

Agreement

between

Amherst, Pelham and Regional School Committees

and

Amherst-Pelham Education Association

Unit A

Professional Staff

September 1, 2013 – August 31, 2016

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CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this CONTRACT IS MADE by the SCHOOL COMMITTEES OF AMHERST, PELHAM AND THE AMHERST-PELHAM REGION (hereinafter sometimes referred to as the Committee) and the AMHERST-PELHAM EDUCATION ASSOCIATION, an affiliate of the Massachusetts Teachers Association and the National Education Association.

PREAMBLE

Recognizing that our common goal is to provide an educational program of high quality and reasonable cost for the children of Amherst, Pelham, Leverett, and Shutesbury, we, the undersigned parties to this contract, declare that:

The Superintendent of Schools of the Amherst, Pelham, and Amherst-Pelham Regional School Districts (hereinafter referred to as the Superintendent) has the responsibility for implementing the policies established by the Committee.

The professional staff of the public schools of the Amherst, Pelham and Amherst-Pelham Regional School Districts has the responsibility for providing effective instruction in our classrooms.

Fulfillment of these responsibilities can be best achieved through consultations and frank exchanges of views and information among the Committee, the Superintendent and the professional staff as policies related to wages, hours and other conditions of employment for the professional staff are formulated and applied.

We agree to the following principles and procedures in order to implement these declarations.

ARTICLE 1 RECOGNITION OF BARGAINING AGENT

For the purpose of collective bargaining with respect to wages, hours and other conditions of employment, the Committee recognizes in this contract that the Association is the exclusive bargaining agent of all classroom teachers, department heads, registered nurses, guidance counselors, librarians, school psychologists, speech pathologists, special education teachers, ELL teachers, Title I coordinators, pre-school coordinators, staff development coordinators, etc. (intent is to delineate all current positions in the bargaining unit) except:

- A. Superintendent
- B. Assistant Superintendent
- C. Business Manager/Treasurer
- D. Supervisor and/or administrators (such as building principals) who are directly

- E. responsible to the Superintendent or the Assistant Superintendent
Assistant Principals

Exclusion of the above named personnel from the bargaining unit defined in this contract does not constitute an exclusion of the possibility that the Association will act as the bargaining agent for some of these persons under the terms of a different contract which could define a different bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

Under the laws of Massachusetts, the School Committees of Amherst, Pelham and the Amherst-Pelham Region have the final responsibility for establishing educational policies of the Amherst, Pelham and Amherst-Pelham Regional Schools, for management of said schools and for directing their operation. This responsibility, which includes the duty to maintain public schools and such other activities as it finds will best serve the interest of member towns, to decide the need for school facilities, to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to employ, assign, transfer and promote teachers; to suspend, demote or dismiss teachers of the schools in the manner provided by statute or ordinance; to evaluate the performance of, and to grant professional teacher status to teachers; all to be carried out by the Superintendent of Schools as the executive officer of the School Committee(s) consistent with statute and with the terms of this Agreement, to prescribe hours for and working conditions for teachers; to regulate and restrict the use of school property (real or personal); to implement improved benefits at any time for all or some; make any pay deductions because of the absence of, or failure to perform work by employees; and prescribe any professional improvement program or policies; to determine class size; to prescribe rules for management, studies, classifications and discipline for the public schools; to prepare and submit budgets to respective member towns and, in its sole discretion, expend monies appropriated by member towns for maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem necessary; and to exercise such other authority, rights and powers conferred upon the Committee by the laws of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth.

The Committee agrees to take whatever action that may be necessary to give full force and effect to the provisions of the Agreement.

As to matters not covered by this Agreement, except as abridged or modified by this Agreement or any supplements hereto, the Committee retains all rights and powers that it has or may hereafter be granted by law and shall exercise the same without such exercise being made the subject of grievance and arbitration provisions of this Agreement provided that no such right shall be exercised in violation of the terms of this Agreement or of Chapter 150E of the General Laws.

**ARTICLE 3
NEGOTIATED POLICIES AND DISTRIBUTION**

The Superintendent shall ensure that a written copy of current wage schedules and all other current Committee policies regulating conditions of employment for professional employees that have been negotiated and are effective as of the date of this contract, as well as current administrative guidelines, regulations, and district philosophy and objectives, are available for the reference of employees in each school building. A signed copy of the negotiated wages and working conditions will be retained for reference by the Association and Committee in the office of the Superintendent. None of these policies shall be revised or abolished and no new policies will be established except as provided in ARTICLE 4 of this contract.

**ARTICLE 4
CHANGING POLICIES GOVERNING
CONDITIONS OF EMPLOYMENT DURING THE
TERM OF THIS CONTRACT**

Section A. Negotiated Policies

No creation, abolishment or revision of policies affecting conditions of employment as in ARTICLE 3 of this contract may be implemented by the Committee during the term of this contract unless the Association agrees to such creation, abolishment or revisions. However, during the term of this contract both the Association and the Committee may propose new policies, abolishment of policies, or revision of the policies governing working conditions with the understanding that the other party is not obligated to, but may consider such proposals. If both parties agree to consider a policy change during the term of this contract, then consideration will be implemented in whatever manner seems appropriate to both parties at the time. If both parties ratify a policy change during the term of this contract, that change will be implemented on a mutually acceptable date and a signed copy of the change will be placed on file in the office of the Superintendent. If either the Association or the Committee does not ratify a proposed policy change, no change will be implemented and both parties will be obligated to continue accepting the implementation of policies as previously defined in ARTICLE 3.

Section B. Consultation on all new or non-negotiated policies

Before the Committee adopts a change in rules, regulations, or policies which directly affects wages, hours, standards or productivity and performance, and any other terms and conditions of employment which are not covered by the terms of this Agreement, the Committee will notify the Association, in writing, through its approved minutes, that it is considering such a change. The Association will have the right to negotiate with the Committee, provided that it files such a request with the Committee, within seven (7) days, excluding weekends and legal holidays, after receipt of said notice.

Section C. Negotiation of new or non-negotiated policies

The Association or the Committee may propose new policies affecting terms and conditions of employment for negotiation at any time. If both parties agree to negotiate the policy and it is ratified by each, it will then become part of the negotiated contract. In the event that a disagreement should arise between the Association and the Committee as to what constitutes a change necessitating negotiation under this paragraph, this condition shall be submitted for binding opinion to the State Labor Relations Board.

ARTICLE 5 GRIEVANCE PROCEDURE

1. It is conceivable that disputes may arise over the interpretation and proper implementation of policies associated with the Contract. Any such dispute will be known as a grievance and will entitle professional employees covered by this Contract or the Association to the right to utilize a formal grievance procedure. To utilize a formal grievance procedure, any professional employee or the Association is required to first petition the building principal for a redress of the grievance. Step 1 may be bypassed provided the grievant (or the Association) and the principal agree. In this case, the grievance would be filed directly with the Superintendent.

Step One

The first petition must be dated and presented to the principal within thirty (30) days of the knowledge of the action which constitutes the bases for the grievance, and must indicate the precise nature of the grievance and the remedy sought. Within ten (10) days of receiving the petition, the principal must provide the employee with an official written response to the petition.

Step Two

If the response at Step One does not satisfy the Association and/or the grievant, a written request for a meeting may be forwarded within ten (10) days of the date of the response at Step One, or of the date said response was due, whichever is earlier, to the Superintendent or the Superintendent's designee (with full authority to act for the Superintendent). The Superintendent or his designee shall schedule a meeting within ten (10) days of receiving the request for same.

Step Three

If the results of the meeting with the Superintendent or his designee do not satisfy the Association and/or the grievant, a written request for a meeting with the Committee may be forwarded within ten (10) days, to the Superintendent. The Superintendent shall schedule such a meeting in the executive session of the next regular monthly meeting of the Committee. The School Committee shall render a decision, in writing, within fifteen (15) days of the close of the executive session.

Step Four

If the School Committee's response to the grievance is not satisfactory to the Association, or if no decision has been received by the Association within fifteen (15) days after the conclusion of the executive session, the Association may submit the grievance to final and binding arbitration by giving the School Committee written notice, within fifteen (15) days of the Association's receipt of the School Committee's written answer or within fifteen (15) days of the date such response should have been received, whichever is earlier, of the Association's desire to arbitrate the problem.

1. The parties shall attempt to agree upon an arbitrator, but if agreement is not reached within ten (10) work days after receipt of said notice, the grievance shall be submitted within ten (10) work days thereafter to the American Arbitration Association.
2. The arbitration proceeding will be conducted under the rules of the American Arbitration Association. The arbitrator shall have no authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The award shall be final and binding on the School Committee, the Association and the grievant. Each party shall bear the expenses of its representatives and witnesses, and the fees and expenses of the arbitrator shall be borne equally by the parties. The Association may have representatives at arbitration hearings held during the school day, with no loss of pay, provided the number of Association representatives does not exceed three (3).
3. If the School Committee claims the Association has violated any provision of the Agreement, it may present such claim to the Association, in writing, and if the parties fail to settle it within ten (10) calendar days, the School Committee may submit the problem to arbitration under the provisions of this Article.
2. Grievance Records: Once final action has been taken on a grievance, only a simple record of the decision may be entered in appropriate personnel files. Moreover, no written communication or other document relating to the grievance shall be filed in the official personnel file of any employee involved in presenting a grievance under this contract. A representative of the Association may inspect any record of a grievance decision prior to, or after its being filed in a personnel folder of an involved employee covered by this contract.
3. The formal grievance procedure described shall not be construed to prevent individual employees or groups of employees from using more informal procedures which meet the approval of the Superintendent, as long as the Association is present at such meetings and any solution reached is not in violation of the terms and conditions of this Agreement.
4. Time limits included in the Article are considered maximum unless extended by mutual agreement in writing.
5. Any grievance which is in process when this agreement reaches its expiration date (or

any extension thereof) will be processed under the provisions of this Article.

**ARTICLE 6
NO STRIKE PROVISION**

During the term of the Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference or interruption of the operation of the School Department by any employee or the Association.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other parties who are not signatories to the Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge, and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for in Article 5 of this Agreement.

**ARTICLE 7
ADMINISTRATIVE REGULATIONS**

When an administrative regulation is required to implement School Committee policy that directly affects wages, hours or other terms and conditions of employment, the Superintendent will notify the Association, in writing, of the proposed regulation, inviting the recommendations of the Association on the matter, ten (10) days before the issuance of the regulation.

**ARTICLE 8
TEACHING PERSONNEL: GENERAL**

Section A. Recruitment and Selection

Each person shall, as a condition of qualification for employment be a graduate of an accredited college, teacher's college or university, or in the case of nurses an appropriate nursing program and shall present such evidence of course of study, credits and grades as may be requested by the Superintendent. In addition, each person who is applying for appointment shall be eligible for regular or emergency certification by the Massachusetts Department of Elementary & Secondary Education. Exceptions may be made in the case of those teachers currently employed in the system.

Each candidate shall be considered by Building Administrators plus appropriate Supervisor, other administrator, Department Head and educational team representative. Their separate and/or collaborative recommendations shall be transmitted to the Superintendent who shall take actions as he or she determines is justified.

Section B. Placement on Schedule

In the initial placement of teachers on the schedule, the Superintendent of Schools shall

be responsible for evaluating the training and experience of such teachers in determining the step on the salary schedule at which the teacher shall begin.

Section C. Appointments

All appointments shall be made by the Superintendent of Schools.

Section D. Physical Examination

An evaluation of health, including a medical history and physical examination shall be required of each candidate for a position on the professional staff prior to appointment. The Committee may, from time to time, require a re-examination. The teaching personnel are required to have a tuberculosis examination every three (3) years.

Section E. Professional Conduct

Each teacher shall follow the Code of Ethics as attached to this contract as Appendix A and as may be modified by the Amherst-Pelham Education Association.

Section F. Notification of Intent

The Amherst-Pelham Education Association strongly urges that any teacher who intends to leave the system notify his/her principal of such intentions by March 15th. In the event that unexpected developments make later decisions necessary, the teacher involved should discuss his/her plans with the Principal and/or Superintendent at the earliest possible date.

Section G. State and National Criminal Background Check .

The parties agree that, pursuant to M.G.L. c. 71 §38R, State and National Criminal Background Checks (SNCB) will be conducted every three (3) years for employees covered by this Agreement. An individual's record may be checked on a more frequent basis with reasonable cause.

1. The Superintendent or a Central Office administrator designated by him/her will be the only persons authorized to request SNCB checks.
2. A copy of an individual's SNCB report will be available to the employee upon request. If the SNCB request shows any activity, a copy will be immediately forwarded to the employee.
3. All SNCB reports will be maintained in the Superintendent's office, in separate confidential files.
4. Any disciplinary action taken as a result of SNCB checks will be in accordance with the terms of this Agreement and/or applicable state law.

**ARTICLE 9
WORK YEAR, WORK DAY**

Section A. School Year

A school year is defined as that part of the year during which all teachers are to be present for duty and will mean no more than 184 working days plus two (2) new teacher days, with no more than 184 days for students. Veteran teachers will not be required to be present for duty before September 1.

Section B. Working Hours

The teacher as a member of a professional team is an appropriate judge as to when his or her professional responsibilities have been completed. A working day for teachers is defined as that part of a day during which all teachers are expected to be present for duty and will be no more than seven (7) hours, exclusive of a lunch period.

Section C. Part-Time Teachers

1. The regular working day for a half-time teacher, other than those cited in paragraph two (2) below, will be 3.5 hours exclusive of a lunch period.
2. Employment time of part-time teachers will be prorated to a thirty-five (35) hour week. Part-time teachers will ordinarily have preparation time and administrative assignments in relative proportion to that expected of a full-time teacher.
3. Part-time teachers are expected to attend all regularly scheduled department meetings, building staff meetings and parent nights. Part-time staff will be required to participate in curriculum days and teacher work days only to the proportion of the day that matches their teaching contract.

Section D. Lunch Period

Every teacher employed in any of the schools whose duties commence prior to twelve o'clock noon shall be allowed a thirty (30) minute lunch period between the hours of ten o'clock (10:00) in the forenoon and one thirty (1:30) in the afternoon, and shall not be required to perform any duties during said lunch period.

Section E. Extended Services Compensation

Whenever possible, all meetings that require the attendance or professional services of teachers will be scheduled during the regular work day. Exceptions to this scheduling may be regularly scheduled department or elementary curriculum committee meetings, building staff meetings, and parents' nights, in accord with current practice. Each teacher may be required to attend a second annual evening event to support school community and/or student achievement as identified by the building principal. These second evening events may not occur on the same night for all teaching staff. If such additional attendance is required, teachers shall be paid at their current rate of pay for the amount of time scheduled for the event.

Whenever a teacher is required by the School Department to attend an in-service or training program beyond the regular working hours, except as agreed upon in a negotiated policy, such a teacher will be paid at the following hourly rate: \$15.99 an hour.

Whenever the professional skills of teachers are required by the School Department for service to students with special needs under Chapter 766 of the General Laws, beyond the regular working day, such teachers will be paid at the following hourly rate: \$20.77 an hour.

**ARTICLE 10
ASSIGNMENT AND WORK LOAD**

Section A. General

Each teacher shall be assigned teaching duties by the Principal. In the case of the teachers, this assignment will be made after the Principal has received a recommendation from the concerned Department Head. A teacher shall be assigned by the Principal to teach a particular subject when no department has been established.

Each teacher within an established department shall be subject to the direction and supervision of the Department Head with respect to courses taught and details of course substance. In the absence of a Department Head, the teacher shall be subject to the direction and supervision of the Principal in these matters.

Whenever possible, each teacher shall be notified of his/her assigned teaching duties for the next school year prior to the end of the current school year. This will include building assignment and, if scheduling is completed, the number of sections and specific classes to be taught. Such notification does not preclude subsequent adjustments made necessary for personnel or enrollment reasons.

A teacher may appeal his/her teaching assignment within thirty (30) days of the notification as described above. Such appeals will be directed to the building Principal. If the appeal is not resolved satisfactorily, further appeals may be made to the Superintendent. Appeals made under this section shall not be subject to grievance arbitration.

Section B. General Duties

All high school teachers are expected to attend all duly called meetings of the school system and the department in which they teach.

All high school and middle school teachers are expected to cooperate actively with the head of the department or the curriculum leader in the subject they teach.

All teachers have the right to decline a nomination to serve as head or coordinator of the department in which they teach.

All teachers are expected to cooperate actively in carrying out the approved district curriculum recommendations of established curriculum committees or principal.

All teachers shall cooperate with the administrative officers to whom they are responsible.

Section C. Other Regular Duties

The Principal may assign any teacher certain other regular duties in addition to meeting classes. These may include:

1. assisting in maintaining discipline
2. supervising homeroom/advisory activities
3. in an emergency, assisting temporarily with classes whose teacher is absent, but only after all efforts to secure a substitute have been exhausted and only until such substitute can be found.
(SEE ARTICLE 14, SECTION J)

These may include no more than one of the following per day:

1. supervising study periods or open lab classes
2. supervising a playground
3. supervising a cafeteria
4. supervising arrival or departure of busses
5. supervising corridors and lavatories.

They may not include, except in an emergency situation, duties for which other school employees, such as cafeteria workers, custodians, health and secretarial personnel are employed.

This section will not apply to nurses.

Section D. Extra Duties

Any teacher may be requested to accept or may request to be assigned one (1) or more of the following extra duties. No teacher shall be assigned to such extra duties against his or her will.

Duties for which extra compensation shall be received include:

1. Serving as Department Head or Curriculum Leader.
2. Serving as System Subject Coordinator.
3. Extra curricular positions as outlined in Article 14, Section K.

Section E. Class Size

The goal of the Committee is to have class size which does not exceed an average of twenty-five (25) students. The Committee will assign students in an equitable manner so that there is no disparity among the sizes of the classes in a particular grade, and/or subject area.

Whenever more than twenty-five (25) students are to be assigned to a class, staff affected will be consulted before final decisions are made. Appeals on such decisions will be directed to the Superintendent.

Section F. Prep Time

Each full time teacher shall be entitled to a duty-free preparation period in addition to a duty free lunch, on each full work day. Preparation time will be prorated for part-time teachers. The preparation period shall be scheduled during student instructional time. For the purposes of this paragraph, early release time on Wednesdays at the elementary level shall be considered part of student instructional time. The preparation period shall be forty (40) minutes in length for elementary teachers. In addition, one team collaborative period per week of not less than forty (40) minutes in length, shall be scheduled for elementary teachers. Unless otherwise approved by the elementary building principal, collaborative team time and individual preparation time on Wednesdays will occur during the early release portion of the day.

At the elementary schools, early release of pupils on Wednesday afternoons will be used for individual preparation time, collaborative team time and time for focused meetings between and among classroom teaching staff, special education staff, ELL staff, coaches, related service providers and other specialist staff. Such meetings may include collaboration across grade and subject areas.

Collaborative teams will be defined by the District Advisory Committee.

Wednesday afternoon schedules and activities will be planned collaboratively between administration, including district administration and staff, using the Principal's advisory councils established in each building pursuant to article 24 of this agreement.

At the elementary schools, two (2) early release days, in addition to the early release

days defined below in Article 10, Section F, will be scheduled annually during the months of October/November, in order to facilitate the scheduling of parent teacher conferences. Additional conferences may be scheduled at the discretion of the parent and the teacher.

ARTICLE 11
VACANCIES AND TRANSFERS

Section A. General

Each teacher shall be assigned to a building with the approval of the Superintendent of Schools. Assignments shall be made in consideration of the current needs in each school and the apparent capabilities, major training, and interest of the teacher.

Section B. Vacancies/Postings

1. When a vacancy occurs in a position covered by this contract, the Superintendent with input from principals shall determine qualifications for the position.
2. All postings of vacancies shall include the following statement: The applicant should be aware that, if she/he is successful and is moving into another district, this transfer will result in the loss of Professional Teacher Status and seniority for purposes of the Reduction in Staff provision of the collective bargaining agreement.
3. The position will be posted in all teachers' lounges and workrooms, and in the central office for at least five (5) school days during the work year and ten (10) calendar days during the summer. Posting and public advertisement may take place simultaneously.
4. Qualified and interested currently employed teachers may apply for a transfer during the posting period. Applicants for transfer will always be interviewed for the position and will be notified of the principal/Superintendent's decision as to their transfer request, and if denied, the reason for the denial, before any outside candidates are interviewed and considered for the position.
5. If the position remains unfilled after consideration of the transfer requests of currently employed teachers, a currently employed teacher, including a teacher who requested a transfer, may still apply for the vacancy and be considered and interviewed along with applicants from outside the school system.
6. Diversity and multi-cultural goals shall be considered in making all hiring decisions.

Section C. Applications for Transfer

By June 1 of each year, teachers not filling temporary positions who wish to be considered for transfer to other positions within their district that may become available during the summer will notify the Superintendent of their interests. Transfer requests received prior to advertisement of vacancies will be considered first and responded to in writing. In all cases, no external application received prior to a public advertisement will be considered until the internal posting period is over and internal transfer requests have been considered.

ARTICLE 12

PROFESSIONAL GROWTH AND DEVELOPMENT

Refer to Appendix “Educator Evaluation” documents and related Implementation Agreements.

Section A. General

The purposes intended to be served by expecting regular and orderly attention to a program of growth and development include:

1. Bringing to each teacher insight and perspective for recognition of the purpose of education in our society.
2. Bringing to each teacher a sense of participation in a total educational project.
3. Bringing to each teacher an awareness of the gains made in the understanding and importance of subject matter.
4. Bringing to each teacher knowledge and experience in new teaching methods and use of teaching aids.
5. Keeping alive the excitement of learning.

Section B. Professional Development Needs Assessment

The School Districts shall conduct a Professional Development Needs Assessment each year to determine professional development needs. The Professional Development Committee will develop and administer the survey annually.

Section C. In-Service Credits

In accordance with appropriate laws and legislation, the Districts shall endeavor to provide internal or external professional development trainings to participants to allow staff to relicense at low to no cost.

The ARPSU Professional Development Program consists of a series of locally based courses offered by Amherst-Pelham/Amherst-Pelham Regional staff to Amherst-Pelham/Amherst-Pelham Regional staff designed to give teachers an opportunity to further their professional development and earn in-service credits for movement to M+30/M+45 lanes. Faculty development for earning for the M+30/M+45 lanes, lane may also include a cluster of other professional activities, for example, mentoring and publishing. The Professional Development Committee shall make final recommendations to the Superintendent for credit value of activities associated with the Staff Development Program. Professional Development Opportunities shall be posted in each school and on My Learning Plan for all staff.

The Program is administered by the Professional Development Committee. The Professional Development Committee (hereinafter referred to as the PDC) will be formed yearly to serve as the screening committee for all functions of the Amherst-Pelham/Amherst-

Pelham Regional Professional Development Program. It will be composed to two representatives of the APEA, one elementary and one secondary appointed by the APEA President, and the Superintendent or designee(s). The APEA representatives will earn one in-service credit and 15 PDPs for each full school year on the PDC.

Responsibilities of the PDC

- a. The PDC shall arrive at its decisions by consensus. It may designate a chair for purposes of organizing meeting and preparing agendas.
- b. The PDC will meet at least once a month during the school year at an agreed upon time.
- c. If no proposals need to be approved or credits awarded, a meeting need not be held.
- d. The PDC will provide assistance in the development of course proposals.
- e. The PDC will review proposals prior to each scheduled meeting.
- f. The PDC will make recommendations for approval/disapproval of all proposals based on their contribution to the fulfillment of School and/or District Improvement Plans.
- g. The PDC will review completed courses/projects, records of attendance and participant feedback to make recommendations for credit. The feedback form shall be provided by the PDC for all In-Service courses for the purpose of evaluating the quality and applicability of the course. Aggregate feedback data from each course will be compiled and reviewed by the PDC.

B. In-Service Instructor Guidelines

1. Courses shall involve substantial time, rigor and a final project or instructor-selected assessment instrument. The instructor may receive assistance in the proposal development from the PDC.
2. The instructor will submit the course proposal according to deadlines established by the PDC.
3. The course proposal must include a syllabus and an anticipated participant product or means of demonstrating participant proficiency.
4. Upon completion of the course, the instructor will submit to the PDC: a) Participant attendance records, b) Completed course work and projects.

C. In-Service Participant Guidelines

1. Staff will submit a Registration Form through My Learning Plan. Space may be limited.
2. Staff may not receive credit for the same course work twice.
3. Staff is expected to attend course sessions and to complete course work and projects.
4. Staff is responsible for keeping copies of their PDP certificates. The Administration shall record them in My Learning Plan.

D. Alternative In-Service Activities Guidelines

1. Proposals for other staff development activities must be pre-approved by the PDC if they are to be credited for lane advancement. Such proposals may include curriculum revision study groups, contributions to professional organizations or conferences, or publication.
2. The proposer may receive assistance in proposal development from the PDC.
3. When the project or activity is completed, the proposer will return to PDC for a review of completed work.

E. In-Service Credit Guidelines

1. Fifteen hours of work, including at least 10 hours of in-person class contact time, earn one in-service course credit and 15 PDPs. A similar ratio shall apply to independent projects.
2. Credits will be granted by the District upon successful completions of the course/project.
3. Professional Development Presenters will receive double the approved course credits for the first time a course is offered and the approved course credits thereafter.
4. Compensation for Professional Development Presenters may be in the form of course credits or Stipends, but not both.

ARTICLE 13 EVALUATION

Refer to Appendix “Teacher Professional Development and Evaluation” and related implementation Agreements.

Section A. General Purposes

The purpose of evaluation is to assess the performance and support the professional growth of teachers in order to ensure effective service to the children of our local school communities.

Evaluation related to the issuance of contracts for the following year will be submitted to the Superintendent by May 1.

Decisions on renewal of contracts related to teacher performances will be based on the evaluation process established in negotiated policies.

Section B. Just Cause

No teacher will be disciplined, reduced in pay or rank, discharged or denied a benefit without just cause.

Section C. Comments

Any complaint by a colleague, parent or student against a member of the bargaining unit that is the subject of an investigation will be brought to the member’s attention no more than five (5) school days following the receipt of the complaint. For purposes of this provision, a complaint is defined as one which may lead to disciplinary action or a negative comment on an evaluation, and which is not reportable to the Department of Families and Children, the DPPC, the state or local police or the district attorney. The member who is the subject of the complaint will be provided the details of the complaint, including but not limited to the identity of the individual(s) (if adults) who made the complaint. Once the member is informed of the identity of the individual(s), the member shall not speak to this/these individual(s), the member shall not speak to this/these individual(s) relative to the subject of the complaint, not shall the member retaliate against this/these individuals. A complaint which is substantiated after investigation will be reduced to writing, and a copy provided to the member who is the subject of the complaint. The member who is the subject of the complaint will also be

apprised of his/her right to request Association representation at any meeting with administration regarding the complaint.

The member who is the subject of the complaint shall have the option to respond to the complaint in writing if the complaint is substantiated. The response will be included in the member's personnel file, along with the substantiated written complaint.

Section D. Nurses

Nurses will be evaluated by the Student Services Administrator with input from the building administrator and/or nurse leader, if applicable.

ARTICLE 14 SALARY GUIDES

Section A. General

Compensation shall be according to the schedule or schedules as established by the School Committee in negotiation with APEA. These schedules shall be subject to such modifications as the Committee shall deem necessary except that no proposed revisions will be acted upon unless the duly recognized teachers' organization has been given prior notification and has approved the proposed revisions.

Section B. Placement on Schedule

Each teacher shall be appointed at a salary which is neither higher nor lower than that of the first step, on the appropriate schedule, to which the teacher's training and experience would indicate that he/she be placed on. An exception may be granted for those teachers who are employed for a limited time under the rules and regulations of the Department of Education governing emergency certification. In the initial placement of teachers on the schedule, the Superintendent of Schools shall be responsible for evaluating the training and previous experience of such teachers in determining the step on the salary schedule at which the teacher shall begin.

In assigning teachers to placement on the MA+30 or the MA+45 salary schedule, one (1) of the following criteria must apply to the college hours counted for this purpose:

1. The college hours must be earned subsequent to receipt of the Master's Degree, OR
2. The hours are part of at least sixty (60) college hours earned towards a Doctoral Degree, and the Master's Degree has been awarded in the process.

Section C. Credit for Previous Experience

For purposes of placement on the salary schedule, credit for previous teaching and/or

equivalent experience of particular value shall be given.

Section D. Salary Increments

Salary schedule increments are not automatic. The Superintendent may deny a salary increment for one of the following reasons:

1. Failure to give evidence of satisfactory growth and improvement as prescribed under ARTICLE 12.
2. Unethical behavior as judged by the Superintendent in reference to the Code of Ethics included in this contract.
3. Failure to adhere to written directives of system administrators.
4. Failure to achieve an overall rating of "Good" on a formal evaluation.

Section E. Retirement Increment

A \$2000 increment will be granted in his/her last employment year to any teacher who retires from the system under Massachusetts retirement and disability laws provided that:

1. The teacher has been employed fifteen (15) or more years in the Amherst, Pelham, and/or Amherst-Pelham Regional District Public Schools, AND
2. The teacher provides the Superintendent with a written notice of intent to retire by December 1st of the school year prior to the fiscal year in which he/she intends to retire.
3. It is understood and agreed that the retirement increment shall be paid to the teacher in the last paycheck received in the fiscal year in which he/she retires.

Section F. Health and Accident Insurance

The School Committee shall assume responsibility for payment of seventy-five percent (75%) of an approved PPO plan or eighty percent (80%) of an approved HMO plan.

Upon execution of this agreement, the Amherst School Committee and the Regional School Committee agree to adopt the policy governing the provision of health insurance coverage for domestic partners in effect for employees of the Town of Amherst as of September 1, 1998.

Should that or similar policy be adopted by the Town of Pelham, the Pelham School Committee agrees to make said benefit available to its employees as well.

Section G. Salary Payment Schedule

Teachers shall have the following options of receiving their pay in:

1. 22 equal payments, OR IN
2. 26 equal payments or in equal payments with a lump sum payment on the first payroll period in July to include the amount that would have been paid in July and August. The election must be made before the first day of the work period and shall be irrevocable for the year.

Section H. Driver Education Salary Rate

The hourly rate for driver education teachers working beyond the regular school day shall be:

\$18.09 per hour

Section I. Travel Reimbursement

Any teacher whose regularly assigned duties require travel in excess of one (1) mile between school buildings shall be compensated for such travel at the IRS prevailing rate.

Each such teacher shall annually estimate his/her expenses to each town (Amherst and Pelham) for the succeeding year, and shall submit this estimate to the School Business Office before November 1st of the prior year. Each such teacher shall also include in his/her application for travel reimbursement a record of points of departure and destination with mileage in between. Amherst travel will be computed separately from travel to Pelham.

Section J. Extra Class Coverage

Regular teachers working as part-time teachers will be paid at the following rates:

For a 45-minute period: \$31.75.

For a 60-minute period: \$39.54.

Section K. Extra Curricular Duties

The extra curricular activities program will be administered and supervised by the Superintendent and/or his/her designee under the following guidelines:

1. Job descriptions will be available for each advisor or director for extra curricular activities.
2. Appointment will be made annually following posting and receipt of applications for positions from interested persons.

3. Plans of activities, developed by advisors and students, will be provided to the Principal each year for reviews.
4. Annual evaluations of advisors and the effectiveness of each club or activity will be conducted.

Any teacher may be requested to accept or may request to be assigned one (1) or more of the following extra curricular duties. No teacher shall be assigned such extra duties against his/her will.

The following annual salary differentials will be paid for extra curricular duties indicated:

Performing Groups

Music Ensemble Director
for each approved performance beyond the basic performance program:

PepBand \$231

Drama

Director of Drama

Step 1	\$1035
Step 2	\$1322
Step 3	\$1619

Director of each major performance approved by the Superintendent or his/her representative.

Middle School	\$738
Senior High	\$738

Musical

Director	\$2649
Music	\$1391
Tech	\$1259
Choreo	\$1060

Debate and Forensics

Coach

Step 1	\$1619
Step 2	\$1916
Step 3	\$2203

Assistant Coach

Step 1	\$814
Step 2	\$956
Step 3	\$1103

OR

At the Superintendent's discretion, eliminate Assistant Coach position and pay as follows:

Head Coach

Step 1	\$1619
Step 2	\$1949

Step 3 \$2203

PLUS an additional stipend plus a given amount for each tournament attended beyond eight (8) tournaments, up to a set limit.

Stipend	\$449
Tournament	
Fee	\$118
Limit	\$525

Student Publications

Advisor to Literary Magazine	\$414
Advisor to School Newspaper	
Editorial Advisor	\$1045
Technical Advisor	\$1045
Advisor to Student Yearbook	
Middle School	\$1045
Senior High	\$1045

Service Organizations/Student Government

Advisor to Student Council

Middle School	\$1111
Senior High	\$1959

Other Service Organizations approved by the Superintendent or his/her representative.

\$608

Class Advisors

Advisors (2) to Senior Class	\$1010
Advisors (2) to Grades 10-11	\$721
Advisor (1) to Grade 9	\$579
Advisor (1) to Grade 8	\$438
Advisor (1) to Grade 7	\$438

Interest and Affinity Clubs

Advisor to clubs approved by the Superintendent or his/her representative. \$579

Student Activities Treasurer \$721

ATHLETICS
 INTERSCHOLASTICS ATHLETIC COACHES
 SALARY SCHEDULE

LEVEL I

Step 1	4199
2	4572
3	4944
4	5340
5	5712

Football: 1 Head, 2 JV, 2 Middle School

LEVEL II

Step 1	3228
2	3514
3	3799
4	4108
5	4391

Basketball (B): 1 Head, 1 JV, 1 Freshman

Basketball (G): 1 Head, 1 JV, 1 Freshman

Ice Hockey: 1 Head, 1 JV

LEVEL III

Step 1	2556
2	2855
3	3170
4	3466
5	3782

Baseball: 1 Head, 1 JV, 1 Freshman

Field Hockey: 1 Head, 1 JV, 1 Middle School

Lacrosse (B): 1 Head, 1 JV

Lacrosse (G): 1 Head, 1 JV

Soccer (B): 1 Head, 1 JV, 1 Freshman

Soccer (G): 1 Head, 1 JV, 1 Freshman

Softball: 1 Head, 1 JV, 1 Middle School

Track (B): 1 Head, 1 Asst.

Track (G): 1 Head, 1 Asst.

Track (B&G): 1 Middle School

Wrestling: 1 Head, 1 Asst., 1 Middle School

Swimming (B): 1 Head

Swimming (G): 1 Head

Swimming (B&G): 1 Assistant

LEVEL IV

Step 1	2122
2	2398
3	2678
4	2970
5	3280

X-Country (B):	1 Head
X-Country (G):	1 Head
X-Country (B&G):	1 Middle School
Gymnastics:	1 Head, 1 Asst.
Volleyball (B):	1 Head, 1 JV
Volleyball (G):	1 Head, 1 JV
Skiing (B):	1 Head
Skiing (G):	1 Head
Skiing (B&G):	1 Asst.
Ultimate Frisbee (B):	1 Head
Ultimate Frisbee (G):	1 Head

LEVEL V

Step 1	1848
2	2141
3	2418
4	2694
5	3003

Golf:	1 Head
Tennis (B):	1 Head
Tennis (G):	1 Head

LEVEL VI

Step 1	1209
2	1383
3	1555
4	1726
5	1900

Faculty Manager (3 seasons)	1
Cheerleading/Pep Club (per season)	1 Head
Intramural (3 sections - full year)	

Pool Supervisor 3003

Longevity:

10 Consecutive years in the same coaching position - \$100.00

15 Consecutive years in the same coaching position - \$200.00

20 Consecutive years in the same coaching position - \$300.00

** Extended season compensation - If the regular season is extended, the head coach of that sport will be compensated at the rate of 10% of his/her total stipend for each week of post-season play or part thereof.

Placement on steps:

1. All sub-varsity coaches will be paid seventy percent (70%) of a head coach's salary at the step determined by the Director of Athletics.
2. Step movement is not automatic from one (1) year to the next. Determination is made by the Director of Athletics through a recommendation to the Superintendent of Schools or his/her representative.

In-District Stipend

In addition to the regular stipend, a Coach who is also employed by a School Committee as a regular staff member will be entitled to an additional sum of \$200, effective with the 1999-2000 school year.

Section L. Teacher Salary Schedules

1. This schedule will be effective September 1, 2013.
2. Placement on the next higher step or salary schedule will be based on satisfactory completion of service, formal training and/or professional growth activities approved by the Superintendent.
3. Placement on the doctorate column will NOT be automatic with the earning of a doctoral degree from a college or university but will be subject to Superintendent's judgment of the value of the specific doctoral work to the district. Potential candidates for doctoral salary placement may request and receive an advance and binding judgment on this matter from the Superintendent prior to completing a doctoral degree program.
4. Summer work will be paid at teachers' regular per-diem rate.
5. Longevity: an additional payment of \$1000 shall be added to a teacher's base salary for those teachers who have completed ten (10) years of satisfactory service in the Amherst-Pelham Region, Amherst, or Pelham Schools. This longevity payment shall be \$1500 after fifteen (15) years, \$2,000 after (20) years, \$2500 after twenty-five (25) years and \$3,000 after thirty (30) years.
6. Nurses will move through all steps of the Bachelors column, at the rate of one step per year in each year of this agreement. A nurse who is certified as a school nurse, and who has a Master's Degree in an area directly related to his/her responsibilities as a school nurse will be placed on the Masters column. Effective 09/01/01, a nurse currently employed by the Committee will be moved one (1) step from where he/she was placed during the 2000-2001 contract year, and will move through the steps at the rate of one (1) step per year in each succeeding year of this agreement.

TEACHER CONTRACT 2013-2014

STEP	5 BA	6 MA	7 MA+30	9 MA+45	8 DOC
1	\$40,037	\$42,891	\$45,742	\$47,168	\$48,595
2	\$41,939	\$44,794	\$47,647	\$49,068	\$50,489
3	\$43,843	\$46,701	\$49,548	\$50,973	\$52,394
4	\$45,739	\$48,595	\$51,442	\$52,871	\$54,297
5	\$47,758	\$50,616	\$53,468	\$54,892	\$56,318
6	\$49,784	\$52,630	\$55,483	\$56,911	\$58,338
7	\$51,801	\$54,660	\$57,505	\$58,927	\$60,354
8	\$53,821	\$56,678	\$59,528	\$60,956	\$62,383
9	\$55,844	\$58,700	\$61,550	\$62,974	\$64,401
10	\$57,863	\$60,717	\$63,570	\$64,998	\$66,423
11	\$60,458	\$62,739	\$65,587	\$67,012	\$68,432
12	\$62,787	\$65,449	\$67,735	\$69,157	\$70,577
13	\$65,447	\$67,779	\$70,447	\$71,580	\$72,712
14		\$70,449	\$72,771	\$74,105	\$75,436
15			\$75,455	\$76,758	\$77,763
16					\$80,455

LONGEVITY

\$1,000	10YRS
\$1,500	15YRS
\$2,000	20YRS
\$2,500	25YRS
\$3,000	30YRS

1. This schedule will be effective September 1, 2014.
2. Placement on the next higher step or salary schedule will be based on satisfactory completion of service, formal training and/or professional growth activities approved by the Superintendent.
3. Placement on the doctorate column will NOT be automatic with the earning of a doctoral degree from a college or university but will be subject to Superintendent's judgment of the value of the specific doctoral work to the district. Potential candidates for doctoral salary placement may request and receive an advance and binding judgment on this matter from the Superintendent prior to completing a doctoral degree program.
4. Summer work will be paid at teachers' regular per-diem rate.
5. Longevity: an additional payment of \$1000 shall be added to a teacher's base salary for those teachers who have completed ten (10) years of satisfactory service in the Amherst-Pelham Region, Amherst, or Pelham Schools. This longevity payment shall be \$1500 after fifteen (15) years, \$2,000 after (20) years, \$2500 after twenty-five (25) years and \$3,000 after thirty (30) years.
6. Nurses will move through all steps of the Bachelors column, at the rate of one step per year in each year of this agreement. A nurse who is certified as a school nurse, and who has a Master's Degree in an area directly related to his/her responsibilities as a school nurse will be placed on the Masters column. Effective 09/01/01, a nurse currently employed by the Committee will be moved one (1) step from where he/she was placed during the 2000-2001 contract year, and will move through the steps at the rate of one (1) step per year in each succeeding year of this agreement.

TEACHER CONTRACT 2014-2015

STEP	5 BA	6 MA	7 MA+30	9 MA+45	8 DOC
1	\$40,437	\$43,320	\$46,199	\$47,640	\$49,081
2	\$42,358	\$45,242	\$48,123	\$49,559	\$50,994
3	\$44,281	\$47,168	\$50,043	\$51,483	\$52,918
4	\$46,196	\$49,081	\$51,956	\$53,400	\$54,840
5	\$48,236	\$51,122	\$54,003	\$55,441	\$56,881
6	\$50,282	\$53,156	\$56,038	\$57,480	\$58,921
7	\$52,319	\$55,207	\$58,080	\$59,516	\$60,958
8	\$54,359	\$57,245	\$60,123	\$61,566	\$63,007
9	\$56,402	\$59,287	\$62,166	\$63,604	\$65,045
10	\$58,442	\$61,324	\$64,206	\$65,648	\$67,087
11	\$61,063	\$63,366	\$66,243	\$67,682	\$69,116
12	\$63,415	\$66,103	\$68,412	\$69,849	\$71,283
13	\$66,101	\$68,457	\$71,151	\$72,296	\$73,439
14		\$71,153	\$73,499	\$74,846	\$76,190
15			\$76,210	\$77,526	\$78,541
16					\$81,260

LONGEVITY

\$1,000	10YRS
\$1,500	15YRS
\$2,000	20YRS
\$2,500	25YRS
\$3,000	30YRS

1. This schedule will be effective September 1, 2015.
2. Placement on the next higher step or salary schedule will be based on satisfactory completion of service, formal training and/or professional growth activities approved by the Superintendent.
3. Placement on the doctorate column will NOT be automatic with the earning of a doctoral degree from a college or university but will be subject to Superintendent's judgment of the value of the specific doctoral work to the district. Potential candidates for doctoral salary placement may request and receive an advance and binding judgment on this matter from the Superintendent prior to completing a doctoral degree program.
4. Summer work will be paid at teachers' regular per-diem rate.
5. Longevity: an additional payment of \$1000 shall be added to a teacher's base salary for those teachers who have completed ten (10) years of satisfactory service in the Amherst-Pelham Region, Amherst, or Pelham Schools. This longevity payment shall be \$1500 after fifteen (15) years, \$2,000 after (20) years, \$2500 after twenty-five (25) years and \$3,000 after thirty (30) years.
6. Nurses will move through all steps of the Bachelors column, at the rate of one step per year in each year of this agreement. A nurse who is certified as a school nurse, and who has a Master's Degree in an area directly related to his/her responsibilities as a school nurse will be placed on the Masters column. Effective 09/01/01, a nurse currently employed by the Committee will be moved one (1) step from where he/she was placed during the 2000-2001 contract year, and will move through the steps at the rate of one (1) step per year in each succeeding year of this agreement.

TEACHER CONTRACT 2015-2016

STEP	5 BA	6 MA	7 MA+30	9 MA+45	8 DOC
1	\$40,841	\$43,753	\$46,661	\$48,116	\$49,572
2	\$42,782	\$45,694	\$48,604	\$50,055	\$51,504
3	\$44,724	\$47,640	\$50,543	\$51,998	\$53,447
4	\$46,658	\$49,572	\$52,476	\$53,934	\$55,388
5	\$48,718	\$51,633	\$54,543	\$55,995	\$57,450
6	\$50,785	\$53,688	\$56,598	\$58,055	\$59,510
7	\$52,842	\$55,759	\$58,661	\$60,111	\$61,568
8	\$54,903	\$57,817	\$60,724	\$62,182	\$63,637
9	\$56,966	\$59,880	\$62,788	\$64,240	\$65,695
10	\$59,026	\$61,937	\$64,848	\$66,304	\$67,758
11	\$61,674	\$64,000	\$66,905	\$68,359	\$69,807
12	\$64,049	\$66,764	\$69,096	\$70,547	\$71,996
13	\$66,762	\$69,142	\$71,863	\$73,019	\$74,173
14		\$71,865	\$74,234	\$75,594	\$76,952
15			\$76,972	\$78,301	\$79,326
16					\$82,073

LONGEVITY

\$1,000	10YRS
\$1,500	15YRS
\$2,000	20YRS
\$2,500	25YRS
\$3,000	30YRS

Section M. Early Retirement Incentive Clause

A bargaining unit member who has completed twenty (20) or more years of service with the Committees, who intends to retire and gives such written notice to the Superintendent on or before December 1 of the school year prior to the fiscal year in which retirement will take place, and who gives such notice prior to reaching age 62 and who retires at the end of the school year shall be entitled to a one (1) time payment as an incentive to retire. This one (1) time payment will be made on or before July 30th of the calendar year in which retirement takes place. The retirement incentive payment made under this provision will not be considered regular earnings under Massachusetts General Law, Chapter 32 and, therefore, will not be subject to retirement deductions or any other provision of said General Law, Chapter 32. The one time payment will be a percentage of the difference between the employee's regular annual salary at the time of retirement and the first step of the Bachelor's Column of the then current salary schedule. The following percentages will apply:

Age (on Effective Date of Retirement)	Percentage
55	100
56	90
57	80
58	70
59	60
60	50
61	40
62	30

For the 2002-2003 year only, Bachelor’s Step 1, for the purpose of this article, will be \$29,651.

Section N. Guidance Counselors

Designated Guidance Counselors shall work additional days beyond the regular work year, as determined by the principal(s) and approved by the Superintendent, in order to complete necessary scheduling and other work. Said personnel shall be paid at a per-diem rate for each day worked, and such pay shall be incorporated into their regular pay schedules for pay purposes.

Section O. Middle & Elementary School Curriculum Leaders

Middle School Curriculum Leaders shall be paid a stipend equal to that of Department Heads, without any evaluation responsibility.

Elementary School Curriculum Leaders shall initially be paid a stipend of \$500.00 per contract year. At this stipend level, the expectation for these curriculum leaders is to attend curriculum meetings and report back to the faculty in their buildings. In the event that the

District chooses to use a model where the responsibilities not only include attendance at these curriculum meetings, but also working on the development and writing of curriculum, then the stipend would be \$1,200 per contract year. The District may utilize both types of positions at one time or decide on utilizing only one type of position at any one time. The President of the Association shall be informed of the decision of the District. Posting vacancies in these positions will describe the responsibilities and the appropriate stipend.

ARTICLE 15 ABSENCES, LEAVES AND VACATIONS

Section A. Sick Leave

1. Sick leave is intended to provide insurance against loss of income due to personal illness.
2. Each full-time member of the teaching staff shall be entitled to fifteen (15) days of sick leave with full pay per contract year. Such fifteen (15) days of sick leave shall exist as of the date of the contract for all teachers, including new teachers, provided that the new teacher is present to assume his/her contractual obligations. In the event of non-appearance caused by illness or accident, such teacher's pay will be withheld, with due notification to the person and president of the Teacher's Association, pending the assumption of his/her contractual responsibilities.
3. Such sick leave shall be cumulative up to a maximum of 215 days. Sick days will be charged against the annual allotment of fifteen (15) days before the accumulated number is reduced. The School Committee may grant additional leave beyond that accumulated. Effective September 1, 1990, the maximum will be 230 days and effective September 1, 1991, the maximum will be 245 days.
4. A physician's statement may be required for three (3) or more consecutive days of absence due to illness.
5. Each part-time member of the teaching staff holding a contract to teach for more than half of any school year shall be entitled to sick leave benefits according to the provisions outlined below.
 - a. The daily rate of pay determined by the contract conditions, and stated therein, shall pertain.
 - b. The number of days of sick leave to which the teacher is entitled for a full time contract shall bear the same ratio to fifteen (15) days as his/her contract bears to the full time salary (at the appropriate step and pay scale) to which he/she would be entitled for full-time employment. If a

teacher's contract is for less than full time (school year), the number of days of sick leave to which he/she would be entitled for full time contract at part-time shall be reduced according to the ratio of the number of school days covered by the term of his/her contract to the number of school days in the school calendar approved by the School Committee and in effect on October 1st of the appropriate year.

- c. The terms and cumulative limit will be the same as that for full time staff members.
6. Each teacher shall be informed by October 1st of each year the number of accumulated sick leave days he/she has on record.
7. A bargaining unit member who has completed twenty (20) or more years of service with the Committees will, upon a voluntary termination of employment and if their accumulation of sick leave is at least 140 days, be compensated for their unused accumulated sick leave at the rate of \$25 per day. A voluntary termination will be limited to retirement and/or a normal resignation resulting from another employment opportunity.
8. Employees are permitted to use ten (10) days of sick leave for the following:
 - a. birth of a child if the employee is the non-birth parent.
 - b. adoption of a child (if two [2] staff members are parents of the child, only one of the parents may use sick leave.);
 - c. serious medical condition of a family member within the scope of the FMLA;
 - d. serious medical condition for an individual where the employee is needed to care for them.

In those cases involving section c and d above, the employee must produce a completed Department of Labor certification of serious health condition for the family member or individual before using the sick leave.

Section B. Special Leave

1. Special leave will be granted by the Superintendent to a maximum of four (4) days in any contract year, by reason of death in the immediate family of the teacher or of the teacher's spouse. "Immediate Family" shall be interpreted to include a spouse, mother, father, brother, sister, son, daughter, grandparent, grandchild or a member of the immediate household. Questions regarding applicability of this benefit may be directed to the Director of Human Resources.

2. Special leave will be granted for the observance of religious obligations upon notification to the building principal.
3. Such special leaves shall not be charged against sick leave.

Section C. Professional Leaves

1. Up to one (1) year of leave for professional improvement may be granted to any tenured member of the professional staff who:
 - a. Has completed at least six (6) consecutive years of service within the school system or who, if they have previously had such a leave, have completed at least six (6) consecutive years of service within the school system from the day of return from their last such leave.
 - b. Has received approval by the School Committee of his/her proposed professional improvement leave plan.
2. Proposals for such leave may be for the development of new or improved teacher skills and/or instructional materials, techniques or methods that will benefit the school district. These proposals may be accomplished by such means as:
 - a. Research or investigation of, development of new methods, techniques, or materials applicable to teaching.
 - b. Graduate study at an accredited institution of higher learning.
 - c. Research leading to an advanced degree and/or publication by a recognized professional journal or organization.
 - d. Travel.
 - e. Internships.
3. Applications for professional leave shall be submitted by letter to the School Committee through the Superintendent no later than November 1st preceding the school year for which the leaves are requested. Each application shall include:
 - a. A statement detailing the professional improvement program to be followed while on leave.
 - b. A statement describing the benefits to be derived from the professional improvement program, upon its completion by the person requesting the leave and by the school system.

- c. A statement reflecting the staff member's understanding of his/her own professional contributions to the school system.
 - d. If the leave is to complete an ongoing professional program, a statement describing the steps already taken toward accomplishment of the program.
4. Request for professional leave may be approved or disapproved by the School Committee on the basis of such items as:
 - a. Meeting the guidelines established herein;
 - b. Appropriateness of the proposed leave activity;
 - c. Evaluation of the applicant's performance in areas such as:
 1. teaching,
 2. strong positive level of cooperation with other staff members,
 3. curriculum production (such as courses of study to be used by his/her replacement),
 4. potential availability of temporary replacements.
5. No more than five percent (5%) of the professional staff shall be granted leave at any one (1) time.
6. Ordinarily, no more than one (1) member of any department or one (1) teacher under any elementary school principal may be granted such leave simultaneously, except where documentation exists that the effectiveness of any educational team at any level will not be impaired by the granting of additional leaves.
7. Ordinarily, teachers granted professional leaves will return to the position they held prior to such leave. However, when a change of assignment is necessary, such staff members will be consulted prior to the start of the school year of their return to staff.
8. Compensation for professional leave shall ordinarily be:
 - a. At full pay for one-half year, OR
 - b. At half pay for one full year.
9. Receipt of scholarship aid, research grants, or supplementary income from other sources related to the leave shall not influence the reimbursement for leave.

10. Failure to fulfill the terms of the approved proposal may result in forfeiture or reimbursement to the Amherst, Pelham or Regional School District of the amount of salary paid for the period of the leave.
11. A member of the professional staff accepting such leave shall enter into a written agreement with the School Committee requiring his/her return to service for a minimum period of twice the length of the leave taken.
12. Special requests may be made to the School Committee for a waiver of any portion of this section of the personnel policies.
13. If the Committee disapproves a request for professional leave, a written explanation will be provided to the applicant within fifteen (15) days of the decision to disapprove.
14. This section will not apply to registered nurses.

Section D. Personal Leave

1. Up to three (3) days of personal leave will be allowed for each full time member of the teaching staff. Such leave will not be charged against sick leave.
2. Additional personal leave, up to a combined maximum of fifteen (15) days may be granted by the School Committee. Such additional leave may be charged against sick leave at the discretion of the School Committee.
3. Personal leave will only be used to take care of personal, legal or family business when such business cannot be handled at any other time than during school hours and which is not authorized under any other provisions of this contract.
4. The above policy shall not be used to gain extended vacation; a personal day before or after a scheduled vacation period, including Thanksgiving, Winter, February and April vacations will be granted only for emergency or other exceptional circumstances that must be shared with the supervisor responsible for approving personal days and only with the prior approval of the supervisor. Approval will not be unreasonably withheld.
5. Unused personal leave shall accrue as sick days. .

Section E. Early Release

When early release is justified by consideration of professional improvement, a teacher may request release from teaching duties prior to the close of the school year. This request may

be granted by the School Committee if the teacher can demonstrate that arrangements have been made for fulfilling his or her school obligations. When such a release does not require a substitute, it shall be granted without loss of pay, but for no more than five (5) school days. If the services of a substitute are needed, the School Committee may vote to contribute to the cost of the substitute.

Section F. Delay in Reporting

The School Committee may grant permission to a teacher serving in the system to delay reporting prior to the reporting of students for a period not to exceed two (2) days provided that

1. The delay is caused by professional improvement activity, AND
2. the curriculum commitment will be met as soon as possible during the school year.

Unavoidable or emergency caused delay in reporting prior to the reporting of students for a period not exceeding two (2) days may be allowed, providing that:

1. The teacher involved has immediately informed the Superintendent of Schools by the most expeditious means available, AND
2. the curriculum commitment will be met as soon as possible during the school year.

Neither of the above conditions shall be used to gain extended vacation.

Section G. Leave of Absence

Any person who has served in the system for at least one (1) full year, may be granted up to one (1) year's leave of absence without pay for justifiable reasons.

1. Requests for such leave shall be submitted in writing to the School Committee by April 1st of the year prior to the year in which the proposed leave would commence. Requests for exceptions to this requirement may be granted by the School Committee.
2. Such leave may be renewable at the discretion of the School Committee in periods not to exceed one (1) year.
3. An individual on such leave MUST indicate to the Superintendent no later than April 1 his/her intent for the coming school year. Failure to comply with the provision may result in loss of employment in the systems.
4. The granting of such leave shall not alter the person's status in the system, except that the period of the leave may be counted in the computation of time in service for the purpose of advancement on a

salary schedule but may not be used in the awarding of tenure.

Section H. Parental Leave of Absence

1. A parental leave of absence shall be granted upon request to any employee for the purpose of giving birth to and/or rearing a newly born infant. Further, a parental leave of absence shall be granted upon request to any qualifying employee for the purpose of the adoption, the foster placement, and/or rearing, of a newly adopted, or newly placed foster child, seven (7) years or younger, or in the case of a child who is physically or mentally disabled, twenty-two (22) years or younger.

In order to qualify for the parental leave of absence:

- a. As soon as practicable after the female employee determines that she is pregnant, she shall inform the building principal.
- b. The employee must intend to return to work at the conclusion of the leave of absence.
- c. The employee shall notify the Superintendent, in writing, at least 45 school days prior to the probable date said leave or disability is to commence or as soon as is practicable. At the time of the notification, the employee shall select, in writing, one of the following options, if applicable:
 - (1) Extended leave without pay not to exceed one year beyond the school year in which the leave commenced. A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of this leave. Up to the first twelve (12) weeks of such leave shall be considered leave pursuant to the Family Medical Leave Act (FMLA), if the employee is eligible for FMLA leave.
 - (2) Leave of twelve (12) weeks duration pursuant to the Family Medical Leave Act of 1993 (FMLA leave), depending upon the employee's eligibility. A female employee is entitled to use sick leave benefits for certified disability resulting from childbirth and recovery therefrom during the period of this leave. If the employee is not eligible for FMLA leave, but does not want an extended leave of absence, she is entitled to leave the length of her disability period, or eight (8) weeks leave pursuant to G.L. c. 149, §105D.
2. An employee on an extended leave pursuant to Section c (1) may return to work at the beginning of a school year or at the beginning of a term or grading period.
3. While an employee is on paid sick leave or FMLA leave, the Committee shall continue its contribution toward the employee's health insurance premium,

provided that the employee makes timely payment of his/her contribution toward the health insurance premium. An employee on an unpaid, non-FMLA leave of absence may continue his/her insurance coverage during the leave of absence provided that he/she pays 100% of the monthly premium.

4. Notice of Return to work
 - a. Extended leave: An employee on an extended leave pursuant to Section 1 (c) (1) above shall notify the Superintendent by March 1 (if she/he were scheduled to return at the beginning of the school year) whether or not she/he is going to return to work at the beginning of the school year. An employee on an extended leave pursuant to Section 1 (c) (1) above shall notify the Superintendent by September 1 (if she/he were scheduled to return to at the beginning of the second semester).
 - b. FMLA Leave: An employee on FMLA leave shall notify the Superintendent at least four (4) weeks prior to his/her scheduled date of return from leave whether or not she/he intends to return to work.

Section I. FMLA Leave for Serious Health Condition

1. An eligible employee may be entitled to up to twelve (12) weeks of unpaid leave of absence per contract year due to his/her own serious health condition or the serious health condition of a member of his/her immediate family. Fact sheets from the Department of labor which describe the terms of this leave are available from the Superintendent's office.
2. An eligible employee shall apply in writing for such leave at least four (4) weeks in advance of such leave, unless extenuating circumstances prevent such notice, in which case the employee shall provide as much notice as possible. As part of the application, the employee shall submit a Department of Labor certification of a health care provider. Copies of this form are available from the Superintendent's office.
3. While an employee is on approved FMLA leave, the Committee shall continue its contribution toward the employee's health insurance, if the employer is insured through school department provided that the employee makes timely contribution toward the health insurance premium.
4. The employee shall utilize all sick leave and vacation concurrently with the FMLA leave.
5. Prior to an employee's return from FMLA related to his/her own serious health condition, the Superintendent may require a fitness for duty certificate from the employee's health care provided.

Section J. Small Necessities Leave

An employee eligible for FMLA leave shall be entitled to up to twenty-four (24) hours of leave per contract year as provided by G.L. c. 149, §52D; a copy of the law may be obtained from the Superintendent's office. When an eligible employee takes such leave, such leave shall be deducted from personal leave.

Section K. Union Leave

Two (2) days per year of no more than two (2) APEA officers. Said leave will be non-cumulative and non-transferable.

Section L. Military Leave

Military Leave will be granted according to the provisions of M.G.L.A. Chapter 33, Section 59.

Section M. Jury Duty

Any employee covered by this agreement who is called to serve on jury duty during the school year on regular work days, will continue to receive his/her regular salary while serving said duty. The employee will turn over all monies received from the court, exclusive of travel or any other allowance, to the School Committee.

Section N. Five and Four Plan

The School Committee and the Association agree in concept to the implementation of a "five for four plan," according to which teachers may elect to serve for four (4) years at 80% of regular salary and receive a leave of absence for year five (5), also at 80% pay. The parties agree to form a mutually-acceptable committee for further study of such issues as eligibility, taxes, retirement, and medical insurance.

**ARTICLE 16
REDUCTION IN STAFF**

In the event the Superintendent determines that a reduction in teaching staff is necessary, the release of teachers shall be in compliance with the applicable statutes of the Commonwealth of Massachusetts and in accordance with the following provisions:

Section A. Release

1. The Superintendent will notify the APEA one (1) week prior to taking action when a reduction in teaching staff is being proposed.
2. Normal attrition will first be used to offset staff reductions.
3. No teacher with professional teacher status certified and qualified for positions held by teachers without professional teacher status will be released until such teachers

without professional teacher status have been released.

4. RIS within specified areas: When the position of a teacher with professional teacher status must be eliminated by reason of RIS in an area designated by the Superintendent, the teacher with the least service to the district will be released. If two (2) or more teachers have equal length of service, the release will be determined by the Superintendent evaluation of qualifications.
5. RIS Between Areas within a District: A teacher with professional teacher status may replace another teacher with professional teacher status with less length of service to the district providing, in the Superintendent's judgment, the replacing teacher is certified and as qualified for the position as the teacher being replaced. It will be the responsibility of all teachers to provide the Superintendent's office a copy of their certification and qualification documents. Documentation teachers wish to submit for consideration must be on file in the Superintendent's office by March 1 each year.
 - a. In determining the qualifications of a teacher with professional teacher status being affected by a RIS decision, the Superintendent shall consider the teacher's area (s) of certification, past teaching experience within the last ten (10) years, especially in the school district, evaluations on record, educational preparation, and contributions to the district's affirmative action policy.
 - b. The length of service of a teacher shall be determined as of the first date of the teacher's continuous employment in the School District as a member of the bargaining unit covered by this Agreement, excluding time spent as a substitute or on an unpaid leave of absence, but including time spent as a temporary leave replacement. No member of the bargaining unit who was employed by the School District in a position outside the bargaining unit prior to September 1, 1992 shall have his/her seniority date changed by the operation of this Agreement. However, bargaining unit members who have in the past served as temporary leave replacements will have their seniority dates adjusted to reflect such service, if continuous, and seniority lists will be revised to reflect that adjustment.
6. Teachers with professional teacher status who are on approved leaves shall be eligible for release due to RIS except for those on involuntary military leave.
7. Release due to RIS will be preceded by a written notice of RIS to the staff member as soon as possible following a RIS decision, but in no case later than April 15th, excepting for the provisions of Chapter 71, Section 42, in which case thirty (30) calendar days notice will be provided. The written notice shall state that the teacher's release is due to a reduction in staff.

Section B. Recall

1. Teachers with professional teacher status released due to RIS will be placed in a recall list for up to three (3) years, after which they shall have no recall rights.
2. Teachers with professional teacher status shall be recalled in reverse order of release for new positions or positions that become vacant for which they are certified and qualified. No new teachers will be hired for a position until all teachers on the recall list certified and qualified for that position have been recalled or declined the opening.
3. Teachers with professional teacher status shall be notified of recall by certified mail return receipt requested, to their last address on record. A teacher's failure to respond affirmatively within seven (7) calendar days after receipt of such a letter shall terminate the teacher's right to recall. If the Superintendent's office is unable to contact a recalled teacher after ten (10) days, the next teacher on the recall list shall be recalled. It will be the responsibility of the teachers placed on the recall list to keep the Superintendent's office informed of their current address.
 - a. In the event that interim employment prevents a teacher's affirmative response, such teacher may elect to remain in the recall list for the remainder of the three (3) years but will be placed at the bottom of the order.
 - b. In the event that a long-term illness or other medical disability verified by a physician prevents a teacher's affirmative response, such a teacher will remain on the recall list at the top of the order.
4. While on the recall list, teachers with professional teacher status may receive the following benefits and no others:
 - a. Teachers may continue to participate in the group health insurance plan of the school provided they pay the full costs of the insurance premiums.
 - b. Teachers will receive first consideration for substitute teaching in areas for which they are qualified, providing such teachers give a written request for this consideration to the school Superintendent's office.
 - c. Teachers while eligible for recall are protected by the grievance procedure as to matters in Article 17.
5. Upon return to employment from the recall list, teachers shall receive all benefits to which they are entitled at the time of their release, as well as any new teacher benefits negotiated while they were on the recall list.

Section C. Definitions

1. **SCHOOL DISTRICT:** A school district is that domain which is the legal responsibility of a single school committee.
2. **CERTIFICATION:** Official certification by the Massachusetts Department of Elementary and Secondary Education. For those exempted from certification requirements by the Massachusetts Department of Elementary and Secondary Education, certification in this policy shall mean those areas in which such teachers have taught within the last ten (10) years.

ARTICLE 17 HEALTH & SAFETY

The School Committee recognizes its responsibility to provide a safe and healthy workplace, free from hazards or conditions which cause or which are likely to cause accident, injury or illness, and that it will act in a timely manner to correct such hazards or conditions.

The School Committee will continue to be responsive to requests for information from the Association and from individual members of the teaching staff regarding potentially unsafe or unhealthy working conditions.

The School Committee reaffirms that no teacher will be subjected to reprisal for filing a report of what s/he considers to be an unsafe or unhealthy working condition.

ARTICLE 18 DEPARTMENT HEADS

Section 1. Qualifications

Any Amherst-Pelham Regional School District teacher who is certified in a curricular area of a department may be considered for the position of Department Head.

Section 2. Appointment Procedures

Department Heads will be appointed for three-year terms by the Amherst-Pelham Regional Superintendent subject to the Department Head receiving satisfactory annual evaluations from the secondary administrators. There will be no restriction on any teacher succeeding him/herself in the position of Department Head. Regular appointments will become effective on September first following action by the Superintendent.

Special appointments to the position of Department Head may be made at any time a vacancy occurs, with such special appointments becoming effective and being terminated at the discretion of the Superintendent.

Section 3. Supervision and Evaluation

Department Heads are directly supervised and evaluated by the High School Principal.

Department Heads will receive written evaluations of their performance each year served.

Section 4. Teaching Load and Administrative Duties

- A. Secondary administrators will make every effort to relieve Department Heads of extra administrative duties which may include:
1. supervising study periods or open lab classes
 2. supervising school grounds
 3. supervising the cafeteria
 4. supervising arrival and departure of buses
 5. supervising corridors and lavatories
 6. supervising homeroom on a regular basis
- B. There will be a total of up to 18 periods of released teaching time from the secondary schedule available for Department Heads. Each Department Head will receive one, with the remaining number to be placed in a pool to be assigned, if needed, each year by the Secondary Curriculum Director. No Department Head may be assigned less than thirty percent (30%) teaching assignment. Individual departments, may propose shared leadership models. The Superintendent retains the discretion to approve or disapprove the shared model proposals.
- C. Guidance and Special Education. Effective August 31, 1991. The total number of periods referenced in paragraph B will be increased to twenty (20) to provide two (2) periods for the Special Education Department Head. Also effective August 31, 1991, the Guidance Department Head will be assigned a reduced (80%) counseling load.
- D. A general job description, which clearly delineates areas of concentration and focus, will be established. A specific job analysis for each Department Head will be developed and appended to the job description annually. Any change in the general job description will be made after consultation with the Department Head Unit. Any change in a specific job analysis will be made after consultation with the Department Head affected.

Section 5. Remuneration

The following base salary will be paid for the position of sole Department Head:

FY08	1997
FY09	2047
FY10	2119
FY11	2182
FY12	2237
FY13	2271

The following base salary will be paid each partner in a department utilizing a shared leadership model pursuant to Article 7B:

FY08	1534
FY09	1572
FY10	1627
FY11	1676
FY12	1718
FY13	1744

The following stipend will be paid for each teacher supervised:

FY08	198
FY09	203
FY10	210
FY11	216
FY12	222
FY13	225

The Chairperson of the Department Heads Council will receive a stipend of:

FY08	537
FY09	550
FY10	570
FY11	587
FY12	602
FY13	611

Section 6. Merged or Eliminated Departments

In the event that the School Committee exercises their statutory right to eliminate a department or to implement a reorganization of staff and/or programs by way of a merger of existing departments, the School Committee, through the Superintendent of Schools, will meet with the Department Heads involved to discuss the impact of the elimination and/or merger. Said discussions will include compensation based on a proration of the stipends listed in Section 5.

ARTICLE 19 NO DISCRIMINATION

In accordance with applicable federal and state laws, the Committee(s) and the Association agree not to discriminate against any employee covered by this Agreement on the basis of age, gender, race, religion, color, creed, residence, marital status, sexual orientation, disability, or national origin.

ARTICLE 20 AGENCY SERVICE FEE

The School Committee(s) and their Agents, in accordance with the provisions of M.G.L. Chapter 150E, Section 12, shall require as a condition of employment for each teacher who is not a member of the Amherst Pelham Education Association, Unit A/MTA/NEA, the payment of an agency service fee, said payment to be effective on or after the 30th day following the effective date of this Agreement on or after the 30th day of initial employment, whichever is later.

The amount of the service fee shall be equal to the pro rata cost of collective bargaining and contract administration as certified by the Amherst Pelham Education Association/MTA/NEA. Teachers may have access to payroll deductions for the purpose of paying the agency service fee. The APEA/MTA/NEA shall be responsible for notifying the Business Office of the amount to be deducted prior to the issuance of the first paycheck.

In the event that an employee fails or refuses to pay the agency service fee, the Association shall take appropriate legal action to collect the fee. Any judgment against such an employee by a forum of competent jurisdiction as a result of such action shall include payment of the Association's costs and reasonable attorneys' fees.

Since the Association administers the agency service fee, any questions or concerns about the agency service fee shall be referred to the Association. The Association shall indemnify the School Committee(s) and agents against any and all claims, demands, suits, damages, legal fees, or any other form of liability that may arise by reason of the School Committee(s)' compliance with the Agency Service Fee provisions of this Agreement, upon the following conditions: (1) the School Committee(s) have complied fully and properly with these

obligations under the Agency Service Fee provisions of this Agreement; (2) the Association retains the right to select or assign counsel of its choice in defending the School Committee(s) in such matters provided that such counsel consults with and/or keeps the Committees' regular counsel informed of litigation proceedings; (3) the School Committee(s) cooperate with counsel selected or assigned by the Association; and (4) the Association retains full control over the conduct of the case. Failure to meet any of the foregoing conditions will relieve the Association of its obligation under this indemnification clause. Any dispute over the Committees' compliance with these conditions is subject to arbitration under the provisions of Article 5.

This article will be effective September 1, 1999.

ARTICLE 21 TRANSPORTATION OF STUDENTS

Whenever possible, students will be transported to activities which take place away from the school buildings in authorized vehicles contracted for by the School District.

Teachers will not be required to drive pupils to such activities but may request permission to transport pupils in private vehicles when the size of the group is so small the use of a bus would be unjustified or contracted vehicles are not available. Such requests must be approved by the appropriate building administrator. In such instances, a mileage payment equal to the deduction currently allowed by the IRS will be paid for each approved vehicle. The number of students transported will be limited to the state maximum for the vehicle used.

ARTICLE 22 STAFF TUTORING FOR REMUNERATION

Staff members shall not tutor public school students for remuneration when such tutoring is intended primarily to improve student performance in school programs.

Staff members may tutor local public school students for remuneration whenever such tutoring:

1. Is intended primarily to develop talents and skills beyond those pursued in regular school programs

AND

2. Is implemented through a self-supporting program formally approved by the Superintendent of Schools or his Assistant

AND

3. Complies in spirit and practice with those sections of the Code of Ethics included in this contract stating that:

- a. The educator shall not use professional relationships with students for private advantage.
- b. The educator shall not tutor for remuneration students assigned to his/her classes, unless no other qualified tutor is reasonably available.

ARTICLE 23 WORK-RELATED INJURY

Section A. Physical Assaults

Principals and teachers shall be required to report any alleged case of physical abuse on a teacher occurring while the teachers is on duty to the Superintendent of Schools. The alleged assault will be promptly investigated by the principal and/or the Superintendent. At the conclusion of the investigation, the teacher will be promptly informed of the results of the investigation and of any action to be taken against an individual involved in an assault of a teacher. Assaults on staff will be handled according to School Committee policy. Nothing in this agreement shall preclude the reporting of such assault to the police and/or the court by the administration and/or the teacher assaulted.

If criminal or civil proceedings are brought against a teacher alleging that a physical assault was committed while acting within the scope of official duties or employment, the Committee will furnish and select legal counsel to defend the teacher in such physical assault proceedings, if so requested. If the teacher desires to bring criminal or civil proceedings in connection with an alleged assault suffered while acting within the scope of official duties or employment, such teacher may request the Committee to furnish and select legal counsel to represent the teacher in such proceedings. If the Committee does not provide such counsel and the teacher, after having so requested in writing, prevails in the proceedings, then the Committee will reimburse the teacher for reasonable counsel fees incurred.

The Committee will reimburse teachers for reasonable costs for:

1. Any clothing or other personal property damaged or destroyed in connection with such personal injury due to assault occurring in the course of employment less the amount of any insurance reimbursement; and
2. The cost of medical, surgical or hospital service (less the amount of any insurance reimbursement) incurred as the result of any injury due to assault sustained in the course of employment.

Section B. Workers Compensation

Whenever a teacher is absent form school as a result of an illness for which Workers Compensation is awarded, the teacher will be paid regular salary, less the amount received under Workers Compensation insurance, for the period of such absence and such absence will be charged to accumulated sick leave, to the extent that sick leave is required to pay the

difference between the compensation award and the teacher's regular rate of pay.

ARTICLE 24 PRINCIPAL ADVISORY COMMITTEE

There will be established in each building of the Amherst, the Pelham and the Amherst-Pelham Regional School Districts, a Principal Advisory Committee, broadly representative of the staff, including teachers, paraprofessionals, and clerical/media staff, together with representatives of building administration.

The specific composition of each Advisory Committee will be determined at the building level, by collaborative agreement between the Principal and the Association representatives at the building, provided that: the Committee shall be broadly representative of the building staff. Representatives of the teaching and other staff must be chosen by secret ballot election, supervised annually by the building Association representatives or their designees during the first two (2) weeks of the school year. The Advisory Committee will then select a facilitator, who will be a building administrator, but who will otherwise be a member of the Advisory Committee. At the option of the Advisory Committee, the facilitator position may rotate among members of the Committee.

These Advisory Committees will meet on a regular basis. The agenda will be set and posted in advance of the meetings. Any member of the staff may submit agenda items on any issue to the facilitator, and any member of the staff or of the Advisory Committee may make a presentation on any issue to the full Advisory Committee. The Principal will have his/her permanent agenda item(s) and will facilitate that portion of the meeting. Committee members will review each issue with their represented constituencies, and report back to the Committee before any action is taken on any proposal. All decisions shall be made by consensus, defined as agreement that all participants have been fully heard and can accept the proposed decision as the best option possible under the circumstances.

The Advisory Committee will be an advisory body only, drawing upon the professional capabilities and experience of the staff of the Amherst, the Amherst-Pelham and the Pelham Schools, and providing two-way feedback on all educational and building matter. The Advisory Committee will be without authority to modify provisions of this collective bargaining agreement, or School Committee policy, although it may make recommendations to the parties to this contract, and it shall be without power to modify state or federal law or regulation. The Advisory Committee may make recommendations to the Principal about building based matters, but the decision of the Principal will stand, subject to the review of the Superintendent, if requested. Nothing in this Article shall preclude an individual or the Association from utilizing the grievance procedure set out as Article 5 of this Agreement.

ARTICLE 25 DURATION OF THE CONTRACT

This Agreement shall continue in full force and effect from September 1, 2013 through August 31, 2016. Collective bargaining for a new agreement to become effective upon the expiration of this agreement may be reopened by either party by October 1st, 2015 by giving

written notice to the other party. If negotiations are not completed by August 31, 2016, the provisions of this agreement will remain in full force and effect until said successor agreement is executed. Provided, however, either party can terminate this agreement after August 31, 2016 by serving written notice of their intent to terminate the agreement. Said written notice must be served at least forty-five (45) calendar days prior to the actual termination.

**ARTICLE 26
IMPLEMENTATION AGREEMENT**

IN WITNESS WHEREOF the parties to this contract have caused these presents to be executed by their agents, hereunto duly authorized, as of the date first above written.

SCHOOL COMMITTEES:

Amherst Pelham Regional School Committee

Amherst School Committee

Pelham School Committee

AMHERST-PELHAM EDUCATION ASSOCIATION:

CODE OF ETHICS OF THE EDUCATION PROFESSION

PREAMBLE

The education, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and of members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

PRINCIPLE I Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator, therefore, works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or health and safety.
5. Shall not intentionally expose the student to embarrassment or disagreement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, or family, social or cultural background, sexual orientation, unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any student;
 - c. Grant any advantage to any student.

7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II
Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualification.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

Signed on this _____, 2012.

On behalf of the Amherst-Pelham
Amherst Pelham
Education Association:

On behalf of the
Regional School Committee

On behalf of the Amherst School
Pelham School
Committee:

On behalf of the
Committee:



February 12, 2013

Dear Amherst, Amherst-Pelham Regional Schools, and Pelham Teachers:

The documents that follow provide an overview and specific information about the Educator Evaluation Plan. This plan was based upon and is consistent with the Massachusetts model of Educator Evaluation. The system clarifies expectations, ensures that ongoing feedback and support are offered to each educator, and recognizes the outstanding efforts that educators make to improve student experiences and outcomes.

This agreement was made through a collaborative process that occurred over two years. Further work will need to be completed in the future related to the impact and use of surveys and student achievement in the evaluations of staff members and administrators.

As we make future changes, we are interested in receiving feedback on this plan and making adjustments over time to ensure that the evaluation system promotes the high level of teaching that will support the growth of our organization.

Sincerely,

Elizabeth Elder
Tim Sheehan
Tom Fricke
Maria Geryk
Michael Morris

As we prepared to launch the new system and adhere to the guidelines, we created group assignments for all our Unit A and administrative members. These groups are as follows:

Group	Description
0.1	Year 1 PTS (licensed)
0.2	Year 2 PTS (licensed)
0.3	Year 3 PTS (licensed)
0.5	Licensed staff serving as substitutes for 30+ days
1.0	PTS- Last names A-L
2.0	PTS – Last names M-Z
3.0	PTS – On Improvement Plan
4.0	Public Health Certified (OT/PT) in Year 4 or greater in district—evaluated on same schedule as PTS
7.0	Unit/non-unit administrators reporting to Principals/Directors
8.0	Administrators/Directors reporting to the Superintendent
9.0	Superintendent reporting to School Committees

Addendum I – DESE Appendix C. Teacher and Caseload Educator Model Contract Language

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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 regulatory purposes of evaluation are:
 - i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii. To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii. To ensure that every school committee has a system to enhance the professionalism and accountability of 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 defined by this agreement; 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, and capstone projects.
- 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 sufficient to achieve the goals outlined in the 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 in consultation with the Educator of at least 30 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any Administrator designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators fulfill district training requirements for 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 is responsible for determining the Educator's performance ratings and evaluation, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals. At the High School, department heads, as defined by Article 18 of the collective bargaining agreement may perform observations, announced or unannounced, as defined by this agreement, but will not be Evaluators.
 - ii. **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
 - iii. **Notification:** The Educator shall be notified in writing of his/her primary Evaluator 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 MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

- S) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.

- T) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) as defined by this agreement the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person. Video recordings may be used only as an artifact of professional practice and only at the discretion of the educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

Unannounced Observation Minimum Frequency:

See sections 9, 10, 11

- U) ***Parties:** The Amherst-Pelham Education Association and the School Committees of Amherst-Pelham and the Amherst-Pelham Regional School Committee are parties to this Agreement.

- V) ***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.

- W) ***Performance Standards:** See 603 CMR 35.03.

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

- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures.

The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE.

- Z) **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)
- BB) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. 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

Rubrics are attached to an made a part of this Agreement.

- CC) ***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.
- DD) ***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.
- EE) ***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.

- FF) ***Trends in student learning:** At least three 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 the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least three 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 and negotiated by the parties. 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 as defined by this agreement.
 - ii. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as defined by this agreement.
 - 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 and #24 below
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator, consistent with Article 13 (F) of the collective bargaining agreement.

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 October 1, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. This will occur during already scheduled meeting time. 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. Provide all Educators with access to District goals and improvement plans goals and school improvement plans and all relevant student data.
 - iv. 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 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 directly 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, in case of Educators on Directed Plans or Improvement Plans, 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 negotiated by the parties 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. 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.
 - iii. At the High School, Department Heads will be responsible for one of the announced and two of the unannounced observations above.
- B) In the second and third year as a non pts Educator, the Educator shall have at least five observations. At least four will be unannounced. If the Educator desires the fifth to be announced, they will inform their evaluator by January 1. Otherwise, the fifth observation will be unannounced.

At the High School, Department Heads will be responsible for two of the unannounced observations and the announced observation if one is requested.

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 six observations (3 each year) during the two-year 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 announced and six 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 two announced and six unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than two announced and six 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 1st. 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. A partial period visitation must be at least 10 minutes. Instructional Rounds used to assess school climate or administrative learning shall not be used as part of an Educator's evaluation.
- 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, in Oasys, or placed in the Educator's mailbox.
- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one announced observation of at least a full period in duration within ten (10) school days.

B) Announced Observations

- i. All Announced Observations as defined by this Agreement.
 - (a) The Evaluator and the Educator shall select the date and time of the lesson or activity to be observed and discuss any applicable goal(s) for the observation.
 - (b) Within 5 school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. In order to discuss 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 will provide the Evaluator with a copy.
 - (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 specific actions the Educator should take to improve his/her performance, and identify evidence or benchmarks required to demonstrate improvement.
 - (3rd) Identify support and 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 places 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.
- 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. 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 near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress 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.
- 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. 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 May 15th.
- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- 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 no later than May 15th.
- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- 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. 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 school days and no more than one school year.
- 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 Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i. Within ten 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, in consultation with the Educator which will include the provision of specific assistance to the Educator.
 - ii. The Evaluator will notify the Educator that he/she was a right to Association representation at meeting. At the Educator's request an Association Representative will attend the meeting.
 - iii. If the Educator consents, the 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 provide to the Educator;
 - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi. Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,
 - vii. Include the signatures of the Educator and 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. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
 - i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) 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.

20. Timelines

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
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 1
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Non-PTS Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	<i>February 1</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 28</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>March 10</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	<i>April 20</i>
Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
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	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	<i>April 20 of Year 2</i>
Evaluator completes Summative Evaluation Report	May 15 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, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

23. Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24. Using Staff feedback in Administrator Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

25. Transition from Existing Evaluation System

- A) The parties may agree that 50% of more of Educators in the district will be evaluated

under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement.

- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Self-Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) The parties agree that to address the workload issue of Evaluators, during the first evaluation cycle under this Agreement in every school or department, the names of the Educators who are being placed on Self-directed Growth Plans shall be literally or figuratively "put into a hat." The first fifty (50) percent drawn shall be on a 1-year Self-directed Growth Plan and the second fifty (50) percent shall be on a 2-year Plan..
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

26. General Provisions

- A) Only Administrators who are trained in the methodology and research related to observation and evaluation may serve as evaluators of educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) 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 for further negotiation.
- E) Violations of this article are subject to the grievance and arbitration procedures.

ADDENDUM II

Performance Levels in the Model Rubrics

The performance descriptors in the Massachusetts Model System’s rubrics differentiate levels of educator performance along a continuum of professional practice. Experienced educators are expected to demonstrate performance at the *Proficient* level in each Standard and overall. *Proficient* performance is assumed to be fully satisfactory.

The regulatory language for each performance rating is provided below in italics followed by a deeper explanation of each descriptor.

<p>Exemplary</p> <p>Model</p> <p>Impact Level</p>	<p><i>The educator’s performance consistently and significantly exceeds the requirements of a Standard and could serve as a model of practice districtwide.</i></p> <p>The <i>Exemplary</i> level represents the highest level of performance. It exceeds the already high Standard of <i>Proficient</i>. A rating of <i>Exemplary</i> is reserved for performance on an Indicator or Standard that is of such a high level that it could serve as a model for educators in the school, district, or state. Few educators—superintendents included—are expected to earn <i>Exemplary</i> ratings on more than a handful of Indicators.</p>
<p>Proficient</p> <p>Master Teacher</p>	<p><i>The educator’s performance fully and consistently meets the requirements of a Standard.</i></p> <p><i>Proficient</i> is the <u>expected, rigorous level of performance</u> for educators. It is a demanding but attainable level of performance for most educators. At the <i>Proficient</i> level, educators integrate the knowledge, skills, and abilities needed for effective content-area instruction or leadership.</p>
<p>Needs Improvement</p> <p>Developing</p>	<p><i>The educator’s performance on a Standard is below the requirements of a Standard but is not considered to be Unsatisfactory at this time. Improvement is necessary and expected.</i></p> <p>Educators whose performance on a Standard is rated as <i>Needs Improvement</i> may demonstrate <u>inconsistencies</u> in practice or weaknesses in a few key areas. They may not yet fully integrate and/or apply their knowledge and skills in an effective way. They may be new to the field or to this assignment and are developing their craft.</p>
<p>Unsatisfactory</p>	<p><i>The educator’s performance on a Standard ... has not significantly improved following a rating of Needs Improvement, or the educator’s performance is consistently below the requirements of a Standard ... and is considered inadequate or both.</i></p> <p>Educators whose performance on a Standard is rated as <i>Unsatisfactory</i> are significantly underperforming as compared to the expectations. <i>Unsatisfactory</i> performance requires urgent attention.</p>

ADDENDUM III

Classroom Visit/Feedback/Reflection for Short Visits and Walkthroughs

Name: _____ Date: _____

Place: _____

Subject/Topic: _____ Observer _____

Observation begins at _____ a.m./p.m. at _____ a.m./p.m. Class begins at _____ a.m./p.m. Number of Students _____ room _____	Observation ends _____ Class ends at _____ a.m./p.m. Number of staff in _____
Quick-Look Lists of Targeted Areas of Performance	
A. Focusing on Curriculum and Planning	
Learning objective is identifiable (posted, communicated)	
€ Yes	€ No Notes:
B. Focusing on Instruction	
Grouping format(s) observed?	
<input type="checkbox"/> Whole Group	<input type="checkbox"/> Small Group <input type="checkbox"/> Pairs <input type="checkbox"/> Individual
ARPS Fundamental Instructional Practices Observed	
€ Opening Set € Directions/Instructions € Questioning/Dialogue € Collaboration	€ Formative Assessment € Tasks € Didactic/Direct Instruction € Closing Set
C. Focusing on the Students	
Student Actions Observed	
€ Creating Products € Filling in Worksheets/ Organizers, etc. € Problem-Solving	€ Listening € Speaking € Reading € Writing
	€ Transitioning € Using Hands-On Materials € Note-taking € Other
Student Thinking Skills Demonstrated	
€ Remember (recognize, recall) € Understand (interpret, classify, compare, explain, infer) € Apply (execute, implement) € Summarize	€ Analyze (differentiate, organize, attribute) € Evaluate (check, critique) € Create (generate, plan, produce)
Observer Notes, Questions, and Feedback (Comments such as classroom management, cultural competency, content knowledge, differentiated instruction, and student engagement)	

Teacher Reflections/Comments

SIGNATURES:

DATED FEBRUARY 12, 2013

MEMORANDUM OF AGREEMENT

HEALTH INSURANCE

The Amherst School Committee, the Pelham School Committee and the Amherst-Pelham Regional School Committee (hereinafter “the Committees”) and the Amherst-Pelham Education Association (hereinafter “the Association”) are parties to Collective Bargaining Agreements covering teachers and other professional employees (Unit A), clerical and media employees (Unit B) and paraprofessional employees (Unit C) employed by the Committees.

In recognition of a substantial deficit in the Health Claims Trust Fund, maintained by the Town of Amherst to fund health insurance coverage for employees of the Committees, the parties have met and negotiated over the matter of health insurance programs and premiums offered to employees represented by the Association. The parties hereby record the agreements reached pursuant to those negotiations, as follows:

1. Effective January 1, 2006, the Blue Cross/Blue Shield Master Medical program offered to employees will be terminated. Employees will be eligible to elect PPO coverage under either the Blue Cross/Blue Shield Blue Care Elect PPO or the Harvard Pilgrim Health Care PPO, or to elect HMO coverage under the Harvard Pilgrim HMO or Blue Cross/Blue Shield Network Blue New England HMO.
2. The School Committee shall assume responsibility for payment of seventy-five (75%) of approved PPO plans or eighty percent (80%) of approved HMO plans as exists as of the execution of this agreement. This payment shall be provided regardless of whether unit members receive pay over the ten (10) month school year or over the full twelve (12) month year.
3. Pharmaceutical and other co-pays and deductibles will be maintained at the same level as in existence as of the execution of this Memorandum.
4. Effective January 1, 2006, the parties agree to establish a Section 125 Flexible Spending Account plan, to enable eligible employees to set aside pre-tax funds through payroll deduction to cover the cost of childcare, co-pays, prescription eye-glasses, and over the counter medications, as may be allowed by appropriate Internal Revenue Service Regulations.
5. By the terms of this Memorandum, the parties have agreed to amend the terms of Article 14 of the Unit A Agreement, Article 22 of the Unit B Agreement, and Article 13 of the Unit C Agreement, to the extent necessary to give force to this Memorandum. All other provisions of the Collective Bargaining Agreements will remain in full force and effect. The terms of this Memorandum may be enforced by the grievance and arbitration provisions of the appropriate Collective Bargaining Agreement covering Unit A, Unit B and/or Unit C.
6. This Memorandum will be effective upon execution by the parties.

Signed on this ____ day of _____, 2013:

On behalf of the Amherst-Pelham
Education Association:

On behalf of the Amherst School
Committee:

On behalf of the Amherst Pelham
Regional School Committee

On behalf of the Pelham School
Committee:

MEMORANDUM OF AGREEMENT

The Amherst-Pelham Education Association and the Amherst-Pelham Regional School Committee and the Pelham School Committee, recognizing not only that the structure of the teaching day at the Regional High School and the Regional Middle School is subject to continuing discussion and modification, but also that the staff assigned to said schools can and should be entitled to a defined workload and structure of assignments, hereby enter into the following agreements, in **addition to those contained in the Collective Bargaining Agreement, dated September 1, through August 31,.**

1. For the 2013-2014 school year, at the Regional High School, teachers will be assigned to no more than ten (10) courses per year, with no more than four (4) courses per trimester. A teacher who volunteers to teach an eleventh (10th) course in a year will receive an extra 10% of his/her salary as compensation. A teacher assigned to a fourth course will be relieved of any administrative assignment for that trimester.

(a) To the extent that the Committee creates and funds tutorial positions, teachers may be assigned to teach a tutorial as their tenth (10th) course. Tutorials meet for two class periods per school week and are for the duration of the school year.

(b) Tutorial positions, if created and funded, shall be posted for five (5) school days in the teachers' lounges and workrooms. Qualified and interested teachers may apply for a tutorial assignment. All applicants will be considered for such assignment.

2. The parties recognize that the teaching schedule at the Regional High School and the Regional Middle School is the subject of ongoing evaluation, following the process detailed in item #3 of the Memorandum of Agreement.

3. The parties agree that before any change in the instructional schedule at the Regional High School or the Regional Middle School the following process shall have been completed:

A. No later than December 1 in a school year, a staff meeting would be held to share information about and gather feedback on a proposed schedule change for the following school year. The administration will provide a rationale for the change, and will communicate the implications for the following items:

- Instructional Time
 - Prep Time
 - Duty Schedules

B. Written feedback will be solicited following the staff meeting; if staff members choose to share their opinions, thoughts, and questions about the proposed change in schedule, this feedback will be due to the administration within two (2) weeks of the staff meeting.

C. Within one month of the due date for written feedback, this data will be compiled, and a summary will be shared with the faculty.

D. The current staff leadership structures (such as the Principal's Advisory Committee and the Teaching & Learning Group at the HS and the Leadership Team at the MS) will be accessed to analyze staff feedback and for detailed discussions of changing the schedule.

E. With the consultation of the Superintendent, the school administration will make and announce the decision on the change in schedule by February 1 of the school year prior to the change in schedule.

F. Any schedule which is adopted shall provide for one (1) preparation period on each full day of school which period shall be at least equal to that of a teaching period. If additional time and staffing permits, priority will be given to providing additional preparation time to full-time, core academic teachers.

Signed on this _____, 2012:

On behalf of the Amherst-Pelham
Education Association:

On behalf of the Amherst Pelham
Regional School Committee

On behalf of the Amherst School
Committee:

On behalf of the Pelham School
Committee:

MEMORANDUM OF AGREEMENT

The Amherst-Pelham Education Association and the Amherst Pelham Regional School Committee, the Pelham School Committee and the Amherst School Committee, desiring to provide a means for improving communication between them, hereby agree to the establishment, on a trial basis, of a Joint Committee on Labor Relations.

Said Committee will consist of four (4) Association representatives, appointed by the President of the Association, and four (4) representatives of the School Committees, which shall include the Superintendent of Schools. The representatives may be accompanied by representatives of their own choosing at any meeting.

The purpose of the Committee shall be: 1) to foster cooperative labor management relations through improved communication; 2) to seek to resolve issues which may arise which are of interest to the parties; and 3) where appropriate and mutually agreeable, to enter into agreements to effectuate the purposes and terms of the collective bargaining agreement.

The parties agree that meetings of the Joint Committee will be scheduled at least four (4) times per school year, with agenda items to be submitted in advance. Matters to be discussed may include, but will not be limited to, teacher professional development, curriculum, system-wide goals, and other matters of mutual interest.

If no agenda items are submitted, meetings may be canceled; meetings may also be added if the parties agree to do so. Otherwise, procedures governing the conduct of meeting will be established by the Joint Committee.

This agreement shall be subject to annual review and revision. Should either party desire to terminate this agreement prior to the annual review, it will notify the other party of its reasons for doing so. A proposal to terminate this agreement will not be effective for at least thirty (30) days, during which period the parties agree to meet at least once to discuss the matter and attempt to resolve it. At the conclusion of the thirty- (30) day period, the proposal to terminate may be withdrawn or implemented.

Signed on this _____, 2012:

On behalf of the Amherst-Pelham
Education Association:

On behalf of the Amherst Pelham
Regional School Committee

On behalf of the Amherst School
Committee:

On behalf of the Pelham School
Committee:

MEMORANDUM OF AGREEMENT

The Association agrees to waive any claims including but not limited to grievances and unfair labor practice charges (including withdrawal of MUP-11-1387) in connection with the School Committee(s) decision to withhold step increases pending negotiation of a successor agreement for the 2011-2012 school year. Upon execution of this agreement, the School Committee agrees to implement steps retroactively to the commencement of the school year.

The School Committee(s) agree that the decision to withhold step increases for the 2011-2012 school year pending negotiation of a successor agreement shall not constitute a precedent in any future negotiation or interpretation of the collective bargaining agreement.

Signed on this _____, 2012.

On behalf of the Amherst-Pelham
Education Association:

On behalf of the Amherst Pelham
Regional School Committee

On behalf of the Amherst School
Committee:

On behalf of the Pelham School
Committee:
