

AGREEMENT

Between the

FALL RIVER, MASSACHUSETTS

SCHOOL COMMITTEE

and the

FALL RIVER, MASSACHUSETTS

EDUCATORS' ASSOCIATION

**September 1, 2013 – August 31, 2014;
September 1, 2014 – August 31, 2017**

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THIS AGREEMENT IS effective on September 1, 2013, by and between the Fall River, Massachusetts **SCHOOL COMMITTEE** (hereinafter referred to as the "Committee") and the Fall River, Massachusetts **EDUCATORS' ASSOCIATION** (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit consisting exclusively of all professional teaching employees of the Fall River School System including coaches, Title I teachers, other grant teachers, occupational and physical therapists, specialists in the teaching profession, excluding the Superintendent, Supervisors, Directors and other administrators. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as the "Teachers".

This shall include occupational and physical therapists now covered under government programs. All such occupational and physical therapists shall be credited with all seniority earned as of the date of actual employment in the Fall River School Department.

- A. 1. For each school year during the term of this Contract, the School Committee agrees to deduct:
 - a. Federal Income Tax
 - b. State Income Tax
 - c. Retirement
 - d. Blue Cross, Blue Shield
 - e. Regular Insurance; Optional Insurance, including Disability Insurance
 - f. Annuities
 - g. United Way Fund
 - h. Dues
 - i. General Payroll Deductions, which include the Fall River Municipal Credit Union and MTA Credit Union. Dues will be sent to the Fall River Educators' Association. The General Payroll Deductions will be forwarded to the Fall River Educators' Association or its designee for disbursement by the Fall River Educators' Association or its designee according to the authorization of the member. U.S. Savings Bonds will be deducted if the same can be done by ADP, the firm which processes the School Department payroll, or the bank to which funds are deposited. If it is not possible to be done at either that firm or bank, the account shall be moved to a bank or company which can offer this service or the service will be provided.
 - j. Direct deposit of paychecks in Fall River banks and credit unions to be implemented upon signing of this contract.

- 2. The payroll list will be made available at the Administration Building to a

representative of the Fall River Educators' Association for one week in October and one week in February. These weeks will be after the first payrolls in October and February.

ARTICLE II

NEGOTIATION PROCEDURE

- A. 1. Not sooner than January 10th of the calendar year in which the Contract will expire, negotiations will begin at the option of the Fall River Educators' Association. The Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' wages, hours, and other conditions of their employment. Such negotiations will include, but not be limited to, the handling of grievances, salaries, fringe benefits, specialists, class size, teaching hours and teaching load, performance of non-teaching duties, teacher facilities, use of school facilities, teaching assignments, transfers, filling of vacancies, promotions, textbooks, summer school and evening school programs, teacher evaluation, protection of teachers' sick leave, leaves of absence, accident benefits, health services, substitute teachers, teaching materials, professional development and other educational development. Any agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and the Association.
2. During negotiations the Committee and the Association will present relative data, exchange points of view, and make proposals and counterproposals. The Committee shall make available for inspection by the Association such financial records, data and information of the Fall River School Department as is complete and available to any member of the public by statutory regulations. This inspection shall be made by appointment with the Superintendent or his/her designee. The Association will be provided, upon request, all available pertinent information exclusive of personal files. In any event, the Committee will not be required to supply secretarial or clerical services and will not be required to compile any information to which the Association shall be entitled.
3. If the negotiations described in Article II, Section A, have reached an impasse, the procedure described in Chapter 150E of the General Laws of the Commonwealth of Massachusetts will be followed.
4. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation. The parties mutually pledge that, subject to ratification, their representatives shall have the power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
5. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E. The Committee further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in wages, hours, or other conditions of

employment to become effective during the term of this Agreement.

6. This Agreement shall not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.
7. Any modification that is mutually agreeable to both parties shall be reduced to writing and signed by both parties and adopted by the Committee and the Association.
8. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "Grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An "Aggrieved Person" is the person or persons making the claim.
3. A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems affecting the welfare or working conditions of teachers. The Committee and the Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein will be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration and to adjust the grievance without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at the discussion and to state its views.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

A grievance filed on or after June 1st, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, shall be considered on a reduced time limit so that the grievance procedure may be completed prior to the end of the school term or as soon thereafter as is practicable.

1. Level One

A teacher with a grievance will be present at the Level One hearing, and the grievant may be the spokesperson or may have a representative of the Association who will be present to be his/her spokesperson with the objective of resolving the matter informally. It will be incumbent upon the grievant or his/her representative to advise his/her principal and/or supervisor that a meeting is to take place. Should the grievance involve a decision by the Superintendent or his/her central management staff, it may be commenced at Level Two of this procedure.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within ten (10) days after presentation of the grievance, he/she may file the grievance in writing with the Chairperson by the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairperson of the PR & R Committee will present to the Superintendent of Schools and/or his/her designee a factual written statement of what has happened concerning the alleged grievance. The statement will contain the date of the violation and describe the nature of the violation. If an individual grievance, the name of the grievant will appear on the form along with the date, location and names of the parties of interest involved in the meeting established at Level One. Failure to comply with this section shall render the grievance null and void.
- b. The Superintendent and/or his/her designee will represent the Administration at this level of the grievance procedure. Within fifteen (15) days after receipt of the written grievance by the Superintendent and/or his/her designee, the Superintendent and/or his/her designee will meet with the aggrieved person in an effort to resolve it. Failure to comply with this section shall render the grievance resolved in favor of the Association.
- c. If a teacher does not file a grievance in writing with the Chairperson of the

PR & R Committee and the written grievance is not forwarded to the Superintendent and/or his/her designee within thirty (30) days after the teacher knew or should have known of the occurrence 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 paragraph will be subject to arbitration pursuant to Level Four.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within ten (10) days after he/she has first met with the Superintendent and/or his/her designee, he/she may file the grievance in writing with the Chairperson of the PR & R Committee within five (5) days after a decision by the Superintendent or his/her designee or fifteen (15) days after he/she has first met with the Superintendent and/or his/her designee, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairperson of the PR & R Committee will refer it to the Committee. Within twenty (20) days after receiving the written grievance, a sub-committee of the School Committee (hereinafter referred to as the "Sub-Committee") will meet with the aggrieved person for the purpose of resolving the grievance. The Superintendent and/or his/her designee will receive a list of grievances from the Association to be considered at a scheduled Level Three meeting a minimum of five days in advance of such meeting. Failure to comply with the five-day advance notice provision shall not affect the Arbitrability of any grievance.

4. Level Four

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered within ten (10) days after he/she has first met with the Sub-Committee, he/she may within five (5) days after a decision by the School Committee or fifteen (15) days after he/she has met with the Sub-Committee, whichever is sooner, request in writing the Chairperson of the PR & R Committee to submit his/her grievance to arbitration. If the PR & R Committee determines that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) days after receipt of a request by the aggrieved person.
- b. Within ten (10) days after such written notice of submission to arbitration, the Sub-Committee and the P R& R Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the said board in the selection of an arbitrator.
- c. The Arbitrator, so selected, will confer with the representatives of the School Committee and the PR & R Committee and hold hearings promptly and will

issue his/her decision not later than thirty (30) days from the date of the close of the hearings; or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted. The Arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement or which is violative of inherent power and authority of the Committee as established by law. The decision of the Arbitrator will be submitted to the Committee and to the Association and will be final and binding.

- d. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party in interest, any School Representative, any member of the PR & R Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing and at his/her own expense, except that he/she may not be represented by a representative or any officer of any teacher organization other than the Association. If the teacher chooses not to be represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure.

E. MISCELLANEOUS

1. If a grievance affects a substantial portion of the membership of a group or class of teachers or more than one teacher under more than one supervisor, the PR & R Committee may submit such grievance in writing to the Superintendent and/or his/her designee directly, and the processing of such grievance will be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved does not wish to do so.
2. Decisions rendered at Levels One, Two, and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairperson of the PR & R Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Paragraph 4 (c).
3. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and/or his/her designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV

SALARY

1. The salaries of all employees covered by this Agreement are set forth in Appendix A.
2. The annual salary of employees will be computed in twenty-six equal paychecks. During the teacher work year, teachers will be paid every other week. Teachers shall be paid all of the salary remaining outstanding to them for the summer vacation months in a lump sum ("balloon check"). Such "balloon check" will be included in the last paycheck in June of that respective teacher work year. If the teacher work year extends beyond the last regular payday in June, then the "balloon check" will be paid no later than the last working day of that school year.
3. If any employee terminates his/her employment during a work year, his/her compensation under the Longevity Payments and the Teacher Salary Schedule of Appendix A shall be pro-rated. The manner in which such compensation shall be pro-rated shall be the total number of work days in active employment status as it relates to the total number of days in the Teacher Work Year, as defined in Article V, Section B.1."
4. At the Employer's discretion, payment of the Lump Sum Longevity Section 2 payments may be made at any time during the contract year. If the Employer so elects, it shall specifically state the school year for which such compensation is being made.
5. As of January 24, 2006, teachers are no longer eligible to elect Alternative Longevity Payments. Teachers who had elected the Alternative Longevity Payments prior to January 24, 2006 shall receive said payments in accordance with the contract throughout their period of three (3) years. After all such employees have received their payments for all three (3) years, Longevity Section 2 of Appendix A, shall then be deleted.
6. Paychecks for all compensation beyond regular salary will provide, in writing, the service provided and the date(s) of such service. The service shall be coded in the following categories: Coaching; Club Advising; Workshops; Mentoring; Curriculum Work; Committee Work; Lead Teacher; Teacher in Charge; Special Education Teacher; Other.

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

- A. Effective in the 2013-2014 school year, the start and dismissal hours for schools shall be as follows:

Teaching Hours and Teaching Load

Elementary Schools will start at 8:35 A.M. and dismissal will be at 2:52 P.M. (except in schools participating in an Expanded Learning Time Program).

Secondary Schools will start at 7:55 A.M. and dismissal will be at 2:40 P.M. (except in schools participating in an Expanded Learning Time Program).

- B. 1. The Association and the Committee agree that, subject to any requirement of any state agency having jurisdiction, the school year of required attendance by members shall, except as otherwise specified provided below, be a maximum of 183 duty days, if required as previously set forth, including one day for orientation and one day for professional development.

Newly appointed teachers shall, at the discretion of the School Committee, be present for Orientation and Training sessions of three (3) days before the start of the school year. Such attendance, if required by the School Committee, shall not carry additional compensation.

The Administration shall have the option to require employees or selected employees to attend up to two (2) professional development days to be scheduled on the business days immediately next following the last day of school prior to July 1 of each year. The Superintendent shall use his/her best efforts to notify teachers of said dates prior to the end of the third term but, in any event, no later than April 15th of each year. Teachers will be paid at their per diem rate.

The Superintendent, at his/her discretion, may schedule multiple mandatory professional development days for teachers during the regular school day.

2. All personnel who may be required to work longer than the aforesaid school year will be compensated at their daily rate of pay for such additional time. The daily rate of pay of a teacher is 1/183 times the yearly salary rate of the teacher.
3. The instructional day of classroom teachers will begin ten (10) minutes before the designated starting times for students and will end five (5) minutes after designated dismissal times for students, except on Friday afternoons and afternoons before a holiday when the end of the teacher work day will be the same as the students' dismissal times. The time schedules in this Contract are subject to modification by the School Committee provided that no such modification will increase the length of the teacher instructional day or teacher workload.
4. **THERE SHALL BE EARLY RELEASE OF STUDENTS AT THE ELEMENTARY AND MIDDLE SCHOOL LEVELS DURING THE LAST TWO DAYS OF SCHOOL.**
- a. At the elementary and middle school levels, the last two days shall be for released time activities consisting of in-service education, curriculum development, NEASC self-evaluations, or other professional activities

consistent with Department of Education regulations, memoranda, bulletins, and the like pertaining to this subject. The last two days of school shall not be used for "department or staff meetings, record keeping, working on report cards, closing out of the year, and other administrative functions which do not qualify under the Department of Education regulations, memoranda, bulletins, and the like pertaining to this subject."

- b. Students will not be dismissed early unless the Fall River School Department has school days sufficiently longer than the minimum so that the average of all its days is at least the minimum length required as set forth in the Department of Education regulations, memoranda, bulletins, and the like pertaining to this subject.
- c. Subject to Department of Education written approval.

C. ELEMENTARY SCHOOLS

- 1. Within the 8:35 a.m. - 2:52 p.m. school day, there shall be included:
 - a. One (1) 15-minute morning recess
 - b. A lunch period of 30 minutes
- 2. There will be five (5) guaranteed preparation periods per week, each forty-eight (48) minutes in length. If a teacher does not receive his/her guaranteed preparation periods per week, he/she shall be paid at the rate of thirty-four dollars and fifty cents (\$34.50), for the amount of time that the teacher did not receive preparation time. Elementary teachers will receive one (1) additional individual preparation period per academic quarter, one (1) week prior to the dissemination of report cards as follows: November, February, April and June for a total of four (4) preparation periods. Two additional individual preparation periods will be scheduled by each elementary school's Instructional Leadership Team in consultation with grade level teams to be used during the academic year.
- 3. In addition, there will be one (1) guaranteed common planning time period per week, each forty-eight (48) minutes in length.
- 4. Minimum student instructional time of 900 hours (as specified by the Board of Education Regulations).

D. SECONDARY SCHOOL

- 1. Minimum student instructional time of 990 hours (as specified by the Board of Education Regulations).

E. VOCATIONAL SCHOOL

- 1. Minimum Instructional Time - 1080 hours (as specified by the Board of Education,

unless the Department of Education, Division of Vocational Education, permits a waiver; in which event the total instructional time shall be 990 hours).

- F. The Association and the Committee agree, subject to any requirement of any State Agency having jurisdiction, that the school year of required attendance by members shall, unless there is a modification as governed by Section B.1 of this article, consist of the following:

179 full instruction days.

Four (4) partial released time days:

Student dismissal - end of regularly scheduled work day

The change of time will be carried out on a “need basis,” one (1) partial release time day at a time. The FREA officers can use three (3) days for FREA leadership training. The group for the FREA training shall include officers, board members, faculty representatives, and committee chairpersons. The group for training shall not exceed 75.

One (1) Orientation Day - First Tuesday following Labor Day. Orientation Day will consist of Superintendent's meeting and Department Head or School Principal's meeting.

One (1) Professional Development Day shall be scheduled for November Election Day.

- G. 1. Teachers may be required to remain within a limit of one (1) additional hour beyond the end of the regular workday, without additional compensation for the following:
- a. One day of each school month - building meeting called by the Principal.
 - b. One day of each school month - curriculum meetings or other meetings authorized by the Superintendent of Schools.
2. Three meetings per school year. Said meetings to be scheduled for two hours per meeting, attendance at all other meetings shall be at the option of the individual teacher. No additional compensation involved. Each school may schedule its three (3) parent-teacher conferences each year (at least one of which shall be held in the evening, but none of which shall be held during school time), each based upon consultation of the staff and principal, and with appropriate parent input as to the most convenient time in order to maximize parent participation in parent-teacher conferences.
3. Teachers in the secondary school will be required to supervise an after-workday detention period in their turn. Teachers will be required to supervise no more than three (3) detention periods per school year without pay; beginning with the fourth (4th) required detention period, teachers shall be paid at the rate of thirty-four dollars and fifty cents (\$34.50).

Detention periods shall not exceed 45 minutes in length.

4. In the interest of quality education, teachers should devote adequate time after school to those pupils in need of extra help.
5. Teachers will make every reasonable effort to meet within forty-eight(48) hours, at a mutually agreeable time, with the parent(s) or guardian(s) of one of their students when the respective parent(s) or guardian(s) make such a request.

H. SECONDARY SCHOOLS:

1. Middle School Schedule and High School Regular Period Schedule

Non-Block Schedule

The number of classroom periods per week at the secondary level for the life of this contract shall be thirty-five (35); teacher will have seven (7) prep periods, one per day, if possible; and teacher may be assigned up to and including twenty-eight (28) teaching or non-teaching periods per week.

2. High School

There shall be at least thirty (30) days' notice of any subsequent change from the Block Period Schedule to the Regular Period Schedule or vice-versa. Such schedules shall be within the teacher workday as provided in Sections A.1. and B.3. provided herein above. For beginning of the school year change, the schedules provided to teachers in June under Article X, Section A, shall satisfy the requirements of this section.

The Five Period Block Schedule

- a. No teacher shall be assigned more than three (3) classroom instructional periods per day.
- b. Teachers shall be assigned a minimum of six and one-half (6.5) periods per week as preparation periods.
- c. Of the remaining three and one-half (3.5) periods per week, two of such periods will be Academic Resource Center (ARC) assignments, the other period shall be for teaming and common planning. The one-half (.5) period will be scheduled as either ARC or teaming and common planning as determined by the Administration. ARC periods shall be for extra help, make-ups and accommodations. Teachers will not be required to substitute or do other non-teaching duties during such three and one-half (3.5) periods per week. In the event the Administration is not able to provide a substitute for an absent teacher, those students may be assigned to an underutilized ARC where they will have a directed study period under the direction of teachers in that ARC. To the extent possible, such assignment of students for directed study periods will be rotated among such ARCs.

- d. There will be no layoffs of bargaining unit members at the high school level resulting from the implementation of the Five Period Block Schedule.
 - e. No terms or conditions of employment will be changed as a result of the implementation of the Five Period Block Schedule except as specifically provided herein. Teachers assigned to non-instructional periods shall not be required to prepare for or perform any follow-up for such periods. All assignments, including schedules, shall be distributed among bargaining unit members in an equitable manner.
3. Secondary school teachers will not be required to teach more than two (2) subjects, more than three (3) teaching preparations within said subjects at any time.

4. ALL SCHOOLS:

A preparation period is defined as a scheduled period during which a teacher shall be free from classroom teaching responsibilities. During such period, a teacher may perform educationally relevant activities or participate in educationally relevant programs as said teacher may determine. The School Committee will make reasonable effort to continue the type and number of assignments during the last period of the day.

I. MISCELLANEOUS

1. Elementary teachers will be released from duty a minimum of five (5) periods per week to satisfy the requirement of Article V, C.2. If specialists are instructing his/her class for more than five (5) periods per week, the teacher shall be released from duty for the additional periods. If specialists' classes are being held outdoors or in another part of the building, the specialists shall be responsible for bringing the class to the designated area and shall be responsible for delivering the class to the next assignment. At the end of the last period, or if lunch and recess are to follow the specialists' teaching assignment, the specialist will dismiss the class.

If the classroom teacher must teach his/her class the period in which his/her students are scheduled to be instructed by the specialists, the classroom teacher will be paid at the rate of thirty-four dollars and fifty cents (\$34.50) per hour.

Teachers teaching their first year in the Fall River School System will be required to be present when the specialists are instructing their classes for the first four (4) weeks without additional compensation.

2. Teachers will have a duty-free lunch period of at least the length of a regular student lunch period.
3. The intent being that the workload be as evenly distributed as present space and staff permit, teachers will not be assigned to duties during their preparation period unless paid at the rate of thirty-four dollars and fifty cents (\$34.50) per hour.

Of a teacher's preparation periods, seven (7) preparation periods will be designated as non-duty preparation periods to be designated at the beginning of the school year by the Principal. If a teacher is given an assignment during the non-duty preparation period, a teacher will be paid at the rate of thirty-four dollars and fifty cents (\$34.50) per hour.

Duty assignments which are from the designated non-duty preparation period will be limited to temporary emergency situations which arise during a particular school day. Assignments during the non-designated preparation periods will be according with Article VIII, Non-Teaching Duties.

4. Elementary teachers supervising whole or part of an absent teacher's class will be paid at the rate of thirty-four dollars and fifty cents (\$34.50) per hour.
 5. There will be a fifteen (15) minute recess each morning in the elementary schools. Supervision of the recess will be by staff on a rotating basis. Staff includes Principal, Assistant or Vice-Principals, Teacher-in-Charge, Building Assistants, Teachers, Teacher Assistants and Teaching Specialists assigned full time to the particular school.
- J. Teachers' participation in extra-curricular activities will be strictly voluntary.
- K. Teachers will not be utilized to raise money in any way for the purpose of purchasing (or replacing) school equipment.
- L. **Expanded Learning Time**

All teachers hired prior to 6/30/14 whose length of day or length of school year is increased as a result of the "School Redesign: Expanded Learning Time School Grant" will receive a pay increase proportional to their increased work time. All teachers assigned to an Expanded Learning Time School Grant school prior to 6/30/14 who transfer to another Expanded Learning Time School Grant school shall continue to receive a pay increase proportional to their increased work time. All teachers assigned to a school with expanded hours for all students as of 7/1/14 with exceptions noted in this provision will receive a \$4,000 annual stipend for 90 hours worked beyond the regular work year, an \$8,000 annual stipend for 180 hours worked beyond the regular work year, a \$12,000 annual stipend for 270 hours worked beyond the regular work year, and a 13,333.33 annual stipend for 300 hours worked beyond the regular work year. Upon the expiration of "School Redesign: Expanded Learning Time School Grants the parties shall convene to bargain compensation for teachers hired prior to 6/30/14 at the affected school(s). Should bargaining be unresolved during any part of the school year, the length of work day at the affected school(s) shall remain the same and all teachers hired prior to 6/30/14 at the affected school(s) shall be compensated at the stipend rate above during the negotiation period. Once the parties reach agreement the agreed upon rate of pay for the teachers outlined above shall apply retroactively to the date the stipend rate took effect if greater than the stipend rate.

Opt-out opportunities shall be allowed to employees where there is a certified/licensed unit member volunteering to opt-in. Employees who elect to opt-out shall be treated as displaced employees (normally assuming the position of an opt-in or filling a vacancy). Opt-in

employees shall be treated like voluntary transfer employees as follows, limited posted period, when qualifications, experience and performance are substantially equal, the most senior will be given consideration. Posting of any teaching positions shall be for a period of seven (7) days. All variations from existing provisions shall be subject to collective bargaining. The Parties shall meet promptly following a tentative agreement to construct language which shall reflect these conceptions. In addition, a Joint Committee shall be established and maintained to address issues which may arise from time to time.

Additional provisions relating to Expanded Learning Time Schools are found in Appendix F.

- M.
1. Staggered start time shall not begin later than one hundred (100) minutes after the normal beginning of the teacher work day, shall be in consecutive hours and shall not exceed the length of a teacher work day. The standard teacher work day will begin no earlier than 7:00 A.M. and end no later than 4:00 P.M.
 2. Assignment to a staggered start time schedule, to the extent possible, shall be voluntary.
 3. Teachers will be notified by July 15th of assignment to a staggered start time schedule. Such notice shall indicate the starting and end times of the schedule.
 4. There shall be established a Joint Study Committee to determine the scheduling of Professional Development, Staff Meetings, Common Planning Time and other meetings in the context of staggered schedules.

ARTICLE VI

CLASS SIZE

Class size shall not exceed thirty-three (33) pupils. If the class size is over thirty (30) students, an assistant will be supplied if the request for an assistant is made by the teacher. The assistant shall be in the room for one-half of the school day. The School Committee shall strive to limit class size to twenty-six (26) pupils.

ARTICLE VII

SPECIALIST AND SPECIAL PROGRAMS

The School Committee will make reasonable effort to hold to the present ratio of specialists-to-students in the Fall River School System. All positions in this Agreement governing preparation time and duty-free time shall be applied to teachers of special needs children.

Only the specialist's supervisor can change specialist's schedule.

ARTICLE VIII

NON-TEACHING DUTIES

The Committee & Association acknowledge that a teacher's primary responsibility is to teach and that there are other duties necessarily implied by and attendant to the position of teacher. They agree that both parties will devote their energies to the educational system.

The parties therefore agree:

- A. Teachers will be required to perform recess duty, bus duty, sidewalk duty, secondary lunch duty, and passing-period duty. The duties of the daily attendance list and the daily attendance date which includes the initial filling out of the information for the top of the card on computerized student register cards, student failure notices, and reporting of grades or report cards will be done by teacher. Teachers will be required to collect milk money and money for the nutrition program on two (2) consecutive days as set forth by the Principal. Passing-period duty will include at a minimum teachers being outside their classroom during passing time to insure students move in an orderly fashion.
- B. State and Federal Regulations which require that teachers fill out information on forms connected with state and federal programs will be done by the teacher.
- C. With regards to the filling out of any forms or cards, the past practice at the elementary and/or secondary schools will be continued.
- D. Teachers will not be required to fill out or maintain Massachusetts State Attendance Registers but will sign the same when, and if, required.
- E. Teachers will not be required to perform duties set forth in A & B above during preparation periods.
- F. Teachers will not be required to drive pupils to activities which take place away from the school building.
- G. In the event of a dispute as to whether a duty is a teaching duty or a duty necessarily implied by and attendant to the position of teacher, an arbitrator will be empowered to make a determination on the job duty in dispute.
- H. At the high school, teachers may be assigned to corridors and common areas to supervise students during passing time before or between assigned periods. Such supervision shall not include supervision of student restrooms.
- I. When respective schools have adequate software, hardware, and networking infrastructure to make electronic entry of attendance and report card grades practical and reasonable in relation to the teacher work day, and teachers have received adequate training, then teachers will enter report card grades and student attendance information electronically.

The Parties shall form a Joint Committee to address the issues relating to teacher use of

technology, i.e. electronic grading, progress reports, software, computer use, training, resources, time, etc. Representatives of the Parties will meet promptly following tentative agreement to begin the process of addressing these important issues. This Advisory Committee shall present its recommendations for any changes to the Parties for their consideration.

ARTICLE IX

TEACHER EMPLOYMENT

- A. Full credit, not to exceed ten (10) years, will be given for previous full-time teaching experience as an appointed teacher in an accredited public or private school. Credit of one year for each year of active military service, not to exceed three (3) years, and credit of one year for each year of Peace Corps work, not to exceed two (2) years, will be given to teachers upon initial employment provided official documentation is presented within 90 days of the date of appointment.

- B.
 - 1. Teachers with previous teaching experience in the Fall River School System will, upon returning to Fall River, receive full credit on the salary schedule for all teaching experience, military experience, and Peace Corps work up to the maximum set forth in Article IX, Section A. All teaching personnel entering the Armed Forces as draftees, volunteers or reservists, will be compensated at the rate of one (1) year on the salary schedule for each year of involuntary service beyond the time for which they had been drafted, volunteered, or their period of activation. Teachers who have not been engaged in teaching on a full-time basis will, upon returning to Fall River, be restored to the next position on the salary schedule above that at which they left.

 - 2. One-half of previously accumulated unused sick leave days will be restored to returning teachers. Those teachers on military leave, Peace Corps leave, or any other educationally related leave are furthermore entitled to one-half the sick days they might have accrued during these years of said leave.

C. CORI Reports

In compliance with the provisions of Chapter 385 of the Acts of 2002, MGL, the Superintendent shall implement the CORI Check procedure as follows:

- 1. The Superintendent may designate the request procedure for CORI Reports to an Executive Secretary. The Superintendent shall be the Gatekeeper for All CORI Reports. The Superintendent shall receive, review and store all CORI Reports. All CORI Reports shall be maintained in a separate, secure file in the Office of the Superintendent. At the discretion of the Superintendent, such Executive Secretary may receive and file employee CORI Reports, provided that performance of such responsibility is in conformance with MGL and the Agreement.

2. A principal or program director shall have access to the CORI Report of an employee about whom he/she is making a personnel decision, as provided under Chapter 71, Sections 41 and 42, MGL.
3. Employees shall be notified that CORI reports are being requested and when such request is actually made. Employees shall sign the request form. Individual CORI reports shall not be requested more than once every three years, except for good cause. Employees shall be notified, in writing, if an active CORI Report is received. Employees shall be provided an opportunity to view their CORI Report and upon request shall be provided with a copy. Upon termination of employment, each employee shall indicate, in writing, if he/she elects to be given his/her report. Otherwise, such report shall be destroyed.
4. Employees may be represented by the Association in any meeting arising out of a review of a CORI Report. Any personnel actions arising from the review of a CORI Report are subject to the terms and provisions of this Agreement and the General Laws of Massachusetts.

ARTICLE X

TEACHER ASSIGNMENT

- A.
 1. Teachers will be notified in writing of their programs for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, not later than the end of the school year. All teachers will receive a class list of pupils to be taught and any known medical problems upon the opening of school. It shall be the teacher's responsibility to keep the list current upon notification of any changes.
 2. Subsequent changes may be made because of subjects, enrollments, staff turnover, or program exigencies. Teachers will be notified in writing within five (5) days of such changes.
 3. If possible, study hall assignments will be included in programs for the coming year. Every effort shall be made to give study hall assignments to all teachers on an equal basis. Every effort shall be made to limit the number of students in a study hall bearing in mind the supervision problems of the teachers, the size of the faculty, other duties of the teachers, the size of the student body, and the problems of administration.
- B. In order to assure that pupils are taught by teachers working within their area of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and teaching experience and/or their major or minor fields of study.
- C. To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the secondary schools will be voluntary. For Title I teachers only, the Title I

position category shall be considered one single position, i.e., the Employer may re-assign teachers within the category of Title 1 teacher as has been the past practice as of April 1, 2007. Teachers transferring in and out of the category Title 1 teacher shall be as provided by the terms and provisions of the Agreement.

- D. In arranging schedules for teachers who are assigned to more than one 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 possible and shall be reimbursed for the travel time for carrying out their assignments at the rate of five dollars (\$5.00) per day.
- E. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex, marital status, age, or handicap.
- F. Teachers are expected to notify the Superintendent or his/her designee within thirty (30) days prior to their knowledge of anticipated termination of service in Fall River. The teacher will be retained until the thirty (30) days have expired, unless there is mutual agreement to end employment prior to the thirty (30) day period.
- G. All teachers are free to leave the school building during their lunch period provided they sign-out and sign-in in a book to be provided for that purpose. The book shall not be a permanent record. The sign-out/sign-in records will be discarded weekly. Subject to the approval of the building principal or his/her designee, teachers may leave the building during their preparation periods for school-related purposes.

ARTICLE XI

TRANSFERS AND VACANCIES

Although the Committee and the Association recognize that frequent transfers of teachers disrupt the educational process and interfere with the optimum teaching performance, they do also recognize that some transfer of teachers is unavoidable.

- A. When the need for a transfer or a reassignment of teachers from one school to another or within a school arises for some justifiable cause including a vacancy, request for voluntary reassignment and/or transfer will be considered.
- B. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Fall River School System will be considered. Teachers being involuntarily transferred will be transferred only to a comparable position.

An involuntary transfer will be made only after a meeting between the teacher, the Association representative, and the Superintendent or his/her designee, at which time the teacher will be notified of the reason for the transfer.

The "Displaced Teacher" definition and applicable terms and provisions are found in Appendix E of this Agreement.

- C. A list of open positions will be made available to all teachers being considered for an involuntary transfer. All such teachers will be given reasonable, adequate time for the purpose of visiting schools at which such openings exist.
- D. Notice of transfer will be given, in writing, to teachers ten (10) school days prior to transfer, unless transfer will take place on the following school year; then notices will be given no later than the end of the school year.
- E. Exceptions to the provisions of Section D above may be made only if the Committee determines that it is necessary to do so in the best interest of the teacher(s) and/or schools affected. The Association will be notified of every instance in which the Committee so determines.
- F. Teachers desiring a transfer will submit a written request to the Superintendent or his/her designee stating the assignment preferred. Requests must be renewed each year. All written requests will be acknowledged in writing. Requests and acknowledgments of requests may be communicated electronically.
- G. Known vacancies occurring during the school year will be posted on the Association Bulletin Board in every school and a copy of the notice sent to the President of the Association. Notices of known vacancies occurring after the school year will be sent to the President of the Association.
- H. All teachers covered by this agreement will be given fifteen (15) days after posting, if required, and notification to the President to make written application for such vacancy.
- I. No vacancy will be filled except on a temporary basis within fifteen (15) days from the date the notice is posted, if required, and given to the Association president.
- J. The Committee agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies consideration will be given, in the case of comparable qualification, to teachers already employed by the Committee. Each applicant for a particular position not selected will receive written notification from the Superintendent or his/her designee that he/she was not selected. Any applicant already employed by the Committee shall be included in the list of finalists for such vacancy.
- K. Appointments will be made without regard to race, creed, religion, nationality, sex, marital status, age, or handicap.
- L. Teachers-in-charge who are assigned on an intermediate basis will continue to be paid five dollars (\$5.00) per day.

A long-term teacher-in-charge is defined as one who will serve as teacher-in-charge beyond fifteen (15) school days. A vacancy occurring in long-term teacher-in-charge will be filled through a system-wide advertising process. The advertising process will take place at the beginning of the school year. The Superintendent or his/her designee will choose long-term

teacher-in-charge from the system-wide application list.

A short-term teacher-in-charge is defined as one who will serve for fifteen (15) school days or less. Advertisements for short-term teacher-in-charge will be restricted to an individual building. The Superintendent or his/her designee will choose short-term teachers-in-charge from the building-wide application list.

If a teacher will act as teacher-in-charge for seventy-five percent (75%) or more of any workday, a substitute shall be hired to replace the teacher for that day if he/she desires one.

- M. The Fall River School Committee and the Fall River Educators' Association agree that all vacancies which are to be filled will be advertised. The parties further agree that a vacancy is any opening caused by death, promotion, resignation, retirement, dismissal, creation of a new position, or transfer. Any temporary vacancies which will last at least a full year will be filled by a teacher not a substitute. Vacancies occurring after the opening of school will be advertised for the next school year.

Voluntary transfers to exchange positions by two or more teachers will not have to be advertised.

ARTICLE XII

PROMOTIONAL VACANCIES

- A. A promotional position is defined as any position paying a salary differential and/or any position on the administrative or supervisory level, including but not limited to Director, Supervisor, Principal, Assistant Principal, and Department Head.
- B. A notice of all known promotional vacancies and newly created positions occurring during the school year will be posted on the Association Bulletin Board in every school and a copy of the Notice sent to the President of the Fall River Educators' Association. Notice of known promotional vacancies and newly created positions occurring after the school year will be sent to the President of the Association and to each teacher employed by the Fall River School Committee requesting such information in writing.
- C. The notice shall clearly set forth the qualifications of the position, its duties, and compensation according to the salary schedule.
- D. The qualifications set forth for a particular position will not be changed prior to an appointment unless the Association has been notified in advance of such changes and the reasons therefor.
- E. All Teachers covered by this Agreement will be given fifteen (15) days after posting, if required, and notification to the President to make written application for such vacancy. If a vacancy occurs during the summer, thirty (30) days must elapse following the posting of the notice and notification to the Association President before the vacancy is filled on a permanent basis.

- F. No vacancy will be filled, except as noted in E above, except on a temporary basis within fifteen (15) days from the date the notice is posted, if required, and given to the Association President.
- G. The Committee agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies consideration will be given, in the case of comparable qualifications, to teachers already employed by the Committee. Each teacher or applicant not selected will receive written notification from the Superintendent that he/she was not selected.
- H. Appointments will be made without regard to race, creed, religion, nationality, sex, marital status, age, or handicap.

ARTICLE XIII

POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, AND UNDER FEDERAL PROGRAMS

- A. Positions under Federal Programs will be adequately publicized by the Superintendent in each school building as they become available. Notice will be sent to the Association President, and teachers who have applied for such positions will be notified of the action taken regarding their application as early as possible. Summer school and evening school openings will be publicized not later than the preceding March 1st and June 1st, respectively, and teachers will be notified of the action as soon as possible.
- B. Teaching positions in the Fall River summer schools and evening schools and positions under Federal programs will be filled first by regularly appointed and qualified teachers in the Fall River School System. If teachers are not notified of a cancellation one hour before the scheduled start of night school, teachers will be remunerated their full salary for that evening. One hour prior notification by radio before the start of night school will be deemed proper notification. All night school classes cancelled will be rescheduled, except for those cancelled due to strike by School Committee employees.
- C. In filling such teaching positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, length of service in the Fall River School System; and in regard to summer school or evening school positions and Federal Programs, previous Fall River summer or evening school teaching experience.
- D. When a sufficient number of regularly appointed teachers in the Fall River School System is not available to fill all teaching positions, they will be filled, to the extent possible, by substitute teachers in the Fall River School System and by teachers from other school systems. To the extent that they are applicable, the same criteria that are used in making appointments from among regularly appointed teachers will be used in regard to substitute teachers and teachers from other school systems.

- E. Teachers will be chosen to do all summer school teaching, and they will be given due consideration for monitoring of students or proctoring teacher tests given in the public schools and the supervision of athletic events.
- F. No person covered by this contract shall hold more than two concurrent paid positions within the school system, night programs, summer programs, and/or Federal Programs (Projects). The position of coaches, assistant coaches, and club advisor will not be counted as one of the concurrent paid positions referred to in the first sentence of this section. If no qualified candidate applies, the limits contained in the first sentence may be exceeded. All jobs will be advertised.
- G. If appointed to the Fall River School System, teachers on Federal projects will get professional standing if all other requirements for professional standing have been met.

ARTICLE XIV

TEACHER EVALUATION

For the Teacher Evaluation Process, see Appendix B.

- A. All monitoring or observation of the work performance of a teacher for evaluation purposes shall be done in accordance with the Teacher Evaluation Instrument form in Appendix B of this Agreement. This does not preclude other monitoring or observation; however, all monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.
- B.
 - 1. Teachers will have the right, upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompanying him/her during such review and receive a copy of anything in the file.
 - 2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. 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 express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
- C. Any complaints regarding a teacher should be made to the teacher, to the department head, to the principal, and to the Superintendent of Schools, in that order.
- D. The Association recognizes the authority and responsibility of the principal, director, or supervisor for disciplining or reprimanding a teacher for delinquency of professional performance. If a teacher is to be disciplined or reprimanded by a member of the administration, he/she will be personally and confidentially notified of the nature of the meeting three (3)

hours prior to the meeting, and he/she will be entitled to have a representative of the Association present. If a situation should arise in which a principal's immediate attention is warranted, he/she may take appropriate action at that time to control the situation. If a reprimand is going to follow from the incident, the time line in sentence 2 above will be followed.

- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. This does not apply to the renewal of a coaching position nor the non-renewal of a non-professional standing teacher.
- F. No teacher will be used by the Administration for written reports or evaluations of another. To allow this to occur shall constitute reason for redress to the Committee in the form of grievance against the sponsoring (receiver) of said reports or evaluations.

ARTICLE XV

TEACHER FACILITIES

- A. Each new school, the construction of which is uncompleted following the commencing of this Contract and all existing schools wherever practicable, will have the following facilities:
 - 1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 - 2. A separate teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 - 3. An appropriately furnished room, which will include a telephone, is to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforesaid teacher work area.
 - 4. A serviceable desk and chair for the teacher in each room.
 - 5. A communication system so that teachers can communicate with the main building office from their classroom.
 - 6. A well-lighted and clean male teacher restroom and well-lighted and clean female teacher restroom.
 - 7. A private dining area for the exclusive use of the teachers.
 - 8. Schools having a parking area will reserve a section for teachers.
 - 9. Teachers will be given an opportunity to put forth their ideas in regard to new facilities and/or alterations in old.

10. The School Committee will strive to provide for a suitable area for band practice, etc.

ARTICLE XVI

USE OF SCHOOL FACILITIES

- A. The Association will have the right to request the use of school buildings at reasonable times for meetings. The principal of the building involved will be notified in advance of the time and place of all such meetings.
- B. There will be one (1) bulletin board in each school building and in each teachers' lounge in each particular school, if such school has a teachers' lounge, for the purpose of displaying notices, circulars, and other Association materials. Copies of all such materials will be provided to the Building Principal, but his/her approval will not be required for the posting of such materials.
- C. There will be no cost to the Fall River Educators' Association for use of school buildings to run courses.

ARTICLE XVII

SUBSTITUTE TEACHERS

- A. While the parties agree that permanent classroom teaching assignments require permanent classroom teachers in order that the educational philosophy of the City of Fall River can be implemented to the maximum extent, the parties recognize that it is necessary to have qualified substitute classroom teachers who are available to teach on a temporary basis in the place of classroom teachers who, for whatever reason, are unable to carry out their teaching duties for varying periods of time. In the broadest sense, a substitute teacher is defined as a person assigned to fulfill the duties of a classroom teacher who is temporarily absent from his/her assignment. It is further understood that all permanent classroom teaching positions which become vacant due to promotion, transfer, resignation, retirement, or death of the permanent teacher will be properly advertised and filled by permanent appointment within sixty (60) days after being advertised.

B. PRIORITIES IN ASSIGNING PER DIEM SUBSTITUTES

Per Diem substitutes will be employed on a temporary basis under the following priorities:

1. Degreed and certified (Four-year degree) or "grandfathered" personnel
2. Degreed with prior experience (Four-year degree)
3. Degreed (Four-year degree)
4. Associates' Degree or its equivalent (minimum of sixty credit hours) and/or

experienced in a vocational area; i.e., Industrial Arts or Home Economic areas.

C. SUBSTITUTE – METHOD OF PAYMENT

Substitute teachers may be used for a period up to the remainder of one school year to temporarily fill the position of a regular assigned teacher who is absent. Temporary positions of a full school year or more and all vacancies shall be filled by bargaining unit members.

Any degreed and certified person serving in a specific position, for which they are certified, for more than thirty (30) days shall be paid at the rate of 1/183 of Step 1 of the teachers' salary schedule for the remainder of the time they serve in that specific position.

No payment, at *Step 1* as defined herein, shall be made when the person is no longer serving in that specific position. No service hereunder shall extend beyond the end of the school year in which the specific position was assumed.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL DEVELOPMENT

- A. The Employer will pay the reasonable expenses (including fees, meals, lodging and transportation) incurred by teachers who, with approval of the Superintendent, attend workshops, conferences or other professional improvement sessions.
- B. The Employer will sponsor one graduate level course of from twenty (20) to thirty (30) hours each fall semester and each spring semester. Such course will be offered free to all teachers who are on the maximum step of the salary schedule. Three (3) graduate credits will apply vertically and horizontally on the salary schedule.
- C. The Employer agrees to pay the tuition of any in-service course a teacher on the maximum step of the salary schedule takes.
- D. Course Credit. The Fall River Educators Association can set up three (3) graduate credit courses of an educational nature taught by a qualified person (any person teaching at an accredited four year college or university). The Employer will give the three (3) graduate credits to teachers who have successfully completed these courses. This credit will be applied to the B+15, B+30, B+45, B+60, M, M+15, M+30, M+45, M+60, CAGS and Ph.D. of the salary schedule. Effective September 1, 1997, all credits teachers have earned for salary lane advancement shall be “grandfathered” and shall remain to their credit. Prospectively from that date, only graduate level courses shall apply for salary lane advancement for any course registered after such date, except as provided in Article XXVII. There shall be no change concerning the practices of the Parties relating to salary lane advancement, except as specifically provided herein.
- E. Horace Mann Grants

1. All members of the bargaining unit will be eligible.
2. Selection process is controlled by the School Committee.
3. All work done by the individual will be performed outside regular duty time.
4. Appeal process – Three person Horace Mann subcommittee of the School Committee.
5. Twelve hundred fifty dollars (\$1,250.00) flat rate.
6. Application form.

F. COST OF COURSE:

The School Committee agrees to pay the tuition of any In-Service course a teacher beyond maximum takes (Section C above).

Course Credit. Fall River Educators' Association can set up three (3) graduate credit courses of an educational nature taught by a qualified person (any person teaching at an accredited four-year college or university). The Fall River School Committee will give the three (3) graduate credits to teachers who have passed these courses. This credit will be applied to any course requirements of teachers in the Fall River School System and to the B+15, B+30, B+45, B+60, M, M+15, M+30, M+45, M+60, CAGS and Ph.D. of the salary schedule. Such courses must be on the graduate level.

Effective upon the execution of this Agreement, all credits teachers have earned for salary-lane advancement shall be "grandfathered" and remain to their credit. Prospectively, only graduate level courses shall apply for salary-lane advancement for any course registered after effective date of this Agreement, except as provided in Article XXVII. There shall be no changes concerning the practices of the parties relating to salary-lane advancement, except as specifically provided herein.

G. Masters Degree District Alternatives

In order to attract and maintain excellent teachers, the Parties will appoint a Joint Committee effective immediately which will be charged with the responsibility of initiating and implementing the process which will allow the District to be a provider of Pathways to Alternative District Professional Development Plan to the Masters Degree within the District (through U Mass Dartmouth or Bridgewater, for example) using Professional Development funds.

H. RETELL/SEI Endorsement

Whereas the Massachusetts Department of Elementary and Secondary Education (DESE) has adopted regulations that require that all core academic teachers of English Language Learners (ELLs), and building administrators who supervise such teachers, must earn a Sheltered English Immersion (SEI) Teacher or Administrator Endorsement by July 1, 2016, and whereas it is the responsibility of each such teacher or administrator to earn such Endorsement, the following agreement has been reached. Any FREA member who is employed in the Fall River Public Schools during 2012-2013, or who becomes employed by the Fall River Public Schools prior to July 1, 2016, and who earns the Sheltered English Immersion (SEI) Endorsement by July 1, 2016 while employed by the Fall River Public Schools shall receive three (3) Fall River

Increment Credits that may be utilized toward advancement on any and all lanes of the FREA's Salary Schedule (Appendix A). The parties expressly agree that the three (3) Fall River Increment Credits earned for the SEI Endorsement constitute graduate credits. No other compensation will be sought or given for obtaining this Endorsement.

In the event that all training slots are not taken, and as long as the following is allowed by DESE, the Superintendent or his designee shall notify all FREA members in writing that additional slots are available at no cost to any FREA member interested in taking the training, including non-core academic members. In the event that the DESE issues additional SEI/RETE:: professional development and training guidelines beyond those that exist as of the date of this Agreement, the FREA and the School Committee shall enter into negotiations concerning any such guidelines.

ARTICLE XIX

PROTECTION

- A. Teachers will immediately report in writing all cases of assault suffered by them in connection with their employment to the principal and the Superintendent of Schools.
- B. 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 the persons involved and will act in appropriate ways as liaison between the teacher, the police, and the courts.
- C. In criminal or civil proceedings brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Committee will upon request of the teacher, furnish legal counsel to defend him/her in such proceedings. Such request must be made in writing to the Superintendent of Schools or the Assistant Superintendent. Within 48 hours of receipt of such request, the Superintendent of Schools or his/her designee shall notify the teacher of the means by which legal counsel will be furnished.

ARTICLE XX

PERSONAL INJURY BENEFIT

- A. Whenever a teacher is absent from school as a result of personal injury to him/her caused by an accident or assault upon him/her occurring in the course of his/her employment, during any period for which weekly total incapacity compensation is payable under Massachusetts General Laws, Chapter 152, Section 69 as amended will apply.
- B. The Committee will reimburse teachers for the cost of medical, surgical, or hospital services (less the amount of any public or private insurance reimbursement) incurred as the result of any injury sustained in the course of his/her employment. These benefits are to be limited to such amounts as may legally be paid under the provisions of the Workmen's Compensation Act.

ARTICLE XXI

INSURANCE AND ANNUITY PLAN

- A. The Committee will pay the maximum percentage permitted by law of the cost of the following types of insurance coverage:
 - 1. A \$5,000 term life insurance plan and a \$5,000 accidental death and dismemberment policy. Upon retirement \$5,000 life insurance without the accidental and dismemberment policy;

The City of Fall River and the Fall River Public Employees Committee, of which the Association is a member, have entered into a separate agreement regarding health insurance (see Appendix D).
- B. Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to the United States Public Law No. 87-370.

ARTICLE XXII

EDUCATIONAL MATERIAL

- A. The Committee and the Association recognize that, for optimum educational results, each pupil ought to have a textbook for his/her own use, and the Committee will insure that each student shall have a textbook in every subject area for his/her own use of the school year.
- B. The high school department heads shall, with teacher consultation and recommendation, select new texts and other educational materials in conjunction with the Office of Instruction.
- C. The Assistant Superintendent for Instruction shall continue to consult with his/her staff, school principals, Administrative Personnel, and with Classroom Teachers before textbooks are recommended for adoption.
- D. A teacher who needs supplies shall submit a request in writing to the principal or his/her designee who is a member of the administration. The principal or designee will give his/her written response within five (5) days.

ARTICLE XXIII

GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
- B. The representatives of the Association will be relieved from all regular duties without loss of

pay as necessary in order to permit their participation in negotiation meetings between the Committee and the Association scheduled during a school day. When it is necessary for representatives of the Association to schedule meetings during the school day in order to prepare for negotiations or to investigate a grievance, the various committees will, upon notice to the Superintendent of Schools by the President of the Association, be released as necessary without loss of pay in order to permit participation in such meetings. Any teacher whose appearance in such investigation, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused. The Superintendent will make every effort to comply with all reasonable requests.

- C. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- D. The Committee will, upon request, provide the Association with any document which will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.
- E. The Association will be provided with copies of the minutes of open official Committee meetings and all other printed materials that are distributed to Committee members at open official meetings as soon as possible after such meetings. Copies of the agenda of each School Committee meeting, either regular or special, shall be mailed to the Association at the same time as they are sent to the members of the Committee.
- F. Copies of this Agreement will be printed at Committee expense and a copy given to each teacher within sixty (60) days of the signing of this contract.
- G. 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 a 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.
- H. The officers of the Fall River Educators' Association or their designated representatives shall be granted up to fifteen (15) days leave for conferences sponsored by the Massachusetts Teachers' Association or other educational conferences deemed to be in the interest of the Association. This leave will not be deducted from either personal leave or sick leave of the involved members of the Association. Leave under this provision shall be limited to eight (8) bargaining unit members on any one day. Additional leave under this provision may be granted at the discretion of the Superintendent or his/her designee.
- I. Teachers will have meaningful input into release time programs.
- J. Two members of the Fall River Educators' Association Election Committee will be given half-day release time from school to distribute and collect ballots on Fall River Educators' Association election day.

- K. Teachers shall have the opportunity for meaningful input into all new programs.
- L. The Fall River Educators' Association President, if requested, will be given a year's leave of absence without pay.
- M. No teaching-related activities which may be performed by Unit A members shall be contracted or in any other way given to groups or individuals outside the bargaining unit. Except as specifically excluded by this Contract, this does not apply to Fall River Administrators' Association.

Retirees may fill vacant part-time positions within the following limitations:

1. Such part-time work will not supplant full-time bargaining unit positions.
 2. Where qualifications are substantially equal, preference would be given to former Fall River teachers.
- N. Within thirty (30) days of the signing of this Agreement and within thirty (30) days of the opening date of school in subsequent years, the School Committee shall submit to the Association a seniority list of all Unit A members.
 - O. Prospectively, seniority shall be defined as the length of continuous service within the FREA bargaining unit by a degreed, certified or waived person in a professional position in the Fall River Public Schools. Full credit shall be given for all service within the bargaining unit after the effective date of appointment.

Promotion to another position in Fall River does not constitute a break in service, however, an employee returning to the FREA bargaining unit will only be given credit for previous seniority earned in the FREA.

An employee who leaves the employ of the Fall River School Department for another district does have a break in service and if that employee returns to the Fall River School Department, his/her seniority would begin at zero.

Notwithstanding the same, the within provision relative to the new definition of seniority shall not affect any current member of the FREA with respect to seniority earned as a non-FREA employee of the Fall River School System as of the date of the successor contract .

Effective date of appointment is defined as the date of appointment by the School Committee. Differentiation for seniority purposes for professional employees will be by date of School Committee appointing action, and second, by order of appointment with a given meeting.

Service after effective date of appointment will not be considered to have been interrupted by military, educational, maternity, or personal leave if such leave or any combination of leaves (except military) does not exceed a period of two consecutive years. Limitation on

crediting of service military leave will be in accordance with applicable State and Federal Regulations.

Seniority may also be established through continuous substitute teaching service by a degreed, certified or waived individual. Service as a substitute shall be considered to have commenced, for purpose of this Article, when the person in question first contributes to the Massachusetts Teachers Retirement System. The burden of establishing the date of initial contribution shall rest on the person seeking to establish seniority. Time prior to initial contribution is subject to retroactive buyback only for continuous service while degreed, certified or waived. No buyback by anyone shall be allowed after March 1, 1985.

A seniority list of bargaining unit members shall be published annually by October 1st. As of that date, the list shall not be subject to update for any reason until the next annual list. Exception to the above shall be made if an individual can show that an error has been made in the publication of the list. Such error must be brought to the attention of the FREA and the School Committee by December 1st. As of that date, no further revision in the seniority list will be made until the following school year.

The seniority definition only for Title 1 teachers hired before April 23, 2007 is found in Appendix E of this Agreement. Seniority for Title 1 teachers hired after April 23, 2007, shall be the same for all other teaching employees, as provided within this Agreement.

- P. Teachers will be personally notified immediately of all telephone calls of an emergency nature and of all other calls by the end of the school day.
- Q. Teachers who reside outside the City of Fall River may be allowed to enroll their children in the Fall River Public Schools on a tuition-free basis subject, however, to the right of the Superintendent of Schools or his/her designee to assign such children to specific schools as he/she sees fit or deems necessary.
- R. Teachers shall maintain a neat and clean appearance. Teachers shall wear clothing that is consistent with maintaining a (business casual) professional educational environment. It is recognized that expectations for teacher appearance may vary depending on the specific responsibilities that teachers carry out, such as for physical education and art teachers, for example. It is also recognized that for some special events or projects, such as field days or fund raising activities, the guidelines for professional appearance may vary. Teacher appearance shall not be addressed in the evaluation of any teacher unless such teacher has been advised of such a concern at a meeting in which an Association representative is present, a reasonable expectation is clearly set forth, such teacher is provided a reasonable time to address the issue and the expectation is not met.

ARTICLE XXIV

AGENCY FEE

To insure the adequate representation of all employees covered by this Agreement, all teachers, except for those who had completed twenty-five (25) years of service in the Fall River Public Schools as of July 1, 1971, who are not paying dues to the Association, shall pay an Agency Fee to the Association as a condition of continued employment, pursuant to the provisions of Section 12 of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, as amended by Chapter 903 of the Acts of 1977. The Treasurer of the City of Fall River shall, starting within a reasonable time period following appointment and continuing for ten (10) consecutive monthly paychecks thereafter, deduct the total chargeable Association expenses in the previous school year divided by the number of persons in the bargaining unit in the previous school year divided by the number of persons in the bargaining unit in the previous school year from such teachers as payment of said fee to the Association as exclusive bargaining agent. Prior to October 1st the Treasurer of the Association will submit a letter to the City Treasurer and the Superintendent certifying the total amount of Fall River Educators' Association, Massachusetts Teachers Association, National Education Association dues for the current school year. Upon completion of FREA/MTAS/NEA dues audits, any refund shall be provided.

ARTICLE XXV

SICK LEAVE

SECTION 1.

Annual sick leave with full pay shall be allowed all teachers at the rate of:

14 school days per year, effective September 1, 2014.

Unused sick leave may be accumulated from year to year without limit.

SECTION 2.

In the event of a death in the immediate family, teachers shall be entitled to a leave of absence for five (5) consecutive school days at time of death in immediate family without loss of salary or loss of credit from annual or cumulative leave. The term immediate family shall include father, mother, brother, sister, spouse, child, grandparents, father-in-law, mother-in-law, or member of immediate household.

SECTION 3.

Up to five (5) days emergency leave shall be granted without loss of pay in the event of serious illness in the professional employee's immediate family requiring bedside or household attention, to be deducted from sick leave of teacher. The teacher may be required to document their need.

SECTION 4.

The Superintendent shall have the power to excuse a teacher for one day's absence to attend the funeral of a relative, not herein covered, without loss of pay, but such absence shall be deducted from the number of sick leave days to the credit of the teacher.

SECTION 5.

- A. Teachers will be entitled to two (2) days' leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application for personal leave will be made at least twenty-four (24) hours before taking such a leave, except in the case of emergencies. The applicant for such leave will not be required to state the reason for taking such leave other than that he/she is taking it under this section, except that before and after a holiday a teacher may be required to document their need only to the Office of the Superintendent. Such absence shall not be deducted from the number of sick leave days to the credit of a teacher.

Personal days will be accumulative at the rate of one (1) day per year.

- B. The Superintendent will grant Jewish holy days without loss of pay to individuals of the Jewish faith, or members of their immediate family, who request to observe said holy days. These days will be limited to Rosh Hashanah and Yom Kippur.
- C. The Parties will establish a Joint Study Committee, which shall be independent of any other Joint Study Committee, for the purpose of reviewing the existing Personal Leave provisions. Such committee shall be comprised of an equal number of members from each of the Parties. Each Party will appoint its own representatives. The Personal Day Review Committee will report its recommendations to the Parties.

SECTION 6.

Teachers who served or are serving in the Armed Forces of the United States shall be entitled to all sick leave benefits after having resumed their duties as employees of the City of Fall River, and such periods of service in the Armed Forces shall not be deducted from their experience categories.

SECTION 7.

Absence due to quarantine periods within the household of a teacher shall be paid for in full and shall not apply against the credit of sick leave, provided the teacher takes temporary residence in a place where there are no children attending school, and provided he or she immediately notifies the Superintendent of Schools and the Board of Health of said change of residence, and that he or she remain under observation of the Board of Health during the period of quarantine and is given at the end of the period a certificate by the Board of Health authorities permitting him or her to return to school.

SECTION 8.

MATERNITY BENEFITS AND CHILD REARING LEAVE

Any woman who leaves a teaching position in the employ of the School Committee for the purpose of giving birth to a child or of adopting a child, and who shall give reasonable notice to the School Committee of her anticipated date of departure and who subsequent to such birth or adoption is still qualified to perform the duties of such position, shall be entitled to be restored to her previous position or a similar position within eighteen months of her departure date, or in the event of a miscarriage within six months of her departure date, with the same status, pay and seniority as if she had not been absent.

Any woman shall be entitled to 12-weeks maternity leave, 14-weeks Caesarian section, with pay if the teacher has enough sick leave on the books.

If such similar employment is not available, the employer shall offer the employee any other vacant position until such time as the employer can offer her the job she previously held or one substantially similar to it.

The employer may require that the employee produce medical certification that she is physically able to resume her work before returning to the job.

Any system of accruing seniority or accruing benefits, which seniority of benefits accrue while an employee is on leave for sickness, disability or any other leaves, shall accrue to the employee who takes a maternity leave. In all such cases when such employee returns, her seniority date will remain the same as it was prior to her maternity leave. Any person on leave for a full school year under this section shall not be credited with sick leave accrual for that year.

Child-rearing leave will be granted to any teacher caring for his/her natural or adopted child without pay and under the same conditions as maternity benefits. If both parents are members of the Bargaining Unit, only one (1) such parent shall be granted such leave at the election of such parent.

SECTION 9.

Employees have a responsibility for limiting their use of personal sick leave to the legitimate purposes as provided by this Agreement. It is agreed that the Employer has a right and responsibility to monitor sick leave and verify that sick leave is restricted to legitimate use. The Employer may take progressive discipline in instances of misuse of sick leave. To that end, in the case where the Employer substantiates cause to suspect abuse by an employee who has used at least twelve (12) sick days in one school year, or has exhibited a pattern of sick leave abuse, the Employer may require such employee to provide written documentation from a qualified physician.

The Superintendent, or his/her designee, may require an employee who is on sick leave for five(5) or more consecutive work days to provide a written statement from a qualified physician that documents that the employee was not able to work.

The Superintendent, or his/her designee, may require an employee who is on sick leave for five(5) or more consecutive work days to provide a written statement from a qualified physician that the employee is able to return to work.

SECTION 10.

The Committee reserves the right to have an independent physician examine any employee, at City expense, claiming sick leave, who in its opinion may not be entitled to the same and/or who may not be incapacitated to perform some official duties. The opinion of the independent physician shall be final.

SECTION 11.

In the case of teachers receiving benefits from Fall River Public Schools under the Workmen's Compensation Act as a result of a claim for personal injury sustained during the performance of their duties, sick leave benefits are to be limited to such

amounts as may legally be paid under the provisions of the Workmen's Compensation Act.

SECTION 12.

No sick leave allowance shall be made for teachers unable to report at the opening of the school year except by the presentation of an affidavit from a certified physician or by a vote of the School Committee.

SECTION 13.

A teacher in service ten (10) years or more who has exhausted his/her total cumulative leave allowed, and sick leave bank benefits, and remains absent because of illness may apply to the Superintendent for an unpaid leave of absence.

SECTION 14.

A maximum of ten (10) days per school year will be granted, with no loss in compensation, to persons called into temporary active duty with any unit of the United States Reserves or State Guard, provided such obligation is with his/her unit and cannot be fulfilled on days when school is not in session. Any exception to the above will require authorization of the Superintendent of Schools.

SECTION 15.

If a teacher leaves the school sick after 11:00 a.m. due to illness, a half-day (1/2 day) of such leave will be deducted from the teacher's sick leave account. If a teacher leaves the school before 11:00 a.m. due to illness, a full day (1 day) of sick leave will be deducted from the teacher's sick leave account.

SECTION 16.

A teacher will be required to make only one (1) telephone call to report absence for the day and to report his/her return to duty.

SECTION 17.

SICK LEAVE BUY BACK

Any teacher in the Fall River School System with a minimum of fifteen (15) years of service will get thirty dollars (\$30.00) for each day of accumulated unused days up to 181 days upon resignation, retirement, or death. In addition, teachers will be compensated at thirty dollars (\$30.00) a day for 25 percent (25%) of all days accumulated over 181 days. In order for a teacher to be entitled to the “buy back,” a teacher must notify the Administration of his/her intent to retire or resign at least six (6) months before his/her retirement/resignation date. In the event that the State institutes an early retirement program, the School Committee will waive the above notice requirement for those teachers participating in said program.

Money will be payable by August 31st of the year that they retire.

SECTION 18.

Employees who have perfect sick leave attendance during a school year shall receive \$200 within the thirty (30) days next following the last day of school in that school year.

SECTION 19.

The Committee shall comply with the Family Medical Leave Act for all bargaining unit members who qualify under the terms of the Act.

ARTICLE XXVI

SABBATICAL LEAVES

Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted for study, or other professional improvement, to a member of the teaching staff by the Committee, subject to the following conditions:

- A. No more than fifteen (15) members of the teaching staff will be absent on sabbatical leave during a particular school year.
- B. Requests for sabbatical leave must be submitted to the Superintendent of Schools or his/her designee in writing, in such form as may be required by the Superintendent of Schools, between September 1st and December 31st of the school year preceding the school year for which the sabbatical leave is requested.
- C. The teacher has completed at least seven (7) full years of service in the Fall River School System. Any leave granted under this Contract will not be considered as a break in service.
- D. Teachers may request a sabbatical leave for only a full-year or half-year duration. Teachers on sabbatical leave will be paid at fifty percent (50%) of their regular salary while on sabbatical leave. The first five (5) teachers with over eleven (11) years of service who are granted a sabbatical will receive sixty percent (60%) of their salary while on sabbatical leave. All others who are granted a sabbatical leave will receive fifty percent (50%) of their

regular salary.

- E. Prior to granting of sabbatical leave, a teacher shall enter into written agreement with the Committee that upon the termination of such leave teachers will return to service in the Fall River School System for a period equal to double the length of the sabbatical leave. In default of completing such service, he/she shall refund to the Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered, as agreed bears to the whole amount of service agreed to be rendered, unless said default is due to illness, disability, discharge, death or other circumstances beyond the control of the individual.
- F. The Association shall have the right to directly recommend an individual to the Superintendent for a sabbatical leave provided the fifteen (15) number limitation set out above has not been exhausted.
- G. It shall be incumbent upon the Superintendent to report to the Committee all requests for sabbatical leave and the Committee, in its discretion, shall act on those recommendations.

ARTICLE XXVII

SUPERVISING OF STUDENT TEACHERS

A teacher may accept or reject assignment as a supervising teacher for a student teacher. If a teacher accepts assignment as supervising teacher, this assignment shall be recognized for three (3) credits or stipends of three hundred dollars (\$300) at the option of the School Committee. If three (3) credits are granted, said credits will apply for horizontal movement on the salary schedule. The School Committee, wherever possible, will assign one (1) supervisory teacher. If this is not possible, the three hundred dollars (\$300) or the three (3) credits will be divided pro-rata according to the time involvement of the assigned teachers. The assignment of the teacher will be on a rotating basis subject to the ability of the teacher to supervise.

No student teacher will be used as a substitute teacher in Fall River.

ARTICLE XXVIII

CONSULTATION PROCEDURE

The School Committee agrees that once during the months of October, December, February, and April, prior to the fifteenth of each said months, it will meet with representatives of the Association in special session for the purposes of discussing such matters as the Association determines.

The Association agrees that on or before the first of each of the above enumerated months, it will provide the School Committee with a written list of the topics it wishes to discuss with the School Committee.

There will be not more than five (5) teachers appointed by the Association per meeting.

ARTICLE XXIX

SCHOOL COMMITTEE RIGHTS

Nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty heretofore possessed by the School Committee except where such right, power or duty is limited by this Contract.

ARTICLE XXX

TEACHER EVALUATION OF ADMINISTRATORS

- A. All administrators shall be subject to evaluations by the teachers they supervise twice per year. One such evaluation shall be performed during the first week of December. One such evaluation shall be performed during the first week of March. Participation for such evaluation shall be at the option of the individual teacher.
- B. The December evaluation forms will be collected by the Faculty Representative, and a copy of these unsigned forms will be given to the administrator being evaluated.
- C. The March evaluation forms will be collected by the Faculty Representative and these shall be signed and a copy delivered to the Superintendent; a copy of which shall be given to the Administrator being evaluated.

ARTICLE XXXI

REDUCTIONS IN FORCE

- A. As a result of increased class size and/or as a result of availability for twenty-eight (28) teaching periods, there will be no reduction in force during the life of this contract.
- B.
 - 1. In the event it becomes necessary for the Committee to reduce the number of Professional Employees in the bargaining unit because of financial limitation, reasons of economy, decrease in pupil enrollment, changes in curriculum or other similar reasons, the procedures set forth in this Article will govern the layoff and recall of employees who are affected by any such reduction.
 - 2. No teachers with professional standing, as defined in this Contract, shall be dismissed due to R.I.F. until all per diem and long-term substitutes and/or non-professional standing teachers, whose positions such professional standing teachers are certified to fill, have been dismissed.
 - 3. Dismissal of teachers with professional standing due to R.I.F. will be based on the teacher's certification and teacher experience in the Fall River Public Schools. Teachers with professional standing to be dismissed due to R.I.F. shall be dismissed within affected areas of certification in inverse order of seniority. Teachers with professional standing who have been reached for R.I.F. may bump less senior teachers in other areas in which they are certified.

4. Leaves of Absence - Military leave, maternity leave, and educational leave shall not interrupt continuous service for purposes of defining seniority.
 5. Seniority - See Article XXIII, Section P.
 6. Certification - 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 Fall River Public Schools.
- C.
1. Recall - Teachers of non-professional standing will have no recall rights. Teachers with professional standing will be recalled in inverse order of their layoff as positions for which they are qualified become open. Teachers with professional standing will remain on a recall list for a period of two (2) years from their date of dismissal.
 2. An employee who is recalled by the Committee within two (2) years shall have restored to him/her all benefits he/she had accumulated at the time of his/her layoff. Teachers on a 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.
 3. Teachers on the recall list will be given first priority in filling substitute teachers' vacancies in their field(s) of certification if they indicate, in writing, that they desire such employment.
 4. When vacancies occur in the certification area(s) of a teacher on the recall list, such teacher shall be notified by certified mail at his/her last address of record. 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 ten (10) calendar days shall be considered a rejection of such offer, and the teacher shall be dropped from the recall list. It shall be the responsibility of the personnel on the recall list to inform the Office of the Superintendent of Schools or his/her designee, 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 paragraph.
- D. 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.

ARTICLE XXXII

SICK LEAVE BANK

- A. The sick leave bank is for use by eligible members of the professional staff covered by this Agreement who have exhausted their own accumulated sick leave and who have a serious illness.
- B. Each unit member shall have his/her sick leave accumulation reduced by one (1) day for the term of this Agreement, and those days shall then be deposited in the bank. In the event the sick leave bank is exhausted during the term of this Agreement, all qualified members shall have their sick leave accumulation reduced by another day and that day shall be deposited in the bank to be used as provided in paragraph A above.
- C. The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.
- D. The sick leave bank shall be administered by a sick leave bank committee consisting of five (5) members; three (3) members shall be designated by the Fall River Educators' Association to serve at its discretion, and two (2) members shall be designated by the School Committee to serve at its discretion. The sick leave bank committee shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the committee in administering the bank and determining eligibility and amount of leave: a) adequate medical evidence of serious illness, and b) prior utilization of all eligible sick leave.

RULES OF THE SICK LEAVE BANK

- A. Eligibility for days from the Sick Leave Bank: An applicant must be in AFREA member in good standing and must have a catastrophic illness or injury. The member must have been employed as an FREA member for the District for a minimum of six (6) school years to receive the full benefit. Prorated benefits are available for those members in good standing with the FREA with less than six (6) school years per the table in Paragraph L. below.
- B. All requests by teachers seeking an award of sick leave days from the Sick Leave Bank must be in writing and accompanied by a detailed statement from the treating physician regarding the nature of the illness and a probable return to work date. The Sick Leave Bank Committee will then review the request and approve or deny it based on its merits. The approval of days and the number of days to be granted to any member is at the sole discretion of the committee. The decision of the Sick Leave Bank Committee will be final and binding and not subject to any further appeal by the applicant.
- C. The application of the Sick Leave Bank, in relation to all benefits regarding sick leave which appear in the Unit A Contract, is as follows:

1. As provided for in Article 25, Section 1., a teacher is allowed:

14 sick days per year, effective September 1, 2014.

A teacher must first exhaust this benefit and all Personal Days available prior to being eligible to apply for the Sick Leave Bank.

- D. The Committee reserves the right to reconsider any decision upon the presentation of new evidence received within 21 days.
- E. Days from the Sick Leave Bank are not available for illness or disability due to drug addiction or alcoholism, except during confinement in a hospital or other institution specializing in such disabilities or participation in an outpatient rehabilitation program. The total number of days available from the Sick Leave Bank shall not exceed 30 days.
- F. The teacher is required to reimburse to the Sick Leave Bank twenty-five percent (25%) of the allotted days. The amount and the period for reimbursement may be adjusted by the Sick Leave Bank Committee; in no event shall the reimbursement period exceed two (2) school years.
- G. Any days not expended from the Sick Leave Bank will be carried over to the following year. If the bank carries over as of June 30th the equivalent of one (1) day per unit member, there will be no automatic, initial assessment for the succeeding school year. All appointed teachers will be assessed one day should an assessment take place.
- H. All newly appointed teachers will be assessed one (1) day.
- I. All decisions made by the Sick Leave Bank Committee will be done by majority vote of members present.
- J. The Chairperson will call meetings of the Sick Leave Bank Committee with notification of five (5) days in advance to the members. In emergency situations, the Chairperson can call a meeting within a period of 24 hours of the emergency or take electronic poll of the members to be ratified at the next meeting.
- K. The Sick Leave Bank shall only grant up to 5 days for absences due to work related injuries/illnesses to cover the initial five (5) days of absence by said injury/illness. The Sick Leave Bank does not grant days to those receiving payment from workers' compensation. Should a member receive days from the Sick Leave Bank and then be paid for same time period by workers' compensation they are required to reimburse the Sick Leave Bank 100% of any amount received from workers' compensation.
- L. If a member in good standing suffers a catastrophic illness or injury before the six (6) year time period is met, the member may apply to the Sick Leave Bank, with the understanding that the Committee may or may not grant days to the member.

1. Proration of Sick Leave Bank Days

<u>FREA Members with</u>	<u>Maximum Number of Days Available</u>
1 year of service	14 days*
2 years of service	28 days*
3 years of service	42 days*
4 years of service	56 days*
5 years of service	70 days*
6 years of service	84 days*

**Maximum number of days are cumulative*

2. After being employed for more than six (6) school years, a member is eligible for up to one hundred (100) days per school year at full pay per school year.
3. Any member whose school year maximum amount has been exhausted may apply to the Sick Leave Bank Committee, accompanied by proof of hardship, and may be eligible for up to an additional twenty-five (25) days.
4. A lifetime maximum of 200 Sick Leave Bank Days is available to any eligible member.

The Sick Leave Bank Committee reserves the right to change these rules.

ARTICLE XXXIII

PERSONAL LEAVE

No personal leave of absence shall exceed a maximum of two (2) consecutive years. Leave of absence to take a position with a new employer shall be at the sole discretion of the Superintendent.

**ARTICLE XXXIV
DURATION**

The provisions of this Agreement will be effective as of September 1, 2013, and will continue and remain in full force and effect until August 31, 2014. The Association and the Committee agree to take steps necessary to implement the terms of this Agreement.

AGREEMENT: September 1, 2014 – August 31, 2017

As a result of successor bargaining, the parties have also reached an agreement effective September 1, 2014-August 31, 2017. This Agreement incorporates all of the provisions of the Agreement effective September 1, 2013 until August 31st. In addition, this Agreement includes across the board wage increased found on Appendix A Salary Schedule.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2014.

**FALL RIVER, MASSACHUSETTS
SCHOOL COMMITTEE**

BY:

Mayor William A. Flanagan, Chairperson

Mark Costa, Vice Chairperson

Paul Hart

Gabriel Andrade

Joseph Martins

Melissa Panchley

Robert Maynard

**FALL RIVER, MASSACHUSETTS
EDUCATORS' ASSOCIATION**

BY:

Rebecca Cusick, President, FREA

**ATTORNEY FOR THE
FALL RIVER, MASSACHUSETTS
SCHOOL COMMITTEE**

BY:

Bruce A. Assad, Legal Counsel

**AUDITOR, CITY OF FALL RIVER
BY:**

Krishan Gupta

**CORPORATION COUNSEL
CITY OF FALL RIVER**

BY:

Elizabeth Sousa

APPENDIX A

TEACHERS' SALARY SCHEDULE

Increase the schedule as follows:

- a. All hourly rates in the Agreement: no increase.
- b. All Coaching and Club/Activities salaries in the Agreement: no increase
- c. Appendix A, Teacher Salary Schedule, increase, across the board, as follows:

Effective September 1, 2013 - 1%
Effective September 1, 2014 – 1.5%
Effective September 1, 2015 – 2.5%
Effective September 1, 2016 – 2.5%

2013-2014 SALARY SCHEDULES

SALARY SCALE A: 2013-2014 BASE SCHEDULE FOR ALL TEACHERS WITHOUT EXPANDED LEARNING TIME

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	38,239	38,781	39,325	39,875	40,388	40,663	40,937	41,210	41,762	42,274
2	40,153	40,719	41,294	41,871	42,384	42,667	42,958	43,247	43,824	44,336
3	42,151	42,751	43,360	43,964	44,474	44,779	45,084	45,379	45,990	46,501
4	44,263	44,888	45,530	46,162	46,674	46,992	47,306	47,629	48,259	48,770
5	46,474	47,137	47,801	48,470	48,982	49,320	49,648	49,982	50,651	51,163
6	48,799	49,490	50,194	50,892	51,402	51,758	52,105	52,458	53,153	53,666
7	51,238	51,965	52,702	53,440	53,952	54,318	54,685	55,055	55,789	56,302
8	53,800	54,565	55,338	56,112	56,625	57,006	57,391	57,782	58,553	59,063
9	56,488	57,293	58,106	58,915	59,426	59,834	60,240	60,644	61,456	61,968
10	59,309	60,155	61,011	61,862	62,374	62,800	63,223	63,650	64,501	65,014
11	62,272	63,167	64,064	64,958	65,470	65,915	66,360	66,810	67,702	68,212
12	64,959	65,852	66,750	67,644	68,155	68,600	69,046	69,494	70,386	70,897

SALARY SCALE B: 2013-2014 90 HOURS EXPANDED LEARNING DAY@\$4,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	42,239	42,781	43,325	43,875	44,388	44,663	44,937	45,210	45,762	46,274
2	44,153	44,719	45,294	45,871	46,384	46,667	46,958	47,247	47,824	48,336
3	46,151	46,751	47,360	47,964	48,474	48,779	49,084	49,379	49,990	50,501
4	48,263	48,888	49,530	50,162	50,674	50,992	51,306	51,629	52,259	52,770
5	50,474	51,137	51,801	52,470	52,982	53,320	53,648	53,982	54,651	55,163
6	52,799	53,490	54,194	54,892	55,402	55,758	56,105	56,458	57,153	57,666
7	55,238	55,965	56,702	57,440	57,952	58,318	58,685	59,055	59,789	60,302
8	57,800	58,565	59,338	60,112	60,625	61,006	61,391	61,782	62,553	63,063
9	60,488	61,293	62,106	62,915	63,426	63,834	64,240	64,644	65,456	65,968
10	63,309	64,155	65,011	65,862	66,374	66,800	67,223	67,650	68,501	69,014
11	66,272	67,167	68,064	68,958	69,470	69,915	70,360	70,810	71,702	72,212
12	68,959	69,852	70,750	71,644	72,155	72,600	73,046	73,494	74,386	74,897

SALARY SCALE C: 2013-2014 180 HOURS EXPANDED LEARNING DAY@\$8,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	46,239	46,781	47,325	47,875	48,388	48,663	48,937	49,210	49,762	50,274
2	48,153	48,719	49,294	49,871	50,384	50,667	50,958	51,247	51,824	52,336
3	50,151	50,751	51,360	51,964	52,474	52,779	53,084	53,379	53,990	54,501
4	52,263	52,888	53,530	54,162	54,674	54,992	55,306	55,629	56,259	56,770
5	54,474	55,137	55,801	56,470	56,982	57,320	57,648	57,982	58,651	59,163
6	56,799	57,490	58,194	58,892	59,402	59,758	60,105	60,458	61,153	61,666
7	59,238	59,965	60,702	61,440	61,952	62,318	62,685	63,055	63,789	64,302
8	61,800	62,565	63,338	64,112	64,625	65,006	65,391	65,782	66,553	67,063
9	64,488	65,293	66,106	66,915	67,426	67,834	68,240	68,644	69,456	69,968
10	67,309	68,155	69,011	69,862	70,374	70,800	71,223	71,650	72,501	73,014
11	70,272	71,167	72,064	72,958	73,470	73,915	74,360	74,810	75,702	76,212
12	72,959	73,852	74,750	75,644	76,155	76,600	77,046	77,494	78,386	78,897

SALARY SCALE D: 2013-2014 270 HOURS EXPANDED LEARNING DAY@\$12,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	50,239	50,781	51,325	51,875	52,388	52,663	52,937	53,210	53,762	54,274
2	52,153	52,719	53,294	53,871	54,384	54,667	54,958	55,247	55,824	56,336
3	54,151	54,751	55,360	55,964	56,474	56,779	57,084	57,379	57,990	58,501
4	56,263	56,888	57,530	58,162	58,674	58,992	59,306	59,629	60,259	60,770
5	58,474	59,137	59,801	60,470	60,982	61,320	61,648	61,982	62,651	63,163
6	60,799	61,490	62,194	62,892	63,402	63,758	64,105	64,458	65,153	65,666
7	63,238	63,965	64,702	65,440	65,952	66,318	66,685	67,055	67,789	68,302
8	65,800	66,565	67,338	68,112	68,625	69,006	69,391	69,782	70,553	71,063
9	68,488	69,293	70,106	70,915	71,426	71,834	72,240	72,644	73,456	73,968
10	71,309	72,155	73,011	73,862	74,374	74,800	75,223	75,650	76,501	77,014
11	74,272	75,167	76,064	76,958	77,470	77,915	78,360	78,810	79,702	80,212
12	76,959	77,852	78,750	79,644	80,155	80,600	81,046	81,494	82,386	82,897

SALARY SCALE E: 2013-2014 300 HOURS EXPANDED LEARNING DAY@\$13,333.33 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	51,572	52,114	52,658	53,208	53,721	53,996	54,270	54,543	55,095	55,607
2	53,486	54,052	54,627	55,204	55,717	56,000	56,291	56,580	57,157	57,669
3	55,484	56,084	56,693	57,297	57,807	58,112	58,417	58,712	59,323	59,834
4	57,596	58,221	58,863	59,495	60,007	60,325	60,639	60,962	61,592	62,103
5	59,807	60,470	61,134	61,803	62,315	62,653	62,981	63,315	63,984	64,496
6	62,132	62,823	63,527	64,225	64,735	65,091	65,438	65,791	66,486	66,999
7	64,571	65,298	66,035	66,773	67,285	67,651	68,018	68,388	69,122	69,635
8	67,133	67,898	68,671	69,445	69,958	70,339	70,724	71,115	71,886	72,396
9	69,821	70,626	71,439	72,248	72,759	73,167	73,573	73,977	74,789	75,301
10	72,642	73,488	74,344	75,195	75,707	76,133	76,556	76,983	77,834	78,347
11	75,605	76,500	77,397	78,291	78,803	79,248	79,693	80,143	81,035	81,545
12	78,292	79,185	80,083	80,977	81,488	81,933	82,379	82,827	83,719	84,230

**SALARY SCALES FOR GRANDFATHERED EMPLOYEES HIRED AT OR TRANSFERRED TO KUSS, VIVEIROS
OR SILVIA SCHOOLS PRIOR TO 7/1/14**

SALARY SCALE F: 2013-2014 ELT +30% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	49,709	50,416	51,123	51,839	52,505	52,863	53,217	53,575	54,289	54,955
2	52,200	52,933	53,683	54,433	55,099	55,468	55,844	56,220	56,970	57,637
3	54,803	55,578	56,367	57,152	57,817	58,214	58,609	58,993	59,788	60,453
4	57,541	58,354	59,189	60,010	60,677	61,088	61,500	61,916	62,734	63,401
5	60,417	61,278	62,141	63,011	63,677	64,116	64,543	64,979	65,845	66,512
6	63,438	64,337	65,254	66,158	66,823	67,285	67,738	68,194	69,100	69,766
7	66,611	67,556	68,512	69,493	70,137	70,613	71,088	71,571	72,527	73,193
8	69,940	70,934	71,940	72,945	73,611	74,106	74,610	75,116	76,119	76,783
9	73,434	74,480	75,538	76,591	77,255	77,784	78,310	78,838	79,892	80,558
10	77,100	78,201	79,314	80,422	81,086	81,639	82,192	82,746	83,850	84,519
11	80,956	82,116	83,282	84,444	85,110	85,689	86,269	86,851	88,009	88,674
12	84,447	85,610	86,776	87,938	88,600	89,180	89,761	90,343	91,501	92,167

SALARY SCALE G: 2013-2014 ELT +25% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	47,799	48,476	49,156	49,844	50,485	50,829	51,171	51,513	52,203	52,843
2	50,191	50,899	51,618	52,339	52,980	53,334	53,698	54,059	54,780	55,420
3	52,689	53,439	54,200	54,955	55,593	55,974	56,355	56,724	57,488	58,126
4	55,329	56,110	56,913	57,703	58,343	58,740	59,133	59,536	60,324	60,963
5	58,093	58,921	59,751	60,588	61,228	61,650	62,060	62,478	63,314	63,954
6	60,999	61,863	62,743	63,615	64,253	64,698	65,131	65,573	66,441	67,083
7	64,048	64,956	65,878	66,800	67,440	67,898	68,356	68,819	69,736	70,378
8	67,250	68,206	69,173	70,140	70,781	71,258	71,739	72,228	73,191	73,829
9	70,610	71,616	72,633	73,644	74,283	74,793	75,300	75,805	76,820	77,460
10	74,136	75,194	76,264	77,328	77,968	78,500	79,029	79,563	80,626	81,268
11	77,840	78,959	80,080	81,198	81,838	82,394	82,950	83,513	84,628	85,265
12	81,199	82,315	83,438	84,555	85,194	85,750	86,308	86,868	87,983	88,621

SALARY SCALE H: 2013-2014 ELT +20% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	45,887	46,537	47,190	47,850	48,466	48,796	49,124	49,452	50,114	50,729
2	48,184	48,863	49,553	50,245	50,861	51,200	51,550	51,896	52,589	53,203
3	50,581	51,301	52,032	52,757	53,369	53,735	54,101	54,455	55,188	55,801
4	53,116	53,866	54,636	55,394	56,009	56,390	56,767	57,155	57,911	58,524
5	55,769	56,564	57,361	58,164	58,778	59,184	59,578	59,978	60,781	61,396
6	58,559	59,388	60,233	61,070	61,682	62,110	62,526	62,950	63,784	64,399
7	61,486	62,358	63,242	64,128	64,742	65,182	65,622	66,066	66,947	67,562
8	64,560	65,478	66,406	67,334	67,950	68,407	68,869	69,338	70,264	70,876
9	67,786	68,752	69,727	70,698	71,311	71,801	72,288	72,773	73,747	74,362
10	71,171	72,186	73,213	74,234	74,849	75,360	75,868	76,380	77,401	78,017
11	74,726	75,800	76,877	77,950	78,564	79,098	79,632	80,172	81,242	81,854
12	77,951	79,022	80,100	81,173	81,786	82,320	82,855	83,393	84,463	85,076

SALARY SCALE I: 2013-2014 ELT +15% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	43,975	44,598	45,224	45,856	46,446	46,762	47,078	47,392	48,026	48,615
2	46,176	46,827	47,488	48,152	48,742	49,067	49,402	49,734	50,398	50,986
3	48,474	49,164	49,864	50,559	51,145	51,496	51,847	52,186	52,889	53,476
4	50,902	51,621	52,360	53,086	53,675	54,041	54,402	54,773	55,498	56,086
5	53,445	54,208	54,971	55,741	56,329	56,718	57,095	57,479	58,249	58,837
6	56,119	56,914	57,723	58,526	59,112	59,522	59,921	60,327	61,126	61,716
7	58,924	59,760	60,607	61,456	62,045	62,466	62,888	63,313	64,157	64,747
8	61,870	62,750	63,639	64,529	65,119	65,557	66,000	66,449	67,336	67,922
9	64,961	65,887	66,822	67,752	68,340	68,809	69,276	69,741	70,674	71,263
10	68,205	69,178	70,163	71,141	71,730	72,220	72,706	73,198	74,176	74,766
11	71,613	72,642	73,674	74,702	75,291	75,802	76,314	76,832	77,857	78,444
12	74,703	75,730	76,763	77,791	78,378	78,890	79,403	79,918	80,944	81,532

SALARY SCALE J: 2013-2014 ELT +10% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	42,063	42,659	43,258	43,863	44,427	44,729	45,031	45,331	45,938	46,501
2	44,168	44,791	45,423	46,058	46,622	46,934	47,254	47,572	48,206	48,770
3	46,366	47,026	47,696	48,360	48,921	49,257	49,592	49,917	50,589	51,151
4	48,689	49,377	50,083	50,778	51,341	51,691	52,037	52,392	53,085	53,647
5	51,121	51,851	52,581	53,317	53,880	54,252	54,613	54,980	55,716	56,279
6	53,679	54,439	55,213	55,981	56,542	56,934	57,316	57,704	58,468	59,033
7	56,362	57,162	57,972	58,784	59,347	59,750	60,154	60,561	61,368	61,932
8	59,180	60,022	60,872	61,723	62,288	62,707	63,130	63,560	64,408	64,969
9	62,137	63,022	63,917	64,807	65,369	65,817	66,264	66,708	67,602	68,165
10	65,240	66,171	67,112	68,048	68,611	69,080	69,545	70,015	70,951	71,515
11	68,499	69,484	70,470	71,454	72,017	72,507	72,996	73,491	74,472	75,033
12	71,455	72,437	73,425	74,408	74,971	75,460	75,951	76,443	77,425	77,987

2014-2015 SALARY SCHEDULES

SALARY SCALE K: 2014-2015 BASE SCHEDULE FOR ALL TEACHERS WITHOUT EXPANDED LEARNING TIME

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	38,813	39,363	39,915	40,473	40,994	41,273	41,551	41,828	42,388	42,908
2	40,755	41,330	41,913	42,499	43,020	43,307	43,602	43,896	44,481	45,001
3	42,783	43,392	44,010	44,623	45,141	45,451	45,760	46,060	46,680	47,199
4	44,927	45,561	46,213	46,854	47,374	47,697	48,016	48,343	48,983	49,502
5	47,171	47,844	48,518	49,197	49,717	50,060	50,393	50,732	51,411	51,930
6	49,531	50,232	50,947	51,655	52,173	52,534	52,887	53,245	53,950	54,471
7	52,007	52,744	53,493	54,242	54,761	55,133	55,505	55,881	56,626	57,147
8	54,607	55,383	56,168	56,954	57,474	57,861	58,252	58,649	59,431	59,949
9	57,335	58,152	58,978	59,799	60,317	60,732	61,144	61,554	62,378	62,898
10	60,199	61,057	61,926	62,790	63,310	63,742	64,171	64,605	65,469	65,989
11	63,206	64,115	65,025	65,932	66,452	66,904	67,355	67,812	68,718	69,235
12	65,933	66,840	67,751	68,659	69,177	69,629	70,082	70,536	71,442	71,960

SALARY SCALE L: 2014-2015 90 HOURS EXPANDED LEARNING DAY@\$4,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	42,813	43,363	43,915	44,473	44,994	45,273	45,551	45,828	46,388	46,908
2	44,755	45,330	45,913	46,499	47,020	47,307	47,602	47,896	48,481	49,001
3	46,783	47,392	48,010	48,623	49,141	49,451	49,760	50,060	50,680	51,199
4	48,927	49,561	50,213	50,854	51,374	51,697	52,016	52,343	52,983	53,502
5	51,171	51,844	52,518	53,197	53,717	54,060	54,393	54,732	55,411	55,930
6	53,531	54,232	54,947	55,655	56,173	56,534	56,887	57,245	57,950	58,471
7	56,007	56,744	57,493	58,242	58,761	59,133	59,505	59,881	60,626	61,147
8	58,607	59,383	60,168	60,954	61,474	61,861	62,252	62,649	63,431	63,949
9	61,335	62,152	62,978	63,799	64,317	64,732	65,144	65,554	66,378	66,898
10	64,199	65,057	65,926	66,790	67,310	67,742	68,171	68,605	69,469	69,989
11	67,206	68,115	69,025	69,932	70,452	70,904	71,355	71,812	72,718	73,235
12	69,933	70,840	71,751	72,659	73,177	73,629	74,082	74,536	75,442	75,960

SALARY SCALE M: 2014-2015 180 HOURS EXPANDED LEARNING DAY@\$8,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	46,813	47,363	47,915	48,473	48,994	49,273	49,551	49,828	50,388	50,908
2	48,755	49,330	49,913	50,499	51,020	51,307	51,602	51,896	52,481	53,001
3	50,783	51,392	52,010	52,623	53,141	53,451	53,760	54,060	54,680	55,199
4	52,927	53,561	54,213	54,854	55,374	55,697	56,016	56,343	56,983	57,502
5	55,171	55,844	56,518	57,197	57,717	58,060	58,393	58,732	59,411	59,930
6	57,531	58,232	58,947	59,655	60,173	60,534	60,887	61,245	61,950	62,471
7	60,007	60,744	61,493	62,242	62,761	63,133	63,505	63,881	64,626	65,147
8	62,607	63,383	64,168	64,954	65,474	65,861	66,252	66,649	67,431	67,949
9	65,335	66,152	66,978	67,799	68,317	68,732	69,144	69,554	70,378	70,898
10	68,199	69,057	69,926	70,790	71,310	71,742	72,171	72,605	73,469	73,989
11	71,206	72,115	73,025	73,932	74,452	74,904	75,355	75,812	76,718	77,235
12	73,933	74,840	75,751	76,659	77,177	77,629	78,082	78,536	79,442	79,960

SALARY SCALE N: 2014-2015 270 HOURS EXPANDED LEARNING DAY@\$12,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	50,813	51,363	51,915	52,473	52,994	53,273	53,551	53,828	54,388	54,908
2	52,755	53,330	53,913	54,499	55,020	55,307	55,602	55,896	56,481	57,001
3	54,783	55,392	56,010	56,623	57,141	57,451	57,760	58,060	58,680	59,199
4	56,927	57,561	58,213	58,854	59,374	59,697	60,016	60,343	60,983	61,502
5	59,171	59,844	60,518	61,197	61,717	62,060	62,393	62,732	63,411	63,930
6	61,531	62,232	62,947	63,655	64,173	64,534	64,887	65,245	65,950	66,471
7	64,007	64,744	65,493	66,242	66,761	67,133	67,505	67,881	68,626	69,147
8	66,607	67,383	68,168	68,954	69,474	69,861	70,252	70,649	71,431	71,949
9	69,335	70,152	70,978	71,799	72,317	72,732	73,144	73,554	74,378	74,898
10	72,199	73,057	73,926	74,790	75,310	75,742	76,171	76,605	77,469	77,989
11	75,206	76,115	77,025	77,932	78,452	78,904	79,355	79,812	80,718	81,235
12	77,933	78,840	79,751	80,659	81,177	81,629	82,082	82,536	83,442	83,960

SALARY SCALE O: 2014-2015 300 HOURS EXPANDED LEARNING DAY@\$13,333.33 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	52,146	52,696	53,248	53,806	54,327	54,606	54,884	55,161	55,721	56,241
2	54,088	54,663	55,246	55,832	56,353	56,640	56,935	57,229	57,814	58,334
3	56,116	56,725	57,343	57,956	58,474	58,784	59,093	59,393	60,013	60,532
4	58,260	58,894	59,546	60,187	60,707	61,030	61,349	61,676	62,316	62,835
5	60,504	61,177	61,851	62,530	63,050	63,393	63,726	64,065	64,744	65,263
6	62,864	63,565	64,280	64,988	65,506	65,867	66,220	66,578	67,283	67,804
7	65,340	66,077	66,826	67,575	68,094	68,466	68,838	69,214	69,959	70,480
8	67,940	68,716	69,501	70,287	70,807	71,194	71,585	71,982	72,764	73,282
9	70,668	71,485	72,311	73,132	73,650	74,065	74,477	74,887	75,711	76,231
10	73,532	74,390	75,259	76,123	76,643	77,075	77,504	77,938	78,802	79,322
11	76,539	77,448	78,358	79,265	79,785	80,237	80,688	81,145	82,051	82,568
12	79,266	80,173	81,084	81,992	82,510	82,962	83,415	83,869	84,775	85,293

**SALARY SCALES FOR GRANDFATHERED EMPLOYEES HIRED AT OR TRANSFERRED TO KUSS,
VIVEIROS OR SILVIA SCHOOLS PRIOR TO 7/1/14**

SALARY SCALE P: 2014-2015 ELT +30% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	50,455	51,172	51,890	52,617	53,293	53,656	54,015	54,379	55,103	55,779
2	52,983	53,727	54,488	55,249	55,925	56,300	56,682	57,063	57,825	58,502
3	55,625	56,412	57,213	58,009	58,684	59,087	59,488	59,878	60,685	61,360
4	58,404	59,229	60,077	60,910	61,587	62,004	62,423	62,845	63,675	64,352
5	61,323	62,197	63,073	63,956	64,632	65,078	65,511	65,954	66,833	67,510
6	64,390	65,302	66,233	67,150	67,825	68,294	68,754	69,217	70,137	70,812
7	67,610	68,569	69,540	70,535	71,189	71,672	72,154	72,645	73,615	74,291
8	70,989	71,998	73,019	74,039	74,715	75,218	75,729	76,243	77,261	77,935
9	74,536	75,597	76,671	77,740	78,414	78,951	79,485	80,021	81,090	81,766
10	78,257	79,374	80,504	81,628	82,302	82,864	83,425	83,987	85,108	85,787
11	82,170	83,348	84,531	85,711	86,387	86,974	87,563	88,154	89,329	90,004
12	85,714	86,894	88,078	89,257	89,929	90,518	91,107	91,698	92,874	93,550

SALARY SCALE Q: 2014-2015 ELT +25% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	48,516	49,204	49,894	50,591	51,243	51,591	51,939	52,285	52,985	53,635
2	50,944	51,663	52,391	53,124	53,775	54,134	54,503	54,870	55,601	56,251
3	53,479	54,240	55,013	55,779	56,426	56,814	57,200	57,575	58,350	58,999
4	56,159	56,951	57,766	58,568	59,218	59,621	60,020	60,429	61,229	61,878
5	58,964	59,805	60,648	61,496	62,146	62,575	62,991	63,415	64,264	64,913
6	61,914	62,790	63,684	64,569	65,216	65,668	66,109	66,556	67,438	68,089
7	65,009	65,930	66,866	67,803	68,451	68,916	69,381	69,851	70,783	71,434
8	68,259	69,229	70,210	71,193	71,843	72,326	72,815	73,311	74,289	74,936
9	71,669	72,690	73,723	74,749	75,396	75,915	76,430	76,943	77,973	78,623
10	75,249	76,321	77,408	78,488	79,138	79,678	80,214	80,756	81,836	82,486
11	79,008	80,144	81,281	82,415	83,065	83,630	84,194	84,765	85,898	86,544
12	82,416	83,550	84,689	85,824	86,471	87,036	87,603	88,170	89,303	89,950

SALARY SCALE R: 2014-2015 ELT +20% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	46,576	47,236	47,898	48,568	49,193	49,528	49,861	50,194	50,866	51,490
2	48,906	49,596	50,296	50,999	51,624	51,968	52,322	52,675	53,377	54,001
3	51,340	52,070	52,812	53,548	54,169	54,541	54,912	55,272	56,016	56,639
4	53,912	54,673	55,456	56,225	56,849	57,236	57,619	58,012	58,780	59,402
5	56,605	57,413	58,222	59,036	59,660	60,072	60,472	60,878	61,693	62,316
6	59,437	60,278	61,136	61,986	62,608	63,041	63,464	63,894	64,740	65,365
7	62,408	63,293	64,192	65,090	65,713	66,160	66,606	67,057	67,951	68,576
8	65,528	66,460	67,402	68,345	68,969	69,433	69,902	70,379	71,317	71,939
9	68,802	69,782	70,774	71,759	72,380	72,878	73,373	73,865	74,854	75,478
10	72,239	73,268	74,311	75,348	75,972	76,490	77,005	77,526	78,563	79,187
11	75,847	76,938	78,030	79,118	79,742	80,285	80,826	81,374	82,462	83,082
12	79,120	80,208	81,301	82,391	83,012	83,555	84,098	84,643	85,730	86,352

SALARY SCALE S: 2014-2015 ELT +15% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	44,635	45,267	45,902	46,544	47,143	47,464	47,784	48,102	48,746	49,344
2	46,868	47,530	48,200	48,874	49,473	49,803	50,142	50,480	51,153	51,751
3	49,200	49,901	50,612	51,316	51,912	52,269	52,624	52,969	53,682	54,279
4	51,666	52,395	53,145	53,882	54,480	54,852	55,218	55,594	56,330	56,927
5	54,247	55,021	55,796	56,577	57,175	57,569	57,952	58,342	59,123	59,720
6	56,961	57,767	58,589	59,403	59,999	60,414	60,820	61,232	62,043	62,642
7	59,808	60,656	61,517	62,378	62,975	63,403	63,831	64,263	65,120	65,719
8	62,798	63,690	64,593	65,497	66,095	66,540	66,990	67,446	68,346	68,941
9	65,935	66,875	67,825	68,769	69,365	69,842	70,316	70,787	71,735	72,333
10	69,229	70,216	71,215	72,209	72,807	73,303	73,797	74,296	75,289	75,887
11	72,687	73,732	74,779	75,822	76,420	76,940	77,458	77,984	79,026	79,620
12	75,823	76,866	77,914	78,958	79,554	80,073	80,594	81,116	82,158	82,754

SALARY SCALE T: 2014-2015 ELT +10% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	42,694	43,299	43,907	44,520	45,093	45,400	45,706	46,011	46,627	47,199
2	44,831	45,463	46,104	46,749	47,322	47,638	47,962	48,286	48,929	49,501
3	47,061	47,731	48,411	49,085	49,655	49,996	50,336	50,666	51,348	51,919
4	49,420	50,117	50,834	51,539	52,111	52,467	52,818	53,177	53,881	54,452
5	51,888	52,628	53,370	54,117	54,689	55,066	55,432	55,805	56,552	57,123
6	54,484	55,255	56,042	56,821	57,390	57,787	58,176	58,570	59,345	59,918
7	57,208	58,018	58,842	59,666	60,237	60,646	61,056	61,469	62,289	62,862
8	60,068	60,921	61,785	62,649	63,221	63,647	64,077	64,514	65,374	65,944
9	63,069	63,967	64,876	65,779	66,349	66,805	67,258	67,709	68,616	69,188
10	66,219	67,163	68,119	69,069	69,641	70,116	70,588	71,066	72,016	72,588
11	69,527	70,527	71,528	72,525	73,097	73,594	74,091	74,593	75,590	76,159
12	72,526	73,524	74,526	75,525	76,095	76,592	77,090	77,590	78,586	79,156

2015-2016 SALARY SCHEDULES

SALARY SCALE U: 2015-2016 BASE SCHEDULE FOR ALL TEACHERS WITHOUT EXPANDED LEARNING TIME

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	39,783	40,347	40,913	41,485	42,019	42,305	42,590	42,874	43,448	43,981
2	41,774	42,363	42,961	43,561	44,096	44,390	44,692	44,993	45,593	46,126
3	43,853	44,477	45,110	45,739	46,270	46,587	46,904	47,212	47,847	48,379
4	46,050	46,700	47,368	48,025	48,558	48,889	49,216	49,552	50,208	50,740
5	48,350	49,040	49,731	50,427	50,960	51,312	51,653	52,000	52,696	53,228
6	50,769	51,488	52,221	52,946	53,477	53,847	54,209	54,576	55,299	55,833
7	53,307	54,063	54,830	55,598	56,130	56,511	56,893	57,278	58,042	58,576
8	55,972	56,768	57,572	58,378	58,911	59,308	59,708	60,115	60,917	61,448
9	58,768	59,606	60,452	61,294	61,825	62,250	62,673	63,093	63,937	64,470
10	61,704	62,583	63,474	64,360	64,893	65,336	65,775	66,220	67,106	67,639
11	64,786	65,718	66,651	67,580	68,113	68,577	69,039	69,507	70,436	70,966
12	67,581	68,511	69,445	70,375	70,906	71,370	71,834	72,299	73,228	73,759

SALARY SCALE V: 2015-2016 90 HOURS EXPANDED LEARNING DAY@\$4,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	43,783	44,347	44,913	45,485	46,019	46,305	46,590	46,874	47,448	47,981
2	45,774	46,363	46,961	47,561	48,096	48,390	48,692	48,993	49,593	50,126
3	47,853	48,477	49,110	49,739	50,270	50,587	50,904	51,212	51,847	52,379
4	50,050	50,700	51,368	52,025	52,558	52,889	53,216	53,552	54,208	54,740
5	52,350	53,040	53,731	54,427	54,960	55,312	55,653	56,000	56,696	57,228
6	54,769	55,488	56,221	56,946	57,477	57,847	58,209	58,576	59,299	59,833
7	57,307	58,063	58,830	59,598	60,130	60,511	60,893	61,278	62,042	62,576
8	59,972	60,768	61,572	62,378	62,911	63,308	63,708	64,115	64,917	65,448
9	62,768	63,606	64,452	65,294	65,825	66,250	66,673	67,093	67,937	68,470
10	65,704	66,583	67,474	68,360	68,893	69,336	69,775	70,220	71,106	71,639
11	68,786	69,718	70,651	71,580	72,113	72,577	73,039	73,507	74,436	74,966
12	71,581	72,511	73,445	74,375	74,906	75,370	75,834	76,299	77,228	77,759

SALARY SCALE W: 2015-2016 180 HOURS EXPANDED LEARNING DAY@\$8,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	47,783	48,347	48,913	49,485	50,019	50,305	50,590	50,874	51,448	51,981
2	49,774	50,363	50,961	51,561	52,096	52,390	52,692	52,993	53,593	54,126
3	51,853	52,477	53,110	53,739	54,270	54,587	54,904	55,212	55,847	56,379
4	54,050	54,700	55,368	56,025	56,558	56,889	57,216	57,552	58,208	58,740
5	56,350	57,040	57,731	58,427	58,960	59,312	59,653	60,000	60,696	61,228
6	58,769	59,488	60,221	60,946	61,477	61,847	62,209	62,576	63,299	63,833
7	61,307	62,063	62,830	63,598	64,130	64,511	64,893	65,278	66,042	66,576
8	63,972	64,768	65,572	66,378	66,911	67,308	67,708	68,115	68,917	69,448
9	66,768	67,606	68,452	69,294	69,825	70,250	70,673	71,093	71,937	72,470
10	69,704	70,583	71,474	72,360	72,893	73,336	73,775	74,220	75,106	75,639
11	72,786	73,718	74,651	75,580	76,113	76,577	77,039	77,507	78,436	78,966
12	75,581	76,511	77,445	78,375	78,906	79,370	79,834	80,299	81,228	81,759

SALARY SCALE X: 2015-2016 270 HOURS EXPANDED LEARNING DAY@\$12,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	51,783	52,347	52,913	53,485	54,019	54,305	54,590	54,874	55,448	55,981
2	53,774	54,363	54,961	55,561	56,096	56,390	56,692	56,993	57,593	58,126
3	55,853	56,477	57,110	57,739	58,270	58,587	58,904	59,212	59,847	60,379
4	58,050	58,700	59,368	60,025	60,558	60,889	61,216	61,552	62,208	62,740
5	60,350	61,040	61,731	62,427	62,960	63,312	63,653	64,000	64,696	65,228
6	62,769	63,488	64,221	64,946	65,477	65,847	66,209	66,576	67,299	67,833
7	65,307	66,063	66,830	67,598	68,130	68,511	68,893	69,278	70,042	70,576
8	67,972	68,768	69,572	70,378	70,911	71,308	71,708	72,115	72,917	73,448
9	70,768	71,606	72,452	73,294	73,825	74,250	74,673	75,093	75,937	76,470
10	73,704	74,583	75,474	76,360	76,893	77,336	77,775	78,220	79,106	79,639
11	76,786	77,718	78,651	79,580	80,113	80,577	81,039	81,507	82,436	82,966
12	79,581	80,511	81,445	82,375	82,906	83,370	83,834	84,299	85,228	85,759

SALARY SCALE Y: 2015-2016 300 HOURS EXPANDED LEARNING DAY@\$13,333.33 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	53,116	53,680	54,246	54,818	55,352	55,638	55,923	56,207	56,781	57,314
2	55,107	55,696	56,294	56,894	57,429	57,723	58,025	58,326	58,926	59,459
3	57,186	57,810	58,443	59,072	59,603	59,920	60,237	60,545	61,180	61,712
4	59,383	60,033	60,701	61,358	61,891	62,222	62,549	62,885	63,541	64,073
5	61,683	62,373	63,064	63,760	64,293	64,645	64,986	65,333	66,029	66,561
6	64,102	64,821	65,554	66,279	66,810	67,180	67,542	67,909	68,632	69,166
7	66,640	67,396	68,163	68,931	69,463	69,844	70,226	70,611	71,375	71,909
8	69,305	70,101	70,905	71,711	72,244	72,641	73,041	73,448	74,250	74,781
9	72,101	72,939	73,785	74,627	75,158	75,583	76,006	76,426	77,270	77,803
10	75,037	75,916	76,807	77,693	78,226	78,669	79,108	79,553	80,439	80,972
11	78,119	79,051	79,984	80,913	81,446	81,910	82,372	82,840	83,769	84,299
12	80,914	81,844	82,778	83,708	84,239	84,703	85,167	85,632	86,561	87,092

**SALARY SCALES FOR GRANDFATHERED EMPLOYEES HIRED AT OR TRANSFERRED TO KUSS, VIVEIROS
OR SILVIA SCHOOLS PRIOR TO 7/1/14**

SALARY SCALE Z: 2015-2016 ELT +30% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	51,716	52,451	53,187	53,932	54,625	54,997	55,365	55,738	56,481	57,173
2	54,308	55,070	55,850	56,630	57,323	57,708	58,099	58,490	59,271	59,965
3	57,016	57,822	58,643	59,459	60,151	60,564	60,975	61,375	62,202	62,894
4	59,864	60,710	61,579	62,433	63,127	63,554	63,984	64,416	65,267	65,961
5	62,856	63,752	64,650	65,555	66,248	66,705	67,149	67,603	68,504	69,198
6	66,000	66,935	67,889	68,829	69,521	70,001	70,473	70,947	71,890	72,582
7	69,300	70,283	71,279	72,298	72,969	73,464	73,958	74,461	75,455	76,148
8	72,764	73,798	74,844	75,890	76,583	77,098	77,622	78,149	79,193	79,883
9	76,399	77,487	78,588	79,684	80,374	80,925	81,472	82,022	83,117	83,810
10	80,213	81,358	82,517	83,669	84,360	84,936	85,511	86,087	87,236	87,932
11	84,224	85,432	86,644	87,854	88,547	89,148	89,752	90,358	91,562	92,254
12	87,857	89,066	90,280	91,488	92,177	92,781	93,385	93,990	95,196	95,889

SALARY SCALE AA: 2015-2016 ELT +25% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	49,729	50,434	51,141	51,856	52,524	52,881	53,238	53,593	54,310	54,976
2	52,218	52,954	53,701	54,451	55,120	55,488	55,865	56,241	56,991	57,658
3	54,816	55,596	56,388	57,174	57,838	58,234	58,630	59,015	59,809	60,474
4	57,563	58,375	59,210	60,031	60,698	61,111	61,520	61,940	62,760	63,425
5	60,438	61,300	62,164	63,034	63,700	64,140	64,566	65,000	65,870	66,535
6	63,461	64,360	65,276	66,183	66,846	67,309	67,761	68,220	69,124	69,791
7	66,634	67,579	68,538	69,498	70,163	70,639	71,116	71,598	72,553	73,220
8	69,965	70,960	71,965	72,973	73,639	74,135	74,635	75,144	76,146	76,810
9	73,460	74,508	75,565	76,618	77,281	77,813	78,341	78,866	79,921	80,588
10	77,130	78,229	79,343	80,450	81,116	81,670	82,219	82,775	83,883	84,549
11	80,983	82,148	83,314	84,475	85,141	85,721	86,299	86,884	88,045	88,708
12	84,476	85,639	86,806	87,969	88,633	89,213	89,793	90,374	91,535	92,199

SALARY SCALE BB: 2015-2016 ELT +20% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	47,740	48,416	49,096	49,782	50,423	50,766	51,108	51,449	52,138	52,777
2	50,129	50,836	51,553	52,273	52,915	53,268	53,630	53,992	54,712	55,351
3	52,624	53,372	54,132	54,887	55,524	55,904	56,285	56,654	57,416	58,055
4	55,260	56,040	56,842	57,630	58,270	58,667	59,059	59,462	60,250	60,888
5	58,020	58,848	59,677	60,512	61,152	61,574	61,984	62,400	63,235	63,874
6	60,923	61,786	62,665	63,535	64,172	64,616	65,051	65,491	66,359	67,000
7	63,968	64,876	65,796	66,718	67,356	67,813	68,272	68,734	69,650	70,291
8	67,166	68,122	69,086	70,054	70,693	71,170	71,650	72,138	73,100	73,738
9	70,522	71,527	72,542	73,553	74,190	74,700	75,208	75,712	76,724	77,364
10	74,045	75,100	76,169	77,232	77,872	78,403	78,930	79,464	80,527	81,167
11	77,743	78,862	79,981	81,096	81,736	82,292	82,847	83,408	84,523	85,159
12	81,097	82,213	83,334	84,450	85,087	85,644	86,201	86,759	87,874	88,511

SALARY SCALE CC: 2015-2016 ELT +15% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	45,750	46,399	47,050	47,708	48,322	48,651	48,979	49,305	49,965	50,578
2	48,040	48,717	49,405	50,095	50,710	51,049	51,396	51,742	52,432	53,045
3	50,431	51,149	51,877	52,600	53,211	53,575	53,940	54,294	55,024	55,636
4	52,958	53,705	54,473	55,229	55,842	56,222	56,598	56,985	57,739	58,351
5	55,603	56,396	57,191	57,991	58,604	59,009	59,401	59,800	60,600	61,212
6	58,384	59,211	60,054	60,888	61,499	61,924	62,340	62,762	63,594	64,208
7	61,303	62,172	63,055	63,938	64,550	64,988	65,427	65,870	66,748	67,362
8	64,368	65,283	66,208	67,135	67,748	68,204	68,664	69,132	70,055	70,665
9	67,583	68,547	69,520	70,488	71,099	71,588	72,074	72,557	73,528	74,141
10	70,960	71,970	72,995	74,014	74,627	75,136	75,641	76,153	77,172	77,785
11	74,504	75,576	76,649	77,717	78,330	78,864	79,395	79,933	81,001	81,611
12	77,718	78,788	79,862	80,931	81,542	82,076	82,609	83,144	84,212	84,823

SALARY SCALE DD: 2015-2016 ELT +10% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	43,761	44,382	45,004	45,634	46,221	46,536	46,849	47,161	47,793	48,379
2	45,951	46,599	47,257	47,917	48,506	48,829	49,161	49,492	50,152	50,739
3	48,238	48,925	49,621	50,313	50,897	51,246	51,594	51,933	52,632	53,217
4	50,655	51,370	52,105	52,828	53,414	53,778	54,138	54,507	55,229	55,814
5	53,185	53,944	54,704	55,470	56,056	56,443	56,818	57,200	57,966	58,551
6	55,846	56,637	57,443	58,241	58,825	59,232	59,630	60,034	60,829	61,416
7	58,638	59,469	60,313	61,158	61,743	62,162	62,582	63,006	63,846	64,434
8	61,569	62,445	63,329	64,216	64,802	65,239	65,679	66,127	67,009	67,593
9	64,645	65,567	66,497	67,423	68,008	68,475	68,940	69,402	70,331	70,917
10	67,874	68,841	69,821	70,796	71,382	71,870	72,353	72,842	73,817	74,403
11	71,265	72,290	73,316	74,338	74,924	75,435	75,943	76,458	77,480	78,063
12	74,339	75,362	76,390	77,413	77,997	78,507	79,017	79,529	80,551	81,135

2016-2017 SALARY SCHEDULES

SALARY SCALE EE: 2016-2017 BASE SCHEDULE FOR ALL TEACHERS WITHOUT EXPANDED LEARNING TIME

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	40,778	41,356	41,936	42,522	43,069	43,363	43,655	43,946	44,534	45,081
2	42,818	43,422	44,035	44,650	45,198	45,500	45,809	46,118	46,733	47,279
3	44,949	45,589	46,238	46,882	47,427	47,752	48,077	48,392	49,043	49,588
4	47,201	47,868	48,552	49,226	49,772	50,111	50,446	50,791	51,463	52,009
5	49,559	50,266	50,974	51,688	52,234	52,595	52,944	53,300	54,013	54,559
6	52,038	52,775	53,527	54,270	54,814	55,193	55,564	55,940	56,681	57,229
7	54,640	55,415	56,201	56,988	57,533	57,924	58,315	58,710	59,493	60,040
8	57,371	58,187	59,011	59,837	60,384	60,791	61,201	61,618	62,440	62,984
9	60,237	61,096	61,963	62,826	63,371	63,806	64,240	64,670	65,535	66,082
10	63,247	64,148	65,061	65,969	66,515	66,969	67,419	67,876	68,784	69,330
11	66,406	67,361	68,317	69,270	69,816	70,291	70,765	71,245	72,197	72,740
12	69,271	70,224	71,181	72,134	72,679	73,154	73,630	74,106	75,059	75,603

SALARY SCALE FF: 2016-2017 90 HOURS EXPANDED LEARNING DAY@\$4,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	44,778	45,356	45,936	46,522	47,069	47,363	47,655	47,946	48,534	49,081
2	46,818	47,422	48,035	48,650	49,198	49,500	49,809	50,118	50,733	51,279
3	48,949	49,589	50,238	50,882	51,427	51,752	52,077	52,392	53,043	53,588
4	51,201	51,868	52,552	53,226	53,772	54,111	54,446	54,791	55,463	56,009
5	53,559	54,266	54,974	55,688	56,234	56,595	56,944	57,300	58,013	58,559
6	56,038	56,775	57,527	58,270	58,814	59,193	59,564	59,940	60,681	61,229
7	58,640	59,415	60,201	60,988	61,533	61,924	62,315	62,710	63,493	64,040
8	61,371	62,187	63,011	63,837	64,384	64,791	65,201	65,618	66,440	66,984
9	64,237	65,096	65,963	66,826	67,371	67,806	68,240	68,670	69,535	70,082
10	67,247	68,148	69,061	69,969	70,515	70,969	71,419	71,876	72,784	73,330
11	70,406	71,361	72,317	73,270	73,816	74,291	74,765	75,245	76,197	76,740
12	73,271	74,224	75,181	76,134	76,679	77,154	77,630	78,106	79,059	79,603

SALARY SCALE GG: 2016-2017 180 HOURS EXPANDED LEARNING DAY@\$8,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	48,778	49,356	49,936	50,522	51,069	51,363	51,655	51,946	52,534	53,081
2	50,818	51,422	52,035	52,650	53,198	53,500	53,809	54,118	54,733	55,279
3	52,949	53,589	54,238	54,882	55,427	55,752	56,077	56,392	57,043	57,588
4	55,201	55,868	56,552	57,226	57,772	58,111	58,446	58,791	59,463	60,009
5	57,559	58,266	58,974	59,688	60,234	60,595	60,944	61,300	62,013	62,559
6	60,038	60,775	61,527	62,270	62,814	63,193	63,564	63,940	64,681	65,229
7	62,640	63,415	64,201	64,988	65,533	65,924	66,315	66,710	67,493	68,040
8	65,371	66,187	67,011	67,837	68,384	68,791	69,201	69,618	70,440	70,984
9	68,237	69,096	69,963	70,826	71,371	71,806	72,240	72,670	73,535	74,082
10	71,247	72,148	73,061	73,969	74,515	74,969	75,419	75,876	76,784	77,330
11	74,406	75,361	76,317	77,270	77,816	78,291	78,765	79,245	80,197	80,740
12	77,271	78,224	79,181	80,134	80,679	81,154	81,630	82,106	83,059	83,603

SALARY SCALE HH: 2016-2017 270 HOURS EXPANDED LEARNING DAY@\$12,000 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	52,778	53,356	53,936	54,522	55,069	55,363	55,655	55,946	56,534	57,081
2	54,818	55,422	56,035	56,650	57,198	57,500	57,809	58,118	58,733	59,279
3	56,949	57,589	58,238	58,882	59,427	59,752	60,077	60,392	61,043	61,588
4	59,201	59,868	60,552	61,226	61,772	62,111	62,446	62,791	63,463	64,009
5	61,559	62,266	62,974	63,688	64,234	64,595	64,944	65,300	66,013	66,559
6	64,038	64,775	65,527	66,270	66,814	67,193	67,564	67,940	68,681	69,229
7	66,640	67,415	68,201	68,988	69,533	69,924	70,315	70,710	71,493	72,040
8	69,371	70,187	71,011	71,837	72,384	72,791	73,201	73,618	74,440	74,984
9	72,237	73,096	73,963	74,826	75,371	75,806	76,240	76,670	77,535	78,082
10	75,247	76,148	77,061	77,969	78,515	78,969	79,419	79,876	80,784	81,330
11	78,406	79,361	80,317	81,270	81,816	82,291	82,765	83,245	84,197	84,740
12	81,271	82,224	83,181	84,134	84,679	85,154	85,630	86,106	87,059	87,603

SALARY SCALE II: 2016-2017 300 HOURS EXPANDED LEARNING DAY@\$13,333.33 PER ANNUM

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	54,111	54,689	55,269	55,855	56,402	56,696	56,988	57,279	57,867	58,414
2	56,151	56,755	57,368	57,983	58,531	58,833	59,142	59,451	60,066	60,612
3	58,282	58,922	59,571	60,215	60,760	61,085	61,410	61,725	62,376	62,921
4	60,534	61,201	61,885	62,559	63,105	63,444	63,779	64,124	64,796	65,342
5	62,892	63,599	64,307	65,021	65,567	65,928	66,277	66,633	67,346	67,892
6	65,371	66,108	66,860	67,603	68,147	68,526	68,897	69,273	70,014	70,562
7	67,973	68,748	69,534	70,321	70,866	71,257	71,648	72,043	72,826	73,373
8	70,704	71,520	72,344	73,170	73,717	74,124	74,534	74,951	75,773	76,317
9	73,570	74,429	75,296	76,159	76,704	77,139	77,573	78,003	78,868	79,415
10	76,580	77,481	78,394	79,302	79,848	80,302	80,752	81,209	82,117	82,663
11	79,739	80,694	81,650	82,603	83,149	83,624	84,098	84,578	85,530	86,073
12	82,604	83,557	84,514	85,467	86,012	86,487	86,963	87,439	88,392	88,936

**SALARY SCALES FOR GRANDFATHERED EMPLOYEES HIRED AT OR TRANSFERRED TO KUSS,
VIVEIROS OR SILVIA SCHOOLS PRIOR TO 7/1/14**

SALARY SCALE JJ: 2016-2017 ELT +30% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	53,009	53,762	54,517	55,280	55,991	56,372	56,749	57,131	57,893	58,602
2	55,666	56,447	57,246	58,046	58,756	59,151	59,551	59,952	60,753	61,464
3	58,441	59,268	60,109	60,945	61,655	62,078	62,499	62,909	63,757	64,466
4	61,361	62,228	63,118	63,994	64,705	65,143	65,584	66,026	66,899	67,610
5	64,427	65,346	66,266	67,194	67,904	68,373	68,828	69,293	70,217	70,928
6	67,650	68,608	69,586	70,550	71,259	71,751	72,235	72,721	73,687	74,397
7	71,033	72,040	73,061	74,105	74,793	75,301	75,807	76,323	77,341	78,052
8	74,583	75,643	76,715	77,787	78,498	79,025	79,563	80,103	81,173	81,880
9	78,309	79,424	80,553	81,676	82,383	82,948	83,509	84,073	85,195	85,905
10	82,218	83,392	84,580	85,761	86,469	87,059	87,649	88,239	89,417	90,130
11	86,330	87,568	88,810	90,050	90,761	91,377	91,996	92,617	93,851	94,560
12	90,053	91,293	92,537	93,775	94,481	95,101	95,720	96,340	97,576	98,286

SALARY SCALE KK: 2016-2017 ELT +25% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	50,973	51,695	52,420	53,153	53,836	54,204	54,569	54,933	55,668	56,351
2	53,523	54,278	55,044	55,813	56,498	56,875	57,261	57,648	58,416	59,099
3	56,186	56,986	57,798	58,603	59,284	59,690	60,096	60,490	61,304	61,985
4	59,001	59,835	60,690	61,533	62,215	62,639	63,058	63,489	64,329	65,011
5	61,949	62,833	63,718	64,610	65,293	65,744	66,180	66,625	67,516	68,199
6	65,048	65,969	66,909	67,838	68,518	68,991	69,455	69,925	70,851	71,536
7	68,300	69,269	70,251	71,235	71,916	72,405	72,894	73,388	74,366	75,050
8	71,714	72,734	73,764	74,796	75,480	75,989	76,501	77,023	78,050	78,730
9	75,296	76,370	77,454	78,533	79,214	79,758	80,300	80,838	81,919	82,603
10	79,059	80,185	81,326	82,461	83,144	83,711	84,274	84,845	85,980	86,663
11	83,008	84,201	85,396	86,588	87,270	87,864	88,456	89,056	90,246	90,925
12	86,589	87,780	88,976	90,168	90,849	91,443	92,038	92,633	93,824	94,504

SALARY SCALE LL: 2016-2017 ELT +20% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	48,934	49,627	50,323	51,026	51,683	52,036	52,386	52,735	53,441	54,097
2	51,382	52,106	52,842	53,580	54,238	54,600	54,971	55,342	56,080	56,735
3	53,939	54,707	55,486	56,258	56,912	57,302	57,692	58,070	58,852	59,506
4	56,641	57,442	58,262	59,071	59,726	60,133	60,535	60,949	61,756	62,411
5	59,471	60,319	61,169	62,026	62,681	63,114	63,533	63,960	64,816	65,471
6	62,446	63,330	64,232	65,124	65,777	66,232	66,677	67,128	68,017	68,675
7	65,568	66,498	67,441	68,386	69,040	69,509	69,978	70,452	71,392	72,048
8	68,845	69,824	70,813	71,804	72,461	72,949	73,441	73,942	74,928	75,581
9	72,284	73,315	74,356	75,391	76,045	76,567	77,088	77,604	78,642	79,298
10	75,896	76,978	78,073	79,163	79,818	80,363	80,903	81,451	82,541	83,196
11	79,687	80,833	81,980	83,124	83,779	84,349	84,918	85,494	86,636	87,288
12	83,125	84,269	85,417	86,561	87,215	87,785	88,356	88,927	90,071	90,724

SALARY SCALE MM: 2016-2017 ELT +15% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	46,895	47,559	48,226	48,900	49,529	49,867	50,203	50,538	51,214	51,843
2	49,241	49,935	50,640	51,348	51,978	52,325	52,680	53,036	53,743	54,371
3	51,691	52,427	53,174	53,914	54,541	54,915	55,289	55,651	56,399	57,026
4	54,281	55,048	55,835	56,610	57,238	57,628	58,013	58,410	59,182	59,810
5	56,993	57,806	58,620	59,441	60,069	60,484	60,886	61,295	62,115	62,743
6	59,844	60,691	61,556	62,411	63,036	63,472	63,899	64,331	65,183	65,813
7	62,836	63,727	64,631	65,536	66,163	66,613	67,062	67,517	68,417	69,046
8	65,977	66,915	67,863	68,813	69,442	69,910	70,381	70,861	71,806	72,432
9	69,273	70,260	71,257	72,250	72,877	73,377	73,876	74,371	75,365	75,994
10	72,734	73,770	74,820	75,864	76,492	77,014	77,532	78,057	79,102	79,730
11	76,367	77,465	78,565	79,661	80,288	80,835	81,380	81,932	83,027	83,651
12	79,662	80,758	81,858	82,954	83,581	84,127	84,675	85,222	86,318	86,943

SALARY SCALE NN: 2016-2017 ELT +10% OF REGULAR PAY

Step	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
1	44,856	45,492	46,130	46,774	47,376	47,699	48,021	48,341	48,987	49,589
2	47,100	47,764	48,439	49,115	49,718	50,050	50,390	50,730	51,406	52,007
3	49,444	50,148	50,862	51,570	52,170	52,527	52,885	53,231	53,947	54,547
4	51,921	52,655	53,407	54,149	54,749	55,122	55,491	55,870	56,609	57,210
5	54,515	55,293	56,071	56,857	57,457	57,855	58,238	58,630	59,414	60,015
6	57,242	58,053	58,880	59,697	60,295	60,712	61,120	61,534	62,349	62,952
7	60,104	60,957	61,821	62,687	63,286	63,716	64,147	64,581	65,442	66,044
8	63,108	64,006	64,912	65,821	66,422	66,870	67,321	67,780	68,684	69,282
9	66,261	67,206	68,159	69,109	69,708	70,187	70,664	71,137	72,089	72,690
10	69,572	70,563	71,567	72,566	73,167	73,666	74,161	74,664	75,662	76,263
11	73,047	74,097	75,149	76,197	76,798	77,320	77,842	78,370	79,417	80,014
12	76,198	77,246	78,299	79,347	79,947	80,469	80,993	81,517	82,565	83,163

LONGEVITY

Section 1.

All teachers beginning their tenth year shall receive payments in accordance with the following longevity schedule, biweekly in accordance with their normal pay schedule.

<u>Effective:</u>	10-14 years	\$ 450
	15-19 years	\$ 600
	20-24 years	\$1075
	25-29 years	\$1675
	30-34 years	\$1850
	35-39 years	\$1950
	40 years and over	\$2025

Section 2.

In addition to the foregoing longevity payments, professional staff members with twenty (20) completed years of service in Fall River may elect Alternative Longevity Payments of Two Thousand Dollars (\$2,000) per year for any single period of three (3) consecutive years during his/her teaching career that follow notification as provided under this provision. Once the three (3) year period for this Alternative Longevity has been completed, longevity payments under Section 1 above will cease.

Employees who elect Longevity under this section shall so notify the Superintendent, in writing, on or before December 15 immediately prior to the first year of Alternative Longevity under this section. Any such election shall be irrevocable.

EVENING SCHOOL, SUMMER SCHOOL, TUTORING, INTRAMURALS AND COMMITTEE WORK – All teaching personnel will receive the standard rate of thirty dollars (\$30.00) per hour.

Mentoring: The Parties will meet promptly following a tentative agreement to make such changes in the existing Mentoring Provision which shall reflect the discussions of the Parties during these negotiations (i.e. approximately 40 hours as expressly stipulated in the outline with compensation - \$1,485.00).

TEACHERS OF SPECIAL EDUCATION: \$500.00 - Only those teachers receiving the \$500.00 stipend as "Teachers of Special Education" in the school year September 1980 to June 1981 shall continue to receive said stipend.

COACHES: Coaching positions covered by this contract include but are not limited to the following:

COACHES SALARIES

<u>FALL</u>	<u>POSITION</u>	<u>FY'14</u>
<u>FOOTBALL:</u>	HEAD COACH	6753
	ASSISTANT	4065
<u>BOYS SOCCER:</u>	HEAD COACH	4808
	ASSISTANT	2891
<u>GIRLS SOCCER:</u>	HEAD COACH	4808
	ASSISTANT	2891
<u>CROSS COUNTRY:</u>	HEAD COACH	4606
	ASSISTANT	2548
<u>GIRLS SWIMMING:</u>	HEAD COACH	4698
	ASSISTANT	3260
<u>VOLLYBALL:</u>	HEAD COACH	4466
	ASSISTANT	3098
<u>FIELD HOCKEY:</u>	HEAD COACH	4466
	ASSISTANT	3098
<u>GOLF:</u>	HEAD COACH	3821
<u>EQUIPMENT MGR.:</u>		1878
<u>ASSIST. TRAINER:</u>		2721
<u>LIASON COACH</u>		1765
<u>WINTER</u>	<u>POSITION</u>	<u>FY'14</u>
<u>BOYS BASKETBALL:</u>	HEAD COACH	5682
	ASSISTANT	3908
	FRESHMAN	3908
<u>GIRLS BAKETBALL:</u>	HEAD COACH	5682
	ASSISTANT	3908
	FRESHMAN	3908
<u>ICE HOCKEY:</u>	HEAD COACH	5682
	ASSISTANT	3709
<u>WINTER TRACK:</u>	HEAD COACH	5578
	ASSISTANT	3260

<u>WINTER</u>	<u>POSITION</u>	<u>FY'14</u>
<u>BOYS SWIMMING:</u>	HEAD COACH	4698
	ASSISTANT	3260
<u>GYMNASTICS:</u>	HEAD COACH	4926
	ASSISTANT	3168
<u>WRESTLING:</u>	HEAD COACH	5435
	ASSISTANT	3709
<u>EQUIPMENT MGR.:</u>		1878
<u>ASSIST. TRAINER:</u>		2720
<u>LIASON COACH</u>		1765
<u>SPRING</u>	<u>POSITION</u>	
<u>BASEBALL:</u>	HEAD COACH	5682
	ASSISTANT	3834
	FRESHMAN	3834
<u>SOFTBALL:</u>	HEAD COACH	5682
	ASSISTANT	3834
	FRESHMAN	3834
<u>BOYS TENNIS:</u>	HEAD COACH	3821
<u>GIRLS TENNIS:</u>	HEAD COACH	3821
<u>BOYS SPRING TRACK:</u>	HEAD COACH	5682
	ASSISTANT	3958
<u>GIRLS SPRING TRACK:</u>	HEAD COACH	5682
	ASSISTANT	3958
<u>VOLLYBALL</u>	HEAD COACH	4466
	ASSISTANT	3098
<u>EQUIPMENT MGR.:</u>		1878
<u>ASSIST. TRAINER:</u>		2245
<u>LIASON COACH</u>		1765

Any new positions created will be added to the above list plus any existing position not already included. Payment for these positions will be in accordance with the above schedule.

CLUB/ACTIVITIES: For all other clubs and activities of pupils which require time outside of the regular day and such activity has the approval and favorable recommendation from the principal to the Superintendent, if School Committee approval is granted for the activity, a fee will be paid in accordance with the following:

SALARY SCHEDULE FOR CLUB ADVISORS

<u>CLUB</u>	<u>FY'14</u>
ART	806
ASTRONOMY	806
BAND DIRECTOR	5,516
BICYCLE	806
BUSINESS	806
CAMERA	806
CLASS DAY COMMITTEE	806
COMPETITION MAJORETTES	806
COMPUTER	806
COSMETOLOGY	806
CURATOR OF OBSERVATORY	806
DEBATE	806
DRAMA	5,516
DRILL BAND INSTRUCTOR	891
DURFEE STRINGS	806
ENVIRONMENTAL CONTROL COMM.	806
FRENCH	806
FUTURE EDUCATORS OF AMERICA	806
GERMAN	806
INDUSTRIAL SEWING MACHINE MECH	806
JV CHEERLEADERS	806
JUNIOR PROM ADVISOR	806
LIBRARY AIDES	806
LITERARY MAGAZINE	806
MAJORETTES / COLOR GD / FLAG TW.	1,838
MATHEMATICS	806
NATIONAL HONOR SOCIETY	806
PORTUGUESE	806
PRESS	806
RECORD BOOK	806
SENIOR PROM COMMITTEE	806
SHAKESPEARE FESTIVAL	806
SKI	806
SPANISH	806
STAGE BAND	977
STUDENT GOVERNMENT	3,821
UNITED CULTURES	806
VARSITY CHEERLEADERS	1,953
VARSITY	806
VIDEO	2,615
WORLD HISTORY	806
YEARBOOK	1,838

STIPENDS

The following stipends are also regular compensation for additional educational services that assigned teachers are required to perform during the school year.

Teacher in Charge:	<u>FY'14</u>	
Building Full Year	\$6,619	School Year
Reading Recovery Lead Teacher	\$6,619	School Year
Reading First Specialists	\$5,516	Per Year
Intramural Coaching	\$993	Per Season
Athletic Trainer	\$2,758	Per Season
Mentor Coordinator	\$ xxxx	Per School Year
Mentor	\$ xxxx	Per Protege

APPENDIX B

FALL RIVER PUBLIC SCHOOLS - TEACHER EVALUATION

INTRODUCTION



November 13, 2012

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Overview

On June 28, 2011, the Massachusetts Board of Elementary and Secondary Education (ESE) adopted new regulations to guide the evaluation of all educators serving in positions requiring a license (e.g., teachers, principals, superintendents and other administrators) (ESE, School-Level Planning and Implementation Guide, January 2012). The regulations are designed to:

- Promote leaders' and teachers' growth and development; place student learning at the center of the process using multiple measures of student learning, 603 CMR 35.01(2)(a);
- Provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
- Ensure every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students perform at high levels, 35.01(3); and
- Assure effective teaching and administrative leadership 35.01(3).

The regulations called on the Elementary and Secondary Education (ESE) to develop a model comprehensive educator evaluation system to be used as an exemplar for use by districts. School districts have the option to adopt the model system, adapt it to their local context, or revise their existing system so that it conforms to the educator evaluation regulations.

The regulations also require local district and associated local unions to approve contract language that is based on M.G.L., c71§ 38; M.G.L.c150E, the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the ESE Model System. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

The Educator Evaluation Work Group

A work group consisting of teachers and administrators from all levels of the Fall River Public Schools joined together to develop the Educator Evaluation Handbook. The work group elected to adapt the Massachusetts Department of Elementary and Secondary Education (ESE) Model System for Educator Evaluation.

Work Group members are:

Brian Bennett, Teacher, Durfee H.S.
Sheryl Biss, Principal, Henry Lord M.S.
Pauline Botelho, Teacher, Morton, M.S.
Meg Christ, Principal, Viveiros Elementary

Maureen Crisafulli, Vice Principal, Kuss M.S.
Rebecca Cusick, Teacher, Fonseca Elementary
Sheila Fisher, Principal, Morton M.S.
Lorraine Gagne, Teacher, Viveiros Elementary
Gail Hemingway, Department Head, Henry Lord M.S.
Alicia Lisi, Teacher, Doran Elementary
Linda Martin-Isherwood, Teacher, Doran Elementary
Christine McMahon, Vice Principal, Kuss M.S.
Nancy Mullen, Principal, Kuss M.S.
Rochelle Pettenati, Teacher, Fall River Public Schools
David Pierce, Department Head, Henry Lord M.S.
Maria Pontes, Principal, Doran Elementary
Joany Santa, Executive Director of Human Resources and Educator Quality
Ann Marie Savaria, Teacher, Morton M.S.
Mary Ellen Shaw, Principal, Stone Day School
Jason Souza, Redesign Coach, Henry Lord M.S.
Kenneth Ward, Department Head, Kuss M.S.

Work Group Advisers are:

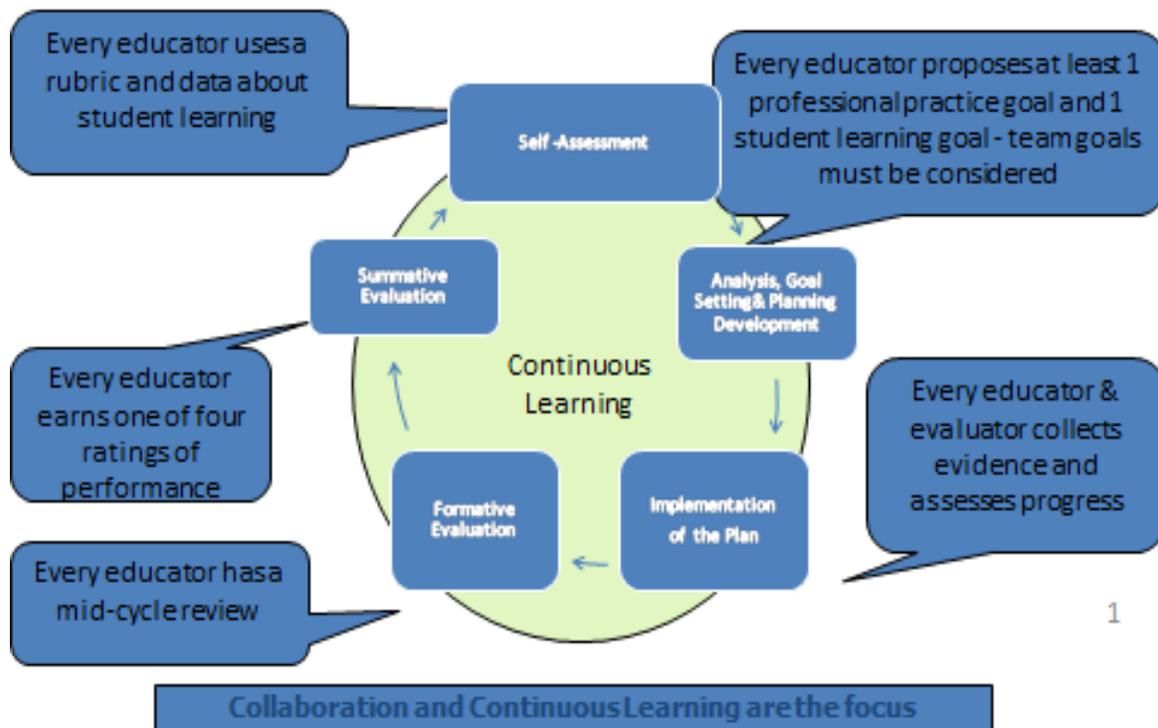
Phil Katz, Massachusetts Teachers Association
Linelle Clark-Brown, Center for Collaborative Education
Dan French, Center for Collaborative Education

The Educator Evaluation Work Group will remain a standing work group in order to review and refine the evaluation procedures, forms, and process outlined within this handbook as they are implemented. On a periodic basis, and not less than once per year over the next three years, the Joint Work Group will meet to review the evaluation system and determine whether changes are needed to address ESE direction, changes in statutory requirements, and/or lessons learned from local implementation. A formal mechanism for gathering feedback and information from both teachers and administrators will be designed and implemented to gain local teacher feedback on the educator evaluation system. Any changes to the handbook will be recommended by the Joint Work Group and subject to ratification by the members of the Fall River Educators' Association and the Fall River Public School Committee.

EVALUATION CYCLE

The ESE regulations require all educators to participate in an ongoing 5-step continuous improvement cycle, resulting in educators receiving a summative rating based on both their performance against the standards and indicators within the regulations. The FRPS Educator Evaluation Model adapted the ESE model system which includes the 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 Evaluation and 5) Summative Evaluation.

Every educator is an active participant: 5-step process of evaluation



Massachusetts Department of
Elementary and Secondary Education

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DEFINITIONS

- 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 Educators:** Educators who teach or counsel individuals or small groups of students through consultation with the regular classroom teacher, for example, speech and language pathologist, occupational therapist, physical therapist and content coaches.
- C) **Classroom teacher:** Educators who teach prek-12 whole classes, and teachers of special subjects such as art, music, library, computer technology and physical education. Classroom teachers may also include special education teachers, interventionist and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement; examples of evidence include observations and artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice.
- E) **District-Determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments, district-developed pre and post unit and course assessments, and capstone projects.
- F) **Educator(s):** Inclusive term that applies to classroom teachers and caseload educators.
- 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. (Reference- Educator Plan Development section of this document for detailed explanation)
- 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 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. In the Fall River Public Schools, each person will have one evaluator who is responsible for determining performance ratings. Educators assigned to more than one building will be evaluated by the appropriate administrator at the site where the individual is assigned most of the time. The Educator shall be notified in writing the name of his/her assigned evaluator.
- K) **Evaluation Cycle:** A five-component process that all Educators following consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative 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 Evaluation:** The process used to assess progress towards attaining goals set forth in the 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) **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. [Reference Goal Setting section of this document for detailed explanation]
- P) **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance.
- R) **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s). There are two types of observations,

unannounced and announced. [Reference Observation section of this document for detailed explanation]

- S) **Parties:** The parties to this agreement are the Fall River School Committee and the Fall River Educators Association.
- T) **Performance Rating:** Describes the Educator's performance on each performance standard and overall performance rating. There shall be four performance ratings:
 - i. **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.
 - ii. **Proficient:** the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - iii. **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.
 - iv. **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.
- U) **Professional Teacher Status:** PTS is the status granted by an Educator pursuant to M.G.L. c.71, section 41.
- V) **Rating 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 the ESE.
- W) **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)
- X) **Rubric:** The rubrics are a scoring tool used for the Educator’s self-assessment, the formative and summative evaluation. The parties adopted the ESE model rubrics for Classroom Teachers exactly as published in January 2012; and the ESE rubric for Specialized Instructional Support Personnel exactly as published in March 2012 [Reference Rubrics section of this document for detailed explanation]. The rubrics are used to rate Educators on Performance Standards which consist of:
- i. Standards: Describes broad categories of professional practice
 - ii. Indicators: Describes aspects of each standard
 - iii. Elements: Defines the individual components under each indicator
 - iv. Descriptors: Describes practice at four levels of performance for each element
- Y) **Self-Assessment:** Educators analyze student data to reflect on their performance in order to propose a minimum of one student learning goal and one professional practice goal individually and/or in teams. [Reference Self-Assessment section of this document for detailed explanation]
- Z) **Short-Term Intervention:** A short-term intervention may be implemented any time during the evaluation cycle if an evaluator determines that the educator’s performance is of concern in a specific standard or goal. [Reference Short-term Intervention section of this document for detailed explanation]
- 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. [Reference Summative Evaluation section of this document for detailed explanation]
- BB) **Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

EVALUATION TRAINING AND ORIENTATION

By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity/training about self-assessment and goal-setting satisfactory to the superintendent and principal. Any Educator hired after the November 1st date and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

At the start of each school year, 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 and the district's vision, mission, and core values.
- ii. Provide all Educators with directions for obtaining a copy of the forms used by the district.
- iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

SELF-ASSESSMENT

The first task of the educator on the evaluation system is to complete a self-assessment and propose goals. Educators who have their plan changed in the middle of a school year will skip the Self-Assessment phase and start with Goal Setting and Plan Development. Using the Educator Self-Assessment Form, the educator is to assess his/her past practice, noting strengths and areas of concern. This is to be completed solely by the educator and shared with his/her evaluator by **October 1st or within four weeks of the start of their employment at the school.**

There are three parts to the self-assessment: “Analysis of Evidence of Student Learning, Growth and Achievement”, “Assessment of Practice against Performance Standards,” and the drafting of proposed goals.

Part 1: Analysis of Evidence of Student Learning, Growth and Achievement

In this section, briefly summarize areas of strength and high-priority concerns around the learning, growth and achievement of the students under your responsibility. Where possible, you should support your assessment with evidence including results from assessments, disaggregating data on specific populations as needed.

Part 2: Assessment of Practice Against Performance Standards - Performance Ratings

In this section, briefly summarize an assessment of practice for each of the four Performance Standards of effective practice using the Rubric. Focus your summary on 1-2 areas of strength and 1-2 high-priority areas for growth. Areas for growth can target specific sub-indicators or generalize across multiple sub-indicators. Where possible, you should support your assessment with evidence including prior evaluations and performance reports and teaching artifacts.

Part 3: Proposed Goals

Each educator shall draft a minimum of two proposed goals to focus on for the school year:

- At least one goal directly related to improving the Educator’s own professional practice.
- At least one goal directly related to improving student learning.

Both student learning and professional practice goals may be individual or team goals.

GOAL SETTING

Description

- a. Each educator shall draft a minimum of two proposed goals to focus on for the school year:
 - At least one goal directly related to improving the Educator's own professional practice.
 - At least one goal directly related to improving student learning.
- b. Both student learning and professional practice goals may be individual or team goals.
- c. Educators shall consider team goals for grade-level, subject area, department teams, or other groups of Educators who share responsibility for student learning and results.
- d. Teachers in their first year of practice must include induction and mentoring activities.
- e. Unless the Evaluator indicates otherwise, an Educator in his/her second or third years of practices should continue to address induction and mentoring goals.
- f. Educators with PTS and ratings of proficient or exemplary may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- g. Educators with ratings of needs improvement or unsatisfactory shall meet with the Evaluator to develop professional practice goal(s) that address specific standards and indicators identified for improvement.
- h. Goals are to be developed in accordance with the SMART Goals Guide [Reference SMART Goals section within this document].
- i. The total number of goals may depend on the team/department of which the educator is a member, the professional judgment of the educator, and guidance from the evaluator.
- j. For Professional Practice goals relevant performance standards on the Educator Rubric should be cited.
- k. Goals shall be consistent with the school goals, the district's vision, mission, core values and goals.

Proposing Goals

For Educators in their first year of practice, the Evaluator or his/her designee will meet with the Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals. The Educator will submit to the Evaluator on Oct 1st proposed goals on section-1 of the Goal Setting, Educator Plan Development Form.

Setting Goals

In setting goals, evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement based on the educator's self-assessment and other sources that the evaluator shares with the educator. It is the responsibility of the Educator to attain the goals

in the Plan [Reference Plan Development section within this document]. The evaluator will review the proposed goals, meet with the Educator if appropriate, and approve the goals on the Educator Plan Development Form by October 15th. The evaluator retains final authority over goals to be included in an educator's plan.

PLAN DEVELOPMENT

Description

An Educator Plan is the specific actions/strategies, timeline, resources and evidence of success used to meet an educator's goals and achievement against the four standards and two goals.

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 align to the standards and indicators and be consistent with district goals, vision, mission core values and school goals.

The Educator Plan specifies actions/strategies, timeline, and evidence of success used to meet the approved goals. The Plan also details specified professional development and learning activities the Educator will participate in as a means of obtaining the goals, as well as other support 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.

The type of plan an Educator is placed is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement.

There are four types of Educator Plans:

Developing Educator Plan

- a. Applies to educators without Professional Teaching Status (PTS), and at the discretion of the Principal or Director this plan may be used for educators working in the first year under a different license.
- b. The Educator shall be placed on a Developing Educator Plan for one year or until the end of the school year if the plan started after the beginning of the school year.

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 2012-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year one and a summative evaluation report at the end of year two.
- 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.

Directed Growth Plan

A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement. An educator may be placed on a Directed Growth Plan between ninety school days to one year.

Improvement Plan

- a. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory. Educators may be placed on an Improvement Plan of no fewer than 45 days and no more than one school year.
- b. Within ten school days of notification to the Educator he/she is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the plan. The Educator has the opportunity to invite union representation to this meeting, upon prior request. If the Educator consents, the FREA will be informed that an Educator is receiving a rating of unsatisfactory.
- c. In the case of an Educator receiving a rating of unsatisfactory near the close of the school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- d. 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 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 evaluation 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,
 - vii. Include the signatures of the Educator and Evaluator.

- e. If the Evaluator determines at the conclusion of the Improvement Plan the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self- Directed Growth Plan. If the Evaluator determines the Educator is making substantial progress towards proficiency, the Evaluator shall place the Educator on a Directed Growth Plan. If the Evaluator determines the Educator’s practice remains at the level of unsatisfactory, the Evaluator may recommend to the superintendent that the Educator be dismissed or remain on an Improvement Plan for another evaluation cycle. All determinations must be made no later than June 1.

The table below outlines the plan type, who goes on which plan and the length of plan

Plan Type	Who Goes on Plan	Length of Plan
Two-year Self-Directed	Overall rating of Exemplary or Proficient and high or moderate impact on student learning	2 years
One-year Self-Directed	Overall rating of Exemplary or Proficient and low impact on student learning	1 year
Directed	Overall rating of Needs Improvement	90 school days to 1 yr.
Improvement	Overall rating of Unsatisfactory	45 school days to 1 yr.
Developing	Non-PTS, or at the discretion of the Principal or Director, educators in the first year working under a different license	1 year (or to the end of the school year)

Plan Proposal

Educators on Self-Directed, Directed or Developing Plans will develop a Plan individually or in collaboration with the Evaluator detailing how he/she will accomplish the Evaluator approved goals. The Educator must include the elements of the plan described above. The Educator shall consider the information provided by the Evaluator and all other relevant information. Educators on Improvement Plans do not propose plans.

The Educator shall submit his/her proposed plan on the Educator Plan Development Form by November 1st and no less than two weeks after his/her Evaluator approves his/her goals. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 1st or within six weeks of the start of their assignment in that school.

Plan Setting

The Evaluator shall consider the information provided by the educator and all relevant information. The Evaluator will review the proposed plan, meet with the Educator if appropriate, and approve the goals on the Educator Plan Development Form by November 15th. The Evaluator retains final authority over the content of the Educator's Plan.

The Evaluator will present to the Educator the approved plan, along with the approved goals on the Educator Plan Development Form. The Educator shall sign the Educator Plan Development Form within 5 school days of its receipt. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Educator may reply in writing to the Educator Plan Development Form within ten (10) school days of receiving the form, which will become a part of the Educators' evaluation plan. Educators shall not be expected to meet during the summer hiatus.

Plan Modification

The educator or evaluator may initiate a conversation with the other regarding modification(s) to the Educator Plan if:

- a. The School or District has changed teaching policies,
- b. Enough data has been collected to show that, with adherence to the plan, that the educator will not be able to meet the goal; or
- c. Any other mutually agreed upon reasons.

COLLECTION OF EVIDENCE

Description

Under the new educator evaluation regulations, educators are required to submit artifacts of professional practice for each of the four standards and two or more goals by which you will be evaluated, while evaluators may also choose to collect evidence for the formative and summative evaluations. You are free to collect evidence for your formative and summative evaluations in whatever manner or format you choose. However, following are guidelines that we recommend educators and evaluators use in collecting this evidence.

Working Folders

At the beginning of the school year, create six working folders (or binder, all of which could be electronic), one for each of the four standards by which teachers are evaluated (curriculum, planning, and evaluation; effective teaching practice; family and community engagement; and professional culture), and one each for your professional practice goal (individual or team) and student learning goal (individual or team). Keep them accessible in your classroom. Review the list below of sample artifacts for each standard, and keep them in mind. Throughout the year, as you notice an artifact that you have developed that provides evidence of one of the four standards, make a copy and place it in the respective working folder. In this way, you will ease the burden of preparing your final set of artifacts to present to your evaluator.

Itinerant teachers (who teach in more than one school) should collect data for all of their school assignments. Each itinerant teacher will be evaluated by one evaluator, usually from the school in which the itinerant teacher spends the most time, who will invite prior input from the respective evaluators in the other schools in which the itinerant teacher works.

Creating a Portfolio

Near the time in which your formative evaluation or summative evaluation is to occur, sort through your artifacts:

- Select the best pieces that reflect work that meets the respective standard. It is suggested 3-5 pieces for each standard and goal would be appropriate.
- Document each artifact that you have selected for a standard or goal on the *FRPS Collection of Evidence Form*, and include any notes that explain the rationale for your selection. Evaluators may also choose to collect artifacts for the educator evaluation.

Sample Artifacts for Standards

These are examples of possible artifacts; they are not meant to be all-inclusive.

Standard I: Curriculum, Planning, and Assessment

- Standards-based curriculum unit and examples of well-structured lesson plans that exemplify one or more of the following:
 - Clear goals and objectives
 - Use of higher order thinking skills
 - Appropriate scaffolding in teaching a new concept
 - Culturally relevant instructional materials
 - Engaging to students
 - Application of new concepts learned
 - Differentiation for students with varying skills or achievement levels
 - Diverse student needs or learning styles
- Varied assessments, including paper and pencil test, research paper, portfolio, oral presentation, exhibition/demonstration, multi-media
- Video clip of a teacher's instruction
- Use and analysis of data that leads to change in curriculum or instruction
- Use and analysis of data with students to set individual goals
- Description of how the classroom reflects a culturally competent learning environment

Standard II: Effective Teaching Practice

- Lesson plan, assignment, or rubric which demonstrates one or more of the following:
 - High expectations for the quality and standard of work produced
 - Varied instructional strategies to accommodate diverse learning needs and styles
 - Gradual release of responsibility (e.g., mini-lecture, modeling, group practice)
- Student portfolio of work
- Example of classroom ritual, routine, or lesson that demonstrates one or more of the following:
 - Creating a personalized culture
 - Cultural proficiency (respect and affirmation of cultures)
- Example of resources, lesson plans, and instructional materials that demonstrate making content accessible to English language learners and students with disabilities

Standard III: Family and Community Engagement

- Communication to parents informing them of learning expectations for a course, classroom, or assignment, and/or provides parents with suggestions for supporting learning at home
- Lesson plan that includes parent presentation or participation in the classroom
- Example of assistance to parents to help with their children's learning
- Communication to individual parents regarding a commendation or concern about their child
- Communication to parents that demonstrate cultural understanding and appreciation

- Parent surveys regarding the interests, strengths, and challenges of their child(ren)
- Log of in-person and phone conversations with parents

Standard IV: Professional Culture

- Examples of journaling or other modes of reflection and self-assessment on lessons, units, or interactions with students and families that lead to new insights about instruction and student learning
- Professional development agendas in which you have participated
- Team-developed curriculum units
- Team agendas that involve looking at student work and teacher assignments
- Evidence of contribution to a school/district committee or Leadership Team
- Work products developed as a result of team work or professional development

OBSERVATIONS

Description

Observations of teacher practice are a significant portion of collecting evidence for the formative and summative evaluations. This document provides guidance to educators and administrators for how to collect data in observations.

It is understood that not all of the indicators articulated on the Performance Rubric or on educators' goals may be observed during any one observation.

There are two kinds of observations: unannounced observations and announced observations.

- A) Unannounced observations are intended to be an observation of the teacher's classroom culture, instruction, student learning and assessment, lasting ten minutes or longer and can include multiple visits in one school day. Unannounced observations shall result in written feedback provided to the teacher. The following process shall be used to conduct an unannounced observation:
 - a. The administrator shall provide the teacher with written feedback of the unannounced observation within two school days of the visit, using the approved FRPS Unannounced Observation Report Form. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
 - b. No other observations may take place until the day after the feedback has been provided. The teacher and administrator are encouraged to have conversations on feedback.

Any recommendations, if any, shall: include specific, observable and measurable recommendations that the teacher should take to improve his/her performance; and identify resources available, when applicable.

Any observations 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 30 school days.

- B) Announced observations are intended to be a thorough observation of the teacher's classroom culture, instruction, student learning and assessment. An announced observation is a planned visit by the evaluator of at least 40 minutes. The following process shall be used to conduct an announced observation:
 - a. Initial Meeting: The evaluator and teacher shall meet to:

- i. review the observation process;
 - ii. select the dates and times of the pre-observation conference, observation, and post-observation conference; and
 - iii. discuss any specific goal(s) for the observation.
- b. Pre-observation conference: Teacher completes the FRPS Pre-Observation Announced Conference Form and conferences with the evaluator within five school days prior to the scheduled observation. At this meeting the teacher and evaluator will review the Pre-Observation Announced Observation Form, the lesson plan, copies of expected handouts and any other information that will enable the evaluator to assess the performance.
- c. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- d. Classroom Observation: Evaluator documents classroom observation using a written narrative and/or notes, and gives a copy to the teacher ideally within one (1) school day, but no more than two days of the observation.
- e. Post-Observation Conference: Within four (4) school days of the observation and at least one (1) school day after the evaluator provides the teacher with the narrative/notes, the evaluator and teacher will conference about the classroom observation. At this meeting, the evaluator and the educator shall review the Pre-Observation Form, the written narrative/ notes and any additional documentation. 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.
- f. The evaluator shall provide the teacher with a copy of a completed FRPS Post-Observation Announced Conference Form within seven (7) school days after the Post-Observation conference.
- g. Within two (2) school days of receiving the Post-Observation Announced Conference Form, the teacher shall sign and return the FRPS Post-Observation Form indicating he/she has seen it. The teacher's signature does not indicate agreement or disagreement with the contents.
 - i. The teacher may request a meeting to discuss possible changes in the Post-Observation Form write up.
 - ii. The teacher shall have the right to make a written statement which shall become part of the Post-Observation Form.

- h. There will be a minimum of twenty (20) school days between formal observations, unless the teacher and evaluator mutually agree that a better understanding of the observed class may be achieved by an immediate follow-up observation.
- i. Evaluators shall have completed the first announced observation process for every teacher no later than January 15th; if a second announced observation occurs, it must be completed by May 15th.
- j. Any recommendations shall:
 - i. cite the indicator(s) from the Performance Rubric and/or Personal Goal(s) that are not being met, and the basis for the Evaluator's judgment;
 - ii. include specific, observable and measurable recommendations that the teacher should take to improve his/her performance;
 - iii. specify how the required improvement will be measured or observed;
 - iv. identify the resources the school or district will invest in the teacher's improvement; and
 - v. schedule two observations focusing on the areas of recommendation

Teachers will be observed a minimum number of times per educator plan cycle as follows:

Educator Plan	Number of Unannounced Observations	Number of Announced Observations
Two-Year Self-Directed Plan	2	1
One-Year Self-Directed Plan:	2	1
Directed Plan	3	1
Improvement Plan	4	2
Developing Educator Plan*	4	1

The Educator’s first announced or unannounced observation of the Educator should take place by November 15th. Educators on a Developing or Directed Plan may request a second observation. As well, following the mid-year formative evaluation educators on a Developing or Directed Plan can request another observation with a different evaluator. Additional observations may occur over the minimum at the evaluator’s discretion. All observations shall be concluded by May 15th.

***For teachers hired after the start of school, a minimum of two observations are required.**

Walk-throughs and Learning Walks are intended to gauge the overall climate, culture, and instruction within a school, program, or department, and entail walking into multiple classrooms. Observations from walk-throughs and learning walks summarize the aggregate climate, culture, and instruction, rather than commenting on individual teachers and are used to talk about observed patterns and trends across classrooms. Walk-throughs are not intended to result in specific feedback given to individual teachers. A walk-through can be announced or unannounced. There are no limits on the number of walk-throughs /learning walks that can be conducted, provided that all teachers in a school shall have a similar number of such visits. Walk-throughs/ Learning Walks may result in non-evaluative feedback provided to the teacher on observed practice.

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, which shall include:
 - i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii. At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/ or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
 - iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv. 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.

- B) Judgments based on observations and artifacts of practice including:
 - i. Unannounced observations of practice as described in this document.
 - ii. Announced observations as described in this document.
 - iii. Examination of Educator work products.
 - iv. Examination of student work samples.

- C) Evidence relevant to one or more Performance Standards, including but not limited to evidence compiled and presented by the Educator, including:
 - i. 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;
 - ii. Evidence of progress towards professional practice goal(s);
 - iii. Evidence of progress toward student learning outcome goal(s).

- iv. Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

FORMATIVE EVALUATION

Description

A specific purpose for evaluation is to promote student learning, growth and achievement by providing educators with feedback for improvement. The formative evaluation is when evaluators assess educator progress towards attaining goals set forth in Educator Plans and with performance on performance standards. This step ensures an opportunity for educators to receive feedback and suggestions for improvement. Formative evaluation should be a mid-cycle opportunity of taking stock, implemented through a review of evidence collected by both the educator and the evaluator. 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. The Formative Evaluation Report Form provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both. If there are patterns of evidence that demonstrate performance that is either *unsatisfactory* or *in need of improvement*, this is a critical time for evaluators to discuss this evidence so there are “no surprises” during the summative evaluation and more importantly, to provide the educator with the opportunity to address areas of concern. Educators on one-year and two-year plans will receive formative evaluation ratings.

Timeframe

The formative review can occur at any time during the evaluation cycle however, it typically occurs at the midpoint of an educator’s plan. For example, an educator on a one-year Development Plan is likely to participate in a formative evaluation in December or January. Educators on a two-year Self-Directed Growth Plan participate in a formative evaluation in May or June, the midpoint of their evaluation cycle.

Formative Evaluation Steps

- **Scheduling.** Formative evaluation conferences should be scheduled at least two weeks in advance to allow for preparation.
- **Educator evidence.** No less than one week before the due date for the Formative Evaluation conference, the Educator shall provide the Evaluator evidence of meeting the four standards and two performance goals. The evaluator should review the collected evidence prior to the formative conference.
- **Formative Evaluation conferences.** At the conference, the educator and evaluator review the educator’s collection of evidence for each standard and goal. This is a time where the evaluator may also present evidence on any of the standards or goals. The

combined evidence is reviewed and discussed by the educator and evaluator, and the evaluator shares his/her thoughts with the educator on commendations, questions, and areas in which to improve. In formative evaluation conferences, the evaluator shares his/her rating of each standard and goal, as well as an overall rating, which are then discussed by the educator and evaluator. The educator has the opportunity to invite union representation to this meeting, upon prior request.

- **Formative Evaluation report.** The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home. The Educator shall sign the Formative Evaluation report within five (5) school days of receiving the report. The signature indicates the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents. The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report; the Educators' response will become a part of the Formative Evaluation Report.
- **Weights.** Each of the standards and the goals (considered as one) will be weighted at 20%. The five ratings will be averaged to determine the overall rating (although if an educator's average rating is Proficient or Exemplary, and the educator was not rated at least Proficient in both Standards 1 and 2, the educator will be rated as Needs Improvement).

Revising and Changing the Plan

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. If an educator receives a formative evaluation that differs from the summative rating the educator had received at the beginning of the evaluation cycle, the evaluator may revise the plan or place the educator on a different educator plan with goals, appropriate to the new rating. Alternatively, the evaluator could place the educator on a short-term intervention that specifies the changes that need to be made in order to maintain the current summative rating. [See Short-Term Intervention within this document for detailed description].

The chart below, details the types of plans an educator may be placed on and the associated numbers of observations.

Plan Type	Who Goes on Plan	Length of Plan	# of Unannounced Observations	# of Announced Observations
Two-year Self-Directed	Overall rating of Exemplary or Proficient and high or moderate impact on student learning	2 years	2	1
One-year Self-Directed	Overall rating of Exemplary or Proficient and low impact on student learning	1 year	2	1
Directed	Overall rating of Needs Improvement	90 school days to 1 yr.	3	1
Improvement	Overall rating of Unsatisfactory	45 school days to 1 yr.	4	2
Developing	Non-PTS, or at the discretion of the Principal or Director, educators in the first year working under a different license	1 year (or to the end of the school year)	4	1

SUMMATIVE EVALUATION

Description

The summative evaluation occurs at the end of each educator's individualized Educator Plan and guides plan development for the subsequent cycle. During the summative evaluation, evaluators analyze evidence that demonstrates the educator's performance against Performance Standards and evidence of the attainment of the goals in the Educator Plan. This analysis of evidence is used to arrive at a rating on each standard and goal, based on the evaluator's professional judgment. The overall rating should be the average rating of the four standards and goals. Evidence and professional judgment inform the evaluator's determination.

The process is similar to that of formative evaluation: evaluators review and analyze evidence, and issue performance ratings on each standard as well as an overall rating.

There are several key differences between the formative evaluation and summative evaluation:

- The summative evaluation involves a separate rating of educators' impact on student learning, based on trends and patterns in statewide and district-determined measures that are comparable across grade and/or subject.
- The summative evaluation results determine the type and duration of an educator's subsequent Educator Plan, as well as consequences around rewards and recognition and local personnel decisions.
- In the formative evaluation, educators are rated on their progress; in summative evaluations, educators are rated on outcomes.

Please note: Evaluators will not rate educators' impact on student learning until at least 2013-2014.

The summative evaluation is used to arrive at a rating on each standard and goal, determine an overall rating, and serve as a basis for making personnel decisions. Every educator must be rated as Exemplary, Proficient, Needs Improvement, or Unsatisfactory on the standards, and must be rated as Exceeded, Met, Progress, and No Progress on the professional practice and student learning goals. In rating educators on Performance Standards for the purposes of summative evaluation, the Evaluator will use the parties' agreed-upon rubrics.

Summative Evaluation Steps

Timeframe

Most educators will receive a summative evaluation near the end of a school year, although educators on a Directed Growth Plan or Improvement Plan may have more than one summative evaluation in a single year. For Educators on a one or two year Educator Plan, the summative

report must be written and provided to the educator by May 15th.

- **Scheduling.** Summative evaluation conferences should be scheduled at least two weeks in advance to allow for preparation.
- **Educator evidence.** No less than one week before the due date for the Summative Evaluation conference, the Educator shall provide the Evaluator evidence of meeting the four standards and two performance goals. The evaluator should review the collected evidence prior to the formative conference.
- **Summative conferences.** At the conference, the educator and evaluator review the educator's collection of evidence for each standard and goal. This is a time where the evaluator may also present evidence on any of the standards or goals [Reference Evidence Used in Evaluation section within this document]. The combined evidence is reviewed and discussed by the educator and evaluator, and the evaluator shares her thoughts with the educator on commendations, questions, and areas in which to improve. The evaluator shares her rating of each standard and goal, as well as an overall rating (Exemplary, Proficient, Needs Improvement, or Unsatisfactory), which are then discussed by the educator and evaluator. As well, the length of the plan to be developed is communicated. The educator has the opportunity to invite union representation to this meeting, upon prior request.
 - 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. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
 - The summative evaluation rating must be based on evidence from multiple categories of evidence.
- **Summative Evaluation report.** The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to Educator's school mailbox or home no later than May 31st. The Evaluator shall meet with any Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st. The Evaluator may 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 10th.

The Educator shall sign the final Summative Evaluation report within five (5) days of receipt. The signature indicates the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents. The Educator may reply in writing on the Educator Response Form within ten (10) days of receiving the report. A copy of the signed final Summative Evaluation report and Educator Response Form (if

applicable) shall be filed in the Educator's personnel file.

Weights

The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. Each of the standards and the goals (considered as one) will be weighted at 20%. The five ratings will be averaged to determine the overall rating (although if an educator's average rating is Proficient or Exemplary, and the educator was not rated at least Proficient in both Standards 1 and 2, the educator will be rated as Needs Improvement).

Professional Teacher Status

Professional teacher status should be granted only to educators who have achieved ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to professional teacher status 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 of schools by May 1. The principal's decision is subject to review and approval by the superintendent.

Moving Forward

The summative evaluation step marks the end of one evaluation cycle and kicks off a new cycle of self-assessment, goal setting, and plan development. When well-implemented, educators will leave the summative evaluation conference with a good idea of their next steps for the following evaluation cycle. The new cycle will coincide with the new school year for educators on a Development Plan or Self-Directed Growth Plan, but it may begin midyear for educators on a Directed Growth Plan or Improvement Plan.

Ultimately, both the summative performance rating and the rating of impact on student learning will jointly determine the next Educator Plan for each educator. The *Summative Rating* categories can guide evaluators in determining the appropriate Educator Plan for each educator. Educators without Professional Teacher Status (PTS) and those teaching under a different license than the prior year (at the discretion of the evaluator) will be on a Developing Educator Plan.

The following chart displays the type of plan an Educator will be assigned based on his/her Summative Evaluation rating, and associated numbers of observations.

Plan Type	Who Goes on Plan	Length of Plan	# of Unannounced Observations	# of Announced Observations
Two-year Self-Directed	Overall rating of Exemplary or Proficient and high or moderate impact on student learning	2 years	2	1
One-year Self-Directed	Overall rating of Exemplary or Proficient and low impact on student learning	1 year	2	1
Directed	Overall rating of Needs Improvement	90 school days to 1 yr.	3	1
Improvement	Overall rating of Unsatisfactory	45 school days to 1 yr.	4	2
Developing	Non-PTS, or at the discretion of the Principal or Director, educators in the first year working under a different license	1 year (or to the end of the school year)	4	1

SHORT-TERM INTERVENTION

Description

An Evaluator may at any time during the evaluation cycle elect to utilize a short-term intervention process if the evaluator determines that the educator's performance is of concern in a specific standard or goal identified during an observation and/or examination of an educator's work product. The purpose of the short-term intervention process is to specify the changes that need to be made in the educator's practice in order to address the concerns.

Short-term Intervention Steps:

A) Evaluator and Educator Conference and Intervention Action Steps

The evaluator will verbally bring the issue to the attention of the educator by:

- a. Stating specifically the practice that is of concern, and the evidence substantiating the concern
- b. Specifying the changes that need to be made in order to maintain the current evaluation rating
- c. Stating the length of time by which progress is to be made, the support that will be provided to the educator to assist in making the specified changes, and evidence needed to signal that the changes have been made.

Based on this conference, the evaluator will develop action steps on Section 1 of the Short-Term Intervention Form and give it to the educator for review. The action steps will include meeting dates to assess whether the specified progress has been made. The educator will then either sign off on the action steps or schedule a meeting with the evaluator to discuss and agree on the action steps. The educator has the opportunity to invite union representation to this meeting, upon prior notice.

B) Meeting to Assess Progress

At the end of the agreed upon timeline for the short-term intervention action steps, the evaluator and educator will meet to assess progress, and ascertain whether the specified changes have been accomplished. The Evaluator will use Section 2 of the Short-Term Intervention Form to memorialize the assessment of progress. Based on this assessment, the evaluator can decide:

- a. The educator has made the specified changes and the intervention has been completed.
- b. The educator has made progress but has not attained all the specified changes; the intervention time period will be extended for a specified date.
- c. The educator has not made progress; the Evaluator may initiate a formative evaluation which may result in a new Educator Plan.

TIMELINE
(Subject to Change Each Year)

A) Educators with PTS on One Year Plan

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 5 th
Educator Evaluation Training (e.g., SMART Goals, Goal Setting and Plan Development, etc.)	September 20th
Educator conducts Self-Assessment and submits proposed goals to Evaluator	October 1st
Evaluator reviews and approves Educators' goals	October 15 th
Educator submits Educator Plan Development Form	November 1 st
Evaluator reviews and approves Educator Plan	November 15 th
Evaluator should complete first announced observation of each Educator	January 15th
Educator submits standards and goals evidence for mid-cycle formative evaluation	One week before scheduled Formative Evaluation Conference
Evaluator should complete Formative Evaluation Reports	Dec or Jan
Evaluator should complete second announced observation of each (applicable) Educator	May 15 th
Educator submits standards and goals evidence for summative evaluation	One week before schedule Summative Evaluation Conference
Evaluator completes Summative Evaluation Report	May 15 th
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1st
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10 th
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15th

B) Educators with PTS on Two Year Plan

Activity:	Completed By:
Educator completes observations	Any time during the 2-year evaluation cycle
Educator submits standards and goals evidence for mid-cycle formative evaluation	One week before scheduled Formative Evaluation Conference
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Educator submits standards and goals evidence for summative evaluation	One week before schedule Summative Evaluation Conference
Evaluator completes Summative Evaluation Report	May 15 of Year 2

C) Educators on Plans of Less than One Year

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

GENERAL PROVISIONS

- A) Only Administrators who are licensed may serve as Evaluators of Educators.
- 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 insure that Evaluators have 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.
- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. Substantial compliance addresses the specific timelines in the contract. Where the evaluation process has resulted in a fair evaluation, but the evaluator has missed deadlines that do not impact the fairness of the evaluation, that type of misstep shall not undo an otherwise fair evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance
- G) No educator shall be disciplined or penalized for:
 - i. The content on his/her self-assessment, goal proposal or plan proposal;
 - ii. Disagreeing, either in writing or orally, with an evaluator, including but not limited to the evaluator's goals, plans, observations, decisions, judgments and evaluations.
 - iv. Missing timeline(s) in unusual or unanticipated circumstances (in these cases, the educator and evaluator will mutually extend the timelines to an appropriate timeframe);

H) Long Term Absences

When an educator is absent for an extended period of time, defined as 20 consecutive school days or longer, the educator and evaluator will meet within 5 days of the educator's return to work to review the educator plan and discuss whether to revise the timelines and/or goals.

Any changes will be committed to writing and signed by the parties. If no mutual agreement can be reached, a meeting will be convened with the parties involved, a representative of the Human Resources Department, and an Association representative for the purpose of making recommendations.

I) Late Hires

Within two weeks of the date of hire, the evaluator will meet with the educator to explain the evaluation cycle and process. They will work to develop an achievable and realistic educator plan, including professional practice and student learning goals. An educator may choose to use the team goals for their subject or grade level. Any educator hired after March 1 may not be required to set goals for the remainder of the school year. They will, however, still receive a performance rating. This rating will be based primarily on observations, both announced and unannounced, and evidence collection. Evaluators will use professional judgment in consideration of the late hire date.

Observations: For teachers hired after the start of school, a minimum of two observations are required.

J) Review Panel

An Evaluation Advisory Panel shall be established comprising two (2) representatives of the Association and two (2) representatives of the Administration. An additional representative of the Association or the Administration may be called in by either party where a particular expertise would be useful. Upon request of any PTS Educator whose overall ranking is Needs Improvement or Unsatisfactory, the Evaluation Advisory Panel will review his or her evaluation. Upon completing the review, the Evaluation Advisory Panel shall make a recommendation to the Superintendent.

**Fall River Public Schools
Educator Self- Assessment Form**

Educator:	School Year:
Evaluator:	School(s):
Grade(s):	Subject(s):
Analysis of Evidence of Student Learning, Growth, and Achievement	
<p>In this section, you are to briefly summarize areas of strength and high-priority concerns around the learning, growth and achievement of the students under your responsibility. Where possible, you should support your assessment with evidence, including results from assessments, disaggregating data on specific populations as needed (e.g. English Language Learners or students with disabilities).</p>	
Assessment of Practice Against Performance Standards	
<p>Citing specific indicators on the Standards and Indicators for Effective Practice: Teaching Rubric, briefly summarize 1-2 areas of strength and 1-2 high-priority areas for growth. Areas for growth can target specific sub-indicators or generalize across multiple sub-indicators. Where possible, you should support your assessment with evidence including prior evaluations and performance reports and teaching artifacts.</p>	

Educator Plan Development Form (Section 1- Goals)

Educator:		School Year:	
Evaluator:		School(s):	
Assignment:		Previous Plan and Duration:	
Date Initiated:		Date(s) Reviewed:	
Self Directed Plan <input type="checkbox"/> One- Year <input type="checkbox"/> Two- Year for PTS educators rated Exemplary or Proficient*	<input type="checkbox"/> Directed Growth Plan _____ Months for PTS educators rated Needs Improvement*	<input type="checkbox"/> Improvement Plan _____ Months for PTS educators rated Unsatisfactory*	<input type="checkbox"/> Developing Educator Plan (1 year) for Non-PTS educators or those in first year of a new licensure area

** performance rating in most recent evaluation*

GOALS

Educator plans shall include a minimum of one student learning goal and one professional practice goal. The total number of goals may depend on the team/department of which the educator is a member, the professional judgment of the educator, and guidance from the evaluator. Attach additional pages for more than two goals. For each goal, mark goal as an individual or team/dept. goal and record team/dept. name if applicable. Give each a unique name to reference in the planned activities section. For Professional Practice goals, cite relevant performance standard on Educator Rubric. Refer to the Guide on developing SMART Goals.

Student Learning SMART Goals

Individual Team/Dept.

Name: _____

Goal Name: _____

Professional Practice SMART Goals

Individual Team/Dept.

Name: _____

Goal Name: _____

**Fall River Public Schools
Educator Plan Development Form (Section 2- Planned Activities)**

Outline actions the educator must take to attain these goals. **Use one page per goal.**

Educator:	School Year:		
Date Plan Developed:	Goal Name:		
<u>Action/Strategies</u>	<u>Timeline or Frequency</u>	<u>Resources and Support</u>	<u>Indicators/Evidence</u>
<u>Additional Notes</u>			

Signature of Evaluator _____ Date _____

Signature of Educator* _____ Date _____

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

**Fall River Public Schools
Educator Evaluation: Collection of Evidence Form**

Educator:	Plan Type:
Evaluator:	Plan Dates: from _____ to _____
This evidence collected by:	Date of submission:

Label	Date Record date, duration if applicable	Source of Evidence e.g., parent conference, observation	Standard(s) and/or Goals Standard(s) and/or goal(s) to which evidence is tied	Notes Optional. Explain why included, specifics on what the evidence shows, context, etc.
<i>ex. 1</i>	<i>ex: 11/8/11</i>	<i>ex: unit plans, benchmark data</i>	<i>ex: I, Student Goal</i>	<i>ex: unit plans modification reflect student performance at mid-point of semester</i>

Attach additional sheets as needed

**Fall River Public
Schools
Unannounced Observation Report Form**

Educator Name/ Title _____

Educator/ 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 Report

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.

Any recommendations shall: include observable and measurable recommendations the teacher should take to improve his/her performance; and reasonable resources when applicable will be identified.

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 30 days.

Receipt of this report does not necessarily denote agreement with the contents of the report. The Educator has the opportunity to respond to this report in writing and may use the Educator Response Form.

Fall River Public Schools
Pre-Observation Announced Conference Form
To be filled out by educator prior to conference

Educator: _____ Date: _____

Pre-observation Conference Date: _____

Date of Observation: _____

Evaluator: _____

1. Describe lesson and how it fits into the unit you are teaching:

2. List the academic and behavioral objectives for the lesson that will be observed:

Fall River Public Schools
Post- Observation Announced Conference Form

Educator: _____ Date: _____

Post-observation Conference Date: _____

Date of Observation: _____

Evaluator: _____

*Claims, evidence, interpretation should reflect pre- observation goals and rubrics.
Attach notes taken during observation s- attach additional sheets as needed.*

Summary of lesson observed:

Claims:

Evidence :

Interpretation:

Commendations:

Recommendations:

Other Areas of Consideration:

Next Evaluation Step:

_____ Additional observation before next evaluation conference

_____ Formative Evaluation Conference

_____ Summative Evaluation before year-end

Signatures

*Educator _____ Date _____

Evaluator _____ Date _____

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

Formative Evaluation Report Form

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Assessing:

Progress toward attaining goals

Performance on Standards

Progress Toward Student Learning Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met / Exceeded (Circle One)

Rationale, evidence, and feedback for improvement:

Progress Toward Professional Practice Goal(s)

Attach additional pages as needed.

Did not meet Some progress Significant Progress Met/ Exceeded (Circle One)

Rationale, evidence, and feedback for improvement:

Formative Evaluation Report Form (Continuation)
Performance on Each Standard

**I: Curriculum,
Planning,
& Assessment**

Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

**II: Teaching All
Students**

Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

III: Family/Community Engagement Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

IV: Professional Culture Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Describe performance and feedback for improvement. Attach additional pages as needed.

Summative Evaluation Report Form (Continuation) Rating on Each Standard

I: Curriculum, Planning, & Assessment Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

II: Teaching All Students Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

III: Family/Community Engagement Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

IV: Professional Culture Unsatisfactory Needs Improvement Proficient Exemplary

Rationale, evidence, and feedback for improvement:

Summative Evaluation Report Form (Continuation) Overall Performance

Educator—Name/Title: _____

Overall Performance Rating			
<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>			
Plan Moving Forward			
<input type="checkbox"/> Self-Directed Plan	<input type="checkbox"/> Directed Growth Plan	<input type="checkbox"/> Improvement Plan	<input type="checkbox"/> Developing Educator Plan

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.

**Fall River Public Schools
Directed Growth Plan Form
(for PTS Educators Rated “Needs Improvement”*)**

Educator:	School Year:
Evaluator:	School(s)/Assignment:

* performance rating in most recent evaluation

- 90-day Plan
- Other Plan (from 90 days – 1 school year) _____ days/months
- One (school) Year Plan

(Directed Growth Plan timeframes range from no fewer than 90 days to no more than one (1) school year.)

Reason For Directed Growth Plan
Directed Growth Goals – developed by the Educator and Evaluator (directly related to the performance standard(s) and/or student learning outcomes that must be improved)
Action Steps To Be Taken By Educator (activities and work product the educator must complete as a means of improving performance)
Assistance That Will Be Provided (describe the assistance the evaluator/school/district will make available to the educator)
Individuals Assigned To Assist The Educator (at a minimum, must include the evaluator)
Measureable Outcomes (what outcomes will be accepted as evidence of improvement)
Timelines
Date Plan Initiated: Scheduled Meetings: Announced Observations: Scheduled Plan Conclusion: Summative Evaluation Meeting:

Signatures Of Participants At The Plan Initiation Meeting*

Educator _____
Date _____
Evaluator _____
Date _____
Union Rep** _____
Date _____
Principal _____
Date _____

Conclusion

- Educator has improved his/her practice to the level of proficiency and will be placed on a Self-Directed Growth Plan
- Educator has not improved his/her practice to the level of proficiency and is rated Unsatisfactory
- Evaluator recommends Improvement Plan for _____ days

Signatures Of Participants At The Plan Conclusion Meeting*

Educator _____
Date _____
Evaluator _____
Date _____
Union Rep** _____
Date _____
Principal _____
Date _____

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

** If a union rep is unavailable and/or educator declines representation, another witness may attend at the request of the educator or evaluator.

**Fall River Public Schools
Educator Improvement Plan Form
(for PTS Educators Rated "Unsatisfactory"*)**

Educator:	School Year:
Evaluator:	School(s)/Assignment:

* performance rating in most recent evaluation

- 45-day Plan
- 90-day Plan
- Other Plan (from 45 days – 1 school year) _____ days/months
- One (school) Year Plan

(Improvement Plan timeframes range from no fewer than 45 days to no more than one (1) school year.)

Reason For Improvement Plan
Improvement Goals (directly related to the performance standard(s) and/or student learning outcomes that must be improved)
Action Steps To Be Taken By Educator (activities and work product the educator must complete as a means of improving performance)
Assistance That Will Be Provided (describe the assistance the evaluator/school/district will make available to the educator)
Individuals Assigned To Assist The Educator (at a minimum, must include the evaluator)
Measureable Outcomes (what outcomes will be accepted as evidence of improvement)
Timelines
Date Plan Initiated: Scheduled Meetings: Announced Observations: Mid-cycle Formative Evaluation: Scheduled Plan Conclusion: Summative Evaluation Date:

Signatures Of Participants At The Plan Initiation Meeting*	
Educator	
Date _____	
Evaluator	
Date _____	
Union Rep	
Date _____	
Principal	
Date _____	
Conclusion	
<input type="checkbox"/> Educator has improved his/her practice to the level of proficiency and will be placed on a Self-Directed Growth Plan	
<input type="checkbox"/> Educator is making substantial progress towards proficiency and will be placed on a Directed Growth Plan	
<input type="checkbox"/> Educator's practice remains Unsatisfactory	
- Evaluator recommends	<input type="checkbox"/> Dismissal <input type="checkbox"/> Improvement Plan for _____ days
Signatures Of Participants At The Plan Conclusion Meeting*	
Educator	
Date _____	
Evaluator	
Date _____	
Union Rep**	
Date _____	
Principal	
Date _____	

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

** If a union rep is unavailable and/or educator declines representation, another witness may attend at the request of the educator or evaluator.

Fall River Public Schools

Short-Term Intervention Action Form (Section 1- Reasons)

Educator	School Year:
Evaluator:	School (s):
Grade(s)	Subject(s):
Reasons for Short-Term Intervention	
In this section, state specifically the concerns that led to the short-term intervention. Provide evidence for the concern.	
Intervention Action Step(s)	
In this section, state (1) the specified changes in practice that must be made, (2) the support that will be provided to the educator, and (3) the timeline by which the changes should be made.	
Signature of Evaluator _____ Date _____	
Signature of Educator* _____ Date _____	
*Signature of the educator indicates acknowledgement of this report; it does not necessarily denote agreement with the contents of the report. The Educator has the opportunity to respond to this report in writing and may use the Educator Response Form.	

Short-Term Intervention Form (Section 2- Progress)

Intervention Action Step(s) Progress Meeting

Based on the assessment of progress, the educator has (check one):

- Made the specified changes and the intervention is completed
- Made progress but has not attained all the specified changes; the time period will be extended
- Not made progress; the Evaluator may initiate a Formative Evaluation which may result in a new Educator Plan.

Comments:

Signature of Evaluator _____ Date _____

Signature of Educator* _____ Date _____

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

**Fall River Public Schools
Educator Response Form**

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
- Unannounced Observation
- Announced Observation
- Formative Evaluation Report
- Summative Evaluation Report
- Other: _____

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

Attachment(s) included _____

SETTING SMART GOALS

(Source: ESE, *School-Level Planning and Implementation Guide*, January 2012)

Good goals help educators, schools, and districts improve. That is why the educator evaluation regulations require educators to develop goals that are specific, actionable, and measurable. They require, too, that goals be accompanied by action plans with benchmarks to assess progress.

This “SMART” Goal framework is a useful tool that individuals and teams can use to craft effective goals and action plans:

S	=	Specific and Strategic
M	=	Measurable
A	=	Action Oriented
R	=	Rigorous, Realistic, and Results-Focused (the 3 Rs)
T	=	Timed and Tracked

Goals with an action plan and benchmarks that have these characteristics are “SMART.”

A practical example some of us have experienced in our personal lives can make clear how this SMART goal framework can help turn hopes into actions that have results.

First, an example of *not* being “SMART” with goals: *I will lose weight and get in condition.*

Getting SMARTer: *Between March 15 and Memorial Day, I will lose 10 pounds and be able to run 1 mile nonstop.*

The **hope** is now a **goal**, that meets most of the SMART Framework criteria:

It's Specific and Strategic	=	10 pounds, 1 mile
It's Measurable	=	pounds, miles
It's Action-oriented	=	lose, run
It's got the 3 Rs	=	weight loss and running distance
It's Timed	=	10 weeks

SMART enough: To make the goal really “SMART,” though, we need to add an action plan and benchmarks. They make sure the goal meets that final criteria, “Tracked.” They also strengthen the other criteria, especially when the benchmarks include “process” benchmarks for tracking progress on the key actions and “outcome” benchmarks that track early evidence of change and/or progress toward the ultimate goal.

Key Actions

- Reduce my daily calorie intake to fewer than 1,200 calories for each of 10 weeks.
- Walk 15 minutes per day; increase my time by 5 minutes per week for the next 4 weeks.

- Starting in week 5, run and walk in intervals for 30 minutes, increasing the proportion of time spent running instead of walking until I can run a mile, non-stop, by the end of week 10.

Benchmarks:

- For process, maintaining a daily record of calorie intake and exercise
- For outcome, biweekly weight loss and running distance targets (e.g., After 2 wks: 2 lbs/0 miles; 4 wks: 4 lbs/0 miles; 6 wks: 6lbs/.2 mi; 8 wks: 8 lbs/.4 miles)
-

S = Specific and Strategic

Goals need to be straightforward and clearly written, with sufficient specificity to determine whether or not they have been achieved. A goal is strategic when it serves an important purpose of the school or district as a whole and addresses something that is likely to have a big impact on our overall vision.

M = Measurable

If we can't measure it, we can't manage it. What measures of quantity, quality, and/or impact will we use to determine that we've achieved the goal? And how will we measure progress along the way? Progress toward achieving the goal is typically measured through "benchmarks." Some benchmarks focus on the process: are we doing what we said we were going to do? Other benchmarks focus on the outcome: are we seeing early signs of progress toward the results?

A = Action Oriented

Goals have active, not passive verbs. And the action steps attached to them tell us "who" is doing "what." Without clarity about what we're actually going to do to achieve the goal, a goal is only a hope with little chance of being achieved. Making clear the key actions required to achieve a goal helps everyone see how their part of the work is connected—to other parts of the work and to a larger purpose. Knowing that helps people stay focused and energized, rather than fragmented and uncertain.

R = Rigorous, Realistic, and Results-Focused (the 3 Rs)

A goal is not an activity: a goal makes clear what will be different as a result of achieving the goal. A goal needs to describe a realistic, yet ambitious result. It needs to stretch the educator, team, school, or district toward improvement but not be out of reach. The focus and effort required achieving a rigorous but realistic goal should be challenging but not exhausting. Goals set too high will discourage us, whereas goals set too low will leave us feeling "empty" when it is accomplished and won't serve our students well.

T = Timed

A goal needs to have a deadline. Deadlines help all of us take action. For a goal to be accomplished, definite times need to be established when key actions will be completed and benchmarks achieved. Tracking the progress we're making on our action steps (process benchmarks) is essential: if we fall behind on doing something we said we were going to do, we'll need to accelerate the pace on something else. But tracking progress on process outcomes isn't enough. Our outcome benchmarks help us know whether we're on track to achieve our goal

and/or whether we've reached our goal. Benchmarks give us a way to see our progress and celebrate it. They also give us information we need to make mid-course corrections.

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Massachusetts Model System for Educator Evaluation

Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher

Appendix C. Teacher Rubric

January 2012

Massachusetts Department of Elementary and Secondary Education
75 Pleasant Street, Malden, MA 02148-4906
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Rubrics – defined in the regulations as “scoring tool[s] that describe characteristics of practice or artifacts at different levels of performance” ([603 CMR 35.02](#)) – are a critical component of the Massachusetts educator evaluation framework and are required for every educator. Rubrics are designed to help educators and evaluators (1) develop a consistent, shared understanding of what proficient performance looks like in practice, (2) develop a common terminology and structure to organize evidence, and (3) make informed professional judgments about formative and summative performance ratings on each Standard and overall. This appendix contains the ESE Model Teacher Rubric.

Structure of the Teacher Rubric

- **Standards:** Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for teachers: *Curriculum, Planning, and Assessment*; *Teaching All Students*; *Family and Community Engagement*; and *Professional Culture*.
- **Indicators:** Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are three Indicators in Standard I of the teacher rubric: *Curriculum and Planning*; *Assessment*; and *Analysis*.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.
- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: *Unsatisfactory*, *Needs Improvement*, *Proficient*, or *Exemplary*.

Use of the Teacher Rubric

This rubric describes teaching practice. It is intended to be used throughout the 5 step evaluation cycle for all teachers, including teachers of whole classrooms, small groups, individual students, or any combination of the above. The rubric is designed to be applicable to general education teachers from pre-K through Advanced Placement, as well as teachers with specialized classes or knowledge, including teachers of English Language Learners, and special education teachers; districts may also choose to use this rubric for educators in other roles such as specialists.

The responsibilities of teachers to whom this rubric will be applied may vary. ESE encourages educators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and Elements that should be high priorities according to that educator’s role and responsibilities as well as his/her professional practice and student learning needs. There are a variety of ways to emphasize these components throughout the evaluation cycle. For example, high priority Indicators and/or elements can be analyzed in greater depth during self-assessment, targeted during goal setting, a focus for more comprehensive evidence collection, or all of the above. However, the expectation is that by the end of the evaluation cycle, educators and evaluators have gathered and shared a reasonable amount of evidence on every Indicator to support a rating for each Standard.

Teacher Rubric At-A-Glance

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning Indicator</p> <ol style="list-style-type: none"> 1. Subject Matter Knowledge 2. Child and Adolescent Development 3. Rigorous Standards-Based Unit Design 4. Well-Structured Lessons <p>B. Assessment Indicator</p> <ol style="list-style-type: none"> 1. Variety of Assessment Methods 2. Adjustments to Practice <p>C. Analysis Indicator</p> <ol style="list-style-type: none"> 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students 	<p>A. Instruction Indicator</p> <ol style="list-style-type: none"> 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs <p>B. Learning Environment Indicator</p> <ol style="list-style-type: none"> 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation <p>C. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> 1. Respects Differences 2. Maintains Respectful Environment <p>D. Expectations Indicator</p> <ol style="list-style-type: none"> 1. Clear Expectations 2. High Expectations 3. Access to Knowledge 	<p>A. Engagement Indicator</p> <ol style="list-style-type: none"> 1. Parent/Family Engagement <p>B. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Learning Expectations 2. Curriculum Support <p>C. Communication Indicator</p> <ol style="list-style-type: none"> 1. Two-Way Communication 2. Culturally Proficient Communication 	<p>A. Reflection Indicator</p> <ol style="list-style-type: none"> 1. Reflective Practice 2. Goal Setting <p>B. Professional Growth Indicator</p> <ol style="list-style-type: none"> 1. Professional Learning and Growth <p>C. Collaboration Indicator</p> <ol style="list-style-type: none"> 1. Professional Collaboration <p>D. Decision-Making Indicator</p> <ol style="list-style-type: none"> 1. Decision-making <p>E. Shared Responsibility Indicator</p> <ol style="list-style-type: none"> 1. Shared Responsibility <p>F. Professional Responsibilities Indicator</p> <ol style="list-style-type: none"> 1. Judgment 2. Reliability and Responsibility

How to reference parts of the rubric:

Indicator terminology: under the “Teaching All Students” Standard (II), the “Instruction Indicator” (A) can be referred to as *Indicator II-A*

Element terminology: under the Instruction Indicator (A), the Student Engagement Element (2) can be referred to as *Element II-A-2*

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.	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.	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 do 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.	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.	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.

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.	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.	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.	Develops well-structured lessons with challenging, measurable objectives and appropriate student engagement strategies, pacing, sequence, activities, materials, resources, technologies, and grouping.	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.

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.	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.	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	Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and

		the findings.	findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for students.	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.
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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.	Individually and with colleagues, draws appropriate conclusions from a thorough analysis of a wide range of assessment data to improve student learning.	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.	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.	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.	Based on assessment results, provides descriptive feedback and engages students and families in constructive conversation that focuses on how students can improve their performance.	Establishes early, constructive feedback loops with students and families that create a dialogue about performance, progress, and improvement. Is able to model this element.

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.	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.	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.	Consistently uses instructional practices that are likely to motivate and engage most students during the lesson.	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.	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.	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.

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.	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.	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.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	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.	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.	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.

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	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.	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.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	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.

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.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	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.	Effectively models and reinforces ways that students can master challenging material through effective effort, rather than having to depend on innate ability.	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. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.	Consistently adapts instruction, materials, and assessments to make challenging material accessible to all students, including English learners and students with disabilities.	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.

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.*

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.	Uses a variety of strategies to support every family to participate actively and appropriately in the classroom and school community.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.	Consistently provides parents with clear, user-friendly expectations for student learning and behavior.	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.	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.	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.

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.	Regularly uses two-way communication with families about student performance and learning and responds promptly and carefully to communications from families.	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.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

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.	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.	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.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student learning data.	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.

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.	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.	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.	Consistently and effectively collaborates with colleagues in such work as developing standards-based units, examining student work, analyzing student performance, and planning appropriate intervention.	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.

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.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	I In planning and decision-making at the school, department, and/or grade level, consistently contribute 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.	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.	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.

Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	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.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.



Massachusetts Model System for Educator Evaluation

Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher

Appendix D. Specialized Instructional Support Personnel Rubric

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Rubrics – defined in the regulations as “scoring tool[s] that describe characteristics of practice or artifacts at different levels of performance” ([603 CMR 35.02](#)) – are a critical component of the Massachusetts educator evaluation framework and are required for

Guide to Specialized Instructional Support Personnel (SISP) Rubric

every educator. Rubrics are designed to help educators and evaluators (1) develop a consistent, shared understanding of what proficient performance looks like in practice, (2) develop a common terminology and structure to organize evidence, and (3) make informed professional judgments about formative and summative performance ratings on each Standard and overall. This appendix contains the ESE Model “SISP” Rubric.

Structure of the Specialized Instructional Support Personnel (SISP) Rubric

- **Standards:** Standards are the broad categories of knowledge, skills, and performance of effective practice detailed in the regulations. There are four Standards for teachers: *Curriculum, Planning, and Assessment*; *Teaching All Students*; *Family and Community Engagement*; and *Professional Culture*.
- **Indicators:** Indicators, also detailed in the regulations, describe specific knowledge, skills, and performance for each Standard. For example, there are three Indicators in Standard I of the SISP rubric: *Curriculum and Planning*; *Assessment*; and *Analysis*.
- **Elements:** The elements are more specific descriptions of actions and behaviors related to each Indicator. The elements further break down the Indicators into more specific aspects of educator practice and provide an opportunity for evaluators to offer detailed feedback that serves as a roadmap for improvement.
- **Descriptors:** Performance descriptors are observable and measurable statements of educator actions and behaviors aligned to each element and serve as the basis for identifying the level of teaching or administrative performance in one of four categories: *Unsatisfactory*, *Needs Improvement*, *Proficient*, or *Exemplary*.

Use of the Specialized Instructional Support Personnel (SISP) Rubric

This rubric describes practice that is common across educators in professional support roles such as school counselors, school psychologists, school nurses, and others defined in the recognition clause of the appropriate collective bargaining agreement. It is intended to be used throughout the 5 step evaluation cycle for educators who provide direct services such as education, therapy, counseling, assessment, and diagnosis to a caseload of students, as well as educators who may provide indirect support to students through consultation to and collaboration with teachers, administrators, and other colleagues.

The roles and responsibilities of educators to whom this rubric will be applied will vary. ESE encourages educators and evaluators to use the rubric strategically by discussing and agreeing upon certain Indicators and Elements that should be high priorities according to that educator’s role and responsibilities as well as his/her professional practice and student learning needs. There are a variety of ways to emphasize these components throughout the evaluation cycle. For example, high priority Indicators and/or elements can be analyzed in greater depth during self-assessment, targeted during goal setting, a focus for more comprehensive evidence collection, or all of the above. However, the expectation is that by the end of the evaluation cycle, educators and evaluators have gathered and shared a reasonable amount of evidence on every Indicator to support a rating for each Standard.



Specialized Instructional Support Personnel (SISP) Rubric At-A-Glance

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
<p>A. Curriculum and Planning Indicator</p> <ol style="list-style-type: none"> Professional Knowledge Child and Adolescent Development Plan Development Well-Structured Lessons <p>B. Assessment Indicator</p> <ol style="list-style-type: none"> Variety of Assessment Methods Adjustments to Practice <p>C. Analysis Indicator</p> <ol style="list-style-type: none"> Analysis and Conclusions Sharing Conclusions With Colleagues Sharing Conclusions With Students and Families 	<p>A. Instruction Indicator</p> <ol style="list-style-type: none"> Quality of Effort and Work Student Engagement Meeting Diverse Needs <p>B. Learning Environment Indicator</p> <ol style="list-style-type: none"> Safe Learning Environment Collaborative Learning Environment Student Motivation <p>C. Cultural Proficiency Indicator</p> <ol style="list-style-type: none"> Respects Differences Maintains Respectful Environment <p>D. Expectations Indicator</p> <ol style="list-style-type: none"> Clear Expectations High Expectations Access to Knowledge 	<p>A. Engagement Indicator</p> <ol style="list-style-type: none"> Parent/Family Engagement <p>B. Collaboration Indicator</p> <ol style="list-style-type: none"> Learning Expectations Student Support <p>C. Communication Indicator</p> <ol style="list-style-type: none"> Two-Way Communication Culturally Proficient Communication 	<p>A. Reflection Indicator</p> <ol style="list-style-type: none"> Reflective Practice Goal Setting <p>B. Professional Growth Indicator</p> <ol style="list-style-type: none"> Professional Learning and Growth <p>C. Collaboration Indicator</p> <ol style="list-style-type: none"> Professional Collaboration Consultation <p>D. Decision-Making Indicator</p> <ol style="list-style-type: none"> Decision-making <p>E. Shared Responsibility Indicator</p> <ol style="list-style-type: none"> Shared Responsibility <p>F. Professional Responsibilities Indicator</p> <ol style="list-style-type: none"> Judgment Reliability and Responsibility

Note: The SISP rubric is designed to have close alignment with the teacher rubric to emphasize commonalities across educators. Please see Appendix E addressing “Role-Specific Indicators” for additional guidance and samples of how to strategically supplement this rubric to further differentiate by role.

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.	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.	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.
I-A-2. Child and Adolescent Development	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.	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.	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.	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.

I-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
1-A-3 Plan Development ¹	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.	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.	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.	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.	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.

¹ “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.

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 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.	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.	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.	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.	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.

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 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.	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.	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.	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.	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.	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.	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.

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.

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.				
II-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.	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.	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.	Consistently uses instructional and clinical practices that are likely to motivate and engage most students during the lesson, activity, or session.	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.	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.	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.

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.	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.	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.	Develops students' interpersonal, group, and communication skills and provides opportunities for students to learn in groups with diverse peers.	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.	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.	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.

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.	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.	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.	Anticipates and responds appropriately to conflicts or misunderstandings arising from differences in backgrounds, languages, and identities.	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.

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.				
II-D. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.	Clearly communicates and consistently enforces specific standards for student work, effort, and behavior.	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. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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. .	Effectively models and reinforces ways that students can set and accomplish challenging goals through effective effort, rather than having to depend on innate ability.	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.	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.	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.

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

Indicator III-A. Engagement: Welcomes and encourages every family to become active participants in the classroom and school community.				
III-A. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.	Uses a variety of strategies to support families to participate actively and appropriately in the classroom and school community.	Successfully engages most families and sustains their active and appropriate participation in the classroom and school community. Is able to model this element.

Indicator III-B. Collaboration: Collaborates with families to create and implement strategies for supporting student learning and development both at home and at school.				
III-B. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.	Consistently provides parents with clear, user-friendly expectations for student learning, behavior, and/or wellness.	Successfully conveys to most parents clear, user-friendly student learning, behavior, and wellness expectations. Is able to model this element.
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.	Regularly communicates with parents to create, share, and/or identify strategies for supporting learning and development at school and home.	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.

Indicator III-C. Communication: Engages in regular, two-way, and culturally proficient communication with families about student learning, behavior and wellness.				
III-C. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.	Regularly uses two-way communication with families about student learning, behavior, and wellness; responds promptly and carefully to communications from families.	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. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.	Always communicates respectfully with families and demonstrates understanding of and sensitivity to different families' home language, culture, and values.	Always communicates respectfully with families and demonstrates understanding and appreciation of different families' home language, culture, and values. Is able to model this element.

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.	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.	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.	Proposes challenging, measurable professional practice, team, and student learning goals that are based on thorough self-assessment and analysis of student data.	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.

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. 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 and learning activities and/or inconsistently or inappropriately applies new learning to improve practice.	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.	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.

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 student performance and/or development.	Does not consistently collaborate with colleagues in ways that support productive team effort.	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.	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.
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.	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 whom responsibility is shared.	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.

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.	Consistently contributes relevant ideas and expertise to planning and decision making at the school, department, and/or grade level.	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.	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.	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.

Indicator IV-F. Professional Responsibilities: Is ethical and reliable, and meets routine responsibilities consistently.				
IV-F. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-F-1. Judgment	Demonstrates poor judgment and/or discloses confidential student information inappropriately.	Sometimes demonstrates questionable judgment and/or inadvertently shares confidential information.	Demonstrates sound judgment reflecting integrity, honesty, fairness, and trustworthiness and protects student confidentiality appropriately.	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.	Consistently fulfills professional responsibilities; is consistently punctual and reliable with paperwork, duties, and assignments; and is rarely late or absent from school.	Consistently fulfills all professional responsibilities to high standards. Is able to model this element.

APPENDIX C

Mentoring

The mentoring induction program shall be made available to all first year teachers in the Fall River School Department who are new to the profession, as well as, to any teacher where state regulations require such for licensure. The Fall River Public Schools will provide all documentation as required by state regulations regarding mentoring.

The Fall River School Committee and the Fall River Educators Association agree that the mentoring/induction program for new teachers and teachers new to the system shall be as follows:

1. The Committee and the Association shall establish a Joint Mentoring Review Committee. The Parties shall each appoint three (3) members to this committee. This committee shall be responsible for all aspects of gathering data and making recommendations to the parties relating to its findings in accordance with the needs of the district, staff and DESE requirements.
2. The Employer shall appoint a Mentor Coordinator who shall oversee the mentoring programs at all schools. If the number of partnerships exceeds forty (40) in a school year, the Coordinator shall be released from teaching duties half time for that school year. The Mentor Coordinator shall be compensated as listed in Appendix A.
3. Appointment to a mentor position shall be voluntary, but not automatic. The Assistant Superintendent for Curriculum and the Mentor Coordinator shall appoint mentors to partnerships. Mentor credentials will follow the DESE requirements. Mentors shall be trained or enrolled in a mentoring course before being appointed. Ideally, mentors will serve in no more than one (1) partnership at a time; however, in no case shall a mentor serve in more than two (2) partnerships at any one time. If service as a mentor ends during a school year, the compensation will be pro rated based on the number of school days of the school year served. Mentors shall be matched as closely as possible with their protégés according to proximity, grade level, discipline and other relational factors.
4. A mentor is an experienced, caring person whose knowledge and skills with people and the job assignment are made available to a less experienced person so that such person can more readily learn and succeed in his/her new responsibility. The mentor is respected in the school community. The mentor cannot serve while on an improvement plan. The mentor will assist the protégé in learning about the work setting, the key people and places, the traditions and the organizational culture, the district's expectations of its professional staff, the curriculum and other programs of the district, developing professional relationships, and instilling confidence by enhancing personal and professional development.
5. Appointed mentors shall be required to attend one (1) additional professional development day beyond the teacher work year, and up to four (4) additional after school meetings per year, as scheduled by the Coordinator. Such meetings shall not exceed two

(2) hours each. Mentor applicants shall be paid at their per diem rate for the day when requested to attend by the Coordinator, and at the hourly rate for any of the four (4) meetings the Coordinator requests they attend. Appointed mentors (those in a partnership) shall be compensated at the rate as listed in Appendix A. Such annual stipend shall increase each year at the same percentage rate as that applied to the Teacher Salary Schedule. The annual compensation for mentor applicants, who later become appointed mentors, shall not exceed the appointed mentor annual compensation. Appointed mentors shall earn the maximum number of PDPs allowed by DESE for their service.

6. On the secondary level, the mentor/protégé partnership shall be provided a minimum of one (1) common planning period every two (2) weeks. On the elementary level, the Employer will strive to provide the partnership with a minimum of one (1) common planning period every two (2) weeks. In addition, the mentor shall meet with the protégé a minimum of once a week beyond the regular school day. Observations by mentors shall be performed during common planning periods or during preparation periods (counted as two (2) hours), as determined by the mentor and the protégé. The protégé shall be provided up to three (3) opportunities per school year to observe models of effective teaching within the school building.
7. Alternatively members can serve in need-based small study groups (up to 5:1) for teachers new to the system who do not require formal mentorships as required by the DESE. Formation of partnerships is at the discretion of the CAO and Mentor Coordinator.
8. The mentor shall not formally evaluate the protégé. The mentoring partnership shall not be part of any performance evaluation process. The professional conversations, observations, notes, journals or logs between the mentor and the protégé relating to the partnership shall be confidential to the mentor and the protégé. Any such written material shall become the exclusive property of the protégé at the end of the school year or the end of the partnership whichever is earlier.
9. Mentoring shall start by September 30 or within two (2) weeks of the protégé's hire date, whichever is earlier. Mentors shall be paid the full amount listed in Appendix A regardless of when the partnership started as long as all the mentoring work has otherwise been completed.

APPENDIX D

**Memorandum of Understanding
Between
The City of Fall River and
Public Employee Committee**

It is agreed by and among the **City of Fall River ("City")** acting by and through its Mayor and the Public Employee Committee ("PEC") as follows:

I. Parties to the Memorandum

Parties to this Memorandum of Understanding (Memorandum) are:

- A. The City of Fall River, with a principal address of 1 Government Center, Fall River, MA referred to as the “City” from this point forward; and
- B. The Public Employee Committee referred to as the “PEC” from this point forward. The PEC includes a representative of each collective bargaining unit with the City and a retiree representative. Specifically, the PEC consists of the following representatives:

Bargaining Unit	Representative of each Collective Bargaining Unit
<i>School</i> AFSCME – American Federation of State, County, and Municipal Employees	Sandra St. Martin President of Local 1118 Sstmartin@fallriverschools.org
FREA - Fall River Educators Association	Rebecca Cusick, President president@fallrivereducators.org
FRAA - Fall River Administrators Association (Fall River Public Schools)	George Ackley, President gackley@fallriverschools.org
FRPPA – Fall River Federation of Paraprofessionals Fall River School Department	Patricia A. Demeule, President pdemeule@fallriverschools.org

FRCA –Fall River Clerical Association Fall River School Department	Elizabeth Lord-Correia, President elord@fallriverschools.org
SGVT - Director of Early Childhood Government Programs	Barbara Allard, ballard@fallriverschools.org
<u>City</u>	
Fall River Police Association Local 1854	Peter Da Luz, Treasurer, pdluz@comcast.net
Fall River Fire Fighters, Local 1314	James Cusick, Secretary, JWCHR1@comcast.net
Fall River Police Superior Officers’ Association	Joseph Castro, Union Vice-President, JosephECastro@comcast.net
AFSCME – American Federation of State, County, and Municipal Employees	Tracy Wright, President tracyw@fallriverma.org
Teamsters Local 251	Robert DeSoto, Union Steward Roc.ko@aol.com
LAW - Labor Advantage Workers (nurses and custodians)	Linda Saravo lsaravao@fallriverma.org
<u>Retirees</u>	Robert Camara, Rcamara16@verizon.net
Retirees Association	

C. City and PEC are hereinafter collectively “Parties”.

II. Purpose

The purpose of this memorandum is to specify and delineate the finalized understanding the City’s Health Plan Design (hereinafter “HPD”) between the City and the PEC, as duly ordained and authorized under section 21-23 of Massachusetts General Laws Chapter 32B. The parties to this memorandum agree to participate in this new HPD.

III. Term of the Memorandum

The effective date of this memorandum shall be July 1, 2014. The terms of this plan shall

remain in effect until June 30, 2018.

IV. Health Care Plan Benefits

After, a process deemed and agreed to have complied with the procedural process and requirements of Sections 21-23 of Chapter 32B of the General Laws, the City and the PEC have agreed that, effective August 1, 2014, the cost sharing features of the non-Medicare health plans (Blue Cross Blue Shield Blue Care Elect, Blue Choice, and Network Blue New England) offered by the City shall be changed. Effective August 1, 2014 the City will offer two (2) non-Medicare Plans. These plans are Blue Care Elect Deductible Plan and HMO Blue New England Health Options v.4. Furthermore the City will continue being a self-insured plan with Blue Cross. Effective August 1, 2014 retirees enrolled in Medex will be enrolled in the Blue CareRX (PDP) plan. (See attachments A, B and C for Plan Designs).

V. Amendment of the Memorandum

This memorandum may be amended at any time by mutual agreement of all the parties. Such amendments shall not be binding upon any party unless it is in writing and signed by personnel authorized to bind each of the parties.

VI. The City agrees that between August 1, 2014 and June 30, 2018 it will make no further changes to the HPD co-payments. The City further agrees that during that period it will make no changes to the contribution ratios (75% City contribution/25% Employee contribution) that apply to the HPD that it offers to its subscribers.

VII. The PEC signatories to this agreement attest to the fact that they are representative of their respective collective bargaining unit and deem all prerequisites to the execution of this agreement as deemed met.

VIII. It is agreed that the provisions of this agreement shall supersede any contrary provisions of any collective bargaining agreement and that all references to co-payments or other cost-sharing features in all collective bargaining agreements shall be null and void and shall be considered to be physically removed from such collective bargaining agreements to the extent they exist. The Parties agree as follows:

- a. The City and the IAC/PEC have the option to put the health plans out to bid in any plan year. The City may not implement the GIC plans unless the GIC cost savings is greater than 7.5% and the City follows the legislative process outlined in MGL Chapter 32B, Sections 21-23. This does not preclude the City from entering into a contract with other insurance companies for equivalent health care plans if the competitive bid process generates rates less than the BCBS renewal;
- b. Due to significant cost reduction in premium costs, the City will no longer pay the \$26.88 subsidy currently paid to eligible retirees;

- c. Effective August 1, 2014 the City shall implement the plan design changes set forth with Blue Cross Blue Shield of MA for active City employees and retirees. Active Employees and non-Medicare eligible employees will subscribe to the HMO Blue New England Health Options v.4. Employees who are currently enrolled in Blue Care Elect may choose to be grandfathered under the new Blue Care Elect Deductible Plan or enroll into the HMO Blue New England Health Options v. 4 plan. To be eligible to enroll in Blue Care Elect, any existing employee or newly hired employee and non-Medicare eligible retiree after 8/1/2014 must reside outside of the New England service area. Anyone currently enrolled in the Blue Care Elect Plan (PPO) will be grandfathered and can remain on the new PPO Deductible Plan regardless of their residency. Effective 8/1/14 active employees and non-Medicare eligible retirees must show proof of residency outside of New England to be eligible for Blue Care Elect Deductible Plan. (voter registration, tax return, utility bill, driver's license or other similar document). If you reside in the New England service area you must enroll in the HMO Blue New England Options v. 4 plan. Eligibility for the Blue Care Elect Deductible Plan extends to any subscriber that has a dependent residing outside New England.
- d. Retirees enrolled in Medex will be enrolled in the BlueCareRx (PDP) plan with a prescription drug tier of 10/20/35 with two times for mail order . A new card will be issued for the prescriptions;
- e. The City will continue to provide Fall River Meds/CanaRx with the following contribution shares:
 - i. August 1, 2014 – July 31, 2015: zero (0) percent employer and one hundred (100) percent employee, paid out of the Employee Trust Fund (employer's share of seventy-five (75) percent of cost to be reimbursed in accordance with VIII f-i below); and
 - ii. July 31, 2015 – June 30, 2018: seventy-five (75) percent employer and twenty-five (25) percent employee.
- f. The City shall provide mitigation as follows:
 - i. On 8/1/2015, the City shall reimburse to the Employee Trust Fund, their portion of the cost (seventy-five (75) percent of the contribution share) of CanaRx for 8/1/2014 through 7/31/2015;
 - ii. On 7/1/2016 the City shall provide \$750,000 to the Employee Health Care Mitigation Fund;
 - iii. On 7/1/2017 the City shall also provide an additional \$750,000 to the Employee Health Care Mitigation Fund;

- i. Any balance left over in the Employee Health Care Mitigation Fund at the end of a fiscal year shall rollover to the next fiscal year;
 - ii. The City's Insurance Advisory Committee ("IAC") shall determine how the Employee Health Care Mitigation Fund is used.
- g. Claims in any plan year shall be shared between the Employee Trust Fund and the Employer based on the current seventy-five (75) percent employer, twenty-five (25) percent employee split if the City terminates its self-insured plan and implements an insured plan;
 - h. An audit of the City's Health Insurance Accounts may be performed by an accountant selected by the IAC. The cost of the audit will be paid in full from the Employee Trust Fund;
 - i. The City will provide the monthly Employee Trust Fund account balance to the IAC and its designated consultant with all supporting documentation at the IAC's monthly meetings. The IAC will provide a detailed list of requested information in writing at a subsequent meeting;
 - j. Blue Cross Blue Shield MA shall provide twenty-six (26) informational sessions to bargaining unit members and retirees;
 - k. Should the IAC elect to establish a Healthcare Reimbursement Account (HRA) using funds from the Employee Health Care Mitigation Fund, the IAC and the City shall meet on or about January 1, 2016 to discuss each party's share of the administrative cost of the HRA.
 - l. The Insurance Advisory Committee meetings will be held when necessary but not less than monthly at the request of the Chairperson of the Insurance Advisory Committee, at which time the monthly financial records, Employee Trust Fund Bank Statements, and all reconciled reports of the Employee Trust Fund will be submitted.
 - m. The PEC/IAC may hire and assume the cost of its own Health Insurance Consultant to periodically analyze the City's health insurance plans.
 - n. If the City and IAC mutually agree, in accordance with Article V of this Agreement, to employ the same Health Insurance Consultant, then the City and IAC shall be responsible for seventy-five percent (75%) and twenty-five percent (25%) of the cost respectively. Should the city and the IAC not agree then both parties will assume 100% of the cost for their respective consultants.

ENTIRE AGREEMENT

This contract, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract

shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this agreement violates any statute or rule of law of the Commonwealth of Massachusetts it is considered modified to conform to that statute or rule of law.

THIS MEMORANDUM OF UNDERSTANDING, consisting of seven pages, is executed by the persons signing below who warrant that they have the authority to execute the Memorandum of Understanding.

City of Fall River

By: William A. Flanagan, Mayor Date

By: Cathy Ann Viveiros, City Administrator Date

By: Madeline Coelho, Director of Administrative Services/ Human Resources Date

By: Gary P. Howayeck, Esq., Office of the Corporation Counsel Date

Public Employee Committee:

School

AFSCME – American Federation of State, County, and Municipal Employees,
Through its Authorized Agent,

Sandra St. Martin, President of Local 1118 Date

FREA - Fall River Educators Association,
Through its Authorized Agent,

Rebecca Cusick, President

Date

FRAA - Fall River Administrators Association (Fall River Public Schools),
Through its Authorized Agent,

George Ackley, President

Date

FRPPA – Fall River Federation of Paraprofessionals Fall River School Department,
Through its Authorized Agent,

Judith Couto, Vice President

Date

FRCA –Fall River Clerical Association Fall River School Department,
Through its Authorized Agent,

Elizabeth Lord-Correia, Vice President

Date

SGVT - Director of Early Childhood Government Programs,
Through its Authorized Agent,

Barbara Allard

Date

City

Fall River Police Association Local 1854,
Through its Authorized Agent,

Peter Da Luz, Vice President

Date

Fall River Fire Fighters, Local 1314,
Through its Authorized Agent,

James Cusick, Secretary

Date

Fall River Police Superior Officers' Association,
Through its Authorized Agent,

Joseph Castro, Union Steward

Date

AFSCME – American Federation of State, County, and Municipal Employees,
Through its Authorized Agent,

Tracy Wright, Treasurer

Date

Teamsters Local 251,
Through its Authorized Agent,

Robert DeSoto, Union Steward

Date

LAW- Labor Advantage Workers (nurses and custodians),
Through its Authorized Agent,

Linda Saravo

Date

Retirees

Retirees Association,
Through its Authorized Agent,

Robert Camara

Date

APPENDIX E

Memorandum of Agreement

WHEREAS, the Fall River School Committee (hereinafter “the Employer”) and the Fall River Educators Association (hereinafter “the Association” and jointly, “the Parties”) have met for the purpose of resolving Massachusetts Labor Relations Commission case number MUP-06-4736,

NOW THEREFORE, the Employer and the Association agree that the above matter shall be resolved as follows:

- I.
 - A. For the purpose of this Section I, “displaced teachers” (also referred to as “the pool”) shall be defined as only those teachers whose positions were eliminated at the end of the 2005-2006 school year and who also participated in the displaced teacher pool bidding process held by the Parties on or about August 14, 2006.
 - B. The Employer shall provide a list of all existing and/or anticipated vacancies or openings in bargaining unit positions for September 1, 2007, which the Employer is aware of or should have been aware of by April 2, 2007 to all members of the pool and to the Association. It is understood that the list shall include vacancies created by pool members who bid other vacant positions. Positions held by pool members who opt to remain in such positions and not participate in this bidding process shall not be considered vacancies.
 - C. The Parties will jointly create a form for the individual members of the pool to make their selections for such vacancies in order of their preference; 1, 2 and 3. Any members of the pool who opt to remain in their current (2006-2007) position shall so indicate on the form provided and they shall have first preference for their positions. A section in the form will be provided for pool members to indicate their decision to remain in their current positions. All provisions of the Agreement will remain in full effect except as specifically provided herein. Pool members who opt for the selection process shall not be precluded from making their current position their second or third choice.
 - D. Pool members will make their selections or state their option and return their form to the office of the Superintendent by April 10.
 - E. Such displaced teachers shall be assigned to their 2007-2008 positions subject to the terms of the Collective Bargaining Agreement and this Memorandum of Agreement. The Parties agree that such process shall be as follows:
 1. The pool members who opt for the bidding process shall each indicate on the form their request to be assigned to specific vacant positions from the list in order their preference, first, second and third. Provided that the criteria listed in Section B of Article XI is substantially equal between

them, such teachers shall be assigned to such positions, for which they are certified/licensed, on the basis of their seniority, the most senior shall receive his/her highest preference and so on.

2. In any case in which a pool member is not assigned to the 2007-2008 position of his/her choice, in order of his/her highest preference, for any reason other than based on his/her seniority, the Employer will provide the reason, in writing, upon request of the teacher or the Association.
3. The Employer will notify pool members of their 2007-2008 assignments, in writing, within fifteen (15) business days after the last day of the submission period.

F. Any disagreement concerning the interpretation, meaning or application of the terms or provisions of Section I of this Memorandum of Agreement or the Collective Bargaining Agreement as it specifically relates to Section I, herein, which remains unresolved for a period of fifteen (15) school days, shall be promptly submitted to expedited arbitration under AAA rules, before Arbitrator Richard Boulanger, as provided in Article III, Level Four, Sections b, c and d of the Collective Bargaining Agreement.

II. Effective immediately following the process provided in Section I, above, the process for assignment of displaced teachers shall henceforth be as provided herein.

A. A "Displaced Teacher" shall be defined as a bargaining unit member whose position has been eliminated at a time when a vacancy(s) or opening(s) exists for which such bargaining unit member is qualified/licensed.

B. If the elimination of a position(s) results in creating a displaced teacher(s), the process of assigning such teachers to positions shall be subject to the Collective Bargaining Agreement and this Memorandum of Agreement, as follows:

1. The Employer shall notify all teachers in the effected school, grade, subject, department and/or area (hereinafter, all considered in the term "area") of the elimination of such positions, in writing, within ten (10) business days after it became aware or reasonably should have been aware of the elimination of such positions. Such notice shall also be provided to the Association. Teachers from the effected area may volunteer to become the displaced teacher. If there is no volunteer, and the criteria in Section B of Article XI is substantially equal between teachers, the least senior teacher in the effected area shall become the displaced teacher. Within ten (10) business days after the above notice was provided, displaced teachers will be notified, in writing, of their status. At the same time, the Employer will provide a list of the displaced teachers to the Association.

2. When the Employer becomes aware of an elimination of a position(s) it will immediately establish a temporary hiatus in filling vacant or open positions in all areas in which any displaced teacher(s) is certified/licensed. The Employer will provide a list of such existing or anticipated openings or vacancies in the areas in which the displaced teacher(s) is certified/licensed to such teachers and to the Association.
3. The Parties will jointly create a form for use in the displaced teacher bidding process. Displaced teachers shall use the form to bid for the vacancies on the list in order of the individual teacher's preference, first, second and third. Provided that the criteria listed in Section B of Article XI of the Agreement is substantially equal between teachers, they shall be assigned to such positions for which they are certified/licensed on the basis of their seniority, the most senior shall receive his/her highest preference, and so on. Displaced teachers will be provided a minimum of five (5) business days and a maximum of ten (10) business days, as designated by the Employer, to complete the bidding form and submit it to the office of the Superintendent or his/her designee.
4. In any case in which a displaced teacher is not assigned to the vacant position of his/her choice, in order of his/her highest preference, for any reason other than based on his/her seniority, the Employer shall provide the reason, in writing, upon request of the teacher or the Association. Teachers will be notified of their assignments, in writing, within ten (10) business days following submission of the bidding form.
5. When the above bidding process is concluded, the hiring hiatus will end.
6. The employer may fill any vacancies in positions for which no displaced teacher is certified/licensed during the hiatus period.
7. Any grievance arising out of an alleged violation of this Memorandum of Agreement shall be processed through all levels of the grievance/arbitration procedure, Article III, in an expeditious manner.

- III. 1. If a simple majority of Title I teachers so vote, all such teachers shall be accreted into the bargaining unit. If so, Article I shall be amended by moving the words "Title I" from their present position in the sentence and placing such words after the words "teaching profession".
2. The Parties will agree to a neutral election observer.
3. All Title I teachers shall enter the bargaining unit with the same seniority date which shall be the date of the election. Their individual seniority within that date shall be determined by the initial date of hire in continuous employment as a teacher or Title I teacher in the Fall River Public Schools.

IV. The Association shall promptly withdraw Case Number MUP-06-4736, grievance #06-04 and grievance #06-05 with prejudice to this Memorandum of Agreement.

APPENDIX F

Memorandum of Agreement

Resolution of a Grievance Related to the Implementation of Expanded Learning Time

WHEREAS, the Fall River School Committee (hereinafter “the Employer”) and the Fall River Educators Association (hereinafter “the Association” and jointly “the Parties”) have met for the purpose of resolving a grievance filed at the beginning of the 2006 – 2007 school year concerning the implementation of Expanded Learning Time Grant (hereinafter “ELT”) in the designated schools and the requirement for the Joint ELT Committee to meet meaningfully and timely to any such implementation and make recommendations to the Parties, where appropriate,

NOW THEREFORE, the Employer and the Association agree as follows:

1. The Employer and the Association both agree to adhere to and enforce the terms and provisions of the Collective Bargaining Agreement. The Parties also agree to adhere to and enforce any duly authorized Memorandum(s) of Agreement concerning mandatory subjects related to a designated ELT Grant school(s). There shall be no change to any terms or provisions of the Collective Bargaining Agreement for employees assigned to schools which are not specifically designated by the Parties as ELT Grant Schools. Except by specific written agreement by the duly authorized representative(s) of the Parties, no agreement to change or modify any terms or provisions of the Collective Bargaining Agreement shall remain in effect beyond the termination of the ELT Grant in any school.
2. A Joint ELT Committee shall be established immediately by the Parties. Each respective Party shall appoint up to ten (10) persons to serve on the Joint ELT Committee. Such Committee shall begin meeting no later than thirty (30) calendar days following the execution of this Memorandum of Agreement. The Joint ELT Committee shall review, discuss and recommend all matters relating to hours and terms and conditions of employment in which change or modification is contemplated in a specifically designated ELT school(s). Recommendations of the Joint ELT Committee shall be presented to the Parties in an expeditious manner following its reaching consensus.
3. The Grievance Procedure for all grievances specifically relating to ELT designated schools shall be as follows:
 - a. All provisions, terms and definitions of Article III, Grievance Procedure, shall remain in full force and effect, except as specifically modified as provided herein.
 - b. Level One
Nothing in this procedure shall be construed as precluding or requiring a

teacher and the Association from meeting informally prior to Level One in an effort to resolve the grievance. A teacher or the Association will present the grievance to the Principal or immediate supervisor, in writing. The Principal or immediate supervisor will meet in an effort to resolve the grievance with the teacher (and representative) or the Association within five (5) days after receipt of the grievance. If the grievant or the Association is not satisfied with the disposition of the grievance, or no decision has been rendered, in writing, within five (5) days after such meeting or within ten (10) days following submission of the grievance if no meeting was held, the grievant and/or the Association may advance the written grievance to Level Two, the Superintendent, within five (5) days thereafter.

c. Level Two

The Superintendent or his/her designee shall meet with the Grievant (and representative) or the Association in an effort to resolve the grievance within ten (10) days following receipt of the grievance at this Level. If the grievant and/or the Association is not satisfied with the disposition of the grievance or no written decision is rendered within five (5) days following such meeting or fifteen (15) days after submission at this Level, if no meeting was held, the grievance may be advanced to Level Three, the School Committee, within five (5) days thereafter.

d. Level Three

The Grievance Sub-Committee of the School Committee shall meet with the grievant (and representative) and/or the Association, in executive session, within fifteen (15) days following receipt of the grievance at this Level, in an effort to resolve the grievance. If the Association is not satisfied with the disposition of the grievance or no written decision is rendered at Level Three within the following time limits: 1.) ten (10) days following the next school Committee meeting or, 2.) If there is no School Committee meeting held within such month, then (20) days following the meeting Level Three. If the Sub-Committee does not meet with the grievant and/or the Association at Level Three, the Association may advance the grievance to Level Four, arbitration, within twenty (20) days after the expiration of the fifteen-day time limit for the meeting at Level Three.

e. Arbitration

The Association shall notify the School Committee, in writing, of its intent to advance the grievance to arbitration within the time limits specified above. Promptly thereafter, the Association shall contact Arbitrator Richard Boulanger to request that he supply dates to the Parties for their consideration for the hearing of the grievance. The hearing shall be conducted under the Rules of the American Arbitration Association. If Arbitrator Boulanger is not available or cannot offer a commitment within

a reasonable time, the grievance will be filed with the American Arbitration Association. The decision of the Arbitrator will be final and binding upon the Parties.

4. This Agreement shall constitute a resolution to all claims of the Association specifically relating to the ELT schools during the 2006-2007 school year, without prejudice or precedent. This Agreement shall not be construed to be a waiver of any legal or contractual rights of either party. The Joint ELT Committee will recommend any changes to any provisions of the Collective Bargaining Agreement to the Parties for their respective consideration. There will be no unilateral implementation of any mandatory subjects. Based on the considerations specified herein, the Association shall withdraw the instant grievance forthwith.

APPENDIX G

Memorandum of Agreement Regarding the MMSI Grant for the AP Training and Award Program

The Fall River School Committee (Committee) and the Fall River Educators Association (Association) agree to the following philosophy regarding the Advanced Placement program.

The parties agree to support the program and will work together to encourage students to take Advanced Placement classes. Both the Committee and the Association believe that the additional professional development opportunities offered by the Massachusetts Mathematics and Science Initiative Program will benefit teachers at the high school.

The Agreement should not be interpreted in any way as Association support of, or intent to tie faculty and/or staff compensation to students' performance on standardized tests and/or pay for performance. The Committee shares the Association's view that the measurement of student achievement cannot be captured in a single test.

The parties, therefore, agree to the following:

1. The positions associated with the MMSI program: Advanced Placement Teacher, advanced Placement Lead Teacher and any other teacher positions receiving additional compensation through this program will be posted and filled in accordance with *Article XI – Vacancies and Transfers* of the current contract between the Fall River School Committee and the Fall River Educators Association.
2. Job descriptions for Lead Teacher positions will be discussed between the parties in advance of implementation.
3. Fall River teachers participating in this program shall be considered employees of the Fall River Public Schools and thus have the benefits and protections provided under the FREA agreement and the Massachusetts General Laws.
4. As employees, the teachers participating will be paid at their contractual stipend rate for any work they perform beyond the regular school week/day associated with the MMSI program. Payment will be made during the 2009-2010 school year and each school year thereafter.
5. It is the position of the FREA that any additional compensation paid to participating teachers will be donated by MMSI to a revolving account maintained by the Committee. The distribution of these funds to general education support will be decided by a committee of five (5) teachers and two (2) administrators located at the high school.* The Fall River Public School does not agree with this position.
6. The estimated time requirements for participating AP teachers shall be

as follows:

5 day College Board Training	35 hours.
2 day local training	14 hours
3 Saturday student prep sessions	21 hours
4 vertical team meetings	8 hours

7. The parties agree that the performance evaluation of AP teachers participating in this Grant shall be conducted consistent with the Agreement and the “Professional Employees Evaluation System”.
8. The position of “Lead Teachers” will be posted and revised, as necessary, as stated in paragraph 2 above. In addition, Article I, Recognition will be amended to include the “Lead Teacher” position.
9. Teachers participating in the Grant, may be required to sign a “Letter of Acknowledgment” each year of the grant, provided, however, that the “Letter of Acknowledgment” cannot conflict with the terms of this Memorandum and the Agreement.
10. The parties agree that neither side is waiving current or future collective bargaining rights nor will this agreement in any way set any precedent for future agreements.

*See Tentative Agreement Above

APPENDIX H
Agreement Between
The Fall River School Committee
and the
Fall River Educators Association
For The Doran School
Transition From Level 4 to Level 2

Whereas, the Fall River School Committee (hereinafter, “the Employer”) and the Fall River Educators Association (hereinafter, “the Association” and jointly, “the Parties”) have met for the purpose of bargaining modifications to the Collective Bargaining Agreement to address the transition from Level 4 to Level 2 status of the John Doran Elementary School,

Now Therefore, the Parties agree as follows:

The Collective Bargaining Agreement between the Fall River School Committee (“the Committee”) and the Fall River Educators Association shall be modified only as specifically provided herein, to address subjects related to the transition from Level 4 to Level 2 Status of the Doran School.

1. Work-Day, Work Year and Schedule
 - A. The Principal of the Doran School shall establish the master schedule.
 - B. Work Day and Work Year (contingent upon agreement on compensation)
 - i. The teacher work day shall be 7:55 – 3:27. The Principal shall select one day of the week and on that day each week students shall be dismissed at 2:22 P.M.
 - ii. The schedule shall be scheduled for bargaining unit members at the beginning of the school year as follows:
 - a. School Years 2013-2014, 2014-2015, 2015-2016:
 - On three (3) early student dismissal days per month, the non-student time hour shall be administratively directed. One meeting hour (Article V, Section G) may be added to create a two-hour meeting opportunity (2:27 to 4:27) each of two early student dismissal days per month. The third administratively directed hour will end at the end of the regular teacher work day. The agenda for all such time shall be provided to the Association in writing prior to each common planning time.

- One (1) early student dismissal day per month shall be for teacher-initiated common planning time. An agenda will be established and minutes maintained for Principal review.

b. The manner in which early student dismissal days per month will be scheduled will be announced in the master schedule each year.

iv. The master schedule for the next school year will be provided to bargaining unit members by May 1 each year.

2. Professional Development

A. Employees at the Doran School may be required to attend up to five (5) consecutive week days beyond the regular work year as provided in Article V, Section B of the Agreement for professional development. Such days shall not be scheduled before August 12 or during the week before Labor Day weekend. The schedule for days under this section will be provided to teachers, in writing, by February 15, each year. Compensation for professional development days scheduled under this section only shall be as provided in Appendix A, Section 2, Evening School, Summer School, Tutoring, Intramurals and Committee Work. Prior to April 1, 2015, the parties shall meet to bargain over this provision and its possible application to the 2015-2016 school year.

B. The content and schedule of all professional development, including administratively assigned early student dismissal days, shall be established by the Principal after consultation with the professional staff. The Parties agree to encourage teacher input in planning and feedback on professional development with an emphasis on job-imbedded processes.

C. Teachers may model (peer modeling/observation) up to three (3) lessons per school year for fellow employees. A minimum of fourteen (14) days notice will be provided to the modeling teacher for each such lesson.

D. Each employee may receive up to three (3) school business days per school year to visit classrooms of high achieving schools to share best practices. Teachers shall request such visitation days and approval will be at the discretion of the Principal.

3. Planning/Assessments

A. Teachers shall collaboratively create individual formative intervention plans based upon classroom assessments for Standards Based Units of instruction for those students who are below proficiency.

B. When the software is available on individual teachers' computers and they are trained, teachers shall use standards-based report cards for student grades.

- C. Subcommittees of teachers and administrators shall be established to develop lesson plan frameworks for the following: Specialists, Kindergarten through Grade 5, and Grade 6 through Grade 8.

4. Staffing

- A. Teachers at the Doran School may “opt out” by February 1 for the next school year. A teacher’s request to “opt out” is conditioned upon a licensed teacher replacement selected by the principal to “opt in” to fill the position.
- B. Any teacher at the Doran School who has elected to “opt out” as provided in Section A, above shall be placed on the “displaced teacher list”, or if there are no vacancies, shall be considered “RIF”ed as provided in Article XXXI, Section B.2. of the Agreement.
- C. Vacancies at the Doran School shall not be eligible for placement on the “displaced teacher” vacancy list, unless such a Doran School vacancy is a vacancy of “last resort” for a teacher on the displaced teacher list. “Last resort” means there is no other vacancy in the District which the displaced teacher can fill as provided by “displaced teacher provisions” of the Agreement. This provision shall expire on June 30, 2016.

5. Compensation

- A. The regular salary for bargaining units members at the Doran School shall be their regular salary as provided in Appendix A, plus \$8,000.00. In a schedule like that for the Expanded Learning Program scale in the Appendix.

6. Duration

This Agreement shall be effective from September 1, 2013 – August 31, 2016.

7. Teacher Career Ladder Program at the Doran School

The Training and Career Ladder shall expire on June 30, 2014.

The purpose of the Teacher Career Ladder Program (TCLP) is to recognize the enhancement activities undertaken by educators at the Doran School.

All Career Ladder responsibilities will be academic in nature and shall directly and obviously relate to the improvement of programs and services for students as outlined in the Doran School Improvement Plan, Redesign Plan, Professional Development Plan, or other instructional improvement in the Fall River Public School.

The district shall compensate qualified, participating teachers with annual stipends of

\$1,000 for Stage I, \$2,500 for Stage II or \$4,500 for Stage III. These stipends shall be in addition to the regular salary paid to the teacher by the Doran School's salary schedule.

Stage I

1. Minimum of three (3) years teaching experience in Massachusetts Public Schools.
2. Teacher Evaluation – the educator shall have performed at the proficient level or above on at least 90% of the criteria on the most recent final evaluation instrument.
3. Have appropriate Massachusetts licensure, including ESL or SEI training.
4. At the beginning of the year, have developed in collaboration with the educator's evaluator, a Career Development Plan (CDP) that contains responsibilities that the educator will assume in order to receive his/her Career Ladder stipend. The educator will complete a minimum of 2 responsibilities (see attached). The district shall designate at this point the number of hours not to exceed 40, recommended for Stage I. The educator shall relate each responsibility to an identified plan or other instructional improvement.
5. Educators participating on Stage I of the Career Ladder will also show evidence of 9 hours college credit above the Bachelor's degree that directly relate to their teaching area or prepares them for additional certification.

Stage II

1. Minimum of six (6) years teaching experience in Massachusetts public schools.
2. Teacher Evaluation – the educator shall have performed at the proficient level or above on at least 90% of the criteria on the most recent final evaluation instrument.
3. Have appropriate Massachusetts licensure, including ESL or SEI training.
4. At the beginning of the year preceding Stage II, the Career Ladder educator will identify, in collaboration with the educator's evaluator, a Career Development Plan (CDP) that contains responsibilities that the educator will assume in order to receive his/her Career Ladder stipends. The educator will complete a minimum of three (3) responsibilities (see attached). The educator shall relate each responsibility to an identified plan or other instructional improvement.
5. Educators participating on Stage II the Career Ladder also show evidence of 15 hours college credit above the Bachelor's degree that directly relate to their teaching area or prepare them for additional certification.

Stage III

1. Minimum of eight (8) years teaching experience in Massachusetts public schools.

2. Teacher Evaluation – the educator shall have performed at the proficient level or above on 90 % of criteria on the most recent final evaluation instrument.
3. Have appropriate Massachusetts licensure, including ESL or SEI training.
4. At the beginning of the year preceding Stage III, the Career Ladder educator will identify, in collaboration with that educator’s evaluator, a Career Development Plan (CDP) that contains responsibilities that the educator’s evaluator, a Career Development Plan (CDP) that contains responsibilities that the educator will assume in order to receive his/her Career Ladder stipend. The educator will complete a minimum of three (3) responsibilities (see attached). The educator shall relate each responsibility to an identified plan or other instructional improvement.
5. Educators participating on Stage III of the Career Ladder also show evidence of a Master’s degree or 30 hours college credit above the Bachelor’s degree that directly relate to their teaching area or prepare them for additional certification.

Other Educational Activities

Other educational activities which could qualify for Career Development Plan initiatives, subject to the approval of the Principal or Evaluator.

Add initiatives which were very school specific, but not otherwise compensated.

8. Duration

This Agreement shall be effective from July 1, 2013 through June 30, 2016.

TABLE 1: INSTRUCTIONAL LEADERSHIP PATH

INSTRUCTIONAL LEADERSHIP ROLE	COURSE WORK & FIELD EXPERIENCE
1. Community Liaisons identify businesses, cultural organizations, youth agencies, and other community-based organizations and with whom the schools may partner and identify other resources to support student learning. ▲	<ul style="list-style-type: none"> • Identification of and collaboration with community-based organizations • Grant writing skills and strategies, oral and written communication skills
2. Content/Instructional Coaches guide teachers in the use of curriculum materials and instructional strategies; in addition to demonstrated expertise in the content area.	<ul style="list-style-type: none"> • Presentation, facilitation, coaching skills • Broad repertoire of instructional methods
3. Curriculum Developers guide the development of local curriculum adoption and adaptation with state or national standards and identify appropriate instructional materials and strategies.	<ul style="list-style-type: none"> • Curriculum models and design • Models of teaching
4. Data Analysts read and interpret a variety of indicators of student, school, and district performance. ▲ ❖	<ul style="list-style-type: none"> • Use and analysis of multiple measures of assessment • Use of school data as a means of informing curriculum and instruction decisions
5. Family Engagers work with parents and families through two-way communication between the school and home to create more home-like schools and school-like homes. ▲ ❖	<ul style="list-style-type: none"> • Effective engagement of parents and families from different ethnic, linguistic, cultural and socioeconomic groups • Cultural competence
6. Induction Leaders plan, develop, and instruct Resident Teachers through onsite seminars, workshops, and courses addressing specific learning needs.	<ul style="list-style-type: none"> • Presentation, facilitation, and coaching skills, group process strategies • Topics related to new teacher orientation, induction and mentoring
7. Mentors observe and conference with Resident Teachers through at least their two years of practice through frequent one-on-one or small group sessions; provide feedback and assistance about classroom and professional practice.	<ul style="list-style-type: none"> • Facilitation and coaching practices • Formative assessment strategies, classroom observation techniques
8. New Teacher Developers work with pre-service teachers completing their field experiences by making connections between classroom observations and the content of teacher preparation program courses.	<ul style="list-style-type: none"> • Facilitation and coaching practices with new educators • Connection of PreK-12 practice with teacher preparation program requirements
9. Peer Assistants provide intense one-on-one support to veteran educators identified as needing assistance in improving their practice.	<ul style="list-style-type: none"> • Facilitation and coaching practices with veteran educators • Formative assessment strategies, classroom observation techniques
10. Staff Developers plan, develop and present professional learning experiences based on identified needs. ❖	<ul style="list-style-type: none"> • Development of adult learning experiences • Presentation, facilitation and coaching skills
▲ Role included in School Principal preparation. ❖ Role included in School Superintendent preparation.	

APPENDIX I
Agreement Between
The Fall River School Committee
and the
Fall River Educators Association
For The Watson School
Level 4

Whereas, the Fall River School Committee (hereinafter, “the Employer”) and the Fall River Educators Association (hereinafter, “the Association” and jointly, “the Parties”) have met for the purpose of bargaining modifications to the Collective Bargaining Agreement to address the Level 4 status of the Watson Elementary School,

Now Therefore, the Parties agree as follows:

The Collective Bargaining Agreement between the Fall River School Committee (“the Committee”) and the Fall River Educators Association shall be modified only as specifically provided herein, to address subjects related to the Level 4 designation of the Watson School.

1. Work-Day, Work Year and Schedule
 - A. The Principal of the Watson School shall establish the master schedule.
 - B. Work Day and Work Year
 - i. The Principal shall schedule the work-day and the work year for bargaining unit members at the Watson School.
 - ii. Effective February 24, 2014 through the end of the 2013-2014 school year, the teacher work day shall be 7:50 – 2:57. Also effective February 24, 2014 through the end of the 2013-2014 school year, the Principal shall select one day of the week and on that day, each week students shall be dismissed at 1:57 PM and the teacher work day shall end at 3:27 PM. For the 2014-2015 and 2015-2016 school years, the teacher work day shall be 7:50 – 3:32. For the 2014-2015 and 2015-2016 school years, the Principal shall select one day of the week and on that day each week students shall be dismissed at 2:27 P.M and the teacher work day shall end at 3:57 PM. Time previously allotted for after school meetings held in compliance with Article V, Section G of the Collective Bargaining Agreement shall be used to provide opportunities of ninety (90) minutes of professional development on early student release days.
 - iii. The manner in which early student dismissal days per month will be scheduled will be announced in the master schedule each year.

- iv. The number and length of preparation periods per week shall not be reduced from what is provided in the Collective Bargaining Agreement.
- v. The master schedule, which shall include the early student dismissal days meeting schedule, for the remainder of the school year 2013-2014 shall be provided to bargaining unit members within thirty (30) calendar days following the execution of this Agreement. Thereafter, the master schedule for the following school year will be provided to bargaining unit members by May 1, each year.
- vi. Parent-Teacher Conferences

All teachers will engage in frequent contact with parents and will arrange for individual parent/teacher conferences in the fall, winter and spring.

2. Professional Development

- A. Prior to the 2014-2015 school year, employees at the Watson School may be required to attend up to ten (10) week days beyond the regular work year as provided in Article V, Section B of the Agreement for professional development. The ten (10) week days shall be scheduled in blocks of five (5) consecutive week days. One block of five (5) consecutive weekdays shall be half days. The other block of five (5) consecutive weekdays shall be full days. The schedule for days under this section will be provided to teachers, in writing, by February 15, each year. Compensation for professional development days scheduled under this section only shall be as provided in Appendix A, Section 2, Evening School, Summer School, Tutoring, Intramurals and Committee Work.
- B. Prior to the 2015-2016 school year, employees at the Watson School may be required to attend up to five (5) consecutive week days beyond the regular work year as provided in Article V, Section B of the Agreement for professional development. The schedule for days under this section will be provided to teachers, in writing, by February 15, each year. Compensation for professional development days scheduled under this section only shall be as provided in Appendix A, Section 2, Evening School, Summer School, Tutoring, Intramurals and Committee Work.
- C. The content and schedule of all professional development, including administratively assigned early student dismissal days, shall be established by the Principal after consultation with the professional staff. The Parties agree to encourage teacher input in planning and feedback on professional development with an emphasis on job-imbedded processes.
- D. Teachers may be expected to model (peer modeling/observation) up to three (3) lessons per school year for fellow employees. A minimum of fourteen (14) days notice will be provided to the modeling teacher for each such lesson.

- E. Each employee may receive up to three (3) school business days per school year to visit classrooms of high achieving schools to share best practices. Teachers shall request such visitation days and approval will be at the discretion of the Principal.
3. Planning/Assessments
- A. Lesson plan templates and forms used for intervention plans shall be developed by the Principal in conjunction with the Instructional Learning Team at Watson School. These forms may be revised at any time via the process outlined in this provision.
4. Staffing
- A. Teachers at the Watson School may “opt out” by February 15 for the next school year. A teacher’s request to “opt out” is conditioned upon a licensed teacher replacement selected by the principal to “opt in” to fill the position.
 - B. In recognition of the fact that there exists some urgency in the turnaround process for student achievement at the Watson School, the Parties agree to the following:
 - The Principal may “opt out” a teacher to another school. Notification by the Principal to administratively “opt out” a teacher shall be made, in writing by March 1 for the next school year.
 - C. Any teacher at the Watson School who has elected to “opt out” as provided in Section A, above, or who has been “opted out”, as provided in Section B, above, shall be placed on the “displaced teacher list”, or if there are no vacancies, shall be considered “RIF”ed as provided in Article XXXI, Section B.2. of the Agreement.
 - D. Vacancies at the Watson School shall not be eligible for placement on the “displaced teacher” vacancy list, unless such a Watson School vacancy is a vacancy of “last resort” for a teacher on the displaced teacher list. “Last resort” means there is no other vacancy in the District which the displaced teacher can fill as provided by “displaced teacher provisions” of the Agreement.
5. Evaluation
- A. The Evaluation Handbook shall be used in full force and effect at Watson School.
6. Compensation
- A. Effective February 24, 2014 through the end of the 2013-2014 school year, the

regular salary for bargaining unit members at the Watson School shall be their regular salary as provided in Appendix A, plus compensation based on a pro rata application of the \$4,000 per annum rate in the Collective Bargaining Agreement for thirty (30) minutes worked beyond the regular contractual work day. For the 2014-2015 and 2015-2016 school years, the regular salary for bargaining unit members at the Watson School shall be their regular salary as provided in Appendix A, plus \$8,000.00 These changes in salary shall be codified in the salary scales of Appendix A.

7. Change to the Plan

The Employer (Superintendent) and Association reserve the right to request to bargain over subjects not addressed in this Memorandum of Agreement during the term of this Agreement.

8. Duration

Once the Watson School loses its designation as “underperforming” this Memorandum of Agreement will cease to be in effect and all changes in working conditions and changes in the Collective Bargaining Agreement established by the turnaround plan shall no longer apply. All of the terms and provisions of the Collective Bargaining Agreement will return to full force and effect status. Notwithstanding the above, this Memorandum of Agreement shall be effective only for the three years this turnaround plan is in effect (consistent with Section 3 (i) of the Act Relative to the Achievement Gap).

APPENDIX J

Ad-Hoc Committees

The parties shall create or maintain the following sub-committees:

- A. Evaluation: this sub-committee is to continue to develop the new evaluation system under new DESE Regulations.
- B. IEPs: this sub-committee will convene quarterly to address the issues of improving X2, or any other electronic system, for use in IEPs, the number of IEPs, and releasing teachers to attend IEP meetings. In addressing these issues, the sub-committee shall make recommendations in accordance to state and federal laws and regulations.
- C. Respectful Workplace: this sub-committee will continue to convene to create a policy for a respectful workplace.
- D. Mentoring Compliance Committee: this sub-committee will convene quarterly to address compliance with state required mentoring programs for second and third year teachers.

APPENDIX K
MEMORANDUM OF AGREEMENT
For the Morton School

Agreement entered to the 14th day of August, 2013, by and between the Fall River School Committee (“School Committee”) and the Fall River Educators’ Association (“FREA”).

WHEREAS, the FRSC and the FREA have reached an agreement as to expanding the teacher workday at Morton Middle School and whereas, the parties wish to memorialize the terms and conditions of their Agreement.

NOW, THEREFORE, in consideration of the terms and provisions of this Agreement, the parties agree as follows:

COMPENSATION

The regular salary for bargaining unit members at the Morton Middle School shall be their regular salary as provided in Appendix A, plus a stipend of four thousand dollars (\$4,000). The stipend shall constitute compensation for an extended workday of thirty (30) minutes per day totaling ninety (90) additional hours per school year.

Upon the expiration of the 21st Century Grant this Memorandum of Agreement will cease to be in effect and all changes in working conditions and changes in the Collective Bargaining Agreement shall no longer apply. All the terms and provisions of the Collective Bargaining Agreement will return to full force and effect status. This Memorandum of Agreement shall be effective only for three (3) years the 21st Century Grant is in effect.

STAGGERED START AND END TIME

- A. The Principal of the Morton Middle School shall schedule the Workday for bargaining unit members at the Morton Middle School. The Principal will take into consideration the scheduling preferences of the individual bargaining unit members in making scheduling decisions. Assignment to a staggered start and end time schedule, to the /extent possible, shall be voluntary.
- B. The teacher workday shall be staggered. A teacher’s workday shall be either 7:15 A.M. to 2:45 P.M. or 8:15 A.M. to 3:45 P.M.
- C. During the 2013-2014 school year, bargaining unit members shall be notified prior to the start of the school year of assignment to the staggered time schedule. Thereafter, teachers will be notified by July 15 of assignment to a staggered time schedule for the following school year. Each such notice shall indicate the starting and ending times of the schedule.
- D. Teachers at the Morton School who participate in enhanced learning opportunities shall be compensated at the rates below in addition to the stipend rates in Article V, Section L and consistent with Salary Scales B, L, V and FF in Appendix A. The enhanced learning work shall be countable and eligible for MTRS as regular compensation. The enhanced

learning work shall also be included in calculating sick leave compensation.

	1 Day per Week	2 Days per Week	3 Days per Week	4 Days per Week	5 Days per Week
1 Semester	\$ 750	\$ 1,500	\$ 2,250	\$ 3,000	\$ 3,750
2 Semesters	\$ 1,500	\$ 3,000	\$ 4,500	\$ 6,000	\$ 7,500

STAFFING

Teachers at Morton Middle School may “opt out” by February 1 (commencing February 1, 2014) for the next school year. A teacher’s request to “opt out” is conditioned upon a licensed teacher replacement selected by the principal to “opt in” to fill the position.

ELT COMMITTEES

The FREA shall have the right to designate a bargaining unit member(s) to any ELT Planning Committee.

OUTSIDE VENDORS

The Administration shall have the right to contract with outside vendors for the purpose of performing teaching and/or non-teaching duties at the hourly rate of not more than thirty dollars (\$30.00).

NON-UNION NEGOTIATIONS

The Fall River School Committee agrees that there shall be no wage increase for non-union personnel until the transportation budget issues are resolved. With respect to non-union personnel, the FREA shall be given first consideration for any wage increase.

MODIFICATIONS TO THE DORAN LEVEL 4 AGREEMENT

This provision has been superseded by Article V, Section L of the Collective Bargaining Agreement.

SALARY SCHEDULE

All affected salary scales shall be updated in the Collective Bargaining Agreement in accordance with this Agreement.

Their duly authorized representative(s) of the Parties affix their signatures hereto to attest to their agreement to his Memorandum of Agreement.

FOR THE COMMITTEE:

FOR THE ASSOCIATION:

Date: _____

Date: _____