

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**FOXBOROUGH REGIONAL CHARTER SCHOOL**  
**AND**  
**FOXBOROUGH REGIONAL CHARTER SCHOOL TEACHERS**  
**ASSOCIATION**

**September 13, 2024 – June 30, 2027**

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**ARTICLE 1**  
**RECOGNITION**

The Board of Trustees (the “Board”) recognizes the Foxborough Regional Charter School Teachers Association (the “Association”) as the exclusive representative of the following unit for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment:

All full-time and regular part-time professional staff employed by the Foxborough Regional Charter School, including teachers, department heads, the dean of student life, guidance counselors, the lead guidance counselor, adjustment counselors, the instructional coach, the clinician/BRYT, occupational therapists, speech and language pathologists, school librarians, school psychologists, the BCBA, behavior interventionists, and school nurses, but excluding directors, assistant directors, coordinators, managers, building principals, assistant principals, the lead nurse, substitute teachers and paraprofessionals, all managerial, confidential and casual employees, and all other employees.

**ARTICLE 2**  
**DURATION**

Unless otherwise stated, this Agreement will be in force and effect upon the date of its ratification by the members of the Association and FRCS Board of Trustees and shall remain in effect through June 30, 2027. Either party may, by written notice to the other party on or before February 1 of the year in which the contract is due to expire, request that the contract be opened for the negotiation of a successor agreement. A failure of either party to provide such notice will automatically extend the Agreement for one year. Upon such notice, the parties shall negotiate over the terms of a successor Agreement and this Agreement shall remain in force and effect until a new Agreement is ratified. Provided, however, either party may terminate this Agreement after June 30, 2027 by serving written notice of their intent to terminate the Agreement at least forty-five (45) calendar days prior to the actual termination.

**ARTICLE 3**  
**NON-DISCRIMINATION**

The parties to this Agreement will not discriminate against any bargaining unit member because of race, color, national origin, religion, age, gender, gender identity, sexual orientation, disability, pregnancy or pregnancy-related condition, genetic information, union membership or non-membership, or union activity.

## **ARTICLE 4**

### **MUTUAL RESPECT**

**Section 1. MUTUAL RESPECT.** FRCS administration and the Association agree that mutual respect as defined by FRCS shared values concept statements between and among administrators, supervisors and employees is integral to the efficient operation, growth and success of FRCS. Everyone in the FRCS community will conduct themselves in a manner consistent with the concept statements:

**Section 2. TRANSPARENT COMMUNICATION.** FRCS administration and the Association commit to timely, clear, honest direct and consistent communication to all stakeholders.

**Section 3. INTEGRITY.** FRCS administration and the Association commit to demonstrating alignment towards shared values, decisions, and actions.

**Section 4. GROWTH.** FRCS administration and the Association commit to fostering a culture of risk taking where all stakeholders feel safe and supported to engage in learning and development.

**Section 5. RESPECT.** FRCS administration and the Association commit to act in regard to others feelings, expertise, rights and dignity.

**Section 6. TEAMWORK.** FRCS administration and the Association commit to being flexible, open to innovation, learning, and collaboratively working towards a common goal.

**Section 7. EQUITY/DIVERSITY.** FRCS administration and the Association commit to ensuring representation and value of all identities in our curriculum, staff, and culture in order to create a safe and equally accessible environment for all stakeholders.

## **ARTICLE 5**

### **EMPLOYEE HANDBOOK**

FRCS will publish and furnish to each employee an employee handbook containing policies and practices for which handbook each employee shall sign an acknowledgment of receipt. Bargaining unit members shall be subject to all provisions of the employee handbook unless a handbook provision conflicts with the specific terms of this Agreement, in which case the terms of this Agreement shall govern. Any change to terms and conditions of employment contained in the employee handbook that are applicable to bargaining unit members will be subject to any negotiations with the Association prior to implementation.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

**Section 1.** Except as provided otherwise in this Agreement or by law, the Board of Trustees, acting through the Executive Director, Principals or other appropriate officials, will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without decisional bargaining with the Association, all the powers, authority and prerogatives of management, including, but not limited to, the following:

- (a) To direct and conduct the educational affairs of the FRCS;
- (b) To direct, supervise, and evaluate employees;
- (c) To direct and control all the operations and services of the FRCS;
- (d) To develop, evaluate and determine the educational curriculum;
- (e) To add or eliminate departments;
- (f) To establish new jobs, abolish and change existing jobs;
- (g) To schedule and assign classes and courses, including the cancellation of same;
- (h) To determine the organization and the number of personnel;
- (i) To subcontract out work in areas presently being performed by non-bargaining unit members in special education and support services, and in other areas where good faith attempts to recruit for vacant bargaining unit positions have failed;
- (j) To determine the level of student competency;
- (k) To assign and transfer employees;
- (l) To schedule and enforce working hours;
- (m) To determine whether goods or services should be purchased or leased;
- (n) To hire, appoint and promote; including the determination of qualifications and requirements for the position or promotion;
- (o) To discipline and discharge employees with professional teacher status for just cause only;
- (p) To lay off employees due to lack of work, lack of funds;
- (q) To relieve employees due the incapacity<sup>1</sup> to perform duties;
- (r) To determine class size;
- (s) To make and enforce reasonable rules, regulations policies and procedures;
- (t) To change or eliminate existing equipment, facilities, programs or schools; and to institute technological change;
- (u) To grant and schedule leaves, including, but not limited to, placing employees on paid administrative leave.

<sup>1</sup> Incapacity is defined as the inability to perform the employee's job duties on a particular day due to impairment.  
{Client Matter 32700/00003/A8652713.DOCX}

**Section 2.** During an emergency that adversely impacts FRCS' ability to deliver educational services in the normal course, FRCS will have the right to take appropriate action to minimize disruption of educational services.

## **ARTICLE 7**

### **JOB DESCRIPTIONS**

**Section 1.** The Union recognizes the right of FRCS to establish jobs, define duties and issue job descriptions. FRCS will offer the Union the opportunity to offer input into changes in job descriptions and will bargain over the impact of all changes affecting wages, hours, and conditions of employment of an employee covered under this agreement prior to implementing any such change. Notwithstanding the foregoing, FRCS will not make changes to job descriptions that adversely impact the bargaining unit member's license or highly qualified status.

**Section 2.** A bargaining unit employee may access their job descriptions by request through human resources.

## **ARTICLE 8**

### **DISCIPLINE AND DISCHARGE**

**Section 1.** No bargaining unit member with professional status shall be disciplined or discharged without just cause.

**Section 2.** The termination and/or non-renewal of an employee without professional teacher status is not subject to the grievance and arbitration Article. A teacher without professional teacher status shall be notified in writing on or before June 15th whenever such a person is not to be employed for the following school year. Unless such notice is given as herein provided, a teacher without such status shall be deemed to be appointed for the following school year.

## **ARTICLE 9**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 1. DEFINITIONS**

- (a) A "grievance" is defined as a dispute arising as a result of the application or interpretation of one or more terms of this Agreement; provided, however, that any matter reserved to the discretion of FRCS by the terms of this Agreement, or arising before the effective date of this Agreement, will not be subject to this grievance procedure except to the extent that the exercise of its discretion was arbitrary or capricious.
- (b) An "aggrieved person" is the person or persons and/or the Association, making the claim.
- (c) A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- (d) The word "teacher" shall be any bargaining unit employee covered by this Contract.

- (e) The word “day” shall be construed as a school day. Grievances submitted after June 15 will be processed as speedily as practicable, however, any grievance pending at the end of the school year will be held in abeyance at its then current level until the start of the following school year unless both parties are willing and able to meet.

## **Section 2. PURPOSE**

- (a) The purpose of this procedure is to secure, at the lowest possible administrative level, prompt and equitable solutions to the disputes which may from time to time arise affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure. However, even informal resolutions shall be recorded and sent to Association Officers.
- (b) Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with their immediate superior, and having the grievance adjusted 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 such adjustment and to state its views. However, only the Association has the right to demand arbitration of any grievance filed under this Article.

## **Section 3. PROCEDURE**

In order to be processed, a grievance must be reduced to writing and shall include a clear statement of the grievance, reference to the specific provision or provisions of the Agreement allegedly violated, and the specific remedy requested.

### **(a) LEVEL ONE**

The Association or the aggrieved person filing a grievance must do so within twenty (20) days of when the aggrieved person(s) knew or reasonably should have known of the occurrence of the event to be grieved. Such grievance shall be filed with the aggrieved person’s direct supervisor. The direct supervisor shall meet with the aggrieved person(s) and the applicable Association representative within twenty (20) days from receipt of the grievance, the supervisor will provide a written answer to the aggrieved person(s) describing any resolution reached or, if no resolution is reached, describing the reasons for denial of the grievance.

### **(b) LEVEL TWO**

If the Association or the aggrieved person(s) is not satisfied with the disposition of the grievance at Level One, they may file the grievance in writing with the Human Resources Director within five (5) days after the receipt of the decision at Level One. The Human Resources Director or designee shall meet with the aggrieved person(s) and the applicable Association representative in an effort to resolve the matter. Within twenty (20) days from receipt of the grievance, the Human Resources Director or designee will provide a written answer to the aggrieved person(s) describing any resolution reached or, if no resolution is reached, describing the reasons for denial of the grievance.

### **(c) LEVEL THREE**

If the Association or the aggrieved person(s) is not satisfied with the disposition of the grievance at Level Two, they may within five (5) days after a decision by the Human Resources Director submit their grievance to the Executive Director. The Executive Director may meet with the aggrieved person(s) and the applicable Association representative in an effort to resolve the matter. Within twenty (20) days from receipt of the grievance, the Executive Director will provide a written answer to the aggrieved person(s) describing any resolution reached, or if no resolution is reached, describing the reasons for denial of the grievance.

**(d) LEVEL FOUR**

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may submit the grievance to binding arbitration within twenty (20) days after receipt of the Level Three answer.
2. Within ten (10) days after such written notice of submission to arbitration, the Executive Director and the Association will attempt to 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 ten (10) days, a request for a list of arbitrators will be made within ten (10) days to the Labor Relations Connection for selection of the arbitrator and conduct of the arbitration hearing pursuant to the labor arbitration rules of the Labor Relations Connection.
3. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning and conclusions on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which amends the terms of this Agreement. The decision of the arbitrator will be final and binding upon the Association, the aggrieved members and FRCS.
4. Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly will be borne equally by the Association and FRCS.

**Section 4. MISCELLANEOUS**

- (a) If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one building, the grievant may submit such grievance in writing to the Human Resources Director directly and the processing of such grievance will be commenced at Level Two.
- (b) Any meeting with reference to levels one through three of the procedure may be held during work hours. Whoever is involved will work together to schedule a time when they are free from duties with students, operational, and staffing needs within the timelines above. However, if no agreement is reached, the meeting will be set as reasonably determined solely by FRCS.
- (c) Grievances may be settled without precedent at any stage of the grievance or arbitration procedure until the issuance of a final award by the arbitrator.
- (d) The grievant(s) or Association's failure to initiate any Level within the appropriate time limit shall result in barring the grievance.
- (e) The failure of the direct supervisor, Human Resources Director or Executive Director to respond to the grievance within the appropriate time shall be considered a denial of the grievance and the employee or Association may move the grievance to the next level of the procedure.
- (f) The time limits set forth in this Article may be extended by mutual written agreement of the parties.
- (g) An Association representative may contact employees before and/or after regular school hours or during employee lunch and other breaks to investigate complaints and/or process grievances. An Association representative shall not in any way interrupt or interfere with any employee's duties, assignments, or other educational obligations.



**ARTICLE 10**  
**TEACHING HOURS, DUTIES, AND RESPONSIBILITIES**

**Section 1. THE WORK DAY AND WORK YEAR**

- (a) The work day for a FRCS employee is 7 ½ hours. It begins at 7:30am and ends at 3:00pm. Teachers will be present in their classroom or doorway to greet students at the start of the work day or located at their assigned duty area. All professional personnel who do not have homeroom will work at their assigned tasks in the school building for the length of the regular teacher’s workday. The exact daily schedules will be worked out on an individual basis with their supervisor.
- (b) Annually FRCS will publish the Board approved Key Dates Calendar. Prior to the start of the school year, an orientation week will be will consist of (4) consecutive weekdays of training (Monday-Thursday) for all employees. Friday of orientation week may be used at the teacher’s discretion to prepare for the start of the academic year, but is not considered part of the work year.
- (c) The “work year” will consist of 185 days, including days when pupils are in attendance, orientation days at the beginning of the school year and any other days on which teacher attendance is required for Professional Development/ training.
- (d) Kindergarten teachers will begin the school year with students one day before the full student body begins the school year.
- (e) If Bargaining unit members are required to work beyond 185 days, they shall be compensated through a set stipend for the work that must be completed. The schedule of that work will be mutually agreed upon by that individual and their direct supervisor or the project coordinator.

**Section 2. DUTIES FALLING OUTSIDE OF THE SCHOOL DAY**

- (a) Teachers who volunteer for office detention duty shall be present for that duty at times set by the principal and will be paid thirty-five dollars (\$35.00) per diem for detentions scheduled for outside the school day. Teachers shall be appointed by the school principal who shall distribute the duty as equitably as possible among the pool of teachers who volunteer.
- (b) Members who volunteer to work before school hours to supervise students will either be compensated for their time or offered a modified schedule that reflects a 15-minute adjustment at the end of the day. For unit members hired in academic year 2024-2025 forward, there shall be an option to modify start and end times to supervise students before school, so long as the total work day does not exceed 7 ½ hours. Any modifications to a teacher's start/end schedule must be: mutually agreed upon by the individual staff member and their direct supervisor; must also receive approval by human resources; and shall be in effect for the entire academic year.

**Section 3. COVERAGE**

- (a) Members may not independently arrange for substitute coverage and must go through their direct supervisor and HR to notify of all time off and to arrange for coverage.

- (b) Teachers and staff will be compensated \$35 for coverage of classes beyond their typical responsibilities. During this coverage, that teacher will take paper attendance as found in the substitute binder and proctor the class per the substitute plans.
- (c) When a member of a co-teacher pair is absent, the substitute coordinator, whenever practical, may plan coverage for the absent co-teacher.
- (d) Faculty who agree to take on teaching, planning, grading and student support for more than two weeks will be paid up to 5 hours/week for planning and up to 3 hours/week for student grading and support at \$30/hour.

#### **Section 4. MEETINGS**

- (a) Teachers shall be required to attend **two** staff meetings per month, until 4:00 pm. In the event that it is necessary to call an additional meeting during the month, such a meeting shall be called by the Executive Director, their designee or the building principal. The School shall generally dedicate at least one (1) meeting per year to school safety policy updates and training. The School will document all Professional Development offerings and award professional development points.
- (b) Teachers shall be required to hold parent conferences on-site twice per year. Early release will be scheduled as follows: one scheduled ½ day and one evening in the Fall and one scheduled ½ day and one evening in the Spring for parent conferences for all grades. In addition, teachers shall attend 3 evening events per year at the request of the building principal. Evening events may include, but are not limited to, open house and/or any other information/community events. Such meetings shall be scheduled and in the calendar before the beginning of the school year.
- (c) New staff are required to participate in mentoring activities throughout the year in addition to new hire orientation at the start of the year or at the arranged time if they are hired after the start of the school year.
- (d) All stipend positions are posted and selected annually for a designated stipend.

#### **Section 5. WORKLOADS AND LUNCH**

- (a) Teacher schedules will reflect one 20-minute lunch period, up to two duties daily in the middle and high school and 3 duties daily in the elementary school. Teachers will be scheduled in a consistent and equitable manner by building. Unit members will have at least one lunch period and one planning period free of duties, coverage and meetings per day, barring exigent student supervision needs.
- (b) Preparation Time: It is the mutual agreement of the parties that it is in the best interest of the students and the educational process in the school to utilize the preparation period in a variety of ways including, but not limited to, individual/group meetings regarding a student/meeting with a parent; meeting with a principal; preparing materials for classes in order to improve the delivery of services to individual students and classrooms. The provisions of this paragraph are intended to apply to teachers at all grade levels.
- (c) Late Arrival/Departing the Building: Teachers and student-facing staff are required to sign out at the front office when departing the building during work hours. Utilization of prep periods for personal errands or offsite activities is not permissible. In the event of appointments, teachers and staff members are mandated to input such time into the time and attendance system to accurately record it as time off. Teachers must sign in at the main office of their school when arriving at campus past the start of the school day.

**Section 6. SPECIALISTS AND STUDENT SERVICE MEMBERS**

- (a) Specialists shall receive the same amount of preparation time as is provided to regular classroom teachers. The term “specialists” shall include Elementary Spanish, Art, Character Education, Gym, Computer, Music, STEM, Interventionists and Reading teachers. Spanish is a core content in middle and high school.
- (b) When a teacher of “specials” (Art, Music, etc.) is in charge of a general education teacher's class, the homeroom teacher may leave the classroom once the special’s teacher has taken control of the homeroom teacher’s class. The homeroom teacher may use that time as a preparation period or for such other professional purposes.
- (c) Members who work with a caseload of students for whom they attend or run meetings, complete progress monitoring reports will be given a duty schedule that takes into consideration all the responsibilities they complete as part of their specialized jobs.
- (d) FRCS will exercise its best effort to integrate music (including instrumental music) and other arts into the school day throughout the District. This section E(4)(d) is not subject to the Grievance/Arbitration article.

**Section 7.** Teachers shall take attendance for each class/period within the first 10 minutes of class barring emergencies and keep updated paper rosters in their respective substitute binders.

**Section 8.** Teacher participation in extracurricular activities will be voluntary and teachers will be compensated for all such participation.-

**Section 9.** Teachers will be required to keep grades in an electronic gradebook (SchoolBrains or an alternate electronic platform designated by the school for report cards) updated every two weeks, throughout the school year.

**Section 10.** As long as student needs are met, nurses, counselors, behavior interventionists and BCBAs will schedule a duty free lunch as practicable during the day.

**ARTICLE 11**  
**SALARY SCHEDULE AND PROFESSIONAL ACTIVITY**

**Section 1. SALARY SCHEDULE**

<b><u>Step</u></b>	<b><u>Bachelor’s Degree</u></b>	<b><u>Master’s Degree</u></b>
<b>1</b>	51,000	55,500
<b>2</b>	53,680	58,410
<b>3</b>	56,500	61,330
<b>4</b>	59,460	64,400
<b>5</b>	62,140	67,130
<b>6</b>	64,930	69,980

7	67,860	72,950
8	70,910	76,040
9	74,100	79,260
10	77,060	82,430
11	80,150	85,730
12	82,550	88,300
13	84,940	90,950

(a) Unit Employees at step 13 for a second year or more, and/or those above grid will be compensated at their rate of pay plus:

- FY25            1% increase
- FY26            1% increase  
                  .5% increase to base salary if March 2025 SIMS enrollment remains at or exceeds 1500
- FY27            1% increase  
                  .5% increase to base salary if March 2026 SIMS enrollment remains at or exceeds 1525

(b) Unless otherwise specified, the rate for work beyond the contractual year of 185 days will be calculated per diem at BA Step 1 grid /185 days.

**Section 2. STEP INCREMENTS**

- (a) Step increments are automatic with each year of service.
- (b) A new bargaining unit employee shall be placed at or beyond the step dictated by their previous experience, service and training. Temporary accommodations made with an individual will be noted in writing at the time of the hiring process, and shared with the Association.
- (c) FRCS retains the right to make decisions on initial step assignments upon hiring, based on resume and experience.
- (d) To advance to horizontal lanes on the salary scale, courses and courses of study must be passed. Transcripts must be submitted to Human Resources for review and approval.
- (e) Horizontal Lane Change Notification Deadline: Any staff member requesting a change in horizontal lane status must notify Human Resources by January 31 preceding the first day of school of the year in which the bargaining unit employee will expect to qualify for movement into a higher lane. Bargaining unit employees must indicate the lane into which they plan to move. Unit members must submit evidence of completion of all required credits to be eligible for the horizontal lane change prior to a change in salary.

**Section 3. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENTS**

- (a) FRCS will pay reasonable expenses (including fees, tuition, boarding and/or transportation) incurred by bargaining unit employees who attend workshops, seminars, conferences, or other professional improvement sessions at the request and with the advance approval of the Executive Director or designee.
- (b) Tuition Reimbursement: Tuition reimbursement will be available to members following the procedures specified in the FRCS Employee Handbook.

#### **Section 4. STIPEND OPPORTUNITIES**

Stipend opportunities will be developed and paid for based on the district's need and the time required to complete the activity. All stipend opportunities will be posted as per the Employee Handbook.

### **ARTICLE 12 PROFESSIONAL GROWTH/DEVELOPMENT**

**Section 1.** Employees are encouraged to engage in continued professional growth through off-site professional development opportunities that will lead to the accomplishment of both individual and FRCS goals and objectives.

**Section 2.** Before requesting time off or funding for a professional development workshop or conference, employees must submit a written request for approval to their Principal/Immediate Supervisor. The request must contain a complete program description, an explanation of how attendance at the workshop or conference will benefit FRCS, along with total costs and expected expenses. FRCS retains full discretion to approve or deny such professional development requests.

### **ARTICLE 13 CURRICULUM DEVELOPMENT AND IMPLEMENTATION**

#### **Section 1. CURRICULUM IMPLEMENTATION**

Teachers are permitted freedom in curriculum development for the purpose of fostering creativity, engagement, and a more personalized learning experience for students. FRCS provides educators with the tools and guidance for shifting, augmenting, and developing instructional approaches in accordance with evidence-based practices, within the broader framework of meeting Massachusetts educational standards.

#### **Section 2. ALIGNMENT WITH MASSACHUSETTS FRAMEWORKS IN CURRICULUM DEVELOPMENT**

The School is dedicated to ensuring alignment with the Massachusetts Frameworks and will facilitate curriculum development through the School's curriculum review and adoption process. This collaborative effort involves administrators and educators working together to thoroughly examine and improve the School's curriculum. The goal is to have any proposed enhancements or changes not only align with standards but also reflect inclusive, culturally responsive, high-quality materials, fostering equitable learning experiences.

### **Section 3. DISTRICT PROCESS AND PROCEDURES**

To maintain organizational coherence, and vertical articulation, it is crucial that any changes to curriculum align with existing School processes and procedures. The School will establish a working group composed of administrators and volunteer educators, with preference for personnel relevant to the subject matter, inclusive of staff from the Student Services Department, who will collaboratively review the School's curriculum and make recommendations for changes to enhance the students' educational experience.

## **ARTICLE 14** **VACANCIES**

**Section 1.** When a full or part-time school-day vacancy occurs in an existing position that FRCS intends to fill or a new position is created, FRCS will post the position publicly through the FRCS website. All stipend opportunities will be posted internally via email.

**Section 2.** The posting shall stipulate the DESE certification required for the position and any other required licensure, the prerequisite qualifications, and a brief description of the position.

**Section 3.** Internal applicants who meet the qualifications for the vacant position/stipend opportunity shall submit to the Principal/Immediate Supervisor and Human Resources an updated resume and email outlining their interest.

**Section 4.** If an internal applicant is not to be chosen for a full-time position, the Principal or Hiring Coordinator will meet with the member to provide feedback. The parties agree this provision is not subject to the Grievance and Arbitration Article.

## **ARTICLE 15** **EVALUATION**

Bargaining unit members will be evaluated in accordance with the FRCS Evaluation System set forth in Appendix A of this Agreement.

## **ARTICLE 16** **SENIORITY AND REDUCTION IN FORCE**

### **Section 1. PROCESS**

The Board of Trustees and the administration retain the exclusive right to determine the number of teaching positions and other professional positions that are needed at the School. Before implementing a layoff, the School

will provide 30 days written notice and discuss with the Union alternative means by which the reduction in staff could be accomplished. If no other options are acceptable, as determined by FRCS, the reduction will be implemented in accordance with the following provisions:

- (a) When a reduction in the number of teachers is needed in a particular discipline, teachers who teach in that discipline and volunteer to be laid off will be laid off first. In the event that more teachers than necessary who teach in a particular discipline where layoffs are occurring volunteer to be laid off, the most senior volunteers will be chosen in order of seniority from highest to lowest.
- (b) In the event that teachers who teach in a particular discipline and who have not volunteered to be laid off are, nonetheless, to be laid off, they shall be laid off in inverse order of seniority among the teachers who teach in that particular discipline.
- (c) Exceptions to #2 above may be made when it can be determined that a junior teacher in the affected discipline is more qualified than the senior teacher. Factors used in such determination include: area(s) of certification, area(s) in which the teacher has passed the MTEL exam, major or minor, graduate work completed in the field, teacher evaluations, course/grade level experience, teaching experience outside of FRCS, and the best interests of the students.

## **Section 2. SENIORITY**

- (a) “Seniority” is defined as an employee’s length of service in years, months and days working in a position in this bargaining unit at FRCS. An employee who has been employed part-time for any given school year(s) or partial school year will receive a fraction of a year’s seniority based on the percentage of time their part-time service represents to a full-time equivalent (FTE). For bargaining unit members hired prior to the start of the 2023-2024 school year, seniority starts on their first paid work day as an employee of FRCS, regardless of an earlier offer or acceptance date. For bargaining unit members hired after the start of the 2023-2024 school year, seniority starts on their first paid work day as an employee of FRCS in this bargaining unit, regardless of an earlier offer or acceptance date. In the event multiple employees have the same start date, the employees will be provided seniority order from the date of their hire letters. If two or more such employees have the same date of hire letter, a coin toss shall determine the order of their seniority dates.
- (b) Seniority will be lost when an employee leaves the employment of FRCS. Seniority will not continue to accumulate during the period in which an employee is in laid-off status or on an unpaid leave of absence. An employee will suffer no loss of seniority when on an approved paid leave of absence.

## **Section 3. RECALL**

- (a) A teacher who has been laid off will have recall rights for a one (1) year period commencing on July 1 following the last school year he/she taught before the lay-off. During the recall period, the laid-off employee will have preference for any vacancy or new position for which they are certified or for which they have passed the MTEL exam. Recall will be offered in order of seniority.
- (b) A teacher to be recalled will be so notified at the last address on file with FRCS by certified mail and a copy of such notice will be forwarded to the President of the Association. If the teacher fails to respond affirmatively to the recall within two (2) weeks of the date of mailing of the notice, the teacher will forfeit all recall rights.

- (c) A teacher recalled will be given full credit for prior service with FRCS. However, time spent awaiting recall while not employed by FRCS will not be credited. All benefits to which an employee was entitled at the time of layoff will be restored upon recall.

## **ARTICLE 17**

### **INSURANCE AND BENEFITS**

**Section 1.** Foxborough Regional Charter School will provide full-time employees (30 hours or more) an opt-in group health insurance plan, and group dental and vision plans during the term of this agreement. The health insurance plan, which is cost share (i.e. co-pay / deductibles), will include hospital, surgical and medical benefits. These plans will be substantially equivalent to that which is being provided on the effective day of this agreement. Foxborough Regional Charter School and employees will contribute to the cost of the premium for health and dental insurance. In 2024, FRCS pays 70% and the employee pays 30% of the cost of the premium for said group health insurance. Foxborough Regional Charter School pays 50% of the for the group dental plan and the employee pays 50% of the cost of the premium for said dental plan. If these proportions are expected to change, either the school or the Association may request to bargain about the change.

**Section 2.** All other voluntary insurance and fringe benefits (e.g. life insurance, disability benefits, Employee Assistance Program, benefits such as vision, Flexible Spending Accounts, 403B) offered to all FRCS employees will continue to be offered to bargaining unit employees.

**Section 3.** Each bargaining unit employee will be eligible to participate in MTRS if determined to be eligible by MTRS.

## **ARTICLE 18**

### **SICK LEAVE**

**Section 1.** 10-month employees and 10-month and 10-day employees shall accrue sick leave at the rate of 1 day per month to a maximum of 10 per year. 12-month employees shall accrue sick leave at a rate of 1 day per month to a maximum of 12 per year. The maximum amount of sick time accrued at any given time is capped at forty (40) days.

**Section 2.** Bargaining unit members who began working for FRCS in the 2022-2023 school year or later may carry-over up to forty (40) days of sick leave from one year to the next. Bargaining unit members who began working for FRCS prior to the 2022-2023 school year may carry-over an unlimited amount of sick time from one year to the next, however those employees who carry a balance above forty (40) days will not continue to accrue sick time until they reach a balance below forty (40) days.



**Section 3.** Bargaining unit members may use sick leave for the following reasons:

- (a) To care for a physical or mental illness, injury or medical condition affecting the employee or the employee's child, spouse, parent or parent of the spouse;
- (b) Routine medical or dental appointments (including travel time) of the employee or the employee's child, spouse, parent or parent of the spouse;
- (c) To address the effects of domestic violence or the employee's child; or
- (d) Any other reason covered under the Massachusetts Sick Leave Law.

**Section 4.** Notice of the need for sick leave must be provided to the employee's immediate supervisor (and also the Substitute Coordinator for teachers who will be absent) as far in advance as possible and no later than 6:00am of the day on which the employee will be absent except in exigent circumstances, as determined by the immediate supervisor and Human Resources. Teachers must ensure that lesson plans and materials are readily accessible for another teacher to use in your classroom in the event of absence.

**Section 5.** Medical documentation is required for sick leave exceeding twenty-four (24) consecutive hours (or 3 consecutive days) or if the employee's immediate supervisor reasonably suspects a pattern of an abuse of sick leave. If an employee fails, without reasonable justification, to provide the required documentation, FRCS may recoup the sum paid for the sick leave from future pay.

**Section 6.** A doctor's note will be required if sick leave is taken the day before or the day after a school-scheduled holiday. The day will be unpaid if a doctor's note is not provided.

**Section 7.** Unused sick leave will not be paid out upon separation from employment.

**Section 8.** . Sick leave shall be used in minimum increments of ½ work day.

**Section 9.** Employees are not to schedule coverage for themselves and must notify their supervisor of the need for coverage. The Substitute Coordinator or supervisor is responsible for scheduling coverage for employee sick days.

**Section 10.** Bargaining unit members in pay status (not including workers compensation) who do not use any sick leave during a full school year will be entitled to redeem up to four (4) days of sick leave at a rate of \$100/day. Such a payment will be made at the conclusion of the school year. Eligible employees who wish to redeem sick days shall notify Human Resources in writing by June 1 of the year in question or forfeit their right to payment.

**Section 11.** Human Resources shall keep a record of all sick leave accrued and granted for each Member.

**Section 12.** Each member shall have access to his/her accrued sick leave through Harper's Time and Attendance or a different HR application for which each member has unique access.

**Section 13.** If a person must leave midday due to illness, the employee must alert their immediate supervisor who will work with the Substitute coordinator to provide coverage. The supervisor will use their judgement to update the time and attendance system to reflect the sick time taken.

## **ARTICLE 19** **SICK LEAVE BANK**

**Section 1.** The Association is authorized to establish and administer a “sick leave bank” for the assistance of bargaining unit members who are unable to work due to a health condition documented by a signed physician’s note. Each member of the bargaining unit may contribute accrued sick leave days to said bank in January of each calendar year, provided that he or she, after such contribution, will have a personal sick leave balance of at least ten (10) days remaining. The bank may contain a maximum of one hundred (100) days.

**Section 2.** Sick leave credits from the bank may be granted by the Association, under reasonable written procedures of their own devise, to members of the bargaining unit who have, for legitimate reasons, exhausted their available personal sick leave. The Association may not award more than ten (10) sick days at any one time. Application may be made for additional benefits.

**Section 3.** Any unused days remaining in the bank at the end of the school year will remain in the bank for the next school year.

**Section 4.** The Association shall present to Payroll annual statements in February of each calendar year reflecting the names of contributors to the sick leave bank, and the number of days each has contributed.

**Section 5.** The Association shall, immediately upon making any award of sick time from the bank, notify Payroll of the name of any individual who has been granted sick time from the bank, and the number of sick days so awarded.

**Section 6.** The Association agrees to indemnify and save FRCS harmless against any and all claims, suits or other forms of liability arising out of application of this Article.

## **ARTICLE 20** **PERSONAL LEAVE AND UNPAID LEAVE**

**Section 1.** PERSONAL LEAVE

- (a) 10-month employees and 10-month and 10-day employees shall receive two (2) personal leave days per year. 12-month employees shall receive three (3) personal leave days per year. Employees will earn an additional personal leave day for every ten years of service at FRCS.
- (b) Personal leave may be used for conducting urgent personal business, legal or family matters that cannot be conducted during non-school hours. Employees working less than a full-time schedule will receive personal leave on a pro-rated basis.
- (c) Except in emergency situations, a request for use of personal leave must be submitted through the time and attendance system at least two (2) school days in advance. Personal leave will be approved on a first-come/first-serve basis. If a request for personal leave is denied and the requesting employee uses sick leave for the day requested, the employee will be required to provide a physician's note supporting the absence.
- (d) Personal leave shall not be taken on the day preceding or following a long weekend or school vacation, except in well-justified cases as determined by Human Resources.
- (e) Unused personal leave will be forfeited.
- (f) Personal leave shall be used in minimal increments of ½ workday.
- (g) The Substitute Coordinator is responsible for scheduling coverage for employee personal leave as prompted by the time and attendance system.

**Section 2. UNPAID LEAVE.** It is expected that employees will not take any unpaid leave for which they are not otherwise eligible by law. In the event of rare and extenuating circumstances necessitating the use of unpaid leave, employees must obtain prior approval for such leave from Human Resources, or, in the event of an emergency, as soon as possible. The decision to approve or deny a request for unpaid leave shall not be subject to the grievance/arbitration provision of the Agreement.

## **ARTICLE 21**

### **RELIGIOUS OBSERVANCES AND ACCOMMODATION**

**Section 1.** FRCS respects the religious beliefs and practices of all employees and will make available, upon request, reasonable accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the School. Employees with religious beliefs or practices that conflict with their job, work schedule, FRCS's policy or practice on dress and appearance, or with other aspects of employment may seek religious accommodation. Any requests for religious accommodation must be submitted in writing to Human Resources. The written request must include the type of religious conflict that exists and the employee's suggested accommodation. FRCS will make efforts to accommodate these requests.

**Section 2.** Employees may take up to 3 additional paid days off to observe religious holidays that require time off from work. Employees must request this time off, at least 2 weeks in advance and submit this request through the time and attendance system along with a follow-up email to the immediate supervisor if not approved in 3-5 days.

**ARTICLE 22**  
**BEREAVEMENT LEAVE**

**Section 1.** Bargaining unit members shall be permitted up to five (5) days off, without loss of pay, in the event of a death in the employee's immediate family. Immediate family includes a spouse, domestic partner, child, parent, grandparent, parent-in-law or grandparent-in-law, and sibling or comparable step-relation. Bargaining unit members shall be permitted one (1) day off, without loss of pay, in the event of the death of a non-immediate family member.

**Section 2.** For justifiable reasons (e.g., significant travel) and with the approval of a bargaining unit member's immediate supervisor, a bargaining unit member may use other forms of paid time off for purposes of additional bereavement leave.

**Section 3.** Bereavement leave may be granted at the discretion of an employee's immediate supervisor in the event of the death of other persons whose association with the employee was similar to any of the above relationships.

**Section 4.** The bargaining unit member must notify their immediate supervisor of a bereavement leave request as soon as practicable.

**Section 5.** In the event of the death of a co-worker, the Executive Director will coordinate time off for attendance by bargaining unit members at the wake, funeral or memorial service.

**ARTICLE 23**  
**JURY DUTY**

**Section 1.** A bargaining unit member who is required to serve on a jury on a scheduled work day, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her regular wages for the first three days, or a part thereof, of such juror service.

**Section 2.** Upon receipt of a summons or subpoena, an employee must notify and provide a copy of the summons or subpoena to Human Resources.

**Section 3.** A document from the court which verifies the time spent by the employee must be submitted to Human Resources.

**Section 4.** Faculty shall contact the Substitute Coordinator who will obtain the necessary replacements for the employee's School responsibilities for any time period the employee is absent because of jury duty.

**Section 5.** An employee who is subpoenaed to serve as a witness for reasons not related to FRCS must use personal leave.

**ARTICLE 24**  
**MILITARY LEAVE**

Eligible employees shall be granted leave for military service in accordance with state and federal law.

**ARTICLE 25**  
**PAID FAMILY AND MEDICAL LEAVE**

FRCS shall provide leave in accordance with the Massachusetts Paid Family and Medical Leave Act, M.G.L. c. 175M (“PFMLA”), for eligible employees.

**ARTICLE 26**  
**FAMILY AND MEDICAL LEAVE**

FRCS shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and FRCS’s FMLA Policy (attached) for eligible employees.

**ARTICLE 27**  
**SMALL NECESSITIES LEAVE ACT**

FRCS shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, Section 52D (“SNLA”) for eligible employees.

**ARTICLE 28**  
**PERSONAL INJURY BENEFITS**

**Section 1.** A bargaining unit member who is absent from work due to an established work-related claim under M.G.L. c. 152 may supplement any compensation benefits with unused sick leave and be charged proportionately in an amount necessary to maintain the member’s salary level at the time of the initial claim.

**Section 2.** Bargaining unit members who receive on-the-job injuries must report in writing as soon as reasonably possible said injuries to their immediate supervisor and Human Resources. While a workers compensation claim is being processed, the member may use their accumulated sick leave provided that upon receipt of a workers compensation payment or lump sum settlement, the member pays FRCS the full amount of said payment or

settlement attributable to the period during which the member received sick leave benefits. Thereafter, said sick leave will be restored to the member's account up to the maximum accumulation permitted by this Agreement.

## **ARTICLE 29** **LEGAL ASSISTANCE**

**Section 1.** Bargaining unit members will immediately report in writing to their immediate supervisor and Human Resources all cases of physical assault sustained by them in connection with their employment.

**Section 2.** FRCS will comply with any reasonable request from the bargaining unit member for information in its possession relating to the incident and will act in an appropriate way as a liaison among the member, the police and the courts.

**Section 3.** A bargaining unit member may, at his or her own expense, initiate court proceedings in relation to a physical assault that arises in the course of his or her employment.

**Section 4.** FRCS will carry the Educators Legal Liability Policy currently in effect or a substantially similar Educators Legal Liability Policy.

## **ARTICLE 30** **USE OF SCHOOL FACILITIES**

**Section 1.** The Association may use FRCS facilities without cost after the end of the bargaining unit members' work day for the purpose of conducting Association meetings. The Association will schedule meetings by entering requests in the FRCS online scheduling tool.

**Section 2.** The Association will not use any consumable school supplies/equipment, but will be given the courtesy of using durable products.

**Section 3.** The Association, outside of bargaining unit members' work hours, may distribute communications relating to Association business through bargaining unit member mailboxes.

**Section 4.** The Association may purchase at its own expense three 24" x 36" bulletin boards capable of being locked and may place one bulletin board in the staff room of each school building. The Association may use the bulletin boards for posting announcements or other materials relating to Association business or activities that is limited to factual information. The space shall not be used for posting inflammatory, obscene or libelous materials.

No Association notices shall be posted except on the Association bulletin boards and the bulletin boards shall remain locked at all times.

**Section 5.** The Association will be provided with access to the storage space in the High School staff room for its records and files. Any alterations or modifications to the space requires prior approval from the Executive Director and will be at the Association's sole expense.

### **ARTICLE 31** **DUES DEDUCTION**

**Section 1.** FRCS shall deduct regular Association dues in the amount authorized by the employee from the employee's regular paycheck and deposit the amounts in the Association account. The deduction of dues shall be in accordance with approved FRCS procedures.

**Section 2.** The Association agrees to indemnify and save FRCS harmless against any and all claims, suits or other forms of liability arising out of the application of this Article, except to the extent that FRCS has failed to comply with the terms of this Article. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Association.

**Section 3.** In the event an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Association shall collect those dues directly, and FRCS shall not be held responsible for collection of those dues.

**Section 4.** Any authorization for deduction shall be on the following form:

#### **PAYROLL DEDUCTION AUTHORIZATION - DUES**

I authorize FRCS to deduct Association Dues, Fees and Assessments, in the amounts specified by the Association, from my regular paycheck and to remit that money to the Association.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days' notice to FRCS, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Association.

---

Signature  
Name:  
Address:

**ARTICLE 32**  
**NO-STRIKE**

**Section 1.** No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing<sup>2</sup>, sympathy strike or other unlawful withholding of services from FRCS, including so-called work to rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

**Section 2.** The Association agrees that neither the Association nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any conduct prohibited in Section 1.

**Section 3.** The Association agrees further that should any employee or group of employees covered by this Agreement engage in any such job action, the Association shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

**Section 4.** Violations of this Article or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and shall subject the employee to disciplinary action and such other action that FRCS may deem appropriate.

**Section 5.** FRCS may, in addition to the remedies under Chapter 150E of the General Laws or this Agreement, file independently an action in the appropriate court to enforce this Article. The Association shall indemnify and hold FRCS harmless from any costs incurred as a result of a violation of this Article and Chapter 150E, Section 9A upon a final determination by the Department of Labor Relations or a court of competent jurisdiction that the Association sponsored, aided and/or abetted any such violation.

**ARTICLE 33**  
**WAIVER**

FRCS and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any matter specifically covered in this Agreement.

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<sup>2</sup> Informational picketing is not prohibited by this Article.  
{Client Matter 32700/00003/A8652713.DOCX}



**ARTICLE 34**  
**STABILITY OF AGREEMENT**

**Section 1.** No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

**Section 2.** The failure of the Board or the Association to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Board or the Association to future performance of any such terms or conditions, and the obligations of the Board and the Union to such future performance will continue in full force and effect.

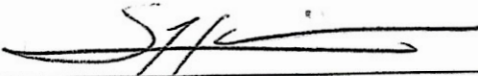
**ARTICLE 35**  
**SAVINGS CLAUSE**

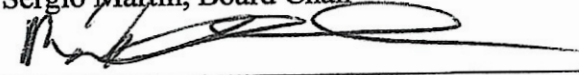
If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect. Within twenty (20) calendar days of the invalidation, either party may request to bargain in good faith over the invalidated Article or section.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be ratified and executed by the bargaining unit and the Board of Trustees as of the dates set forth below.

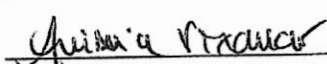
FOXBOROUGH REGIONAL CHARTER SCHOOL BOARD OF TRUSTEES

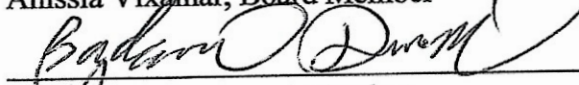
FOXBOROUGH REGIONAL CHARTER SCHOOL TEACHERS ASSOCIATION

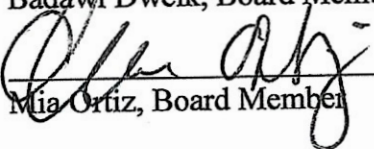
  
Sergio Martin, Board Chair

  
Matthew Yezukevich, Board Treasurer

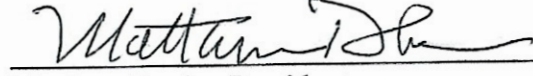
  
Todd Tetreault, Board Secretary

  
Anissia Vixamar, Board Member

  
Badawi Dweik, Board Member

  
Mia Ortiz, Board Member

Dated: 11/1/24

  
Matthew Duska, President

  
Lauren Ells, Vice President

  
Rebecca Littlefield, Treasurer

  
Karen Corrado, Secretary

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Dated: 11/1/24

**APPENDIX A**

**FRCS Evaluation System**

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## 1. PURPOSE OF EDUCATOR EVALUATION

The Massachusetts Educator Evaluation Framework, adopted by the Board of Elementary and Secondary Education in 2011, is designed to promote student learning, growth, and achievement by providing educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability. The DESE rubrics will continue to ensure that each and every student in Massachusetts has access to educators who nurture and cultivate their academic achievement, cultural competence, and sociopolitical awareness.

The specific purposes of evaluation under M.G.L. c.71, §38 and 603 CMR 35.00 are:

- A. to assure effective teaching; and
- B. to promote student learning, growth, and achievement by providing educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, and
- C. to provide a record of facts and assessments for personnel decisions.

The performance of each professional educator shall be evaluated from time to time by their supervisors in accordance with the evaluation process set forth in this document. Any changes in said evaluation process shall be the subject of bargaining between the FRCS Board of Trustees and the FRCSTA.

All monitoring or observation of the work performance of a teacher for evaluation purposes shall be done in accordance with the Teacher Evaluation Instrument forms in this document. 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 at the time the observation occurs.

## 2. 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 provide direct support to 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, Dean of Student Life, BCBA’s, school psychologists, behavior interventionists, building level nurse and instructional coaches (related service providers) SAC, Guidance, and some Special Education teachers, ELE teachers, content interventionist and reading intervention/ specialists.
- C. **Classroom Teacher**: Educators who teach K-12 whole classes, and teachers of special subjects such as art, music, computer technology and physical education. Classroom teachers may also include special education teachers and reading intervention/specialists who teach class sections.
- 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. **Educator(s)**: Inclusive term that applies to classroom teachers and caseload educators.
- F. **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.
- i) Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS).
  - ii) Self-Directed Growth Plan shall mean a plan developed by the Educator in conjunction with the Evaluator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) Directed Growth Plan shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement. The goals of the growth plan will be narrowly drawn, and Evaluators will use a coaching model to facilitate reflection, provide constructive, asset-based feedback to strengthen the educator’s individual practice.
  - iv) Improvement Plan shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory in more than two evaluations with goals specific to improving the Educator’s unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- G. **Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation”) and to assess total job effectiveness and help make personnel decisions (the

“summative evaluation”).

- H. **Evaluator:** Any person designated by the FRCS District Leadership who has primary or supervisory responsibility for observation and evaluation. The FRCS District Leadership is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary and one secondary Evaluator responsible for determining performance ratings. Each educator will have one evaluator responsible for approving educator plans and determining performance ratings. Other trained evaluators may observe only for the purposes of calibrating common expectations through the district. Educators will receive written notice of their primary and secondary evaluators prior to the start of the school year. If a change should arise regarding one or both of those evaluators during the year due to prolonged absence of an evaluator, educators will know who will replace those evaluators as soon as the change is made.
- I. **Evaluation Cycle:** A five-component process that all Educators follow consisting of:
- a. Self-Assessment;
  - b. Goal-setting and Educator Plan development;
  - c. Implementation of the Plan;
  - d. Formative Evaluation; and
  - e. Summative Evaluation.
- J. **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- K. **Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- L. **Formative Evaluation:** An evaluation that may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle (eg at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan) which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan and performance on Standards and Indicators of Effective Teaching Practice.
- M. **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]
- N. **Impact on Student Learning:** Student learning can be observed during an evaluator’s observation through evidence such as but not limited to students using academic vocabulary, initiating tasks, acting in a way that reflects an understanding of the expectations. Student learning can also be documented through data from classroom assessments, comparable common assessments across grade or subject district-wide.
- O. **Learning Walkthrough:** A learning walkthrough is a systematic and coordinated method of gathering data to inform district- and building-level decision-making. It involves establishing a focus of inquiry and then engaging strategically selected teams of individuals in collaborative observations of classrooms with an emphasis on the interactions among teachers, students, and academic content (the instructional core). Learning Walkthroughs can

be a powerful means of norming evaluators' expectations and helping educators learn more about the ways in which instructional practices support student learning and achievement. Evidence from Learning Walkthroughs can inform analyses of other data. For example, teams can compare the relationship between student MCAS scores and what is happening in the classroom. The resulting insight can help clarify and focus the work that is needed to help all students achieve at their fullest potential.

- P. **Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- Q. **Multiple Measures of Student Learning:** Measures may include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student Access gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance.
- R. **Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits. There are two types of observations, unannounced and announced.
- S. **Parties:** The parties referenced in this document are the FRCS Board of Trustees and the FRCSTA.
- T. **Performance Rating:** Describes the Educator's performance on each performance standard and overall performance rating. There shall be four performance ratings:
1. **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 proficiency and could serve as a model of practice on that standard district-wide.
  2. **Proficient:** the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  3. **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.
  4. **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:** A teacher who has served in FRCS for the three previous consecutive school years who has met the required evaluation standards and has been granted professional teacher status by the administration on day one (1) of their fourth year of teaching excepting teachers who have completed 3 or 4 years by the beginning of the 2024-2025 school year. See table in section 12d.
- V. **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 Educator Practice Goal(s)
- vi. Attainment of Student Learning Goal(s)

W. **Rubric:** The rubrics are a scoring tool used for the Educator’s self-assessment, the formative and summative evaluation. 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

X. **Self-Assessment:** Educators analyze elements including but not limited to student data to reflect on their performance in order to propose a student learning goal and one professional practice goal individually and/or in teams.

Y. **Educator Intervention Plan:** A short term intervention plan 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.

Z. **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. [Reference Summative Evaluation section of this document for detailed explanation]

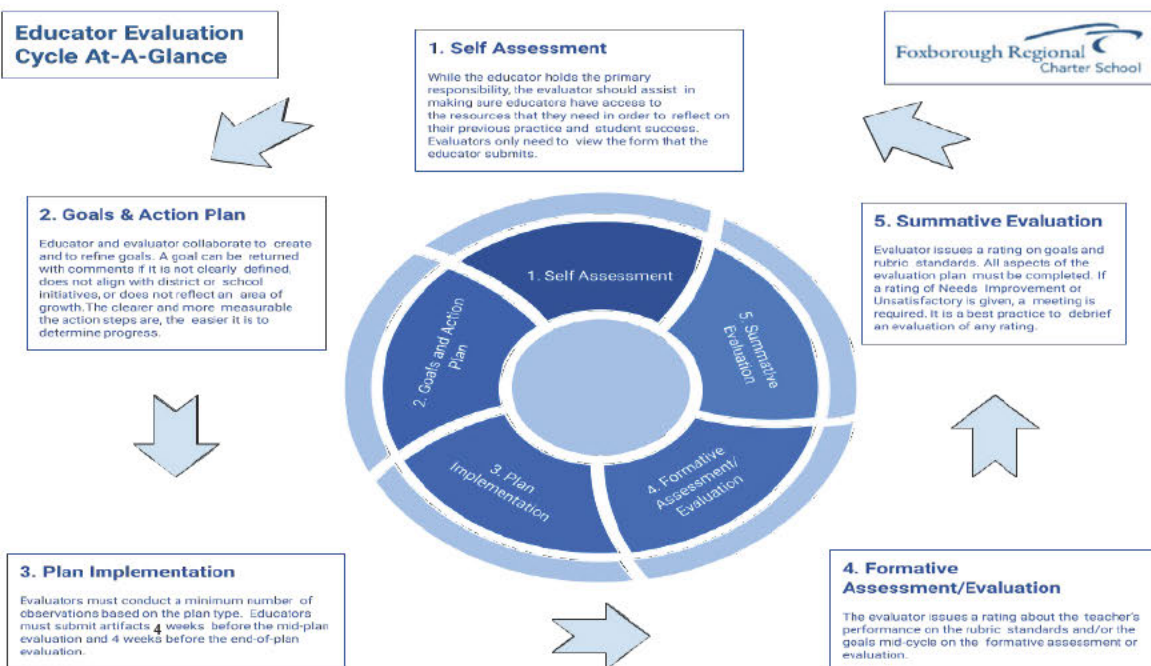


### 3. EVALUATION CYCLE

Every educator participates in a 5-step cycle of continuous improvement. The 5-Step Evaluation Cycle is the centerpiece of the evaluation framework and designed to have all educators play an active, engaged role in their professional growth and development. For every educator, evaluation begins with a self-assessment and concludes with a summative evaluation. The 5-step process all educators follow consist of:

1. Self-Assessment
2. Goal-setting and Educator Plan Development
3. Implementation of the Plan
4. Formative Evaluation
5. Summative Evaluation

## 5 Step Cycle



#### 4. EVALUATION TRAINING AND ORIENTATION

By **November 1<sup>st</sup>** of the first year, all Educators shall complete a professional learning workshop about self-assessment and goal-setting. Any Educator hired after the November 1<sup>st</sup> 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 their date of hire. The FRCS District Leadership shall determine the type and quality of the learning activity based on guidance provided by DESE.

At the start of each school year District Leadership or a designee shall conduct a meeting for Educators and Evaluators focused on educator evaluation. The District Leadership or designee shall:

- A. Provide an overview during Orientation Week that includes the evaluation process, goal setting, the educator plans and the district's vision, mission, and core values. This document will be published during Orientation Week.
- B. Provide all Educators with directions for obtaining a copy of the forms used by the District.
- C. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year. The District will publicly announce all recordings that they plan to make prior to commencement of any recorded meetings.

## 5. SELF-ASSESSMENT

### Self Assessment: Using Data and Reflecting on Practice Educator Plans (training video)

The first task of the educator on the evaluation system is to complete a self-assessment and propose goals. Using the Educator Self-Assessment Form, the educator is to assess their past practice, noting strengths and opportunities for growth. This is to be completed solely by the educator and shared with their evaluator by October 2nd or within four weeks of the start of their employment at the school.

Educators who have their plan changed in the middle of the year will skip the self assessment and start with Goals Setting and Plan Development.

The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility. In this section, briefly summarize areas of strength and opportunities for growth around the learning, growth and achievement of the students you are responsible for.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric. In this section, briefly summarize an assessment of practice for each of the four Performance Standards of effective practice using the Rubric.

(c) Proposed goals to pursue as per DESE guidelines:

(1st) One goal directly related to improving the Educator's own professional practice.

(2nd) One goal directly related to improving student learning.

## 6. GOAL SETTING

### Developing Professional Practice and Student Learning Goals Educator Plans (training video)

#### **Section 1.**Description

- A. Each educator shall draft a minimum of two proposed goals to focus on for the school year:
  - a. At least one goal directly related to improving the Educator's own educational practice.
  - b. At least one goal directly related to improving student learning.
- B. Both student learning and educator practice goals may be individual or team goals.
- C. Educators may consider team goals for grade-level, subject area, department teams, or other groups of Educators who share responsibility for student learning and results.
- D. 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.
- E. 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.
- F. Goals will generally be formatted as Smart Goals or other agreed upon format between the educator and evaluator.
- G. For Professional Practice goals relevant performance standards on the Educator Rubric should be cited.
- H. Goals shall be generally aligned with the school goals from the building principals, and the district's vision, mission, core values and goals as set forth in the Employee Handbook.

#### **Proposing Goals**

For Educators in their first year of practice, the Evaluator or their designee should meet with the Educator by October 15th (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals.

Educators will submit to the Evaluator on Oct 15th proposed goals on section 1 of the Goal Setting, Educator Plan Development Form.

#### **Setting Goals**

In collaboration with the evaluator, the educator will develop goals using the Educator's self-assessment. It is the responsibility of the Educator to attain the goals in the Plan. The evaluator will review the proposed goals, meet with the Educator if appropriate, and approve the goals on the Educator Plan Development Form on or about November 15<sup>th</sup>. The evaluator retains final authority over goals to be included in an educator's plan.

## Resources:

DESE Exemplar

SMART Goals: A How to Guide: University of California

Templates for Writing SMART Goals

## 7. PLAN DEVELOPMENT

### Educator Plans (training video)

#### 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 growth and development, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Educator Plan must be aligned to the standards and indicators and may be consistent with the District’s Accountability Plan.
- 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 on is determined by the Educator’s career stage and overall performance rating. There are four types of Educator Plans:

#### **Developing Educator Plan**

##### Developing Educator Timeline

##### Developing Educator At A Glance

- A. Applies to educators without Professional Teaching Status (PTS), and at the discretion of the Principal or Director of Teaching and Learning 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.
- C. Include the signatures of the Educator and Evaluator acknowledging you are in receipt of the plan.

#### **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. A formative evaluation report is completed at the end of year one and a summative evaluation report at the end of year two.
  - a. 2 Year Self Directed Timeline
  - b. 2 Year Self Directed At A Glance
- B. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. 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.

- a. 1 Year Self Directed Timeline
  - b. 1 Year Self Directed At A Glance
- C. Include the signatures of the Educator and Evaluator acknowledging you are in receipt of the plan.

### Improvement Plan

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory. Educators may be placed on an Improvement Plan of no fewer than *45 days* and no more than one school year.
- B. Within ten school days of notification to the Educator they are being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the plan.
- C. In the case of an Educator receiving a rating of unsatisfactory as practicable by May 15, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- D. The Educator may request a pre-observation conference to take place at least one (1) day prior to the announced observation. This conference may include previewing lesson plans and a review of any prior feedback from the Evaluator.
- E. The Improvement Plan shall:
  - Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - Describe the activities and work products the Educator must complete as a means of improving performance;
  - Describe the assistance the district will make available to the Educator;
  - Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - 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);
  - Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,
  - Include the signatures of the Educator and Evaluator acknowledging you are in receipt of the plan.
- F. If the Evaluator determines at the conclusion of the Improvement Plan the Educator has improved their 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 determine that the Educator shall be dismissed or remain on an Improvement Plan for another evaluation cycle. All determinations must be made no later than May 15.

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



<b>Plan Type</b>	<b>Who Goes on Plan</b>	<b>Length of Plan</b>	<b>Unannounced (At least 10 minutes)</b>	<b>Announced (At least 30 minutes)</b>
<b>Two-year Self-Directed</b>	Overall rating of Exemplary or Proficient and high or moderate impact on student learning	2 years	2	1
<b>One-year Self-Directed</b>	Overall rating of Exemplary or Proficient and low impact on student learning	1 year	2	1
<b>Directed</b>	Overall rating of Needs Improvement	90 school days to 1 yr.	3	1
<b>Improvement</b>	Overall rating of Unsatisfactory	45 school days to 1 yr.	4	2
<b>Developing</b>	Non-PTS, or at the discretion of the FRCS District Leadership, educators in the first year working under a different license	1 year (or to the end of the school year)	3	1

### **Plan Proposal**

Educators on Self-Directed, Directed or Developing Plans will develop a Plan individually or in collaboration with the Evaluator detailing how they 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 their proposed plan on the Educator Plan Development Form on or about November 1st and no less than two weeks after their Evaluator approves their goals. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 1<sup>st</sup> 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 on or about

November 15<sup>th</sup>. 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 this deadline 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:

- The School or District has changed teaching policies, in accordance with DESE guidance.
- 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
- Any other mutually agreed upon reasons.

## 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 goals by which the educator will be evaluated, while evaluators may also choose to collect evidence for the formative and summative evaluations. Educators are free to collect evidence for their formative and summative evaluations in whatever manner or format they choose. Evidence will be submitted via the district's designated electronic platform.

### Sample Artifacts for Standards

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

#### Standard I: Curriculum, Planning, and Assessment

- A. Standards-based curriculum unit and examples of well-structured lesson plans that exemplify one or more of the following:
  - a. Clear goals and objectives
  - b. Use of higher order thinking skills (Blooms)
  - c. Appropriate scaffolding in teaching a new concept
  - d. Culturally relevant instructional materials
  - e. Engaging to students
  - f. Application of new concepts learned
  - g. Student-centered characteristics: Student choice, Collaborative learning experiences, Intentional and timely student feedback, Inquiry-based learning.
- B. Differentiation for students with varying skills or achievement levels
  - a. Diverse student needs or learning styles
  - b. Differentiated instruction to engage students in the learning process.
  - c. Varied assessments, including paper and pencil test, research paper, portfolio, oral presentation, exhibition/demonstration, multimedia
  - d. Video clip of a particular feature of a teacher's instruction
- C. Use and analysis of data that leads to change in curriculum or instruction.
- D. Use and analysis of data with students to set individual goals
- E. Description of how the classroom reflects a culturally competent learning environment

#### Section 2. Standard II: Effective Teaching Practice

- A. Lesson plan, assignment, or rubric which demonstrates one or more of the following: High expectations for the quality and standard of work produced
- B. Varied instructional strategies to accommodate diverse learning needs and styles
- C. Gradual release of responsibility (e.g., mini-lecture, modeling, group practice)
- D. Student portfolio of work
- E. Example of classroom ritual, routine, or lesson that demonstrates one or more of the following:
  - o Creating a personalized culture

- Cultural proficiency (respect and affirmation of cultures)
- F. Example of resources, lesson plans, and instructional materials that demonstrate making content accessible to English language learners and students with disabilities

### **Section 3. Standard III: Family and Community Engagement**

- A. 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
- B. 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
- C. Communication to parents that demonstrate cultural understanding and appreciation
- D. Parent surveys regarding the interests, strengths, and challenges of their child(ren)
  - Log of in-person and phone conversations with parents

### **Section 4. Standard IV: Professional Culture**

- A. 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
- B. Professional development agendas in which you have participated
- C. Team-developed curriculum units
- D. Team agendas that involve looking at student work, data, and teacher assignments
- E. Evidence of contribution to a school/district committee or Leadership Team
- F. Work products developed as a result of team work or professional development

## 9. OBSERVATIONS

### Observations and Feedback (training video)

#### 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 10 minutes or longer and can include multiple visits in one school day in the event that exigent circumstances arise or the educator invites the evaluator back.

Unannounced observations shall result in written feedback provided to the teacher. The following process shall be used to conduct an unannounced observation:

- The administrator shall provide the teacher with written feedback of the unannounced observation within five school days of the visit, using the approved FRCS Unannounced Observation Report Form. The written feedback shall be delivered to the Educator via the district's designated electronic platform.
- 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 their 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. The educator will be notified their observation will take place within a school week (5 school days). An announced observation is a planned visit by the evaluator of at least 30 minutes. The following process shall be used to conduct an announced observation:

- The Educator may initiate an announced observation by inviting the Evaluator to a particular class that features an area of focus for the Educator, as long as the Evaluator's schedule and priorities allow.
- 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 practicable.

- Post-Observation Conference: Within five (5) school days of the observation, the evaluator and teacher will conference about the classroom observation. This time frame 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.
  - The evaluator shall provide the teacher with a copy of a completed FRCS Observation Form within five (5) school days after the Post Observation conference.
  - Within two (2) school days of receiving the completed FRCS Observation Form, the teacher shall sign and return the completed FRCS Observation Form indicating they have seen it. The teacher's signature does not indicate agreement or disagreement with the contents.
    - The teacher may request a meeting to discuss possible changes in the completed FRCS Observation Form write up.
    - The teacher shall have the right to make a written statement which shall become part of the completed FRCS Observation Form and shall be filed in the Educator's personnel file.
  - Evaluators shall have completed the first announced or unannounced observation process for every teacher not on a two-year self-directed plan no later than November 15<sup>th</sup>; if a second announced observation occurs, it must be completed by May 15<sup>th</sup>.
- C. The Educator's first announced or unannounced observation of the Educator should take place by November 15<sup>th</sup>. Educators on a Developing or Directed Growth Plan may request a second observation. As well, following the mid-cycle formative evaluation educators on a Developing or Directed Growth Plan can request another observation with a different evaluator. Additional observations may occur over the minimum at the evaluator's discretion with notice to the Educator or as a result of an invite from the Educator. All observations shall be concluded by May 15<sup>th</sup>.

### **Learning Walkthroughs**

Observations from learning walks are meant to be a learning process for those participating in the Learning Walkthroughs. Participants will begin the activity by determining one aspect of classroom practice to observe. Participants then take part in conversation about, and analysis of, the aggregate experience from all classrooms in which they spent time, rather than commenting on individual teachers' practice, and are used to talk about observed patterns and trends across classrooms.

Learning Walkthroughs are not intended to result in specific feedback given to individual teachers, but may result in a composite summary for team feedback. A learning walkthrough can be announced or unannounced. There are no limits on the number of learning walk-throughs that can be conducted, provided that all teachers in a school shall have a similar number of such visits.

Learning Walkthroughs may result in non-evaluative feedback provided to the teacher on observed practice, summarize the aggregate climate, culture, and instruction. While learning walkthroughs are not an evaluative protocol, evaluators may collect artifacts that are then documented and shared with the relevant teacher.

Learning Walkthroughs are intended to gauge the overall climate, culture, and instruction within a school, program, or department, and entail walking into multiple classrooms.

## 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 may include:

- 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
- 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.
- 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.
- 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 are set by the district and indicated through the formative assessment and goal-setting process.

### B. Judgments based on observations and artifacts of practice including:

- Unannounced observations of practice as described in this document;
- Announced observations as described in this document;
- Examination of Educator work products as provided by the Educator;
- Examination of student work samples as provided by the Educator; or
- Examination of artifacts of practice.

### C. Evidence relevant to one or more Performance Standards, including but not limited to evidence compiled and presented by the Educator, including:

- 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;
- Evidence of progress towards professional practice goal;
- Evidence of progress toward student learning outcome goal;
- 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 executive director.

OR

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

### A. Multiple measures of student learning, growth, and achievement, which shall include:

- a. 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;
- b. 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.
  - c. 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 are set by the district. The measures set by the district should be based on the Educator's role and responsibility and indicated through the formative assessment and goal-setting process.
  - d. Judgments based on observations and artifacts of practice including;
  - e. Unannounced observations.
  - f. Announced observation(s).



## 11. FORMATIVE EVALUATION

### Formative Evaluation (training video)

#### **Description**

A specific purpose for evaluation is to promote student learning, growth and achievement by providing educators with feedback for growth and development. 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 growth. 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 their 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 are likely to participate in a formative evaluation in May or June, the midpoint of their evaluation cycle.

#### **Formative Evaluation Steps**

- A. **Scheduling.** Formative evaluation conferences should be scheduled at least two weeks in advance to allow for preparation, whenever possible.
- B. **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 also whenever possible review the collected evidence prior to the formative conference.
- C. **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 should also present any available evidence on any of the standards or goals. The combined evidence is reviewed and discussed by the educator and evaluator, and the evaluator shares their thoughts with the educator on commendations, questions, and areas in which to improve. In formative evaluation conferences, the evaluator shares their rating of each standard and goal, as well as an overall rating, which are then discussed by the educator and evaluator.

- D. **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 or via the district's designated electronic platform. 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 and the personnel file.

### **Revising and Changing the Plan**

If an educator receives a formative evaluation that differs from the educator's most recent summative rating, 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 Plan that specifies the changes that need to be made in order to maintain the most recent summative rating. [See Short-Term Intervention within this document for detailed description].

## 12. SUMMATIVE EVALUATION

### Summative Evaluation (training video)

#### **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 in combination with the evidence and context provided by the Educator. The overall rating will determine which Plan the Educator will be on for the following year.

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:

- In the formative evaluation, educators are rated on their progress; in summative evaluations, educators are rated on outcomes, meeting goals in the Educator Plan and final standards ratings.
- 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.
  - Every educator must be rated as Exceeded, Met, Significant 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 most up-to-date DESE rubrics as of the start of the school year.

#### **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.

- A. **Scheduling.** Summative evaluation conferences should be scheduled at least two weeks in advance to allow for preparation.
- B. **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.
- C. **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. The combined evidence is reviewed and discussed by the educator and evaluator, and the evaluator shares their thoughts with the

educator on commendations, questions, and areas in which to grow and develop. The evaluator shares their 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. The plan to be developed is communicated to the Educator.

- a. The summative evaluation rating must be based on evidence from multiple categories of evidence.

**D. 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 or via the district's designated electronic platform or to Educator's school mailbox or home no later than May 31st.

- a. The Evaluator shall meet with any Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by May 15.
- b. 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.
- c. The Educator shall sign the final Summative Evaluation report within five (5) days of receipt and in no case later than the last day of the school year.
  - The signature indicates the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- d. The Educator may reply in writing on the Educator Response Form within ten (10) days of receiving the report.
- e. A copy of the signed final Summative Evaluation report and Educator Response Form (if applicable) shall be filed in the Educator's personnel file.

Completed consecutive years of Service at the beginning of the 2024-2025 school year	Evaluation Plan
5	1 or 2-year self directed plan (Professional Teacher Status)
4	Year 3 of Developing Plan to gain PTS **Could be extended for a maximum of 1 additional year of developing plan.
3	Year 3 of Developing Plan to gain PTS **Could be extended for a maximum of 1 additional year of developing plan.
2	Year 2 of Developing Plan
1	Year 1 of Developing Plan

- E. **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 the evaluation program is fully implemented, educators will leave the summative evaluation conference with an understanding 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.

The summative evaluation rating will determine the next Educator Plan for each educator. Ultimately, the overall rating will determine which Plan the Educator will be on for the following year. 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.

### 13. SHORT-TERM INTERVENTION

#### **Description**

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, then the evaluator may initiate an intervention process. The purpose of the 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. Asking if the educator has evidence that would allay the concern or if the educator is already taking steps to redress the concern;
  - c. Specifying the changes that need to be made in order to maintain the current evaluation rating;
  - d. 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 action steps.

#### **B. Meeting to Assess Progress**

At the end of the agreed upon timeline for the 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.

## 14. TIMELINES

(SUBJECT TO REASONABLE CHANGE EACH YEAR)

## A) Educators with PTS on One Year Plan

<b>Activity:</b>	<b>Completed By:</b>
Executive Director, principal or designee meets with evaluators and educators to explain evaluation process	O-Week
Educator Evaluation Training (e.g., SMART Goals, <u>Goal Setting</u> and Plan Development, etc.)	Building Meeting in September
Educator conducts <u>Self-Assessment</u> and submits proposed goals and plan to Evaluator	October 15th
Educator submits Educator Plan Development Form	October 2nd - November 1st
Evaluator reviews and approves Educator Plan	By November 15th
Evaluator should complete first observation of each Educator	November 15th
Educator submits standards and goals evidence for mid-cycle <u>formative evaluation</u>	January 15th
Evaluator should complete Formative Evaluation Reports	By Friday before Mid-Winter Break
Educator submits standards and goals evidence for <u>summative evaluation</u>	By May 1st
Evaluator should complete all observations of each (applicable) Educator	May 15 <sup>th</sup>
Evaluator completes Summative Evaluation Report	Between May 15th - June 1st
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 (request at least 5 days prior to June 10th deadline)	June 10 <sup>th</sup>
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**

Educator conducts Self-Assessment and submits proposed goals and plan to Evaluator	October 2nd (Year 1)
Educator submits Educator Plan Development Form	October 2nd - November 1 <sup>st</sup>
Evaluator reviews and approves Educator Plan	By November 15 <sup>th</sup>
Evaluator should complete first observation of each Educator	November 15 <sup>th</sup>
Educator submits standards and goals evidence for mid-cycle formative evaluation	By Dec. 31 <sup>st</sup>
Evaluator should complete Formative Evaluation Reports	By Jan 31 <sup>st</sup>
Educator submits standards and goals evidence for summative evaluation	By May 1 <sup>st</sup>
Evaluator should complete all observations of each (applicable) Educator	May 15 <sup>th</sup>
Evaluator completes Summative Evaluation Report	Between May 15 <sup>th</sup> - June 1 <sup>st</sup>
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1 <sup>st</sup>
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator (request at least 5 days prior to June 10 <sup>th</sup> deadline)	June 10 <sup>th</sup>
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15 <sup>th</sup>

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes observations	Any time during the 2-year evaluation cycle not later than May 15 <sup>th</sup> of the second year
Educator submits standards and goals evidence for mid-cycle formative evaluation	May 1 <sup>st</sup> of the first year



Evaluator completes Formative Evaluation Report	June 1 of Year 1
Educator submits standards and goals evidence for summative evaluation	May 1st of the second year
Evaluator completes Summative Evaluation Report	June 1st 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.

Timelines contained in this Plan may be extended on a case-by-case basis by the Evaluator to account for absences on or about the completion of a step in the process or as a result of the Educator's or Evaluator's extended absence (e.g., parental leave).

#### 15. Forms:

The forms and rubrics in FRCS' electronic evaluation system will align with the current DESE forms and rubrics as of the start of each academic year.

Upon separation of a member's employment, Professional Development credits will travel with the member.

## 16. SETTING SMART GOALS

(Source: DESE, *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: The students will write more and get smarter.**

**Getting SMARTer: By June, all grade 4 students will demonstrate mastery of 80 percent of the processes that effectively communicate thinking on open-ended higher order thinking tasks.**

**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.

By June, all grade 4 students will demonstrate mastery of 80 percent of the processes that effectively communicate thinking on open-ended higher order thinking tasks, as measured by a teacher-created common rubric. (From Exemplar S.M.A.R.T Goals from DESE)

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

It’s Specific and Strategic =all grade 4 students will demonstrate mastery of 80 percent of the processes that effectively communicate thinking on open-ended higher order thinking tasks-

It's **Measurable** = as measured by a teacher-created common rubric.

It's **Action-oriented** =communicate thinking

It's got the 3 Rs = higher order thinking; 80 percent of the processes;

It's **Timed** = By June

#### **Section 5.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.

#### **Section 6.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?

#### **Section 7.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.

#### **Section 8.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.

#### **Section 9.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.