AGREEMENT

Between

FOXBOROUGH SCHOOL COMMITTEE

And

FOXBOROUGH EDUCATION ASSOCIATION

(Professionals)

September 1, 2016 to August 31, 2019

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This AGREEMENT is made and entered into this 25th day of August 2016, by and between the School Committee of the Town of Foxborough (hereinafter, the "Committee") and the Foxborough Education Association (hereinafter, the "Association"). This Agreement shall be in effect from September 1, 2016, through August 31, 2019.

ARTICLE I

PREAMBLE

Section 1. Recognizing that the prime purpose of the Committee and the employees represented by the Association is to provide education and services of the highest possible quality for the children of Foxborough, and that good morale within the Foxborough School District is essential to the achievement of that purpose, the parties hereto agree and declare as follows:

a. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all the powers, rights, and duties that it has by law and may exercise the same at its discretion.

b. The Committee has the responsibility for establishing policies for the administration and management of the schools.

c. The Superintendent of Schools (hereinafter, the "Superintendent"), as the chief executive officer of the School District, has the responsibility for managing the school system and implementing the policies established by the Committee.

d. The said employees have responsibility for providing education and services of the highest possible quality.

e. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and the free exchange of views and information between the Committee, the

Superintendent and said employees in the formulation and application of policies relating to wages, hours and other conditions of employment.

ARTICLE II

RECOGNITION

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, the Committee recognizes the Association, for the purpose of collective bargaining with respect to wages, hours and other conditions of employment and the negotiation of collective bargaining agreements and any questions thereunder, as the exclusive bargaining agent and representative of all professional employees, including school nurses, teachers, guidance counselors, speech and language therapists, social workers, behavior therapists, occupational therapists, and physical therapists, employed by the Committee, except the Superintendent of Schools, Assistant Superintendent of Schools, School Business Administrator, Principals, Assistant Principals, Director of Special Education, Director of Technology, Supervisor of Food Services, all Coordinators, Athletic Director and Substitute Teachers. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of said Chapter 150E.

ARTICLE III

NEGOTIATING PROCEDURES

For the purposes of collective bargaining, the designated representative or representatives of the Committee and the designated representative or representatives of the Association shall meet at reasonable times and shall confer in good faith with respect to wages, hours and other conditions of employment and shall execute a written contract incorporating any agreement reached. Negotiating meetings shall not be held during a school day unless mutually agreed upon by the parties.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to produce prompt and equitable solutions to grievances, as hereinafter defined, which may from time to time arise with respect to the terms and provisions of this Agreement.

Section 2. Nothing herein contained will be construed as limiting the right of an aggrieved employee from presenting his/her grievance to the Superintendent and having such grievance heard without the intervention of the Association, provided that the Association is afforded the opportunity to be present at such conferences and to state its views and that any adjustments made shall not be inconsistent with the terms of this Agreement.

Section 3. A grievance is defined as a question, complaint or dispute involving the meaning, application or interpretation of or compliance with the terms and provisions of this Agreement. The dismissal, suspension or demotion of an employee shall not be subject to the grievance procedure but shall be subject to the specific procedures set forth in Chapter 71 of the General Laws for the taking of such actions.

Section 4. Grievances, except as otherwise provided for herein, shall be processed in accordance with the following procedure:

a. Informal

(1) A grievant(s) shall initiate the grievance procedure of this Article by notifying his/her immediate supervisor (Principal or Director of Special Education) in writing that he/she would like to meet in an attempt to resolve a problem before it becomes a formal grievance. Said notice need not be in the form of a grievance as hereinbefore defined. Said notice shall be made within ten (10) school days next following the occurrence of the problem or the date of first knowledge of its occurrence by an employee affected by it.

(2) Within three (3) school days after receipt of such a notice, the immediate supervisor or his/her designee shall meet with the grievant and attempt to resolve the problem.

(3) If within seven (7) school days after such meeting, the grievant and the immediate supervisor or his/her designee have failed to agree upon a resolution of the problem, or upon failure of the immediate supervisor or his/her designee to hold a meeting within three (3) school days after receipt of said notice, the grievant may elect to proceed to the next level.

b. Level One

(1) The aggrieved employee or the Association shall present the grievance in writing to his/her immediate supervisor (Principal or Director of Special Education) within twelve (12) school days after the informal meeting with the immediate supervisor or, if no meeting was held, within five (5) school days after the deadline for holding said meeting. The grievance shall give a summary of the facts involved, the provision or provisions of this Agreement allegedly violated and the relief desired.

(2) Within ten (10) school days after receipt of the written grievance, the Principal or the Director of Special Education shall meet with the aggrieved employee and a representative or representatives of the Association to hear the grievance.

(3) The Principal or the Director of Special Education shall, within ten (10) school days after the conclusion of said meeting advise the aggrieved employee and the Association in writing of his/her decision concerning the grievance.

c. Level Two

(1) If at the end of the twenty (20) school days following receipt by the Principal or Director of Special Education of the written grievance at Level One the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit the grievance in writing to the Superintendent.

(2) Within ten (10) school days after receipt of the written grievance, the Superintendent shall meet with the aggrieved employee and a representative or representatives of the Association to hear the grievance.

(3) The Superintendent shall, within ten (10) school days after the conclusion of said meeting advise the aggrieved employee and the Association in writing of her/his decision concerning the grievance.

d. Level Three

(1) If at the end of the twenty (20) school days following receipt by the Superintendent of the written grievance at Level Two the grievance shall not have been disposed of to the employee's satisfaction, the aggrieved employee or the Association may within five (5) school days thereafter submit the grievance in writing to the Committee.

(2) Within ten (10) school days after the receipt of the written grievance, the Committee shall meet with the aggrieved employee and a representative or representatives of the Association to hear the grievance.

(3) The Committee shall within ten (10) school days after the conclusion of said meeting advise the aggrieved employee and the Association in writing of its decision with respect to the grievance.

e. Level Four

If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after said meeting with the Committee, the Association may, by giving written notice to the Committee within ten (10) school days after the date of the Committee's decision at Level Three or within twenty (20) school days after said meeting with the Committee if no decision has been rendered, present the grievance for arbitration. In such case, the following procedure will be followed:

(1) The Association shall forthwith submit the grievance to the American Arbitration Association. Such grievance may also be submitted to the Board of Conciliation and Arbitration for mediation and, if mutually agreed, for arbitration. The grievance will be disposed of in accordance with the applicable rules of said Association or Board, as the case may be.

(2) The arbitrator selected shall hold hearings promptly and, unless the time shall be extended by mutual agreement, shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, from the date established for the final submission of evidence and briefs.

(3) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the issue or issues submitted. The arbitrator shall only have the power to interpret what the parties to this Agreement intended by the specific clause or clauses in the Agreement which are at issue. The arbitrator shall be bound by the provisions of this Agreement, and he/she shall not have any authority to establish salaries or other compensation, nor to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement.

(4) The decision of the arbitrator shall be final and binding upon the Committee, the Association and the aggrieved employee.

(5) The fee and expenses of the arbitrator and the expenses directly related to the arbitration hearing shall be shared equally by the Committee and the Association.

Section 5. If, in the judgment of the Association a grievance affects a group or class of employees, the aggrieved employee or the Association may submit such grievance in

writing directly to the Superintendent and the processing of such grievance will begin at Level Two as set forth above. Such grievance shall be presented at Level Two within twenty (20) school days next following the occurrence of the grievance or the date of first knowledge of its occurrence by any employee affected by it. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved employee does not wish to do so.

Section 6. Any grievance which is not initially presented or which is not thereafter submitted to the next level of the grievance procedure within the time limits specified above shall be deemed to have been waived.

Section 7. The time limits hereinabove specified for the bringing and processing of a grievance may be extended by mutual agreement of the Superintendent and the Association.

Section 8. No written communication, other document, or record relating to any grievance shall be filed in the personnel file of any employee involved in presenting such grievance.

ARTICLE V

SALARIES

Section 1. The compensation of each employee for his/her work year, as herein defined, shall be determined by the Superintendent in accordance with the provisions of this Agreement and the salary schedules and the schedule of supplementary compensation set forth in Appendix A and in Appendix B which are attached hereto and made a part hereof.

Section 2. Effective 9/1/16, nurses will be eligible to be placed up to a maximum of step 11 and are eligible to be placed upon the Masters +15 lane, hereafter referred to as the Base Salary Schedule.

Section 3. An employee appointed without any teaching experience or without any equivalent experience in employment in a field related to his/her teaching assignment shall be paid at the minimum step of the salary schedule, except as follows:

a. An employee, who has completed a minimum of twelve (12) months and not more than eighteen (18) months of active service in the armed forces of the United States, the Peace Corps, Vista or the Job Corps shall be credited with one (1) year of teaching experience.

b. An employee, who has completed more than eighteen (18) months of the type of service described in paragraph a. above, shall be credited with two (2) years of teaching experience.

Section 4. A teacher appointed with prior public school teaching experience and/or prior private school teaching experience and/or with equivalent employment experience in a field related to his/her teaching assignment shall be credited with all years of such teaching experience and with the number of years of said equivalent experience as indicated in this Section.

a. Teachers appointed with six (6) years or less of prior public school teaching experience shall be credited with all years of such teaching experience. Teachers appointed with more than six (6) years of prior public school teaching experience shall be credited with at least six (6) years of such teaching experience.

b. A teacher appointed with prior private school teaching experience will receive at least the following credit on the salary schedule:

0 - 2 years experience	-	at least Step 1
3 - 5 years experience	-	at least Step 2
6 - 8 years experience	-	at least Step 3
9 - 12 yrs. experience	-	at least Step 4
More than 12 yrs. exp.	-	at least Step 4

c. A teacher appointed with equivalent employment experience in a field related to his/her teaching assignment shall be credited with the number of years of said equivalent employment experience as the Superintendent shall determine.

d. Teachers shall be placed at the proper step on the salary schedule as indicated in this Article, provided, however, that the Superintendent shall have the discretion to place any teacher on a higher step but not on a lower step than indicated in paragraphs b and c of this Section.

Section 5. Each employee as of the beginning of each school year in September

shall receive step increments successively to the next higher rate within his/her salary schedule, subject to the following conditions:

a. That he/she has worked at least ninety-one (91) days during the preceding school year in the Foxborough school system. All days in which an employee is in a pay status shall be considered as days worked.

b. That his/her work performance during the preceding school year shall have been at least proficient. An employee whose performance is considered unsatisfactory will be so notified, in writing, no later than June 1 of said school year. If, at the end of the next cycle year, said employee does not subsequently improve his/her performance to a proficient level based on evidence corresponding with the Educator's Directed Growth Plan or Improvement Plan, he/she shall be notified, in writing, no later than June 1 of said school year that his/her step increment will be withheld.

c. That he/she shall acquire during each five (5) year period of his/her employment six (6) semester hour credits by attendance at courses approved in advance by the Superintendent.

Section 6. Each employee who completes the required education set forth below for placement on one of the salary schedules established for employees with education beyond the Bachelor's Degree and who gives the Superintendent written notice no later than 3:00 PM on January 15th of such completion (or anticipated completion by September 1st) shall, as of the beginning of his/her work year, be placed on the corresponding step of the salary schedule for which he/she has become eligible. Prior to the start of every school year, Administration will send a letter to all employees denoting upcoming salary step and lane. If an employee does not receive the notification, or if he/she believes any errors exist in the notification, he/she must inform Administration, in writing, within four weeks of receipt of the notification. Administration will then review and correct any errors. Failure on the part of the employee to inform Administration of any errors or omissions as required above, will result in no liability for underpayments on the part of the Administration (however, the error would be corrected going forward from

the point when Administration was made aware of it). Lateral movement on the salary schedule required by additional courses or degrees will only be implemented at the beginning of each school year.

a. An employee, to be placed on the Bachelor's plus 15 salary schedule must have earned a total of fifteen (15) credits after the attainment of his/her Bachelor's degree.

b. An employee, to be placed on the Bachelor's plus 36 salary schedule must have earned a total of thirty-six (36) credits after the attainment of his/her Bachelor's degree. Three (3) of these credits may be obtained by satisfactory completion of a Foxborough public school research project approved by the Superintendent.

c. An employee, to be placed on the Master's degree salary schedule must present evidence that he/she has acquired a Master's degree from an accredited college or university.

d. An employee, to be placed on the Master's plus 15 salary schedule must have earned a total of fifteen (15) credits after the attainment of his/her Master's degree.

e. An employee, to be placed on the Master's plus 30 salary schedule must have earned a total of thirty (30) credits after the attainment of his/her Master's degree.

f. An employee, to be placed on the Master's plus 45 salary schedule must have earned a total of forty-five (45) credits after the attainment of his/her Master's degree.

g. An employee, to be placed on the Master's plus 60 salary schedule must have earned a total of sixty (60) credits after the attainment of his/her Master's degree. The additional fifteen (15) credits required for movement from the Master's plus 45 salary schedule to the Master's plus 60 salary schedule must have been earned by the employee within the five (5) year period immediately prior to his/her giving the written notice required by Section 5 above. At least six (6) of the additional fifteen (15) credits shall be university or college credits. The remaining nine (9) credits may be in-service credits.

h. An employee, to be placed on the Doctorate salary schedule must present evidence that he/she has acquired a Doctorate degree (Ed.D. or Ph.D.) from an accredited college or university. For other programs which result in professional designations other than Ed.D. or Ph.D., credits will be counted as graduate credits towards movement on the salary schedule. Consideration

will be given to an employee who has acquired a J.D. depending upon teaching assignment under consideration and the employee's experience in the sole discretion of the superintendent.

i. The credits referred to in paragraphs a, b, d, e, and f above, may be graduate credits, or in-service credits (undergraduate credits may be an exception in unusual circumstances). An employee shall not receive credit for any such credits he/she earns unless the courses which he/she takes to acquire such credits are approved in advance by the Superintendent or are encompassed by subsection (k). The degrees referred to in paragraphs c and h above must have been obtained in the field of education or in a field directly related to the employee's assignment in order to permit the employee's placement on the Master's Degree Salary Schedule or on the Doctorate Salary Schedule, as the case may be. No employee shall have his/her current placement on the Teacher's Salary Schedule changed by virtue of this Agreement.

j. Notwithstanding the provisions of paragraphs d, e and f above, an employee who earns a Master's degree shall be given credit for placement on a salary schedule established for education beyond the Master's degree for one-half (1/2) of the credits earned during the five (5) year period immediately preceding his/her attainment of the Master's degree and which were not applied to the attainment of the Master's degree.

k. Any unit member who obtains a SEI endorsement through the DESE bridge course A or B, or the full length SEI course, shall be credited with three (3) in-service credits for the purpose of movement on the salary schedule.

l. No more than 3 credits obtained from mentoring may be earned for a lateral movement on the salary schedule.

m. An employee who attends a conference during the paid work day is not eligible for additional course credit to be credited with movement on the salary schedule.

Section 7. An employee who has completed twelve (12) full years will be deemed to have earned longevity pay. Longevity will be paid in a lump sum in the first paycheck in December on the following completion of twelve + years of service on the following schedule:

	2013-16
Thirteen (13) to Fifteen (15) years -	$600
Sixteen (16) to Twenty (20) years -	$1,200
Twenty-one (21) to Twenty-five (25) years -	$1,800
Twenty-six (26) Plus years -	$2,400

Section 8. An employee assigned to perform the duties of a position or positions described in the schedule of supplementary compensation set forth in said Appendix A and Appendix B shall be paid the compensation provided for such position or positions in such schedules in addition to his/her regular teacher's salary. Assignments of employees to any such position or positions shall be on a voluntary basis, shall be for one school year only, and shall not be construed as creating any kind of tenure in such positions. Assignments of employees to any position or positions described on the schedule set forth in Appendix A shall be automatically terminated on the last day of each school year. An employee assigned to a position on the schedule set forth in Appendix B and who is not to be reassigned to such position will be notified no later than April 15th. An employee who is not to be reappointed or reassigned to a position listed in Appendix A or Appendix B, as the case may be, shall be entitled, if he/she so requests, to a conference with the building Principal and with the Superintendent or his/her designee. Notwithstanding the foregoing provisions of this Section, the Committee reserves the exclusive right to determine which of the positions listed on said schedules shall be filled.

Section 9. The compensation of all employees, with the exception of employees who leave the employ of the Committee and employees whose requests for payment in full of the compensation due them at the end of the work year have been made in the manner herein provided for, will be paid in twenty-six (26) equal bi-weekly payments beginning on the second Thursday after the staff return date. In the case of a holiday coinciding with the payday, the Committee will attempt to make payment on the Wednesday prior to the holiday. An employee who leaves the employ of the Committee shall receive the balance of the compensation due him/her for his/her work year in his/her salary check covering the period in which the date of the termination of his/her employment shall occur. An employee, who plans to remain in the employ of the Committee for the ensuing work year but who desires to receive the balance of the compensation due him/her for the current work

year in his/her salary check covering the period in which his/her work year ends, shall receive such payment provided he/she submits his/her request therefor to the Superintendent in writing no later than April 1st. All payments shall be subject to the deductions required by law or which the employee may authorize in writing.

Section 10. An employee who leaves the employ of the Committee prior to the end of the work year shall receive as his/her total compensation for such year an amount equal to his/her daily rate of compensation multiplied by the number of days he/she has been in a pay status in such year. His/her said daily rate of compensation shall be equal to his/her annual rate of compensation divided by the number of work days in the work year.

ARTICLE VI

WORK YEAR AND WORK DAY

Section 1. The work year of all employees, except Guidance Counselors in the high school and the middle school, shall consist of one hundred eighty-five (185) work days, which will comprise the one hundred eighty (180) days that students are required to be in attendance at school, and five (5) days to be used for orientation and professional development. A work day is defined as a day when the attendance of all employees is required. Students shall not be in attendance at school on orientation/professional development days. The last day of school for students in June will also be the last work day for teachers. In addition to said one hundred eighty-five (185) work days, new teachers in the Foxborough school system shall attend two (2) additional orientation days during the week prior to the beginning of the school year. Such additional orientation days shall not be included in said work year. The Superintendent shall provide the Association the proposed calendar for the upcoming year, and the Association will have two weeks from the date of receiving the proposal to provide a written response of its recommendations for the school calendar.

Section 2. In addition to the number of work days provided for in Section 1 above, Department Heads and Guidance Counselors in the high school will be required to work an additional number of work days not to exceed ten (10) in number during the summer months. Guidance counselors in the middle school will be required to work an additional number of work days not to exceed five (5) in number during the summer months. Guidance Counselors will be notified in writing by May first of the days to be worked and they shall be compensated for each additional day worked at their daily rate of compensation, determined by dividing their annual rate of compensation, exclusive of any compensation they receive under the schedule of supplementary compensation set forth in Appendix A and B attached hereto, by the number of work days in the work year established in said Section 1. Department Heads will be notified before the end of school in June if they are to work additional days, and they shall be compensated for each additional day worked at their daily rate of compensation, determined by dividing their annual rate of compensation, exclusive of any compensation they receive under the schedule of supplementary compensation set forth in Appendix A and B attached hereto, by the number of work days in the work year established in said Section 1.

Section 3. The regular work day of employees in the high school shall not exceed six (6) hours and fifty-five (55) minutes, the regular work day of employees in the middle school shall not exceed six (6) hours and fifty (50) minutes, and the regular work day in the elementary schools shall not exceed six (6) hours and forty-five (45) minutes. The hours in each said work days shall be consecutive. Under normal circumstances, the starting and ending times of the regular work day shall not be changed during the work year. Professional time before or after the student's school day will be used primarily for individual planning, teacher collaboration, and general school work, but may occasionally be used for common planning, Professional Learning Communities (PLCs), extra help, or to address the educational needs of students, the department, school, or district.

FHS – staff's day - 7:25-2:20 – student's day – 7:33-2:00

Ahern – staff's day – 7:45-2:35 – student's day – 7:55-2:24

Elementary – staff's day – 8:30-3:15 – student's day – 8:45-3:00

Section 4. The building principal or his/her designee may hold a reasonable number of meetings requiring the attendance of employees both before and after the regular work day.

Section 5.

a. Whenever possible, Special Education Initial Evaluation and Reevaluation Eligibility Team meetings will take place outside the regular school work day, before school or after school for one hour, except for preschool.* On occasion these meetings need to be scheduled during the school day to address mutually agreeable meeting times with parents. *Preschool has a designated meeting time during school hours with classroom coverage.

   For the first six (6) Initial/Reevaluation team meetings of each year in which said teachers (classroom teachers, special educators, evaluation staff) participate outside of the regular day, they will be paid at the regular workshop rate. For any additional Initial/Reevaluation team meetings outside of the regular work day, those teachers will be paid at the Special Education Team rate. (See Appendix A 2: Teachers – Hourly).

b. The following are additional items of agreement and understanding between the parties with respect to Special Education Team meetings:

(1) Paid meeting attendance at Initial and Reevaluation Team meetings should be limited to/consist of special education evaluators (special education teacher, psychologist, speech, OT, PT, MH staff if appropriate) and one classroom teacher to the extent possible.

(2) Special Education Annual Review Team meetings and Reconvene Team meetings will be held during the school day to the extent possible. In the event for multiple meetings for a single child these meetings will be held afterschool when possible.

(3) Special Education Annual Review Team meeting attendance will include one special education teacher, one general education classroom teacher, related service providers when appropriate (speech, OT, PT, MH staff if appropriate) and parents.

(4) Most Special Education Team meetings will be scheduled for one hour.

(5) Special Education Team meetings are to be scheduled at mutually convenient times.

(6) A waiting period of fifteen (15) minutes for a parent who is late for a Special Education Team meeting is considered appropriate. No compensation will be paid to teachers for these fifteen (15) minutes.

Section 6. All employees will have a duty-free lunch period of not less than the time allotted for lunch to students in their building.

Section 7.

a. Elementary and special subject teachers will have, in addition to their lunch period, the same number of preparation periods equivalent to the number of days in the elementary cycle of thirty-five (35) minutes in duration and no cafeteria duty. Such preparation periods will be scheduled so that a teacher will not have more than two (2) preparation periods in any one (1) regular work day, and every attempt will be made to schedule the preparation periods so that a teacher will not have more than one (1) preparation period in any one (1) regular work day. Preparation time is for the purpose of preparing for classroom instruction. No formal meetings will be scheduled during teachers' preparation periods. However, from time to time informal meetings may occur based on the needs of students and staff. The District will make a good faith effort to not schedule informal meetings during preparation periods with regularity.

   Reasonable attempts will be made to provide a substitute teacher for an absent special subject teacher.

b. The Superintendent and the Committee have no desire to reduce the current levels of preparation time (e.g., one (1) per day of at least thirty-five (35) minutes) for elementary and special subject teachers. In the event of the need for fiscal restraint or if programmatic restructuring impacts the daily schedule at the elementary level, then these levels may be reduced. In no event will the levels of preparation time be reduced below the contractual minimums indicated in Section 7a above.

Section 8. In addition to their lunch period, middle school and high school teachers shall have a minimum of one (1) preparation period during each regular work day. Subsequent modifications in the schedule which impact teacher working conditions will be collaboratively bargained prior to implementation. Preparation time is for the purpose of preparing for classroom instruction. No formal meetings will be scheduled during teachers' preparation periods. However, from time to time informal meetings may occur based on the needs of students and staff. The District will make a good faith effort to not schedule informal meetings during preparation periods with regularity.

Section 9. Except when proper notice of an absence requiring a substitute teacher is received on short notice or in such a manner that the principal, or his/her designated representative, is in any way hampered from obtaining an available and acceptable replacement for the absent teacher, no teacher will be required to substitute during a regularly scheduled preparation period or to cover two (2) classes during a regularly scheduled teaching period. Emergency absences of teachers arising after commencement of the work day may be excluded from this provision.

Section 10. Under ordinary circumstances, employees agree to provide the Superintendent with a notice of intent to resign from the employ of the Committee at least thirty (30) days prior to the effective date of leaving.

ARTICLE VII

PERSONAL LEAVE

Section 1. Each employee shall be entitled, subject to the limitations and provisions hereinafter set forth, to three (3) personal leave days per year, without loss of pay. Personal leave days are provided for the purpose of attending to matters that cannot be reasonably attended to outside of the normal work days. It is recognized that the regular attendance of Professional Staff contributes significantly to the quality of the educational program; therefore, personal leave should be held to a minimum.

Professional Staff will use discretion in using such days, and such days should not be used for personal recreation, leisure activities, or outside occupation. Consideration will be given for special family circumstances or celebrations. Unused personal leave days shall be rolled into accumulated sick days at the end of the school year.

Section 2. Requests for absence for personal leave days shall be submitted in writing to the Superintendent through the school principal. Personal days may be taken without stating the reason and are not subject to the discretion of the Superintendent. Whenever possible, the employee shall give reasonable advance notice of his/her intended absence to his/her supervisor.

Section 3. In no event may personal leave days be used to lengthen a holiday or vacation. Personal days may not be taken prior to or after any school holiday or school vacation. In emergent circumstances, the Superintendent may make adjustments based solely on the judgment and discretion of the Superintendent. The decision of the Superintendent shall be final and binding and not subject to appeal.

Section 4. Personal leave for two (2) or more consecutive days shall be granted in the sole discretion of the Superintendent. Requests for two consecutive days must be put in writing to the Superintendent and the reason must be stated. The decision of the Superintendent shall be final and binding and not subject to appeal.

ARTICLE VIII

GROUP HEALTH AND LIFE INSURANCE

The group health insurance and the group life insurance provided by the Town of Foxborough for its employees shall be available to employees who advise the Superintendent in writing that they desire to participate in such insurance programs and who are otherwise eligible for such coverage under the law.

1. Notwithstanding any other provisions of this Contract, including without limitation those related to health insurance, the FEA acknowledges that the Town has the right

to make changes to health insurance under the provisions of c. 69 of the Acts of 2011, amending M.G.L. c. 32B (the "Health Insurance Reform Statute), or, if the change is not encompassed by the Health Insurance Reform Statute, by meeting any bargaining obligation.

2. Effective September 1, 2013, the Blue Choice-POS Plan will no longer be available, and the Town reserves the right to add plans to the current menu options. The Employer's inclusion of the health insurance items above as "proposals" in successor contract negotiations is to provide information and clarification. The Employer's willingness to discuss and/or bargain about these matters is not a concession of any limitation of the Town's right to implement, without bargaining or agreement, anything covered by these items. These items are presented with the express condition that they cannot be used to prejudice the Employer's position in any pending or future matter.

ARTICLE IX

SABBATICAL LEAVE

Section 1. An employee, who has completed five (5) consecutive full school years of employment by the Committee as a professional employee, shall be eligible for a sabbatical leave for a period not to exceed one (1) year for the purpose of engaging in study or research, which may include travel. Not more than three (3) employees shall be granted sabbatical leave at any one time.

Section 2. An applicant for sabbatical leave shall, on or before January 1st immediately preceding the school year for which the sabbatical leave is desired, submit to the Superintendent a written application for such leave in such form as is required by the Superintendent. The Committee shall determine the amount of funds to be expended for sabbatical leaves. The Superintendent shall decide, subject to the budgetary limitations established by the Committee, which applicant or applicants, if any, shall be granted sabbatical leave and shall notify each applicant of his/her decision no later than June 1st of the same year. The decisions of the Superintendent made under this Section shall not be subject to the Grievance Procedure set forth in Article IV of this Agreement.

Section 3. An employee on sabbatical leave shall be paid the percent, as set forth below for the number of years of employment he/she has completed, of the salary which he/she would have received if he/she had remained on active duty with the Committee exclusive of any supplementary compensation which he/she may have been receiving in addition to his/her regular teacher's salary under the provisions of Article V, Section 6 of this agreement; provided, however, that in the event any such employee receives a grant or a fellowship, the compensation to be paid by the Committee when added to the amount of the grant or the fellowship shall not exceed the employee's said regular teacher's salary.

Years of Employment	Percent
Five (5) years	50%
Six (6) years	60%
Seven (7) years	70%
Eight (8) years	80%
Nine (9) years	100%

Section 4. During the time an employee is on a sabbatical leave, he/she shall continue to receive the same group health insurance and group life insurance benefits he/she was receiving prior to going on said leave. The employee shall not be entitled during his/her sabbatical leave to any other benefits provided for under this Agreement, including reimbursement by the Committee for the cost of tuition and fees for any courses taken by him/her.

Section 5. Prior to the granting of the sabbatical leave, the employee shall enter into a written agreement with the Committee that, upon termination of such leave, he/she will return to service in the Foxborough school system for a period equal to twice the length of the sabbatical leave and that, in default of completing such service, he/she will refund to the Town of Foxborough an amount equal to such proportion of salary received by him/her while on said leave as the amount of service agreed to be rendered.

Section 6. Upon the completion of his/her sabbatical leave, the employee shall submit a report to the Superintendent of the study or research program he/she completed.

Section 7. Upon his/her return from sabbatical leave, the employee will be placed on the salary schedule at the step which he/she would have achieved had he/she remained actively employed in the Foxborough school system, will have restored to him/her all benefits to which he/she was entitled at the time the leave commenced, including any unused accumulated sick leave, and will be assigned to the same teaching position which he/she held at the time the leave commenced, if such position is available, or, if not available, to a substantially equivalent teaching position. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in his/her sole discretion. An employee, who at the time said leave commenced was assigned to perform the duties of a position described in the schedule of supplementary compensation set forth in Appendix A and Appendix B, shall have no right to return to such position upon his/her return from leave.

ARTICLE X

REIMBURSEMENT FOR COURSES

Section 1. The Committee shall reimburse an employee for three hundred dollars ($300) or the cost of tuition and fees, if less than three hundred, for courses approved in advance by the Superintendent which were directly related to the employee's area of teaching or work in the Foxborough school system. Such reimbursement shall be limited to one (1) course each semester and to a total of three (3) courses for each year of the Agreement. The three (3) courses may be taken during the summer months. It is understood and agreed that henceforth stricter standards and criteria than those used in the past shall be applied by the Superintendent in approving courses for reimbursement and that past practice in the approval of such courses shall not be used by any employee as

the basis for a grievance hereunder. A satisfactory grade is defined as a B- or better. Reimbursement shall be contingent upon the employee's obtaining a satisfactory grade in any such course according to the standards of the institution and submitting evidence of such satisfactory completion to the Superintendent. Notwithstanding the foregoing provision of this section, the maximum amounts to be expended by the Committee hereunder for the reimbursement of courses shall not exceed $55,000 effective September 1, 2016, $57,000 effective September 1, 2017, and $59,000 effective September 1, 2018 which will be divided into approximately equal amounts for each of the three (3) semesters: fall (September through December), spring (January through April), and summer (1st day of May through August). Any unspent summer funds will be carried into fall and any unspent fall funds will be carried into spring. Members will be reimbursed on a first come/first served basis per semester. Employees must be in current payroll status at the time of course completion in order to be eligible for course reimbursement.

ARTICLE XI

SICK LEAVE

Section 1. All employees who work 1.0 FTE and who follow a daily schedule with a 185-day work year shall be entitled to fifteen (15) days of sick leave for each work year. Employees who work less than 1.0 FTE and who follow a daily schedule that results in a work year of less than 185 days will receive a pro-rated number of sick days based on the proportionate length of their work year. Sick leave will be cumulative up to a maximum of two hundred (200) days. Sick leave may be used only when the employee:

a. Is incapacitated for the performance of his/her duties because of illness or injury.

b. Is required to give bedside or household attention to anyone in the immediate family (immediate family is defined to mean father, mother, father-in-law, mother-in-law, spouse, partner, child, and near relatives residing in the household of the employee) who is seriously ill. The sick leave which is granted for such purpose shall not exceed a maximum of five (5) days in any one work year.

A doctor's certificate in support of requests for sick leave may be required at the discretion of the Superintendent. A notice of the balance of unused sick days will be issued to each employee no later than September 15 of each work year.

Section 2. An employee, who has exhausted his/her sick leave, may, in the discretion of the Superintendent, be granted an extension of sick leave up to a maximum of sixty (60) days in any one work year when in the opinion of the Superintendent such extension is in the best interests of the education system. Such additional sick leave granted to an employee shall not be charged against any sick leave days the employee may become entitled to receive in the future.

Section 3. An employee who retires under the Massachusetts Teachers' Retirement System after completion of fifteen (15) years of employment with the Committee shall receive at the time of his/her retirement a lump-sum payment determined by multiplying one half (1/2) of the number of accumulated sick leave days to his/her credit at the time of his/her retirement by seventy-five ($75.00) dollars. This policy becomes effective September 1, 2017, with the existing twenty (20) years counting for the 2016-2017 school year. The number of accumulated sick leave days to be multiplied by seventy-five ($75.00) dollars per day shall not exceed one hundred (100) in number.

Section 4. In the event an employee with professional teacher status dies while in the employ of the Committee, there shall be paid to his/her designated beneficiary or to his/her estate, as the case may be, a lump-sum payment determined by multiplying one half (1/2) the number of such employee's accumulated sick leave days at the time of his/her death by seventy-five ($75.00). The number of accumulated sick leave days to be multiplied by seventy-five ($75.00) shall not exceed one hundred (100) in number.

Section 5. 403B Transfer of Sick Leave Buy Back. The Committee agrees to implement the use of a 403B plan in accordance with Internal Revenue Service regulations to allow members to make a one-time transfer of sick leave buy back monies at the time of

retirement to a 403B plan to reduce tax liability in accordance with Internal Revenue Service Regulations.

ARTICLE XII

SICK LEAVE BANK

Section 1. A sick leave bank shall be established for use by eligible teachers who have exhausted their own sick leave and who have a serious illness. Each teacher will contribute one (1) day of sick leave to the bank. Each year, all days left in the sick leave bank will roll over into the next school year. Whenever the accumulated roll-over days fall below one hundred (100) days, then all teachers will contribute one (1) day of sick leave to the bank. Teachers will be notified in writing when this occurs.

Section 2. The sick leave bank shall be administered by a Sick Leave Bank Committee (SLBC) composed of three (3) members appointed by the Association and two (2) members appointed by Committee.

Section 3. The Sick Leave Bank Committee will decide by a majority vote on an allotment of days from the sick leave bank using guidelines set forth below:

a. All members of the bargaining unit are eligible to apply for days from the bank.

b. An official application form, to be approved by both the Committee and the Association, must be completed. The application form shall include space for certification by a medical doctor.

c. The doctor may be the personal physician of the applicant. Additional medical information may be required by the Sick Leave Bank Committee.

d. The applicant must have exhausted his/her personal sick leave before the effective date of additional sick days from the bank.

e. Applicants can be denied by the Sick Leave Bank Committee if, in its opinion, any of the following apply:
   (1) Previous documented abuse of sick leave.
   (2) Insufficient medical evidence of need.
   (3) Disability does not warrant absences from employment.
   (4) Prior use of sick leave bank (applicable only when applicant shows repeated use of sick leave bank) regardless of reason(s).

f. A maximum of twenty (20) days per applicant may be distributed at any one time. If additional days are needed, a reapplication is required including medical evidence of continued need.

g. A maximum of forty (40) days may be allotted to any one person in any one school year, except as described in Section 4 of this Article.

h. The decisions of the Sick Leave Bank Committee are final and not subject to the grievance procedure, provided all of the above provisions are met.

Section 4. Teachers who have received a maximum of forty (40) days from the sick leave bank in any one school year may be granted additional days in that year by the SLBC. The Sick Leave Bank Committee will consider the following factors in making a decision as to the allocation of the additional days:

a. the seriousness of the illness; and
b. the teacher's prior use of the sick leave bank.

ARTICLE XIII

LEAVE OF ABSENCE

Section 1. Up to three (3) employees designated by the Association may, upon written request to, and in the sole discretion of the Superintendent, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association (local, state, or national) activities. The conditions for such leave include the following:

a. Such leave shall not commence or terminate during any school year.

b. Such leave shall not be credited as experience on the salary schedule.

c. All other benefits to which an employee on such leave was entitled shall be restored upon return to the system.

Section 2. The Superintendent may grant leaves of absence with pay to officers of the Association or their designated representatives from time to time to attend to Association business. The number of persons on leave and the duration of the leave shall be determined in the sole discretion of the Superintendent. The Association shall reimburse the cost of the

substitute teacher to the Committee for leaves taken for Association business.

Section 3. Upon the written request of an employee, the Superintendent shall grant leaves of absence with pay to observe all obligatory religious holy days which forbid the employee from working. Such leave shall be limited to three (3) days per year and shall not be cumulative.

Section 4. Employees may be granted, in the sole discretion of the Superintendent, without loss of pay, leaves of absence for periods not in excess of three (3) days in the event of death in their immediate families. Immediate family shall include parent, mother-in-law, father-in-law, spouse, partner, child, step-child, grandparent, grandchild, sister, brother, sister-in-law, brother-in-law and any other relative who is a member of the employee's immediate household. Employees may be granted, in the sole discretion of the Superintendent, without loss of pay, leaves of absence for periods not in excess of one (1) day in the event of death in their extended families which include uncle, aunt, nephew, niece, and cousin for the purpose of attending services. A personal day used to attend bereavement services for an uncle, aunt, niece, nephew, or cousin will be considered an excused absence and will not count towards the employee's cumulative absences for the year.

Section 5. An employee who has completed ten (10) years of continuous employment with the Committee may be granted in the Superintendent's sole discretion, a leave of absence without pay for a period of one (1) year to engage in alternative career exploration. Requests for such leave shall be submitted in writing to the Superintendent with the reasons therefor. Such leave shall not be credited as experience on the salary schedule. All other benefits to which an employee on such leave was entitled shall be restored to him/her upon his/her return.

Section 6. Employees will be excused by the Superintendent, without loss of pay, for any appearance in any legal proceeding arising out of or connected with the employee's employment.

Section 7. Employees required to perform jury duty shall receive leave with pay for the duration of such duty. The employee will be paid his/her regular compensation without interruption. The employee must present evidence of the amount of compensation he/she received for jury duty and turn over such compensation, exclusive of the amount received for travel, to the Town. The employee is required to present proof of the jury duty service.

Section 8. Other leaves of absence without pay may be granted in the sole discretion of the Superintendent, subject to conditions set forth at the time the leave is granted. An employee, who is granted a leave of absence without pay, including a leave of absence for maternity purposes, must return to a duty status before he/she becomes eligible for an additional leave of absence without pay for a different purpose.

Section 9. An employee, who plans to return to duty at the expiration of a leave of absence without pay granted hereunder, shall so notify the Superintendent in writing by April 1st preceding the school year in which the employee is to return to duty. If the employee fails to give such notice to the Superintendent or does give such notice and fails to return to duty, he/she shall be deemed to have resigned, and the obligation of the Committee to provide a position for him/her shall cease.

ARTICLE XIV

PARENTAL LEAVE AND CHILDCARE LEAVE

A. Parental Leave

Section 1. A leave of absence shall be granted for parental purposes to employees who have been employed by the Committee for at least ninety (90) calendar days in one (1) work year, on the terms and conditions set forth in this Article. Parental leave can be taken up to a maximum of eight (8) weeks in length. An aggregate of eight (8) weeks is allowed for two bargaining unit members who are taking leave for the same occasion, e.g., a married couple for the birth of their child.

Section 2. The employee shall make written request for parental leave to the Superintendent through his/her appropriate supervisor on such form as the Superintendent may require. Such request shall provide as much notice as possible (preferably at least

two (2) months) but no less than two (2) weeks' notice. The notice shall indicate the date on which the employee desires his/her parental leave to commence; and for female employees giving birth, the notice shall be accompanied by a written statement from the employee's physician which provides his/her estimate of the delivery date and his/her evaluation of the employee's physical ability to continue to perform the full duties and responsibilities of her position. Parental leave can be taken for all purposes allowed under the law (G.L. c. 149, Section 105D).

Section 3. A female employee giving birth may elect to use her accumulated sick leave during the period of her parental leave when she is physically disabled for the performance of her duties for reasons related to her pregnancy. The employee shall make written request to the Superintendent for approval of the use of her sick leave. Such request shall be accompanied by a written statement from her physician attesting to the nature and extent of her physical disability. The Superintendent may request additional information from the employee's physician and shall approve the use of sick leave if the employee is physically disabled for the performance of her duties for reasons related to her pregnancy.

Section 4. During the period of his/her parental leave the employee shall be responsible for making payment of the deductions authorized under this Agreement. The Committee shall continue to pay during such leave its share of the group health insurance and the group life insurance provided under the terms of this Agreement. The Committee shall not be liable for any other payments during the period of such leave. There will be a presumption that a female employee giving birth is disabled for a period of eight (8) calendar weeks from the beginning of her parental leave. The employee may elect to return to duty at the expiration of the eight (8) calendar weeks.

Section 5. All benefits to which the employee was entitled at the time his/her parental leave commenced, including any unused accumulated sick leave shall, except as is otherwise provided herein, be restored to him/her upon his/her return, and he/she shall be assigned to the same teaching position which he/she held at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent teaching position. An employee, who at the time said leave commenced was assigned to perform the duties of a position described in the schedule of supplementary

compensation set forth in Appendix A and Appendix B, shall have no right to return to such position upon his/her return from leave. The determination as to what constitutes a substantially equivalent position shall be made by the Superintendent in each case. Upon his/her return to duty the employee shall not advance in increment unless he/she shall have worked at least ninety-one (91) days in the school year in which his/her leave commenced. No more than one (1) step increase shall be granted during any period of parental leave. The Committee shall not be required to restore an employee on parental leave to her previous or a similar position if other employees of equal length of service, credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of his/her parental leave.

Section 6. Professional teacher status shall not be lost as a result of the granting of parental leave. For the purpose of computing any time period required for the granting of such status, the period of the parental leave shall not be included in said computation. Actual teaching service, however, gained in the Foxborough school system prior to the taking of said parental leave shall be considered as creditable service in determining professional teacher status.

B. Childcare Leave

A leave of absence for childcare after the birth of the child shall be granted in accordance with the two (2) alternative plans set forth below. The employee shall elect one (1) of such plans and shall inform the Superintendent of his/her election at the time the parental leave begins. The following are the two (2) plans:

a. The employee may elect to return to duty at the beginning of the school year next following the commencement of the parental leave.

b. If the leave is to begin after February 1, the employee may elect to return to duty at the beginning of the second school year following the commencement of the parental leave. The employee who makes this election may, in the case of infant or fetal death, return to duty at the beginning of the school year next following the commencement of the leave.

The employee, who elects plan a or b above, must notify the Superintendent in writing at least ninety (90) days prior to the expiration of his/her leave of her desire to return to duty. If the employee fails to notify the Superintendent in writing within ninety (90) days prior to the expiration of his/her leave of her desire to return to duty or does furnish such written notice and fails to return to duty at the expiration of her leave, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for him/her shall cease.

ARTICLE XV

VACANCIES AND ASSIGNMENTS

Section 1.

a. Whenever any professional, educational, or administrative position is newly created or becomes vacant in the daily education, extra-curricular, athletic, extra-education, adult education or summer school programs, a written notice thereof shall be posted in the teachers' lounge in each school building. An electronic copy will be sent to the President and Vice President of the Association within seven (7) calendar days after the Superintendent has declared the vacancy or approved the new position. During July and August, such notice shall be posted only on the official website of the Foxborough Public Schools.

b. All positions set forth in Appendix A, except positions of coaches, shall be posted by April 1st of each year. The fall coaching positions shall be posted by December 1st of each year. The winter coaching positions shall be posted by March 1st of each year and the spring coaching positions shall be posted by September 1st of each year.

c. The said notice shall indicate, at a minimum, the preferred qualifications for the position, its duties and the rate of compensation. The qualifications set forth in the notice will not be changed prior to an appointment unless the applicants and the Association have been notified in advance of such changes.

Section 2.

a. All applicants should submit their applications in writing to the Superintendent or her/his designee within the deadline specified in the notice. The closing date for applications shall be no earlier than seven (7) calendar days after the date on which said notice was posted.

b. The Superintendent and the Principal shall give due weight to the professional

background of all applicants, their present employment in the Foxborough school system, and other relevant factors in filling such new positions or vacancies. In filling vacancies at the classroom level, preference will be given to employees who have applied for such vacancy.

c. Each applicant from within the system that was not selected shall be notified of that fact as soon as possible. If written notice is not provided at that time, then it shall be provided within sixty (60) days from the deadline set forth in the notice for the filing of applications.

Section 3. All vacancies may be filled on a temporary basis immediately and on a permanent basis not earlier than eight (8) calendar days after the position was first posted.

Section 4.

a. Employees who desire a change in their school, grade and/or subject assignment shall file a written statement with the Superintendent. Such statement shall include the school, grade, and/or subject to which the employee desires to be assigned and the reasons for the change. Such process shall be called "Request for Reassignment." Any request for reassignment made after September 1 of a given school year shall be considered an active application for the remainder of that school year and for the opening day of the following school year. Nothing in this section is intended to change in any way the posting process required by Sections 1 and 2 of this Article.

b. In selecting an employee for reassignment to a position vacancy at the classroom level from the list of employees who have expressed a desire to be reassigned, the Superintendent and the Principal will give consideration to the desires of the employee, to his/her area of competence, major and/or minor field of study, quality of performance and length of service in the Foxborough school system, and to the needs of the system.

c. If no volunteers are available, the Superintendent and the Principal shall make every effort to fill vacant positions at the classroom level by the reassignment of employees who are willing to accept the reassignment.

Section 5. All appointments will be made without regard to age, race, color, sex, religion, national origin, sexual orientation, disability, or marital status, except where such factors are legitimate qualifications for the position in question.

Section 6. If possible, all employees will be informed in writing by June 1st of changes in their specific work load for the coming school year, including the schools to

which they will be assigned and the grades and/or subjects they will teach. Any necessary changes will be communicated to the employees involved as soon as possible.

Section 7. In the event an employee in the bargaining unit is promoted or assigned to a position outside the bargaining unit and such position is subsequently abolished, said employee shall return to a position in this bargaining unit without any loss of benefits or seniority.

ARTICLE XVI

TEACHER EVALUATION

Section 1. The parties agree that, the contract language: Foxborough Collective Bargaining Agreement for the Educator Evaluation System based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed, and which may be updated from time to time by the Department of Elementary and Secondary Education, establishes the procedures to be followed and the forms to be used in the evaluation of educators in Foxborough, which began in the 2012-2013 school year. See 603 CMR 35.02 (definition of model system). An Educator Evaluation Working Group, consisting of professional staff and administration, will help guide any local decisions within this process. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail. The Foxborough Collective Bargaining Agreement for the Educator Evaluation System will be attached to the parties' Agreement as Appendix D.

Section 2. While the total work performance of each employee shall be subject to evaluation by his/her supervisors, all classroom monitoring and observations of any employee will be conducted with his/her full knowledge. Each employee will be allowed to

discuss any evaluation report with his/her evaluator and to provide written comments regarding such a report which will be filed with said report.

Section 3. Employees will have the right to review the contents of their personnel file by appointment with the Superintendent or his/her designee and in the company of the Superintendent or his/her designee and to make copies of the material contained therein at reasonable times and at their expense. A representative of the Association may accompany the employee during such review if he/she so elects.

Section 4. An employee will be provided with copies of any derogatory material or documents regarding his/her conduct, service, character or personality which has been filed in his/her personnel file. The employee may provide a written statement regarding such document which shall be reviewed by the Superintendent and filed with said document in the employee's personnel file.

Section 5. When practical, any complaints regarding the performance of an employee made to any member of the administration or Committee by a parent, student, or other persons shall be promptly called to the attention of the employee. If such complaints are not promptly called to the attention of the employee, they shall be deemed invalid.

Section 6. If an employee is to be disciplined by a member of the administration, he/she will be entitled to have a representative of the Association present, if he/she so elects.

Section 7. No employee will be disciplined, reprimanded, or reduced in rank or compensation without good cause.

ARTICLE XVII

PERSONAL PROTECTION

Section 1. An employee who is absent from work as the result of a personal injury, which is incurred in the course of his/her employment and which is compensable under the provisions of the Massachusetts Workers' Compensation Act, shall, upon his/her written request to the Superintendent, receive as a charge against his/her accrued sick leave the

difference between his/her current salary and the amount he/she receives as workers' compensation.

Section 2. Protective clothing and any other safety equipment deemed necessary by the Superintendent for the proper performance of professional duties will be provided.

Section 3. Employees will report immediately all cases of assault suffered by them in connection with their employment to the Superintendent in writing. The Superintendent will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved, and will lend support to the employee in appropriate ways.

ARTICLE XVIII

STUDENT TEACHERS

An employee may accept or reject assignment as a supervising teacher for a student teacher. All student teacher assignments in each school are subject to the approval of the building principal.

ARTICLE XIX

PAYROLL DEDUCTIONS

Section 1. The Superintendent will, at the written request of an employee, made on a form approved by the Superintendent, make deductions from his/her compensation for group life insurance, group health insurance, health care organizations, group income protection insurance, tax sheltered annuities, or Credit Unions.

Section 2. The Superintendent will, at the written request of an employee, made on a form approved by the Superintendent, make deductions in the manner provided for herein from his/her compensation for his/her regular, current and annual dues as a member of the Foxborough Education Association, the Massachusetts Teachers' Association and the National Education Association. The total of said deductions shall equal the regular annual dues of said Associations, and said deductions shall be made in sixteen (16) equal amounts

beginning with the first pay day in November.

Section 3. Any such authorization made by an employee in accordance with Section 2 above may be withdrawn by such employee by giving at least sixty (60) days notice in writing of such withdrawal to the Superintendent and by filing a copy thereof with the Association for which such dues deduction was being made. Said authorization, if not previously cancelled or revoked, shall be deemed automatically terminated upon the termination of the employment of the employee by whom it was signed.

Section 4. The specific amount of the current dues of each of said local, state and national associations shall be certified to the Superintendent by the Treasurer of the Association on or before September 15th of each school year.

ARTICLE XX

REDUCTIONS IN FORCE

Section 1. In the event that it becomes necessary for the Superintendent to reduce the number of employees in the bargaining unit because of decreases in pupil enrollment, changes in the curriculum, or for reasons of economy, the procedures set forth in this Article will govern the termination and reemployment of employees who are affected by any such reduction. Prior to implementing a Reduction in Force, the Superintendent and/or his/her designee(s) will schedule a meeting with the Association to discuss the Reduction.

Section 2. The Superintendent shall have the sole discretion in determining which position or positions or which type or types of position are to be eliminated.

Section 3. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. Nor will such PTS teacher be laid off if there is a less qualified PTS teacher holding the same or similar position for which the more qualified PTS teacher is currently certified. In determining which employees are to be laid off, the Superintendent will evaluate the qualifications of such employees in

accordance with the criteria set forth in Appendix C attached hereto. The primary factors the Superintendent will take into consideration are the overall ratings resulting from formative and summative evaluations conducted consistent with G.L. c. 71, Section 38, and the best interests of the students in the District. Where, in the opinion of the Superintendent, there are no differences in the qualifications of teachers being considered for layoff, said teachers will be laid off in inverse order of their seniority as teachers in the District. In the event an employee is selected for layoff who is certified for a position held by an employee with the same or less seniority, such employee will be granted the opportunity to meet with the Superintendent to receive an explanation for the Superintendent's decision. The employee may have a representative of the Association attend such meeting.

Section 4. Seniority, as used herein, shall mean an employee's length of service in years, months and days in the employ of the Committee. Employees shall be credited for seniority purposes up to a maximum of one (1) year with time spent on any leave of absence provided for in this Agreement.

Section 5. Employees, whose employment is to be terminated under the provisions of this Article at the end of their work year will be notified in writing of their proposed termination on or before June 15th of the work year.

Section 6. An employee with professional teacher status whose employment has been so terminated will, during a period of two (2) years, except as is otherwise provided herein, from the effective date of his/her termination, be offered reemployment, in the inverse order of his/her termination, to a vacancy which may occur in a position in the same subject matter and at the same level (elementary, middle, high) which the employee was teaching at the time of his/her termination. If two (2) or more such employees, whose

employment has been terminated on the same date, are eligible for such reemployment, the Superintendent, in determining which of such employees will be reemployed, will use the same factors and criteria which were used under the provisions of Section 3 above, in selecting the employees for reduction in force. During said two (2) year period, an employee will be notified by certified mail, addressed to his/her last address of record, of the Superintendent's intent to reemploy him/her. The employee must notify the Superintendent in writing of his/her acceptance of the offer of reemployment within fifteen (15) days from the date of his/her receipt of said certified mail. The employee's failure to so notify the Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her reemployment rights, notwithstanding the fact that the two (2) year period of reemployment has not expired.

Section 7. Employees, whose employment is so terminated, will be given preference by the Superintendent in his/her employment of substitute teachers, if they inform him/her in writing of their desire to be so employed.

Section 8. An employee who is reemployed by the Committee within said two (2) year period after his/her termination under the provisions of this Article, shall have restored to him/her the unused sick leave he/she had accumulated at the time of his/her said termination.

Section 9. The provisions of this Article shall not apply to the termination of an employee for any reason other than the reasons specified in Paragraph 1 hereof.

ARTICLE XXI

WORKSHOPS

The Committee and the Association recognize that the curriculum of the Foxborough school system must be subject to constant refinement and evaluation. Accordingly, the Superintendent will conduct from time to time workshops designed to carry out the study,

evaluation, and refinement of the curriculum. Employees who participate in such workshops will be paid at the rate of compensation established therefor in Appendix A.

ARTICLE XXII

CLASS SIZE

Class size is a priority of the Foxborough public schools. A reasonable effort will be made to maintain class sizes of twenty (20) to twenty-five (25) students.

ARTICLE XXIII

PROFESSIONAL DEVELOPMENT

Section 1. The Superintendent shall establish a Professional Development Committee which will include teachers, administrators, and educational assistants. The Committee shall organize itself and assume responsibility for the planning and implementation of in-service education for all teachers. The professional development of teachers is a priority of the Foxborough Public Schools. Professional development opportunities will be provided on the scheduled professional development work days.

Section 2. The Professional Development Committee shall address itself primarily to, but shall not be limited to, conducting programs in the areas of system priorities and strategic objectives and current research applicable to the field of education and its implication for current school practices, as well as the expressed needs of the professional staff. The recommendations of the Professional Development Committee are subject to the approval of the Superintendent.

ARTICLE XXIV

TEAM MANAGEMENT

Section 1. The Committee is committed to team management through the establishment, from time to time, of both standing and ad hoc teams. Each September, the Superintendent and the President of the Association will agree upon the ad hoc teams that will be operating for the ensuing year. The Superintendent will determine the number of members for each of the standing and ad hoc committees and will designate the individual members to serve on such committees. Membership on each standing committee will be rotated so as to insure some turnover in the membership each year.

Section 2. The following are the standing teams and the ad hoc teams to be established from time to time:

Standing Teams
Building-Based Support Team
Professional Development Team
Technology Steering Committee

Ad Hoc Teams
Curriculum Review Teams
Other Teams as agreed upon between the Superintendent and the President of the Association
Special Project Teams as determined by the Superintendent

Chairmanships
BBST - determined by principal
Site-Based - Principal
Building-Based Support - determined by team
Professional Development - Assistant Superintendent
Ad Hoc Teams - determined by Superintendent

ARTICLE XXV

GENERAL

Section 1. Three hundred (300) copies of this Agreement will be published by the

Association. The expenses for the preparation and printing of the Agreement will be shared equally by the Association and the Committee.

Section 2. The Association will be provided with a copy of minutes of official open committee meetings.

Section 3. The Committee will be provided with a copy of the Association's current by-laws, its officers, board of directors and list of negotiating committee members.

Section 4. The Association agrees that school time or school facilities will not be used for any Association sponsored function or activity without the approval of the Superintendent or his/her designee.

Section 5. Employees who are required to use their automobile in the performance of their regularly scheduled duties will be reimbursed for mileage incurred at the IRS rate per mile.

Section 6. The President of the FEA will not be assigned any traditional duties.

Section 7. The employer agrees to reimburse all bargaining unit employees for the fees and costs required by Massachusetts General Law Chapter 15D, section 8(j) and Chapter 459 of the Acts of 2012 (cost of fingerprinting).

ARTICLE XXVI

AGENCY FEE

Section 1. All employees, except those certified as members to the Superintendent by the Association, shall pay, on or after the thirtieth day following the beginning of their employment or the effective date of this Article, whichever is later, an agency service fee to the Association commensurate with the cost of collective bargaining and contract administration as determined by the Association. The amount of such agency fee shall be certified annually to the Superintendent by the Association.

Section 2. The payment of the agency fee shall be a condition of employment. The parties expressly agree that the Committee shall have no responsibility to enforce or require

the payment of an agency fee. The Association shall, however, have standing to pursue any and all remedies it may have at law to collect such fee.

Section 3. The agency service fee shall not be due and payable during leave of absences without pay of more than one (1) month in duration.

Section 4. The Association shall indemnify and hold the Committee harmless from any claims, damages or liability whatsoever arising out of or with respect to the collection or attempted collection by the Association under the terms and provisions of this Article of an agency fee from an employee.

ARTICLE XXVII

SCOPE OF AGREEMENT

Section 1. The Committee and the Association agree that during the term of this agreement, all matters and issues pertaining to wages, hours, and conditions of employment of professional employees shall be governed exclusively by and limited to the terms and provisions of this Agreement.

Section 2. No addition to, alteration, modification or waiver of any of the terms or provisions of this Agreement shall be valid, binding, or of any force and effect unless it is made in writing and executed by the Committee and the Association.

Section 3. The failure by the Committee or by the Association in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions.

Section 4. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVIII

DURATION

Section 1. This Agreement shall take effect on September 1, 2016 and shall continue in effect to and including August 31, 2019. It shall thereafter automatically renew itself for successive terms of one (1) year each, unless by the October 1st next prior to the expiration of the contract year involved, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination. In the event notice is given of a desire to modify or terminate this Agreement, the Committee and the Association will meet promptly to begin negotiations.

Section 2. The stipends for Appendix A (athletics) and Appendix B (Department Heads) shall be increased by 1% effective September 1, 2016, 2% effective September 1, 2017, and 2% effective September 1, 2018. Activities (High School) shall remain at existing levels effective September 1, 2016, but shall be increased by 2% effective September 1, 2017, and 2% effective September 1, 2018.

ARTICLE XXIX

MENTORING

Teachers who serve as mentors, have served at least three (3) years in the Foxborough Public Schools agree, whenever possible, to participate in training every year of their involvement in the program. Whenever possible, substitute coverage for mentors and inductees will be provided by the Committee for mutual classroom visitations.

Compensation will be as follows:

> $1,000 per first year inductee, $600 per second year inductee or up to two (2) inservice credits at the Superintendent's discretion.

Stipend for Mentoring Coordinators: $1,000

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 25th day of August, 2016.

FOXBOROUGH SCHOOL COMMITTEE

By _____
Christina Belanger
Chairman

Date: 8/25/16

FOXBOROUGH EDUCATION ASSOCIATION

By _____
Todd Kaeser
President

Date: 8/25/16

BASE SALARY SCALE								
2016-2017								
			Masters &					
	Bachelors	Bachelors	Bachelors	Masters	Masters	Masters	Masters	
Step	Degree	Plus 15	Plus 36	Plus 15	Plus 30	Plus 45	Plus 60	Doctorate
2	46,941	49,052	51,169	53,287	55,399	57,515	59,631	60,688
3	49,098	51,204	53,326	55,438	57,555	59,669	61,700	62,716
4	53,402	55,521	57,628	59,742	61,863	63,975	66,089	67,146
5	55,562	57,675	59,791	61,911	64,021	66,132	68,254	69,311
6	57,717	59,837	61,937	64,070	66,179	68,299	70,408	71,466
7	62,027	64,144	66,265	68,377	70,490	72,604	74,727	75,787
8	64,186	66,305	68,416	70,539	72,651	74,765	76,882	77,939
9	66,337	68,455	70,567	72,694	74,797	76,927	79,022	80,075
10	68,502	70,604	72,726	74,838	76,954	79,072	81,191	82,252
11	70,655	72,750	74,889	76,999	79,115	81,231	83,352	84,412
12	74,270	76,419	77,041	79,160	81,278	83,389	85,508	86,563
13			79,992	82,129	83,434	85,546	87,666	88,726
14			81,592	83,772	86,441	88,585	90,727	90,894
15					88,169	90,357	92,542	93,988

APPENDIX A (CONTINUED)
WORK YEAR 2016-2017

2. SCHEDULE OF SUPPLEMENTAL COMPENSATION

Activity – High School	Compensation
Band Director	4,203
Band Director – Assistant	2,287
Band Director – Jazz (8th Grade)	2,420
Choral Director	2,594
Class Advisor (9th-12th Grade – 2 per grade)	936 each
Debate Team	2,499
DECA	2,499
Drama Club	6,343
World/Foreign Language Exchange - French (per person – 2 total)	1,146
World/Foreign Language Exchange - Spanish (per person – 2 total)	1,146
National Honor Society (per person – 2 total)	1,561
NHS Faculty Council (per person – 5 members)	300 each
Orchestra Director	2,594
Percussion Director	1,898
Repertory Theatre	1,994
Students Against Destructive Decisions	652
Student Store	2,499
Student Council	3,199
Student Activity Accounts	790
Virtual High School	2,064
Yearbook	5,538
Discretional Fund for New Clubs	1,200
Tier 1 (approximately 25 hours a year)	1,063
Art & Culture Club	
Community Warriors	
Model Senate	
Ski Club	
Tier 2 (approximately 35 hours a year)	1,280
Gaming Club	
Engineering Club	
World Language Club	
Mock Trial	
Tier 3 (approximately 50 hours a year)	1,994
Best Buddies	

Flames of War Club
Gay/Straight Alliance Club
History Club
Math Team
Model U.N.
Science Club

If a club doesn't run in a given school year for any reason, the principal may propose to use that stipend to support another club to be offered that year. If a particular club does not run the stipend will not be paid. If a club only runs for part of the year or part of the time period originally intended, the stipend will be pro-rated.

APPENDIX A (CONTINUED)
WORK YEAR 2016-2017
2. SCHEDULE OF SUPPLEMENTAL COMPENSATION

Coaches - Boys

Baseball Head	6,323
Baseball JV	4,138
Baseball Frosh	3,892
Basketball Head	7,776
Basketball JV	4,379
Basketball Frosh	3,743
Basketball - 8th Grade	2,696
Football Head	9,240
Football First Assistant	5,309
Football Second Assistant	5,309
Football Third Assistant	4,617
Football Fourth Assistant	3,505
Football Fifth Assistant	3,256
Hockey Head	6,323
Hockey JV	4,379
Lacrosse Head	6,323
Lacrosse JV	4,138
Soccer Head	5,593
Soccer JV	3,654
Soccer Frosh	3,230
Tennis Head	4,863
Track Spring Head	5,110
Track Spring Assistant	3,402
Wrestling Head	5,110
Wrestling Assistant	3,402

Coaches - Girls	
Basketball Head	7,776
Basketball JV	4,379
Basketball Frosh	3,743
Basketball - 8th Grade	2,696
Cheerleading - Full Year	5,385
Field Hockey Head	5,593
Field Hockey JV	3,654
Field Hockey Frosh	3,230
Lacrosse Head	6,323
Lacrosse JV	4,138
Softball Head	6,323
Softball JV	4,138
Softball Frosh	3,892
Soccer Head	5,593
Soccer JV	3,654
Soccer Frosh	3,230
Tennis Head	4,863
Track Spring Head	5,110
Track Spring Assistant	3,402
Volleyball Head	5,593
Volleyball JV	3,654
Volleyball Frosh	3,230
Coaches - Boys & Girls	
Golf	3,601
Gymnastics	5,110
Swimming	4,379
Swimming Assistant	3,157
Spring Track Assistant	3,402
Track Cross Country	3,654
Track Cross Country Assistant	3,157
Track Winter Head	4,379
Track Winter Assistant	3,157
Track Winter Assistant	3,157
Wellness Center Supervisor - Fall	2,256
Wellness Center Supervisor – Winter (2 positions)	2,256
Wellness Center Supervisor – Spring (2 positions)	2,256
Wellness Center Supervisor - Summer	2,256

Teachers - Hourly	
D-Hall	43.65
Summer School Academic Teachers	47.91
Workshop Teachers	42.00
Special Education meeting (beginning with the 7th meeting)	52.70
Head Teachers	
Business	1,852
Technical Education	1,852
Nurse Leader	5,067
Stipends	
Instructional Technology Leader (Middle and High School)	1,800
Instructional Technology Leader (each elementary school)	900
Media Coordinator - K-8	3,640
Team Membership	490
School Council Membership	490

Activity - Middle School

The Committee will provide extra-curricular activities for the students of the Ahern Middle School. Under the supervision of the Principal, a program will be organized to respond to the needs of Middle School students. All programs are subject to the approval of the Superintendent.

Ahern Activities	
Ahern Student Activity Advisor-Full Year	901
Ahern Student Activity Advisor-Half Year	451
Ahern Student Activity Advisor-Quarter Year	226
Ahern Yearbook	1,577
Ahern Broadcasting Club	3,061

APPENDIX B
WORK YEAR 2016-2017

DEPARTMENT HEADS' SALARY SCHEDULE

The compensation to be paid Department Heads shall be the sum total of three (3) elements as they pertain to each separate department. These elements are: 1) base pay; 2) additional stipend for Department Heads who have responsibility for Grades K through 12; and 3) compensation for each full-time and part-time teacher, exclusive of the Department Head assigned to a department.

The amounts of such elements are set forth below:

	Base Pay	Stipend	$ per Teacher
Department Head K-12			
Art	5,015	1,062	238
Foreign Language	5,015	1,062	238
Music	5,015	1,062	238
Wellness	5,015	1,062	238
Department Head 9-12			
Guidance	5,015		238
Department Head 9-12			
English	5,015		238
Math	5,015		238
Science	5,015		238
Social Studies	5,015		238
Special Education	5,015		238

BASE SALARY SCALE								
2017-2018								
2%								
			Masters &					
	Bachelors	Bachelors	Bachelors	Masters	Masters	Masters	Masters	
Step	Degree	Plus 15	Plus 36	Plus 15	Plus 30	Plus 45	Plus 60	Doctorate
2	47,880	50,033	52,192	54,353	56,507	58,665	60,824	61,902
3	50,080	52,228	54,393	56,547	58,706	60,862	62,934	63,970
4	54,470	56,631	58,781	60,937	63,100	65,255	67,411	68,489
5	56,673	58,829	60,987	63,149	65,301	67,455	69,619	70,697
6	58,871	61,034	63,176	65,351	67,503	69,665	71,816	72,895
7	63,268	65,427	67,590	69,745	71,900	74,056	76,222	77,303
8	65,470	67,631	69,784	71,950	74,104	76,260	78,420	79,498
9	67,664	69,824	71,978	74,148	76,293	78,466	80,602	81,677
10	69,872	72,016	74,181	76,335	78,493	80,653	82,815	83,897
11	72,068	74,205	76,387	78,539	80,697	82,856	85,019	86,100
12	75,755	77,947	78,582	80,743	82,904	85,057	87,218	88,294
13			81,592	83,772	85,103	87,257	89,419	90,501
14			83,224	85,447	88,170	90,357	92,542	92,712
15					89,932	92,164	94,393	95,868

Nurses

APPENDIX A (CONTINUED)
WORK YEAR 2017-2018
2. SCHEDULE OF SUPPLEMENTAL COMPENSATION

Activity – High School	Compensation
Band Director	4,287
Band Director – Assistant	2,333
Band Director – Jazz (8th Grade)	2,468
Choral Director	2,646
Class Advisor (9th-12th Grade – 2 per grade)	955 each
Debate Team	2,549
DECA	2,549
Drama Club	6,470
World/Foreign Language Exchange - French (per person – 2 total)	1,169
World/Foreign Language Exchange - Spanish (per person – 2 total)	1,169
National Honor Society (per person – 2 total)	1,592
NHS Faculty Council (per person – 5 members)	306 each
Orchestra Director	2,646
Percussion Director	1,936
Repertory Theatre	2,034
Students Against Destructive Decisions	665
Student Store	2,549
Student Council	3,263
Student Activity Accounts	806
Virtual High School	2,105
Yearbook	5,649
Discretional Fund for New Clubs	1,224
Tier 1 (approximately 25 hours a year)	1,084
Art & Culture Club	
Community Warriors	
Model Senate	
Ski Club	
Tier 2 (approximately 35 hours a year)	1,306
Gaming Club	
Engineering Club	
World Language Club	
Mock Trial	
Tier 3 (approximately 50 hours a year)	2,034
Best Buddies	

Flames of War Club
Gay/Straight Alliance Club
History Club
Math Team
Model U.N.
Science Club

If a club doesn't run in a given school year for any reason, the principal may propose to use that stipend to support another club to be offered that year. If a particular club does not run the stipend will not be paid. If a club only runs for part of the year or part of the time period originally intended, the stipend will be pro-rated.

APPENDIX A (CONTINUED)
WORK YEAR 2017-2018
2. SCHEDULE OF SUPPLEMENTAL COMPENSATION

Coaches - Boys

Baseball Head	6,449
Baseball JV	4,221
Baseball Frosh	3,970
Basketball Head	7,932
Basketball JV	4,467
Basketball Frosh	3,818
Basketball - 8th Grade	2,750
Football Head	9,425
Football First Assistant	5,415
Football Second Assistant	5,415
Football Third Assistant	4,709
Football Fourth Assistant	3,575
Football Fifth Assistant	3,321
Hockey Head	6,449
Hockey JV	4,467
Lacrosse Head	6,449
Lacrosse JV	4,221
Soccer Head	5,705
Soccer JV	3,727
Soccer Frosh	3,295
Tennis Head	4,960
Track Spring Head	5,212
Track Spring Assistant	3,470
Wrestling Head	5,212
Wrestling Assistant	3,470

Coaches - Girls	
Basketball Head	7,932
Basketball JV	4,467
Basketball Frosh	3,818
Basketball - 8th Grade	2,750
Cheerleading - Full Year	5,493
Field Hockey Head	5,705
Field Hockey JV	3,727
Field Hockey Frosh	3,295
Lacrosse Head	6,449
Lacrosse JV	4,221
Softball Head	6,449
Softball JV	4,221
Softball Frosh	3,970
Soccer Head	5,705
Soccer JV	3,727
Soccer Frosh	3,295
Tennis Head	4,960
Track Spring Head	5,212
Track Spring Assistant	3,470
Volleyball Head	5,705
Volleyball JV	3,727
Volleyball Frosh	3,295
Coaches - Boys & Girls	
Golf	3,673
Gymnastics	5,212
Swimming	4,467
Swimming Assistant	3,220
Spring Track Assistant	3,470
Track Cross Country	3,727
Track Cross Country Assistant	3,220
Track Winter Head	4,467
Track Winter Assistant	3,220
Track Winter Assistant	3,220
Wellness Center Supervisor - Fall	2,301
Wellness Center Supervisor – Winter (2 positions)	2,301
Wellness Center Supervisor – Spring (2 positions)	2,301
Wellness Center Supervisor - Summer	2,301

Teachers - Hourly

D-Hall	44.52
Summer School Academic Teachers	48.87
Workshop Teachers	42.84
Special Education meeting (beginning with the 7th meeting)	53.75

Head Teachers

Business	1,889
Technical Education	1,889

Nurse Leader 5,168

Stipends

Instructional Technology Leader (Middle and High School)	1,836
Instructional Technology Leader (each elementary school)	918
Media Coordinator - K-8	3,713
Team Membership	500
School Council Membership	500

Activity - Middle School

The Committee will provide extra-curricular activities for the students of the Ahern Middle School. Under the supervision of the Principal, a program will be organized to respond to the needs of Middle School students. All programs are subject to the approval of the Superintendent.

Ahern Activities

Ahern Student Activity Advisor-Full Year	919
Ahern Student Activity Advisor-Half Year	460
Ahern Student Activity Advisor-Quarter Year	231
Ahern Yearbook	1,609
Ahern Broadcasting Club	3,122

APPENDIX B
WORK YEAR 2017-2018

DEPARTMENT HEADS' SALARY SCHEDULE

The compensation to be paid Department Heads shall be the sum total of three (3) elements as they pertain to each separate department. These elements are: 1) base pay; 2) additional stipend for Department Heads who have responsibility for Grades K through 12; and 3) compensation for each full-time and part-time teacher, exclusive of the Department Head assigned to a department.

The amounts of such elements are set forth below:

	Base Pay	Stipend	$ per Teacher
Department Head K-12			
Art	5,115	1,083	243
Foreign Language	5,115	1,083	243
Music	5,115	1,083	243
Wellness	5,115	1,083	243
Department Head 9-12			
Guidance	5,115		243
Department Head 9-12			
English	5,115		243
Math	5,115		243
Science	5,115		243
Social Studies	5,115		243
Special Education	5,115		243

BASE SALARY SCALE								
2018-2019								
2%								
			Masters &					
	Bachelors	Bachelors	Bachelors	Masters	Masters	Masters	Masters	
Step	Degree	Plus 15	Plus 36	Plus 15	Plus 30	Plus 45	Plus 60	Doctorate
2	48,837	51,034	53,236	55,440	57,637	59,839	62,040	63,140
3	51,082	53,273	55,480	57,678	59,880	62,080	64,193	65,250
4	55,559	57,764	59,956	62,156	64,362	66,560	68,759	69,859
5	57,807	60,005	62,207	64,412	66,607	68,804	71,011	72,111
6	60,049	62,254	64,439	66,658	68,853	71,058	73,252	74,353
7	64,533	66,735	68,942	71,139	73,338	75,537	77,746	78,849
8	66,779	68,984	71,180	73,389	75,586	77,786	79,988	81,088
9	69,017	71,221	73,418	75,631	77,819	80,035	82,214	83,310
10	71,269	73,456	75,664	77,861	80,063	82,267	84,471	85,575
11	73,509	75,689	77,915	80,110	82,311	84,513	86,719	87,822
12	77,271	79,506	80,153	82,358	84,562	86,758	88,963	90,060
13			83,224	85,447	86,805	89,002	91,208	92,311
14			84,888	87,156	89,933	92,164	94,392	94,566
15					91,731	94,007	96,281	97,785

APPENDIX A (CONTINUED)
WORK YEAR 2018-2019

2. SCHEDULE OF SUPPLEMENTAL COMPENSATION

Activity – High School	Compensation
Band Director	4,373
Band Director – Assistant	2,380
Band Director – Jazz (8th Grade)	2,517
Choral Director	2,699
Class Advisor (9th-12th Grade – 2 per grade)	974 each
Debate Team	2,600
DECA	2,600
Drama Club	6,599
World/Foreign Language Exchange - French (per person – 2 total)	1,192
World/Foreign Language Exchange - Spanish (per person – 2 total)	1,192
National Honor Society (per person – 2 total)	1,624
NHS Faculty Council (per person – 5 members)	312 each
Orchestra Director	2,699
Percussion Director	1,975
Repertory Theatre	2,075
Students Against Destructive Decisions	678
Student Store	2,600
Student Council	3,328
Student Activity Accounts	822
Virtual High School	2,147
Yearbook	5,762
Discretional Fund for New Clubs	1,248
Tier 1 (approximately 25 hours a year)	1,106
Art & Culture Club	
Community Warriors	
Model Senate	
Ski Club	
Tier 2 (approximately 35 hours a year)	1,332
Gaming Club	
Engineering Club	
World Language Club	
Mock Trial	
Tier 3 (approximately 50 hours a year)	2,075
Best Buddies	

Flames of War Club
Gay/Straight Alliance Club
History Club
Math Team
Model U.N.
Science Club

If a club doesn't run in a given school year for any reason, the principal may propose to use that stipend to support another club to be offered that year. If a particular club does not run the stipend will not be paid. If a club only runs for part of the year or part of the time period originally intended, the stipend will be pro-rated.

APPENDIX A (CONTINUED)
WORK YEAR 2018-2019
2. SCHEDULE OF SUPPLEMENTAL COMPENSATION

Coaches - Boys

Baseball Head	6,578
Baseball JV	4,305
Baseball Frosh	4,049
Basketball Head	8,091
Basketball JV	4,556
Basketball Frosh	3,894
Basketball - 8th Grade	2,805
Football Head	9,614
Football First Assistant	5,523
Football Second Assistant	5,523
Football Third Assistant	4,803
Football Fourth Assistant	3,647
Football Fifth Assistant	3,387
Hockey Head	6,578
Hockey JV	4,556
Lacrosse Head	6,578
Lacrosse JV	4,286
Soccer Head	5,819
Soccer JV	3,802
Soccer Frosh	3,361
Tennis Head	5,059
Track Spring Head	5,316
Track Spring Assistant	3,539
Wrestling Head	5,316
Wrestling Assistant	3,539

Coaches - Girls	
Basketball Head	8,091
Basketball JV	4,556
Basketball Frosh	3,894
Basketball - 8th Grade	2,805
Cheerleading - Full Year	5,603
Field Hockey Head	5,819
Field Hockey JV	3,802
Field Hockey Frosh	3,361
Lacrosse Head	6,578
Lacrosse JV	4,305
Softball Head	6,578
Softball JV	4,305
Softball Frosh	4,049
Soccer Head	5,819
Soccer JV	3,802
Soccer Frosh	3,361
Tennis Head	5,059
Track Spring Head	5,316
Track Spring Assistant	3,539
Volleyball Head	5,819
Volleyball JV	3,802
Volleyball Frosh	3,361
Coaches - Boys & Girls	
Golf	3,746
Gymnastics	5,316
Swimming	4,556
Swimming Assistant	3,284
Spring Track Assistant	3,539
Track Cross Country	3,802
Track Cross Country Assistant	3,284
Track Winter Head	4,556
Track Winter Assistant	3,284
Track Winter Assistant	3,284
Wellness Center Supervisor - Fall	2,347
Wellness Center Supervisor – Winter (2 positions)	2,347
Wellness Center Supervisor – Spring (2 positions)	2,347
Wellness Center Supervisor - Summer	2,347

Teachers - Hourly

D-Hall	45.41
Summer School Academic Teachers	49.85
Workshop Teachers	43.70
Special Education meeting (beginning with the 7th meeting)	54.82

Head Teachers

Business	1,927
Technical Education	1,927

Nurse Leader 5,271

Stipends

Instructional Technology Leader (Middle and High School)	1,873
Instructional Technology Leader (each elementary school)	936
Media Coordinator - K-8	3,787
Team Membership	510
School Council Membership	510

Activity - Middle School

The Committee will provide extra-curricular activities for the students of the Ahern Middle School. Under the supervision of the Principal, a program will be organized to respond to the needs of Middle School students. All programs are subject to the approval of the Superintendent.

Ahern Activities

Ahern Student Activity Advisor-Full Year	937
Ahern Student Activity Advisor-Half Year	469
Ahern Student Activity Advisor-Quarter Year	236
Ahern Yearbook	1,641
Ahern Broadcasting Club	3,184

APPENDIX B
WORK YEAR 2018-2019

DEPARTMENT HEADS' SALARY SCHEDULE

The compensation to be paid Department Heads shall be the sum total of three (3) elements as they pertain to each separate department. These elements are: 1) base pay; 2) additional stipend for Department Heads who have responsibility for Grades K through 12; and 3) compensation for each full-time and part-time teacher, exclusive of the Department Head assigned to a department.

The amounts of such elements are set forth below:

	Base Pay	Stipend	$ per Teacher
Department Head K-12			
Art	5,217	1,105	248
Foreign Language	5,217	1,105	248
Music	5,217	1,105	248
Wellness	5,217	1,105	248
Department Head 9-12			
Guidance	5,217		248
Department Head 9-12			
English	5,217		248
Math	5,217		248
Science	5,217		248
Social Studies	5,217		248
Special Education	5,217		248

APPENDIX C

Criteria to be used in evaluating qualifications of employees

Primary Factors:

1. Overall ratings resulting from comprehensive evaluations conducted consistent with G.L. c. 71, Section 38.
2. The best interests of the students.

Other Factors:

1. Certification.
2. Bachelor's degree in area.
3. Advanced degree in area.
4. Course work in area and/or closely related area and/or teaching learning process.
5. Most recent experience in present or projected assignment with emphasis on last five (5) years.

Appendix D : Foxborough Collective Bargaining Agreement for Educator Evaluation System

Reference: Article XVI Teacher Evaluation, Section 1

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Appendix D : Foxborough Collective Bargaining Agreement for Educator Evaluation System

1) **Purpose of Educator Evaluation**

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);

ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and

iv) To assure effective teaching and administrative leadership, 35.01(3).

2) **Definitions (* indicates definition is generally based on 603 CMR 35.02)**

A) ***Artifacts of Professional Practice**: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

B) **Caseload Educator**: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

C) **Classroom teacher**: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

D) **Categories of Evidence**: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E) ***District-determined Measures**: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments.

F) ***Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

G) ***Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.

ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

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 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 recommended for the professional development of the individual during the summer preceding the next school year.

H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.

I) ***Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

J) ***Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

ii) **Supervising Evaluator** shall assist with developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

iii) **Teaching Staff Assigned to More Than One Building**: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves may participate in the observation process and contribute to the evaluation. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

K) **Evaluation Cycle**: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

L) ***Experienced Educator**: An educator with Professional Teacher Status (PTS).

M) ***Family**: Includes students' parents, legal guardians, foster parents, or primary caregivers.

N) ***Formative Assessment**: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

O) ***Formative Evaluation**: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

Q) ***Measurable**: That which can be classified or estimated in relation to a scale, rubric, or standards.

R) **Multiple Measures of Student Learning**: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student *Access for ELLs* gain scores.

S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator and agreement by both parties. Before the videotaping takes place, the parties should agree on the protocols of video observations. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T) **Parties**: The parties to this agreement are the local school committee and the employee organization that represents the Educators covered by this agreement for purposes of collective bargaining ("Employee Organization/Association").

U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

V) ***Performance Standards**: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

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

X) **Rating of Educator Impact on Student Learning**: A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The process for arriving at an Educator's rating of impact on student learning, growth, and achievement will be guided by the model contract language from ESE, January 2015, updated December 2015.

Y) **Rating of Overall Educator Performance**: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

i) Standard 1: Curriculum, Planning and Assessment

ii) Standard 2: Teaching All Students

iii) Standard 3: Family and Community Engagement

iv) Standard 4: Professional Culture

v) Attainment of Professional Practice Goal(s)

vi) Attainment of Student Learning Goal(s)

Z) ***Rubric**: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

iii) Elements: Defines the individual components under each indicator

iv) Descriptors: Describes practice at four levels of performance for each element

AA) ***Summative Evaluation**: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

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

CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

DD) ***Trends in student learning**: At least two years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

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

i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.

B) Judgments based on observations and artifacts of practice including:

i) Unannounced observations of practice of any duration.

ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii) Examination of Educator work products.

iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

i) Evidence compiled and presented by the Educator, including :

(a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

(b) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student and Staff Feedback – see # 23-24, below; and

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

4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) **Evaluation Cycle: Training**

A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

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

6) **Evaluation Cycle: Annual Orientation**

A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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

A) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

ii) The self-assessment includes:

(a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(c) Proposed goals to pursue:

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

(2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.

iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to

603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

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

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

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

C) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

A) In the first year of practice or first year assigned to a school:

i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.

ii) The Educator shall have at least four unannounced observations during the school year.

B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:

i) The Educator shall have at least three unannounced observations during the school year.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, principal, superintendent or other administrator.

ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.

iii) Any observation or series of observations resulting in one or more elements judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

(a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

(b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

(d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

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

A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report by June 1st of the first year of the two year cycle. In unexpected cases in which an employee is on leave toward the end of the school year, an alternate date will be established. If an employee cannot complete the evaluation cycle for unexpected reasons, he/she will remain in the same evaluation cycle for the following year. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

G) The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than June 1st.

J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 10th.

K) 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.

L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.

M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B) The Educator Plan shall include, but is not limited to:

i) At least one goal related to improvement of practice tied to one or more Performance Standards;

ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

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

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

B) The Educator shall be evaluated at least annually.

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

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

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

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

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th .

D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).

iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vii) Include the signatures of the Educator and Supervising Evaluator.

H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

l) Decision on the Educator's status at the conclusion of the Improvement Plan.

i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

(a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

(b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

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

Appendix D : Foxborough Collective Bargaining Agreement for Educator Evaluation System

20. Timelines

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	*September 15*
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	*January 5**
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	*February 1*
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	*February 15*
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	*April 15**
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

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

Activity:	**Completed By:**
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	*June 1 of Year 1*
Evaluator conducts Formative Evaluation Meeting, if any	*June 10 of Year 1*
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

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

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

21. Career Advancement

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

B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, public commendation or other acknowledgement as determined by the district.

22. Rating Impact on Student Learning Growth

Using ESE model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning (January 2014, Updated December 2015), parties agree to bargain to establish a process for arriving at an Educator's rating of impact on student learning, growth, and achievement.

23. Using Student feedback in Educator Evaluation

Using ESE model contract language, direction and guidance on using student feedback in Educator Evaluation (July 2014), the parties agree to bargain with respect to this matter.

24. Using Staff feedback in Educator Evaluation

Using ESE model contract language, direction and guidance on using student feedback in Educator Evaluation (July 2014), the parties agree to bargain with respect to this matter.

25. General Provisions

A) Only those who are licensed may serve as primary evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching

practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

a. The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

b. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

Assistant Coaching Tiers

Draft 4/24/2015

Level 1 - $2,000

- Attends every practice and game
- Demonstrates sound knowledge and understanding of the specific sport
- Defines high expectations for the quality of play and the perseverance and effort required to produce it
- Consistently uses coaching approaches that are likely to motivate and engage most players during practices and games
- Assists head coach in the design of practice schedules and practice plans
- Effectively models and reinforces ways that players can master challenging talks through effective effort, rather than having the ability to depend on innate ability
- Communicates respectfully with families

Level 2 - $1,250

- Attends every game and most practices
- Demonstrates knowledge and understanding of the specific sport
- Defines high expectations for the quality of play and the perseverance and effort required to produce it
- Uses coaching approaches that are likely to motivate and engage most players during practices and games
- Models ways that players can master challenging talks through effective effort, rather than having the ability to depend on innate ability
- Communicates respectfully with families

Level 3 - $500

- Attends most games and an occasional practice
- Demonstrates some knowledge and understanding of the specific sport
- Uses coaching approaches that are likely to motivate and engage most players during practices and games
- Communicates respectfully with families