustment requests received.

### **B. In-Service**

The Taunton Public Schools will make professional development opportunities available to all interested core academic teachers and career vocational technical teachers to assist them in meeting the DESE Sheltered English Immersion (SEI) requirements. These opportunities may include: The full SEI course, the two (2) abridged courses, and a locally created test preparation course which would prepare the educator for the option of receiving the SEI endorsement by passing an online test. These professional development opportunities shall be voluntary and non-compensable.

**C. Professional Improvement Sessions**

The Committee will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent or his/her designee.

**D. Lateral Movement Beyond a Master's Degree**

1. Lateral movement beyond the Masters' track requires graduate credit. Any courses taken from September 1, 1981, up to September 1, 1986, while employed in the Taunton School System, will be grandfathered.
2. Beginning with the 1998-99 school year, a Masters plus 60 (M+60) column will be added to the salary schedule. Employees who are eligible to move to this column must comply with Section C of this Article. All credits earned prior to September 1, 1998 will be grandfathered for purposes of lateral movement to the M+60 column. All credits earned after September 1, 1998, in order to qualify for the M+60 column, must be focused on the teacher's assignment at the time the course is taken. The courses must be approved in advance by the Superintendent.

**E. Professional Development Program**

There will be a professional development program which will allow each employee an opportunity for a maximum of fifteen (15) hours of professional development per year (July 1-June 30). This program will be developed by the PD Council and administered by the Administration. The TEA shall be entitled to appoint two (2) members to the PD Council. The offerings in this program will be provided outside of the regular work day and/or work year. Participation by employees in these offerings will be voluntary.

Employees who do participate will be compensated at the rate of twenty-five dollars and fifty cents (\$25.50) per hour for FY19, twenty-six dollars (\$26.00) per hour for FY20, and twenty-six dollars and fifty cents (\$26.50) per hour for FY21. The hours do not necessarily have to be consecutive. After all employees have had an opportunity to obtain fifteen (15) hours of professional development, the Superintendent may, at his discretion, allow employees to participate in additional ten (10) hour programs to be paid as outlined above.

**ARTICLE XIX  
COURSE REIMBURSEMENT**

**A. Provisions for Course Reimbursement**

The Committee shall reimburse employees one-half (1/2) of the tuition and fees required to attend a class up to nine hundred dollars (\$900) per fiscal year (July 1 - June 30). Said course must be approved prior to the first class session of the course by the Superintendent or Assistant Superintendent and must be related to the employee's area of teaching responsibility. Reimbursement shall be contingent upon the employee's

obtaining a satisfactory grade in any such course according to the standards of the institution, and submitting evidence of such satisfactory completion to the Superintendent within 45 days after completion of the course.

A subcommittee made up of members from the TEA, TAA, TESAA and the School Committee shall meet to collaboratively develop guidelines and parameters around what on-line courses will be accepted toward both course reimbursements and wage adjustments.

**B. Application for Course Reimbursement/Maximum Allotment**

Notwithstanding the provisions of Section A, the maximum amount to be expended by the Committee for such course reimbursement shall be fifty-five thousand dollars (\$55,000) during each fiscal year. Professional employees applying for course reimbursement will be chosen on a first-come, first-served basis. The Superintendent shall maintain a list of those employees who have made application for and have been granted such reimbursement.

An employee may apply for reimbursement for a second course in any fiscal year and will receive one-half of up to nine hundred (\$900) dollars for a second course pursuant to the procedures set forth in Section A above, provided that there are funds available in said Course Reimbursement Account on June 30th after reimbursing all employees who have taken only one (1) course. After all first and second requests have been processed, and provided that there is still money left in the Course Reimbursement Account, employees can receive one-half (1/2) of up to nine hundred (\$900) dollars for a third and subsequent courses pursuant to the procedures set forth in Section A above, and provided that said courses are submitted for approval to the Superintendent prior to June 1<sup>st</sup> and prior to the first class session of the course.

**ARTICLE XX  
TEACHER EVALUATION**

**A. Personnel Files**

1. Teachers will have the right, upon request, to review the contents of their personnel files, folders, cards, and records in the presence of the Superintendent (or his/her designee), and to make copies of such contents and records as concern their work or themselves.
2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel files unless the teacher has had an opportunity to review the material with the administrator who has made the particular appraisal. The teacher 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.

3. The teacher will also have the right to submit a written answer to such material, and the answer shall be reviewed by the Superintendent (or his/her designee) and attached to the file copy.

**B. Complaints**

Any serious complaints regarding a teacher made to any member of the administration by any parent, student, or other person, will be promptly called to the attention of the teacher by the administrator involved. The teacher will be advised of the nature of the complaint and the name of the party making the complaint.

**C. Discipline**

The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded, he/she may request that a representative of the Association be present. All disciplining or reprimanding shall take place in private.

**D. Just Cause**

No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Nothing in this Section shall in any way inhibit or diminish the authority granted the Committee by Statute, with respect to a decision not to renew teachers without professional teacher status.

**E. System of Evaluation**

The Superintendent will provide each new member of the bargaining unit, with a copy of the current evaluation system during the teachers initial three (3) weeks of employment. The current evaluation system is hereby set forth as Appendix K and incorporated herein by reference into this Contract.

**ARTICLE XXI  
SPECIALISTS AND SPECIAL PROGRAMS**

**A. Specialists**

The Committee and the Association join in recognition of the fact that an adequate number of competent, supportive specialists is essential to the operation of an effective educational program.

## **B. Special Programs**

The Association acknowledges the responsibility of the administrative staff to propose the introduction of specialized programs based on the overall needs of the educational program. Likewise, it understands the prerogative of the administrative staff to recommend competent specialists who will make the specialized program totally effective.

## **C. Association Input Into Specialists' Positions**

1. The Committee recognizes the concern of its professional personnel for the provision of supportive personnel and programs. Consequently, the Committee invites the President of the Association to submit, in writing, before June 15 of each school year, a list of suggested positions that seem necessary to the continuing progress of the educational program, together with the rationale for each position.
2. The list may include any category within the Pupil Personnel Division and/or other specialized supportive areas, such as Visual Arts, Department of Performing Arts, Physical Education, et al. Only positions which would be categorized as instructional-academic areas would be omitted from such a list.
3. The list of suggested positions would be brought to the attention of the Committee no later than the following October 15, with appropriate recommendations for action by the Superintendent's staff.

## **ARTICLE XXII PROTECTION**

### **A. Reporting Assaults**

Teachers will immediately report, in writing, all cases of assault suffered by them, in connection with their employment, to the Superintendent of Schools. This report will be forwarded to the Committee, which will comply with any reasonable request from the teacher for information in its possession relating to the incident or persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

The Parties agree to refer to the JLMC to study the number and nature of assaults and the administrative response to said assaults and to make recommendations to the School Committee to create the most safe system-wide work environment.

### **B. Reimbursement for Damage to Clothing or Personal Property**

A Professional employee who claims that he/she has sustained damage to his/her clothing or other personal property as a result of breaking up fights in connection with their employment involving at least one (1) student, or as the victim of an assault and battery,

while on school property or at school sponsored events or trips, shall be reimbursed by the School Committee for such loss. There shall be a cap of two hundred dollars (\$200.00) per person per incident. If the employee has insurance to cover any such damage, then the payment authorized herein will cover any deductible required or damages not covered by insurance, again subject to the two hundred dollar (\$200.00) cap.

**C. Protective Clothing**

Upon request of an employee, the Committee will make available, without cost, frocks, coats, aprons, and other similar garments for use by those professional employees who are engaged in teaching activities which could be damaging to their personal clothing.

**ARTICLE XXIII  
ACADEMIC FREEDOM**

Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher (provided such activities do not take place during working hours) or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

**ARTICLE XXIV  
PAYROLL DEDUCTIONS AND AGENCY FEE**

**A. Dues Deductions**

The Committee agrees to deduct from the salary of its employees' dues for the Taunton Education Association, Bristol County Education Association, Massachusetts Teachers Association, and the National Education Association, and to transmit the monies promptly to the Treasurer of the Taunton Education Association. Teacher authorization shall be in writing, on a form determined by the Treasurer of the Taunton Education Association.

**B. Bank/Credit Union Deductions**

The Committee will make payroll deduction for the Taunton Federal Credit Union upon receipt of written authorization by the teachers, and transmit the money so deducted to the Taunton Federal Credit Union on a payroll basis.

The City of Taunton will make payroll deductions for any bank or credit union for all teachers through the direct deposit pay system. Direct deposit will be mandatory for all TEA members.

## C. Annuity Deductions

1. The Committee will, upon written request of a professional employee, enter into an agreement with said employee to reduce the amount of his/her salary to the extent permitted by Section 403 of the Internal Revenue Code, as amended, and to apply the amount of said deduction in salary to the purchase of a tax sheltered annuity plan for said employee(s).
2. Deductions will be made in equal amounts each pay period by the Committee from the employee's paycheck.
3. To be effective for a school year, annuity enrollment applications must be filed by the fourth (4<sup>th</sup>) Friday of September. Employees wishing to enroll in an annuity shall do so through the payroll clerk at the Central Office of the School Department. Enrollment applications will be delivered by said clerk to the Treasurer's Office on the Monday following the fourth (4<sup>th</sup>) Friday of September.
4. Changes (i.e., additions to or deductions from the annuity amount) may be made in January to be effective in February, and in April to be effective in May. Changes shall be made through the payroll clerk at the Central Office of the School Department.
5. Contributory 403(b) Program

All new employees hired on or after July 1, 2007, will not be eligible for the retirement benefit in section F of Article XXV.

All employees who first begin work with the School District on or after July 1, 2007 shall be eligible to participate in a tax deferred compensation plan of the employee's choosing. (They will not be eligible to the retirement benefit set forth in section F of Article XXV.) The School Committee shall provide up to a maximum of six-hundred and fifty dollars (\$650) (pre-tax) contribution at the end of the employee's first year of service if the employee contributes a matching amount to the plan. The employee may contribute more to said plan if the employee chooses to do so as long as the amount of the contribution is authorized by law.

Current employees will have the option to participate in the 403(b) matching program by giving written notice at the beginning of each school year to the Superintendent. Once these employees opt into the 403(b) program they are no longer eligible to receive a lump sum payment according to Article XXV F. The decision to participate in the 403(b) program is final.

Employees must sign the required forms by the fourth Friday of September in order to participate.

**D. Agency Fee**

The Committee agrees to require, as a condition of employment, that all employees except those employees certified as members to the Committee by the Association, pay annually or by dues deduction to the Association as of the thirtieth (30th) day subsequent to the effective date of this Agreement, or thirty (30) days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee equal to the amount required to become a member and remain a member in good standing of the exclusive bargaining agent and those with whom they are affiliated, to or from which membership dues are paid. Said amounts will be certified annually to the Committee by the Association.

**ARTICLE XXV  
SICK LEAVE**

**A. Annual Sick Leave**

All employees in the Taunton School Department shall be allowed full salary for absences due to personal illness, disease, or injury, whether or not received in the line of duty, during each school year. Employees shall receive, in the aggregate, fourteen (14) sick leave days in each school year, during which the employee is in active service, and such leave shall accumulate without limit. Employees will be allowed, subject to the approval of the Superintendent or his designee, to use up to fourteen (14) days per year in cases of family illness. The sick leave provisions for first year teachers to the Taunton School System are set forth in Section D of this Article.

**B. Additional Sick Leave**

When the scheduled total leave of an employee with professional teacher status has been fully used in prolonged absence resulting from injury, disease, or illness, at the written request of the employee, the School Committee may, at its discretion, provide additional leave for such employee during the remainder of the school year for such periods as deemed reasonable by the School Committee and in the best interest of the school system.

**C. Workers' Compensation**

1. Whenever an employee is absent from school as a result of personal injury compensable under the Massachusetts Workers' Compensation laws, caused by an accident arising out of and in the course of his/her employment, he/she may elect to charge all or part of such absence during the period of temporary disability, due to the accident, to sick leave, in which event he/she shall receive the sick leave pay to which he/she is entitled for the period so charged, less the amount of any Workers' Compensation award made for temporary disability due to said injury for any period for which sick leave is paid. In the absence of such election, such employee shall not receive his/her sick leave payments during the period of

his/her absence for temporary disability due to the accident, and his/her sick leave credit shall not be reduced by any reason of any Workers' Compensation payment he/she may receive for temporary disability due to injury.

In the event the employee elects to combine Workers' Compensation payments with sick leave, the employee will lose that percentage of what the Committee pays in sick days. For example: Workers' Compensation pays two-thirds, the Committee pays one-third, and the employee loses one-third of a sick day.

2. Notwithstanding Section C1 above, when a professional employee is injured as a result of an assault in the performance of his/her duties, and must be absent from school due to such injury, the School Committee shall pay the professional employee his/her full salary for the first five (5) days of absence, and the professional employee shall not suffer loss of any sick days for this period of time. In addition, when a professional employee is injured as a result of an assault in the performance of his/her duties, and must be absent from school due to such injury, the School Committee shall pay the professional employee his/her full salary, less the amount of Workmen's Compensation payments, for the entire period of such absence. Such absence will not be charged to annual or accumulated sick leave and no portion of the full salary payment will be charged to the professional employee's sick leave.
3. In all such cases of extended leave, the School Committee shall request a statement from the attending physician certifying as to the nature of the injury, disease, or illness, and the inability of the employee to resume teaching duties.

#### **D. Sick Leave for First Year Employees**

In the case of first year employees in the Taunton School System, sick leave shall accrue at the rate of 1.40 days per month during the school year. Said employees may use that school year's sick leave prior to its accrual up to fourteen (14) days. In the event an employee borrows leave in advance, as provided in this Section, and terminates employment with the Taunton School System prior to actually earning such leave, the employee agrees that an amount equal to the amount of used but unearned sick leave days multiplied by 1/184 of his/her annual basic salary will be deducted from his/her final paycheck.

#### **E. Physician's Certificate**

Employees may be required to furnish a doctor's certificate from an attending physician for each sickness which extends beyond three (3) consecutive workdays. Said certificate, if required, shall be paid for by the Committee. The Committee reserves the right to have an independent physician examine any employee, at the City's expense claiming sick leave, who in their opinion may not be entitled to same, and/or who may not be incapacitated to perform some official duties.

## **F. Severance Benefit Upon Retirement or Death**

### Upon Death:

Upon the death of an employee, his/her designated beneficiary (or if none, his or her surviving spouse, or if none, his or her estate) shall be entitled to a lump sum payment of forty-two percent (42%) of the accumulated sick leave/personal leave to which the employee was entitled upon the date of death.

### Upon Retirement:

Within thirty (30) days of the effective date of an employee's retirement, the City will purchase pre-tax a single premium 403(b) annuity contract from the Insurance Company or Agent, or will contribute to a 403(b) custodial account, approved by the City in an amount equal to the amount of the unused sick leave/personal leave that the employee has accumulated up to a maximum of forty-two percent (42%) of the employee's accumulated sick leave/personal leave on a per diem basis. For all Instructional Coaches, Counselors, Social Workers, TLC Supervisors, and Speech and Language Coordinators, their per diem will be calculated by excluding the stipend from the numerator and using 184 days as the denominator. The payment of such premium or such contribution by the City shall constitute full performance and complete discharge of the City's obligation to the employee with respect to the payment of unused sick leave/personal leave allowances; and further that 403(b) annuity contract payments or 403(b) custodial account payments shall be made directly to the employee by the Insurance Company or Agent or custodian so approved by the City; and further that said 403(b) annuity contract purchase or 403(b) custodial account contribution is on behalf of the employee and so is not subject to the bidding requirements of MGL c.30B.

If the total amount of money to be contributed to the 403(b) annuity contract or 403(b) custodial account would cause the employee to exceed the limit for total 403(b) contributions for the employer and the employee for that year under the applicable limitations of the Internal Revenue Code, the City will instead purchase two (2) single premium annuities or make two (2) custodial account contributions. The first purchase will be within thirty (30) days of the effective date of an employee's retirement and will be in the amount of the maximum permitted amount for that year. The second purchase will be in the amount of the remainder of the total and will be made in January of the next year.

1. Current employees will have the option to participate in the 403(b) matching program (Article XXIV, C. 5), by giving written notice at the beginning of each school year to the Superintendent. Once these employees opt into the 403(b) program they are no longer eligible to receive a lump sum payment according to Article XXV F. The decision to participate in the 403(b) program is final.

**G. Sick Leave for Time Worked Beyond the Regular School Year**

Members of the bargaining unit shall be allowed one (1) additional day of sick leave for each four (4) weeks of school time worked beyond the regular school year and such persons will be allowed to accumulate sick leave without limit.

**H. Sick Leave Bank**

1. A Sick Leave Bank will be maintained for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident, and who require additional leave to make a full recovery from an extended illness.
2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the School Committee (not covered by another bargaining unit) to serve at its discretion, and two (2) members designated by the Association and one (1) alternate. In the event of a tie vote, the Sick Leave Bank Committee shall choose a mutually acceptable third party to break the tie. The decision of the third party shall be final. Meetings of the Sick Leave Bank Committee will be held after school during the Superintendent's office hours.
3. Qualified members of the Sick Leave Bank shall be limited to full time personnel, job sharers and employees who work at least half time, who are covered by this Agreement and who have accumulated at least twenty-one (21) sick days to gain initial entry to the Bank.
4. Each qualified member shall have his/her sick leave accumulation reduced by one (1) day. Those days shall be deposited in the Bank to be utilized by other Bank members who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness or injury.
5. Application for benefits shall be made, in writing, to the Sick Leave Bank Committee accompanied by a doctor's certificate as to the need for days and the anticipated extent of extended recovery time from illness. The Sick Leave Bank Committee reserves the right to contact the applicant's physician to substantiate and/or clarify the certificate. The Sick Leave Bank Committee reserves the right to have an independent physician examine any employee at the City's expense. No elective medical procedures are covered by the Bank.
6. Applications for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted and adequate medical notification has been provided, and in no event, unless the prolonged illness has exceeded ten (10) consecutive school days.

7. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed twenty (20) days.
8. Upon completion of the twenty (20) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant, but in no event shall an employee be granted more than one hundred eighty (180) days in a five (5) year calendar period, commencing on the date of the initial use of sick leave from the bank.
9. Subject to the foregoing requirements, a majority of the Sick Leave Bank Committee will determine the eligibility for the use of the Bank and the amount of leave to be granted.

In administering the Bank and determining the amount of leave, the following general criteria shall be applied by the Committee:

- a. medical evidence of serious extended illness;
- b. prior utilization of eligible sick leave;
- c. other factors as a majority of the Sick Leave Bank Committee may deem appropriate.

No days may be withdrawn from the Bank for any other illness other than prolonged illness or accident. Days may not be withdrawn to permit an individual to stay at home to care for other members of the family. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding, with any appeal limited to an appeal to the Bank Committee itself.

10. Exceptions to number 9, above, may be made for circumstances of extreme hardship. In cases of extreme hardship, application for benefits shall be made directly to the TEA Board of Directors accompanied by sufficient information as to the need for days and the anticipated time period of leave. The TEA Board of Directors reserves the right to request additional information. The TEA Board shall vote on the request and the vote requires a 4/5 majority to grant approval of days. The decision of the TEA Board shall be final and binding, with any appeal limited to an appeal to the TEA Board itself. The maximum days granted shall not exceed sixty (60) days. Any member granted days for extreme hardship shall repay the bank at a rate of two (2) days per school year until such time that the total number of days granted are repaid, or the member retires or resigns.
11. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the Collective Bargaining Agreement, except as modified by number 10, above, and on the same basis as other employees.

12. The unused days in the Sick Leave Bank shall be carried over from the current Contract to a successor Contract.
13. In the event the Sick Leave Bank goes under fifty (50) days during the term of this Agreement, all qualified members shall have their sick leave accumulation reduced by another day for deposit in the Bank.
14. Although not part of this Contract, employees of the Taunton School Department who are members of the Taunton Administrators Association will be allowed to join in the Sick Bank established by this Contract as if members of the Taunton Education Association, for that purpose only.
15. If a member is using Sick Leave Bank days while waiting for resolution of a workman's compensation claim and ultimately prevails on the workman's compensation claim, then the Employer will return the sick Leave Bank days used to the Sick Leave Bank.
16. Members who leave employment with the Taunton Public Schools may donate any unused sick leave days to the Sick Leave Bank.

**ARTICLE XXVI  
EARLY RETIREMENT INCENTIVE**

In order to provide an incentive for early retirement for those who so desire, and in order to preserve job opportunities for younger teachers who might otherwise now face a reduction in force, the parties agree as follows:

**A. Eligibility Requirements**

A teacher who is retiring from the Taunton School System at the conclusion of the school year, and who is age 55, 56, 57, 58, 59, 60, or 61 during the school year at the end of which he/she will retire, shall be eligible for the following one-time salary adjustment above his/her salary placement on the Salary Schedule:

55 years	35%
56 years	35%
57 years	34%
58 years	33%
59 years	32%
60 years	31%
61 years	30%

**B. Notice Requirements**

To be eligible for this program, a teacher must give written notice of intention to retire by April 15th of the school year preceding the year in which he/she plans to retire. Notwithstanding the above, in the event that the State offers an Early Retirement Incentive subsequent to the notice date requirement, said notice date shall be waived. This notice of retirement is final, and employees electing this provision must retire from the Taunton School System on the date indicated. Notices of intention to retire shall be kept confidential.

Retirement as used in this section shall mean that the employee has filed for and will receive or is receiving benefits from the Massachusetts Teachers Retirement Program. Written documentation of retirement status may be required by School Department personnel prior to the issuance of funds associated with this benefit.

**C. Commonwealth of Massachusetts Early Retirement**

Employees participating in Retirement Plus (Chapter 114 of the Acts of 2000) shall not be eligible for the contractual retirement benefit set forth in Section A of this Article.

**ARTICLE XXVII  
METHOD OF PAYMENT OF SALARIES**

**A. Payday**

1. All employees covered by this Agreement shall be paid every other week on Friday. There will be a paycheck on the Friday of the first full week of school. The week containing the Labor Day holiday shall be considered a full week of school.
2. Notwithstanding the above, employees who do not have adequate accrued leave to cover the last pay period in June shall not receive their last regular two week paycheck in accordance with this Section but will receive said paycheck by June 30th.

**B. Installments**

1. Employees will be paid in twenty-six (26) equal installments with twenty –one (21) installments paid during the school year and the five (5) remaining equal installments to be paid in a lump sum at the conclusion of the last day of the school year.

2. Effective September 1, 2013, only those employees who are currently being paid in twenty-one (21) equal installments from September through June, with no money deferred can retain this option. No other employees shall be eligible to opt for this method of payment.
3. Notwithstanding the requirement for "equal" installments in Sections 1 and 2 above, it is understood that annuity deductions may result in "unequal" installments.

**C. Appendix A**

The basic salary schedules applying to all employees covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof. Regular part-time personnel will be paid a pro rata salary.

**ARTICLE XXVIII  
TEXTBOOKS AND MATERIALS**

- A. Each child will be provided with instructional materials as needed for his/her learning experience.
- B. All teachers will utilize the computerized IEP system for preparing their filing of the IEP's. Training will be provided by the School Department.
- C. The Taunton Public Schools shall provide teachers with access to hard copies of teacher editions, teacher manuals, and other instructional materials.

**ARTICLE XXIX  
GROUP HEALTH AND LIFE INSURANCE**

**A. Health Insurance**

1. Employees will continue to have available the following health insurance benefits through the Massachusetts Interlocal Insurance Association, Inc., Health Benefits Trust effective September 1, 2004:  
  
Blue Care Elect Preferred PPO, with student rider to age 23 and chiropractic rider and HMO Blue New England.  
  
Altus Dental Plan.
2. For Blue Care Elect Preferred PPO the city shall pay at least seventy-five percent (75%) and the employees shall pay no more than twenty-five percent (25%) of the premiums for said plan. For HMO Blue New England the city shall pay at least

seventy-seven percent (77%) and the employees shall pay no more than twenty-three percent (23%) of the premium for said plan for current employees.

For employees hired after June 1, 2004 the city shall pay at least seventy-five percent (75%) and the employees shall pay no more than twenty-five percent (25%) of the premiums for said plan.

3. For Altus Dental Plan the City shall pay at least seventy-five percent (75%) and the employee no more than twenty-five percent (25%) of the premium of the Dental Plan in effect. Any additional premium elected by a subscriber as part of the optional “buy up plan” shall be the sole responsibility of the subscriber.
4. Employees who retire from service from the Taunton Public Schools will continue to receive health insurance benefits currently in effect for retired employees and the City will pay at least seventy-five percent (75%) and the retiree no more than twenty-five percent (25%) of the premium for said plan.
5. Employees will continue to be part of the “Survivor Benefits Program” pursuant to Chapter 32B, Section 9D.
5. Effective July 1, 2011, the Health Insurance provisions of this Agreement shall be modified as set forth in Appendix H and incorporated by reference into this Contract, as it may be subsequently amended.

**B. Life Insurance and Accidental Death and Dismemberment Insurance**

1. Employees shall be insured for ten thousand dollars (\$10,000) of group life insurance and group accidental death and dismemberment insurance and the City will pay at least seventy-five percent (75%) and the employee no more than twenty-five percent (25%) of the premium for said plan.
2. Retired employees of the Taunton School Department shall be insured for five-thousand dollars (\$5,000) of group life insurance and five thousand dollars (\$5,000) group accidental death and dismemberment insurance and the City will pay at least seventy-five percent (75%) and the retiree no more than twenty-five percent (25%) of the premiums for said plan.

**C. Increase In Benefits**

Any increase in benefits provided by the City need not be negotiated.

**D. Flexible Benefit Plans**

1. The employee portion (25%) of the health and life insurance premium shall be a pre-tax expense at the option of the employee.

2. The Committee hereby agrees, to allow its employees to be eligible to participate in Flexible Benefit Plans for Un-reimbursed Medical Expenses and/or Dependent Care Expenses. There shall be no cost to the employer.

### **ARTICLE XXX LABOR MANAGEMENT MEETINGS**

No less than three (3) times, during each school year (in November, February and May), a labor/management committee comprised of not more than five (5) members from the Taunton Education Association and not more than five (5) members from the Taunton School Department (School Committee members and the Superintendent or Assistant Superintendents of Schools) shall meet to discuss any matters of concern to either party as to the operation of school system or any particular building or department therein, including but not limited to issues formerly addressed by the JLMET and the Inclusion Subcommittee that had existed in prior Collective Bargaining Agreements between the parties.

It is understood and agreed that the meetings held pursuant to this Article may consider and discuss any issue of concern and that this entire process is independent of and without prejudice to the collective bargaining process.

These meetings shall not occur during normal school hours, but will be scheduled at the mutual convenience of the parties. More than three (3) meetings per year may be held if mutually agreed to by the parties.

### **ARTICLE XXXI MENTORING PROGRAM**

1. Individuals who serve on the Mentor Leadership/Planning Team will be compensated for their work beyond the work day hours at the curriculum work hourly rate.
2. Supervisors will assign mentors to new employees needing mentorship in order to maximize each employee's professional growth. Whenever feasible, supervisors will consider job assignment, building assignment, grade level, and experience when matching mentors with new employees.
3. Mentors may be required to participate in district-delivered or district-identified training in order to prepare them for their responsibilities. Any training that takes place outside of the school day will be compensated at the Professional Development rate identified in Article XVIII(G).
4. Mentors will be expected to carry out the duties and responsibilities outlined in Appendix K.
5. Mentors who work throughout the school year with their mentees, and who carry out all responsibilities associated with the role, will be awarded 30 PDPs and a stipend of \$900. In the case of employees who start mid-year, mentors may be assigned pro-rated

stipends and PDPs. With prior approval of the prospective mentors and the assigning supervisor, mentorships may be shared between the two individuals.

## **ARTICLE XXXII**

### **C.O.R.I. AND FINGERPRINT BASED C.H.R.I. CHECK REGULATIONS**

In compliance with the provisions of Chapter 385 of the Acts of 2002, and in accord with the revised *Procedures for the Implementation of C.O.R.I. Regulations* adopted by the Taunton School Committee on September 5, 2006 and attached hereto and incorporated by reference herein, the superintendent of schools or designee shall request and review CORI checks. Employees shall be made aware that CORI reports concerning them are being requested and when such request is actually made. Such checks shall take place not more than once every three years (3) without good cause. Employees shall be made aware that upon request they shall be provided with a copy of the CORI report received by the Superintendent. All CORI reports shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon termination of employment, an employee may request in writing, that he/she be given his/her reports otherwise the report will be destroyed.

After review of a CORI report, the superintendent, or designee if he/she deems it necessary, may meet with the employee who may at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the collective bargaining agreement and the General Laws of the Commonwealth.

In accordance with the policy of the School Committee, as it may be subsequently amended, and as required by law, a state and national fingerprint criminal background check will be conducted to determine the suitability of all full or part-time members of the Union, both current and prospective employees. The cost for the same shall be borne fully by the employee or the prospective employee. The School Committee will abide by its policy on Background Checks (Policy #ADDA) with regards to the practices and procedures followed by the School Department in requesting, accessing, storing, retaining, destroying, disseminating, and reporting CHRI checks, and in determining suitability for employment or continued employment, and reviewing adverse decisions, based upon results of CHRI checks.

## **ARTICLE XXXIII**

### **DURATION**

#### **A. Term of Agreement**

The provisions of this Agreement shall be effective as of September 1, 2018, and shall, except as is otherwise noted, continue and remain in force and effect up through August 31, 2021.

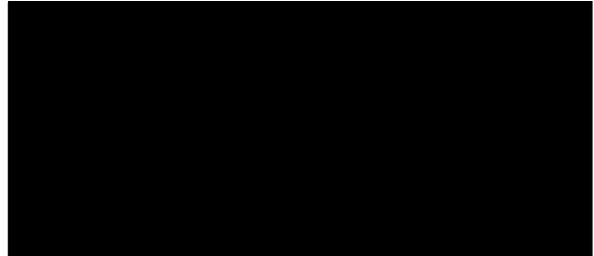
#### **B. Reopening of Contract**

1. In the case of an unforeseen situation, the Committee and Association may, by mutual consent, open negotiations on any Article of concern which is contained in this Contract.
2. Said Agreement will automatically be renewed and will be continued in full force and effect for additional periods of one (1) year, unless either the Committee or the Association gives written notice to the other not later than ninety (90) days prior to the aforesaid expiration date, or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over the terms of a successor Agreement. The provisions of this section shall apply to those Articles or parts thereof which expire at times other than at the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 21<sup>st</sup> day of December 2018.

Taunton Education Association

Taunton School Committee



**COMMONWEALTH OF MASSACHUSETTS**

BRISTOL, SS

On this 21<sup>st</sup> day of December, 2018, before me, the undersigned notary public, personally appeared the above-named, [REDACTED] proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the foregoing document, and acknowledged to me that they signed it voluntarily for its stated



[REDACTED]  
Notary Public  
My Commission Expires, [REDACTED]

**COMMONWEALTH OF MASSACHUSETTS**

BRISTOL, SS

On this 21<sup>st</sup> day of December, 2018, before me, the undersigned notary public, personally appeared the above-named, [REDACTED] proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the foregoing document, and acknowledged to me that they signed it voluntarily for its stated purpose.

[REDACTED]  
Notary Public  
My Commission Expires, [REDACTED]

**APPENDIX A**  
**Salary Schedule**  
**2018-2019**  
**2% Increase – Move on Step**

<b>STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS</b>	<b>MA+60</b>	<b>DOCT</b>
					<b>MSW</b>	<b>2nd MA</b>		
1	\$46,735	\$47,894	\$49,438	\$50,210	\$50,987	\$52,145	\$54,848	\$57,547
2	\$48,668	\$49,828	\$51,370	\$52,143	\$52,916	\$54,075	\$56,779	\$59,485
3	\$50,987	\$52,145	\$53,688	\$54,461	\$55,232	\$56,392	\$59,096	\$61,805
4	\$53,496	\$54,657	\$56,175	\$56,864	\$57,550	\$58,709	\$61,414	\$64,118
5	\$56,175	\$57,333	\$58,852	\$59,550	\$60,253	\$61,414	\$64,114	\$66,813
6	\$58,852	\$60,010	\$61,524	\$62,240	\$63,998	\$64,115	\$66,819	\$69,528
7	\$61,805	\$62,957	\$64,502	\$65,275	\$66,048	\$67,206	\$69,987	\$72,768
8	\$65,274	\$66,432	\$67,595	\$68,365	\$69,136	\$70,297	\$73,003	\$75,708
9	\$68,753	\$69,910	\$70,897	\$71,710	\$72,519	\$73,380	\$76,089	\$78,790
10	\$72,612	\$73,775	\$74,113	\$74,918	\$75,719	\$76,475	\$79,181	\$81,883
11	\$74,831	\$76,014	\$76,745	\$77,630	\$78,515	\$79,472	\$82,177	\$84,878
12	\$77,051	\$78,253	\$79,378	\$80,344	\$81,307	\$82,469	\$85,173	\$87,873
13	\$79,270	\$80,491	\$83,869	\$84,821	\$85,774	\$86,944	\$89,728	\$92,507
14	\$81,488	\$82,728	\$88,358	\$89,297	\$90,238	\$91,418	\$94,282	\$97,142

\*\*For any educators who were on Step 8, 9, or 10 in FY18, the parties agree that, should they remain in the B.A. or B.A. +30 Columns for FY19, FY20, and FY21, they will be advanced on step as though the grid had not changed for these fiscal years. (i.e. If in FY18 the employee was on Step 10, they will move to Step 12 in FY19 and Step 14 in FY20; if in FY 18 the employee was on Step 9, they will move to Step 10 in FY19, Step 12 in FY20 and Step 14 in FY21; and if in FY18 the employee was on Step 8, they will move to Step 9 in FY19, Step 10 in FY20 and Step 12 in FY21).

**APPENDIX A**  
**Salary Schedule**  
**2019-2020**  
**2% Increase – Move on Step**

<b>STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS</b>	<b>MA+60</b>	<b>DOCT</b>
					<b>MSW</b>	<b>2nd MA</b>		
1	\$47,669	\$48,852	\$50,426	\$51,214	\$52,007	\$53,188	\$55,945	\$58,698
2	\$49,641	\$50,824	\$52,397	\$53,186	\$53,974	\$55,156	\$57,914	\$60,675
3	\$52,007	\$53,188	\$54,762	\$55,550	\$56,336	\$57,520	\$60,278	\$63,041
4	\$54,566	\$55,751	\$57,299	\$58,001	\$58,701	\$59,883	\$62,642	\$65,400
5	\$57,299	\$58,480	\$60,029	\$60,741	\$61,458	\$62,642	\$65,396	\$68,150
6	\$60,029	\$61,210	\$62,755	\$63,485	\$65,278	\$65,397	\$68,155	\$70,918
7	\$63,041	\$64,216	\$65,792	\$66,580	\$67,369	\$68,550	\$71,386	\$74,223
8	\$66,579	\$67,760	\$68,947	\$69,732	\$70,518	\$71,703	\$74,463	\$77,222
9	\$70,128	\$71,308	\$72,315	\$73,144	\$73,969	\$74,848	\$77,610	\$80,365
10	\$74,064	\$75,250	\$75,595	\$76,417	\$77,234	\$78,004	\$80,764	\$83,520
11	\$76,328	\$77,534	\$78,280	\$79,183	\$80,085	\$81,061	\$83,821	\$86,575
12	\$78,592	\$79,818	\$80,966	\$81,951	\$82,933	\$84,119	\$86,877	\$89,631
13	\$80,855	\$82,100	\$85,546	\$86,517	\$87,489	\$88,683	\$91,523	\$94,357
14	\$83,118	\$84,383	\$90,125	\$91,082	\$92,043	\$93,246	\$96,168	\$99,085

**APPENDIX A**  
**Salary Schedule**  
**2020-2021**  
**2% Increase – Move on Step**

<b>STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>CAGS</b>	<b>MA+60</b>	<b>DOCT</b>
					<b>MSW</b>	<b>2nd MA</b>		
1	\$48,623	\$49,829	\$51,435	\$52,238	\$53,047	\$54,252	\$57,064	\$59,872
2	\$50,634	\$51,841	\$53,445	\$54,249	\$55,054	\$56,259	\$59,073	\$61,888
3	\$53,047	\$54,252	\$55,857	\$56,661	\$57,463	\$58,670	\$61,483	\$64,302
4	\$55,658	\$56,866	\$58,445	\$59,161	\$59,875	\$61,081	\$63,895	\$66,708
5	\$58,445	\$59,650	\$61,230	\$61,956	\$62,687	\$63,895	\$66,704	\$69,513
6	\$61,230	\$62,435	\$64,010	\$64,754	\$66,584	\$66,705	\$69,518	\$72,337
7	\$64,302	\$65,500	\$67,108	\$67,912	\$68,716	\$69,921	\$72,814	\$75,707
8	\$67,911	\$69,115	\$70,326	\$71,127	\$71,929	\$73,137	\$75,952	\$78,766
9	\$71,530	\$72,734	\$73,761	\$74,607	\$75,449	\$76,345	\$79,163	\$81,973
10	\$75,545	\$76,755	\$77,107	\$77,945	\$78,778	\$79,564	\$82,380	\$85,191
11	\$77,854	\$79,085	\$79,846	\$80,767	\$81,687	\$82,683	\$85,497	\$88,307
12	\$80,164	\$81,414	\$82,585	\$83,590	\$84,592	\$85,801	\$88,614	\$91,423
13	\$82,472	\$83,742	\$87,257	\$88,247	\$89,239	\$90,457	\$93,353	\$96,244
14	\$84,780	\$86,071	\$91,928	\$92,904	\$93,884	\$95,111	\$98,091	\$101,067

**APPENDIX A**

**2. Longevity**

- a. Upon completion of the years of service as a member of the Taunton Education Association Bargaining Unit, as listed below, employees will annually receive longevity pay in a lump sum check to be paid no later than the July 15th following completion of the years. Longevity will be paid to employees who resign, retire, take a leave of absence, or are laid off.

	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
10 years	\$1,601	\$1,633	\$1,666
15 years	\$1,822	\$1,858	\$1,895
20 years	\$1,987	\$2,027	\$2,068
25 years	\$2,926	\$2,985	\$3,045
30 years	\$3,257	\$3,322	\$3,388

- b. Notwithstanding Section A above any employee(s) of the Taunton Public Schools who have service outside of the bargaining unit with the Taunton Public Schools only, who then enter the bargaining unit will be credited with half (1/2) of such total years of service outside of the bargaining unit for purposes of longevity.
- c. If an employee is in a non-pay status for more than ninety-one (91) days in any school year during which the employee is eligible for longevity, said employee will not receive longevity for that year, nor will that year count for purposes of counting years for longevity.

**3. Additional Stipends**

The full stipend listed in the collective bargaining agreement shall be paid to every member holding a stipended position unless, in response to a posted vacancy, 2 members jointly apply for the one stipended position and indicate that they each are willing to share the duties and responsibilities of the position and would be willing to share the stipend. Within the application for the shared stipended position, the members will describe how the duties, responsibilities, and the stipend will be divided.

It is the intent of this agreement that in circumstances where members are sharing a stipend, there must clearly be a corresponding reduction in the scope of responsibility for the duties of the position and neither member shall be responsible for the full scope of the position.

Position	FY19	FY20	FY21
IEP Translators (per page)	\$7.92	\$8.08	\$8.24
Full Time Teaching Asst. Principal	\$3,598	\$3,670	\$3,743

**High School Library Media Specialist(s), Middle and Elementary Schools Library Media Specialist(s)**

The rate of pay for the High School Library Media Specialist(s), Middle and Elementary Schools Library Media Specialist(s) shall be adjusted for the hours beyond the work day which are necessary to implement the "extended hours" for the high school library. The extended hours will be paid at the evening school rate x 1.30%.

The terms of the Memorandum of Agreement between the Taunton Education Association and the Taunton School Committee are incorporated herein by reference.

Ratio/Differential	
Counselors*	1.12
Social Workers**	1.12

\* Counselors will work the regular work year plus twenty (20) days. This will include ten (10) additional workdays in excess of the regular work year as determined by the Superintendent of Schools, plus two (2) evenings a month for counseling of parents, et al.

\*\* This includes four (4) additional weeks during the year.

NOTE: All language in Section 3 and all of Section 4 shall remain in full force and effect for current employees hired as Counselors or Social Workers prior to August 1, 1993.

**4. Position Ratio Schedule**

a. Salaries for professional personnel covered by this Agreement which are determined on the basis of a position ratio, will have the ratios set forth above applied to the appropriate step on the Master's Degree level of the appropriate salary schedule set forth in Appendix A, Section 1.

(1) Said exceptions would be as follows:

(a) Bargaining unit positions now held by individuals who hold less than a Master's Degree will have the ratio applied to the appropriate steps of the Bachelor's Degree.

(b) Bargaining unit personnel who fall into a category of the salary schedule above the master's degree level will still have the ratio for this position determined at the master's degree level. Any other additional financial benefits accrued through experience, by course work and/or by degree status, would then be added to the salary of these individuals.

The same procedure would be used in cases of any such member of the bargaining unit who received a differential because of the special nature of the position.

- b. The formula used to determine a position ratio will include adequate and proper consideration of the length of the work year and the responsibilities and duties of the position as defined in the job description.
- c. In order to establish clearly the language related to any extended contract, the following terms are agreed to by the Committee and the Association.
  - (1) Regular School Year: The normal school year, as determined each year by the Committee in accordance with the regulations set forth by the Massachusetts Department of Education and normally consisting of the ten (10) month period from September to the following June.
  - (2) Regular School Year Plus Ten (10) Days: The regular school year plus ten (10) additional days shall consist of the ten (10) workdays in excess of the regular school year. Such ten (10) workdays shall be the five (5) workdays immediately after the close of the school year, and the five (5) workdays before the school year begins, unless the Superintendent of Schools gives written authorization to work some or all of said ten (10) days at a time or times other than the five (5) days after or the five (5) days before the school year.
  - (3) Regular School Year Plus Twenty (20) Days: The regular school year plus twenty (20) days as specified in Article V, Section A 4 of this Contract.
- d. The ratio plan will consist of three (3) steps over a four (4) year period, and would be used on the following formula:

<b>Step</b>	<b>Year in the Position</b>
I	1 - 2
II	3
III	4

This formula will allow for a meaningful evaluation of the performance of the individual serving in each position, and would provide that the maximum figure in the ratio plan would be reached in the year when the employee achieves professional teacher status.

- e. In order to assure an equitable beginning to the institution of a comprehensive ratio plan, it is agreed to implement the program as follows:
  - (1) All professional personnel newly assigned to such bargaining unit positions will begin on Step 1 and progress through the ratio plan according to the formula in paragraph d of this Section.
  - (2) In the event that an individual who holds such a bargaining unit position covered by the terms of this Agreement is elected to a higher position covered by this Agreement or covered by Administrator's Contract, and placement on the ratio schedule for such a higher position would result in the individual receiving less of a differential than he or she received for the previous position, the individual shall be placed on the next Step in the higher position which would result in he/she receiving a differential equal to or higher than the differential he/she was receiving in the previous position.
- f. The ratio schedule as defined in this section will be in effect for the duration of this salary agreement or any extension thereof.

**5. Salary Differential for All Counselors and Social Workers Hired as of August 1, 1993**

The ratio system for all Counselors and Social Workers newly hired as of August 1, 1993 shall be eliminated. Newly hired would include anyone currently working in the system who is newly appointed to a Counselor or Social Worker position.

All Counselors and Social Workers who currently receive the ratio will continue on the ratio system, but for all newly hired Counselors and Social Workers, and for all Instructional Coaches the following stipends will be added to the Teachers' Salary Schedule:

FY19	FY20	FY21
\$3,444	\$3,513	\$3,583

\*Counselors and Instructional Coaches will work the regular work year plus twenty (20) days. This will include ten (10) additional workdays in excess of the regular work year, as determined by the superintendent of schools, plus two (2) evenings a month for counseling parents, et al. and addressing the duties of the Instructional Coach, or such other schedule each month as determined by the Superintendent of Schools.

\*\*This includes four (4) additional weeks during the year.

\*\*\*Should any Counselor, Instructional Coach or Social Worker be unable to fulfill any or all of these extra twenty (20) days due to an approved leave of absence under Articles XIV, XV, XVI

and XVII, the stipend will be reduced by 1/20<sup>th</sup> for each day missed (if unable to be rescheduled).

NOTE: All language in Section 3 and all of Section 4 shall remain in full force and effect for current employees hired as Counselors or Social Workers prior to August 1, 1993.

## **APPENDIX B COACHES**

Employment to a position listed in Appendix B shall be based upon qualifications and ability. The superintendent shall be the sole judge of qualifications, and consistent with the provisions of M.G.L. Chapter 71, Sections 47A and 59B, shall make such appointments after review with the appropriate building principal. The judgment of the Superintendent shall not be exercised arbitrarily, capriciously or unreasonably. Where qualifications and ability are determined by the Superintendent to be relatively equal, employment as a professional employee in the TEA by the Taunton School System shall be given preference. Any such position may be filled by a person not employed as a professional employee in the Taunton Public School System if, in the opinion of the Superintendent, that person's qualifications and ability are superior to any internal applicant.

Assignment of professional employees to any position listed in Appendix B shall be on a voluntary basis, shall be for one school year only and shall not be construed as creating any kind of tenure in such positions. Vacancies may occur in any of the positions listed in Appendix B by either, the incumbents indicating no interest in continuing such roles or by the Superintendent declaring the position vacant. All vacancies will be posted as soon as possible or on any annual list of vacancies.

The full stipend listed in the collective bargaining agreement shall be paid to every member holding a stipended position unless, in response to a posted vacancy, 2 members jointly apply for the one stipended position and indicate that they each are willing to share the duties and responsibilities of the position and would be willing to share the stipend. Within the application for the shared stipended position, the members will describe how the duties, responsibilities, and the stipend will be divided.

It is the intent of this agreement that in circumstances where members are sharing a stipend, there must clearly be a corresponding reduction in the scope of responsibility for the duties of the position and neither member shall be responsible for the full scope of the position.

	FY2019			FY2020			FY2021		
Position	Step I	Step II	Step III	Step I	Step II	Step III	Step I	Step II	Step III
<b>Baseball</b>									
Head	5462	6138	6919	5571	6261	7057	5682	6386	7198
Assistant	3147	3511	3875	3210	3582	3953	3274	3654	4032
<b>Basketball</b>									
Head (Men)	6841	7569	8297	6977	7720	8463	7117	7874	8632
Assistant (Men)	3875	4266	4630	3953	4351	4722	4032	4438	4816
Head (Women)	6841	7569	8297	6977	7720	8463	7117	7874	8632
Assistant (Women)	3875	4266	4630	3953	4351	4722	4032	4438	4816
<b>Softball</b>									
Head	5462	6138	6919	5571	6261	7057	5682	6386	7198
Assistant	3147	3511	3875	3210	3582	3953	3274	3654	4032
<b>Cross Country</b>									
Head	2783	3147	3511	2839	3210	3582	2896	3274	3654
Assistant	1639	1847	2081	1671	1884	2122	1704	1922	2164
<b>Field Hockey</b>									
Head	4812	5176	5540	4908	5280	5651	5006	5386	5764
Assistant	1483	2237	2965	1512	2282	3024	1542	2328	3084
<b>Football</b>									
Head	8869	9962	11054	9047	10161	11275	9228	10364	11501
Assistants	4266	4812	5358	4351	4908	5465	4438	5006	5574
<b>Golf</b>									
Head	2783	3147	3511	2839	3210	3582	2896	3274	3654
Assistant	1639	1847	2081	1671	1884	2122	1704	1922	2164
<b>Gymnastics</b>									
Head (Men)	3693	4266	4604	3767	4351	4696	3842	4438	4790
Head (Women)	3693	4266	4604	3767	4351	4696	3842	4438	4790
Assistant	1483	2237	2965	1512	2282	3024	1542	2328	3084
<b>Ice Hockey</b>									
Head	5306	6086	6841	5412	6208	6977	5520	6332	7117
Assistant	3147	3511	3875	3210	3582	3953	3274	3654	4032
<b>Lacrosse</b>									
Head (Men)	4812	5176	5540	4908	5280	5651	5006	5386	5764
Head (Women)	4812	5176	5540	4908	5280	5651	5006	5386	5764
Assistant (Men)	1483	2237	2965	1512	2282	3024	1542	2328	3084
Assistant (Women)	1483	2237	2965	1512	2282	3024	1542	2328	3084

	FY2019			FY2020			FY2021		
Position	Step I	Step II	Step III	Step I	Step II	Step III	Step I	Step II	Step III
<b>Soccer</b>									
Head (Men/Women)	4812	5176	5540	4908	5280	5651	5006	5386	5764
Assistant (Men/Women)	1483	2237	2965	1512	2282	3024	1542	2328	3084
<b>Swimming</b>									
Head (Men/Women)	3589	3954	4318	3661	4033	4404	3734	4114	4492
Assistant	1483	2237	2965	1512	2282	3024	1542	2328	3084
<b>Tennis</b>									
Head (Men)	2783	3147	3511	2839	3210	3582	2896	3274	3654
Head (Women)	2783	3147	3511	2839	3210	3582	2896	3274	3654
<b>Spring Track</b>									
Head (Men)	4604	5306	6086	4696	5412	6208	4790	5520	6332
Head (Women)	4604	5306	6086	4696	5412	6208	4790	5520	6332
Assistant (Men)	2965	3329	3693	3024	3396	3767	3084	3464	3842
Assistant (Women)	2965	3329	3693	3024	3396	3767	3084	3464	3842
<b>Winter Track</b>									
Head (Men)	4266	4812	5358	4351	4908	5465	4438	5006	5574
Head (Women)	4266	4812	5358	4351	4908	5465	4438	5006	5574
Assistant (Men)	2419	2783	3147	2467	2839	3210	2516	2896	3274
Assistant (Women)	2419	2783	3147	2467	2839	3210	2516	2896	3274
<b>Volleyball</b>									
Head (Men)	3589	3954	4318	3661	4033	4404	3734	4114	4492
Head (Women)	3589	3954	4318	3661	4033	4404	3734	4114	4492
Assistant	1483	2237	2965	1512	2282	3024	1542	2328	3084
<b>Cheerleading</b>									
Head	2783	3147	3511	2839	3210	3582	2896	3274	3654
Assistant	2029	2419	2783	2069	2467	2839	2110	2516	2896
<b>Wrestling Coach</b>									
Head	4604	5306	6086	4696	5412	6208	4790	5520	6332
Assistant	2965	3329	3693	3024	3396	3767	3084	3464	3842
<b>Equipment Manager</b>	4318	4838	5384	4404	4935	5492	4492	5034	5602
<b>Faculty Manager</b>	5202	5696	6216	5306	5810	6341	5412	5926	6468
<b>Strength Coach Per Season (3)</b>	1639	1639	1639	1671	1671	1671	1704	1704	1704

## **APPENDIX C EXTRA-CURRICULAR ADVISORS**

Employment to a position listed in Appendix C shall be based upon qualifications and ability. The superintendent shall be the sole judge of qualifications, and consistent with the provisions of M.G.L. Chapter 71, Sections 47A and 59B, shall make such appointments after review with the appropriate building principal. The judgment of the Superintendent shall not be exercised arbitrarily, capriciously or unreasonably. Where qualifications and ability are determined by the Superintendent to be relatively equal, employment as a professional employee in the TEA by the Taunton School System shall be given preference. Any such position may be filled by a person not employed as a professional employee in the Taunton Public School System if, in the opinion of the Superintendent, that person's qualifications and ability are superior to any internal applicant.

Starting with the 2014-2015 school year new clubs and extra-curricular activities will be considered once applicants submit their proposals to Administration as per the agreed upon process. The Superintendent reserves the right to approve or deny any new proposals. Any approved clubs will be compensated at a rate of \$29.00 FY19; \$30.00 FY20; \$31.00 FY21 per hour up to a maximum of \$520.00 FY19; \$530.00 FY20; and \$541.00 FY21.

Assignment of professional employees to any position listed in Appendix C shall be on a voluntary basis, shall be for one school year only and shall not be construed as creating any kind of tenure in such positions. Vacancies may occur in any of the positions listed in Appendix C by either, the incumbents indicating no interest in continuing such roles or by the Superintendent declaring the position vacant. All vacancies will be posted as soon as possible or on any annual list of vacancies

The full stipend listed in the collective bargaining agreement shall be paid to every member holding a stipended position unless, in response to a posted vacancy, 2 members jointly apply for the one stipended position and indicate that they each are willing to share the duties and responsibilities of the position and would be willing to share the stipend. Within the application for the shared stipended position, the members will describe how the duties, responsibilities, and the stipend will be divided.

It is the intent of this agreement that in circumstances where members are sharing a stipend, there must clearly be a corresponding reduction in the scope of responsibility for the duties of the position and neither member shall be responsible for the full scope of the position.

<b>STIPEND 2018-2021</b>			
<b>POSITION</b>	<b>FY2019</b>	<b>FY2020</b>	<b>FY2021</b>
THS Student Council	\$3,459	\$3,528	\$3,599
Journal	\$4,604	\$4,696	\$4,790
Assistant	\$2,315	\$2,361	\$2,408
Drama Club	\$5,852	\$5,969	\$6,088
Living Drama	\$2,393	\$2,441	\$2,490
Math Team Question Writer	\$832	\$849	\$866
Math Team Sponsor	\$1,847	\$1,884	\$1,922
Tauntonian (2 positions)	\$2,393	\$2,441	\$2,490
THS Class Advisors	\$1,405	\$1,433	\$1,462
THS Color Guard	\$858	\$875	\$893
THS Drill Team Advisor	\$3,459	\$3,528	\$3,599
THS Band	\$3,459	\$3,528	\$3,599
Assistant	\$1,743	\$1,778	\$1,814
Spotlight (per hour)	\$36	\$37	\$38
Academic Challenge	\$1,847	\$1,884	\$1,922
Literary Magazine	\$1,040	\$1,061	\$1,082
High School Activities Bookkeeper	\$3,693	\$3,767	\$3,842
National Honor Society	\$1,691	\$1,725	\$1,760
Assistant NHS	\$910	\$928	\$947
Key Club	\$988	\$1,008	\$1,028
African American Club	\$520	\$530	\$541
Art Club	\$520	\$530	\$541
Asian Culture Club	\$520	\$530	\$541
Aviation Club	\$520	\$530	\$541
CAD Club	\$520	\$530	\$541
Communcations Club (TV Studio)	\$520	\$530	\$541
Doctor Who Club	\$520	\$530	\$541
Fellowship of Christian Students	\$520	\$530	\$541
French Club	\$520	\$530	\$541
Grade 8 Reading Club	\$520	\$530	\$541
Green Team	\$520	\$530	\$541
Friends of the Library Club	\$520	\$530	\$541
Gay Straight Alliance	\$520	\$530	\$541
History Club	\$520	\$530	\$541
International Club	\$520	\$530	\$541
Diversity Networking Group	\$520	\$530	\$541
High Film Society	\$520	\$530	\$541

<b>POSITION</b>	<b>FY2019</b>	<b>FY2020</b>	<b>FY2021</b>
Judo Club	\$520	\$530	\$541
Latin Club	\$520	\$530	\$541
Math Club	\$520	\$530	\$541
Matthews Outing Club	\$520	\$530	\$541
Mentors in Violence Prevention	\$520	\$530	\$541
Peer Mediation	\$520	\$530	\$541
Portuguese Club	\$520	\$530	\$541
Students Against Destructive Decisions	\$520	\$530	\$541
Technology Club	\$520	\$530	\$541
Spanish Club	\$520	\$530	\$541
Student Gaming Club	\$520	\$530	\$541
Traveling Classroom	\$520	\$530	\$541
National Business Honor Society	\$520	\$530	\$541
<b>Middle School</b>			
Newspaper	\$858	\$875	\$893
Student Council	\$858	\$875	\$893
Yearbook	\$858	\$875	\$893
Drama Club	\$1,509	\$1,539	\$1,570
Cheerleading	\$1,509	\$1,539	\$1,570
Basketball Coach	\$2,315	\$2,361	\$2,408
Soccer Coach	\$1,847	\$1,884	\$1,922
Baseball Coach	\$1,847	\$1,884	\$1,922
Softball Coach	\$1,847	\$1,884	\$1,922
Mid Years Magazine	\$1,118	\$1,140	\$1,163
Academic Challenge	\$858	\$875	\$893
Cross Country Coach	\$858	\$875	\$893
Math Team Coach	\$832	\$849	\$866
Intramural Coaches (Per Hour)	\$30	\$31	\$32
<b>Elementary School</b>			
Yearbook Advisor	\$546	\$557	\$568
Nature and Me Planners	\$754	\$769	\$784

- \* Tauntonian will be ready for printing eight (8) times per school year
- \*\* Per Advisor no more than two (2) advisors per class
- \*\*\*Minimum of two (2) events per school year

\*\*\*\*There will be two (2) Intramural Coach positions for each of the Intramural Basketball, Intramural Volleyball and Intramural Floor Hockey programs to be paid at the Home Tutor hourly rate set forth in Appendix D of \$30.00 FY19; \$31.00 FY20; \$32.00 FY21, or as it may be subsequently amended in subsequent Agreements. Each position will be paid for three (3) hours per day, three (3) days per week during the weeks associated with the Intramural program for which they are the Coach.

Each Intramural Coach position will also be paid five (5) additional hours prior to the beginning of the Intramural program for which they are the Coach to compensate for all “start up” work associated with the Intramural program. This provision shall be in effect for the 2013-2014 school year only. The parties agree to revisit the continued need for these additional five (5) hours at the end of the 2013-2014 school year and will execute a written Agreement if it is to continue.

If the Committee adds any additional intramural sports programs, the Coaching positions associated with that program will also be paid as set forth above. Further, the new Intramural Coach position will be paid five (5) additional hours prior to the beginning of the Intramural program for which they are the Coach to compensate for “start up” work for the first year of the program only. The parties agree to revisit the continued need for these five (5) additional hours at the end of the first year of that Intramural program, and will execute a further written Agreement if it is to continue.

**APPENDIX D  
ADDITIONAL POSITIONS**

Assignment of professional employees to the Middle School Head Teacher position in Appendix D shall be on a voluntary basis, shall be for one school year only and shall not be construed as creating any kind of tenure in such position. Vacancies may occur in this position by either the incumbent indicating no interest in continuing such role or by the superintendent declaring the position vacant. All vacancies will be posted as soon as possible or on any annual list of vacancies.

The full stipend listed in the collective bargaining agreement shall be paid to every member holding a stipended position unless, in response to a posted vacancy, 2 members jointly apply for the one stipended position and indicate that they each are willing to share the duties and responsibilities of the position and would be willing to share the stipend. Within the application for the shared stipended position, the members will describe how the duties, responsibilities, and the stipend will be divided.

It is the intent of this agreement that in circumstances where members are sharing a stipend, there must clearly be a corresponding reduction in the scope of responsibility for the duties of the position and neither member shall be responsible for the full scope of the position.

<b>Position</b>	<b>FY2019</b>	<b>FY2020</b>	<b>FY2021</b>
Head Counselor	\$4,474	\$4,563	\$4,654
Head Bilingual	\$4,474	\$4,563	\$4,654
Coordinator of Public Relations	\$4,214	\$4,298	\$4,384
Director - Total Quality School Program	\$19,484	\$19,874	\$20,271
Speech Language Coordinator/Supervisor	\$6,495	\$6,625	\$6,758
Supervisory Speech Language Pathologist Asst	\$3,248	\$3,313	\$3,379
Marketing Education Supervisor	\$5,774	\$5,889	\$6,007

1. Any days worked beyond the regular work year shall be paid at the employee's per diem rate of pay.
2. The class load shall be a maximum of four classes out of the first five classes of each school day. There shall be no assignment of duties.
3. The Marketing Education Supervisor shall be responsible for the overall operation of the store(s) associated with the program.
4. The Supervisor shall be responsible for the coordination of staff and students at the store(s) and in the Marketing Education program.

5. The Supervisor shall have input into the evaluation of staff who work at the store.
6. The Supervisor will be compensated for mileage costs at the contractual rate.
7. The current practice with regard to traveling to pick up inventory will continue.
8. The Supervisor will be responsible for the DECA Club and will be compensated for meals, transportation and rooming when attending DECA functions with students.
9. Reimbursement for DECA functions which do not include student attendance shall be at the discretion of the Superintendent.

<sup>+</sup>The period of employment for the TLC Supervisor is School year plus (20) days (10 days before the start of the year and 10 days after the start of the year, except as otherwise approved by the Superintendent, plus additional time as needed during the school year to address responsibilities). Responsibilities include those responsibilities as noted in the Memorandum of Agreement between the Committee and the TEA related to this stipendiary position.

\* The Period of employment for the Speech Language Coordinator/Supervisor is School year plus ten (10) days. The Stipend shall be paid as set forth above. In the event that the Speech Language Coordinator/Supervisor is not assigned the supervision of any Speech Language Pathology Assistants, the stipend will be reduced by 50%. The Speech Language Coordinator/Supervisor position will be posted annually and when all else is equal, the most senior qualified candidate will be appointed. The hours of the workday, as described in Article V,B.2 of the Collective Bargaining Agreement, of the Speech Language Coordinator/Supervisor shall consist of 50% of the day providing direct services to the students and 50% of the day providing the Speech Language Coordinator/Supervisor responsibilities as described in the job description attached hereto.

\*\* The Period of employment for the Speech Language Supervisor is the regular school year. The position will be posted annually. The district will make every effort to hire Speech Language Pathologists rather than Speech Language Pathologist Assistants. After a Speech Language Pathologist's position has been posted and advertised with acknowledgement that no qualified candidates applied, the district may fill the need by hiring a Speech Language Pathologist Assistant. The Supervisor will have a minimum of 450 minutes of release time per week to perform the required supervisory duties. The Speech Language Supervisor will be allowed a reasonable amount of travel time if necessary.

**STIPEND  
2018-2021**

<b>Position</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
Project Alert Head Teacher	\$9,104	\$9,286	\$9,472

1. The Project ALERT Head Teacher will work nine (9) days before the beginning of the teacher work year, and nine (9) days after the end of the teacher work year.
2. In addition, if the Project ALERT Head Teacher works any days beyond 202 days in years 2014-2017, he/she shall be paid at his/her per diem rate of pay.

In addition, if the Project ALERT Head Teacher works any day beyond his/her work year as defined in number 1 above, he/she shall be paid at his/her per diem rate of pay.

**STIPEND  
2018-2021**

<b>POSITION</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
Middle School Subject Head Teacher	\$3,095	\$3,157	\$3,220

Middle School Subject Head Teachers will not be assigned Cafeteria duty. Said duty will be handled by Administration.

**STIPEND  
2018-2021**

<b>Position</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
TV Media Specialist	\$9,676	\$9,870	\$10,067

1. The Media Specialist will be provided a parking space at the rear of the High School.
2. Coverage of School Committee Meetings: The TV/Media Specialist will continue to tape the two regular School Committee meetings during the school year to include the summer meetings.
3. Taping of School Community Events: The TV/Media Specialist will be responsible for the taping of an additional ten events per year. These ten events will be in addition to regular monthly School Committee meetings, and they will not include sub-committee meetings of the School Committee. There will be no established time limit at any of the ten events, and they will occur when school is not in session. The ten events will be authorized only by the TV/Media Specialist's direct supervisor, the Director of Technology.

4. Additional Coverage: The TV/Media Specialist will be paid the approved hourly tutor rate for any meetings that are above and beyond the additional ten events per year. In order for the TV/Media Specialist to receive payment for the additional time, the taping of extra events must be authorized by the Director of Technology.

<b>Position</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
Home Tutors (per hour)	\$30	\$31	\$32
High School Evening Teachers (per hour)	\$30	\$31	\$32
Curriculum Work (per hour)	\$30	\$31	\$32

1. The Committee is under no obligation to pay staff members for curriculum work unless grant funds (state or federal) are available for that purpose.
2. Notices soliciting volunteers to work on curriculum revision or focus group activities will state whether or not the members will be paid.

The parties agree that it is desirable to pursue the establishment of a position of grant writer for the school system.

<b>Position</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
Alternative High School Part-Time Teachers*	\$30	\$31	\$32
Alternative High School Part-Time Guidance Counselors*	\$30	\$31	\$32

\*For each class taught by a part time teacher s/he shall be paid for up to one (1) hour of teaching per day for four (4) days per week with an additional one (1) hour of paid preparation time per week for a total of five (5) hours per full school week.

<b>Position</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
AP Design Team (per hour) (For AP Design Team work only – Instructors shall be paid at the Workshop Presenter rate)	\$33	\$34	\$35

**STIPEND  
2018-2021**

<b>Position</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
Workshop Presenters (per hour)	\$130	\$133	\$136

1. All “Workshop Presenters” topics, hours, team teaching presentations (with compensation equally divided unless the content of the presentation requires two presenters), presenters, and total compensation and budget must be approved in advance by the Superintendent or designee.
2. When a teacher is asked to volunteer as a workshop presenter, reasonable attempts will be made, except in the case of an emergency, to provide thirty (30) days of prior notice to the date of the workshop.
3. Teachers who participate in a professional development activity, during the regular teacher’s workday, as a “Workshop Presenter” will receive the following stipend(s) based upon a three (3) hour session. Teachers who participate will receive stipends including any and all preparation time, of up to \$400 for a three (3) hour sessions, with one (1) hour session being \$115.00, and a two (2) hour session being \$250.00.
4. If a teacher agrees to act as a “Presenter” as a part of the professional development program described in Article XVIII – Professional Development G., the teacher will receive a stipend of \$1,450 for a ten (10) hour workshop, or portion thereof. The above stipend includes the payment for any preparation necessary prior to the presentation.

NOTE: Workshop Presenters may receive compensation at the rate of \$28.99 per hour for reasonable time expended on the research and presentation preparation for a set amount of hours. The Presenter must obtain prior approval from the Superintendent or his/her designee in order to be eligible for compensation.

**STIPEND  
2018-2021**

<b>Position</b>	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
School Printing	\$4,656	\$4,749	\$4,844
School Improvement Liaison	\$1,665	\$1,698	\$1,732
TLC Supervisor	\$6,500	\$6,630	\$6,763
Special Educators Working in the Special Education Summer School Preschool Program		1,500	
Special Educators Working in the Special Education Summer School Elementary, Middle, and High School Programs		2,500	

**APPENDIX E  
ADMINISTRATIVE AGREEMENT**

The Taunton School Committee, the Taunton Administrators Association, and the Taunton Education Association hereby agree that the wages, hours, and terms and conditions of employment of persons filling Administrative Bargaining Unit positions on a temporary basis shall be as follows:

1. Temporarily filling a position for the purpose of this Memorandum of Agreement shall be defined as any situation wherein a person temporarily serves in a position in the Administrative Bargaining Unit, as defined in Article I of the Collective Bargaining Agreement. The terms of this Memorandum of Agreement shall take effect on the fifth (5th) day of temporary service in a bargaining unit position. Temporary service shall not exceed ninety (90) calendar days.
2. Any member of the Administrative Bargaining Unit who fills a temporary position shall suffer no loss of any benefit. Such person shall be treated as though he/she never left his/her permanent position, except that, for the period of temporary service, the salary shall be as provided by the Administrators' Collective Bargaining Agreement for the position being temporarily filled.
3. Any person from outside the Administrative Bargaining Unit who fills a temporary position shall be afforded all benefits of the Collective Bargaining Agreement, effective on the fifth (5th) day of such employment. In the event the per diem rate of pay in the administrative position is less than the employee's pay in the teachers bargaining unit, said employee will receive the per diem rate of pay for the administrative position plus the following:

**2018-2021**

	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
Per Diem	\$37	\$38	\$39

4. Temporary service in the Administrative Bargaining Unit, as provided herein, shall not constitute a break in continuous service for any provision within the Collective Bargaining Agreement between the Taunton School Committee and the Taunton Education Association. Such professional employee shall return to the same position he/she held immediately prior to the temporary position, provided that such position has not been eliminated, in which case the assignment shall be to as nearly comparable a position as possible. All benefits to which a professional employee was entitled shall be restored as though he/she never served such temporary service, but had remained in the permanent position.

**APPENDIX F**

1. The Act Now and the Project New Images Program are not designed to supplant existing programs or personnel.
2. When positions in the above programs become available, they will normally be posted for ten (10) school days, but for no less than five (5) workdays. Posting will be in the main office of the schools, on house bulletin boards at the High School and on the Taunton Education Association bulletin boards at each school. The posting will include qualifications, salary, hours, length of the program, working conditions, and job responsibilities.
3. These positions are voluntary.
4. The stipend for Act Now will be as follows:

**2018-2021**

A.

	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
18 Classes x 1.5 hours = 27 hours	\$1,327	\$1,354	\$1,381

B.

	<b>FY19</b>	<b>FY20</b>	<b>FY21</b>
18 classes x 3 hours = 54 hours	\$2,627	\$2,680	\$2,734

5. The stipend for the New Images grant positions will be paid at the rate of \$28.99 per hour. Retirement will not be deducted from wages for these positions.
6. Any person who holds one of these positions and who does not also hold a position listed in Article I of the Collective Bargaining Agreement shall be covered by the Agreement solely for the purpose of wages.

**APPENDIX G**  
**JOINT SUB-COMMITTEES**

The parties have agreed to establish Joint Sub-Committees comprised of five (5) members chosen by the School Committee and five (5) members chosen by the Association.

These committees do not have authority to alter the current agreement however, the Joint Sub-Committee may make recommendations to the Negotiations Team of the School Committee and the Association.

These Joint Sub-Committees are:

- a. A Joint Sub-Committee to review the workload and staffing issues at the Leddy Pre-School.
- b. The parties agree that prior to any time that the School Committee decides to implement a roll out of a new schoolBrains module not currently being used, the parties will reconvene to bargain over the impact of the roll out.

## APPENDIX H

### MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TAUNTON AND THE CITY OF TAUNTON PUBLIC EMPLOYEE UNIONS AND RETIREES

**WHEREAS**, the City of Taunton ("the City") is a public employer providing certain health insurance coverage to its employees, retirees, surviving spouses and dependents (hereinafter referred to as "the subscribers"); and

**WHEREAS**, an Insurance Advisory Committee ("IAC") has been formed in accordance with Section 3 of Chapter 32B of the General Laws which IAC consists of a retiree representative and a representative various collective bargaining units with which the City negotiates under Chapter 150E of the General Laws (to include, without limitation, individual bargaining units consisting of employees of the City of Taunton ("the City"), the Taunton Municipal Lighting Plant (the "TMLP"), and the Taunton School Committee ("the School Committee")), (hereinafter collectively referred to as "the Unions"); and

**WHEREAS**, the City, the Unions and the Retirees (collectively "the parties") have, in accordance with Chapter 150E, reached this Memorandum of Agreement ("the Agreement") which will spell out the health insurance plan designs, contribution rates for all subscribers, and other related health-insurance matters for the term of this Agreement;

**WHEREAS**, it is the express intent of the parties to create a binding agreement for the duration stated herein, subject to the conditions set forth herein;

**WHEREAS**, the parties agree that all "bridge agreements" so-called and any existing or successor collective bargaining agreements negotiated with any bargaining units by the City, the TMLP, or the School Committee shall continue in full force and effect, except as expressly modified by this Agreement; and

**NOW, THEREFORE**, the parties agree that, upon ratification by the Unions, approval of the Mayor and full execution of this Agreement by the parties, this Agreement shall have full force and effect as a binding agreement and said collective bargaining agreements and the terms and conditions of employment shall be modified as follows:

1. **Duration of Agreement.** This Agreement will be effective for a term of five (5) years from July 1, 2018 - June 30, 2023. In the event that the total health insurance premium increases exceed an aggregate of thirty percent (30%) on a non-compounded basis over the first three (3) plan years of the Agreement (i.e. July 1, 2018 - June 30, 2019, July 1, 2019 - June 30, 2020 and July 1, 2020- June 30, 2021), either party may request to reopen this Agreement by providing written notice to the other on or after July 1, 2021 and no later than September 30, 2021. (In order for the Unions and the Retirees to reopen this Agreement under this Paragraph, the decision to reopen must be unanimous (including the retiree

vote), otherwise it shall be null and void.) Upon such notice, a period of good faith bargaining shall commence for a successor or amended agreement for health insurance coverage to take effect as of July 1, 2022 which period of bargaining shall be completed by no later than December 31, 2021. The health insurance-related matters contained in this Agreement shall not be subject to the grievance and arbitration provisions of any collective bargaining agreement.

2. **This Agreement Supersedes Conflicting Provisions of Collective Bargaining Agreements:** This Agreement shall be binding on all active and retired employees for whom health insurance is being purchased and shall supersede any conflicting provision of any collective bargaining agreement. Dental and vision benefits related to any individual union shall not be part of this Agreement and shall continue to be negotiated between the City, the TMLP, or the School Committee and each of the collective bargaining units pursuant to G.L. c. 150E and if any collective bargaining agreement(s) between the City, the TMLP, or the School Committee and any individual bargaining unit(s) contain(s) any such provision(s), then such provision(s) shall be of full force and effect, subject to enforcement through such collective bargaining agreement(s) or otherwise as the law allows.
3. **Health Insurance Coverage:** The health insurance coverage for subscribers pursuant to this Agreement shall be as set forth in Appendix A. The plan designs that are described in Appendix A shall be effective July 1, 2018.
4. **Mitigation Fund:** Twenty-five percent (25%) of the Overall Maximum Savings in Year 1 shall be allocated as the Mitigation Fund. Maximum Overall Savings is defined as the difference between the FY19 Overall Budget for the in force plan design medical insurance (City Side and Employee Side) and the FY 19 Overall Budget for the proposed plan design medical insurance (City Side and Employee Side). The calculation of the Overall Budgets will be based upon the plan selections made by the Active Enrollees and Early Retirees in Non-Medicare Eligible plans as of July 1, 2018, the contribution percentages in force as of July 1, 2018, and the FY19 rates as quoted by the Massachusetts Interlocal Insurance Association. It is presently estimated that the amount of the Mitigation Fund will be \$1,265,908.
5. **Health Reimbursement Account.** Eight Hundred Sixty Thousand Dollars (\$860,000) from the Mitigation Fund shall be utilized to establish a Health Reimbursement Account ("HRA") on the following basis. As soon as possible after the execution of this Agreement, the City shall retain a qualified company to administer the HRA. In the event that the annual Administrative Cost is less than \$70,000 then the difference between \$70,000 and the actual administrative cost shall be added to the portion of the HRA that is used to defray subscribers' health insurance costs.

<b>Year</b>	<b>HRA Amount</b>	<b>Administrative Cost</b>
1	\$325,000 (from the Mitigation Fund with any unused balance carried forward into Year 2)	Up to \$70,000 (from the Mitigation Fund)
2	Additional \$325,000 (from the Mitigation Fund with any unused balance carried forward into Year 3)	Up to \$70,000 (from the Mitigation Fund)
3	After rolling balance, if any, of \$650,000 contributed from Mitigation Fund is expended from Years 1 and 2 is carried forward to Year 3, then City shall contribute an amount equal to \$325,000 minus the amount remaining in the HRA at the end of Year 2	Up to \$70,000 (from the Mitigation Fund)
4	After rolling balance, if any, of \$650,000 contributed from Mitigation Fund is expended from Years 1, 2, and 3 is carried forward to Year 4, then City shall contribute an amount equal to \$325,000 minus the amount remaining in the HRA at the end of Year 3	Up to \$70,000 (from the City)
5	After rolling balance, if any, of \$650,000 contributed from Mitigation Fund is expended from Years 1, 2, 3 and 4 is carried forward to Year 5, then City shall contribute an amount equal to \$325,000 minus the amount remaining in the HRA at the end of Year 4	Up to \$70,000 (from the City)

Unless otherwise expressly agreed to in writing by the Unions and the City, any unused balance in the HRA at the expiration of the Agreement shall be returned to the City and shall become property of the City.

The HRA Calculation and Administration spreadsheet is attached hereto as Appendix B and defines the criteria for subscribers to receive reimbursement from the HRA.

5. **Disbursement of Mitigation Fund Balance.** The above contributions to the HRA from the Mitigation Fund total \$860,000. That amount (\$860,000) shall be subtracted from the total amount of the Mitigation Fund (as defined in paragraph 4) and distributed to all City Health Insurance Subscribers (i.e. those employees and retirees who are actively receiving the City's Health Insurance (individual, family or non-Medicare eligible plans) on both January 1, 2018 and July 1, 2018. Said distribution shall be made to subscribers on the basis of the plan each subscriber is enrolled in on January 1, 2018 and as follows: .00034% for Individual plans and .00077% for family plans. Payment shall be made from September 1, 2018 - September 30, 2018.
6. **Superceding offset.** It is the intent of this Agreement that the health insurance related matters contained herein shall supercede any conflicting provision now or hereinafter contained in any of the Unions collective bargaining agreements. In the event of any such conflict, the terms of this Agreement shall prevail. It is further the intent of the parties that this Agreement shall be appended to and become a part of each Union's collective bargaining agreement.
7. **Severability:** The terms and provisions of this Agreement are severable. If any term(s) or provisions(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining terms and provisions shall be valid and enforceable, provided however, that in the event that amendments to Chapter 150E or any other law remove some class or unit of employees, retirees, or other subscribers from the scope of the Agreement, the Agreement will continue in full force and effect as to all remaining classes or units of employees within the Agreement. The signatories to this MOA agree that neither they nor their principals, representatives, agents, successors or assigns shall initiate, engage in, participate in or support any litigation that in any way threatens or questions the validity of this Agreement.
8. **Signatories.** The signatories to the MOA are authorized to bind their principals and collective bargaining units, and each signatory hereto warrants and represents that the membership of his or her bargaining unit has affirmatively voted to approve this Agreement.

Signed in the City of Taunton on this 27<sup>th</sup> day of February, 2018.

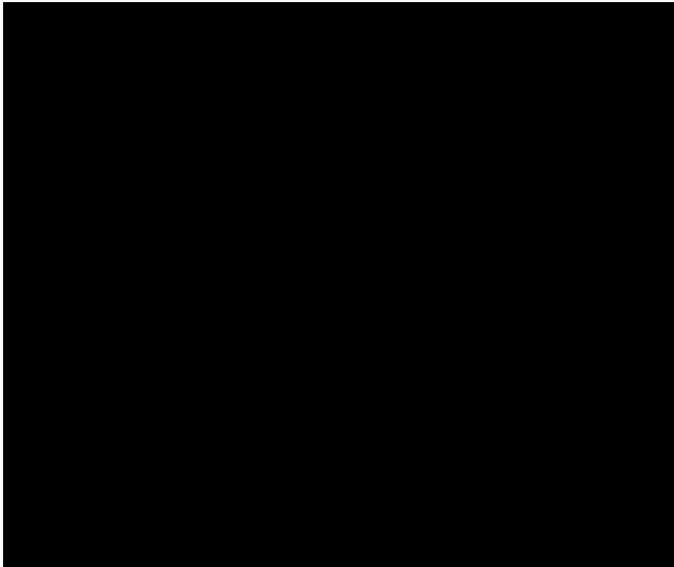
CITY OF TAUNTON



PUBLIC EMPLOYEE UNIONS AND RETIREES



Memorandum of Agreement  
City of Taunton Health Insurance  
February 9, 2018  
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**APPENDIX A  
HEALTH INSURANCE PLANS  
AND PLAN DESIGNS**

1. **Health Insurance Plans and Premium Split:** For coverage effective July 1, 2018, the City shall offer the subscribers the following Health Insurance Plans and each subscriber shall contribute toward the cost of the overall premium on the following basis:

A. HMO. MIIA BCBS Network	City	77%
Blue NE Deductible	Employee	23%

\*For employees as of June 1, 2004  
and enrolled in a city health plan  
as of June 1, 2004

B. HMO. MIIA BCBS Network	City	75%
Blue NE Deductible	Employee	25%

\*For employees hired after  
June 1, 2004

C. PPO. MIIA Blue Care Elect	City	75%
Preferred Deductible	Employee	25%

D. MIIA BCBS Medex	City	75%
	Retiree	25%

2. **Health Insurance Plan Designs** (see following page)

Memorandum of Agreement  
City of Taunton Health Insurance  
February 9, 2018  
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**ATTACHMENT B1**

**CITY OF TAUNTON - PROPOSED NON-MEDICARE ELIGIBLE PLAN OPTIONS**

Covered Services	Network Blue New England		Blue Care Elect Preferred (PPO)		GIGtofts Navigator	
	In-Network	Out-of-Network	Authorized Services	Unauthorized Services	Authorized Services	Unauthorized Services
<b>Deductible</b>	\$300/\$600/\$900	\$300/\$600/\$900	\$500/\$1,000	\$500/\$1,000	\$500/\$1,000	\$500/\$1,000
<b>Coinurance</b>	100%	20%	100%	20%	100%	20%
<b>Out of Pocket Maximum</b>	\$2,500/\$5,000 Med. \$1,000/\$2,000 RX	\$2,500/\$5,000 Med \$1,000/\$2,000 RX	\$5,000/\$10,000 Combined with Medical	\$5,000/\$10,000	\$5,000/\$10,000	\$5,000/\$10,000
<b>Preventative Care</b>						
Well-Child Care Visits	Nothing	Deductible & Coinsurance	Nothing	Nothing	Nothing	Unauthorized Ded. & 20% coins.
Routine adult exams, including tests	Nothing	Deductible & Coinsurance	Nothing	Nothing	Nothing	Unauthorized Ded. & 20% coins.
Routine GYN exams, including tests	Nothing	Deductible & Coinsurance	Nothing	Nothing	Nothing	Unauthorized Ded. & 20% coins.
Routine hearing exams	Nothing	Deductible & Coinsurance	Nothing	Nothing	Nothing	Unauthorized Ded. & 20% coins.
Routine Vision exams	Nothing	Deductible & Coinsurance	Nothing	Nothing	Nothing	Unauthorized Ded. & 20% coins.
Family planning services-office visits	Nothing	Deductible & Coinsurance	Nothing	Nothing	Nothing	Unauthorized Ded. & 20% coins.
<b>Outpatient Care</b>						
Emergency Room visits	\$100, after deductible (waived if admitted)	\$100, after deductible (waived if admitted)	\$100 per visit, then deductible (waived if admitted)	\$100 per visit, then deductible (waived if admitted)	\$100 per visit, then deductible (waived if admitted)	\$100 per visit, then deductible (waived if admitted)
Urgent Care	\$60 Urgent Care, \$20 Minute Covered in Full, after Ded.	\$60 Urgent Care, \$20 Minute Covered in Full, after deductible	\$20 Copay (Urgent Care Center) Authorized Deductible, then Covered in Full	\$20 Copay (Urgent Care Center) Authorized Deductible, then Covered in Full	\$20 Copay (Urgent Care Center) Authorized Deductible, then Covered in Full	Unauthorized Ded. & 20% coins
Emergency Medical Transportation	\$20	\$20	\$10/\$20/\$40	\$10/\$20/\$40	\$10/\$20/\$40	Unauthorized Ded. & 20% coins.
PCP, OB/GYN	\$60	\$60	\$30/\$60/\$90	\$30/\$60/\$90	\$30/\$60/\$90	Unauthorized Ded. & 20% coins.
Other network providers	\$20	\$20	\$20 (20 visits/Plan Year)	\$20 (20 visits/Plan Year)	\$20 (20 visits/Plan Year)	Unauthorized Ded. & 20% coins.
Chiropractor Office visits	\$20	\$20	\$10 Copay (26 visits/Plan Year)	\$10 Copay (26 visits/Plan Year)	\$10 Copay (26 visits/Plan Year)	Unauthorized Ded. & 20% coins.
Mental Health or Substance Abuse	\$20 (30 visits per type)	\$20 (30 visits per type)	\$20 Copay (30 visits/Plan Year)	\$20 Copay (30 visits/Plan Year)	\$20 Copay (30 visits/Plan Year)	Unauthorized Ded. & 20% coins.
Rehabilitation Therapy-Phys. & Occ.	\$20	\$20	\$20 Copay	\$20 Copay	\$20 Copay	Unauthorized Ded. & 20% coins.
Speech, Hearing & language disorder	Covered in Full, after Ded.	Covered in Full, after Ded.	Deductible then Covered in Full	Deductible then Covered in Full	Deductible then Covered in Full	Unauthorized Ded. & 20% coins.
DXL, and lab. Tests	\$100, after deductible	\$100, after deductible	\$100, then Deductible	\$100, then Deductible	\$100, then Deductible	Unauthorized Ded. & 20% coins.
Diagnostic Imaging	Covered in Full, after Ded.	Covered in Full, after Ded.	Deductible then Covered in Full	Deductible then Covered in Full	Deductible then Covered in Full	Unauthorized Ded. & 20% coins.
Home Health Care & Hospice	Covered in Full, after Ded.	Covered in Full, after Ded.	Deductible then Covered in Full	Deductible then Covered in Full	Deductible then Covered in Full	Unauthorized Ded. & 20% coins.
Radiation Therapy & x-ray therapy	Covered in Full, after Ded.	Covered in Full, after Ded.	Deductible then Covered in Full	Deductible then Covered in Full	Deductible then Covered in Full	Unauthorized Ded. & 20% coins.
Durable Medical Equipment	Covered in Full, after Ded.	Covered in Full, after Ded.	Deductible then Covered in Full	Deductible then Covered in Full	Deductible then Covered in Full	Unauthorized Ded. & 20% coins.
Prosthetic Devices	Covered in Full, after Ded.	Covered in Full, after Ded.	Deductible then Covered in Full	Deductible then Covered in Full	Deductible then Covered in Full	Unauthorized Ded. & 20% coins.
Surgery by: PCP or OB/GYN	Covered in Full, after Ded.	Covered in Full, after Ded.	\$10/\$20/\$40	\$10/\$20/\$40	\$10/\$20/\$40	Unauthorized Ded. & 20% coins.
Other network providers	Covered in Full, after Ded.	Covered in Full, after Ded.	\$30/\$60/\$90	\$30/\$60/\$90	\$30/\$60/\$90	Unauthorized Ded. & 20% coins.
ambulatory surgical/Outpatient facility	\$150, after deductible	\$250, after deductible	\$250 Copay, after deductible	\$250 Copay, after deductible	\$250 Copay, after deductible	Unauthorized Ded. & 20% coins.
<b>Inpatient Care</b>						
General or Chronic Hospital	\$275/\$1,500, after Ded.	\$275/\$1,500, after Ded.	\$275/\$500/\$1,500, then Ded.	\$275/\$500/\$1,500, then Ded.	\$275/\$500/\$1,500, then Ded.	Unauthorized Ded. & 20% coins.
Mental or Substance Abuse Facility	\$275, after Ded.	\$275, after Ded.	\$200 Copay per Quarter	\$200 Copay per Quarter	\$200 Copay per Quarter	Unauthorized Ded. & 20% coins.
Rehabilitation Hospital	Covered in Full, after Ded.	Covered in Full, after Ded.	Deductible then Covered in Full	Deductible then Covered in Full	Deductible then Covered in Full	Unauthorized Ded. & 20% coins.
Skilled Nursing Facility	20% Coinsurance, after Ded.	20% Coinsurance, after Ded.	Deductible then 20% coins.	Deductible then 20% coins.	Deductible then 20% coins.	Unauthorized Ded. & 20% coins.
<b>Prescription Drug Coverage</b>						
Plan Year Deductible	None	None	\$100/\$200	\$100/\$200	\$100/\$200	\$100/\$200
Retail - 30 day supply	\$10/\$30/\$65	\$10/\$30/\$65	\$10/\$30/\$65	\$10/\$30/\$65	\$10/\$30/\$65	\$10/\$30/\$65
Mail Order - 90 day supply	\$25/\$75/\$165	\$25/\$75/\$165	\$25/\$75/\$165	\$25/\$75/\$165	\$25/\$75/\$165	\$25/\$75/\$165

APPENDIX B

City of Taunton

HRA Calculation and Administration

Deductible	38% of population will satisfy the Deductible \$50 HRA for individual & \$150 HRA for family	\$70,000
Specialist	Approximately 640 specialist visits per year \$20 HRA for each visit	\$12,800
Inpatient @ High Cost Hospitals	Approximately 70 admissions to High Cost Hospitals \$500 HRA for each visit	\$35,000
Tier 2 Retail Prescriptions	Approximately 6,280 Tier 2 prescriptions filled \$5 HRA for each Tier 2 script	\$31,400





TAUNTON PUBLIC SCHOOLS

110 COUNTY STREET  
TAUNTON, MASSACHUSETTS 02780  
TELEPHONE: 508-821-1100  
FAX: 508-821-1177

Arthur W. Stellar, Ph.D.  
Superintendent of Schools  
Steven C. Leonard, Ed.D.  
Assistant Superintendent  
Curriculum & Instruction  
William J. Frangiamore  
Business Manager

Memorandum of Agreement  
Taunton Public Schools and the  
Taunton Education Association

Now come the parties in the above entitled matter, and as a result of collective bargaining, hereby agree to amend the existing collective bargaining agreement between the Taunton Education Association and the Taunton School Committee, as follows:

Dental Coverage:

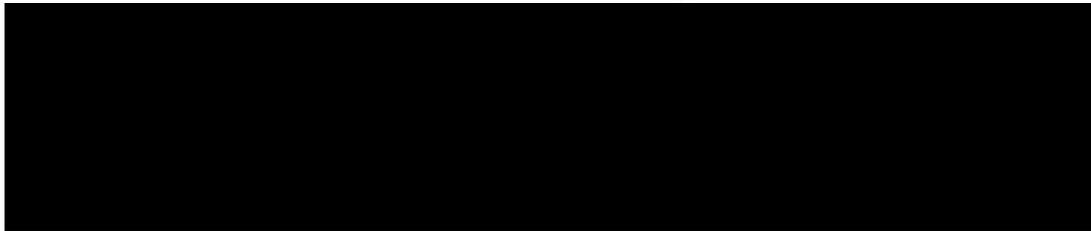
Item 1. Any reference to the requirement for Blue Cross/Blue Shield Dental Plan, (Dental Blue) shall be eliminated from the Contract.

Item 2. The following language shall be added:

The parties agree to incorporate into the agreement the Alfus Dental Plan, to provide Dental Coverage for members of the Collective Bargaining agreement in accordance with the attached policy documents.

Item 3. The parties will continue to share the premium costs for the Contributory portion of the Plan 75/25, respectively. Any additional premium elected by a subscriber as part of the optional "buy up plan" shall be the sole responsibility of the subscriber.

Item 4. Any language or requirement in any agreement between the parties regarding Dental Coverage which is in material conflict with the language contained in this memorandum of agreement is hereby repealed.



Date 6/10/09

Date 6/10/09

"Where Children Come First"

The Taunton Public School System does not discriminate on the basis of age, race, color, sex, religion, national origin, sexual orientation or disability



Altus Dental Insurance Company, Inc.

## MAXIMUM CARRY OVER PROVISION

Altus Dental clients can implement an annual Maximum Carry Over Provision as part of their dental benefit program. This product feature allows Altus Dental members to carry over an unused portion of their annual maximum that can then be used in a future year when the member uses up that years benefit program maximum.

- ✓ Any member (subscribers and their dependents) enrolled for a full calendar year is eligible for the annual maximum carry over provision.
- ✓ Members must submit a preventive claim within the calendar year to qualify for a carry over and total claim activity cannot exceed the paid claims threshold during the benefit year.
- ✓ Determination of carryover amounts will be made within the 45 days following the end of the calendar year and made available to the member within 60 days of the end of the calendar year.
- ✓ Benefits with lifetime maximums, such as Orthodontics, are excluded from the carry over provision.

## ANNUAL MAXIMUM AND CARRY OVER PROVISION

ANNUAL MAXIMUM	CLAIM THRESHOLD	ANNUAL CARRYOVER	CARRYOVER LIMIT
\$750	\$300	\$200	\$500

**ALTUS DENTAL INSURANCE COMPANY, INC.  
CITY OF TAUNTON – ALTUS PLUS**

Altus Dental covers the following services rendered by or under the supervision of a dentist in a dental office. Some services may be subject to a deductible and/or coinsurance as indicated. Services are covered up to our Maximum Allowable Charge if the dentist is participating. If the dentist is non-participating, we will pay the coverage level (illustrated under "Plan pays" below) for that type of service, based on the reasonable and customary charge for the dentist's area, less any deductible(s) or coinsurance that are your responsibility. You are responsible for any difference between our payment and the non-participating dentist's charge. The information listed here is not a guarantee of payment. To be covered, services must be dentally necessary and in accordance with Altus Dentist's treatment guidelines.

The annual maximum is: \$750 per member per calendar year  
The annual deductible is: \$50 per individual/\$150 per family  
The maximum lifetime cap is: Unlimited

**Pretreatment estimates are recommended for underlined procedures**

**Plan pays 100% Member Coinsurance 0%**

- Two oral exams per calendar year
- Two cleanings per calendar year
- Fluoride treatment for children under age 19 twice per calendar year
- One set of bitewing x-rays once every 6 months
- One complete x-ray series or panoramic film every 36 months
- Single x-rays as required
- Sealants for children under age 16, once per unrestored permanent molar every 36 months
- Space maintainers for lost deciduous (baby) teeth, replacement limited to once every 60 months

**Plan pays 100% Member Coinsurance 0% Deductible Applies**

- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings, Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
- Extractions and other routine oral surgery not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for complex surgical procedures
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges
- Rebasement or relining of partial or complete dentures; once every 36 months
- Periodontal maintenance following active therapy once every three months
- Root planing and scaling price per quadrant every 24 months
- Osseous (bone) surgery once per quadrant every 24 months (bone grafts are not covered)
- Gingivectomies once per site every 24 months
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site over 60 months

**Dependent Coverage** – Dependent children are covered up until the end of the month that they turn age 19. Dependent children who are full-time students over age 19 are covered as long as they stay in school or up until the end of the month that they turn age 25.

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF TAUNTON  
AND  
TAUNTON EDUCATION ASSOCIATION**

This Memorandum of Agreement ("Agreement") is entered into this \_\_\_\_ of April, 2014 between the City of Taunton ("City") and Taunton Education Association ("Union").

WHEREAS the City and Union have concluded negotiations to change the terms of the Retiree MEDEX plan;

NOW THEREFORE, the City and the Union agree as follows:

1. Effective as of August 1, 2014 the City shall provide coverage for MEDEX Retirees with the plan modifications described in Attachment "A" hereto.

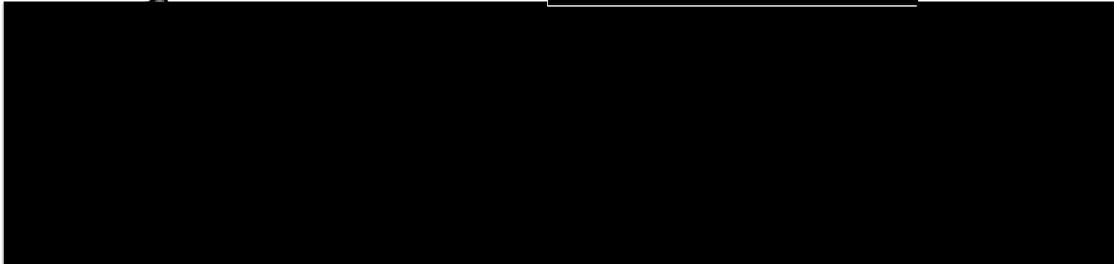
2. HEALTH REIMBURSEMENT ACCOUNT - For Plan Year 2014 (August 1, 2014 through December 30, 2014) the City agrees to fund a Health Reimbursement Account ("HRA") which will reimburse employees for out of pocket expenses the MEDEX Retiree pays for prescription drugs pursuant to the terms of the HRA as described in Attachment "A." The City will fund all administrative costs of setting up and operating the HRA so that there will be no cost to the retiree.

This Agreement is contingent on the City's ability to implement the changes on the MEDEX health care plan after agreement by all impacted unions. If the City is not able to legally implement these changes, this Agreement will be void. This Agreement will be considered an Addendum of the Collective Bargaining Agreement between its Parties and will be included within the Agreement at its next printing.

This Agreement shall be effective from August 1, 2014 to December 31, 2014 and shall automatically renew each year subject to state and federal legislation, unless the City notifies impacted unions ninety days (90) before the MEDEX health plan's anniversary date of its intention to amend this agreement. Should the City provide such notice, all changes relative to the HRA will be negotiated.

City of Taunton

Taunton Education Association



4/16/14

Attachment A  
**CITY OF TAUNTON**  
**HEALTH REIMBURSEMENT ACCOUNT FOR MEDICARE ELIGIBLE RETIREES**

The Insurance Advisory Committee has voted to recommend the adoption of a NEW medical plan for Medicare Eligible Retirees to replace the existing BCBS Medex 3 plan. The only difference between the new Medex 2 plan and the existing Medex 3 plan is how prescription drugs are handled. The new Medex 2 plans use the more standardly recognized three tier co-pay program. The new prescription drug co-pays are to be:

Retail Prescription Drugs (30 day supply): Tier 1 - \$5 / Tier 2 - \$10 / Tier 3 - \$25  
Mail Order Prescription Drugs (90 day supply): Tier 1 - \$10 / Tier 2 - \$20 / Tier 3 - \$50

The savings to the Retirees for going to this plan of benefits will be \$489.21 per year. The Insurance Advisory Committee recommended that the City offer some sort of protection for high utilizers of prescription drugs in the form of a Health Reimbursement Account. The City has agreed to provide this benefit through the Human Resource and Treasurer's Office. The program will be administered as follows:

1. The City will begin to reimburse current retirees from a Health Reimbursement Account after the retiree has documented out-of-pockets prescription drug co-pay expenses that exceed his or her base year calculation, as defined below. This savings is per subscriber, not per employee.
2. For plan year 2014 (August 1, 2014 through December 31, 2014), the base calculation will be the difference between the current Medex 3 rate, which is \$479.59 and the Medex 2 rate, which is \$316.52. This number, \$163.07 times your contribution percentage of 25% equals \$40.77 per month. Since there are only five months remaining in the year, the individual savings will come to \$203.85 (\$204.00) + \$50.00 for the deductible, for which retirees will no longer be responsible, for a total of \$254.00 per subscriber.
3. For future plan years the base year calculation will be based on the Medex 3 rate for FY14 indexed to the Inflation rate of the Medex 2 rate on a year to year basis to account for healthcare inflation, multiplied for a full 12 months. The amount will be announced with the renewal rate for each January 1<sup>st</sup>.
4. The maximum amount to be funded by the Health Reimbursement Account in each plan year shall be an aggregate of \$200,000 for all city retirees. In future plan years, this maximum amount shall be adjusted by the same percentage described in paragraph three, above; provided however, that in no event shall this amount increase by more than two and one-half percent (2.5%) in any one year. When this amount is exhausted the Health Reimbursement Account shall be closed for the remainder of the plan year. Either party may request the other party to meet to revisit this funding amount on an annual basis, and upon such written request the parties shall meet in good faith for the purpose of ensuring that the amount of the Health Reimbursement Account is both adequate and not excessive; provided, however, that the terms of this agreement shall control until such time as a mutual written modification is reached.
5. The retiree will make the request for reimbursement using the Claim Form attached to this document and available on the City's website. All requests for reimbursements must be received by January 30<sup>th</sup>.
6. All requests for annual reimbursements must be submitted to the Human Resources Department, 141 Oak Street, Taunton by January 31<sup>st</sup>.

*Revised 4/16/14*

## APPENDIX I INCLUSION CLASSROOM STAFFING

The parties recognize that there are multiple models that can be utilized to teach and staff inclusion. Thus, the parties agree to the following staffing provisions for inclusion:

### **I. AVAILABLE INCLUSION STAFFING MODELS**

1. The models which will be available to be utilized inclusion classrooms are defined below:
  - a. Single Classroom: Consisting of the provision of education by a general educator and a special educator in the same classroom at the same time. At the middle school level the special educator may travel with their assigned students to different classrooms within the same team to which the special educator is assigned.
  - b. Multi-Classroom: Consisting of a special educator being assigned to no more than two classrooms that have students on “academic IEPs” (hereinafter defined as all IEP’s except those that provide only the following services: Speech and Language (SLP), Occupational Therapy (OT), Physical Therapy (PT), Adaptive Physical Education (APE), Vision Orientation and Mobility, Applied Behavior Analysis (ABA), Counseling Services) at the elementary school level. Consisting of a special educator being assigned to no more than two classrooms on the same team at the middle school, level. The special educator will consult with each general educator in the classrooms/team to which the special educator is assigned and make accommodations and adaptations for the students in the classroom/team who receive academic special education services, and provide education directly to any or all of the students in the classroom. Whenever feasible, each pair of elementary classrooms or each middle school team to which the special educator is assigned will have common language and math blocks and common planning time, which will be in addition to professional preparation time.
  - c. Facilitated Support: Consisting of a special educator working with two (2) classrooms containing students with academic IEPs on an alternating basis for the subject.
2. The staffing models set forth above will be available as follows:
  - a. Grades K-4:
    - i. A minimum of 5 Special Educators shall be provided to each building – one per grade level. Whenever there are no students in a grade level on academic IEPs, the School Based Inclusion Staffing Committee (“SBISC”) will determine how to best utilize the special educator at other grade levels in the building for that school year or until such time that students at that special educator’s grade level have academic IEPs.
    - ii. Special Educators who have 4 or fewer academic IEPs on their caseload in any given school year will provide push in services for such time as determined by the

School Based Inclusion Staffing Committee in the area of ELA or Math to other students in the building. Priority will be given to other students on academic IEPs, then to students at the special educator's grade level, and finally to students without academic IEPs at any grade level.

- iii. Kindergarten: At the discretion of the SBISC, either the Single Classroom or Multi-Classroom model will be followed for each Kindergarten inclusion classroom. In addition to the one (1) Kindergarten Assistant assigned for NAEYC, an additional Educational Assistant shall be assigned as a floater to the building if the total number of academic IEPs at the Kindergarten level is more than 6. The floater educational assistant will be utilized to support the inclusion Kindergarten classroom, to provide coverage for Team and other meetings of the special educators in the building, to assist in other inclusion rooms and, if no other needs exist, to cover for absent educational assistants in the building.
- iv. Grades 1-4:
  - A. For each building, one (1) additional Special Educator shall be assigned to the grade whenever there are more than twelve (12) students per grade on an academic IEP in Grades 1 and 2 or fourteen (14) students per grade on an academic IEP in Grades 3 and 4.
  - B. It is up to the School Based Inclusion Staffing Committee to decide whether to use the Single Classroom model or the Multi-Classroom model in every classroom. However, a Single Classroom model cannot result in more than eight (8) students having academic IEPs in that classroom.
  - C. One (1) Educational Assistant will be provided to the building whenever the number of students on an academic IEP for any grade in Grades 1-4 reaches nine (9) or multiples thereof (e.g. 18 students in the grade level would require 2 Educational Assistants to the building).
  - D. The School Based Inclusion Staffing Committee will determine how to utilize all Educational Assistants that are provided to staff inclusion.
- b. Grades 5-7:
  - i. It is up to the School Based Inclusion Staffing Committee to decide whether to use the Single Classroom or the Multi Classroom model in each grade with each special educator.
  - ii. In SY 13-14 only, one (1) Educational Assistant will be provided for each inclusion team. Starting with SY 14-15, one (1) Educational Assistant will be provided for each grade and an additional Educational Assistant will be provided for every Multi-Classroom model, for so long as a Multi-Classroom model is used (i.e. the Educational Assistant will be removed if during the year a Multi-Classroom model should change to a Single Classroom model). If two (2) Multi-Classroom models exist in a grade, the original grade level Educational Assistant

will be used for one of the Multi-Classroom models.

c. Grades 8-12:

- i. An inclusion classroom in the High School is any classroom containing both students without IEPs and students who receive academic special education services in the “B” grid. By comparison, substantially separate classrooms only contain students who receive special education services in the “C” grid.
  - ii. High School inclusion classrooms will have a limit of twelve (12) students on academic IEPs.
  - iii. At the choice of the School Based Inclusion Staffing Committee, either a Single Classroom model, or the Facilitated Support model will be utilized for each subject area for each semester in any inclusion classroom.
  - iv. The School Based Inclusion Staffing Committee for the High School shall include the Special Education Coordinator, Grades 7-12, Special Educators, Regular Educators, Guidance Counselors, Principal or Assistant Headmaster, Curriculum Supervisors, and/or a Central Office Administrator.
  - v. The School Based Inclusion Staffing Committee will meet at least two (2) times a year to make recommendations about the schedule and models for each semester.
  - vi. Inclusion special educators will be liaisons for up to thirty (30) students on academic IEPs. Students for whom a special educator is a liaison may (and likely will) not receive direct services from that special educator, and each special educator, therefore, will serve students for whom he or she is not the liaison.
  - vii. Whenever feasible, the special educator’s professional preparation time shall be scheduled to coincide with any regular educator whose classroom they provide direct services in, so as to allow for common planning time.
3. Educational Assistants (including Kindergarten Educational Assistants) that support inclusion classrooms/teams can be pulled out for training, but no more than six (6) times per school year.

## **II. CASELOADS**

1. The caseload agreements to be implemented for all elementary and middle school inclusion special educators shall be as follows:
  - a. Any special educator who is assigned primary responsibility in a non-substantially separate classroom/program shall be responsible for ensuring the provision of special education services for a limited number of academic IEPs for the school year. This shall be known as the “caseload” of the special educator. The caseload will be finalized as of the 90<sup>th</sup> school day. Thus, staffing changes shall be made based upon increases and decreases in the number of students on academic IEPs up to the 90<sup>th</sup>

school day, but shall not be required after the 90<sup>th</sup> school day. The caseload limitations are as follows:

- i. Kindergarten: 10 students on academic IEPs
  - ii. Grades 1-2: 12 students on academic IEPs
  - iii. Grades 3-4: 14 students on academic IEPs
  - iv. Grades 5-7: 14 students on academic IEP
- b. For purposes of determining whose “caseload” a student is assigned to, only academic IEPs that indicate on their placement pages (PL1’s) a student’s placement is full or partial inclusion shall be included in any “caseload” calculations for a special educator covered by this agreement.

Academic IEPs that indicate on their placement pages that IEP services are provided outside the general education classroom for greater than 60% of the time (i.e. placements considered to be “substantially separate programs”, or more restrictive) shall be included in the “caseload” calculation for special educators assigned primary responsibility in a substantially separate classroom/program. Staffing requirements for these students shall be maintained in accordance with the provisions of 603 CMR 28.06(6).

- c. Nothing in this Agreement shall prohibit the “caseload” of any special educator covered by this Agreement from having on it students who are assigned to more than one classroom, provided that the staffing model provisions established in this agreement are followed.

### **III. IMPLEMENTATION AND STAFFING**

1. Notwithstanding the provisions for staffing set forth in the preceding paragraphs, in recognition of the individualized nature of IEPs and the fact that students on IEPs may have low, moderate or high special education needs, even though their placement is considered to be in a full inclusion or partial inclusion program, it is agreed that for each school, all the special educators (including but not limited to those assigned to both inclusion and substantially separate classrooms/programs), the general educators, the building Principal and the building guidance counselor(s) (“School-Based Inclusion Staffing Committee”) shall meet within five (5) school days at the request of the Principal or at the request of two (2) or more staff members to confirm that the assignment of students and staff to such full inclusion or partial inclusion classrooms, including educational assistants, is appropriate to meet the needs of every student receiving such full inclusion or partial inclusion academic special education services, and will reallocate the existing teachers, and make recommendations for reassignments of the existing educational assistants (which it is understood remains the ultimate decision of the Principal to assign), and/or the classroom in which a particular student’s academic special education service(s) will be provided if agreed by all persons, even if it means the provisions of the preceding paragraphs are not followed, provided that any such decision does not violate the provision of any student’s IEP or the provisions of 603 CMR 28.06(6). These meetings will be for building personnel or the high school SBISC members only. If the School Based Inclusion Staffing Committee makes a

recommendation that violates the terms of this agreement, then the recommendation will be brought to the Superintendent and the Association for their joint review and further discussion.

2. Notwithstanding the provisions pertaining to no requirement for changes in the models being utilized or the inclusion staffing (including both special educators and educational assistants) after the 90<sup>th</sup> school day, should changes in the number of students on academic IEPs occur after the 90<sup>th</sup> school day, the School Based Inclusion Staffing Committee may, at its discretion, or the request of at least two (2) or more staff members, meet to discuss whether or not any changes to the staffing should be requested to address the changes in the number of students on academic IEPs. If the requested changes involve rearrangement of staff within the school building, such changes may be implemented immediately without further approval. If the requested changes cannot be effectuated using existing building staff, the recommendation will be forwarded to the Superintendent and the Association for its review and further discussion. If no agreement can be reached by the Superintendent and the Association within ten (10) school days, an agreed-upon neutral third party shall decide what, if any, staffing should be provided. Any staffing changes made under this paragraph shall not violate the provision of any student's IEP or the provisions of 603 CMR 28.06(6).
3. This Agreement does not prevent a special educator from providing direct special education academic services to students who are not included in his or her "caseload". Although this can occur, it is agreed that whenever a special educator is providing direct "C-Grid" academic special education services (i.e. those services that are provided under the "C" portion of the Service Delivery Grid of a student's IEP), the staffing requirements set forth in 603 CMR 28.06(6)(c) and (d) shall be followed.

#### **IV. ACADEMIC TESTING TEAM**

For the purposes of this paragraph, only, the Academic Testing Team is defined as consisting of the equivalent of two (2) FTE educators and one (1) FTE Speech Language Pathologist hired to perform the majority of the necessary educational evaluations at all grade levels in the District including initial evaluations, three-year evaluations and testing needed to release students from special education. The parties agree that the Academic Testing Team is integral to the success of special education services in the Taunton Public Schools. The District fully intends to preserve the academic testing team. If the District decides it must reduce the academic testing team to less than the equivalent two (2) FTE educators and one (1) FTE Speech and Language Pathologist at any time, or to eliminate the academic testing team, then the parties agree to open the contract, on this issue only, for the sole purpose of negotiating over the increase in work and change in working conditions for the special educators.

#### **V. MISCELLANEOUS**

1. The parties agree that the second, third, and fourth sentences set forth in Article VIII(E), paragraph 1 of the Collective Bargaining Agreement between the parties dated September 1, 2010 through August 30, 2013 will sunset at the conclusion of the 2013-2014 school year, provided the provisions of Section V(4 and 5), below, are met, and after that date,

all educators may be assigned to teach in an inclusion classroom, but the decision as to who will actually teach inclusion in any school year will be made at each building. This Agreement will replace all other provisions of Article VIII(E).

2. The District will provide ongoing and continuous professional development for inclusion each year consisting of both small group and large group instruction to ensure that all Taunton Public School staff members have the opportunity to become trained in understanding educating students who receive special education and related services, inclusion models and techniques, and best practices.

**APPENDIX J**  
**ALTERNATIVE HIGH SCHOOL STAFFING**

1. The Alternative High School shall have a minimum of four (4) FTE teachers – one (1) in each of the core subject areas unless student needs do not require the hiring of a full time teacher in any core area. Additional FTE or 0.5 FTE teachers may also be hired for the Alternative High School, as the Committee determines is necessary, and as student needs dictate. Changes to the current Collective Bargaining Agreement for Alternative High School teaching positions shall be as follows:

“After Workday Requirements” set forth in Article V(D) modified to apply “before the workday”, instead of, “after the workday”.

2. Alternative High School Part-Time Teachers shall teach no more than two (2) classes per school year and Alternative High School Part-Time Guidance Counselors shall provide no more than two (2) hours of guidance counselor services per day for a total of ten (10) hours per week. If a part-time teacher or part-time guidance counselor is absent for any reason, s/he shall not be paid for any absent time.
3. If all qualifications are equal, Association members shall be given preference for all part-time teaching positions in the Alternative High School. If there is a question over two potential candidates, the Superintendent will be presented with the qualifications of both the external and internal candidates, and shall determine who to hire, in accordance with the provisions of this paragraph. The decision of the Superintendent shall be final.
4. The Alternative High School Building Representative shall be given release time to attend Association board meetings.

## APPENDIX K TAUNTON PUBLIC SCHOOLS MENTORING PROGRAM

Serving as a mentor provides us with the opportunity to extend our influence from our own students to those of another educator, giving us the chance to help shape the philosophy, the perspective, and the skills of a colleague who is just starting his or her career with our District. Being a mentor can be both exceptionally rewarding and highly demanding, requiring us to draw upon techniques similar but not identical to those we use with our students every day.

Here in Taunton, we pride ourselves on having a highly collaborative, highly supportive environment in which all educators, new or experienced, feel that they can seek help or guidance from many sources. Nevertheless, the mentor-mentee relationship is a special one, and as such requires specific supports. The following are our District's expectations for mentors:

- Mentors receive 30 PDPs for their work over the course of the year; as a rough measure, **30 hours of training, contact, and observation time by the mentor with the mentee is a good minimum target.**
- Mentors should attend **the appropriate session of the New Teacher Orientation**, (usually held in the afternoon just before the first day for teachers), to meet their mentees and bring them back to their buildings.
- In general, mentor teams should plan to **meet formally about every other week**; while informal meetings will likely take place more frequently than this, setting aside dedicated time on a regular schedule is important to the process.
- Mentors and mentees should each have the opportunity to **observe each other's classroom at least once per marking term**; when prep time is not available for this to happen, coverage will be approved through the Assistant Superintendent's office.
- Mentor teams should plan to **attend the end-of-year reflection meeting and celebration**, when scheduled.

Above all else, the primary responsibility of a mentor is to foster a sense of professionalism and confidence in their mentee, and to encourage his or her growth as an educator. While the relationship certainly involves giving direction and offering constructive criticism, it is pointedly outside of the evaluative process; new teachers will receive plenty of advice from their "bosses," but they also need advice from a committed colleague.

**APPENDIX L  
EDUCATOR EVALUATION SYSTEM**

**Teacher Evaluation System**

**As Agreed to by the Taunton School  
Committee and the Taunton Education  
Association**

**Educator Evaluation Process  
with Forms, Goals, and Rubrics**

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## STATEMENT OF BELIEF ABOUT EDUCATOR EVALUATION

In 2011, Taunton Public School district administrators, the Taunton Educators' Association, and other stakeholders began a collaboration to reach agreement on a set of principles to guide the design and implementation of a new educator evaluation system. These principles were based on a core set of beliefs referred to as the "TORCHH Core Values," including the importance of trust, the need for an optimistic outlook, the value of respect for all individuals, the power of collaboration and high expectations and the impact of hard work.

The values led to guiding principles that would help Taunton educators focus on improve teaching and learning through a new evaluation system. The Taunton approach to educator evaluation would be characterized by:

1. Patience
2. Belief that educators make a difference
3. Collaboration enhances meaning and purpose
4. The necessity of multiple measures
5. The need for evaluators to be fully present and attentive
6. The importance of professional development

The Taunton Public Schools and the TEA spent considerable time in developing an educator evaluation system that fit these principles and values. To a large extent, our system has worked well. As a result of our work, we agree and continue to endorse the following framework for the role of student learning in the Taunton educator evaluation system.

The TPS educator evaluation system rests on the strong belief that student learning results from sound educator practice in a context that supports student learning. We acknowledge that external factors beyond a teacher's control are at times an obstacle to learning. In most instances, improved instructional practices will result in improved student learning. We remain committed to the belief that educators can make a difference in improving learning for all students.

The most valuable component of the TPS educator evaluation system are the conversations between the evaluator and educator about teaching and learning. Evaluators are responsible for providing meaningful and actionable feedback about instructional practices. Multiple measures of student learning and growth are necessary to develop an accurate picture of a full range of student achievement. Educators must recognize the need to modify instructional practice if multiple measures of learning over time indicate student learning is not occurring. An evaluator must be able to identify changes that need to be made in practice and assist the educator in making adjustments to curriculum and instructional practice through professional development or other support. Educators need to consider their instructional practice in the context of student learning and make adjustments based on student outcomes and feedback from their evaluators; likewise evaluators need to consider that some contextual factors that impact student learning are beyond the control of educators. The primary emphasis of the TPS educator evaluation system is on teacher support and student learning.

Nothing in this statement of belief is intended to override any of the specific language and processes that are laid out in this contract; rather it is intended to serve as a distillation of shared common values and expectations about how educator evaluation can improve outcomes for all of the children in our care.

**1) Purpose of Educator Evaluation**

- A) This contract language is negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq. 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 educators 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 (\* indicates definition is generally based on 603 CMR 35.02)**

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, academic coaches, some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes and/or small groups.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on unannounced and announced observations, artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **This definition intentionally left blank.**
- F) **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or from the effective date of hire or new assignment to the end of the school year for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. A new assignment shall be defined as the first year working under a different educator's license or a change from the prior year's assignment under the same license if not otherwise rated Proficient or Exemplary.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of at least 180 school days for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 45 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.
- H) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education
- I) **\*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").
- J) **\*Evaluator:** Any person designated by a superintendent who has responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Evaluators shall be evaluated pursuant to 603 CMR 35.00 and such other standards as may be established. Each Educator will have one Evaluator at any one time, except as provided for below, responsible for performing at least the minimum number of unannounced observations, developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and determining performance ratings.
- i) **Other Evaluators** may perform unannounced and announced observations and give evidence as appropriate.
  - ii) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. In these circumstances, and when approved by the Superintendent, the building principal and another authorized evaluator may serve as co-evaluators and share the responsibilities of observations and report writing accordingly. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominant assignment, the superintendent will determine who the primary evaluator will be.

- iii) **Notification:** The Educator shall be notified in writing of his/her Evaluators, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
  
- K) **Evaluation Cycle:** A five-component process that all Educators 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.
  
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
  
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
  
- N) **\*Formative Assessment:** The process used to assess progress toward 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.
  
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress toward attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
  
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.
  
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
  
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores. Measures may also include portfolios and capstone projects. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.
  
- S) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
  
- T) **Parties:** The Association and the Committee are the parties to this agreement.

- U) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator'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 Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator'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 Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) **\*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 35.03.
- W) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - 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)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- iii) Elements: Defines the individual components under each indicator
- iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*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 Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- BB) **\*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.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00.
- DD)

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, when available, 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 Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iii) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district, as set forth in Section 27 below.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations.
  - ii) Announced observation(s).
  - iii) Examination of Educator work products.
  - iv) Examination of student work samples.
- C) Other evidence relevant to one or more Performance Standards, including but not limited to:

- i) Evidence compiled and presented by the Educator, including:
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress toward professional practice goal(s);
  - iii) Evidence of progress toward student learning goal(s); and
  - iv) Student Feedback – see # 23, below.
- D) The amount of evidence expected to be provided by an Educator will be reasonable. It is understood that there may not be evidence for every Performance Standard. If needed, the JLMET shall provide guidance as to the amount of evidence that is reasonable.

**4) Rubric**

The rubric is a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The rubric is attached to this agreement.

**5) Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, the Districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The JLMET shall determine the frequency, type and quality of training based on guidance provided by ESE.
- B) In the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after November 1<sup>st</sup>, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within two (2) months of the date of hire. The JLMET shall determine the type and quality of the learning activity based on guidance provided by ESE.

**6) Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, no later than October 1, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Advise Educators and Evaluators that District and School goals and priorities, listings of professional development opportunities, and data needed to complete

the self-assessment and propose the goals, shall be available on the District website.

- iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided and employees may print or copy them using district machines.
- iv) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting.

**7) Evaluation Cycle: Self-Assessment**

**A) Completing the Self-Assessment**

- i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four 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 Educator's responsibility.
  - (b) An assessment of practice against each of the four Performance Standards of effective practice using the rubric.
  - (c) Proposed goals to pursue as described below.
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.

**B) Proposing the goals**

- i) Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
- ii) For Educators in their first year of practice, the Evaluator will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator 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 an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the educator may propose shared grade level or subject area team goals.

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

- A) Every Educator has an Educator Plan that includes, one goal related to the improvement of practice and one goal for the improvement of student learning. Additional goals beyond these two (2) goals may also be part of the Educator Plan at the discretion of the Educator. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams. 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 Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. In accordance with the definition pursuant to #2(P), above, all goals must be measurable; in most circumstances, this will require the use of quantities in the writing of these goals. The evaluator will retain final judgment as to whether or not specific goals, as written, are measurable.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
  - iii) The Evaluator shall meet individually with Educators with PTS and 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 grade level or subject matter goals.
- D) The Educator Plan shall be completed by November 1st. The Evaluator retains final authority over the content of the Educator's Plan. The Educator shall sign the Educator Plan within 5 school days of its receipt. The Educator may include a written response within 10 school days, which shall be attached to the plan. The Educator's signature does not indicate agreement or disagreement with its contents.

**9) Evaluation Cycle: Observation of Practice**

Teachers will be observed in accordance with the following chart. The minimum number of Unannounced Observations shall be conducted by the Evaluator. Other Evaluators shall be able

to perform any additional Unannounced Observations up to the maximum number, and any allowed Announced Observations. The observation schedule shall be as follows:

Educator Plan	Unannounced Observations	Announced Observations
Two-Year Self-Directed Growth Plan	4-8	0
One-Year Self-Directed Growth Plan	4-8	0
Directed Growth Plan	4-8	1 +*
Improvement Plan – less than 6 months	3-5	1
Improvement Plan – 6 months to 1 year	4-8	2
Developing Educator Plan – up to end of Year 1 toward PTS	4-8	1
Developing Educator Plan – up to end of Years 2 and 3 toward PTS	4-8	*

\*As mutually agreed upon by the Educator and the Evaluator or as directed by the Superintendent.

**10) This number intentionally left blank – all provisions deleted.**

**11) Observations**

The Evaluator’s first observation of the Educator shall take place between September 15 and November 15. Observations required by the Educator Plan shall be completed by May 15th. The Evaluator may conduct additional observations after this date, provided there is mutual agreement between the educator and evaluator. However, Observations shall not occur during the first two weeks or the last two weeks of the school year.

The Evaluator is not required nor expected to review all the indicators in the rubric during an observation. The parties agree that individual teaching styles vary and not all of the indicators on the rubric may be observed during any one class or lesson.

Educators shall have the right to defer one (1) unannounced observation per school year. Educators shall inform the evaluator of the deferral prior to the commencement of the observation by initialing and dating the Unannounced Observation Feedback Form where indicated.

**A) Unannounced Observations**

- i) Unannounced observations shall be classroom or worksite visitations of at least ten (10), and normally not more than fifteen (15), minutes in duration.
- ii) Evaluators shall indicate to Educators immediately upon entering the classroom or worksite that an observation will be taking place, either by speaking with the Educator or gaining the Educator’s attention by using a predetermined, evaluator-specific cue. At the start of the visit, Educators must tell the Evaluator if they wish to defer the unannounced observation.
- iii) The Educator will be provided with at least brief written feedback from the Evaluator within three (3) school days of the observation. In the case of Evaluators whose primary location is different than the Educator being observed, the Evaluator may take up to six (6) school days to return the written feedback

form. The written feedback shall be delivered to the Educator in person, on the Observation Report Form. The Educator shall sign the Observation Report Form upon receipt. Educators and Evaluators are welcome and encouraged to discuss the potential or final contents of the observation report before its drafting, at the time of its delivery, or in a subsequent meeting. The Educator's signature does not indicate agreement or disagreement with its contents. The Educator may include a written response within 10 school days, which shall be attached to the report.

- iv) Any unannounced 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 announced observation of at least 30 minutes in duration within 10 school days.
- v) No other observations may take place until after the feedback has been provided. The educator and administrator are encouraged to have conversations on feedback.

### B) Announced Observations

i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans, Educators on Directed Growth Plans and other educators at the discretion of the evaluator or at the request of the educator shall have at least one Announced Observation. Announced Observations shall be no less than 30 minutes in duration, announced and conducted according to the following:

- i) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
- ii) Within 5 school days of the scheduled observation, which date shall be collaboratively agreed upon by the Evaluator and the Educator (however if no date can be agreed upon collaboratively, the Evaluator will set a date), the Evaluator and Educator shall meet for a pre-observation conference.
  - (a) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
  - (b) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The Educator and the Evaluator will collaboratively agree on a new date for the observation, but if no date can be agreed upon collaboratively the Evaluator will set a date.
- iii) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- iv) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- (a) Describe the basis for the Evaluator's judgment.
  - (b) Describe actions the Educator should take to improve his/her performance.
  - (c) Identify support and/or resources the Educator may use in his/her improvement.
  - (d) State that the Educator is responsible for addressing the need for improvement.
- C) Walkthroughs, Learning Walks, Instructional Rounds, and other like procedures by any other name (herein called "Walkthroughs") are not observations for the sake of this evaluation system and do not result in evaluative feedback to individual educators. Walkthroughs shall be announced to building educators prior to the start of the school day that the walkthroughs are to occur. While general building-based comments may form a part of the feedback following a walkthrough, educator- or classroom-specific feedback will only be provided following a request from the educator.

**12) Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators 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 Teaching Practice or Educator goals or both.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator 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 to the Educator about his/her progress toward attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) By January 5<sup>th</sup> the Educator 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 educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) The Evaluator and the Educator will meet within ten (10) school days after completion of the Formative Assessment Report. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face. The Educator shall sign the Formative Assessment Report upon receipt. The Educator's signature does not indicate agreement or disagreement with its contents. The Educator may include a written response within 10 school days, which shall be attached to the report.

- F) Section deliberately left blank.
- G) Section deliberately left blank.
- H) Section deliberately left blank.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) Section deliberately left blank.
- K) After the formative assessment and upon the written request of the educator to the Superintendent, the Superintendent may authorize another trained supervisor to perform an additional observation to be used as evidence in the educator's summative evaluation.

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

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 of the first year of the two year cycle. The Educator'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 Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress toward attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No later than May 1, the Educator 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 educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall meet with any educator receiving an overall rating of needs improvement or unsatisfactory on the formative evaluation to discuss the evaluation. The meeting shall occur by June 1<sup>st</sup>. The Evaluator shall meet with any educator receiving an overall rating of proficient or exemplary on the formative evaluation to discuss the evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10<sup>th</sup>. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face. The Educator shall sign the Formative Evaluation Report upon receipt. The Educator's signature does not indicate agreement or disagreement with its contents. The Educator may include a written response within 10 school days, which shall be attached to the report.
- E) Failure to attain the numerical targets listed in either a student learning goal or a professional practice goal should not automatically result in a rating of needs improvement or unsatisfactory, and in no case may it be the sole justification of such a rating.
- F) Section deliberately left blank.

- G) Section deliberately left blank.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- J) After the formative evaluation and upon the written request of the educator to the Superintendent, the Superintendent may authorize another trained supervisor to perform an additional observation to be used as evidence in the educator's summative evaluation.

**14) Evaluation Cycle: Summative Evaluation**

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.
- 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. In determining the overall rating, the Evaluator shall consider all four standards and attainment of goals.
- C) Failure to attain the numerical targets listed in either a student learning goal or a professional practice goal should not automatically result in a rating of needs improvement or unsatisfactory, and in no case may it be the sole justification of such a rating.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) By May 1, the Educator 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 educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face no later than May 15<sup>th</sup>.

- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1<sup>st</sup>
- K) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10<sup>th</sup>.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report upon receipt. The Educator's signature does not indicate agreement or disagreement with its contents. The Educator may include a written response within 10 school days, which shall become part of the Summative Evaluation report.
- N) Section deliberately left blank.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

**15) Educator Plans – General**

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator 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:
  - i) One, or at the choice of the Educator more than one, goal related to improvement of practice tied to one or more Performance Standards;
  - ii) One, or at the choice of the Educator more than one, goal for the improvement of the learning, growth and achievement of the students under the Educator's responsibility;
  - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator 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 Educator'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. Professional Development activities provided by the District shall be compensated in accordance with the terms of the Collective Bargaining Agreement.
- D) Failure to attain the numerical targets listed in either a student learning goal or a professional practice goal should not automatically result in a rating of needs

improvement or unsatisfactory, and in no case may it be the sole justification of such a rating.

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

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

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

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

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

- A) A Directed Growth Plan, a plan of at least 180 school days, is for those Educators with PTS 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 Educator on a Directed Growth Plan shall be assigned an Evaluator-who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Directed Growth Plan.
- D) The Directed Growth Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- E) The Directed Growth Plan shall:
  - i) Define the 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 Educator must complete as a means of improving performance;
  - iii) Describe the assistance and resources that the district will make available to the Educator;
  - 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) Include the signatures of the Educator and Evaluator.
- F) The Evaluator and the educator shall collaboratively develop the Directed Growth Plan. The Evaluator retains final authority over the content of the Directed Growth Plan.
- G) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10<sup>th</sup>.
- H) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- I) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator may rate the Educator as unsatisfactory and may place the Educator on an Improvement Plan for the next Evaluation Cycle.

**19) Educator Plans: Improvement Plan**

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days. The Improvement Plan may offer the Educator the ability to engage in activities that occur during the summer before the next school year begins, but in no way shall summer work be considered mandatory.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned an Evaluator who is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
  - i) Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator and the educator shall collaboratively develop the Improvement Plan, which will include the provision of specific assistance to the Educator. The Evaluator retains final authority over the content of the Improvement Plan. The Educator shall sign the Educator Plan within 5 school days of its receipt. The Educator may include a

- written response within 10 school days, which shall be attached to the plan. The Educator's signature does not indicate agreement or disagreement with its contents.
- ii) The Educator may request that a representative of the Association attend the meeting(s).
  - iii) The Educator shall be advised of his/her right to Union representation at the time of being placed on an Improvement Plan, and this notification will also be included on the Improvement Plan Form.
- G) The Improvement Plan shall:
- i) Define the improvement goals directly related to the performance standard(s), and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance and resources that the district will make available to the Educator;
  - 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 Educator which must include minimally the Evaluator; and, at the request of the Educator, a mutually agreed upon Peer Assistant to provide technical assistance, information, and/or modeling of techniques, as required to meet the needs and goals specified in the Improvement Plan. Any TEA member fulfilling the role of Peer Assistant will be eligible for the same number of Professional Development Points as normally awarded for mentoring; and,
  - vii) Include the signatures of the Educator and Evaluator.
  - viii) If there is no agreement on the contents of the plan, the Educator, with Association representation if desired, shall submit the issue to the Superintendent for approval, whose decision shall be final.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator shall sign the Plan within 5 school days of its receipt. The Educator may include a written response within 10 school days, which shall be attached to the Plan. The Educator's signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

- (a) SELF-DIRECTED GROWTH PLAN: If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- (b) DIRECTED GROWTH PLAN: if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
- (c) IMPROVEMENT PLAN OR DISMISSAL: If the Evaluator determines that the Educator is not making substantial progress toward proficiency, or that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed or placed on another Improvement Plan.

**20) Timelines**

**A) Educators on a One Year Plan**

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process [Refer to Section 6(A)]	October 1
Evaluator meets with first-year educators to assist in self-assessment and goal setting process [Refer to Section 6(B)]	October 1
Educator submits self-assessment and proposed goals [Refer to Section 7(a)(i)]	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year) [Refer to Section 8(C)]	October 15
Evaluator authorizes Educator Plans [Refer to Section 8(D)]	November 1
Evaluator should complete first observation of each Educator [Refer to Section 11]	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) [Refer to Section 12(D)]	January 5
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans [No reference as no date established above]	February 1
Evaluator holds Formative Assessment Meetings [No reference as no date established above]	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) [Refer to Section 14(G)]	May 1

Evaluator completes Summative Evaluation Report [Refer to Section 14(I)]	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory [Refer to Section 14(J)]	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator [Refer to Section 14(K)]	June 10

**B) Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>Completed By:</b>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) [Refer to Section 13(C)]	May 1 of Year 1
Evaluator completes Formative Evaluation Report [Refer to Section 13(A)]	May 15 of Year 1
Evaluator meets with Educators whose overall Formative Evaluation ratings are Needs Improvement or Unsatisfactory [Refer to Section 13(D)]	June 1 of Year 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator [Refer to Section 13(D)]	June 10 of Year 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) [Refer to Section 13(C)]	May 1 of Year 2
Evaluator completes Summative Evaluation Report [Refer to Section 13(A)]	May 15 of Year 2
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory [Refer to Section 13(D)]	June 1 of Year 2
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator [Refer to Section 13(D)]	June 10 of Year 2

**C) Educators on Plans of Less than One Year**

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

**21) Career Advancement**

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

**22) Using Student feedback in Educator Evaluation**

The Educator shall establish an age-appropriate method for seeking student feedback prior to the end of the current educator plan. The Educator will inform students that identifying themselves on the feedback mechanism is optional. The feedback will be used solely by the Educator to inform his/her self-assessment and goal setting for the subsequent educator plan. Upon request, the educator will explain how the feedback has informed his/her self-assessment and goal-setting.

**23) Using Staff feedback in Administrator Evaluation**

Staff feedback used in Administrator Evaluations will be voluntary and anonymous.

**24) General Provisions**

Only licensed educators may serve as evaluators of Educators, as limited by the following stipulations:

- i) No member of the Taunton Educators' Association may serve as the Evaluator of another member of the Association.
- ii) Any Evaluator must be appropriate to serve as an Evaluator for any given Educator, considering that Educator's licensure and current assignment.
  - a) If an Educator feels that his or her assigned Evaluator is not appropriate, he or she may appeal that choice to the Superintendent whose decision shall be final. The Superintendent may choose to confirm the choice or select a different Evaluator. The decision in this situation will be understood to apply to the current school year only, and not to predetermine any future choices.
- iii) Unit B Assistant Principals at the PK-4 level may not evaluate personnel currently teaching in the Assistant Principal's grade level.
- iv) Curriculum Supervisors and Curriculum Coordinators may only evaluate within their area of licensure or within their area of responsibility.
- v) Curriculum Supervisors and Curriculum Coordinators may only evaluate Special Education personnel who are currently teaching in the Supervisor's or Coordinator's area of responsibility.
- vi) Notwithstanding changes of title or administrative restructuring, only the following should generally serve as Evaluators:

- Assistant Superintendent for Curriculum and Instruction
- Director of Special Education
- Director of Personnel
- Director of ELL
- Director of Libraries
- Headmaster
- Principals
- Curriculum Supervisors
- Curriculum Coordinators
- Special Education Coordinators
- Title I Director
- Unit B Assistant Principals
- Director of Technology
- Director of Virtual Learning
- Assistant Headmaster
- Associate Headmasters
- Director of JROTC

- B) Evaluators shall not make negative comments about the Educator'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 an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

- C) The superintendent shall ensure that Evaluators have initial and ongoing training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. An Association Representative shall attend any such meeting at the discretion of the Educator.
- E) Questions or concerns of either party may be raised at regular Labor Management Committee meetings. In addition, and upon request of either party, an ad hoc committee charged with reviewing and potentially revising the elements included on the Educator Evidence Sheet (a sample and related procedures are included in Appendix A) will meet in June to carry out such work. This committee will consist of equal numbers of representatives from the TEA, the TAA, and non-unit administrators. If this committee cannot come to a consensus regarding elements to be evaluated during the following year, the process already outlined in this Agreement will remain in place.
- F) Violations of this article are subject to the grievance and arbitration procedures. The dismissal for any reason of a teacher with professional status is subject to arbitral review in accordance with the standards of M.G.L. c. 71 § 42. In all cases where the dismissal is based upon the evaluation process, the arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. Substantial compliance shall refer to a situation where the process has resulted in a fair and thorough evaluation, but the evaluator has missed deadlines; that type of misstep shall not undo an otherwise fair evaluation process.

### Forms Overview

**Educator Tracking Sheet.** This form is intended to be used to track the completion of each step throughout the educator's evaluation process. It will be completed by the educator in conjunction with his/her primary (and possibly supervising) evaluator.

**Self-Assessment Form.** This form is intended to be used in support of Step 1: Self-Assessment, the educator's initial step of the cycle. The form can be used by individuals or teams; however, each individual will need to submit a self-assessment. Evaluators sign the form to indicate receipt. The form includes sections for the educator to complete an analysis of student learning, growth, and achievement and an assessment of practice against performance standards. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Goal Setting Form.** This form is intended to be used in support of Step 1: Self-Assessment **and** Step 2: Goal Setting and Plan Development. Individuals and teams may use this form to propose goals (a minimum of one student learning goal and one professional practice goal). The form should initially be submitted with the Self-Assessment Form with the box "Proposed Goals" checked. If the goals are approved as written, the evaluator will check the box "Final Goals" and include a copy of the form with the **Educator Plan Form**. If the goals undergo further refinement, edits may be made to the original, or the form may be rewritten. If the form is redone, the new form should have the box "Final Goals" checked and should then be attached to the **Educator Plan Form**. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Educator Plan Form.** This form is intended to be used in support of Step 2: Goal Setting and Plan Development. It will either be completed by the educator for a *Self-Directed Growth Plan*, by the educator and the evaluator together for a *Directed Growth Plan* and a *Developing Educator Plan*, and by the evaluator for an *Improvement Plan*. Completion and/or submission of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Evaluator Record of Evidence Form.** This form is intended to be used by the evaluator in gathering evidence of an educator's practice during Step 3: Implementation of the Plan. It will be completed by the evaluator and may be reviewed by the educator at any time.

**Educator Collection of Evidence Form.** This form is intended to be used to support the educator in collecting evidence of his/her practice. It will be completed by the educator and shared with the evaluator prior to Formative Assessment/Evaluation and Summative

**Formative Assessment Report Form.** This form is intended to be used in support of an educator's formative assessment (Step 4) at the mid-point of the evaluation cycle, at minimum; it can be used multiple times as Formative Assessment can be ongoing. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Formative Evaluation Report Form.** This form is intended to be used in support of an educator's formative evaluation at the end of year one of a two-year *Self-Directed Growth Plan*. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative

of progress that includes feedback for improvement. At the point of Formative Evaluation, the overall rating is assumed to be the same as the prior summative evaluation unless evidence demonstrates a significant change in performance leading to a change in Overall Rating and, possibly, Educator Plan. If there is a change in rating, evaluators must provide comments on each of the four Standards briefly describing *why* the rating has changed, the *evidence* that led to a change in rating, and offering *feedback for improvement* (evaluators are encouraged to provide comments even if there is no change to ensure that educators have a clear sense of their progress and performance and receive feedback for improvement). Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Summative Evaluation Report Form.** This form is intended to be used for Step 5: Summative Evaluation. This form applies to all Educator Plans. It will be completed by the evaluator. The evaluator must complete all sections, which are: “Attainment of Student Learning Goal(s),” “Attainment of Professional Practice Goal(s),” “Rating on each Standard,” “Overall Performance Rating,” and “Plan Moving Forward.” Evaluators must provide comments on the student learning goal(s), professional practice goal(s), each of the four Standards, and the overall rating briefly describing the level of attainment or performance rating, the *evidence* that led to the level of attainment/rating, and offering *feedback for improvement*. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response. Completion of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Educator Response Form.** This form is intended to be used in support of the educator, should he/she want to have a formal response to any part of the evaluation process kept on record. It will be completed by the educator; the evaluator will sign to acknowledge receipt. If the form is submitted in response to the Formative Assessment/Evaluation or to the Summative Evaluation, receipt of the response will also be noted and initialed on the **Educator Tracking Sheet**.

**Unannounced Observation Feedback Form.** This form is intended to be used by the evaluator during and after unannounced observations.

**Announced Observation Feedback Form.** This form is intended to be used by the evaluator during and after announced observations

## Evaluation Tracking Sheet

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

Educator Plan:       Self-Directed Growth Plan       Directed Growth Plan  
                           Developing Educator Plan       Improvement Plan

Plan Duration:       2-Year       One-Year       Less than a year \_\_\_\_\_

Evaluation Step	Date(s)	Educator Initials	Evaluator(s) Initials
Self-Assessment received by evaluator			
Educator Plan development completed			
<input type="checkbox"/> Formative Assessment conference, if any <sup>1</sup> <input type="checkbox"/> Formative Evaluation conference, if any <sup>2</sup>			
<input type="checkbox"/> Formative Assessment Report completed <input type="checkbox"/> Formative Evaluation Report completed <sup>3</sup>			
Educator response, if any, received by evaluator <sup>4</sup>			
Summative Evaluation conference, if any			
Summative Evaluation Report completed			
Educator response, if any, received by evaluator			

<sup>1</sup> As per the Massachusetts Model System for Educator Evaluation Contract Language, evaluation conferences are required for ratings of Needs Improvement and Unsatisfactory but conferences may be requested by either the educator or evaluator for any Educator Plan. The conference may occur before or after the Report is completed; the sequence in the above table does not denote required chronological order.

<sup>2</sup> Formative Evaluation only occurs at the end of the first year of a **two-year Self-Directed Growth Plan**.

<sup>3</sup> The educator's formative evaluation rating at the end of the first year of the two-year cycle shall be the same as the previous summative rating unless evidence demonstrates a significant change in performance. In such a case, the rating on the formative evaluation may change. Assigning ratings is optional during Formative Assessment.

<sup>4</sup> An educator may provide written comments to the evaluator at any time using the Educator Response Form but 603 CMR 35.06 ensures that educators have an opportunity to respond to the Formative Assessment, Formative Evaluation, and Summative Evaluation in writing.

# Self-Assessment Form

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Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

## **Part 1: Analysis of Student Learning, Growth, and Achievement**

*Briefly summarize areas of strength and high-priority concerns for students under your responsibility for the upcoming school year. Cite evidence such as results from available assessments. This form should be individually submitted by educator, but Part 1 can also be used by individuals and/or teams who jointly review and analyze student data.*

[603 CMR 35.06 \(2\)\(a\)1](#)

Team, if applicable: \_\_\_\_\_

List Team Members below:

_____	_____
_____	_____
_____	_____

# Self-Assessment Form

---

Educator—Name/Title: \_\_\_\_\_

<p><b>Part 2: Assessment of Practice Against Performance Standards</b> <i>Citing your district's performance rubric, briefly summarize areas of strength and high-priority areas for growth. Areas may target specific Standards, Indicators, or Elements, or span multiple Indicators or Elements within or across Standards. The form should be individually submitted by educator, but Part 2 can also be used by teams in preparation for proposing team goals.</i></p> <p style="text-align: center;"><a href="#"><u>603 CMR 35.06 (2)(a)2</u></a></p>

Team, if applicable: \_\_\_\_\_

List Team Members below:

_____	_____
_____	_____
_____	_____

Signature of Educator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

\* The evaluator's signature indicates that he or she has received a copy of the self-assessment form and the goal setting form with proposed goals. It does not denote approval of the goals.

# Goal Setting Form

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Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

Check all that apply<sup>5</sup>:  Proposed Goals  Final Goals

Reviewer's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

A minimum of one student learning goal and one professional practice goal are required. **Team goals must be considered** per [603 CMR 35.06\(3\)\(b\)](#). Attach pages as needed for additional goals or revisions made to proposed goals during the development of the Educator Plan.

<b>Student Learning Goal</b> <i>Check whether goal is individual or team; write team name if applicable.</i>	<b>Professional Practice Goal</b> <i>Check whether goal is individual or team; write team name if applicable.</i>
<input type="checkbox"/> Individual <input type="checkbox"/> Team: _____	<input type="checkbox"/> Individual <input type="checkbox"/> Team: _____

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<sup>5</sup> If proposed goals change during Plan Development, edits may be recorded directly on original sheet or revised goal may be recorded on a new sheet. If proposed goals are approved as written, a separate sheet is not required.

# Educator Plan Form

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Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

Educator Plan:       Self-Directed Growth Plan       Directed Growth Plan  
                          Developing Educator Plan       Improvement Plan\*

Plan Duration:       2-Year       One-Year       Less than a year \_\_\_\_\_

Start Date: \_\_\_\_\_      End Date: \_\_\_\_\_

**Goal Setting Form with final goals is attached to the Educator Plan.**  
Some activities may apply to the pursuit of multiple goals or types of goals (student learning or professional practice). Attach additional pages as necessary.

<b>Student Learning Goal(s): Planned Activities</b> <i>Describe actions the educator will take to attain the student learning goal(s). Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
<b>Action</b>	<b>Supports/Resources from School/District<sup>1</sup></b>	<b>Timeline or Frequency</b>

\*Additional detail may be attached if needed

# Educator Plan Form

Educator—Name/Title: \_\_\_\_\_

<b>Professional Practice Goal(s): Planned Activities</b> <i>Describe actions the educator will take to attain the professional practice goal(s).                      Activities may apply to individual and/or team. Attach additional pages as needed.</i>		
Action	Supports/Resources from School/District <sup>6</sup>	Timeline or Frequency

**This Educator Plan is “designed to provide educators with feedback for improvement, professional growth, and leadership,” is “aligned to statewide Standards and Indicators in 603 CMR 35.00 and local Performance Standards,” and “is consistent with district and school goals.”** (see [603 CMR 35.06 \(3\)\(d\)](#) and [603 CMR 35.06\(3\)\(f\).](#))

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Educator \_\_\_\_\_ Date \_\_\_\_\_

\* As the evaluator retains final authority over goals to be included in an educator’s plan (see [603 CMR 35.06\(3\)\(c\)](#)), the signature of the educator indicates that he or she has received the Goal Setting Form with the “Final Goal” box checked, indicating the evaluator’s approval of the goals. The educator’s signature does not necessarily denote agreement with the goals. Regardless of agreement with the final goals, signature indicates recognition that “It is the educator’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.” (see [603 CMR 35.06\(4\)](#))

<sup>6</sup> Must identify means for educator to receive feedback for improvement per [603 CMR 35.06\(3\)\(d\)](#)

## Evaluator Record of Evidence Form

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

Academic Year: \_\_\_\_\_ Educator Plan and Duration: \_\_\_\_\_

<b>Standards and Indicators for Effective Teaching Practice: Rubric Outline</b> as per <u>603 CMR 35.03</u> The evaluator should track collection to ensure that sufficient evidence has been gathered.			
<b>I. Curriculum, Planning, &amp; Assessment</b>	<b>II. Teaching All Students</b>	<b>III. Family &amp; Community Engagement</b>	<b>IV. Professional Culture</b>
<input type="checkbox"/> I-A. Curriculum and Planning <input type="checkbox"/> I-B. Assessment <input type="checkbox"/> I-C. Analysis	<input type="checkbox"/> II-A. Instruction <input type="checkbox"/> II-B. Learning Environment <input type="checkbox"/> II-C. Cultural Proficiency <input type="checkbox"/> II-D. Expectations	<input type="checkbox"/> III-A. Engagement <input type="checkbox"/> III-B. Collaboration <input type="checkbox"/> III-C. Communication	<input type="checkbox"/> IV-A. Reflection <input type="checkbox"/> IV-B. Professional Growth <input type="checkbox"/> IV-C. Collaboration <input type="checkbox"/> IV-D. Decision-making <input type="checkbox"/> IV-E. Shared Responsibility <input type="checkbox"/> IV-F. Professional Responsibilities

\* The Rubric Outline is intended to be used for citing Standards and Indicators. Evaluators should review the full rubric for analysis of evidence and determination of ratings

# Evaluator Record of Evidence Form

Educator: \_\_\_\_\_

Evaluator: \_\_\_\_\_

<b>Date</b> <i>(Record date of collection, duration if applicable)</i>	<b>Source of Evidence*</b> <i>(e.g., parent conference, observation)</i>	<b>Standard(s)/ Indicator(s)</b> <i>Note Standard(s) and Indicator(s) to which evidence is tied</i>	<b>Analysis of Evidence</b> <i>Record notes "based on observations and artifacts of professional practice, including unannounced observations of practice of any duration" or other forms of evidence to support determining ratings on Standards as per <u>603 CMR 35.07</u></i>	<b>Feedback Provided</b> <i>Briefly record feedback given to educator (e.g., strengths recognized, suggestions for improvement)</i>
EX: 11/8/11	EX: unit plans, benchmark data	EX: I-B	EX: unit plans were appropriately modified after analysis of benchmark data to better reflect student performance at mid-point of semester	EX: recognized strong adjustment to practice, suggested teacher collaborate with team on backward curriculum mapping

\*note if classroom observations are announced or unannounced



# Formative Assessment Report Form

---

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

**Assessing<sup>8</sup>:**

Progress toward attaining goals

Performance on Standards

Both

**Progress Toward Student Learning Goal(s)**

*Describe current level of progress and feedback for improvement. Attach additional pages as needed.*

**Progress Toward Professional Practice Goal(s)**

*Describe current level of progress. Attach additional pages as needed.*

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<sup>8</sup> As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative assessment shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

# Formative Assessment Report Form

---

Educator—Name/Title: \_\_\_\_\_

<b>Performance on Each Standard</b> <i>Describe performance and feedback for improvement. Attach additional pages as needed.</i>
<b>I: Curriculum, Planning, &amp; Assessment</b>
<b>II: Teaching All Students</b>
<b>III: Family &amp; Community Engagement</b>
<b>IV: Professional Culture</b>

**The educator shall have the opportunity to respond in writing to the formative assessment as per [603 CMR 35.06\(5\)\(c\)](#) on the Educator Response Form.**

Signature of Evaluator \_\_\_\_\_ Date Completed: \_\_\_\_\_

Signature of Educator\* \_\_\_\_\_ Date Received: \_\_\_\_\_

\* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

# Formative Evaluation Report Form

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\* For educators on two-year Self-Directed Growth Plans at the end of Year One of the cycle

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

### Assessing<sup>1</sup>:

Progress toward attaining goals

Performance on Standards

Both

#### Progress Toward Student Learning Goal(s)

*Attach additional pages as needed.*

Rationale, evidence, and feedback for improvement:

#### Progress Toward Professional Practice Goal(s)

*Attach additional pages as needed.*

Rationale, evidence, and feedback for improvement:

---

<sup>1</sup> As per [603 CMR 35.02](#) and [603 CMR 35.06\(5\)](#), formative evaluation shall mean the process used to assess progress towards attaining goals set forth in educator plans, performance on performance standards, or both.

# Formative Evaluation Report Form

---

Educator—Name/Title: \_\_\_\_\_

- Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed
- Evaluator is assigning ratings that differ from prior Summative Evaluation; comments are required

Rating on Each Standard	
<b>I: Curriculum, Planning, &amp; Assessment</b>	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>  	
<b>II: Teaching All Students</b>	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>  	
<b>III: Family/Community Engagement</b>	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>  	
<b>IV: Professional Culture</b>	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>  	



# Summative Evaluation Report Form

---

Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

Current Plan:       Self-Directed Growth Plan       Directed Growth Plan  
                          Developing Educator Plan       Improvement Plan

**Progress Toward Student Learning Goal(s)**  
*Attach additional pages as needed.*

Rationale, evidence, and feedback for improvement:

**Progress Toward Professional Practice Goal(s)**  
*Attach additional pages as needed.*

Rationale, evidence, and feedback for improvement:

# Summative Evaluation Report Form

---

Educator—Name/Title: \_\_\_\_\_

Rating on Each Standard	
<b>I: Curriculum, Planning, &amp; Assessment</b>	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>  	
<b>II: Teaching All Students</b>	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>  	
<b>III: Family/Community Engagement</b>	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>  	
<b>IV: Professional Culture</b>	<input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Proficient <input type="checkbox"/> Exemplary
<u>Rationale, evidence, and feedback for improvement:</u>  	

# Summative Evaluation Report Form

---

Educator—Name/Title: \_\_\_\_\_

## Overall Performance Rating

- Unsatisfactory       Needs Improvement       Proficient       Exemplary

Rationale, evidence, and feedback for improvement:

## Plan Moving Forward

- Self-Directed Growth Plan       Directed Growth Plan       Improvement Plan       Developing Educator Plan

**The educator shall have the opportunity to respond in writing to the summative evaluation as per [603 CMR 35.06\(6\)](#) on the Educator Response Form.**

Signature of Evaluator \_\_\_\_\_ Date Completed: \_\_\_\_\_

Signature of Educator\* \_\_\_\_\_ Date Received: \_\_\_\_\_

\* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form.

# Educator Response Form

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Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

School(s): \_\_\_\_\_

**Response to: (check all that apply)**

- Educator Plan, including goals and activities
- Evaluator collection and/or analysis of evidence
- Formative Assessment or Evaluation Report
- Summative Evaluation Report
- Other: \_\_\_\_\_

<b>Educator Response</b> <i>Attach additional pages as needed</i>

Signature of Educator \_\_\_\_\_ Date \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Attachment(s) included

# Unannounced Observation Feedback Form

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Educator—Name/Title: \_\_\_\_\_

Educator's Initials

Evaluator/Observer—Name/Title: \_\_\_\_\_

\_\_\_\_\_

I am deferring my unannounced observation

School/Class/Activity: \_\_\_\_\_ Date and Timeframe: \_\_\_\_\_

## Observation Feedback

*Provide notes and judgments made during the observation resulting in targeted and constructive feedback. It may include examination of artifacts of practice including student work. Attach artifacts if appropriate.*

Check here if this observation results in one or more standards judged to be unsatisfactory or needs improvement for the first time. If so, it must be followed by at least one observation of at least 30 minutes in duration within 10 school days

Signature of Evaluator \_\_\_\_\_ Date Completed: \_\_\_\_\_

Signature of Educator\* \_\_\_\_\_ Date Received: \_\_\_\_\_

\* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form

# Announced Observation Feedback Form

---

Educator—Name/Title: \_\_\_\_\_

Evaluator/Observer—Name/Title: \_\_\_\_\_

School/Class/Activity: \_\_\_\_\_ Date and Timeframe: \_\_\_\_\_

**Assessing progress toward (check all that apply):**

- |  |  |
|--|--|
| <input type="checkbox"/> Student learning goal(s)      | <input type="checkbox"/> Standard I: Curriculum, Planning & Assessment |
| <input type="checkbox"/> Professional practice goal(s) | <input type="checkbox"/> Standard II: Teaching All Students            |
|  | <input type="checkbox"/> Standard III: Family & Community Engagement   |
|  | <input type="checkbox"/> Standard IV: Professional Culture             |

### Observation Feedback

*Provide notes and judgments made during the observation resulting in targeted and constructive feedback. It may include examination of artifacts of practice including student work. Attach artifacts if appropriate.*

For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must: (1) describe the basis for the Evaluator's judgment; (2) describe actions the Educator should take to improve his/her performance; (3) identify support and/or resources the Educator may use in his/her improvement; and (4) state that the Educator is responsible for addressing the need for improvement.

Signature of Evaluator \_\_\_\_\_ Date Completed: \_\_\_\_\_

Signature of Educator\* \_\_\_\_\_ Date Received: \_\_\_\_\_

\* Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. Educators have the opportunity to respond to this report in writing and may use the Educator Report Form

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

**Standard I: Curriculum, Planning, and Assessment.** *The teacher promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

**Indicator I-A. Curriculum and Planning: Knows the subject matter well, has a good grasp of child development and how students learn, and designs effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes.**

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Subject Matter Knowledge	Demonstrates limited knowledge of the subject matter and/or its pedagogy; relies heavily on textbooks or resources for development of the factual content. Rarely engages students in learning experiences focused on complex knowledge or skills in the subject.	Demonstrates factual knowledge of subject matter and the pedagogy it requires by sometimes engaging students in learning experiences around complex knowledge and skills in the subject.	<b>Demonstrates sound knowledge and understanding of the subject matter and the pedagogy it requires by consistently engaging students in learning experiences that enable them to acquire complex knowledge and skills in the subject.</b>	Demonstrates expertise in subject matter and the pedagogy it requires by engaging all students in learning experiences that enable them to synthesize complex knowledge and skills in the subject. Is able to model this element.
I-A-2. Child and Adolescent Development	Demonstrates little or no knowledge of developmental levels of students this age or differences in how students learn. Typically develops one learning experience for all students that does not enable most students to meet the intended outcomes.	Demonstrates knowledge of developmental levels of students this age but does not identify developmental levels and ways of learning among the students in the class and/or develops learning experiences that enable some, but not all, students to move toward meeting intended outcomes.	<b>Demonstrates knowledge of the developmental levels of students in the classroom and the different ways these students learn by providing differentiated learning experiences that enable all students to progress toward meeting intended outcomes.</b>	Demonstrates expert knowledge of the developmental levels of the teacher's own students and students in this grade or subject more generally and uses this knowledge to differentiate and expand learning experiences that enable all students to make significant progress toward meeting stated outcomes. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-3. Rigorous Standards- Based Unit Design	Plans individual lessons rather than units of instruction, or designs units of instruction that are not aligned with state standards/ local curricula, lack measurable outcomes, and/or include tasks that mostly rely on lower level thinking skills.	Designs units of instruction that address some knowledge and skills defined in state standards/local curricula, but some student outcomes are poorly defined and/or tasks rarely require higher-order thinking skills.	<b>Designs units of instruction with measurable outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn the knowledge and skills defined in state standards/local curricula.</b>	Designs integrated units of instruction with measurable, accessible outcomes and challenging tasks requiring higher-order thinking skills that enable students to learn and apply the knowledge and skills defined in state standards/local curricula. Is able to model this element.
I-A-4. Well- Structured Lessons	Develops lessons with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping for the intended outcome or for the students in the class.	Develops lessons with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	<b>Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.</b>	Develops well-structured and highly engaging lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

**Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.**

I-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-B-1. Variety of Assessment Methods	Administers only the assessments required by the school and/or measures only point-in-time student achievement.	May administer some informal and/or formal assessments to measure student learning but rarely measures student progress toward achieving state/local standards.	<b>Designs and administers a variety of informal and formal methods and assessments, including common interim assessments, to measure each student's learning, growth, and progress toward achieving state/local standards.</b>	Uses an integrated, comprehensive system of informal and formal assessments, including common interim assessments, to measure student learning, growth, and progress toward achieving state/local standards. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice or modifies future instruction based on the findings.	<b>Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for students.</b>	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for individuals and groups of students and appropriate modifications of lessons and units. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

### Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.

I-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-C-1. Analysis and Conclusions	Does not draw conclusions from student data beyond completing minimal requirements such as grading for report cards.	Draws conclusions from a limited analysis of student data to inform student grading and promotion decisions.	<b>Individually and with colleagues, draws appropriate conclusions from a thorough analysis of a wide range of assessment data to improve student learning.</b>	Individually and with colleagues, draws appropriate, actionable conclusions from a thorough analysis of a wide range of assessment data that improve short- and long-term instructional decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback.	Only occasionally shares with colleagues conclusions about student progress and/or only occasionally seeks feedback from them about practices that will support improved student learning.	<b>Regularly shares with appropriate colleagues (e.g., general education, special education, and English learner staff) conclusions about student progress and seeks feedback from them about instructional or assessment practices that will support improved student learning.</b>	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning. Is able to model this element.
I-C-3. Sharing Conclusions With Students	Provides little or no feedback on student performance except through grades or report of task completion, or provides inappropriate feedback that does not support students to improve their performance.	Provides some feedback about performance beyond grades but rarely shares strategies for students to improve their performance toward objectives.	<b>Based on assessment results, provides descriptive feedback and engages students and families in constructive conversation that focuses on how students can improve their performance.</b>	Establishes early, constructive feedback loops with students and families that create a dialogue about performance, progress, and improvement. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

**Standard II: Teaching All Students.** *The teacher promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.*

**Indicator II-A. Instruction: Uses instructional practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.**

II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-A-1. Quality of Effort and Work	Establishes no or low expectations around quality of work and effort and/or offers few supports for students to produce quality work or effort.	May states high expectations for quality and effort, but provides few exemplars and rubrics, limited guided practice, and/or few other supports to help students know what is expected of them; may establish inappropriately low expectations for quality and effort.	<b>Consistently defines high expectations for the quality of student work and the perseverance and effort required to produce it; often provides exemplars, rubrics, and guided practice.</b>	Consistently defines high expectations for quality work and effort and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
II-A-2. Student Engagement	Uses instructional practices that leave most students uninvolved and/or passive participants.	Uses instructional practices that motivate and engage some students but leave others uninvolved and/or passive participants.	<b>Consistently uses instructional practices that are likely to motivate and engage most students during the lesson.</b>	Consistently uses instructional practices that typically motivate and engage most students both during the lesson and during independent work and home work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices to accommodate differences.	May use some appropriate practices to accommodate differences, but fails to address an adequate range of differences.	<b>Uses appropriate practices, including tiered instruction and scaffolds, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.</b>	Uses a varied repertoire of practices to create structured opportunities for each student to meet or exceed state standards/local curriculum and behavioral expectations. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

**Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.**

II-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	<b>Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.</b>	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	<b>Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.</b>	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-3. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take academic risks or challenge themselves to learn.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take academic risks.	<b>Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take academic risks; and challenge themselves to learn.</b>	Consistently supports students to identify strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Models these skills for colleagues.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

**Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.**

II-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-C-1. Respects Differences	Establishes an environment in which students demonstrate limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences	<b>Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.</b>	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this practice.
II-C-2. Maintains Respectful Environment	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	<b>Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.</b>	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this practice.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

### Indicator II-D. Expectations: Plans and implements lessons that set clear and high expectations and also make knowledge accessible for all students.

II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
II-D-1. Clear Expectations	Does not make specific academic and behavior expectations clear to students.	May announce and post classroom academic and behavior rules and consequences, but inconsistently or ineffectively enforces them.	<b>Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.</b>	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot master challenging material.	May tell students that the subject or assignment is challenging and that they need to work hard but does little to counteract student misconceptions about innate ability.	<b>Effectively models and reinforces ways that students can master challenging material through effective effort, rather than having to depend on innate ability.</b>	Effectively models and reinforces ways that students can consistently master challenging material through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, materials, and assessments to make challenging material accessible to all students.	Occasionally adapts instruction, materials, and assessments to make challenging material accessible to all students.	<b>Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.</b>	Individually and with colleagues, consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

**Standard III: Family and Community Engagement.** *The teacher promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.*

<b>Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.</b>				
<b>III-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	<b>Uses a variety of strategies to support every family to participate actively and appropriately in the classroom and school community.</b>	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

<b>Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.</b>				
<b>III-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
III-B-1. Learning Expectations	Does not inform parents about learning or behavior expectations.	Sends home only a list of classroom rules and the learning outline or syllabus for the year.	<b>Consistently provides parents with clear, user-friendly expectations for student learning and behavior.</b>	Successfully conveys to most parents student learning and behavior expectations. Is able to model this element.
III-B-2. Curriculum Support	Rarely, if ever, communicates with parents on ways to support children at home or at school.	Sends home occasional suggestions on how parents can support children at home or at school.	<b>Regularly updates parents on curriculum throughout the year and suggests strategies for supporting learning at school and home, including appropriate adaptation for students with disabilities or limited English proficiency.</b>	Successfully prompts most families to use one or more of the strategies suggested for supporting learning at school and home and seeks out evidence of their impact. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

### Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning and performance.

III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-C-1. Two-Way Communication	Rarely communicates with families except through report cards; rarely solicits or responds promptly and carefully to communications from families.	Relies primarily on newsletters and other one-way media and usually responds promptly to communications from families.	<b>Regularly uses two-way communication with families about student performance and learning and responds promptly and carefully to communications from families.</b>	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about student performance and learning. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	<b>Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.</b>	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

**Standard IV: Professional Culture.** *The teacher promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.*

**Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator’s own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.**

IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of lessons/ units and interactions with students but not with colleagues and/or rarely uses insights to improve practice.	<b>Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student learning.</b>	Regularly reflects on the effectiveness of lessons, units, and interactions with students, both individually and with colleagues; and uses and shares with colleagues, insights gained to improve practice and student learning. Is able to model this element.
IV-A-2. Goal Setting	Generally, participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes goals that are sometimes vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student learning data.	<b>Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student learning data.</b>	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student learning data. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

### Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.

IV-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development activities and/or inconsistently or inappropriately applies new learning to improve practice.	<b>Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.</b>	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction and leadership. Is able to model this element.

### Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.

IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on improving student learning.	Does not consistently collaborate with colleagues in ways that support productive team effort.	<b>Consistently and effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.</b>	Supports colleagues to collaborate in areas such as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

### Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.

IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	<b>Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.</b>	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

### Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.

IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	<b>Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.</b>	Individually and with colleagues develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

<b>Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.</b>				
<b>IV-F. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	<b>Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.</b>	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	<b>Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.</b>	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

**Standard I: Curriculum, Planning, and Assessment.** *promotes the learning and growth of all students by providing high-quality and coherent instruction, designing and administering authentic and meaningful student assessments, analyzing student performance and growth data, using this data to improve instruction, providing students with constructive feedback on an ongoing basis, and continuously refining learning objectives.*

**Indicator I-A. Curriculum and Planning: Has strong knowledge specific to subject matter and/or professional responsibility, has a good grasp of child development and how students learn, and designs effective and rigorous plans for support consisting of well-structured lessons with measurable outcomes.**

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
I-A-1. Professional Knowledge	Demonstrates limited professional knowledge; relies heavily on outdated practices as opposed to current practices supported by research. Rarely engages students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	Demonstrates factual knowledge of the professional content and delivery and sometimes applies it to engage students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices.	<b>Demonstrates sound knowledge and understanding of professional content and delivery by consistently engaging students in academic, behavioral, and social/emotional learning experiences through the use of educational and/or clinical practices that enable students to acquire knowledge and skills.</b>	Demonstrates mastery of professional content and its delivery by engaging all students in academic, behavioral, and social/emotional learning experiences, through the use of educational and/or clinical practices, that enable students to synthesize knowledge and skills. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

<p>I-A-2. Child and Adolescent Development</p>	<p>Demonstrates little or no knowledge of child and adolescent development; typically develops one learning experience, and/or type of support or assistance for all students that does not adequately address intended outcomes.</p>	<p>Demonstrates general knowledge of child and adolescent development but does not apply this knowledge when providing differentiated learning experiences, support, and/or assistance that would enable all students—as opposed to just some—to move toward meeting intended outcomes.</p>	<p><b>Demonstrates knowledge of students’ developmental levels and the different ways these students learn or behave by providing differentiated learning experiences, support, and/or assistance that enable all students to progress toward meeting intended outcomes.</b></p>	<p>Demonstrates expert knowledge of the developmental levels of individual students and students in the grade or subject more generally and uses this knowledge to differentiate and expand learning experiences, supports, and/or types of assistance, enabling all students to make significant progress toward meeting stated outcomes. Is able to model this element.</p>
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## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development <sup>10</sup>	Develops or contributes to the development of plans that are not timely and/or not tailored to the needs of individual students; or, plans do not include appropriate supports or measurable outcomes that would enable students to meet the goals and objectives of the plan.	Develops or contributes to the timely development of plans that respond to some but not all relevant individual student needs, and/or plans that lack sufficient measurable outcomes or supports that enable students to meet all goals and objectives of the plan.	<b>Develops or contributes to the timely development of well-structured plans with measurable outcomes that respond to all relevant individual student needs, and include supports that enable students to meet the goals or objectives of the plan.</b>	Develops or contributes to the timely development of comprehensive, well-structured plans with measurable outcomes that respond to all relevant individual student needs, are coordinated with other plans relevant to those students, and include supports that enable students to meet all goals or objectives of the plan. Is able to model this element.
I-A-4. Well-Structured Lessons	Develops lessons (which may include individual and group activities or sessions) with inappropriate student engagement strategies, pacing, sequence, activities, materials, resources, and/or grouping.	Develops lessons (which may include individual and group activities or sessions) with only some elements of appropriate student engagement strategies, pacing, sequence, activities, materials, resources, and grouping.	<b>Develops well-structured lessons (which may include individual and group activities or sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.</b>	Develops well-structured and highly engaging lessons (which may include individual and group activities and sessions) with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping to attend to every student's needs. Is able to model this element.

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<sup>10</sup> “Plan” is used throughout this document to refer to a variety of plans, including but not limited to: lesson plans, unit plans, Individualized Education Programs (IEPs), Individualized Health Care Plans (IHCPs), Career Plans, and 504 Plans. The type of plan that an educator is responsible for depends on the educator being evaluated; both the educator and evaluator should understand and agree upon the definition relevant to the educator’s role.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

<b>Indicator I-B. Assessment: Uses a variety of informal and formal methods of assessments to measure student learning, growth, and understanding to develop differentiated and enhanced learning experiences and improve future instruction.</b>				
<b>I-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
I-B-1. Variety of Assessment Methods	Administers assessments and/or collects only the data required by the school and/or measures only point-in-time student achievement or development.	May design and administer assessments and/or collect some data to measure student learning, growth, or development, but uses a limited range of methods.	<b>Designs and administers assessments and/or collects data to measure student learning, growth, and/or development through a variety of methods, including informal and formal assessments and common interim assessments where applicable.</b>	Uses an integrated, comprehensive assessment system, including informal and formal assessment methods and common interim assessments where applicable, to measure student learning, growth, and development. Is able to model this element.
I-B-2. Adjustment to Practice	Makes few adjustments to practice by identifying and/or implementing appropriate differentiated interventions, supports, and programs based on formal and informal assessments.	May organize and analyze some assessment results but only occasionally adjusts practice and identifies and/or implements appropriate differentiated interventions, supports, and programs for students.	<b>Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, and programs for students.</b>	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions, supports, or programs for individuals and groups of students and appropriate modifications of plans. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

<b>Indicator I-C. Analysis: Analyzes data from assessments, draws conclusions, and shares them appropriately.</b>				
<b>I-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
I-C-1. Analysis and Conclusions	Does not analyze data and/or draw conclusions from data beyond completing minimal requirements.	Draws conclusions from a limited analysis of data to inform student learning, growth, and development.	<b>Individually and with colleagues, draws appropriate conclusions about programs, plans, and practices from a thorough analysis of a wide range of data to improve student learning, growth, and development.</b>	Individually and with colleagues, draws appropriate, actionable conclusions about programs, plans, and practices from a thorough analysis of a wide range of data that improve short- and long-term planning decisions. Is able to model this element.
I-C-2. Sharing Conclusions With Colleagues	Rarely shares with colleagues conclusions about student progress and/or rarely seeks feedback from them about practices that will support improved student learning and/or development.	Only occasionally shares with colleagues conclusions about student progress and/or seeks feedback from them about practices that will support improved student learning and/or development.	<b>Regularly shares with appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions about student progress and seeks feedback from them about practices that will support improved student learning and/or development.</b>	Establishes and implements a schedule and plan for regularly sharing with all appropriate colleagues (e.g., classroom teachers, administrators, and professional support personnel) conclusions and insights about student progress. Seeks and applies feedback from them about practices that will support improved student learning and/or development. Is able to model this element.
I-C-3. Sharing Conclusions With Students and Families	Provides little or no feedback on student growth or progress except through minimally required reporting or provides inappropriate feedback that does not support students to grow and improve.	Provides some feedback about student growth or progress beyond required reports but rarely shares strategies for students to grow and improve.	<b>Based on assessment results and/or other data, provides descriptive feedback and engages students and families in constructive conversation that focuses on student growth and improvement.</b>	Establishes early, constructive feedback loops with students and families that create a dialogue about student growth, progress, and improvement. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

**Standard II: Teaching All Students.** *Promotes the learning and growth of all students through instructional practices that establish high expectations, create a safe and effective classroom environment, and demonstrate cultural proficiency.*

<b>Indicator II-A. Instruction: Uses instructional and clinical practices that reflect high expectations regarding content and quality of effort and work; engage all students; and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness.</b>				
<b>II-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
II-A-1. Quality of Effort and Work	Establishes no or low expectations for student work and behavior and/or offers few supports to help students know what is expected of them.	May state high expectations for student work and behavior, but provides few exemplars and rubrics, or limited guided practice, and/or few other supports to help students know what is expected of them.	<b>Consistently defines high expectations for student work and behavior, and the perseverance and effort required to produce it; often provides exemplars, rubrics, or guided practice, and/or models appropriate behaviors.</b>	Consistently defines high expectations for student work and behavior and effectively supports students to set high expectations for each other to persevere and produce high-quality work. Is able to model this element.
II-A-2. Student Engagement	Uses instructional and/or clinical practices that leave most students uninvolved and/or passive.	Uses instructional and/or clinical practices that motivate and engage some students but leave others uninvolved and/or passive.	<b>Consistently uses instructional and clinical practices that are likely to motivate and engage most students during the lesson, activity, or session.</b>	Consistently uses instructional and clinical practices that typically motivate and engage most students during the lesson, activity, or session, and during independent work. Is able to model this element.
II-A-3. Meeting Diverse Needs	Uses limited and/or inappropriate practices and/or supports to accommodate differences.	May use some appropriate practices and/or supports to accommodate differences, but fails to address an adequate range of differences.	<b>Uses appropriate practices, including tiered instruction, scaffolds, and other supports, to accommodate differences in learning styles, needs, interests, and levels of readiness, including those of students with disabilities and English learners.</b>	Uses a varied repertoire of practices and/or supports to create structured opportunities for each student to meet or exceed expectations for growth and development. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

<b>Indicator II-B. Learning Environment: Creates and maintains a safe and collaborative learning environment that motivates students to take academic risks, challenge themselves, and claim ownership of their learning.</b>				
<b>II-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
II-B-1. Safe Learning Environment	Maintains a physical environment that is unsafe or does not support student learning. Uses inappropriate or ineffective rituals, routines, and/or responses to reinforce positive behavior or respond to behaviors that interfere with students' learning.	May create and maintain a safe physical environment but inconsistently maintains rituals, routines, and responses needed to prevent and/or stop behaviors that interfere with all students' learning.	<b>Uses rituals, routines, and appropriate responses that create and maintain a safe physical and intellectual environment where students take academic risks and most behaviors that interfere with learning are prevented.</b>	Uses rituals, routines, and proactive responses that create and maintain a safe physical and intellectual environment where students take academic risks and play an active role—individually and collectively—in preventing behaviors that interfere with learning. Is able to model this element.
II-B-2. Collaborative Learning Environment	Makes little effort to teach interpersonal, group, and communication skills or facilitate student work in groups, or such attempts are ineffective.	Teaches some interpersonal, group, and communication skills and provides some opportunities for students to work in groups.	<b>Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.</b>	Teaches and reinforces interpersonal, group, and communication skills so that students seek out their peers as resources. Is able to model this practice.
II-B-2. Student Motivation	Directs all learning experiences, providing few, if any, opportunities for students to take risks or challenge themselves.	Creates some learning experiences that guide students to identify needs, ask for support, and challenge themselves to take risks.	<b>Consistently creates learning experiences that guide students to identify their strengths, interests, and needs; ask for support when appropriate; take risks; and challenge themselves to succeed.</b>	Consistently supports students to identify their strengths, interests, and needs; ask for support; take risks; challenge themselves; set learning goals; and monitor their own progress. Is able to model this element.

## Standards and Indicators of Effective Teaching Practice: Teacher Rubric

<b>Indicator II-C. Cultural Proficiency: Actively creates and maintains an environment in which students' diverse backgrounds, identities, strengths, and challenges are respected.</b>				
<b>II-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
II-C-1. Respects Differences	Establishes an environment in which students demonstrate limited respect for individual differences.	Establishes an environment in which students generally demonstrate respect for individual differences.	<b>Consistently uses strategies and practices that are likely to enable students to demonstrate respect for and affirm their own and others' differences related to background, identity, language, strengths, and challenges.</b>	Establishes an environment in which students respect and affirm their own and others' differences and are supported to share and explore differences and similarities related to background, identity, language, strengths, and challenges. Is able to model this element.
II-C-2. Maintains Respectful Environment	Minimizes or ignores conflicts and/or responds in inappropriate ways.	Anticipates and responds appropriately to some conflicts or misunderstandings but ignores and/or minimizes others.	<b>Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.</b>	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities in ways that lead students to be able to do the same independently. Is able to model this element.

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<b>Indicator II-D. Expectations: Plans and implements lessons and/or supports that set clear and high expectations and also make knowledge, information, and/or supports accessible for all students.</b>				
<b>II-D. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
II-D-1. Clear Expectations	Does not make specific standards for student work, effort, interactions, and behavior clear to students.	May communicate specific standards for student work, effort, interactions, and behavior, but inconsistently or ineffectively enforces them.	<b>Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.</b>	Clearly communicates and consistently enforces specific standards for student work, effort, interactions, and behavior so that most students are able to describe them and take ownership of meeting them. Is able to model this element.
II-D-2. High Expectations	Gives up on some students or communicates that some cannot accomplish challenging goals. .	May tell students that a goal is challenging and that they need to work hard but does not model ways students can accomplish the goal through effective effort. .	<b>Effectively models and reinforces ways that students can set and accomplish challenging goals through effective effort, rather than having to depend on innate ability.</b>	Effectively models and reinforces ways that students can consistently accomplish challenging goals through effective effort. Successfully challenges students' misconceptions about innate ability. Is able to model this element.
II-D-3. Access to Knowledge	Rarely adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	Occasionally adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility.	<b>Consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities.</b>	Individually and with colleagues, consistently adapts instruction, services, plans, communication, and/or assessments to make curriculum/supports accessible to all students for whom the educator has responsibility, including English learners and students with disabilities. Is able to model this element.

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**Standard III: Family and Community Engagement.** *Promotes the learning and growth of all students through effective partnerships with families, caregivers, community members, and organizations.*

<b>Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.</b>				
<b>III-A. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
III-A-1. Parent/Family Engagement	Does not welcome families to become participants in the classroom and school community or actively discourages their participation.	Makes limited attempts to involve families in school and/or classroom activities, meetings, and planning.	<b>Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community.</b>	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

<b>Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.</b>				
<b>III-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
III-B-1. Learning Expectations	Does not inform parents about learning, behavior, and/or wellness expectations.	Sends home only a list of rules/expectations and an outline of the student learning, behavior, or wellness plan for the year.	<b>Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.</b>	Successfully conveys to most parents clear, user-friendly student learning, behavior, and wellness expectations. Is able to model this element.

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III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
III-B-2. Student Support	Rarely, if ever, communicates with parents on ways to support learning and development at home or at school.	Sends home occasional suggestions on how parents can support learning and development at home or at school.	<b>Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.</b>	Regularly communicates with parents to share and/or identify strategies for supporting learning and development at school and home, successfully encourages most families to use at least one of these strategies, and seeks out evidence of their impact. Is able to model this element.

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<b>Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.</b>				
<b>III-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
III-C-1. Two-Way Communication	Rarely communicates with families except through required reports; rarely solicits or responds promptly to communications from families.	Relies primarily on sharing general information and announcements with families through one-way media and usually responds promptly to communications from families.	<b>Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families.</b>	Regularly uses a two-way system that supports frequent, proactive, and personalized communication with families about individual student learning, behavior, and wellness. Is able to model this element.
III-C-2. Culturally Proficient Communication	Makes few attempts to respond to different family cultural norms and/or responds inappropriately or disrespectfully.	May communicate respectfully and make efforts to take into account different families' home language, culture, and values, but does so inconsistently or does not demonstrate understanding and sensitivity to the differences.	<b>Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.</b>	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

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**Standard IV: Professional Culture.** Promotes the learning and growth of all students through ethical, culturally proficient, skilled, and collaborative practice.

**Indicator IV-A. Reflection: Demonstrates the capacity to reflect on and improve the educator’s own practice, using informal means as well as meetings with teams and work groups to gather information, analyze data, examine issues, set meaningful goals, and develop new approaches in order to improve teaching and learning.**

IV-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-A-1. Reflective Practice	Demonstrates limited reflection on practice and/or use of insights gained to improve practice.	May reflect on the effectiveness of instruction, supports, and interactions with students but not with colleagues and/or rarely uses insights gained to improve practice.	<b>Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues, and uses insights gained to improve practice and student outcomes.</b>	Regularly reflects on the effectiveness of instruction, supports, and interactions with students, both individually and with colleagues; and uses and shares with colleagues insights gained to improve practice and student outcomes. Is able to model this element.
IV-A-2. Goal Setting	Participates passively in the goal-setting process and/or proposes goals that are vague or easy to reach.	Proposes one goal that is vague or easy to achieve and/or bases goals on a limited self-assessment and analysis of student data.	<b>Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.</b>	Individually and with colleagues builds capacity to propose and monitor challenging, measurable goals based on thorough self-assessment and analysis of student data. Is able to model this element.

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<b>Indicator IV-B. Professional Growth: Actively pursues professional development and learning opportunities to improve quality of practice or build the expertise and experience to assume different instructional and leadership roles.</b>				
<b>IV-B. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
IV-B-1. Professional Learning and Growth	Participates in few, if any, professional development and learning opportunities to improve practice and/or applies little new learning to practice.	Participates only in required professional development and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.	<b>Consistently seeks out and applies, when appropriate, ideas for improving practice from supervisors, colleagues, professional development activities, and other resources to gain expertise and/or assume different instruction and leadership responsibilities.</b>	Consistently seeks out professional development and learning opportunities that improve practice and build expertise of self and other educators in instruction, academic support, and leadership. Is able to model this element.

<b>Indicator IV-C. Collaboration: Collaborates effectively with colleagues on a wide range of tasks.</b>				
<b>IV-C. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
IV-C-1. Professional Collaboration	Rarely and/or ineffectively collaborates with colleagues; conversations often lack focus on student performance and/or development.	Does not consistently collaborate with colleagues in ways that support productive team effort.	<b>Consistently and effectively collaborates with colleagues through shared planning and/or informal conversation in such work as: analyzing student performance and development and planning appropriate interventions at the classroom or school level.</b>	Facilitates effective collaboration among colleagues through shared planning and/or informal conversation in such work as analyzing student performance and development and planning appropriate, comprehensive interventions at the classroom and school level. Is able to model this element.

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IV-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-2. Consultation	Regularly provides inappropriate advice; does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and/or fails to offer advice when appropriate.	Provides advice and expertise to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for only some students for whom responsibility is shared, or sometimes provides advice that is inappropriate or poorly customized.	<b>Regularly provides appropriate advice and expertise that is customized to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for students for whom responsibility is shared.</b>	Utilizes a variety of means to regularly provide advice and expertise that is customized to support general education teachers and other colleagues to successfully create appropriate and effective academic, behavioral, and social/emotional learning experiences for students. Is able to model this element.

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### Indicator IV-D. Decision-Making: Becomes involved in schoolwide decision making, and takes an active role in school improvement planning.

IV-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-D-1. Decision-Making	Participates in planning and decision making at the school, department, and/or grade level only when asked and rarely contributes relevant ideas or expertise.	May participate in planning and decision making at the school, department, and/or grade level but rarely contributes relevant ideas or expertise.	<b>Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.</b>	In planning and decision-making at the school, department, and/or grade level, consistently contributes ideas and expertise that are critical to school improvement efforts. Is able to model this element.

### Indicator IV-E. Shared Responsibility: Shares responsibility for the performance of all students within the school.

IV-E. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-E-1. Shared Responsibility	Rarely reinforces schoolwide behavior and learning expectations for all students and/or makes a limited contribution to their learning by rarely sharing responsibility for meeting their needs.	Within and beyond the classroom, inconsistently reinforces schoolwide behavior and learning expectations for all students, and/or makes a limited contribution to their learning by inconsistently sharing responsibility for meeting their needs.	<b>Within and beyond the classroom, consistently reinforces schoolwide behavior and learning expectations for all students, and contributes to their learning by sharing responsibility for meeting their needs.</b>	Individually and with colleagues, develops strategies and actions that contribute to the learning and productive behavior of all students at the school. Is able to model this element.

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<b>Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.</b>				
<b>IV-F. Elements</b>	<b>Unsatisfactory</b>	<b>Needs Improvement</b>	<b>Proficient</b>	<b>Exemplary</b>
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	<b>Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.</b>	Demonstrates sound judgment and acts appropriately to protect student confidentiality, rights and safety. Is able to model this element.
IV-F-2. Reliability & Responsibility	Frequently misses or is late to assignments, makes errors in records, and/or misses paperwork deadlines; frequently late or absent.	Occasionally misses or is late to assignments, completes work late, and/or makes errors in records.	<b>Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.</b>	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

## **Appendix A**

Educators will submit evidence relative to their appropriate performance standards using an evidence sheet similar to Sample Evidence Form shown below, as it is established year to year (hereinafter “Evidence Form”). On or prior to the last school day before April vacation, Educators will provide their Evaluators a completed Evidence Form naming evidence for those elements listed on the sheet. Educators will not be responsible for elements not listed on the Evidence Form. In addition, Educators will name evidence in support of their goals. If an Evaluator desires to see an actual artifact of evidence named on a Evidence Form, he or she will check the corresponding box and return the Evidence Form to the Educator. The Educator will then have four (4) days to return the Evidence Form and the physical evidence to the Evaluator.

## SAMPLE Evidence Form

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Educator—Name/Title: \_\_\_\_\_

Evaluator—Name/Title: \_\_\_\_\_

Educator Plan and Duration: \_\_\_\_\_

### Evidence for Ratings on Standards:

Power Element	Evidence provided by Educator	Follow Up Required*
<b>I. Curriculum, Planning, &amp; Assessment</b>		
I-A-1. Subject Matter Knowledge		
I-A-3. Rigorous Standards-Based Unit Design		
I-A-4. Well-Structured Lessons		
I-B-1. Variety of Assessment Methods		
I-C-1. Analysis and Conclusions		
<b>II. Teaching All Students</b>		
II-A-1. Quality of Effort and Work		
II-A-2. Student Engagement		
II-B-1. Safe Learning Environment		
II-C-1. Respects Differences		
II-D-3. Access to Knowledge		

<b>III. Family and Community Engagement</b>		
III-A-1. Parent/Family Engagement		
<b>IV. Professional Culture</b>		
IV-A-1. Reflective Practice		
IV-B-1. Professional Learning and Growth		
IV-C-1. Professional Collaboration		
IV-F-2. Reliability and Responsibility		

**Evidence for Progress toward Goals:**

Student Achievement Goal		Professional Practice Goal	
Evidence provided by Educator	Follow Up Required*	Evidence provided by Educator	Follow Up Required*

When appropriate, the same piece of evidence may be cited for more than one element.

\*For any Element for which “Follow Up is Required” is checked off, the educator has four days to submit the physical evidence named on the form.

Educator: \_\_\_\_\_

Evaluator: \_\_\_\_\_