AGREEMENT

Between the

FALL RIVER, MASSACHUSETTS

SCHOOL COMMITTEE

and the

FALL RIVER, MASSACHUSETTS

EDUCATORS' ASSOCIATION

September 1, 2024 – August 31, 2027

Table of Contents

ARTICLE I 1

RECOGNITION 1

ARTICLE II 2

NEGOTIATION PROCEDURE 2

ARTICLE III 3

GRIEVANCE PROCEDURE 3

ARTICLE IV 7

SALARY 7

ARTICLE V 8

TEACHING HOURS AND TEACHING LOAD 8

ARTICLE VI 18

CLASS SIZE and Caseloads 18

ARTICLE VII 20

SPECIALIST AND SPECIAL PROGRAMS 20

ARTICLE VIII 20

NON-TEACHING DUTIES 20

ARTICLE IX 22

TEACHER EMPLOYMENT 22

ARTICLE X 23

TEACHER ASSIGNMENT 23

ARTICLE XI 25

TRANSFERS AND VACANCIES 25

ARTICLE XII 27

PROMOTIONAL VACANCIES 27

ARTICLE XIII 27

POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, AND UNDER FEDERAL PROGRAMS 27

ARTICLE XIV 28

TEACHER EVALUATION 28

ARTICLE XV 29

TEACHER FACILITIES 29

ARTICLE XVI 31

USE OF SCHOOL FACILITIES 31

ARTICLE XVII 31

SUBSTITUTE TEACHERS 31

ARTICLE XVIII 32
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL DEVELOPMENT 32
ARTICLE XIX 34
PROTECTION 34
ARTICLE XXI 35
INSURANCE AND ANNUITY PLAN 35
ARTICLE XXII 36
MATERIALS, TECHNOLOGY, AND CURRICULUM 36
ARTICLE XXIII 36
GENERAL 36
ARTICLE XXIV 40
AGENCY FEE 40
ARTICLE XXV 41
SICK LEAVE 41
ARTICLE XXVI 44
SABBATICAL LEAVES 44
ARTICLE XXVII 45
SUPERVISING OF STUDENT TEACHERS 45
ARTICLE XXVIII 45
CONSULTATION PROCEDURE 45
ARTICLE XXIX 46
SCHOOL COMMITTEE RIGHTS 46
ARTICLE XXX 46
TEACHER EVALUATION OF ADMINISTRATORS 46
ARTICLE XXXI 46
REDUCTIONS IN FORCE 46
ARTICLE XXXII 48
SICK LEAVE BANK 48
ARTICLE XXXIII 50
PERSONAL LEAVE 50
ARTICLE XXXIV 50
OUR CITY, OUR KIDS: JOINT LABOR MANAGEMENT COLLABORATIVE COMMITTEES 50
Article XXXV 51
PARENTAL LEAVE BANK 51
ARTICLE XXXVI 53

DURATION 53
APPENDIX A 54
TEACHERS' SALARY SCHEDULE 54
APPENDIX A-2 61
LONGEVITY 61
STIPENDS 72
APPENDIX B 72
FALL RIVER PUBLIC SCHOOLS - TEACHER EVALUATION 74
APPENDIX B-1 79
Overview 79
APPENDIX B-2 81
EVALUATION CYCLE 81
APPENDIX B-3 82
DEFINITIONS 82
APPENDIX B-4 86
EVALUATION TRAINING AND ORIENTATION 86
APPENDIX B-5 87
SELF-ASSESSMENT 87
APPENDIX B-6 88
GOAL SETTING 88
APPENDIX B-7 90
PLAN DEVELOPMENT 90
APPENDIX B-8 94
COLLECTION OF EVIDENCE 94
APPENDIX B-9 97
OBSERVATIONS 97
APPENDIX B-10 101
EVIDENCE USED IN EVALUATION 101
APPENDIX B-11 102
FORMATIVE EVALUATION 102
APPENDIX B-12 105
SUMMATIVE EVALUATION 105
APPENDIX B-13 108
SHORT-TERM INTERVENTION 108
APPENDIX B-14 109

TIMELINE- *(Subject to Change Each Year)* 109
APPENDIX B-15 110
GENERAL PROVISIONS 110
APPENDIX B-16 111
Fall River Public Schools Educator Self- Assessment Form 111
APPENDIX B-17 111
Fall River Public Schools Educator Plan Development Form 112
APPENDIX B-18 113
Fall River Public Schools Educator Plan Development Form (Section 2- Planned Activities) 113
APPENDIX B-19 114
Fall River Public Schools Educator Evaluation: Collection of Evidence Form 114
APPENDIX B-20 115
Fall River Public Schools Unannounced Observation Report Form 115
APPENDIX B-21 116
Fall River Public Schools Pre-Observation Announced Conference 116
APPENDIX B-22 117
Fall River Public Schools Pre- Observation Announced Conference Form (Continuation) 117
APPENDIX B-23 118
Fall River Public Schools Post- Observation Announced Conference Form 118
APPENDIX B-24 119
Formative Evaluation Report Form 119
APPENDIX B-25 123
Summative Evaluation Report Form 123
APPENDIX B-26 126
Fall River Public Schools Directed Growth Plan Form 126
APPENDIX B-27 128
Fall River Public Schools Educator Improvement Plan Form 128
APPENDIX B-28 130
Fall River Public Schools Short-Term Intervention Action Form 130
APPENDIX B-29 132
Fall River Public Schools Educator Response Form 132
APPENDIX B-30 132
SETTING SMART GOALS 133
APPENDIX C-1 135
Teacher Rubric 135

APPENDIX C-2 137
RUBIC STANDARDS I – IV 137
APPENDIX C-3 138
INDICATOR I - A – CURRICULUM AND PLANNING 138
APPENDIX C-4 139
Indicator I - B. - Assessment 139
APPENDIX C-5 140
Indicator I - C. - ANALYSIS 140
APPENDIX C-6 141
Indicator II - A – Instruction 141
APPENDIX C-7 142
Indicator II-B - lEARNING ENVIRONMENT 142
APPENDIX C-8 144
Indicator II - C. – CULTURAL PROFICIENCY 144
APPENDIX C – 9 145
Indicator II - D. - EXPECTAtions 145
APPENDIX C – 9 146
IndicatorS III-A, b & c– ENGAGEMENT, cOLLABORATION & COMMUNICATION 146
APPENDIX C- 10 148
Indicator IV - A. - REFLECTION & PROFFESIONAL GROWTH 148
APPENDIX C- 11 149
IndicatorS IV-C, D E & f – COLLABORATION, DECISION MAKING, SHARED & PROFESSIONAL RESPONSIBILITIES 149
Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher 150
APPENDIX D – 1. 150
Specialized Instructional Support Personnel Rubric (SISP) 150
D. Structure of the Specialized Instructional Support Personnel (SISP) Rubric 152
E. Use of the Specialized Instructional Support Personnel (SISP) Rubric 152
Appendix D – 2 SISP 153
Standards I - IV 153
APPENDIX D – 3 SISP 152
INDICATORS I – A, B & C- CURRICULUM AND PLANNING, ASSESSMENTS & ANALYSIS 152
APPENDIX D – 4 SISP 157
INDICATORS II – A, B, C & D – INSTRUCTION, LEARNING ENVIRONMENT, CULTURAL PROFICIENCY, & EXPECTATION 157

APPENDIX D – 5 160
INDICATORS III – A, B & C – ENGAGEMENT, COLLABORATION & COMMUNICATION 160
APPENDIX D – 6 SISP 162
INDICATORS IV – A, B C,& D– REFLECTION PROFESSIONAL GROWTH & DECISION MAKING & COLLABORATION 162
APPENDIX D – 7 SISP 165
INDICATORS IV – E & F– SHARED RESPONSIBILITY & PROFESSIONAL RESPONSIBLITIES 165
APPENDIX E 152
Mentoring 152
APPENDIX F 155
Memorandum of Understanding Between 155
The City of Fall River and Public Employee Committee 155
APPENDIX G 166
Memorandum of Agreement 166
APPENDIX H 169
Memorandum of Agreement 169
Resolution of a Grievance Related to the Implementation of Expanded Learning Time 169
APPENDIX I 171
Memorandum of Agreement Regarding the MMSI Grant for the AP Training and Award Program ... 171
APPENDIX J ..... **Error! Bookmark not defined.**
Agreement Between The Fall River School Committee and the Fall River Educators Association For The Doran School Transition From Level 4 to Level 2 ..... **Error! Bookmark not defined.**
APPENDIX K ..... **Error! Bookmark not defined.**
Agreement Between The Fall River School Committee and the Fall River Educators Association For The Watson School Level 4 ..... **Error! Bookmark not defined.**
APPENDIX L 173
Ad-Hoc Committees 173
APPENDIX M ..... **Error! Bookmark not defined.**
MEMORANDUM OF AGREEMENT For the Morton School ..... **Error! Bookmark not defined.**
APPENDIX N ..... **Error! Bookmark not defined.**

THIS AGREEMENT IS effective on September 1, 2024, 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 nurses, coaches, Title I teachers, behavior therapists, other grant teachers, related service providers including speech and language pathologists(SLP), occupational therapists (OT) and physical therapists(PT) 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" or "educators".

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 November 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.

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5. 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) Workday

1) The length of the school day for students shall not exceed the following times, unless otherwise negotiated by the parties:

   a) ***Elementary Schools:*** 6 hours 32 minutes, starting no earlier than 7:20 A.M. and ending no later than 3:25 P.M.

   b) ***Secondary Schools:*** 7 hours, starting no earlier than 7:10 A.M. and ending no later than 3:30 P.M.

Starting in the 2026-27 school year, the length of school day for students in Secondary Schools shall not exceed 6 hours and 55 minutes, starting no earlier than 7:10 A.M. and ending no later than 3:30 P.M.

2) All FREA bargaining unit members will begin ten (10) minutes before the designated starting times for students and will end five (5) minutes after designated dismissal times for students. 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.

3) When students are dismissed early due to weather emergencies the dismissal time for teachers shall be no later than 15 minutes after the student dismissal time to allow for safe travel.

4) When students are dismissed early due to factors unrelated to safe travel (loss of power, heating, cooling, etc.) the superintendent may have staff assigned to alternate work locations to complete the school day. In this event, educators shall use this time for additional prep related to their work.

5) By the last day of the school year, bargaining unit members shall be notified by the Administration of changes to their building's schedule or their assignment for the following school year.

6) The workday for all ETCs shall be 7 hours and 15 minutes. These additional minutes shall be scheduled within the operating hours of their primary working location by the ETC at the start of the school year, approved by the special education supervisor, and shared with the building principal. The District shall strive for equity in ETC assignments.

B) Work Year

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.

2) 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. Such orientations and trainings shall be co-facilitated, planned and executed by bargaining unit members of the FREA. One (1) of the three (3) days shall be hosted by the building, with input from FREA and building mentors. The building orientation and training shall include information on necessary logistics, IDs, keys, room assignment, access and procedures to ASPEN, and email addresses.

3) 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.

4) The Superintendent, at their discretion, may schedule multiple mandatory professional development days for teachers during the regular school day.

5) The workday for all teachers on full day professional development days shall be 8:00 am to 3:00 pm and will include a designated 45-minute period for lunch. Teachers will not be expected to use this time to transition between PD locations. If this is necessary, additional time will be given.

   c) At least one hour of each professional development day shall be educator-directed and dedicated to professional planning.

6) 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.

7) 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.

B) ELEMENTARY SCHOOLS

1) Within the school day, there shall be included:

d) At least fifteen (15) minutes of scheduled recess for students and staff Recognizing the importance of play and physical activity, members may supervise their students for up to sixty (60) minutes of additional recess per week.

e) A scheduled lunch period of 30 minutes.

2) All FREA bargaining unit members (excluding nurses, behavior therapists, and attendance officers) shall have five (5) guaranteed preparation periods per week, each for forty-eight (48) minutes in length. If a bargaining unit member does not receive his/her guaranteed preparation periods per week, he/she shall be paid at the negotiated hourly rate, for the amount of time that the teacher did not receive preparation time. Elementary teachers will receive one (1) additional individual preparation period per reporting period, one (1) week prior to the dissemination of report cards. 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.

a) Elementary MLL teachers will attend a PLC meeting for the grade levels they service. If this cannot be done, co-teachers will be compensated at the negotiated hourly rate 1 hour per a co-teaching pair per month.

3) In addition, there will be at least one (1) guaranteed common planning time period per week, each forty-eight (48) minutes in length.

4) Elementary teachers will be released from duty a minimum of six (6) periods per week to satisfy the requirement of Article V, C.2.

a) If specialists are instructing their class for more than six (6) periods per week, the teacher shall be assigned an additional PLC or be released from duty for the additional periods.

b) If specialists' classes are being held outdoors or in another part of the building, classroom teachers shall be responsible for either student pick-up or drop-off, as scheduled at the start of the school year.

c) 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.

5) 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 negotiated hourly rate.

6) Elementary teachers supervising more than one (1) student of an absent teacher's class will be paid at the negotiated hourly rate.

7) Supervision of recess will be by staff on a rotating basis. Staff includes Administrators, Building Assistants, Teachers, Paraprofessionals and Teaching Specialists assigned full time to the particular school.

D) SCHOOL YEAR

1) 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 be no more than one hundred eighty three (183) workdays, unless there is a modification as governed by Section B.1 of this article, consist of the following:

   a) One (1) Orientation Day – Orientation day will consist of Superintendent's meeting, the department head or school principal's meeting and no less than one (1) hour for work to be determined at the sole discretion of the FREA member.

   b) Two (2) Professional Development Days – One (1) for the November Election Day and one (1) during the last week in January, as scheduled by the Superintendent.

   c) Two (2) Early Release Days for staff and students – One (1) the Wednesday before Thanksgiving Break and one (1) the day before December recess.

   d) 176 Full Instruction Days

2) Behavior Therapists – The work year for all Behavior Therapists shall be one hundred and eighty seven (187) days consisting of the one hundred and eighty (180) days in the school year, one (1) orientation day, two (2) professional development days, the two (2) days that immediately follow the end of the school year, and the two (2) days that precede the start of the school year.

3) ETCs - The work year for all ETCs shall be one hundred and eighty-six(186) days consisting of the one hundred and eighty (180) student days, one(1) orientation day, two (2) professional development days, one (1) day that immediately precede the state of the school year and two (2) days that immediately follow the end of the school year.

4) Pre-Labor Day Start - Commencing in the 2018-2019 school year, the first day of school for employees (opening day convocation and professional development) will be Tuesday before Labor Day weekend. The first day for students will be the Wednesday before Labor Day weekend. The system will be closed on the Friday before Labor Day weekend.

   a) School will resume on the Tuesday after Labor Day weekend which will be the fourth day of school for teachers and the third day of school for students.

5) **ELEMENTARY SCHOOL** - Minimum student instructional time of 900 hours (as specified by the Board of Education Regulations).

6) **SECONDARY SCHOOL** - Minimum student instructional time of 990 hours (as specified by the Board of Education Regulations).

7) **VOCATIONAL SCHOOL** - 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).

E) After School Meetings

1) FREA bargaining unit members 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 – department, curriculum or professional development meetings or other meetings authorized by the Superintendent of Schools. The meetings above shall commence within ten (10) minutes of student dismissal time. These meetings may be combined so that staff attends one 2-hour meeting a month if the majority of staff votes to approve.

   c) By October 1, the schedule for building meetings will be distributed to all staff. In the event a meeting must be rescheduled, the building principal will provide seven (7) days' notice of the rescheduled date.

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) family community events 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 family community events.

3) Educators will be used to supervise after-school disciplinary/restorative periods on a voluntary basis only. Volunteers will be compensated at the hourly rate. The Restorative Practice Joint Labor Management Committee shall make further recommendations for improving programming for restorative practices.

4) In the interest of quality education, FREA members should devote adequate time after school to those students in need of extra help.

5) FREA members 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.

6) Each building will dedicate at least ten (10) minutes of its monthly faculty meeting to Association business, where only bargaining unit members are present.

H) SECONDARY SCHOOLS:

1) Middle School Schedule

   Schedules shall be within the teacher workday per Sections A.1 and B.3 above. For beginning of the school year changes, the schedules provided to teachers in June under Article X, Section A, shall satisfy the requirements of this section. Changes to a school's schedule shall be made in collaboration with FREA members

   a) Teachers shall have prep periods equal to twenty percent (20%) of the total number of periods each week.
      i) Teachers shall have at least one (1) prep period per day, to the extent possible moved

ii) If an educator does not have a scheduled prep period each day, on the days they don't have a prep period they shall have a scheduled 15 minute break.
iii) The length of teacher prep periods shall not vary by more than five (5) minutes moved
iv) The District will strive to provide common prep periods to co-teaching educators to allow for co-planning

b) Teachers may be assigned to teaching or non-teaching periods, up to and including 80% of the periods each week.
c) Teachers shall have a minimum of one (1) curriculum/PLC meeting each week.
d) Teachers shall have at least one (1) cluster/team meeting each week to the extent possible.; In the event that a teacher's assignment does not allow for participation in a grade level/team/pod/cluster meeting time or hourly compensation will be given to review meeting notes and follow up with colleagues.
e) Efforts shall be made to avoid scheduling a teacher for more than four (4) consecutive teaching periods. Building principal or designee will establish and share a procedure should the teacher need to be relieved.
f) To effectively perform the responsibilities of Skills/Advisory. Skills/Advisory periods shall meet up to five (5) times per week for up to thirty (30) minutes. Skills/Advisory shall be non-evaluative. In order to effectively perform the responsibilities of Skills/Advisory teachers may be asked to perform a minimum amount of preparation in order to be prepared for Skills/Advisory periods.

2) High School Schedule
a) The number of classroom periods at the high school shall consist of a six-block schedule, and courses will run either by term, semester, or year.
b) No teacher shall be assigned more than four (4) classroom instructional periods per day, unless under circumstances covered by II, below.
c) No teacher will be required to teach more than two (2) subjects (e.g., math and science) or more than three (3) teaching preparations within said subjects at any one time.
d) Teacher preparations for this section are defined as courses as described in the Program of Studies. Levels within courses (e.g., Honors and College Prep) are not subject to different preparations.
e) MCAS competency based portfolio courses shall count as one (1) teaching preparation period in the Special Education Teacher's schedule.
f) Teachers shall be assigned a minimum of eight (8) preparation periods per week. Every teacher shall have at least one (1) preparation period per day.
g) A preparation period is defined as a scheduled period during which a teacher shall be free from classroom teaching responsibilities. During such periods, teachers will 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. The Fall River Public Schools recognize that during these preparation periods, teachers may engage in actions of a personal nature as they arise, provided they are conducted within a reasonable amount of time and adhere to the provisions stated within this collective bargaining agreement.
h) If a teacher is given an assignment during a non-duty preparation period, that teacher will be compensated at the negotiated hourly rate.
i) Teachers shall attend at least one (1) scheduled content PLC meeting per week.
j) Teachers may be assigned up to one (1) duty per week (e.g., push-in support, directed study). Teachers assigned to a duty period shall not be required to prepare, or perform any follow-up, for such periods.

k) WIN periods shall meet up to five (5) times per week for thirty (30) minutes. WIN shall be non-evaluative. In order to effectively perform the responsibilities of WIN, teachers may be asked to perform a minimum amount of preparation in order to be prepared for WIN periods. WIN class sizes shall be kept as equitable as possible unless a teacher requests additional students in their advisory. Teachers in Special Education and CTVE shall have an advisory caseload which reflects their current programmatic student caseload/liaison list, where developmentally appropriate. If the WIN class size is higher in these areas than the school average for advisory, the teacher will have one fewer duty period in a 10-day cycle.

l) The number of students in a teacher's caseload should not exceed 125 students at any one time.

m) Where staffing allows, special education teachers providing services in inclusion classrooms are to remain with students for a full class period.

n) If there is a need to provide additional hours of instruction for students in their junior or senior year, Cosmetology teachers will have the option to provide such hours during the five-week summer enrichment program from 9:00 A.M. - 12:00 P.M. They will be compensated for this time at the prorated per diem rate.

o) State regulations that specify student-teacher ratios in the CVTE and SPED departments will be followed.

1) For CVTE the following ratios will be followed:

PROGRAM	Teacher Student Ratio	Area per Pupil (Sq. Ft.)	Minimum Shop Area	Shop Ceiling Clearance Height
Construction Craft	15	225	3375	18
Cosmetology	12	20		*
Culinary Arts	15	125	1875	12
Design & Visual Communications	20	110	2200	12
Early Education and Care	20	75	1500	12
Engineering	20	110	2200	12
Exploratory	20			
Environmental Science	20	125	2500	12
Health Assisting	15	125	1875	12
Marketing	20	110	2200	12

2) The committee shall strive to maintain a teacher: student ratio of 1:17 in Exploratory.
3) Cosmetology programs must meet requirements for student-teacher ratio and facilities as set forth by the Board of Registration of Cosmetologists

p) If a teacher in the CVTE department is required to teach five (5) out of six (6) for purposes of required meeting hours, they will not be assigned duties and can be exempt from one (1) PLC.

q) A labor-management committee shall be established for the purpose of addressing whole-school scheduling issues that may arise. This committee shall recommend whether changes are necessary. Any proposed adjustments to the schedule will be presented to the faculty for a vote.

I) ALL SCHOOLS:

1) 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.
2) Professional Learning Community (PLC) time is defined as a scheduled period during which an educator shall be free from classroom teaching responsibilities. During such period, a teacher shall perform educationally relevant activities or participate in educationally relevant programs as directed by the principal or designee.
3) Common Planning Preparation Time (CPT) is defined as a planning period during which an educator shall be free from classroom teaching responsibilities. During such period, a teacher may develop instructional plans in collaboration with an instructional team. CPT is not scheduled in addition to other preparation periods.
4) Teachers will have a duty-free lunch period of at least the length of a regular student lunch period.
5) 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 negotiated hourly rate.
6) 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.
7) Teachers' participation in extra-curricular activities will be strictly voluntary.
8) Teachers will not be utilized to raise money in any way for the purpose of purchasing (or replacing) school equipment.
9) To the extent possible, educator assignments at the elementary and middle school levels shall be made such that they limit the number of course preparations. This shall be done by limiting the number of multi-grade and multi-subject assignments. Core subject teachers shall teach no more than 2 grades.
10) Teachers shall be provided at-least one PLC period per term to input data into an electronic Gradebook such as ASPEN X2.

I) EXPANDED LEARNING TIME

1) Opt-Out of School

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 posting 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. Teachers wishing to opt out of the school for the following September should submit a letter or an email to Human Resources by February 15th.

J) STAGGERED START TIME

1) Staggered start time shall not begin later one hundred twenty (120) 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.

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.

K) NURSING FACILITIES

Wherever feasible, nurses will have the following for their exclusive use:

- Office with desk, chair, telephone, computer, fax machine, copy machine, printer, locking file cabinet, and locking medication storage area.
- Private area for nursing assessments and treatments, including a cot for students.
- Storage area for medical supplies
- Reserved parking area
- Nurses will be given the opportunity to express their ideas related to new facilities and/or alterations to old facilities.

L) ATTENDANCE OFFICERS

1) There shall be one attendance officer court liaison who shall serve as the liaison to the courts. The ~~lead~~ attendance officer court liaison shall work up to twenty (20) days during the summer break and shall record and report those hours to the direct supervisor. All such days shall be paid at the per diem rate.

2) A new evaluation rubric will be piloted during the 2024-25 school year. Full adoption of this evaluation tool shall be agreed to by Attendance Officers and Administration and ratified by the Attendance Officers

M) MULTILINGUAL LEARNER(MLL) TEACHERS

1) All MLL teachers shall have one additional prep per grading period to complete ELSPs, progress monitoring and/or LAT paperwork.

N) BEHAVIOR THERAPISTS

1) Behavior Therapists will have one standardized job description for the purpose of hiring. This will include qualifications needed for the title.

2) Behavior therapists will be required to have or obtain a Registered Behavior Technician (RBT) certification. The District will pay all related costs including the fee for the first test.

   a) Upon hiring, Behavior Therapists will have one year to obtain this certification. Behavior Therapists currently employed by the District, with a hire date before 7/1/2021, will have an 18-month window to start and complete the course and obtain the certification beginning 9/1/2021.
   b) In recognition of the work involved, all Behavior Therapists will receive an honorarium of $1000 upon successful completion of the course.

3) FREA members with a Masters Degree in teaching or a related field completing the RBT training and the supervisory training, and subsequently supervising paraprofessionals shall receive a stipend of $1000.

4) Behavior therapists shall have one (1) hour per week of preparation time, to be scheduled by the building principal.

O) PSYCHOMETRISTS

1) Evaluation consents shall be monitored monthly through collaboration between the Psychometrists and Lead School Psychologist.
   a) If a Psychometrists' assigned evaluation consents for the month result in being over 150% of testable days in that month, the Psychometrist will inform the Lead Psychologist and the Chief Officer of Compliance to develop a plan for completion of evaluation consents.
      i) Percentage of testable days shall be determined by dividing the number of assigned evaluation consents per Psychometrist by the number of testable days in a month.

J) LEAD RELATED SERVICE PROVIDER

1) The lead related service provider may work up to sixty (60) hours during the summer break and shall record and report those hours to the direct supervisor. All such days shall be paid at the per diem rate.
2) The Ratio of Direct Service and Leadership Responsibilities of the lead related service provider shall be: 60:40 for 0-29 service providers, and 40:60 for 30 or more service providers.

K) STONE AND RESILIENCY PREPATORY ACADEMY Schedule

1) Due to the unique needs and Stone School and Resiliency Preparatory Academy, a joint committee in each school shall be established to establish frameworks for scheduling. The committee shall include

representatives from FREA and FRAA. Any agreements made by this committee shall be ratified by the committee and members of the respective school.

ARTICLE VI

CLASS SIZE AND CASELOADS

A) Class size shall not exceed thirty-one (31) students. If the class size is over twenty-eight(28) students, an assistant will be supplied if the request is made by the teacher. The assistant shall be in the room for one-half of the school day or one full period. The School Committee shall strive to limit class size to twenty-six (26) pupils. Class size in substantially separate programs shall be governed by Massachusetts General Law and corresponding regulations.

B) Caseload and staffing levels for school nurses should follow the Massachusetts Office of Health and Human Services recommendations with 1.0 FTE for every 250-500 students. For every student over 500, nursing hours should be increased by 0.1 FTE for every additional 50 students.

C) The School Committee shall strive to limit special education caseloads to no more than twenty-five (25) students. Additionally, at the high school level, the School Committee shall strive to limit liaison lists to twenty (20) students.

D) Elementary classrooms comprised of all English language learners will be made up of students from a single grade-level; for high school classrooms, the district will strive to schedule classes consisting of no more than two (2) consecutive grade levels not to exceed 3 grade levels.

E) **Speech Caseloads** - Speech Language Pathologists caseloads shall be limited by the following constraints

1) SLPs supervising 3 SLPAs (maximum students cap 165) will not provide direct services to students.
2) SLPs supervising 2 SLPAs (maximum student cap 110) may have a direct service caseload not to exceed a caseload of 6.
3) SLP supervising 1 SLPA (maximum student cap 55 students) may have a direct service caseload not to exceed a caseload of 25.
4) The District shall strive for SLPs to have a maximum caseload of 55 if they are non supervising SLPs.
5) Caseloads of non supervising SLPs and OTs who are assigned to Pre Kindergarten sub-separate classrooms, RISE, and PREP programs for 85% or greater of the time will not exceed 45 students

6) The district will strive to have Occupational Therapist (OTRs) supervising assistants managing caseloads no greater than 115 students and not to exceed 165

7) SLPs who treat students over the FREA contract cap, compensation will be as follows:

a) Student frequency x weeks = # of hours then divide total number of hours by 2
i) Example:

J.S 2 treatments x 30 minutes (1 hour) x 6 weeks = 6

P.R 2 treatments x 30 minutes (1 hour) x 6 weeks = 6
BW 1 treatment x 30 minutes (.5 hours) x 6 weeks = 3
TC 3 treatments x 30 minutes (1.5 hours) x 4 weeks = 6

Total hours 21/2 = 10.5 hours, 10.5 hours x hourly rate = stipend

8) **Related Service Provider Evaluators** - Related Service Providers assigned to Early Childhood evaluation teams or whose primary responsibility is completing evaluations shall be limited by the following constraints:

   b) Related Service evaluators not supervising or supervising 1 Assistant may complete a maximum of 20 evaluations per month.

   c) Related Service evaluators supervising 2 + assistants may complete a maximum of 15 evaluations a month.

   d) When the number of evaluations exceeds the monthly maximum or covering for a vacancy, reimbursement will be made at a rate of $300 per evaluation.

9) ETC Caseload - The district will strive to maintain equitable workloads for Team Chairs by monitoring the number of meetings for each staff member bi-weekly using the district meeting tracking sheet.
   a) If inequities are found, the special education administrative team will review and meetings will be reassigned in order to maintain the total number of meetings held to 135 for each team chair by the halfway point in the year and 140 meetings held for each team chair in the second half of the year.
   b) The committee shall strive to assign Team Chairs to no more than 2 buildings in a given year, including for reassignment.
   c) If cases cannot be reassigned, team chairs will be compensated for any meetings held over 135 prior to the midpoint in the year based on the time of the meeting, up to 2 hours, plus 1 hour of paperwork. For the second half of the year, if cases cannot be reassigned team chairs will be compensated for any meetings held over 140 prior to the end of the year based on the time of the meeting, up to 2 hours, plus 1 hour of paperwork.
   d) Considerations for reassignments will include grade level/school experience and lowest number of meetings held.

11) Caseloads for MLL educators shall be limited as stated below.
   a) The Committee will strive to limit ESLP caseloads of MLL teachers servicing SEI Mainstream students to no more than 25.
   b) The Committee will strive to limit SEI transitional class sizes to no more than 25 students per class.
   c) MLL teachers who teach SEI Mainstream shall teach no more than 2 grade levels.
   d) MLL teachers will teach no more than three (3) teaching preparations, including ESL as a recognized content area.
   e) The Committee shall strive to limit foundational level ESL class sizes to 25 students.

ARTICLE VII

SPECIALIST AND SPECIAL PROGRAMS

A) 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.

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

B) Employees covered by this Agreement will not be used to substitute or to cover lunch duty. In an emergency, when a regular substitute is not available, building principals will draw from a prepared list of employee volunteers and utilize those volunteers on a rotating basis. In the event there are no volunteers, employees will be assigned on a rotating basis. Employees who serve as a substitute will be automatically compensated at the negotiated hourly rate.

C) Special Education and ELL teacher assignment will follow Article X.

D) *Special education preparation periods* All special education teachers at all levels will receive two (2) additional preparation periods per month. This should be scheduled with building leadership. If this time can not be honored teachers will be compensated at the negotiated hourly rate.

E) The district will strive not to have General Education classes including integrated pre-k exceed 50% of students on IEPs.

F) Administration will strive to avoid removing or reassigning para support for coverage from foundational classes. To the extent possible, English Language Development(ELD) level 1 and 2 students in mainstream classes shall be supported by a para in core content classes.

ARTICLE VIII

NON-TEACHING DUTIES

A) 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:

1) 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. Passing-period duty will include at a minimum teachers being outside their classroom during passing time to insure students move in an orderly fashion.

2) 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.

3) With regards to the filling out of any forms or cards, the past practice at the elementary and/or secondary schools will be continued.

4) Teachers will not be required to perform duties set forth in A & B above during preparation periods.

5) Teachers will not be required to drive pupils to activities which take place away from the school building.

   a) In the event educators will transport pupils, only educators possessing a valid MA 7D license shall be authorized to transport students to off-site activities organized or sponsored by the school. This requirement is implemented to ensure the safety and well-being of our students during transportation and to comply with state regulations. All educators designated as drivers must provide evidence of their valid 7D license to the school administration before engaging in student transportation. A 7D license will be required whenever "fixed-route transportation" is being provided for up to 8 pupils. "Fixed route transportation is the transporting of school pupils on a predetermined basis to and from a set location for a set length of time.

   b) All costs associated with attaining and maintaining a valid Massachusetts 7D license shall be paid by the committee or reimbursed.

6) 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.

7) 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. The provisions of this paragraph shall not apply to nurse educators. Nurses shall remain in their respective offices.

8) To the extent possible, schools will determine uniform and consistent district-wide dates for the closing of grades and the distribution of report cards. Schools will allow for no less than five (5) days between the closing of grades and the distribution of grades.

9) The parties agree that lesson planning is a professional responsibility that ensures students receive engaging and rigorous instruction that is aligned to the MA state standards. The format of a lesson plan should be determined by the educator. Upon request of a school-based administrator and not more frequently than weekly, lesson plans will be made available by the educator.

10) Teachers shall be allotted at-least two (2) weeks from student due date/assignment date to enter related data into Gradebook-X2.

ARTICLE IX

TEACHER EMPLOYMENT

A) Full credit, , will be given for previous full time relevant experience.
   1) Relevant experience may include employment as an active registered nurse, or related service provider in the medical field or experience as an appointed teacher nurse, related service provider or educational specialist in an accredited public or private school or medical practice, or experience in a behavioral setting.
   2) Credit of one year for each year of active military service, not to exceed three (3) years
   3) Credit of one year for each year of Peace Corps work, not to exceed two (2) years.
   4) In the event that the foregoing credit for placement on the salary schedule pursuant to this Section A herein would result in a loss in compensation, Educators who are promoted into their positions directly from a position held in the Fall River School System shall be placed at that salary level and step that is closest to, but not less than, the last salary level and step received by their previous position in the district.
   5) CTE educators hired for positions requiring a vocational license will receive one (1) year of credit for every two (2) years of satisfactory clinical service performed in a licensed setting while working within the scope of their respective license.
   6) In recognition of the expertise gained, new educators, upon evaluation and at the discretion of the Superintendent, may be granted one (1) year of credit for every two (2) years applicable experience gained outside of the public school system.
   7) Credit will be given to teachers upon initial employment provided official documentation is presented within 90 days.

B) Teachers with previous teaching experience in the Fall River School System:
   1) 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.
   2) 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.
   3) 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.

D) The District shall not discriminate against any candidate for hire or employee on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, or active military status, mental illness, political affiliation, genetic information or disability. In the interest of employing a diverse staff that more accurately reflects the students we serve, to the extent possible, the district shall actively recruit and retain candidates of color, multilingual candidates, and LGBTQ candidates.

ARTICLE X

TEACHER ASSIGNMENT

A) Teacher Assignment

1) After a new member is hired, a building level administrator should have a face-to-face meeting with the member to discuss and answer questions regarding the nature of the assignment, the composition of their class(es), and the curricula they may be responsible for. New members are encouraged to reach out to administrators for support or with questions outside of the evaluation process.

2) 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. To the extent possible, teachers will be notified in writing of any changes in the courses they will teach second semester four (4) weeks prior to the start of that semester.

3) 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.

4) 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.

D) In arranging schedules for teachers who are assigned to work at more than one school in the same day, 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 ten dollars ($10) 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.

H) Subject to the availability of funds, special education teachers assigned to Durfee High School shall have a special education supervisor, administrator, and/or department head. In the event funding is not available, a licensed special education educator shall serve as lead teacher for this department. This decision would be at the discretion of the School Committee and the decision is non-grievable.

I) Translation services

1) All translating shall be conducted by FRPS employees, agents or contractors.
2) Educators shall not be pulled from instruction to translate.
3) An educator translating shall be compensated at the negotiated hourly rate.
4) Translator Training: FRPS will offer annual translator training to bi- and multilingual high school students and community members.

J) To the extent possible float nurses will be assigned to a limited number of buildings to promote consistency and allow for familiarity of staff and students.

K) The superintendent or their designee may choose to appoint new hires at a position that is less than full time. Current employees shall voluntarily accept positions that are less than full time. Should the employee work less than full time equivalent hours, salary and benefits will be prorated accordingly.

L) The committee shall strive to assign Team Chairs to no more than 2 buildings in a given year, including for reassignment.

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 G 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) Bargaining unit members 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 maybe communicated electronically.

G) Known vacancies occurring during the school year will be posted on the District website via the job posting platform Notices of known vacancies occurring after the school year will be posted on the District website via the job posting platform.

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) The Fall River School Committee and the Fall River Educators' Association agree that all vacancies which are to be filled will be advertised to the extent possible including on School Spring and at local teacher education programs. 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.

M) The FREA President will have access to all posted openings.

N) Within one calendar week of posting a vacant Team Chair position, the district shall notify all Team Chairs that the vacancy is posted. They will also include the location, number of cases, and programs that are serviced in that location within the notification.

1) Team Chairs will have the opportunity to voluntarily cover cases for the vacant position for compensation. The district shall use their best judgment in regards to how many cases should be assigned to each Team Chair volunteering to cover vacancies. If more Team Chairs offer to cover the vacancy than there are cases to assign reasonably, the district shall reassign cases to another Team Chair by considering multiple factors including but not limited to current caseloads, interest in additional work, and previous experience with school teams.

2) If there are not enough volunteers to cover a vacancy, cases shall be distributed on a rotating basis in the order of lowest caseload number to highest, based considering multiple factors including but not limited to current caseloads (lowest number of cases) and previous experience with school teams. on the district's periodic report of caseloads. The district shall allow Team Chairs 2 school days to respond to the vacancy notification before distributing cases on a rotating basis.

3) Cases being covered for a vacant position shall not be counted in the district's periodic report of workload(number of meetings) caseload numbers for each Team Chair outlined in Article VI F.

4) Compensation shall be provided for covering vacancies at the following rate:

a) Annual Meeting: 4 hours @ the contractual hourly rate
b) Re-evaluation: 4 hours @ the contractual hourly rate
c) Initial: 4 hours @ the contractual hourly rate
d) Reconvene: 2 hours @ the contractual hourly rate
e) Manifestation: 3 hours @ the contractual hourly rate
f) Localization: 4 hours @ the contractual hourly rate

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, to make written application for such vacancy.

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 bargaining unit members 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) 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 bargaining unit members are not notified of a cancellation one hour before the scheduled start of night school, bargaining unit members 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.

H) Summer Programs – School nurses may elect to work up to forty (40) additional hours during the summer months to prepare incoming students' Massachusetts health records, review immunization requirements, enter medical records, meet with parents of students with medical needs, and develop plans of care for students with medical needs. These hours shall be compensated at the contractual hourly rate. These hours may be completed up to November 1st and should be submitted for payment no later than November 15th.

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. Nurse educators shall be evaluated by the Nursing Supervisor.

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) Areas used for providing services or instruction to students shall be equipped to adequately meet the needs of the staff and students who inhabit the space. The district shall ensure that each classroom is equipped with the essential facilities and appropriate furnishings to meet the diverse needs of teachers and students of all age groups.

3) A separate teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.

4) 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.

5) A serviceable desk and chair for the teacher in each room.

6) A communication system so that teachers can communicate with the main building office from their classroom.

7) A well-lit and clean male teacher restroom and well-lit and clean female teacher restroom separate from those used by students.

8) A private dining area for the exclusive use of the teachers that is separate from space used by students.

9) Schools having a parking area will reserve a section for teachers.

10) Teachers will be given an opportunity to put forth their ideas in regard to new facilities and/or alterations in old.

11) The School Committee will strive to provide for a suitable area for all extracurricular activities

12) All teachers will have access to their school(s) via an entry key, fob, card, code, etc.

- a) On school days, the access point(s) should be the entrance closest to the teacher parking area.
- b) Access may be limited during school hours for security reasons
- c) During non-school days, school administration must approve all visits and all visits shall be recorded.
- d) During non-school days, access may be limited to one point of entry.

13) Building Administration will be responsible for providing related service providers with appropriate space for the exclusive use of the provider while they are scheduled in the building, that is sensitive to the needs of individual students and the services to be provided. The provided space will have appropriate materials and comply with all ADA requirements.

14) Building Administration will be responsible for providing a private space for special education evaluations. The provided space will have age appropriate materials, comply with all ADA requirements and be away from high traffic areas.

15) Attendance Officers shall have the following wherever practicable

- a) Dedicated office for confidentiality purposes with workspace, conducive for holding parent meetings Building administration will provide appropriate space for confidentiality purpose for holding parent meetings.
- b) Filing cabinet for attendance documents Building administration will provide appropriate space for attendance documents
- c) Every attendance officer shall have access to a cell phone provided by the district to be used for work related purposes.

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

1) 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.

2) 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.

3) 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) To encourage professional growth, 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. Participation in district-based professional development opportunities outside of the contractual school year/day shall be voluntary. Incentives to pursue professional growth opportunities shall be offered, such as but not limited to; stipend/honorarium, PDPs, graduate credits at a reduced cost or no cost to the educator, and/or the negotiated hourly rate.

B) The Employer may 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. Three (3) graduate credits will apply vertically and horizontally on the salary schedule.

C) Tuition Reimbursement - Pending annual funding, using resources pooled for disbursement across bargaining units, the employer shall reimburse educators up to $1,000 per semester for graduate level courses related to their position for a total of $2,000 per year, with prior approval from the superintendent or designee. Reimbursement will be made after providing proof of payment and successful completion of the course.

D) The Employer agrees to pay the tuition of any in-service course a teacher on the maximum step of the salary schedule takes.

E) 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.

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).

1) 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 . Such courses must be on the graduate level.

2) 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 or who becomes 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.

I) **Professional Development**: The District will provide ongoing professional development that recognizes the specific needs and expertise of special educators and offer sessions that include, but not limited to, co-teaching, reading interventions for students with disabilities, and specialized instruction. In recognition that all educators must have professional development in the area of special education instruction, especially those following a co-teaching model, training will be open to all educators if space is available.

Special education supervisors will hold bi-monthly meetings with the buildings they supervise to address pertinent issues within the special education department. Such meetings will take place during the contractual work day, subject to the availability of staffing, with 1 week notice.

To the extent possible, the District will provide ongoing professional development that recognizes the specific needs and expertise of ELL educators. In recognition that all educators must have professional development in the area of ELL instruction, training will be open to all educators if space is available.

J) **National Board Certification**: Any teacher in the Fall River Public Schools who obtains National Board Certification will receive an annual stipend of $2000 for any school year that the teacher both maintains the certification and teaches the entire year in Fall River. National Board certified teachers are encouraged to participate in new teacher mentoring.

K) The District will track participation in PD electronically or will provide paper certificates to show attendance at all PD activities.

L) In a Level 4 school, or upon designation of a school's Level 4 status, a nurse educator would not be required to attend academic summer professional development.

M) The School Committee will reimburse nurse educators for the cost related to maintaining their nursing license. This shall include license renewal fees, and up to four hundred dollars ($400) per renewal cycle (every two years) toward continuing education unit costs. The School Committee shall reimburse nurse educators for expenses related to successful completion of the National Certification Exam and renewal.

N) When presenting during time devoted to professional development by the District, teachers shall be compensated for preparation time at the rate of one (1) hour of preparation time to one (1) hour of presentation time plus one (1) additional hour of presentation preparation (1:1 +1). Compensation shall be at the negotiated hourly rate. If professional development takes place outside of the normal school day or outside the 183-day work year, teachers will be compensated for presentation time in addition to the preparation time (as described above) at the negotiated hourly rate. Said compensation for preparation and/or presentation time shall not apply to teachers whose job description requires them to present at professional development sessions.

O) **MTEL Preparation:** FRPS will offer at least one (1) 10-hour course per semester based on the needs of the district , taught by one (1) FREA member. FROS will provide tutoring as needed to educators studying for an MTEL retest. FREA members will be paid to tutor at the negotiated hourly rate.

P) **Technology:** With respect to new software/instructional platforms, new device hardware, and infrastructure, teachers will have access to training. Within 30 days of implementing new software/instructional platforms, new device hardware, and Infrastructure, teachers will receive training within the contractual workday. If this is not possible teachers shall be compensated at the negotiated hourly rate.

Q) Nurses who obtain their school nurse national certification will receive an annual stipend of $2000 for any school year that the teacher both maintains the certification and works the entire year in Fall River.

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.

D) Teachers who have experienced assault will have the opportunity to meet with a supervisor to discuss concerns and future plans. Teachers will have representation at this meeting.

E) The Committee agrees to indemnify the nurse educators for all money damages incurred in connection with any claim, suit, or judgment against the employee for negligent acts, or omissions of the nurse employee arising out of the employment of said employee and performed or omitted in the course of said employment, provided that the nurse employee is represented in said claim, or judgment by legal counsel appointed or approved by the Committee.

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

MATERIALS, TECHNOLOGY, AND CURRICULUM

A) In the interest of high quality education, to the extent possible, all students and educators should have access to up-to-date curricular resources, supplies and technology. To the extent possible, every unit member shall have a personal computing device and access to a projector.

B) The District will establish a mechanism for requesting supplies and instructional materials. Teachers will not be asked to purchase basic supplies.

C) When designing, implementing, and/or ordering curricula texts or materials, the District/Administration will consult with educators that are representative of the groups that will be affected by said curricula or materials. This work shall be done collaboratively during PLC meetings JLMC Curriculum and Assessment Meetings, and/or professional development. Curriculum teams may be established to develop curricula outside the school day at the negotiated hourly rate.

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, except for Annual Meeting, which shall not exceed fifteen (15) members. 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.

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

a) Such part-time work will not supplant full-time bargaining unit positions.

b) 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 waivered 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.

1) 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.

2) 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.

3) 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.

4) 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.

5) 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.

6) Seniority may also be established through continuous substitute teaching service by a degreed, certified or waivered 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 waivered. No buyback by anyone shall be allowed after March 1, 1985.

7) 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.

8) The nurse educators' seniority list and the behavior therapists' seniority list shall be maintained separately from the teacher seniority list.

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) Children of full-time teachers employed in the Fall River School System who reside outside of Fall River shall be allowed to attend the Fall River schools, tuition free. Such enrollment is subject to the following:

1) The Child may be enrolled only at the beginning of a school year. Initial enrollment is subject to the availability of space in the particular grade level or program for which the student is otherwise eligible, as determined by the Superintendent, and is further subject to the teacher's submission of all registration information(such as immunization and other records) required of resident children who seek to enroll.

2) The services to be provided to the student will be limited to those ordinarily delivered within the district's general education facilities. For example, in the event the student wishes to access a vocational program or requires a substantially separate special education program not ordinarily delivered in the district's facilities, the teacher will be responsible for enrolling the child in his/her district of residence.

3) The teacher is responsible for payment of any applicable tuition and any user fees applicable to resident children and is further responsible for providing any and all transportation associated with the student's attendance in the district.

4) In the event that the parent/guardian ceases to be employed as a full-time teacher by the district, the child's enrollment will be terminated. Students are also subject to suspension and/or expulsion in accordance with the district's policies related to student conduct and discipline, with the understanding that the district will provide services for the student in another setting to the extent required by applicable law.

5) Determinations regarding the student's initial enrollment, whether a child requires a special education program not ordinarily delivered in the district's facilities, and the student's exclusion based upon disciplinary policies are not subject to the grievance and arbitration procedures.

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.

S) Teacher Leadership Opportunities – Schools shall have the ability to create Teacher Leader positions by grade level, content area, or for special education or ESL. Lead teacher positions shall be posted and duties shall be as outlined in the existing job description.

1) Compensated in addition to their salaries, shall be $4,000 per year for high school teacher leaders and $6000 per year for elementary and middle school teacher leaders. High school teacher leaders shall teach 1 less period than their colleagues. Beginning in SY 2026, compensation in addition to their salaries, shall be $6,000 for all teacher leaders including High School teacher leaders and there shall be no reduction in regular workload.

2) The teacher leader position shall be a 2 academic year term with no term limits. The principal shall make the final determination, but will consult with teachers from within the school during the process of fielding candidates.

T) All new hires throughout the year will have 30 minutes during the contractual workday, during their first month of school, set aside for union orientation. An FREA rep will be given coverage to attend these meetings as necessary.

U) Job Descriptions

1) The Association recognizes the right of the Superintendent to develop complete job descriptions and to publish these descriptions in a Teacher Handbook, job posting, or other appropriate places.

2) The Association will be provided any proposed changes to existing job descriptions or new job descriptions at least one week prior to being presented to the committee or subcommittee.

3) Copies of all job descriptions/postings shall be maintained by the Superintendent's office and shall be available for review.

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

A) Annual sick leave with full pay shall be granted to all members at the rate of fourteen (14) school days per ten-month school year.

1) Sick leave shall accrue at the rate of 1.4 days per month. Employees may use that school year's sick leave prior to its accrual up to fourteen (14) days. If an employee borrows leave in advance and then separates from employment prior to earning such sick leave, the employee agrees to have the dollar amount of used but unearned sick days prorated (at 1/183) and deducted from their final paycheck.

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

B) Bereavement Leave

1) 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.

a) This language also applies to the loss in the case of a miscarriage by the employee or their spouse If both employees are school department employees they both shall be entitled to be a leave of absence as described above.

2) The term immediate family shall include spouse, parent, grandparent, grandchild, child, sibling, or such in-laws and such step-family members, and a live-in companion.

3) In the case of the death of an aunt, uncle, niece, or nephew an absence of one (1) calendar day to attend the funeral. No bereavement leave will be paid for any day during school vacation weeks.

C) 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.

D) The Superintendent shall have the power to excuse a teacher for one (1) day's absence to attend the funeral of someone 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.

E) Teachers will be entitled to three (3) days' leave of absence for personal, legal, business, household or family matters which require absence during school hours. Such leave will not be cumulative. Unused personal days will be added to the employee's accumulated sick leave.

1) No more than two (2) personal days may be taken consecutively. In the event of emergency or special circumstances, the Superintendent may grant approval for the use of three (3) consecutive personal days. This decision will be final and non-grievable.

2) Members may use personal leave or sick leave in half-day increments (3.5 hours). Personal days may only be used to lengthen a holiday or vacation on one end, not on both ends, and only for one

(1) day. Members may use personal or sick leave in quarter-day increments (1.75 hours) up to the total of one (1) day per year.

3) Notification of intent for personal leave will be made using Frontline or similar attendance management software at least forty-eight (48) hours before taking such a leave, except in the case of an emergency. The applicant for such leave will not be required to state the reason for taking such leave other than that they are taking it under this section.

4) For members hired prior to September 2017 who have previously accumulated personal days, these accumulated days shall be honored in the following ways, subsequent to the member's depletion of the annually allotted three (3) personal days: by rolling them into accumulated sick leave and/or by using the accumulated personal leave as stipulated above, not to exceed four (4) additional days per year in no more than two (2) day increments. FREA members who have accumulated ten (10) or more personal days as of June 30, 2017 may also elect to be compensated for all days in excess of ten (10) at the rate of $200 per day.

F) The Superintendent will grant up to two (2) holy days that require the member not to work without loss of pay to individuals of faith who request to observe said holy days Requests must be made thirty days before the holiday or in the first week of school if the holiday falls within thirty days of the opening of school.

G) 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.

H) 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.

I) 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 quarantine is in accordance with the current guidance from the CDC, Massachusetts Department of Public Health (MA DPH) or the local Board of Health Authority. At the end of the quarantine period the teacher should present evidence that the appropriate authorities permitting them to return to school.

J) **PARENTAL LEAVE** - Any FREA member 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 their 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.

1) FREA members shall be entitled to 12-weeks parental leave, 14-weeks Caesarian section leave following the birth or adoption of a child. During such, leave members shall be granted the following paid leave benefits, prior to accessing any other paid leave benefits in the CBA:

a) Up to 4 work weeks of paid Parental Leave, on consecutive work days, not from sick time.
b) Members may use accumulated leave and Parental Leave Bank days for the remainder of their Parental leave.

c) The Leave must begin within 4 months of the date of birth or adoption of their child.
d) If both parents are employees of the Fall River Public Schools, each parent will be entitled to the full leave.
e) The salary is prorated for less than full-time employees.
f) The employee must be employed for a minimum of three (3) months to be eligible for this benefit.

2) 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 them the job they previously held or one substantially similar to it.

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

4) 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 parental leave. In all such cases when such employee returns, their seniority date will remain the same as it was prior to their parental leave. Any person on leave for a full school year under this section shall not be credited with sick leave accrual for that year.

B) 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 an employee has been found to have used at least twelve (12) sick days in one school year without written documentation from a qualified physician, or has exhibited a pattern that raises the suspicion of sick leave abuse, the employer may require such employee to provide written documentation from a qualified physician.

1) 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.

2) 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.

3) 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.

C) 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.

D) 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.

E) 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.

F) 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.

G) If a teacher leaves the school sick after the halfway point in their regular workday 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 the halfway point in their regular workday due to illness, a full day (1 day) of sick leave will be deducted from the teacher's sick leave account.

H) All employees will maintain their use of accrued time and attendance records using the district's automated system(Frontline). Employees will be trained and will implement the software to notify of absences, and use for overtime records.

I) **SICK LEAVE BUY BACK** - A teacher in the Fall River School System with a minimum of fifteen (15) years of service will be compensated at thirty-five dollars ($35.00) for each day of accumulated unused days up to 183 days upon resignation, retirement, or death. In addition, teachers will be compensated at thirty-five dollars ($35.00) a day for 25 percent (25%) of all days accumulated over 183 days. Money will be payable by August 31st of the year that they retire.

J) Employees with perfect attendance from day one (1) to forty-five (45), forty-six (46) to ninety (90), ninety-one (91) to one-hundred-thirty-five (135), one-hundred-thirty-six (136) until the last day of the school year shall receive $100 per forty-five day period which they have perfect attendance.

K) 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

A) 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:

1) No more than fifteen (15) members of the teaching staff will be absent on sabbatical leave during a particular school year.

2) 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.

3) 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.

4) 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.

5) 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.

6) 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.

7) 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) 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 four hundred ($400). When three (3) credits are granted, said credits will apply for horizontal movement on the salary schedule. Human resources will confirm the assignment of a student teacher and confirm the options of recognition available to the supervisory teacher.

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

C) Related service providers shall be selected and receive compensation for supervising graduate student interns as set forth in article XXVII.A

D) Members not mentioned above, supervising interns in their field with superintendent approval shall be selected and receive compensation for supervising interns as set forth in article XXVII.A

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 ADMINISTRATOR FEEDBACK

A) All administrators shall be subject to written feedback from teachers they supervise twice per year. One such feedback may be performed during the first week of December. One such may be performed during the first week of March. Participation for such feedback shall be at the option of the individual teacher.

B) The December forms will be collected by the Faculty Representative, and a copy of these unsigned forms will be given to the administrator being discussed.

C) The March feedback 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 discussed.

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. For purposes of reduction in force, the nurse educator and the behavior therapist groups shall each have their own seniority lists which shall stand and function separately from the teachers' seniority list.

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) Sick Leave Bank and Committee

1) 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.

2) 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.

3) 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.

4) 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.

B) **RULES OF THE SICK LEAVE BANK**

1) 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 sic (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.

2) 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.

3) 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:

a) As provided for in Article 25, Section 1., a teacher is allowed: 4 sick days per year, effective September 1, 2014.

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

4) The Committee reserves the right to reconsider any decision upon the presentation of new evidence received within 21 days.

5) 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.

6) 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.

7) 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.

8) All newly appointed teachers will be assessed one (1) day.

9) All decisions made by the Sick Leave Bank Committee will be done by majority vote of members present.

10) The Sick Leave Bank will meet on a monthly basis through the School Year. In emergency situations, the Chairperson can call a meeting within a period of 24 hours of the emergency or take an electronic poll of the members to be ratified at the next meeting.

11) 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.

12) 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.

a) Proration of Sick Leave Bank Days

FREA Members with	Maximum Number of Days Available
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.

5) 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

OUR CITY, OUR KIDS: JOINT LABOR MANAGEMENT COLLABORATIVE COMMITTEES

A) The following joint labor management committees shall be established: 1) Diversity and Equity; 2) Restorative Practices; 3) Curriculum and Assessment; 4) Special Education; 5) English Language Learning; and 6) Health and Safety 7) Social Emotional Learning.

B) Each of the seven (7) committees will be co-chaired by a Superintendent designee an FREA designee, and an FRAA designee. Each of these committees shall be made up of at least as many FREA members as administrators, as determined by the respective co-chairs. Additional committee members may be added at the team's discretion which may include a parent and/or student representative.

C) Each committee shall identify the needs of the community, advise on policy, procedure and budget.

D) The Diversity and Equity Committee shall include parents, community members, and students. This committee shall be charged with listening and responding to issues regarding equity, access, and justice in support of developing and recommending programming supports.

E) All committee members will earn a $400 stipend for their participation paid for by the committee. The association will pay an additional $250 stipend to one (1) FREA co-chair for each committee.

F) With the exception of the Diversity and Equity Committee, there will be no more than twelve (12 members per committee.

G) Committees shall meet a minimum of five (5) times per year.

1) Superintendent may waive 5 meeting requirements with the recommendation of the co-chairs.

H) Members can be replaced after missing 2 consecutive meetings by the leadership of the body they represent.

I) Each year, each committee will develop guiding documents to structure and direct the committee's work.

1) Guiding documents will include but are not limited to mission statement, vision statement, goals, and action plan.

J) Each JLMC will attend and participate in at least one relevant school committee subcommittee per year.

K) Each committee shall annually present a formal report of the output of the committee and make recommendations to the Superintendent and FREA President and make a presentation to the School Committee. Such reports shall also be shared with bargaining committees.

1) If consensus cannot be reached in the JLMC prior to meeting with the school committee, then two reports may be presented to the school committee. The report(s) may be used in contract negotiations for the successor agreement to this contract.

Article XXXV
PARENTAL LEAVE BANK

A) The parental 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 would therefore have an unpaid portion of their parental leave.

1) Members may volunteer to have their sick leave reduced by up to 30 days, and those days will be deposited into the Parental Leave Bank. In the event the bank is exhausted during the term of this Agreement, all qualified members will be asked to voluntarily 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.

2) The grant of parental leave by the parental leave bank committee to an eligible employee shall not exceed ten (10) days.

3) Eligibility for days from the Parental Leave Bank: An applicant must be a FREA member in good standing and must otherwise meet the conditions of parental leave as provided in M.G.L. c. 149, §105D.

4) All requests of the Parental Leave Bank must be submitted to Human Resources and the FREA, in writing.

5) Granting of days from the Parental Leave Bank will be automatic upon submission of evidence of birth or adoption and verification that the member has exhausted sick days.

6) In the event the parental leave bank does not have enough days to cover requests, members will be awarded days in order of child birth/adoption date.

7) Members that exhaust all of their accumulated leave and are granted 10 days from the Parental Leave bank, may reserve up to 5 of those days for after their return to work. Unused parental leave days shall be returned to the parental leave bank at the end of the school year.

ARTICLE XXXVI

DURATION

The provisions of this Agreement will be effective as of September 1, 2024, and will continue and remain in full force and effect until August 31, 2027. The Association and the Committee agree to take steps necessary to implement the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2025.

FALL RIVER, MASSACHUSETTS SCHOOL COMMITTEE
BY:

Mayor Paul Coogan, Chairperson

Mimi Larrivee, Vice Chairperson

Kevin Aguiar

Bobby Bailey

Collin Dias

Tom Khoury

Shelli Pereira

FALL RIVER, MASSACHUSETTS EDUCATORS' ASSOCIATION
BY:

Keith Michon Jr, President, FREA

ATTORNEY FOR THE FALL RIVER, MASSACHUSETTS SCHOOL COMMITTEE
BY:

Bruce A. Assad, Legal Counsel

AUDITOR, CITY OF FALL RIVER
BY:

Chris Murphy

CORPORATION COUNSEL CITY OF FALL RIVER
BY:

Alan Rumsey

APPENDIX A

TEACHERS' SALARY SCHEDULE

Increase the schedule as follows:

A) Homebound Tutoring/ESY rate for this agreement shall be: $47.00

B) Standard hourly rate for SY 2025 shall be: $40.00

C) Standard hourly rate for SY 2026 shall be: $41.00

D) Standard hourly rate for SY 2027 shall be: $42.00

E) Appendix A, Teacher Salary Schedule, increase as follows:

1) Effective at the start of 2024-2025 school year: Steps 1 - 8	7%
2) Effective at the start of 2024-2025 school year: Steps 9 - 12	8%
3) Effective at the start of 2025-2026 school year: Steps 1 - 8	5%
4) Effective at the start of 2025-2026 school year: Steps 9 - 12	6%
5) Effective at the start of 2026-2027 school year: Steps 1 - 12	5%
6) Effective 91st day of 2026-2027 school year: Steps 9 - 12	1%

F) All Coaching, and Club/Activities salaries in the Agreement: See Salary Grids

G) All Other position stipends: See Appendix

SALARY SCALE 2024-2025 BASE SCHEDULE FOR ALL TEACHERS WITHOUT EXPANDED LEARNING TIME										
	BA	**BA15**	**BA30**	**BA45**	**B+60 MA**	**MA15**	**MA30**	**MA45**	**MA60**	**CAGS DOC**
Step 1	51,455	52,166	52,886	53,609	54,253	54,609	54,972	55,335	56,057	56,700
Step 2	53,960	54,713	55,476	56,234	56,874	57,257	57,639	58,009	58,774	59,415
Step 3	56,608	57,393	58,196	58,989	59,631	60,030	60,424	60,830	61,619	62,262
Step 4	59,381	60,212	61,044	61,885	62,525	62,949	63,360	63,779	64,617	65,259
Step 5	62,295	63,162	64,046	64,919	65,559	66,004	66,441	66,882	67,755	68,399
Step 6	65,355	66,266	67,190	68,115	68,756	69,216	69,676	70,140	71,061	71,703
Step 7	68,566	69,524	70,494	71,465	72,108	72,587	73,069	73,559	74,526	75,165
Step 8	71,935	72,945	73,964	74,979	75,619	76,132	76,641	77,147	78,165	78,808
Step 9	76,179	77,248	78,331	79,409	80,057	80,596	81,131	81,673	82,750	83,399
Step 10	79,929	81,062	82,196	83,327	83,974	84,539	85,101	85,670	86,801	87,444
Step 11	83,328	84,459	85,595	86,725	87,372	87,937	88,501	89,065	90,196	90,842
Step 12	86,672	87,847	89,029	90,205	90,878	91,465	92,052	92,639	93,815	94,487

SALARY SCALE 2024-2025 BASE SCHEDULE FOR ELT 60 hrs. @ $2,667 PER ANNUM										
	BA	**BA15**	**BA30**	**BA45**	**B+60 MA**	**MA15**	**MA30**	**MA45**	**MA60**	**CAGS D**
Step 1	54,122	54,833	55,553	56,276	56,920	57,276	57,639	58,002	58,724	59,367
Step 2	56,627	57,380	58,143	58,901	59,541	59,924	60,306	60,676	61,441	62,082
Step 3	59,275	60,060	60,863	61,656	62,298	62,697	63,091	63,497	64,286	64,929
Step 4	62,048	62,879	63,711	64,552	65,192	65,616	66,027	66,446	67,284	67,926
Step 5	64,962	65,829	66,713	67,586	68,226	68,671	69,108	69,549	70,422	71,066
Step 6	68,022	68,933	69,857	70,782	71,423	71,883	72,343	72,807	73,728	74,370
Step 7	71,233	72,191	73,161	74,132	74,775	75,254	75,736	76,226	77,193	77,832
Step 8	74,602	75,612	76,631	77,646	78,286	78,799	79,308	79,814	80,832	81,475
Step 9	78,846	79,915	80,998	82,076	82,724	83,263	83,798	84,340	85,417	86,066
Step 10	82,596	83,729	84,863	85,994	86,641	87,206	87,768	88,337	89,468	90,111
Step 11	85,995	87,126	88,262	89,392	90,039	90,604	91,168	91,732	92,863	93,509
Step 12	89,339	90,514	91,696	92,872	93,545	94,132	94,719	95,306	96,482	97,154

SALARY SCALE 2024-2025 BASE SCHEDULE FOR ELT 90 hrs. @ $4,000 PER ANNUM										
	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS D
Step 1	55,455	56,166	56,886	57,609	58,253	58,609	58,972	59,335	60,057	60,700
Step 2	57,960	58,713	59,476	60,234	60,874	61,257	61,639	62,009	62,774	63,415
Step 3	60,608	61,393	62,196	62,989	63,631	64,030	64,424	64,830	65,619	66,262
Step 4	63,381	64,212	65,044	65,885	66,525	66,949	67,360	67,779	68,617	69,259
Step 5	66,295	67,162	68,046	68,919	69,559	70,004	70,441	70,882	71,755	72,399
Step 6	69,355	70,266	71,190	72,115	72,756	73,216	73,676	74,140	75,061	75,703
Step 7	72,566	73,524	74,494	75,465	76,108	76,587	77,069	77,559	78,526	79,165
Step 8	75,935	76,945	77,964	78,979	79,619	80,132	80,641	81,147	82,165	82,808
Step 9	80,179	81,248	82,331	83,409	84,057	84,596	85,131	85,673	86,750	87,399
Step 10	83,929	85,062	86,196	87,327	87,974	88,539	89,101	89,670	90,801	91,444
Step 11	87,328	88,459	89,595	90,725	91,372	91,937	92,501	93,065	94,196	94,842
Step 12	90,672	91,847	93,029	94,205	94,878	95,465	96,052	96,639	97,815	98,487

SALARY SCALE EE: 2025-2026 BASE SCHEDULE FOR ALL TEACHERS WITHOUT EXPANDED LEARNING TIME										
	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
Step 1	54,028	54,774	55,530	56,290	56,966	57,339	57,721	58,102	58,860	59,535
Step 2	56,658	57,449	58,250	59,046	59,717	60,120	60,521	60,909	61,713	62,386
Step 3	59,439	60,262	61,106	61,939	62,613	63,032	63,445	63,871	64,700	65,375
Step 4	62,350	63,223	64,096	64,979	65,652	66,097	66,528	66,968	67,848	68,522
Step 5	65,410	66,320	67,248	68,165	68,837	69,304	69,763	70,227	71,142	71,819
Step 6	68,622	69,579	70,549	71,521	72,194	72,677	73,160	73,647	74,614	75,288
Step 7	71,994	73,001	74,018	75,039	75,714	76,216	76,723	77,237	78,252	78,924
Step 8	75,532	76,592	77,662	78,728	79,400	79,938	80,473	81,004	82,073	82,748
Step 9	80,750	81,883	83,031	84,174	84,861	85,432	85,999	86,573	87,715	88,403
Step 10	84,724	85,925	87,127	88,327	89,013	89,612	90,207	90,810	92,009	92,691
Step 11	88,328	89,527	90,731	91,929	92,614	93,213	93,811	94,409	95,608	96,293
Step 12	91,872	93,118	94,370	95,617	96,330	96,953	97,575	98,198	99,444	100,156

SALARY SCALE 2025-2026 BASE SCHEDULE FOR ELT 60 hrs. @ $2,667 PER ANNUM

	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
Step 1	56,695	57,441	58,197	58,957	59,633	60,006	60,388	60,769	61,527	62,202
Step 2	59,325	60,116	60,917	61,713	62,384	62,787	63,188	63,576	64,380	65,053
Step 3	62,106	62,929	63,773	64,606	65,280	65,699	66,112	66,538	67,367	68,042
Step 4	65,017	65,890	66,763	67,646	68,319	68,764	69,195	69,635	70,515	71,189
Step 5	68,077	68,987	69,915	70,832	71,504	71,971	72,430	72,894	73,809	74,486
Step 6	71,289	72,246	73,216	74,188	74,861	75,344	75,827	76,314	77,281	77,955
Step 7	74,661	75,668	76,685	77,706	78,381	78,883	79,390	79,904	80,919	81,591
Step 8	78,199	79,259	80,329	81,395	82,067	82,605	83,140	83,671	84,740	85,415
Step 9	83,417	84,550	85,698	86,841	87,528	88,099	88,666	89,240	90,382	91,070
Step 10	87,391	88,592	89,794	90,994	91,680	92,279	92,874	93,477	94,676	95,358
Step 11	90,995	92,194	93,398	94,596	95,281	95,880	96,478	97,076	98,275	98,960
Step 12	94,539	95,785	97,037	98,284	98,997	99,620	100,242	100,865	102,111	102,823

SALARY SCALE 2025-2026 BASE SCHEDULE FOR ELT 90 hrs. @ $4,000 PER ANNUM

	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
Step 1	58,028	58,774	59,530	60,290	60,966	61,339	61,721	62,102	62,860	63,535
Step 2	60,658	61,449	62,250	63,046	63,717	64,120	64,521	64,909	65,713	66,386
Step 3	63,439	64,262	65,106	65,939	66,613	67,032	67,445	67,871	68,700	69,375
Step 4	66,350	67,223	68,096	68,979	69,652	70,097	70,528	70,968	71,848	72,522
Step 5	69,410	70,320	71,248	72,165	72,837	73,304	73,763	74,227	75,142	75,819
Step 6	72,622	73,579	74,549	75,521	76,194	76,677	77,160	77,647	78,614	79,288
Step 7	75,994	77,001	78,018	79,039	79,714	80,216	80,723	81,237	82,252	82,924
Step 8	79,532	80,592	81,662	82,728	83,400	83,938	84,473	85,004	86,073	86,748
Step 9	84,750	85,883	87,031	88,174	88,861	89,432	89,999	90,573	91,715	92,403
Step 10	88,724	89,925	91,127	92,327	93,013	93,612	94,207	94,810	96,009	96,691
Step 11	92,328	93,527	94,731	95,929	96,614	97,213	97,811	98,409	99,608	100,293
Step 12	95,872	97,118	98,370	99,617	100,330	100,953	101,575	102,198	103,444	104,156

SALARY SCALE EE: 2026-2027 First day BASE SCHEDULE FOR ALL TEACHERS WITHOUT EXPANDED LEARNING TIME										
	BA	**BA15**	**BA30**	**BA45**	**B+60 M**	**MA15**	**MA30**	**MA45**	**MA60**	**CAGS DOC**
Step 1	56,729	57,513	58,307	59,104	59,814	60,206	60,607	61,007	61,803	62,512
Step 2	59,491	60,322	61,163	61,998	62,703	63,126	63,547	63,955	64,798	65,505
Step 3	62,411	63,275	64,161	65,035	65,743	66,183	66,617	67,065	67,935	68,644
Step 4	65,467	66,384	67,300	68,228	68,934	69,401	69,854	70,317	71,241	71,948
Step 5	68,681	69,636	70,611	71,573	72,279	72,769	73,251	73,738	74,699	75,410
Step 6	72,053	73,058	74,077	75,097	75,804	76,311	76,818	77,329	78,345	79,052
Step 7	75,594	76,651	77,719	78,790	79,499	80,027	80,559	81,099	82,164	82,870
Step 8	79,308	80,422	81,545	82,665	83,370	83,935	84,497	85,055	86,176	86,885
Step 9	84,787	85,977	87,183	88,382	89,104	89,703	90,298	90,902	92,100	92,823
Step 10	88,961	90,222	91,484	92,743	93,463	94,092	94,717	95,351	96,609	97,326
Step 11	92,745	94,003	95,268	96,525	97,245	97,874	98,501	99,130	100,388	101,107
Step 12	96,466	97,774	99,089	100,398	101,147	101,801	102,453	103,107	104,416	105,164

SALARY SCALE 2026-2027 Day 1 BASE SCHEDULE FOR ELT 60 hrs. @ $2,667 PER ANNUM										
	BA	**BA15**	**BA30**	**BA45**	**B+60 MA**	**MA15**	**MA30**	**MA45**	**MA60**	**CAGS DOC**
Step 1	59,396	60,180	60,974	61,771	62,481	62,873	63,274	63,674	64,470	65,179
Step 2	62,158	62,989	63,830	64,665	65,370	65,793	66,214	66,622	67,465	68,172
Step 3	65,078	65,942	66,828	67,702	68,410	68,850	69,284	69,732	70,602	71,311
Step 4	68,134	69,051	69,967	70,895	71,601	72,068	72,521	72,984	73,908	74,615
Step 5	71,348	72,303	73,278	74,240	74,946	75,436	75,918	76,405	77,366	78,077
Step 6	74,720	75,725	76,744	77,764	78,471	78,978	79,485	79,996	81,012	81,719
Step 7	78,261	79,318	80,386	81,457	82,166	82,694	83,226	83,766	84,831	85,537
Step 8	81,975	83,089	84,212	85,332	86,037	86,602	87,164	87,722	88,843	89,552
Step 9	87,454	88,644	89,850	91,049	91,771	92,370	92,965	93,569	94,767	95,490
Step 10	91,628	92,889	94,151	95,410	96,130	96,759	97,384	98,018	99,276	99,993
Step 11	95,412	96,670	97,935	99,192	99,912	100,541	101,168	101,797	103,055	103,774
Step 12	99,133	100,441	101,756	103,065	103,814	104,468	105,120	105,774	107,083	107,831

SALARY SCALE 2026-2027 Day 1 BASE SCHEDULE FOR ELT 90 hrs. @ $4,000 PER ANNUM										
	BA	**BA15**	**BA30**	**BA45**	**B+60 MA**	**MA15**	**MA30**	**MA45**	**MA60**	**CAGS DOC**
Step 1	60,729	61,513	62,307	63,104	63,814	64,206	64,607	65,007	65,803	66,512
Step 2	63,491	64,322	65,163	65,998	66,703	67,126	67,547	67,955	68,798	69,505
Step 3	66,411	67,275	68,161	69,035	69,743	70,183	70,617	71,065	71,935	72,644
Step 4	69,467	70,384	71,300	72,228	72,934	73,401	73,854	74,317	75,241	75,948
Step 5	72,681	73,636	74,611	75,573	76,279	76,769	77,251	77,738	78,699	79,410
Step 6	76,053	77,058	78,077	79,097	79,804	80,311	80,818	81,329	82,345	83,052
Step 7	79,594	80,651	81,719	82,790	83,499	84,027	84,559	85,099	86,164	86,870
Step 8	83,308	84,422	85,545	86,665	87,370	87,935	88,497	89,055	90,176	90,885
Step 9	88,787	89,977	91,183	92,382	93,104	93,703	94,298	94,902	96,100	96,823
Step 10	92,961	94,222	95,484	96,743	97,463	98,092	98,717	99,351	100,609	101,326
Step 11	96,745	98,003	99,268	100,525	101,245	101,874	102,501	103,130	104,388	105,107
Step 12	100,466	101,774	103,089	104,398	105,147	105,801	106,453	107,107	108,416	109,164

SALARY SCALE EE: 2026-2027 91st day BASE SCHEDULE FOR ALL TEACHERS WITHOUT EXPANDED LEARNING TIME										
	BA	**BA1**	**BA30**	**BA45**	**B+60 M**	**MA15**	**MA30**	**MA45**	**MA60**	**CAGS DOC**
Step 1	56,72	57,5	58,307	59,104	59,814	60,206	60,607	61,007	61,803	62,512
Step 2	59,49	60,3	61,163	61,998	62,703	63,126	63,547	63,955	64,798	65,505
Step 3	62,41	63,2	64,161	65,035	65,743	66,183	66,617	67,065	67,935	68,644
Step 4	65,46	66,3	67,300	68,228	68,934	69,401	69,854	70,317	71,241	71,948
Step 5	68,68	69,6	70,611	71,573	72,279	72,769	73,251	73,738	74,699	75,410
Step 6	72,05	73,0	74,077	75,097	75,804	76,311	76,818	77,329	78,345	79,052
Step 7	75,59	76,6	77,719	78,790	79,499	80,027	80,559	81,099	82,164	82,870
Step 8	79,30	80,4	81,545	82,665	83,370	83,935	84,497	85,055	86,176	86,885
Step 9	85,63	86,8	88,055	89,266	89,995	90,600	91,201	91,811	93,021	93,751
Step 1	89,85	91,1	92,398	93,671	94,398	95,033	95,664	96,304	97,575	98,299
Step 1	93,67	94,9	96,220	97,490	98,217	98,852	99,486	100,121	101,392	102,118
Step 1	97,43	98,7	100,080	101,402	102,158	102,819	103,478	104,138	105,461	106,216

SALARY SCALE 2026-2027 Day 91 BASE SCHEDULE FOR ELT 60 hrs. @ $2,667 PER ANNUM

	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
Step 1	59,396	60,180	60,974	61,771	62,481	62,873	63,274	63,674	64,470	65,179
Step 2	62,158	62,989	63,830	64,665	65,370	65,793	66,214	66,622	67,465	68,172
Step 3	65,078	65,942	66,828	67,702	68,410	68,850	69,284	69,732	70,602	71,311
Step 4	68,134	69,051	69,967	70,895	71,601	72,068	72,521	72,984	73,908	74,615
Step 5	71,348	72,303	73,278	74,240	74,946	75,436	75,918	76,405	77,366	78,077
Step 6	74,720	75,725	76,744	77,764	78,471	78,978	79,485	79,996	81,012	81,719
Step 7	78,261	79,318	80,386	81,457	82,166	82,694	83,226	83,766	84,831	85,537
Step 8	81,975	83,089	84,212	85,332	86,037	86,602	87,164	87,722	88,843	89,552
Step 9	88,302	89,504	90,722	91,933	92,662	93,267	93,868	94,478	95,688	96,418
Step 10	92,517	93,791	95,065	96,338	97,065	97,700	98,331	98,971	100,242	100,966
Step 11	96,339	97,610	98,887	100,157	100,884	101,519	102,153	102,788	104,059	104,785
Step 12	100,098	101,419	102,747	104,069	104,825	105,486	106,145	106,805	108,128	108,883

SALARY SCALE 2026-2027 Day 91 BASE SCHEDULE FOR ELT 90 hrs. @ $4,000 PER ANNUM

	BA	BA15	BA30	BA45	B+60 MA	MA15	MA30	MA45	MA60	CAGS DOC
Step 1	60,729	61,513	62,307	63,104	63,814	64,206	64,607	65,007	65,803	66,512
Step 2	63,491	64,322	65,163	65,998	66,703	67,126	67,547	67,955	68,798	69,505
Step 3	66,411	67,275	68,161	69,035	69,743	70,183	70,617	71,065	71,935	72,644
Step 4	69,467	70,384	71,300	72,228	72,934	73,401	73,854	74,317	75,241	75,948
Step 5	72,681	73,636	74,611	75,573	76,279	76,769	77,251	77,738	78,699	79,410
Step 6	76,053	77,058	78,077	79,097	79,804	80,311	80,818	81,329	82,345	83,052
Step 7	79,594	80,651	81,719	82,790	83,499	84,027	84,559	85,099	86,164	86,870
Step 8	83,308	84,422	85,545	86,665	87,370	87,935	88,497	89,055	90,176	90,885
Step 9	89,635	90,837	92,055	93,266	93,995	94,600	95,201	95,811	97,021	97,751
Step 10	93,850	95,124	96,398	97,671	98,398	99,033	99,664	100,304	101,575	102,299
Step 11	97,672	98,943	100,220	101,490	102,217	102,852	103,486	104,121	105,392	106,118
Step 12	101,431	102,752	104,080	105,402	106,158	106,819	107,478	108,138	109,461	110,216

APPENDIX A-2
LONGEVITY

Section 1.

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

Effective:

5-9 years	$ 572
10-14 years	$ 754
15-19 years	$ 1248
20-24 years	$ 1,872
25-29 years	$ 2,496
30 years and over	$ 3,120

APPENDIX A-3
EVENING SCHOOL, SUMMER SCHOOL, TUTORING, INTRAMURALS AND COMMITTEE WORK – All teaching personnel will receive the negotiated hourly rate **unless otherwise specified.**.

A) All teaching personnel will receive the negotiated hourly rate unless otherwise specified.

B) For homebound tutoring, the educator will receive 1.25 hours for each hour of service, with the additional .25 hour to be used as preparation time. This creates a ratio of 1 hour of prep time for each 4 hours of service.

APPENDIX A-4
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 50 hours as expressly stipulated in the outline with compensation as stated in A-12.)

APPENDIX A-5
TEACHERS OF SPECIAL EDUCATION:

APPENDIX A-6

COACHES: Coaching positions covered by this contract include but are not limited to the positions specified in Appendix A-7

ASSISTANT COACHES: The varsity program coaches may request additional assistant coaches not specified in this agreement through the athletic director. The superintendent shall make the decision on additional coaching positions in the case of extraordinary interest or health and safety. Such decisions shall be final and non-grievable. Said coaches will be compensated at the assistant/JV coaches rate specified in this agreement(70% of the head coaches rate).

If a team does not have enough players to proceed into the season, the team is cancelled for the season and said coach is not paid. However, if the varsity program coach makes a cogent argument(for example, health, safety conditions) for additional assistant coaches, said coaches' position will be offered at the rate specified in this agreement to retain the displaced coach on the staff.

POSITION SPECIALISTS: The boys' and girls' soccer teams shall share a position specialist, goalie coach. Position specialists shall receive a $2000 stipend for the season. The boys' and girls' varsity coaches will work collaboratively with the athletic director to determine an equitable schedule for working with athletes.

Varsity program coaches for other sports may request position specialists coaches through the athletic director. The superintendent shall make the final decision on such positions. Such decisions shall be final and non-grievable.

Placement on Salary Tiers: Prior coaching experience in Fall River either as an assistant or head coach of another sport shall be considered when placing coaches on salary tiers. The superintendent shall make the final decision on such positions. Such decisions shall be final and non-grievable.

Coaches on leave from another position in the district may continue their duties as an athletic coach with approval of the superintendent.

APPENDIX A-7
HIGH SCHOOL COACHING STIPENDS

Fall	Starting	After 3 years
Football	**Tier 1**	**Tier 2**
Head Coach	$10,310	$11,638
JV Coach	$7,217	$8,119
Freshmen Coach	$7,217	$8,119
Assistant Coach	$7,217	$8,119
Assistant Coach	$7,217	$8,119

Assistant Coach	$7,217	$8,119
Assistant Coach	$7,217	$8,119
Assistant Coach	$7,217	$8,119
Boys Soccer		
Head Coach	$6,444	$7,274
JV Coach	$4,511	$5,075
Freshmen Coach	$4,511	$5,075
Girls Soccer		
Head Coach	$6,444	$7,274
JV Coach	$4,511	$5,075
Freshman Coach	$4,511	$5,075
Cross Country		
Head Coach	$6,444	$7,274
Assistant Coach	$4,511	$5,075
Girls Volleyball		
Head Coach	$6,444	$7,274
JV Coach	$4,511	$5,075
Freshmen Coach	$4,511	$5,075
Field Hockey		

Head Coach	$6,444	$7,274
JV Coach	$4,511	$5,075
Golf		
Head Coach	$4,290	$4,842
Cheerleading		
Head Coach	$3,500	$3,913
Assistant Coach	$2,100	$2,568
Equipment Manager	$2,300	

Winter	**Starting**	**After 3 years**
Boys Basketball	**Tier 1**	**Tier 2**
Head Coach	$7,733	$8,729
JV Coach	$5,413	$6,090
Freshmen Coach	$5,413	$6,090
Girls Basketball		
Head Coach	$7,733	$8,729
JV Coach	$5,413	$6,090
Freshmen Coach	$5,413	$6,090

Ice Hockey		
Head Coach	$7,733	$8,729
Assistant Coach	$5,413	$6,090
Boys Winter Track		
Head Coach	$7,089	$8,002
Assistant Coach	$4,962	$5,583
Girls Winter Track		
Head Coach	$7,089	$8,002
Assistant Coach	$4,962	$5,583
Boys & Girls Swimming & Diving		
Head Coach	$6,444	$7,274
Assistant Coach	$4,511	$5,075
Assistant Coach	$4,511	$5,075
Wrestling		
Head Coach	$7,089	$8,002
Assistant Coach	$4,962	$5,583
Cheerleading		
Head Coach	$4,500	$5,079

Assistant coach	$3,150	$3,544
Unified Basketball		
Head Coach		$2,048
Equipment Manager		$2,300

Spring	Starting	After 3 years
Baseball	**Tier 1**	**Tier 2**
Head Coach	$7,089	$8,002
JV Coach	$4,962	$5,583
Freshmen Coach	$4,962	$5,583
Assistant Coach	$4,962	$5,583
Softball		
Head Coach	$7,089	$8,002
JV Coach	$4,962	$5,583
Freshman Coach	$4,962	$5,583
Assistant Coach	$4,962	$5,583
Boys Spring Track		
Head Coach	$6,444	$7,274
Assistant Coach	$4,511	$5,075

Assistant Coach	$4,511	$5,075
Girls Spring Track		
Head Coach	$6,444	$7,274
Assistant Coach	$4,511	$5,075
Assistant Coach	$4,511	$5,075
Boys Tennis		
Head Coach	$6,444	$7,274
Girls Tennis		
Head Coach	$6,444	$7,274
Boys Volleyball		
Head Coach	$6,444	$7,274
JV Coach	$4,511	$5,075
Unified Track and Field		
Head Coach	$2,048	
Equipment Manager	$2,300	

APPENDIX A-8
MIDDLE SCHOOL COACHING STIPENDS

FALL

Sport	Position	2025 – 2027 Stipend
Boys' Soccer	Head Coach	$1,484
	Assistant Coach	$800
Girls' Soccer	Head Coach	$1,484
	Assistant Coach	$800
Cross Country	Head Coach	$1,484
Field Hockey	Head Coach	$1,484
	Assistant Coach	$800
All	Athletic Trainer	$40 per hour

WINTER

Sport	Position	2025 – 2027 Stipend
Boys' Basketball	Head Coach	$ 1802
	Assistant Coach	$ 800
Girls' Basketball	Head Coach	$ 1802
	Assistant Coach	$ 800
Cheerleading	Head Coach	$ 1802
All	Athletic Trainer	$40 per hour

SPRING

Sport	Position	2025 – 2027 Stipend
Baseball	Head Coach	$1,484
	Assistant Coach	$800
Softball	Head Coach	$1,484
	Assistant Coach	$800

Flag Football	Head Coach	$1,484
	Assistant Coach	$800
Track and Field	Head Coach	$1,484
	Assistant Coach	$800
Cheerleading	Head Coach	$1,484
All	Athletic Trainer	$40 per hour

APPENDIX A-9
ELEMENTARY SCHOOL COACHING STIPENDS

Stipends include all practices, games and playoffs within a 10 to 12-week season (basketball) and in a 6 to 8-week season (baseball/softball).

Fall/Winter Basketball – Girls and Boys

Position	Stipend
Head Coach	$ 672
Assistant Coach	$ 560

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

APPENDIX A-10 DURFEE CLUBS AND ACTIVITIES

The Association and the School Committee recognize that the needs and interests of students should guide the Student Activities at Durfee High School. Accordingly, the Association and the School Committee agree that there shall be a maximum of fifty-four (54) club, activity or role stipends at Durfee High School earned by the advisor or director of the club, activity, or role. Of those fifty-four (54) all shall receive a stipend of $1,100 per school year, except for the following:

Performing Arts Stipends

Yearly	**2025 - 2027 Stipend**
Lead Band Director	7000
Drama Director	7000
Chorus Director	3700
Orchestra Director	3700
Stage/Jazz Band Director	1300

Technical Theatre Advisor & Coordinator	7000
Acting Coach	2000
Drama Technical Assistant	1800

Fall	**2025 - 2027 Stipend**
Assistant Marching Band Director (formerly Assistant Band Director)	3500
Fall Percussion Director	3700
Fall Color Guard Director	3700
Fall Visual Director (formally Drill Band Instructor)	1600
~~Percussion Technician~~	
~~Color Guard Technician~~	
~~Visual Technician~~	
Music Technician	2000

Spring	**2025 - 2027 Stipend**
Indoor Percussion Director	2500
Indoor Percussion Technician	2000
Indoor Color Guard Director	1500
Indoor Color Guard Technician	2000

Clubs	**2025 - 2027 Stipend**
Graduation Advisor	$1,100
Junior Prom Advisor	$1,100
Senior Prom Advisor	$1,100
Student Government and Student Activities Coordinator	$7,000
Video/Multimedia Club Advisor (FRED TV)	$3,500

Yearbook Advisor	$2,500
National Honor Society	$1,600
Senior Class Advisor	$2,000
Senior Class Advisor	$2,000
Junior Class Advisor	$1,800
Junior Class Advisor	$1800
Sophomore Class Advisor	$1,350
Sophomore Class Advisor	$1350
Freshman Class Advisor	$1,350
Freshman Class Advisor	$1350
Alumni Connections Network Director	$1,100
Debate Team Coach	$1,600
Other clubs *see below* (x20)	$1,100

Club Meetings: Advisors will hold meetings at least two (2) times per month (unless seasonal) and document student participation and club activities. Each club will be given a shared online spreadsheet and will be required to track student attendance for each meeting/event.

Vacancies, Removal, and Selection: When a vacancy exists for a club or activity advisor/director, the Administration shall post said opening. If said opening remains unfilled or when participation in a club or activity has significantly declined, proposals to convert an activity or establish an alternate activity may be submitted to the principal. The principal may also discontinue a club for a year if he/she deems participation too low. Following submission to the Principal, the Activity Coordinator/s and a representative of the Administration shall convene and reach consensus on accepting or denying such proposals. Any accepted proposals will be forwarded to the Superintendent for final approval.

Allowances to Specific Clubs: Certain above activities require consistent and predictable yearly funding for specific events and material needs. Therefore additional funding for individual clubs (beyond the stipend to the responsible) is needed to be used for club expenditures (transportation, uniforms, club-related equipment, etc). There shall be a Clubs + Activities Operations Budget of $25,000 each year to be allocated to support Club and Activities operations. The amounts allocated to each Club or Activity will be determined by the Club and Activities Coordinator with final approval from the building Principal.

These allowances will be tracked by the Clubs and Activities Coordinator in a general Clubs and Activities

Operation account. Club advisors may be reimbursed for approved purchases. Club Advisors/directors must submit a receipt along with a reimbursement form to be able to receive the reimbursement. Any unused funds at the conclusion of the year will be up to the discretion of the Principal.

ADDITIONAL STAFF/TECHNICIANS: Performing Arts Directors may request additional staff not specified in this agreement through the Director of Fine & Performing Arts. The superintendent shall make the decision on additional instructional staff positions in the case of educational needs of the ensemble members or health and safety. Such decisions shall be final and non-grievable. Said instructional staff will be compensated either at the **technician rate specified in Appendix A-10.**

APPENDIX A-11 Elementary Clubs and Activities

Each elementary school shall have at least two (2) clubs per year based on student needs and interest. Such clubs could be, but are not limited to academics, athletics, or the arts, i.e. engineering club, cross country, chess, or theater. It is recommended that each club run for approximately 10 weeks. Clubs will be supervised by at least 1 paid person, compensated at the negotiated hourly rate.

APPENDIX A-12

POSITION STIPENDS

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

A) Mentor Coordinator $ 7500 Per School Year

B) Mentor:

1) SY 2025: $ 2,000 per protégé
2) SY 2026: $ 2,050 per protégé
3) SY 2027: $ 2,100 per protégé

C) Related service providers supervising clinical Fellows:

1) SY 2025: $ 2,000 per protégé
2) SY 2026: $ 2,050 per protégé
3) SY 2027: $ 2,100 per protégé

D) CTE Teacher

1) For all Chapter 74 approved vocational technical education programs, an annual stipend of $2,000.00 will be provided to CTE teachers.
2) The stipend will compensate CTE educators for their industry expertise, participation in 2 annual Advisory Board meetings, Senior Showcase and 8th grade open house.

E) CTE Program Lead

1) $4,000

F) Extra Course Stipend

1) $12,000
2) Educators may voluntarily accept additional teaching responsibilities during their preparation periods in the form of an additional course on a long-term basis or until a vacancy is filled.
3) Educators that accept such responsibilities for five (5) periods per week shall receive a stipend of $12,000. Educators that accept such responsibilities for a number of periods less than or greater than 5 per week shall receive a prorated stipend.

G) Nurse Stipend - In recognition of the fact that nurses are unable to receive preparation periods as outlined in V.C.2, nurses will receive a stipend of. The stipend amount will be as follows:

1) SY 2025: $ 2,880
2) SY 2026: $ 2,952
3) SY 2027: $ 3,024

H) Nurses who obtain their school nurse national certification will receive an annual stipend of $2000 for any school year that the teacher both maintains the certification and works the entire year in Fall River.

I) Substantially separate classroom Educators(PreK-12):

1) $4,000 stipend
2) Must be licensed in assignment area
3) At the secondary level, the stipend may be prorated based on the number of substantially separate periods taught.
4) In the event an educator is involuntarily transferred, they will continue to receive the stipend for the remainder of the school year.

J) Resiliency Preparatory Academy Educators:

1) $2,000 stipend
2) Must be licensed in assignment area
3) RPA educators receiving the Substantially separate classroom educator stipend are not eligible for this stipend.
4) In the event an educator is involuntarily transferred, they will continue to receive the stipend for the remainder of the school year.

K) ETCs shall be paid their teacher salary plus an annual stipend of $6,000.

APPENDIX B

FALL RIVER PUBLIC SCHOOLS - TEACHER EVALUATION

INTRODUCTION

November 13, 2012

Table of Contents

APPENDIX B 72
FALL RIVER PUBLIC SCHOOLS - TEACHER EVALUATION 74
APPENDIX B-1 79
Overview 79
APPENDIX B-2 81
EVALUATION CYCLE 81
APPENDIX B-3 82
DEFINITIONS 82
APPENDIX B-4 86
EVALUATION TRAINING AND ORIENTATION 86
APPENDIX B-5 87
SELF-ASSESSMENT 87
APPENDIX B-6 88
GOAL SETTING 88
APPENDIX B-7 90
PLAN DEVELOPMENT 90
APPENDIX B-8 94
COLLECTION OF EVIDENCE 94
APPENDIX B-9 97
OBSERVATIONS 97
APPENDIX B-10 101
EVIDENCE USED IN EVALUATION 101
APPENDIX B-11 102
FORMATIVE EVALUATION 102
APPENDIX B-12 105
SUMMATIVE EVALUATION 105
APPENDIX B-13 108
SHORT-TERM INTERVENTION 108
APPENDIX B-14 109
TIMELINE- *(Subject to Change Each Year)* 109
APPENDIX B-15 110
GENERAL PROVISIONS 110
APPENDIX B-16 111
Fall River Public Schools Educator Self- Assessment Form 111
APPENDIX B-17 111
Fall River Public Schools Educator Plan Development Form 112

APPENDIX B-18 113
Fall River Public Schools Educator Plan Development Form (Section 2- Planned Activities) 113
APPENDIX B-19 114
Fall River Public Schools Educator Evaluation: Collection of Evidence Form 114
APPENDIX B-20 115
Fall River Public Schools Unannounced Observation Report Form 115
APPENDIX B-21 116
Fall River Public Schools Pre-Observation Announced Conference 116
APPENDIX B-22 117
Fall River Public Schools Pre- Observation Announced Conference Form (Continuation) 117
APPENDIX B-23 118
Fall River Public Schools Post- Observation Announced Conference Form 118
APPENDIX B-24 119
Formative Evaluation Report Form 119
APPENDIX B-25 123
Summative Evaluation Report Form 123
APPENDIX B-26 126
Fall River Public Schools Directed Growth Plan Form 126
APPENDIX B-27 128
Fall River Public Schools Educator Improvement Plan Form 128
APPENDIX B-28 130
Fall River Public Schools Short-Term Intervention Action Form 130
APPENDIX B-29 132
Fall River Public Schools Educator Response Form 132
APPENDIX B-30 132
SETTING SMART GOALS 133
(Source: ESE, School-Level Planning and Implementation Guide, January 2012) 133
APPENDIX C-1. TEACHER RUBRIC 135
Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher 135
D. Structure of the Teacher Rubric 136
E. Use of the Teacher Rubric 136
APPENDIX C-2 137
RUBIC STANDARDS I – IV 137
APPENDIX C-3 138
INDICATOR I - A – CURRICULUM AND PLANNING 138
APPENDIX C-4 139
Indicator I - B. - Assessment 139

APPENDIX C-5 140
Indicator I - C. - ANALYSIS 140
APPENDIX C-6 141
Indicator II - A – Instruction 141
APPENDIX C-7 142
Indicator II-B - lEARNING ENVIRONMENT 142
APPENDIX C-8 144
Indicator II - C. – CULTURAL PROFICIENCY 144
APPENDIX C – 9 145
Indicator II - D. - EXPECTAtions 145
APPENDIX C – 9 146
IndicatorS III-A, b & c– ENGAGEMENT, cOLLABORATION & COMMUNICATION 146
APPENDIX C- 10 148
Indicator IV - A. - REFLECTION & PROFFESIONAL GROWTH 148
APPENDIX C- 11 149
IndicatorS IV-C, D E & f – COLLABORATION, DECISION MAKING, SHARED & PROFESSIONAL RESPONSIBILITIES 149
Part III: Guide to Rubrics and Model Rubrics for Superintendent, Administrator, and Teacher 150
APPENDIX D – 1. 150
Specialized Instructional Support Personnel Rubric (SISP) 150
F. Structure of the Specialized Instructional Support Personnel (SISP) Rubric 152
G. Use of the Specialized Instructional Support Personnel (SISP) Rubric 152
Appendix D – 2 SISP 153
Standards I - IV 153
APPENDIX D – 3 SISP 152
INDICATORS I – A, B & C- CURRICULUM AND PLANNING, ASSESSMENTS & ANALYSIS 152
APPENDIX D – 4 SISP 157
INDICATORS II – A, B, C & D – INSTRUCTION, LEARNING ENVIRONMENT, CULTURAL PROFICIENCY, & EXPECTATION 157
APPENDIX D – 5 160
INDICATORS III – A, B & C – ENGAGEMENT, COLLABORATION & COMMUNICATION 160
APPENDIX D – 6 SISP 162
INDICATORS IV – A, B C,& D– REFLECTION PROFESSIONAL GROWTH & DECISION MAKING & COLLABORATION 162
APPENDIX D – 7 SISP 165
INDICATORS IV – E & F– SHARED RESPONSIBILITY & PROFESSIONAL RESPONSIBLITIES 165

APPENDIX E 152
Mentoring 152
APPENDIX F 155
Memorandum of Understanding Between 155
The City of Fall River and Public Employee Committee 155
APPENDIX G 166
Memorandum of Agreement 166
APPENDIX H 169
Memorandum of Agreement 169
Resolution of a Grievance Related to the Implementation of Expanded Learning Time 169
APPENDIX I 171
Memorandum of Agreement Regarding the MMSI Grant for the AP Training and Award Program .. 171
APPENDIX J ..... **Error! Bookmark not defined.**
Agreement Between The Fall River School Committee and the Fall River Educators Association For The Doran School Transition From Level 4 to Level 2 ..... **Error! Bookmark not defined.**
APPENDIX K ..... **Error! Bookmark not defined.**
Agreement Between The Fall River School Committee and the Fall River Educators Association For The Watson School Level 4 ..... **Error! Bookmark not defined.**
APPENDIX L 173
Ad-Hoc Committees 173
APPENDIX M ..... **Error! Bookmark not defined.**
MEMORANDUM OF AGREEMENT For the Morton School ..... **Error! Bookmark not defined.**

APPENDIX B-1
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.

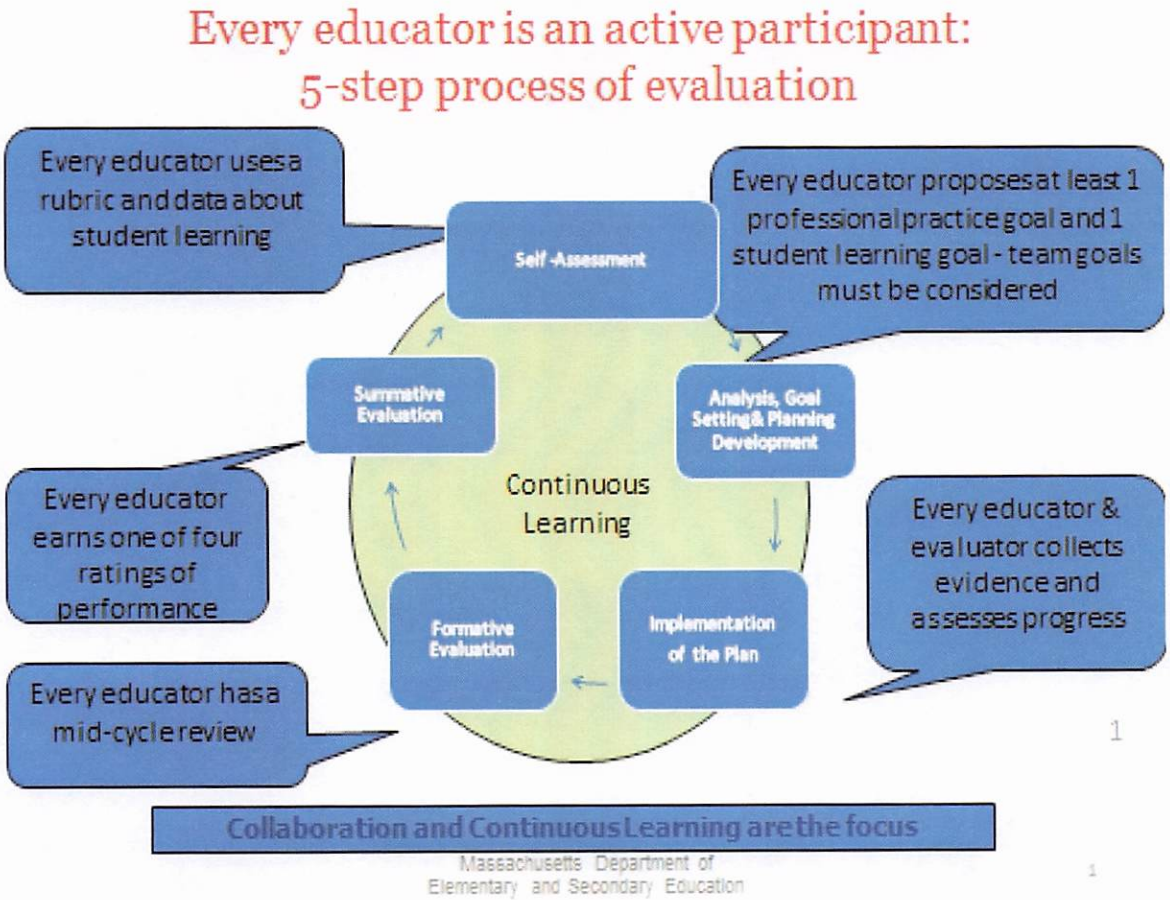
Lorraine Gagne, Teacher, Viveiros Elementary
Gail Hemingway, Department Head, Henry Lord M.S.
Alicia Lisi, Teacher, Doran Elementary
Linda Martin-Isherwood, Teacher, Doran Elementary
Christine McMahon, Vice Principal, Kuss M.S.
Nancy Mullen, Principal, Kuss M.S.
Rochelle Pettenati, Teacher, Fall River 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.

APPENDIX B-2
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.



APPENDIX B-3
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.

APPENDIX B-4
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.

APPENDIX B-5
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.

APPENDIX B-6
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.

APPENDIX B-7
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 aligned 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 schools 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.

APPENDIX B-8
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

APPENDIX B-9
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.

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.

APPENDIX B-10
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.

APPENDIX B-11
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

APPENDIX B-12
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.

<u>Please note:</u> 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

APPENDIX B-13
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.

APPENDIX B-14

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 5th
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 15th
Educator submits Educator Plan Development Form	November 1st
Evaluator reviews and approves Educator Plan	November 15th
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 15th
Educator submits standards and goals evidence for summative evaluation	One week before schedule Summative Evaluation Conference
Evaluator completes Summative Evaluation Report	May 15th
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 10th
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

APPENDIX B-15
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.
   iii. Missing timeline(s) in unusual or unanticipated circumstances (in these cases, the educator and evaluator will mutually extend the timelines to an appropriate timeframe);

APPENDIX B-16
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

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).

Assessment of Practice Against Performance Standards

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.

APPENDIX B-17

FALL RIVER PUBLIC SCHOOLS 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 □ One- Year □ Two- Year for PTS educators rated Exemplary or Proficient*	□ Directed Growth Plan ____ Months for PTS educators rated Needs Improvement*	□ Improvement Plan _____ Months for PTS educators rated Unsatisfactory*	□ 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*

Section 1- 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	Professional Practice SMART Goals
□ Individual □ Team/Dept.	□ Individual □ Team/Dept.
Name: _____	Name: _____
Goal Name: _____	Goal Name: _____

APPENDIX B-18
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:

Action/Strategies	Timeline or Frequency	Resources and Support	Indicators/Evidence

Additional Notes

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.

APPENDIX B-19
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.
ex. 1	*ex: 11/8/11*	*ex: unit plans, benchmark data*	*ex: I, Student Goal*	*ex: unit plans modification reflect student performance at mid-point of semester*

Attach additional sheets as needed

APPENDIX B-20
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)

- ☐ Student learning goal(s)
- ☐ Professional practice goal(s)
- ☐ Standard I: Curriculum, Planning & Assessment
- ☐ Standard II: Teaching All Students
- ☐ Standard III: Family & Community Engagement
- ☐ 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.

APPENDIX B-21
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:

APPENDIX B-22
Fall River Public Schools Pre- Observation Announced Conference Form (Continuation)

3. Name the correlating Massachusetts Curriculum Framework Standards and if appropriate individual student, practice or school learning goals:

4. Identify how you will assess learning.

5. Provide any additional information you would like the evaluator to know if appropriate:

Note: Please provide a lesson plan and any handouts.

APPENDIX B-23
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.

APPENDIX B-24
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.

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

Rationale, evidence, and feedback for improvement:

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

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

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.

Formative Evaluation Report Form (Continuation) Overall Performance

Educator—Name/Title: _____

Overall Performance Rating
☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary Rationale, evidence, and feedback for improvement:

Plan Moving Forward
☐ Evaluator is assigning same ratings as prior Summative Evaluation; no comments needed ☐ Evaluator is assigning ratings that differ from prior Summative Evaluation; comments required ☐ Educator is being placed on a new Plan; Identify the new Plan type_____

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.

APPENDIX B-25
SUMMATIVE EVALUATION REPORT FORM

Educator—Name/Title: _____

Evaluator—Name/Title: _____

School(s): _____

Current
Plan_____

Progress Toward Student Learning Goal(s) *Attach additional pages as needed.*
☐ No Progress ☐ Some progress ☐ Met ☐ Exceeded Rationale, evidence, and feedback for improvement:
Progress Toward Professional Practice Goal(s) *Attach additional pages as needed.*
☐ No Progress ☐ Some progress ☐ Met ☐ Exceeded Rationale, evidence, and feedback for improvement:

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
☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Exemplary Rationale, evidence, and feedback for improvement:
Plan Moving Forward
☐ Self-Directed Plan ☐ Directed Growth Plan ☐ Improvement Plan ☐ 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.

APPENDIX B-26
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.

APPENDIX B-27
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

☐ Educator has improved his/her practice to the level of proficiency and will be placed on a Self-Directed Growth Plan

☐ Educator is making substantial progress towards proficiency and will be placed on a Directed Growth Plan

☐ Educator's practice remains Unsatisfactory
- Evaluator recommends ☐ Dismissal ☐ 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.

APPENDIX B-28

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.

APPENDIX B-29
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 *Attach additional pages as needed*

☐ Attachment(s) included _____

APPENDIX B-30

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.

APPENDIX C-1.
TEACHER RUBRIC

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

Massachusetts Model System for Educator Evaluation

January 2012

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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.

D. **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*.**

D. **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.

Massachusetts Department of ELEMENTARY & SECONDARY EDUCATION

APPENDIX C-2
RUBIC STANDARDS I – IV

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
A. Curriculum and Planning Indicator 1. Subject Matter Knowledge 2. Child and Adolescent Development 3. Rigorous Standards-Based Unit Design 4. Well-Structured Lessons	**A. Instruction Indicator** 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs	**A. Engagement Indicator** 1. Parent/Family Engagement	**A. Reflection Indicator** 1. Reflective Practice 2. Goal Setting
B. Assessment Indicator 1. Variety of Assessment Methods 2. Adjustments to Practice	**B. Learning Environment Indicator** 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation	**B. Collaboration Indicator** 1. Learning Expectations 2. Curriculum Support	**B. Professional Growth Indicator** 1. Professional Learning and Growth
C. Analysis Indicator 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students	**C. Cultural Proficiency Indicator** 1. Respects Differences 2. Maintains Respectful Environment	**C. Communication Indicator** 1. Two-Way Communication 2. Culturally Proficient Communication	**C. Collaboration Indicator** 1. Professional Collaboration
	D. Expectations Indicator 1. Clear Expectations 2. High Expectations 3. Access to Knowledge		**D. Decision-Making Indicator** 1. Decision-making
			E. Shared Responsibility Indicator 1. Shared Responsibility
			F. Professional Responsibilities Indicator 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.*

APPENDIX C-3
INDICATOR I - A – CURRICULUM AND PLANNING

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.

APPENDIX C-4
INDICATOR I - B. - ASSESSMENT

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 the findings.	**Organizes and analyzes results from a variety of assessments to determine progress toward intended outcomes and uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for students.**	Organizes and analyzes results from a comprehensive system of assessments to determine progress toward intended outcomes and frequently uses these findings to adjust practice and identify and/or implement appropriate differentiated interventions and enhancements for individuals and groups of students and appropriate modifications of lessons and units. Is able to model this element.

APPENDIX C-5
INDICATOR I - C. - ANALYSIS

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.

APPENDIX C-6
INDICATOR II - A – INSTRUCTION

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. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.

APPENDIX C-7
INDICATOR II-B - LEARNING ENVIRONMENT

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. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.

APPENDIX C-8
INDICATOR II - C. – CULTURAL PROFICIENCY

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.

APPENDIX C – 9
INDICATOR II - D. - EXPECTATIONS

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-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.

APPENDIX C – 9
INDICATORS III-A, B & C– ENGAGEMENT, COLLABORATION & COMMUNICATION

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.

APPENDIX C- 10
INDICATOR IV - A. - REFLECTION & PROFFESIONAL GROWTH

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.

APPENDIX C- 11

INDICATORS IV-C, D E & F – COLLABORATION, DECISION MAKING, SHARED & PROFESSIONAL RESPONSIBILITIES

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 Department of
ELEMENTARY & SECONDARY
EDUCATION

APPENDIX D – 1.
SPECIALIZED INSTRUCTIONAL SUPPORT PERSONNEL RUBRIC (SISP)

Massachusetts Model System for Educator Evaluation

PART III: GUIDE TO RUBRICS AND MODEL RUBRICS FOR SUPERINTENDENT, ADMINISTRATOR, AND TEACHER

March 2012

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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 "SISP" Rubric.

D. 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*.**

E. 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.

Massachusetts Department of ELEMENTARY & SECONDARY EDUCATION

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

Appendix D – 2 SISP

STANDARDS I - IV

Standard I: Curriculum, Planning, and Assessment	Standard II: Teaching All Students	Standard III: Family and Community Engagement	Standard IV: Professional Culture
A. Curriculum and Planning Indicator 1. Professional Knowledge 2. Child and Adolescent Development 3. Plan Development 4. Well-Structured Lessons	**A. Instruction Indicator** 1. Quality of Effort and Work 2. Student Engagement 3. Meeting Diverse Needs	**A. Engagement Indicator** 1. Parent/Family Engagement	**A. Reflection Indicator** 1. Reflective Practice 2. Goal Setting
B. Assessment Indicator 1. Variety of Assessment Methods 2. Adjustments to Practice	**B. Learning Environment Indicator** 1. Safe Learning Environment 2. Collaborative Learning Environment 3. Student Motivation	**B. Collaboration Indicator** 1. Learning Expectations 2. Student Support	**B. Professional Growth Indicator** 1. Professional Learning and Growth
C. Analysis Indicator 1. Analysis and Conclusions 2. Sharing Conclusions With Colleagues 3. Sharing Conclusions With Students and Families	**C. Cultural Proficiency Indicator** 1. Respects Differences 2. Maintains Respectful Environment	**C. Communication Indicator** 1. Two-Way Communication 2. Culturally Proficient Communication	**C. Collaboration Indicator** 1. Professional Collaboration 2. Consultation
	D. Expectations Indicator 1. Clear Expectations 2. High Expectations 3. Access to Knowledge		**D. Decision-Making Indicator** 1. Decision-making
			E. Shared Responsibility Indicator 1. Shared Responsibility
			F. Professional Responsibilities Indicator 1. Judgment 2. 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.

APPENDIX D – 3 SISP
INDICATORS I – A, B & C- CURRICULUM AND PLANNING, ASSESSMENTS & ANALYSIS

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.

[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.

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.

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	Makes few adjustments to practice by identifying	May organize and analyze some assessment results but	**Organizes and analyzes results from a variety of**	Organizes and analyzes results from a

to Practice	and/or implementing appropriate differentiated interventions, supports, and programs based on formal and informal assessments.	only occasionally adjusts practice and identifies and/or implements appropriate differentiated interventions, supports, and programs for students.	**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.**	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.

APPENDIX D – 4 SISP
INDICATORS II – A, B, C & D – INSTRUCTION, LEARNING ENVIRONMENT, CULTURAL PROFICIENCY, & EXPECTATION

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-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. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
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.

APPENDIX D – 5
INDICATORS III – A, B & C – ENGAGEMENT, COLLABORATION & COMMUNICATION

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-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.

APPENDIX D – 6 SISP
INDICATORS IV – A, B C,& D– REFLECTION PROFESSIONAL GROWTH & DECISION MAKING & COLLABORATION

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-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. Elements	Unsatisfactory	Needs Improvement	Proficient	Exemplary
IV-C-2. Consultation	Regularly provides inappropriate advice; does not provide advice and expertise to general education teachers or other colleagues unless prompted to do so; and/or fails to offer advice when appropriate.	Provides advice and expertise to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for only some students for whom responsibility is shared, or sometimes provides advice that is inappropriate or poorly customized.	**Regularly provides appropriate advice and expertise that is customized to support general education teachers and other colleagues to create appropriate and effective academic, behavioral, and social/emotional learning experiences for students for whom responsibility is shared.**	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.

APPENDIX D – 7 SISP
INDICATORS IV – E & F– SHARED RESPONSIBILITY & PROFESSIONAL RESPONSIBLITIES

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 school-wide 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 E
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 Human Resources Department will determine if a candidate is eligible for a mentor position. The District Mentor Coordinator and the Superintendent's designee shall appoint mentors to partnerships. To the extent possible, partnerships will be assigned within two (2) weeks of the hire date of the new teacher. 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 prorated 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.

   In the interest of recruiting and retaining high quality mentors, new mentors are required to attend a ten (10) hour training prior to the assignment of a protégé. New mentors shall be approved by the Mentor Coordinator and the Superintendent or his/her designee. Training will be conducted by the District Mentor Coordinator or two (2) designated District Lead Mentors as determined by the Mentor Coordinator and the Superintendent or his/her designee. Such new mentors will be compensated at the hourly negotiated rate if such training is held after the regular school day. Trainers shall be compensated five (5) additional hours to prepare and organize.

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. 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. Teachers new to the district, but not new to teaching, or second year teachers may request ten (10) hours of mentoring throughout the year utilizing a group mentoring model. Such groups will not exceed four (4) teachers. The trained mentor assigned to lead the group will receive the stipend rate in Appendix C for meeting time, preparation time and all related paperwork required by the Mentor Coordinator. To the extent possible, the District Mentor Coordinator and the Superintendent's designee shall appoint mentors to group partnerships within two (2) weeks of the hire date.

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 F
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
School **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
City	
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 Joseph Castro, Union Vice-President, JosephECastro@comcast.net
Fall River Police Superior Officers' Association	Tracy Wright, President tracyw@fallriverma.org
AFSCME – American Federation of State, County, and Municipal Employees	Robert DeSoto, Union Steward Roc.ko@aol.com
Teamsters Local 251	Linda Saravo lsaravao@fallriverma.org
LAW- Labor Advantage Workers (nurses and custodians)	
Retirees	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 if 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 perquisites 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

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

The City of Fall River and the Public Employee Committee (PEC) agree to amend the Memorandum of Understanding (MOU) between the parties dated June 30, 2014 through this Addendum, as follows:

In exchange for the PEC agreement to transfer eligible members currently residing in Massachusetts and Rhode Island, from the Blue Care Elect (PPO) plan to the Network Blue (HMO), effective July 1, 2017, the parties agree as follows:

1. Only non-Medicare eligible retirees, subscribers with or without dependents who reside outside of the area of Massachusetts and Rhode Island shall be allowed to enroll in the Blue Care Elect Plan. It is understood that this plan shall only be available to subscribers with or without dependents who reside outside of this area.

2. The term of the current MOU, Section III, shall be extended until June 30, 2021.

3. Section V of the MOU shall be amended by adding the following conditions:

   The parties agree that if there is any change that imposes a substantial financial burden, exclusively or disproportionately, on the Employer or Employee Trust funds, or if any of the plans offered by the City during the life of the 2014-2021 PEC agreement are reasonably expected to result in the triggering of the excise tax, the Parties shall meet as soon as practicable and shall mutually agree to make acceptable changes to the then current plan design in order to avoid triggering the excise tax. Plan design changes shall be duly considered and negotiated in accordance with the process outlined in Chapter 32B sections 21-23.

4. The parties acknowledge that the use of mitigation funds shall be recommended by the IAC or PEC for approval by the PEC.

For the City

_____ _____
By: Jasiel F. Correia II, Mayor Date

_____ _____
By: Cathy Ann Viveiros, City Administrator Date

_____ _____
By: Madeline Coelho, Director of Administrative Services Date

Human Resources

By: Joseph I. Macy, 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,

Stacy Alves, President Date

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

Elizabeth Lord-Correia, President Date

City

EMS Union

Andrew Almeida, Vice President Date

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

Peter Da Luz, Patrolman's Union Treasurer — Date

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

James Cusick, Representative — Date

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

Joseph Castro, Vice President — Date

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

Tracy Wright, Executive Board Member — Date

Teamsters Local 251, Through its Authorized Agent,

William Roncka, Union Steward — Date

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

David Lavoie, President — Date

Retirees

Retirees Association, Through its Authorized Agent,

Robert Camara — Date

APPENDIX G
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 H
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 I
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 L
AD-HOC COMMITTEES

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

1) Evaluation: this sub-committee is to continue to develop the new evaluation system under new DESE Regulations.

2) 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.

3) Respectful Workplace: this sub-committee will continue to convene to create a policy for a respectful workplace.

4) Mentoring Compliance Committee: this sub-committee will convene quarterly to address compliance with state required mentoring programs for second and third year teachers.

5) **Technology Committee:** A joint committee will meet quarterly to address issues relating to new technology devices, grading, progress reports, software, security protocols, resources, etc., as they arise. The JLMC joint committee shall then present recommendations for any changes to the Parties for their consideration.

Appendix Q-
MEMORANDUM OF AGREEMENT
Special Education

This Memorandum of Agreement is entered into by and between the Fall River School Committee (hereinafter the "Employer") and the Fall River Educators' Association (hereinafter the "Association") (collectively referred to herein as "the Parties").

WHEREAS, the Employer and the Association are parties to a Collective Bargaining Agreement for the period of September 1, 2017 through August 31, 2020; and

WHEREAS, the Parties wish to outline a process for assigning special education responsibilities in a fair and equitable manner;

NOW THEREFORE, the Parties agree to the following:

1. This process is meant to assist in the assignment of responsibilities of a current special educator out on long term leave or the workload of an unfilled special education position, to another special education educator. This language and process does not apply to the assignment of students who are newly assigned to a school or an educator.

2. This process will be piloted during the 2018-2019 school year and the Parties will reconvene in June of 2019 to evaluate and revise this Agreement if necessary. Following that assessment in June of 2019 the Parties agree to continue piloting this process for the 2019-2020 school year with the intent of incorporating it in to the subsequent Collective Bargaining Agreement.

3. When a special educator is out on a long term leave (Ten consecutive days or more)or when a special education position remains unfilled or vacant, ideally a highly qualified substitute will be hired. If this is not possible, the Special Education Director, or his/her designee, shall determine the number of hours required to complete the absent teacher's progress monitoring paperwork responsibilities. This will be done by considering the number of goals, level of services, and the number of service providers for each IEP of the absent teacher.

4. Educators who take on this extra work will be paid a stipend and such stipend will be calculated using the following formula:

   Stipend Amount = 1/2 of the teacher's daily prep time in minutes (the teacher's prep time will not be reduced, the divisor is simply for the purposes of calculating compensation) multiplied by the number of goals multiplied by the hourly rate multiplied by the number of reports to be written.

   (Example – If prep time is 40 minutes daily and there are 20 additional goals to be responsible for during half of a term, the formula would be: 20 minutes X 20 goals = 400 minutes X $32 = stipend of $213.33. A full term would be $426.66)

5. The Special Education Director, or his/her designee, shall post the opportunity for educators to assume this work. The posting shall first be made available to other special educators in the same building. If there are multiple volunteers, the work shall be distributed as evenly as possible. If there are no volunteers the work shall be assigned by the Special Education Director, or his/her designee, in an equitable manner. Such assignment shall be made in a face-to-face meeting with the Special Education Director or Designee. Outside support may be provided when possible.

6. Educators shall track hours on the appropriate district form to be submitted to the Special Education Supervisor for approval. Should more time than was posted be needed, the teacher assigned the additional duties will meet with the Special Education Director, or his/her designee, in a timely fashion to stay within special education compliance regulations. Reasonable requests for additional time will not be denied.

_____ _____

For the School Committee Date

_____ _____

For the Association Date