

PROFESSIONAL CONTRACT

BETWEEN

PEMBROKE SCHOOL COMMITTEE

AND

PEMBROKE TEACHERS ASSOCIATION
Pembroke.massteacher.org

2012-2015

TABLE OF CONTENTS

	Memorandum of Agreement	1
ARTICLE I	Preamble	2
ARTICLE II	Recognition	3
ARTICLE III	Grievance Procedure	4
ARTICLE IV	Group Insurance Plan	8
ARTICLE V	Sabbatical Leave Policy	11
ARTICLE VA	Reimbursement For Courses	12
ARTICLE VI	Dues Deductions	14
ARTICLE VII	Teachers' Aides	16
ARTICLE VIII	Teacher Working Day & Professional Responsibilities	16
ARTICLE IX	Nurses' Working Day & Working Year	21
ARTICLE X	Salaries	22
ARTICLE XI	Leaves--	
	General Provisions	24
	Bereavement Leave	25
	Professional Leave	26
	Personal Leave	26
	Religious Holy Days	27
	MTA Delegates	28
	Jury Duty	28
	Additional Leaves	28
	Maternity Leaves	28
	Child Rearing Leave	30
	Unpaid Leaves	30
	Family & Medical Leave Act	30
	Military Leave	34

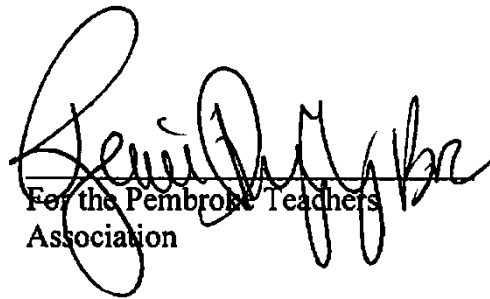
ARTICLE XII	Teacher Evaluation	34
ARTICLE XIII	Teacher Assignment	36
ARTICLE XIV	Vacancies and Promotions	36
ARTICLE XIVA	Reduction In Force	38
ARTICLE XV	School Committee Rights	39
ARTICLE XVI	Continuity of Operations	40
ARTICLE XVII	Severability	41
ARTICLE XVIII	Transfers	41
ARTICLE XIX	Duration	41
ARTICLE XX	General	42
APPENDIX A	Town of Pembroke Teacher Salary Schedule	45
	Salary Schedule 2012-2013	47
	2013-2014	48
	2014-2015	49
APPENDIX B	Athletic Department Salary Schedules	50
APPENDIX C	Extracurricular Stipends	56
APPENDIX D	Credit Union Authorization Form	58
APPENDIX E	Teacher Performance Standards	59
APPENDIX E-1	Criteria For School Librarian Evaluation	65
APPENDIX E-2	Criteria For Guidance Counselor Evaluation	67
APPENDIX E-3	Criteria For School Psychologist Evaluation	70
APPENDIX E-4	Evaluation Process For School Librarians, Guidance Counselors And School Psychologists	72

MEMORANDUM OF AGREEMENT

The Pembroke Teachers Association and the Pembroke School Committee hereby agree that all nurses employed in the Pembroke School System, as part of their employment responsibilities, shall secure certification in Cardio Pulmonary Resuscitation (CPR) and shall meet the requirements of maintaining that certification during the course of their employment by the Pembroke School Committee.

4?4£
F eSchool
Committee

Date: #



For the Pembroke Teachers
Association

Date: 08/16/12

ARTICLE I

PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Pembroke, and that good morale within the teaching and nursing staff of Pembroke is essential to achievement for that purpose, we, the undersigned parties to this Contract, declare that:
 - A. Under the laws of Massachusetts, the Committee, elected by the citizens of Pembroke, has final responsibility for establishing the educational policies of the public schools of Pembroke;
 - B. The Superintendent of Schools of Pembroke (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;
 - C. The teaching staff of the public schools of Pembroke has the responsibility for providing education of the highest quality;
 - D. School nursing is a highly specialized service contributing to and supporting the goals of education;
 - E. The professional nurse with his/her experience and knowledge of the changing growth and behavior patterns of children, is in a unique position in the school setting to assist the children in acquiring health knowledge, in developing attitudes conducive to healthful living, and in meeting their needs resulting from disease, accidents, congenital defects or psychosocial maladjustments;
 - F. Nursing provided as part of a school program for children is a direct, constructive and effective approach to the building of a healthful and dynamic society;
 - G. Nurses are directly responsible to the school administration or their designated intermediate;
 - H. Nurses are responsible for the maintenance of all records connected with the school health program;
 - I. Nurses are responsible for coordinating all clinics and other School-Community health programs with town, state, or federal agencies, during the normal working hours;
 - J. All nurses must participate in the Massachusetts Teachers Retirement System;

- K. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, the Principals, and the teaching and nursing staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching and nursing staff; and so,
- L. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II

RECOGNITION

The Committee recognizes the Association as the sole Collective Bargaining Representative for the following employees of the Pembroke School Committee for the purpose of bargaining with respect to wages, hours, and other conditions of employment:

- Unit A: All full-time and permanent part-time certified professional teachers. Part-time employees shall be entitled to the salary and fringe benefits provided by the provisions of this Agreement, on a pro-rated basis, based on the amount of time worked, unless specifically stated otherwise. Unless otherwise referred to, these employees shall be referred to as "teachers".

Employees not covered by the terms of this Agreement are: Superintendent, Assistant Superintendent, Business Manager, Director of Elementary Education, Principals, Athletic Director, other Supervisory and Administrative Personnel, Aides, Substitute Teachers, Chapter I Tutors and all other employees of the Pembroke School System.

- Unit B: Nurses
The Contract applies to Unit B only where specifically stated.

ARTICLE III GRIEVANCE

PROCEDURE

- A. **Definition:** For the purpose of this Agreement, a grievance shall be defined as a complaint between the Employer and the Association and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.
- B. **Time Limits:** All time limits herein shall consist of calendar days unless otherwise specified exclusive of legal holidays. The time limits indicated hereunder will be considered maxima unless extended by mutual agreement in writing. In the event a grievance is filed which cannot be resolved to the satisfaction of the Association prior to the termination of this Contract using the normal time limits set out herein, the Association may submit the grievance directly to arbitration in accordance with Level Four of this procedure.
- C. A grievance not initiated within the time specified shall be deemed waived. Failure of the Association to appeal a decision within the time limit specified shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the School Committee to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.
- D. **Level One.** A teacher or nurse with a grievance will present it, in writing, using the form attached hereto, to his/her Principal either directly or through the Association within thirty (30) days from the date of the alleged violation or from the date when the grievant should have reasonably become aware of said alleged violation. In the event that the teacher is not directly responsible to an individual Principal, then he/she will present it to his/her immediate supervisor.

Level Two. If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) school days after the hearing at Level I, the Association may present the grievance, in writing, using the form attached hereto, to the Superintendent.

Level Three. If the grievance is not resolved to the satisfaction of the grievant or the Association within ten (10) school days after the hearing at Level II, the Association may present the grievance, in writing, using the form attached hereto, to the School Committee. The grievance filed at Level III shall be the same grievance filed at Level II.

Level Four. If the grievance is not resolved to the satisfaction of the Association within thirty (30) school days after the hearing at Level Three, it may be referred for arbitration by the Association to an Arbitrator selected in accordance with the procedures of the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules then prevailing with the American Arbitration Association. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in

Paragraph A of this Article, and he/she shall have no power to add to, to subtract from, or modify in any way the terms of this Agreement. The Arbitrator will be without power or authority to make any decision or award violative of case law or the statutory law of the Commonwealth of Massachusetts or of the United States, or which requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement. For such matters as have been specifically excluded from the grievance and arbitration procedure, the arbitrator shall not be permitted to hold hearings or take evidence.

E. General Provisions:

1. The Association shall have the right to use in its presentation of any level of this grievance procedure, any representative or representatives of its own choosing.
2. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
3. The School Committee acknowledges the right of the Association to participate in the processing of a grievance at any level, in accordance with the grievance procedure.
4. Provided the parties to this Contract agree, Level One and/or Level Two of the Grievance Procedure may be bypassed and the grievance brought directly to Level Three.
5. No discrimination of any kind will be taken by the School Committee or the School Administration against any teacher or nurse because of his/her participation in this Grievance Procedure.
6. The School Committee and the Administration will cooperate with the Association in its investigation of any grievance.
7. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
8. If, in the judgment of the Association, a grievance affects a group or class of teachers or nurses, the Association may submit such a grievance, in writing, to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the Grievance Procedure even though the aggrieved person does not wish to do so.
9. All decisions rendered at Levels One, Two, and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the grievant and/or the Association.
10. The decision of the principal, subject to review and approval of the Superintendent or his/her designee, involving the assignment, transfer, or promotion of a teacher or

nurse, and the decision of the School Committee on any questions of educational policy shall not be subject to Arbitration.

11. For the purpose of processing grievances during the summer, days shall be computed based solely upon weekdays; i.e., Monday through Friday, with legal holidays excluded.
12. If, in the judgment of the Association, a grievance affects either a group or class of teachers, the processing of the grievance may be commenced by the Association at Level Two.
13. If a grievance is filed in response to some action taken by the Superintendent or Assistant Superintendent, it shall be instituted at Level Two. If a grievance is filed in response to some action taken by the School Committee, it shall be instituted at Level Three. In either instance, the grievance shall be instituted within twenty (20) school days from the date of the alleged violation or from the date when the grievant should have reasonably become aware of said alleged violation.

F. This Article shall apply to Unit B.

**PEMBROKE SCHOOL SYSTEM
PEMBROKE, MASSACHUSETTS**

GRIEVANCE FORM

TO _____ Date _____

GRIEVANCE: (State the nature of the grievance and Articles and Sections of the Agreement which have been violated.)

RELIEF SOUGHT: (State the relief sought.)

- Copies to
1. Management Representative
 2. Grievant
 3. Association

SIGNED: _____ (Association Representative)

ARTICLE IV GROUP

INSURANCE PLAN

A. The employees of the school department are eligible to participate in the Town's Group Insurance Plan, as it may be amended. Neither the Employer or Town will operate such benefit program, but the insurance company or companies (which may include Blue Cross and Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law and in the applicable insurance policies and contracts. The Employee shall contribute twenty-five (25%) percent towards the premium cost of the indemnity plan. The Employer shall be entitled to any dividends or refunds in connection with the plan. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance and arbitration procedures of this Agreement.

1. Effective July 1, 2012, the Town shall establish a Flexible Spending Medical Program (i.e. "Section 125" plans such as Pretax Insurance Premium Payments, Dependent Care Account Plan "DCAP" and Medical Care Account Plan "MEDCAP") and shall provide for and pay the one-time set up costs to implement the program. The Town shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement. The program shall include a voluntary debit card system. Employees may set aside funds up to a maximum amount as permitted under IRS regulations.
2. Effective January 1, 1991 employees shall pay twenty-five percent (25%) of the HMO premium cost.
3. Effective July 1, 2012, the following plan design features shall be established for the plans offered by the Town of Pembroke:

	<u>Network Blue Rate Saver HMO</u>	<u>HPHC Rate Saver HMO</u>	<u>Blue Care Elect PPO</u>
Deductible:	\$0	\$0	\$0
PCP Office Visit	\$20	\$20	\$15
Specialist Office Visit	\$35	\$35	\$20
Retail Clinic	\$20	\$20	\$20
Emergency Room:	\$100 (waived if admitted.)	\$100 (waived if admitted.)	\$100 (waived if admitted.)
Inpatient Admission:	\$250	\$250	\$250
Outpatient Surgery:	\$150	\$150	\$150
Radiology (MRI, PT, CT):	\$100	\$100	\$100
Radiation and Chemotherapy:	\$0	\$0	\$0
Outpatient Mental Health:	\$20	\$20	\$20
Preventative Services:	\$0	\$0	\$0
Prescription Drugs (30 day supply):	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45	Tier 1: \$10 Tier 2: \$25 Tier 3: \$45

Prescription Drugs (90 day supply):	Tier 1: \$20	Tier 1: \$20	Tier 1: \$20
	Tier 2: \$50	Tier 2: \$50	Tier 2: \$50
	Tier 3: \$90	Tier 3: \$90	Tier 3: \$90

With respect to the above-listed plan design features, it is the express intent of the parties to create an enforceable, binding agreement for only the duration stated herein, regardless of any potential or actual legislative changes to M.G.L. c. 32B, any provision of M.G.L. c. 32B generally or any provision of the General Laws and/or special acts.

Accordingly, the plan design features listed above shall be revoked, deleted and of no further effect on June 30, 2015. The Town of Pembroke may, at its sole discretion, invoke its rights under M.G.L. c.32B Sections 21-23, as amended under Chapter 69 of the Acts of 2011, in order to implement changes to the plan design features or plan offerings listed above that would take effect July 1, 2015. Alternatively, the Town, at its SOLE discretion, may elect to comply with any bargaining obligations consistent with the provisions of c.150E.

B. Teachers will be eligible to participate in payroll deductions for the following:

1. Rockland Credit Union
2. Plymouth County Teachers Federal Credit Union
3. United States Savings Bonds
4. Association Dental Insurance Plan
5. Washington National Disability Insurance Plan

C. Annuity Plan

1. The Committee will, at the written request of a Professional Employee, enter into an agreement with said employee to reduce the amount of his/her salary pursuant to Section 403 of the Internal Revenue Code, as amended and in accordance with G.L. c71, Section 37B, and to apply the amount of said reduction in salary to the purchase of a tax sheltered annuity plan for said employee, provided, however, that the Committee will not purchase any such contracts from a company unless the company has at least five (5) employees enrolled as members. All new companies must sell five (5) or more contracts before enrolling members, and all existing companies must have five (5) or more employees enrolled before they may add new members.
2. An employee may enroll in an annuity plan or change the amount of a payroll deduction for any annuity plan during the calendar periods listed below:

September 1-30
March 1-31

3. Deductions will be made in equal amounts each pay period by the Committee from the employee's pay check.
4. No change in the amount of the deductions shall be made except as set forth in paragraph 2 above. A policy may be canceled by an employee at any time during the school year. An employee who cancels a policy during the school year may not again participate in the tax sheltered annuity program until the dates established in paragraph 2 above.

D. Payroll Deductions

1. The School Committee shall certify to the Treasurer of the Town of Pembroke, payroll deductions pursuant to Section B above when duly authorized by employees of Unit A covered by this Agreement.
 2. Employees desirous of payroll deductions pursuant to Section B above shall certify to the Superintendent of Schools, not later than September 10, the amount of deductions desired for this purpose from each payroll check. The amount of said deductions shall remain constant and consistent for the contract period, except as provided below. In addition, teachers shall have the opportunity to join credit unions and/or dental or disability insurance plans in Section B, or to withdraw from the same, or to change the amount(s) of the deductions, to the extent permitted by the credit union and insurance carriers concerned, effective the payroll period following January 15, if notification is given, in writing, to the Superintendent of Schools prior to December 1.
 3. A standard form (attached hereto as Appendix C) will be used for payroll deductions authorization(s).
- E. In the event that the Collective Bargaining Contract is not settled prior to the commencing of the school year in which it is to be effective, one appropriate adjustment in any payroll deduction will be made available to the teachers to reflect the new Collective Bargaining Agreement.
- F. Any teacher who desires to join any payroll deduction plan specified in Section B above, who desires to withdraw from any said plan, or who desires to change the amount of any said payroll deduction, may do so in accordance with the dates and notification periods described in Section C, Subsection 2 or Section D, Subsection 2 of this Article.
- G. This Article shall apply to Unit B.

ARTICLE V

SABBATICAL LEAVE POLICY FOR THE PEMBROKE SCHOOL DEPARTMENT

- A. The purpose of sabbatical leave is to provide the opportunity for doing graduate study, research, and, in general, increase professional ability and competence.
- B. To be eligible for sabbatical leave, a professional staff member must have served in Pembroke in that capacity for a period of seven years prior to the requesting of said leave. A professional staff member shall be eligible for consideration for sabbatical leave after each seven full years of teaching service in the Pembroke School System in a professional position.
- C. All requests for sabbatical leave must be submitted for approval to the Superintendent on or before April 1st for leave during the first semester or the full school year, or on or before October 1 for leave during the second semester. These requests are subject to School Committee approval for the course of study and the School Committee will notify the applicant of their decision to grant or deny request for sabbatical leave not later than one week after the second regular meeting following receipt of the application.
- D. Either one full college semester or one full academic year of sabbatical leave may be granted at one-half the salary the staff member would ordinarily receive if he/she had remained in active service during the period of leave. For a teacher, "salary" shall include the total annual salary pursuant to Appendix A of this Agreement.
- E. The staff member's tenure, regular salary increments, Blue Cross and Blue Shield and status shall not be impaired as a result of the grant of a period of sabbatical leave.
- F. The staff member will enter into a written agreement with the School Committee that upon the termination of such leave, he/she will return to service in his respective school system for a period equal to twice the length of the leave and that in default of completing such service, he/she shall refund to his respective School Committee an amount equal to such proportion of salary received by him/her while on leave on the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- G. The decision of the School Committee shall be final and denial shall not be subject to the grievance and arbitration procedure.
- H. If the sabbatical leave request has been denied, the staff member may request and be granted a meeting with the School Committee after first meeting with the Superintendent of Schools.

- I. Staff members on Sabbatical Leave will be paid at fifty percent (50%) of their regular salary rate, provided that such pay, when added to any program grant, will not exceed the regular salary rate.

ARTICLE V-A

REIMBURSEMENT FOR COURSES

A. Professional Development.

1. Professional Development Council.

A Professional Development Council (“PDC”) will be established to assess the current professional development program and make recommendations to the Superintendent to develop a district-wide professional development plan. The PDC may include members of the Curriculum Council plus up to three additional bargaining unit members designated by the Association and up to three additional representatives of administration designated by the Superintendent of Schools.

The PDC may also make recommendations to the Superintendent regarding investments in curriculum that will allow teachers to use their preparation time more effectively and efficiently.

If both the Association and the Superintendent are satisfied that the existing structure and membership of the Curriculum Council represents their interests, they may choose to allow the Curriculum Council to serve as the group responsible for professional development planning and forgo the formation of a separate Professional Development Council. If, at any time and for any reason, either party determines that a PDC is necessary, it will be formed as outlined above and assume the responsibility for professional development planning

The guiding principles upon which the PDC shall make recommendations to the Superintendent include the following:

The PDC may survey teachers to assess their professional development point needs.

The professional development plan shall align with district goals and mission.

The PDC shall plan out compliance with statutory obligations.

The professional development plan may include in-house course offerings and/or on-site graduate level coursework. The offerings and/or coursework may be offered during non-classroom hours. The plan may also offer summer and/or weekend opportunities for professional development.

2. Administration shall provide annual notice to individual teachers of district-issued PDPs.
3. Administration shall make every effort to provide teachers with information about his/her individual professional development plan responsibilities and the district's professional development plan.
4. Administration shall review the individual professional development plan with each teacher every two (2) years.

B. Course Reimbursement.

Teachers will be reimbursed for tuition and registration costs for courses granting at least two (2) credits and/or for the costs of pre-approved professional development activities outlined below, up to a maximum of \$1,200 or the cost (tuition and fees) of one three-credit course at Bridgewater State College, whichever is greater, per contractual year per teacher, provided such credit(s) are earned in an approved area subject to the following conditions:

1. In order for a course to be reimbursable, the course must be given the prior approval of the Superintendent of Schools, and unless he deems otherwise, shall be a Graduate Level course.
2. All course work must be taken at colleges and universities accredited by a regional or national accrediting association. However, special courses may be taken at other institutions subject to prior approval of the Superintendent of Schools.
3. No reimbursement shall be made until an official transcript of the course and semester hours earned is received from the institution by the Superintendent of Schools. No reimbursement shall be made unless a Grade of B or 3.0 is obtained in said course. In those cases where institutions' grading system is on a pass-fail basis, a pass grade shall satisfy the requirement of this section.

Providing the advance approval of the Superintendent or his/her designee is obtained, the Committee will pay the reasonable expenses including tuition and fees incurred by teachers who attend in-service training courses, courses, on-line courses, workshops, seminars, conferences, or other professional improvement sessions. Reimbursement hereunder including payments for course credits outlined above is subject always to the above-referenced maximum per contractual year per teacher.

The total payments made by the Committee pursuant to the provisions of this Article shall under no circumstances exceed the sum of sixty thousand dollars (\$60,000) during any one contractual year.

Of the \$60,000 total sum, \$30,000 shall be set aside to fund courses and professional development activities outlined above that are approved by the Superintendent and scheduled to

begin between July 1 and December 31. Another \$30,000 shall be set aside to fund courses and professional development activities outlined above that are approved by the Superintendent and scheduled to begin between January 1 and May 31. In each period, \$10,000 out of the \$30,000 shall be set aside for teachers who are working on a first Master's degree or those teachers who are in the fifth year of the recertification cycle who do not have enough PDPs to recertify. The \$10,000 sum shall be referred to as the "First Master's / Recertification Pool." If the First Master's / Recertification Pool is exhausted in either period, teachers in this category may be reimbursed from the remaining general pool.

The approved reimbursement amount shall be subtracted from the applicable reimbursement pool when the Superintendent approves a course. If no available funds remain in the applicable pool when a teacher submits a course for approval, the teacher shall be notified by the Superintendent that insufficient funds are available for reimbursement at that time.

As of June 1 of each year, any remaining sum of money that has not been set aside from the two First Master's / Recertification Pools or the two general pools shall be placed in a Final Reimbursement Pool. Any teacher who had submitted a course for approval, but was denied approval for reimbursement due to insufficient available funds shall be reimbursed from the Final Reimbursement Pool in the order in which their course(s) were approved to the extent funds remain available and always subject to the maximum per teacher per contractual year. At this time, teachers may also submit for approval of courses scheduled to begin before July 1 and be reimbursed to the extent funds remain available and subject to said individual cap.

This Article shall apply to Unit B.

ARTICLE VI DUES

DEDUCTIONS

- A. The Committee hereby accepts the provisions of Section 17C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the Town of Pembroke all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Agreement.
- B. A standard form (below) will be used for dues deduction authorization.

"DUES DEDUCTION AUTHORIZATION CARD"

Name _____

Address _____

I hereby request and authorize the School Committee of the Town of Pembroke to request the Treasurer to deduct from my earnings and transmit to the Associations checked below an amount sufficient to provide for regular payment of the membership dues as certified to the Treasurer by such Association (here insert the amount and intervals of payments over the remainder of the school year and the succeeding school year), such deductions to be made (here insert the payroll periods in which deductions are to be made). I understand that the Committee will discontinue such deductions if I give the Committee sixty (60) days' advance written notice to do so and that I may give such notice at any time. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Committee and the Town and all their respective officers from any liability therefore.

Teacher Organization:

- Pembroke Teachers Association ()
- Mass. Teachers Association ()
- National Education Association ()

Date _____ Teacher's Signature

C. A member of the bargaining unit, who is not a member of the Association, shall be required to pay to the Association a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. Said fee shall be paid to the Association within thirty (30) days from the start of the school year or within thirty (30) days from the date of hiring, whichever comes later, unless the agency fee payer elects payroll deduction as the method of payment. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect and shall be promptly transmitted to the Association. A member of the bargaining unit who is not a member of the Association and who chooses not to pay the agency fee shall be suspended without pay for five (5) days.”

D. This Article shall apply to Unit B.

ARTICLE VII

TEACHERS' AIDES

The Committee and the Association recognize that the provision of an adequate number of competent teacher aides to carry forward the needs of the Pembroke School System, to provide effective educational programs as determined by the Committee, is a management prerogative for which the School Committee is responsible to the students and citizens of Pembroke. Therefore, the Committee and the Association agree that this determination shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE VIII

TEACHER WORKING DAY AND PROFESSIONAL RESPONSIBILITIES

The Committee and the Association acknowledge that a teacher's primary responsibility is to engage in professional activities related to learning with the understanding that children learn in a variety of ways during the school day and his/her energies should be directed and utilized to this end.

- 8.1 Classroom teachers on the classroom salary schedule shall report twenty (20) minutes before the formal opening of school and remain thirty (30) minutes after the formal closing thereof (except in cases where special supervisory responsibilities are necessary to provide for the safety of pupils). The starting and dismissal time for students shall be established by the School Committee, provided, however, that no change in the student schedule will increase the length of the teacher day as defined above, and further provided that in the event the teacher day is to be lengthened by the Committee, the additional time to be lengthened shall be negotiated with the Association. On Friday, and on the day before a long weekend or vacation, teachers who do not have supervisory responsibilities may leave fifteen (15) minutes after the formal closing of school. A teacher may request to work the additional fifty (50) minutes per day beyond the formal opening and closing of school on a flexible schedule. Any requests shall be made to the building principal. Requests may be approved by the building principal at his/her sole discretion.
- 8.2 The work year of teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30th, but will, in no event, be longer than five (5) days more than the number of days when pupils are required to be in attendance by State Law. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, and any other days on which teacher attendance is required.

- 8.3 Teachers may be required to attend five (5) evening meetings each school year. Evening meetings will not be scheduled on successive days except in cases beyond the control of the Administration. Parent conferences shall not be scheduled to begin after 8:45 p.m.
- 8.4 Teachers may be required to attend staff meetings in the afternoons on non-early release days; the administration shall use its best efforts to schedule such meetings so they begin no later than fifteen (15) minutes after the end of the student day. There shall be no more than two (2) such staff meetings per month, each of no more than sixty (60) minutes duration, except in a year when the Pembroke Public Schools are undergoing accreditation (NEASC). In a NEASC year, there shall be no more than three such meetings per month with one of the following formats being used: 1) two meetings of 45 minutes in duration, and one meeting of 90 minutes in duration, or 2) two meetings of 60 minutes in duration and one meeting of 45 minutes in duration or, 3) three meetings of 45 minutes in duration. A minimum notice of two school days is required; however, a four day prior notice is required for any meeting of 90 minutes in duration. These notification periods shall not apply in the event of an emergency.
- 8.5 Elementary teachers will have an average of thirty (30) minutes of uninterrupted lunch. In averaging out the lunch period, the normal time period within which to compute the average will be two weeks; however, this averaging period could be longer where reasonable under the circumstances. Secondary teachers will have a duty free lunch period equal in length to that of the regular student lunch period.
- 8.6 Elementary teachers shall not have outdoor recess duty in the mid-morning period. When indoor recesses are required by circumstances, teachers, by mutual arrangement, may elect to provide or divide coverage for two classrooms. It shall be understood that all other time shall be spent in performing assigned duties in instructional areas. Administration shall provide reasonable support for classroom teachers while the classroom teacher administers developmental reading assessments (DRAs) to individual students. The classroom teacher shall be notified about the scheduling of coverage as far in advance as practicable and as necessary.
- 8.7 The time for the teacher to be in attendance before class time and after pupil dismissal shall be used primarily for preparation, special help, and teacher consultation.
- 8.8 Teachers will not be responsible for the keeping of class registers. Elementary teachers may be requested to cooperate with the collection of insurance monies and picture monies.
- 8.9 Teachers shall be qualified to teach all school subjects which they are assigned to teach and shall be qualified to implement all educational programs in effect in the Pembroke Public Schools. In the event that the Principal and Supervisory Personnel, in their opinion, feel that a staff member is not qualified to carry out the educational program for the grade level and/or subject area to which he or she may be assigned, said teacher shall take necessary courses prescribed by the Principal and Supervisory Personnel to implement and carry out the educational program in a satisfactory manner. Such courses

shall be subject to one hundred percent (100%) reimbursement for tuition and books and shall meet the requirement of Appendix A, Section 1, and shall not include courses in elementary art, elementary music, and/or elementary physical education.

- 8.10 Teachers may be required to stay at school beyond their normal work day for one (1) hour per week for the purpose of assisting students for special help.
- 8.11 All participation in extracurricular activities (e.g. clubs, athletic coaching, Nature's Classroom, and similar activities taking place outside the regular workday) is voluntary. Payments for advisors and coaches of some extracurricular activities shall be in accordance with schedules provided in this contract. Those advisors and/or coaches on a pay status shall hold such positions for one (1) year. The Committee retains the right to decide who may receive paid positions as coaches and/or advisors from year to year. All coaches shall be required to be CPR certified.
- 8.12 In the assignment of extra duties, these duties shall be distributed equitably between the regular teachers and specialists.
- 8.13 The Committee shall schedule no less than ten (10) preparation periods every ten (10) school days exclusive of field trips. When a teacher receives a preparation period, it shall be used by the teacher exclusively as his/her preparation period. The school administration shall provide each teacher with no less than forty (40) minutes of preparation time per period. The preparation time described above shall be in addition to the lunch period set forth in 8.5 and in addition to time described in 8.7. Whenever a teacher is provided with the required number of preparation periods of at least forty (40) minutes in duration in any ten (10) school day period, one (1) such period per week may be used as common planning time. In the event that the administration fails to provide any teacher with the required number of forty (40) minute preparation periods in any ten (10) school day period, such teacher(s) will be excused from common planning time during the next succeeding ten (10) school day period unless compensated pursuant to paragraph 8.28 below for each common planning period which she/he is required or volunteers to attend during said ten (10) school day period. In the event a teacher has been excused from a common planning period, said teacher shall not be required to complete work that may have been covered during the common planning period without additional preparation time being provided. Any information that may have been disseminated to staff during the common planning period shall be provided to the excused teacher by building administration. During any common planning period, administrators may convene, attend, establish the agenda and/or chair the common planning period, which shall be utilized to discuss relevant curriculum, instruction, standardized testing or planning issues.
- 8.14 The Committee recognizes the value of preparation time for elementary art, music, health and physical education teachers and, to that end, agrees to work toward providing such teachers with at least two (2) uninterrupted such periods per week. In the event the Committee is unable to provide said teachers with the preparation periods outlined above,

said teachers shall be compensated at the rate of one-fourth (1/4) the rate of pay for short-term, daily substitutes per preparation period for each such period not so provided.

- 8.15 The Committee and Association recognize the specific needs and nature of the position of guidance counselor and agree that a counselor's responsibilities generally entail the performance of duties and the expenditure of time beyond the teacher work day. To this end, the following conditions of employment shall be effective.
- a. Except as set forth below, the guidance counselor's workday shall be the same as that of classroom teachers as set forth in this Article.
 - b. Guidance counselors will not have a preparation period.
 - c. Guidance counselors will remain in the building, available to parents and students for one (1) hour beyond the end of the student day on one (1) day each week (Monday through Thursday) on a schedule mutually established with the principal of each school. At the start of the school year, counselors shall publish their scheduled times of availability each week to their assigned students and shall make themselves available at such published times unless no requests for any appointments on a given day have been received prior to the end of the work day immediately preceding the appointment day.
 - d. The guidance counselor's hours during the school year shall include the equivalent of two (2) additional extended days or evenings per month. Extended days or evening schedules will be established by the principal of each school and/or the director of guidance, in consultation with the guidance counselor, but shall be limited to no more than four (4) hours per month. It is understood by the parties that evening schedules may be established for scheduled events such as college fairs or open houses; however, such evening times shall not be scheduled as office hours.
 - e. Guidance counselors shall work five (5) additional days before the teachers' work year and five (5) additional days after the teachers' work year. At the discretion of the Superintendent or his/her designee, any or all of the additional ten (10) days may be worked during the school year.
- 8.16 Middle school and high school classroom teachers will not be assigned to more than twenty-five (25) teaching periods per week, and will have at least five (5) duty-free preparation periods and up to five (5) duty periods per week. If a teacher who has reported for duty is required to be absent from an assigned period, class or the equivalent or is absent from the same due to an emergency, illness or injury, teachers who have an unassigned period, class or the equivalent may be required to cover the class or period of the absent teacher. Such assignments will be made on a rotating basis.
- 8.17 Middle school teachers of special subjects (art, music, physical education, health, tech ed, computer applications, family and consumer ed, business, theater/performing arts, reading, reading specialists, speech specialists, learning disabilities, etc.) may be assigned up to five (5) teaching periods per week in addition to those normally assigned pursuant

to paragraph 8.16 above and in lieu of duty periods. In the event that any change is made to the number of teaching periods in lieu of duty periods of middle school teachers of special subjects, the parties agree to bargain the impact of the changes prior to implementation.

- 8.18 Middle school team and common planning times will be considered as required duties and may be assigned up to three (3) times per week in lieu of duty periods. Administration may convene, attend, establish the agenda, and/or chair team and common planning time periods.
- 8.19 Teachers normally assigned to less than twenty-five (25) teaching periods and five (5) duty periods per week shall have their annual salaries reduced proportionately.
- 8.20 Middle and high school teachers (other than those employees listed in Paragraph 8.17 above) may volunteer to be assigned an overload of up to five (5) additional teaching periods beyond those assigned per week. Such a teacher teaching a total of thirty (30) teaching periods per week per school year shall have his/her annual salary increased by one-sixth (1/6); teachers teaching more than twenty-five (25) but less than thirty (30) teaching periods per week per school year shall be paid an appropriate proportionate salary based upon the number of additional periods taught per year.
- 8.21 Every effort will be made to avoid assigning Middle and high school teachers to teach more than two (2) certification areas and/or to have more than three (3) teaching preparations within each certification area at any one time. Preparations shall not be construed to mean ability levels within a given classroom.
- 8.22 The administration may assign a teacher from a volunteer list to teach a class period of an absent teacher if such absence occurs during the volunteer's preparation period. Teachers who volunteer shall be paid at the rate of one fourth (1/4) the rate of pay for short-term daily substitutes per class period. Administration may assign a guidance counselor to cover the class of an absent teacher only if every teacher on the volunteer list declines the administrator's request to teach the class.
- 8.23 Teachers shall not leave their buildings during unassigned periods without permission from the building principal.
- 8.24 Secondary teachers may be assigned to detention coverage. Assignments will be made on a rotating basis. Secondary teachers supervising non-paid co-curricular or extracurricular activities shall not be assigned to detention coverage (unless said activity meets during an activity period.) The principal shall determine the existence of co-curricular and extracurricular activities.
- 8.25 Members of the bargaining unit required to work additional days beyond the maximum work year set forth in this Agreement will be compensated at a per diem rate calculated by dividing their total annual salary (including any applicable longevity pay and/or salary

differential, such as the guidance differential) by the total number of work days in their maximum work year. A day's pay, if deducted, shall be at the same rate.”

- 8.26 A Master Schedule Committee shall be established and shall be comprised of four (4) members designated by the Association and four (4) members designated by the Superintendent. The Master Schedule Committee shall review the operation of the middle and high school master schedules following each of the first and second years of their operation. The Committee shall have the power to make recommendations for the improvement and/or alteration of such schedules to the parties. Thereafter, the parties agree to meet and to consult concerning such recommendations with the understanding that changes agreed upon by the parties may be implemented in the appropriate school year following receipt of the same.
- 8.27 The Administration will provide teachers with a written Professional Development Points Certificate for activities that may qualify for the same in accordance with Department of Education regulations.
- 8.28 Except as expressly provided above, in the event the Committee is unable to provide teachers with the preparation time as required by this article, said teachers shall be compensated at the rate of one fourth (1/4) the rate of pay for short-term, daily substitutes per preparation period for each such period not so provided.

ARTICLE IX

NURSES' WORKING DAY AND WORKING YEAR

- A. Nurses who may be required to work beyond the normal work week, excluding lunch, shall be paid straight time on an hourly basis in proportion to their annual salary. Administration shall provide reasonable clerical assistance to school nurses on an as-needed basis.
- B. The work year for nurses will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30th, but in no event be longer than five days more than the number of days when pupils are required to be in attendance by State Law. The work year shall include days when pupils are required to be in attendance, orientation days at the beginning of the school year, and any other days on which teacher/nurse attendance is required. It is the intent of administration to better manage the Summer paperwork and other administrative duties associated with the students' medical needs. In lieu of the four professional development days offered to school nurses during the work year, the four days may be worked at the end of or prior to the start of the school year by mutual agreement between the nurse and the administrator.
- C. All nurses shall be reimbursed for mileage incurred, as directed, in connection with his/her duties as a school nurse. For reimbursement purposes, the per mile allowance

shall be the same rate in existence for other professional personnel and shall not be less than twenty cents (20¢) per mile. Such reimbursement shall be filed monthly indicating the date and destination for which reimbursement is requested.

ARTICLE X

SALARIES

- A. Teachers will be paid every other Tuesday while school is in session (September 1 to June 30), if permissible by law and not in conflict with other Articles contained in this Agreement.
- B. It is agreed that paychecks will be distributed on the earliest Tuesday in September that is both practicable and permissible by law.
- C. Teachers shall have the option of receiving salary payments in either twenty-one (21) or twenty-six (26) equal biweekly installments. Teachers shall elect a payment option each year on the first day of school on a form provided by the office of the Superintendent.
- D. The School Committee reserves the right to hire any non-teaching personnel at higher step than minimum if, in the opinion of the Committee, the applicant possesses some skill beneficial to the System.
- E. Annual longevity payments will be made to employees who have completed the prescribed number of years of continuous service in the Pembroke Public Schools as stated below. Only employees on active paid status for at least ninety-two (92) work days shall be credited with a year of service and shall receive the longevity payment. Employees hired from the Silver Lake Regional School District as a result of Pembroke's withdrawal from the Region and who began work for Pembroke during the 2004-2005 school year shall have their continuous service in both systems counted for the purpose of longevity entitlement hereunder.

Effective July 1, 2012 increase the longevity payments by \$250 as follows:

<u>Years of Service</u>	<u>Longevity Payment</u>
10	\$750
15	\$1,000
20	\$1,200
25	\$1,500

Continuity of service shall be considered broken only for the following reasons:

1. discharge;
2. resignation;
3. retirement;
4. layoff without recall for more than fifteen (15) months;
5. failure to report for duty pursuant to a notice of recall under Article XVA of this Agreement, and
6. failure to report for duty at the expiration of a leave of absence unless an extension of said leave has been granted by the School Committee.

The longevity payment shall be added to the annual salary of eligible employees and paid pursuant to Section C above.

F. Severance Pay

1. Teachers shall be compensated for one-half (50%) of all accumulated unused sick leave at the rate of thirty-five dollars (\$35.00) per day, following a period of continued professional service of twenty (20) or more years in the Pembroke School System, upon presentation of evidence of permanent retirement under the terms of the Massachusetts Teachers Retirement System, or upon death. In the event of death, payment will be made to the estate of the deceased.
2. A teacher must have ninety (90) days of accumulated unused sick leave at the time of retirement or death to be eligible for payment under this section.
3. Teachers who wish to redeem severance pay must give written notice to the Superintendent. If written notice is given by November 1, every reasonable effort will be made to make payment by June 30 but in any event not later than August 15. If notice is given after November 1, then payment will be made by August 15

4. Continued professional service shall be broken only for the same reasons stated in Section E of Article XI herein.

G. This Article shall apply to Unit B.

ARTICLE XI

LEAVES

A. GENERAL PROVISIONS.

Teachers absent during the school year because of personal illness, disability, or quarantine, and reported in accordance with procedures established by the Superintendent of Schools, shall receive full pay for fifteen (15) days of such absence during the school year. These days shall be earned at the rate of one and one-half days per month during the salary contract period from September through June. Unused sick leave may be accumulated up to one hundred and ninety-five (195) days. The accumulated sick leave days may be used only upon the exhaustion of the teacher's current year pro-rata accumulation.

1. Sick leave shall be granted and taken only as the teacher is prevented from working because of sickness or injury of the teacher. In addition to absences for personal illness or injury, teachers will be entitled to a maximum of five (5) days' leave per year per employee, to be deducted from sick leave, to be used when serious illness of a member of the immediate family or a member of the permanent household requires personal care by the teacher. For such leave, a statement of circumstances shall be submitted by the teacher to the Superintendent or his/her designee. For the purposes of this subsection, "immediate family" shall be the same as defined in Section B, Subsection 1 below.
2. A doctor's certificate may be required by the Superintendent for benefits under the Sick Leave Plan. The School Committee may require a doctor's certificate from a doctor of its own choosing at its own expense.
3. The Committee agrees to notify each teacher at the beginning of the school year of the number of accumulated sick leave days the teacher has as of that date, upon request by the teacher.
4. Sick Leave Bank
 - a. A Sick Leave Bank shall continue in effect for use by members of the Professional Staff covered by this Agreement. The purpose of the bank will be to provide extended sick leave coverage to any member of the bargaining unit who has exhausted his/her personal sick leave.

- b. The bank will be administered by a Committee of four – two members representing the Association, and the other two members representing the School Committee. All requests for the use of days shall be directed to this Committee and shall include a doctor's note, and the decision of the Committee shall be final and not subject to the grievance and arbitration procedure. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty days. Upon completion of the thirty day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. There shall be a life-time cap of one hundred eighty-four sick leave bank days for each employee.
 - c. When the number of days in the Sick Leave Bank is reduced to fifty (50) days all employees in the bargaining unit will be assessed an additional day which will be deducted from their annual sick leave. Additionally, any teacher who has accumulated the maximum number of sick days may donate up to an additional two (2) days from his/her annual entitlement of fifteen (15) days to the Sick Leave Bank by so notifying the Superintendent in writing. Sick days in the bank will carry over from year to year, however, shall not exceed a maximum of three hundred (300) days
5. Teachers new to the Pembroke Public Schools who commence their employment at the start of the school year shall have the opportunity of drawing the sick leave days for the months of September and October at the start of the school year. The balance of sick leave days shall be earned at the rate of one and one-half days per month for the period November through June.

B. **BEREAVEMENT LEAVE**

1. Five (5) consecutive calendar days (i.e. whether or not working days) of bereavement leave shall be granted to an employee upon the death of anyone in the employee's immediate family. A maximum of five (5) consecutive days' leave with pay will be granted for each individual and separate bereavement during the school year. This time shall not be deducted from, but shall be in addition to any other leave provisions. For purposes of this Section, immediate family is defined as: the employee's spouse, child, grandchild, mother, father, parent-in-law, brother, sister, and/or grandparent.
2. All teachers who have a death in their spouse's immediate family, including and limited to said spouse's brother, sister, grandparent, niece or nephew, aunt and uncle or in said teachers own family including, and limited to said teacher's aunt, uncle, sister-in-law, brother-in-law, niece, or nephew, shall be allowed paid leave for the day of the funeral only. The Superintendent may, in his sole discretion, grant additional bereavement leave under unusual circumstances. Said decision by the Superintendent shall not be subject to the grievance and arbitration provisions of this Agreement.

C. **PROFESSIONAL LEAVE.**

There shall be a Professional Leave Committee, comprised of the Superintendent of Schools (or his designee), and two teachers/nurses to be appointed by the Association. This Committee shall be charged with the responsibility of developing guidelines for securing professional leave days and shall evaluate those requests submitted. The Superintendent of Schools, upon the recommendation of the Professional Leave Committee, may grant two days' leave of absence with pay to any member of the professional staff for the purpose of visiting other school systems or for attending conferences, workshops, etc., which are directly related to the instructional program. Additional professional leave may be granted any member of the Professional Staff if such leave is in the best interest of the Pembroke School System. Denial of any request shall not be subject to the Grievance Procedure or arbitration provisions contained in this Contract.

D. **PERSONAL LEAVE**

- 1a. It is understood that absence of the teacher interrupts the education process and must, therefore, be held to a minimum. It is agreed that teachers will make every effort to attend to their personal business on non-working days or during non-working hours and that a request for personal leave will be submitted only after every effort has been made to schedule such business so as not to interfere with the teaching commitment. The Superintendent may grant a teacher three (3) days leave of absence with pay each school year for the purpose of conducting such necessary and important personal business, including (1) court and legal proceedings; (2) real estate closing; (3) summons by governmental agencies; and/or (4) personal / family obligation that cannot be scheduled during non-working hours. The teacher shall submit a timely written request in advance, normally at least forty-eight (48) hours prior to the taking of such leave. In the event of an emergency, a telephone call to the Superintendent or his/her designee may be accepted by him/her in lieu of the written request; however, such written request must be filed as soon thereafter as reasonably possible.
- 1b. Personal days will normally not be authorized on days preceding or following school holidays, vacations, or the beginning or end of the school year; however, exceptions to this policy may be made at the sole discretion of the Superintendent. Personal leave is to be considered personal, and as such, no explanation is necessary, except as indicated by the teacher's signature on the request form. This time shall not be deducted from sick leave provisions.
2. If an employee does not use any of the personal leave days available to him/her during a school year, days will not be carried over to the next year, however, one (1) of the three (3) personal leave days available to him/her in the next school year will not be subject to the restrictions set forth in D.1.b., provided that the

employee stills submit a timely written request form. This time shall not be deducted from sick leave provisions.

LEAVE REQUEST AND APPROVAL FORM

Name: _____

Position: _____ School: _____

Number of Days Requested: _____

Date Requested: _____

By signing below, I do hereby verify that the request for personal leave is for the purpose of conducting such necessary and important personal business, including (1) court and legal proceedings; (2) real estate closing; (3) summons by governmental agencies; and/or (4) personal / family obligation that cannot be scheduled during non-working hours.

Signature: _____ Date: _____

E. **RELIGIOUS HOLY DAYS.**

All teachers shall be allowed a period of time not to exceed two school days with pay during any school year for the purpose of observing Religious Holy Days, subject to the following provisions:

1. The Holy Day is observed on a day in which school is in session.
2. Observance of the Holy Day is required by one's faith.
3. The Holy Day must be one which has been universally celebrated by custom and tradition.
4. The teacher must work both his/her last scheduled work day immediately preceding the Holy Day and his/her next scheduled work day immediately following the celebration of the Holy Day, unless his/her failure to do so is excused for justifiable reason by the Superintendent of Schools.
5. This time shall not be deducted from, but shall be in addition to any other leave provisions.

F. **MTA DELEGATES.**

The Committee shall grant one (1) day's leave of absence, with pay, minus the cost of a substitute for up to five (5) elected delegates to attend the Massachusetts Teachers Association Annual Meeting. The Association will reimburse the delegate(s) for the cost of hiring a substitute. This time shall not be deducted from, but shall be in addition to, any other leave provisions.

G. **JURY DUTY.**

Teachers who serve on jury duty shall be paid their full salary. If the teacher receives any per diem payment from the Commonwealth, said payments shall be signed over to the Committee.

H. **ADDITIONAL LEAVES.**

The Superintendent may, in his/her sole discretion, grant additional paid and/or unpaid leaves of absence. Decisions of the Superintendent relative to Section H, Additional Leaves, are grievable through Level 3 of the Grievance Procedure but shall not be subject to Arbitration.

I. **MATERNITY LEAVE**

1. A leave of absence, without pay or increment, may be granted for maternity purposes to full-time female professional employees on the terms and conditions set forth herein.
2. A pregnant teacher who requests a leave under this paragraph should notify the Superintendent in writing of her anticipated date of departure and intention to return preferably three (3) months prior to, but in no event less than two (2) weeks prior to, his/her anticipated date of departure. At the time of this notification, the employee will select one of the following two (2) options:
 - Option A. A full-time teacher on tenure or a nurse who has completed three (3) years of continuous service may be granted an extended maternity leave without pay or increment but with entitlement to sick leave benefits for disability resulting from childbirth during this period of leave under the conditions set forth in Article XII, Paragraphs A.1. and A.2., as applicable.
 - Option B. A female full-time employee who has been employed by the Pembroke School System for at least three (3) consecutive months shall be granted a Massachusetts Statutory Maternity Leave (MGL Chapter 149, Section 105D) without pay or increment, but with entitlement to sick leave

benefits for disability resulting from childbirth during the period of such leave under the conditions set forth in Article XII, Paragraphs A.1. and A.2., as applicable.

3. The provisions of Option A are as follows:
 - a. The duration of such maternity leave shall be for a period of less than two (2) years from the date of its commencement.
 - b. At the time the employee requests his/her maternity leave as heretofore described, he/she shall select a return date which coincides with the commencement of a school year, which date shall be less than two (2) years from commencement of his/her leave.
 - c. The employee must notify the Superintendent, in writing, on or before April 1 of the school year preceding the selected return date, of his/her intention to return to duty at the expiration of his/her leave. If the employee fails to so notify the Superintendent, in writing, or does furnish written notice and fails to return to duty at the expiration of his/her leave, he/she shall be deemed to have resigned.
 - d. When the employee returns to work at the beginning of a school year, as prescribed above, he/she shall be assigned to a position for which he/she is qualified.

4. The provisions of Option B are as follows:
 - a. The duration of such maternity leave shall not exceed eight (8) weeks from the date of its commencement.
 - b. At the time the employee requests her maternity leave as heretofore described, she shall select and notify, in writing, the Superintendent of her anticipated date of return. If the employee fails to so notify the Superintendent in writing, or does furnish written notice and fails to return to duty at the expiration of her leave, she shall be deemed to have resigned.
 - c. An employee who has complied with all of the above prescribed conditions shall be, upon her return, returned to her original position with the same status, pay, length of service credit, and seniority, wherever applicable, as of the date of the commencement of her leave.
 - d. A copy of MGL, c.149, s. 105D shall be posted in each faculty room of the Pembroke School System.

J. CHILD REARING LEAVE.

A tenured teacher or a nurse who has completed three (3) continuous years of service shall be granted a leave of absence without pay or increment for one (1) school year for the purpose of child rearing under the following conditions:

1. The one (1) year child rearing leave shall be for one (1) full school year from September 1 through June 30.
2. The employee must notify the Superintendent, in writing, by March 1 of the employee's intention to take a child rearing leave during the following school year.
3. An employee must return to work for a period of one (1) year after taking a long-term maternity leave under Option A before said employee will be eligible for child rearing leave.

K. UNPAID LEAVES

1. Any teacher whose personal illness extends beyond the period of compensation may be granted a leave of absence without pay for such time as is necessary for recovery from the illness.
2. Other leaves of absence without pay may be granted by the Committee, and all unused accumulated sick leave to which a teacher was entitled at the time his/her leave of absence commenced, will be restored to him/her upon his/her return.
3. All requests for extensions or renewals of leaves will be applied for and responded to in writing.

L. This Article shall apply to Unit B.

M. FAMILY MEDICAL LEAVE ACT

1. The parties agree that the following procedures and understandings shall be applicable to leave requests pursuant to The Family and Medical Leave Act of 1993 (*hereinafter "FMLA" or "the Act"*):

a. Eligibility

1. FMLA leaves will be available to all bargaining unit employees who have worked for the Pembroke Public Schools for at least twelve (12) months and who have worked at least 1,250 hours during the twelve (12) month period immediately preceding the date of commencement of the leave requested.

2. Such leaves may be available:

- (a) To care for a newly born son or daughter, a newly adopted or new placed foster child; or
- (b) To care for a son, daughter, spouse or a parent who has a serious health condition; or
- (c) To deal with the employee's own serious health condition if the Employee is unable to perform the functions of his or her position.

All definitions of applicable terms such as, but not limited to, " spouse", "son", daughter", "parent", "serious health condition", "health care provider" as used in this Article shall be as such terms are defined in the Act itself. Nothing herein shall be construed to conflict with any applicable provisions of the FMLA.

3. Eligible employees shall be entitled to up to twelve (12) weeks of leave during the twelve (12) consecutive month period beginning with the commencement of the leave, subject always to compliance with all applicable conditions set forth below. Normally, days and/or weeks of such leave must be taken consecutively.

4. " In loco parentis" relationships must be expressly described by a statement in any FMLA leave request indicating that the applicant is responsible for the care of the person concerned "in place of a parent".

b. Notice Requirement

Eligible employees must provide at least thirty (30) days prior written notice of any request for such leave when the need for such leave is foreseeable such as for the expected birth or placement of a child or planned medical treatment(s). Notice of such leave must be given as soon as practicable if such thirty (30) days prior notice is not possible due to the emergency nature of the leave.

c. Medical Certification(s) Required

1. Appropriate medical certification(s) supporting the need for such leave due to a serious health condition of the employee or a spouse, son, daughter or parent ("immediate family") must be provided from an appropriate health care provider as a condition of such leave.

2. The Administration may require reasonable and periodic reports and/or re-certifications of an employee's status or that of an immediate family member as a condition of the continuation of such leave, including the employee's intention to return to employment.

3. Fitness for duty certification(s) indicating an employee is able to return to work may be required after any FMLA leave, or any other leave(s), taken because of personal illness.

4. Any required medical certification must contain the following:

- (a) the date on which the serious health condition(s) commenced;
- (b) the probable duration of the condition(s);
- (c) the appropriate medical facts within the knowledge of the health care provider regarding the condition(s);
- (d) (i) a statement that the employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time needed to provide the care; or (ii) a statement that the employee is unable to perform the functions of his or her position;
- (e) for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates the treatment is expected and the duration of the treatment;
- (f) for intermittent leave or leave on a reduced leave schedule because of a serious health condition that makes the employee unable to perform the functions of his or her position, a statement of the medical necessity for, and the expected duration of, the intermittent leave or leave on a reduced leave schedule; and
- (g) for intermittent leave or leave on a reduced leave schedule in order to care for a spouse, son, daughter, or parent with a serious health condition, a statement that the intermittent leave or leave on a reduced schedule is medically necessary for the care of the spouse, son, daughter, or parent, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- (h) Forms made available by the United States Department of Labor may be utilized for any medical certification requirements.

5. The Administration may also require second or third medical opinions as defined in the Act at the school district's expense in the event the Administration has reason to question the validity of any certification or re-certification provided by the employee.

d. Leaves, Limitations, Instructional Employees

1. Intermittent or reduced leaves may not be taken after the birth of a child or for purposes of adoption.
2. Employees must make reasonable efforts to schedule planned medical treatment(s) so they do not unduly disrupt the operations of the district.
3. Eligibility for leaves for the birth or placement of a child (for adoption or foster care) expires at the end of the twelve (12) month period beginning on the date of birth or placement.
4. In the event a husband and wife each work in the district and are eligible for FMLA leave, any such leave(s) for the birth or placement of a child or care of a sick parent may be limited to a total aggregate of twelve (12) workweeks.
5. The special rules set forth in Section 108 of the Act for employees employed principally in an instructional capacity and pertaining to intermittent leaves, leaves on a reduced schedule, temporary transfers to alternative positions and periods of leave near the conclusion of an academic term may be exercised, applied, and/or required by the school district in order to lessen the impact of any such leaves upon the students affected thereby.
6. When circumstances warrant the same, the Superintendent may, in her or his sole discretion, require an employee to be placed on an FMLA leave hereunder if the employee has a serious health condition which would otherwise qualify for such a leave.

e. Health Insurance, Seniority, Other Benefits

1. Health and life insurance will be continued during any period of approved FMLA leave. Required employee health and life insurance contributions shall be set off against the employee's first paycheck upon the employee's return to work and upon subsequent paychecks, if need be, until all such contributions have been fully paid.
2. Monies owing the Town and/or Committee if an employee does not return to work shall be set off against available funds owing the employee; if there are no such available funds, the employee will be billed.
3. Seniority and other employment benefits shall not continue to accrue during the periods of any FMLA leave(s).
4. Employees shall be required to utilize any paid sick leave to which they may be entitled coterminously with the period of any FMLA leave provided pursuant to this Article.

5. Employment decisions un-related to the leave status of any employee shall be made as if the employee were not on leave, including but not thereby limiting the generality of the foregoing, decisions regarding reductions in force.

f. Restoration of Employment. Failure to Fulfill Leave Obligations or Return to Duty

1. An employee returning from an FMLA leave shall be restored to the position he or she held when the leave commenced or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

2. Employees who fail to adhere to any applicable conditions, re-certifications or other requirements of any FMLA leave(s) may be denied a continuation of any such leave(s).

3. In the event an employee claims he or she is unable to return to work after an FMLA leave has expired because of the continuation, re-occurrence or onset of a serious health condition of the employee, spouse, son, daughter, or parent, the Administration may require certification of such claims by an appropriate health care provider.

4. Failure to timely respond to any requests concerning the employee's intention to return to work as well as an employee's failure to return to work at the expiration of any leave hereunder may result in a determination that the employee has abandoned his or her employment, is unable to continue employment because of incapacity and/or has voluntarily resigned.

N. **MILITARY LEAVE.**

Military leave, including the difference between his/her regular pay and military pay for two (2) weeks, will be granted to any teacher who is inducted, or is called, or enlists after being notified to report for his/her pre-induction physical, in any branch of the armed forces of the United States. The period of such leave shall be the initial period of continuous service or any involuntary extension required by such induction. Upon return from such leave, such teacher will be placed on the salary schedule at the same level s/he would have achieved if s/he had not been absent up to a maximum of four (4) years.

ARTICLE XII TEACHER

EVALUATION

A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited. Teachers will be

given a copy of any evaluation report prepared by their superiors and will have the right to discuss the report with their superiors. Evaluations should be discussed with the teacher as soon as possible after the evaluation, preferably the same day. In case an evaluation indicates that a teacher's service has been rated unsatisfactory in any respect, the evaluator will offer written plans for the improvement of the teacher; the teacher will be assisted in an effort to improve by his/her evaluator, and the teacher will cooperate in this assistance program. Every effort will be made to insure the confidentiality of teacher evaluation reports. Teachers will sign their evaluations, which will indicate only that the teacher has read it and not that he/she agrees with its contents.

Teachers will be evaluated in accordance with the Appendix D Performance Standards.

The Committee and the Association agree to create a joint task force to discuss possible changes to the existing observation and evaluation process, tool and form with the understanding that any recommendations from the joint task force shall be brought back to the parties' negotiation teams for consideration and any contractual changes shall be subject to ratification by both parties; absent any ratified changes, the current evaluation tool and form shall remain in effect.

- B. No material derogatory to a teacher's conduct, service, character or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy. The failure of the Administration to respond to such an answer in writing and to place it with the file copy shall not indicate agreement with the teacher's answer.
- C. Any complaint regarding a teacher, made by any parent, student, or other person, requiring administrative action, will be promptly called to the attention of the teacher prior to such action.
- D. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding a teacher for delinquency of professional performance or conduct. If a teacher is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Professional Rights and Responsibilities Committee of the Association present and/or a member of the MTA. The Superintendent of Schools will be entitled to have a member of the School Committee or other representatives of the School Department present. This Article is not intended to infringe upon or limit a principal's right or privilege to discuss with a teacher his/her general or professional conduct on the job, nor limit the principal's ability to communicate to his/her staff on a one-to-one basis. Disciplining or reprimanding is defined as those situations at which written documentation of the incidences are placed in the employee's personnel file.

- E. No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advancement without just cause.
- F. The Association recognizes the right of the School Committee to discharge or not hire or rehire a tenure or non-tenure teacher. The discharge or suspension of a teacher shall be governed by Massachusetts General Laws, Chapter 71, and the teacher shall have no recourse to the grievance and arbitration procedure under this Contract. The decision of the School Committee to not hire or rehire a non-tenure teacher shall not be considered a violation of Paragraph E above, and not subject to the grievance and arbitration procedure of this Agreement.
- G. There shall be one central place where the Administration shall maintain all files, cards, and records concerning a teacher and/or the teacher's work.

ARTICLE XIII

TEACHER ASSIGNMENT

- A. The Association and the Committee agree that the prime factor to be considered in making assignments is that of providing for the educational needs and interests of the pupils.
- B. Teachers will be consulted of changes in their program for the coming year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than June 30.
- C. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- D. Changes in school or grade assignment in the elementary schools and in subject assignment will be made after consultation with the teacher involved.
- E. Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex or marital status.

ARTICLE XIV VACANCIES AND

PROMOTIONS

- A. Whenever any vacancy occurs in a professional position that the Committee and/or the Superintendent or his/her designed determines shall be filled, the following procedure will be followed by the Committee:

1. If the vacancy occurs during the school year (September to June), it will be adequately publicized by the Superintendent by means of a notice placed on a bulletin board in every school for a period not to exceed ten (10) school days prior to the date of the filling of such vacancy. School holidays and vacations falling within the school calendar year shall not be part of the ten (10) school day period, except in emergencies.
 2. During the months of July and August, written notice of any such vacancy will be given to the Association President.
- B. Notice of vacancies shall set forth the minimum qualifications for the position, a description of the duties of the position, the rate of compensation, and the final date for filing applications.
- C. All qualified employees will be given at least fourteen (14) calendar days to make application for such positions (during the months of July and August, fourteen (14) calendar days), and the Principal/Superintendent agrees to give due consideration to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In filling such vacancies, consideration will be given to qualified employees already employed by the Committee. Each employed applicant will have the opportunity, on request, to meet with the Superintendent or his/her designee in regard to his or her not receiving the position to which he or she was applicant.
- D. Final determinations made by the Principal/Superintendent in filling the aforesaid vacancies shall not be subject to the grievance and arbitration provisions of this Agreement.
- E. Appointments will be made without regard to race, creed, color, religion, nationality, sex, or marital status.
- F. Nothing in this Agreement shall prevent the Administration from making acting appointments in the best interest of the educational needs of the system until positions can be filled with permanent appointments as herein provided.
- G. In the event a newly-hired employee resigns less than thirty (30) days prior to assuming his/her duties, an alternate applicant may be recommended by the Superintendent for hire without reporting the position as vacant.
- H. Any qualified person, whether or not employed by the Committee, who wishes to apply to fill such vacancy, shall be given an adequate opportunity to do so.

ARTICLE XIV-A

REDUCTION IN FORCE

- A. In the event that the Committee, for any reason, determines to reduce the number of teachers, as defined in Article II, the procedures set forth in this Article will govern the lay-off and recall of teachers who are affected by any such reduction.
- B. The Committee shall have the sole discretion in determining which position or positions or which type or types of positions are to be eliminated.
- C. In determining which of its teachers are to be laid off to accomplish any such reduction of positions, the Committee will take into consideration the needs of the School System, the total overall quality of past performance, instructional capabilities, professional preparation and education, other teaching qualifications, and seniority as employees of the Committee. Where, the skill and ability, as measured by the written evaluations and disciplinary record, of employees are determined to be substantially equal, employees will be laid off in the order of their seniority as employees of the Committee, those of least seniority to be laid off first.
- D. The laid-off employee, or the employee whose position is eliminated may, in the opinion of the School Committee, be transferred to a position which is vacant and for which the employee is the most qualified available teacher.
- E. In the event that there is no vacancy available, the employee not serving at discretion to be laid off may replace an employee not serving at discretion with the least seniority in the bargaining unit provided that the employee who would have been laid off is more qualified, in the opinion of the School Committee.
- F. “Any grievance arising out of, or with respect to the decisions of the Committee made under the provisions of Paragraphs B, C, D, E or G of this Article, other than a grievance arising out of a determination of an employee's seniority, may be processed only through Level 3 of the Grievance Procedure set forth in Article III of this Agreement. Level 4 of said Grievance Procedure which provides for the submission of a grievance to formal arbitration shall not apply to any such grievance; however, the grievant may request that the decision be reviewed by a neutral third party who shall be selected by mutual agreement by the Association and Committee. It is understood that any determination by the neutral third party shall be non-binding. The determination of the Committee made in any one instance in accordance with the provisions of this Article, and the resolution of any grievance at either Levels 1, 2, or 3 shall not constitute a precedent
- G. Members of the bargaining unit who have been laid off due to a reduction in teaching personnel shall be seriously considered for vacancies which may occur in positions within

the bargaining unit for a period of twenty-four (24) months following the date of the lay off. During this twenty-four (24) month period, teachers who have been laid off shall be given consideration for substitute work, if they so desire. During this recall period an employee will be notified by certified mail, addressed to his/her last address of record, of the Committee's intent to recall him/her. An employee must notify the Superintendent in writing of his/her acceptance of an offer of recall within fifteen (15) days from the date of his/her receipt of said certified mail. An employee's failure to so notify the Superintendent of his/her acceptance of any such offer or his/her failure, after accepting any such offer, to report for duty on the date indicated shall terminate his/her recall rights, notwithstanding the fact that the period of recall has not expired. The School Committee shall use the same criteria as stated in Paragraph C when determining which laid off teacher, if any, is to be recalled.

- H. Seniority as used herein shall mean an employee's length of continuous service in years, months, and days in the employ of the School Committee. Teachers hired on the same day shall have equal seniority. Summer employment and employment as a reserve or substitute teacher shall not be credited for seniority purposes.
- I. Teachers may be laid off at any time during the school year after being given the written notice required under the applicable provisions of Chapter 71 of the General Laws of Massachusetts.
- J. Teachers who have been laid off will have their unused accumulated sick leave restored upon return from lay off.
- K. The provisions of this Article shall not apply to employees whose contracts are not renewed or whose contracts are terminated for reasons other than a reduction in teaching personnel or to employees who are employed solely to implement a Federally or Foundation supported educational program.
- L. Teachers who are laid off may continue, for the periods and on the conditions indicated herein, the group health and life insurance coverage, which is provided to members of the bargaining unit, by paying the full amount of the premium for such insurance to the Town Treasurer. Teachers may continue such insurance coverage during the said period for which they are eligible for recall. In the event any such employee fails to make payment of said premium or refuses any offer of recall during said period, his option to continue such insurance coverage shall terminate. This paragraph is subject to approval by the insurance carrier.

ARTICLE XV

SCHOOL COMMITTEE RIGHTS

- A. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Town of Pembroke in the School Committee for the

efficient professional and economical operation of the School Department, it is herein agreed that, except as specifically and directly modified by express language in a specific provision of this Agreement, or for all matters not mentioned in this Agreement, the employer and its agents, including the Superintendent of Schools, retain all rights and powers that they have or may hereafter be granted by law in managing and administering the School Department, and directing the working force, and may exercise the same at their discretion without any such exercise being made subject to the grievance and arbitration provisions of this Agreement except as expressly provided herein.

- B. The Committee and the Association agree that the Committee shall retain and reserve all its statutory rights, authority, and obligations in the administration of the School Department and the direction of its employees. All the functions, rights, powers, and authority which the Committee now has or may be granted or have conferred upon it, including all the customary and usual rights, powers, functions, and authority of an employer, which it has not specifically delegated or modified by this Agreement are recognized by the Association to be retained by the Committee.
- C. The above rights are solely and exclusively the prerogative of the Employer subject only to such limitations as is expressly provided for in this Agreement.
- D. This Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of employees covered by this Contract.
- E. This Article shall apply to Unit B.

ARTICLE XVI

CONTINUITY OF OPERATIONS

- A. No public employee or employee organization shall engage in a strike, as defined in Massachusetts General Laws, Chapter 150E, and no public employee or employee organization shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services by such public employees.
- B. Employees who participate in any such strike may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement, except as to the issue as to whether or not the employee has engaged in any of the activities prohibited above.
- C. This Article shall apply to Unit B.

ARTICLE XVII

SEVERABILITY

If any provision of this Agreement or any application of this Agreement, to any teachers covered by the terms of this Agreement, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect. Parties to this Agreement shall meet forthwith to negotiate a new provision to replace the provision found to be unlawful.

This Article shall apply to Unit B.

ARTICLE XVIII

TRANSFERS

- A. The Committee and the Association recognize that some transfer of teaching staff from one school to another may be unavoidable and that frequent transfer of a teacher may be disruptive of the educational process. In addition, it is also recognized that some transfers may be in the best interest of the School System.
- B. In making transfers, the convenience and wishes of the individual teacher will be considered to the extent that they do not conflict with the best interest of the children and the School System. Changes in school assignment will be made after consultation with the teacher involved.
- C. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances, not later than one week prior to the close of school.
- D. Teachers who have completed two years of teaching in the Pembroke Public Schools, desirous of a transfer, will submit a written request to the building principal and Superintendent or designee. Such requests must be transmitted prior to April 1st for the school year commencing in September.

ARTICLE XIX

DURATION

- A. This Agreement shall continue in effect to and including June 30, 2015, and shall thereafter automatically renew itself for successive terms of three (3) years, unless by October 1 next, prior to the expiration of the Contract here involved, or within thirty (30) calendar days after

the signing of the Agreement, whichever is later, either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.

- B. Before the Committee adopts a change in policy which affects wages or hours or conditions of employment, and which is not covered by the terms of this Agreement, and which has not been proposed by the Association, the Committee will notify the Association, in writing, that it is considering such a change. The Association will have the right to meet and discuss with the Committee, provided that it files such a request, in writing, with the Committee within five (5) days after receipt of said notice.
- C. This Article shall apply to Unit B.

ARTICLE XX

GENERAL

- A. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of Collective Bargaining, except such amendments as shall have been reduced to writing and signed by the parties.
- B. Failure by the Association and/or the School Committee in one or more instance to enforce any provision or provisions of this Agreement shall not be construed as a waiver of said provision or provisions.
- C. In the event that so-called Proposition 2 1/2 or other measures of similar nature are implemented by the General Court of the Commonwealth of Massachusetts during the term of this Agreement, the Association and the Committee will negotiate over the impact of said implementation.
- D. The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993 and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the "Committee" is to act when, in fact, as a result of the Education Reform Act, the Superintendent and/or Principal(s) must now do so. It is the parties' intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein.
- E. The School Committee and the Pembroke Teachers Association will be responsible for the printing and distribution of the Contract to each teacher and nurse in the Pembroke School System. Cost of such printing, mailing, and miscellaneous cost shall be borne equally by the Association and the School Committee. The Executive Board of the Teachers Association shall notify the Superintendent of Schools after receipt of quotations furnished by him whether to proceed with the above.

- F. Dependents of professional staff members may be permitted to enroll, without charge for tuition, in the regular education programs of Pembroke Public Schools.

Each dependent of a professional staff member enrolled in the Pembroke Public Schools shall be subject to all rights and responsibilities of other students in the district. A facilities and materials fee of \$750.00 per year per enrolled dependent will be charged to professional staff members taking advantage of this article. This fee will be in addition to other fees assessed to students in the Pembroke Public Schools. The Superintendent may waive all or part of the \$750.00 fee in exchange for services performed by professional staff members which have been approved in advance by the Superintendent of Schools.

Children requiring service pursuant to Chapter 71B shall be admitted only if the services required by said child are available in the District at the time of his/her admission without additional expenditure of funds, and on the Superintendent's recommendation. The provisions of this Article do not apply to placements in day or residential programs pursuant to Chapter 71B. In the event that such a student is admitted and his/her educational needs change so as to require services beyond those available at the time of his/her admission, and/or such a residential placement, said student shall be returned to his/her district of residence unless the staff member makes arrangements, satisfactory to the Superintendent of Schools, to annually reimburse all costs to the district attributable to the change in educational needs.

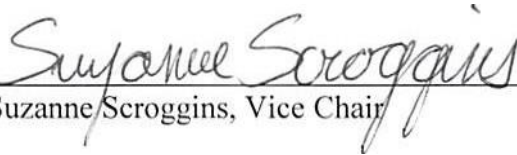
A professional staff member who wishes to enroll his/her dependent in the Pembroke Public Schools shall submit an initial application to the Superintendent no later than June 1st preceding the school year for which the enrollment request is made. The Superintendent of Schools shall determine no later than July 1st the number of spaces available for the children of non-resident professional staff members at each school and/or at each grade level for the upcoming school year. Students must be in good standing and, the Superintendent will consider any effect on class size and staffing. Placement in a particular school shall be the responsibility of the Superintendent. If the total number of requests exceeds the number of available spaces at any school and/or grade level as determined exclusively by the Superintendent, a lottery will be conducted to determine which dependent(s) may be enrolled. The Superintendent shall review the availability of spaces on an annual basis, however, students who are enrolled in the Pembroke Public Schools may not be denied enrollment in subsequent years through grade twelve. The determination by the Superintendent shall not be subject to the grievance and arbitration provisions of this Agreement.

IN WITNESS WHEREOF, the SCHOOL COMMITTEE OF THE TOWN OF PEMBROKE has caused this AGREEMENT to be signed in its name and behalf by its Chairman and the PEMBROKE TEACHERS ASSOCIATION has caused this Agreement to be signed in its name and behalf by its President, this 1st day of April, 2012.

PEMBROKE SCHOOL COMMITTEE

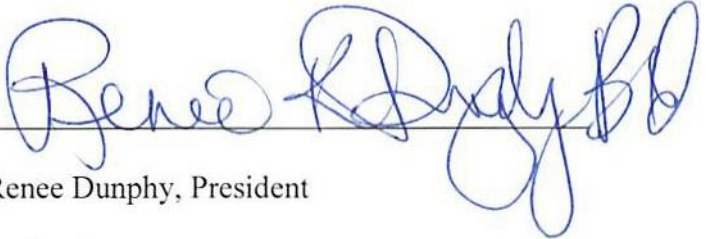


Paul Bosworth, Chair

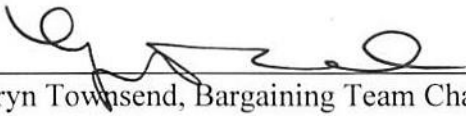


Suzanne Scroggins, Vice Chair

PEMBROKE TEACHERS ASSOCIATION



Renee Dunphy, President



Karyn Townsend, Bargaining Team Chair

APPENDIX A

TOWN OF PEMBROKE **TEACHERS' SALARY SCHEDULE**

- A. Advancement from one step to another shall not be automatic. The School Committee reserves the right to withhold salary increment, and across-the-board salary increases, or for teachers on maximum to provide the same salary figure as the previous year. The recommendation may come from the Superintendent of Schools, or the Principal, and said recommendation will be only for Just Cause.
- B. Credit hours are to be certified by the institution where earned.
1. When fifteen (15) approved credit hours are earned beyond the Bachelors Degree and certified to the School Committee, a permanent increase will be awarded.
 2. When a Masters Degree in an approved area is awarded and certified to the School Committee, a permanent salary adjustment above the Bachelors Degree schedule will be made.
 3. When fifteen (15) approved credit hours are earned beyond the Masters Degree and certified to the School Committee, a permanent increase will be awarded.
 4. When thirty (30) approved credit hours are earned beyond the Masters Degree and certified to the School Committee, a permanent increase will be awarded.
 5. When a Certificate of Advanced Graduate Study is certified to the Committee, a permanent salary adjustment above the Masters Degree will be made.
 6. In September of each year, all credits requiring a salary column change will result in an effective date of the beginning of that school year for such salary column change, provided, however, that any teacher affected submits proof of credits earned or the equivalent to the Superintendent by October 1 of the school year in which due compensation shall become effective. During the remainder of the school year, one (1) additional salary column change will be allowed, and will become effective as of January 1 of that school year, provided the teacher submits proof of credits earned or the equivalent to the Superintendent by March 1st of said school year, and provided further that any teacher anticipating a salary column change to be effective on January 1, so notifies the Superintendent in writing on or before October 1 of the school year in which the change is to become effective.
- C. Teachers who, in addition to regular classroom work have responsibilities demanding much time and energy, may be paid in addition to the regular salary for such services, upon the recommendation of the Superintendent of Schools and by approval of the School Committee.

- D. Nurses who are required by the Committee or the Commonwealth to take Continuing Education Units shall be reimbursed for the cost (tuition and fees) of said CEU's, up to a maximum of \$300 per year per nurse.
- E. Effective July 1, 2009, place nurses from the Nurse Salary Schedule onto Step 7 of the Bachelor's column of the teachers' salary schedule. Delete the Nurse Salary Schedule. All school nurses shall advance from one step to another and from one column to another under the same terms and conditions as teachers.

TEACHERS' SALARY SCHEDULE 2012-2013

2012-13 restructured scale with 3% between steps plus 1.50 across the board increase

Step	Bachelors	Bachelors+15	Masters	Masters+15	Masters+30	Masters+60	CAGS
1*	\$50,944	\$53,064	\$57,312	\$58,586	\$59,850	\$60,160	\$60,624
2	\$52,520	\$54,705	\$59,084	\$60,398	\$61,701	\$62,021	\$62,499
3	\$54,144	\$56,397	\$60,911	\$62,266	\$63,610	\$63,939	\$64,432
4	\$55,819	\$58,141	\$62,795	\$64,192	\$65,577	\$65,917	\$66,425
5	\$57,545	\$59,939	\$64,737	\$66,177	\$67,605	\$67,955	\$68,479
6	\$59,325	\$61,793	\$66,740	\$68,224	\$69,696	\$70,057	\$70,597
7	\$61,160	\$63,704	\$68,804	\$70,334	\$71,852	\$72,224	\$72,781
8	\$63,051	\$65,675	\$70,932	\$72,509	\$74,074	\$74,457	\$75,032
9	\$65,001	\$67,706	\$73,125	\$74,752	\$76,365	\$76,760	\$77,352
10	\$67,011	\$69,800	\$75,387	\$77,064	\$78,727	\$79,134	\$79,745
11	\$69,084	\$71,958	\$77,719	\$79,447	\$81,161	\$81,582	\$82,211

*New employees with no experience would remain on Step 1 for their first two years of employment

Guidance Differential = \$ 4,563

The School year for 2012-2013 shall be one hundred and eighty-four (184) days.

The school year set forth above shall apply to Unit B.

TEACHERS' SALARY SCHEDULE 2013-2014

2013-14	1.50%						
Step	Bachelors	Bachelors+15	Masters	Masters+15	Masters+30	Masters+60	CAGS
1*	\$51,708	\$53,860	\$58,171	\$59,465	\$60,748	\$61,063	\$61,534
2	\$53,308	\$55,526	\$59,970	\$61,304	\$62,627	\$62,951	\$63,437
3	\$54,956	\$57,243	\$61,825	\$63,200	\$64,564	\$64,898	\$65,399
4	\$56,656	\$59,013	\$63,737	\$65,155	\$66,561	\$66,905	\$67,421
5	\$58,408	\$60,838	\$65,708	\$67,170	\$68,619	\$68,975	\$69,507
6	\$60,215	\$62,720	\$67,741	\$69,247	\$70,742	\$71,108	\$71,656
7	\$62,077	\$64,660	\$69,836	\$71,389	\$72,929	\$73,307	\$73,872
8	\$63,997	\$66,660	\$71,996	\$73,597	\$75,185	\$75,574	\$76,157
9	\$65,976	\$68,721	\$74,222	\$75,873	\$77,510	\$77,912	\$78,513
10	\$68,017	\$70,847	\$76,518	\$78,220	\$79,907	\$80,321	\$80,941
11	\$70,120	\$73,038	\$78,884	\$80,639	\$82,379	\$82,805	\$83,444

*New employees with no experience would remain on Step 1 for their first two years of employment
 Guidance Differential = \$ 4,632

The School year for 2013-2014 shall be one hundred and eighty-four (185) days.

The school year set forth above shall apply to Unit B.

TEACHERS' SALARY SCHEDULE 2013-2014

2014-15	2.00%						
Step	Bachelors	Bachelors+15	Masters	Masters+15	Masters+30	Masters+60	CAGS
1*	\$52,742	\$54,937	\$59,335	\$60,654	\$61,963	\$62,284	\$62,764
2	\$54,374	\$56,636	\$61,170	\$62,530	\$63,880	\$64,210	\$64,706
3	\$56,055	\$58,388	\$63,062	\$64,464	\$65,855	\$66,196	\$66,707
4	\$57,789	\$60,194	\$65,012	\$66,458	\$67,892	\$68,243	\$68,770
5	\$59,576	\$62,055	\$67,023	\$68,513	\$69,992	\$70,354	\$70,897
6	\$61,419	\$63,974	\$69,095	\$70,632	\$72,156	\$72,530	\$73,089
7	\$63,318	\$65,953	\$71,232	\$72,817	\$74,388	\$74,773	\$75,350
8	\$65,277	\$67,993	\$73,436	\$75,069	\$76,689	\$77,086	\$77,680
9	\$67,296	\$70,096	\$75,707	\$77,391	\$79,060	\$79,470	\$80,083
10	\$69,377	\$72,264	\$78,048	\$79,784	\$81,506	\$81,928	\$82,560
11	\$71,523	\$74,499	\$80,462	\$82,252	\$84,026	\$84,461	\$85,113

*New employees with no experience would remain on Step 1 for their first two years of employment
 Guidance Differential = \$ 4,725

The School year for 2013-2014 shall be one hundred and eighty-four (184) days.

The school year set forth above shall apply to Unit B.

APPENDIX B - ATHLETIC DEPARTMENT SALARY SCHEDULE

2012-2013 = 1.5%

<u>Position</u>	Step 1	Step 2	Step 3	Step 4
<u>Football Head Coach</u>	6,393	7,981	9,581	11,179
<u>Assistant Football Coach(es)</u>	3,189	3,995	4,800	5,588
<u>Basketball Head Coach Boys/Girls</u>	5,397	6,393	7,451	8,523
<u>JV Basketball Coach Boys/Girls</u>	2,656	3,189	3,721	4,264
<u>Freshman Basketball Coach Boys/Girls</u>	2,458	2,656	2,923	3,189
<u>Baseball Head Coach</u>	3,568	4,126	4,800	5,590
<u>JV Baseball Coach</u>	1,876	2,248	2,632	3,007
<u>Freshman Baseball Coach</u>	1,338	1,600	1,864	2,133
<u>Softball Head Coach</u>	3,568	4,126	4,800	5,590
<u>JV Softball Coach</u>	1,876	2,248	2,632	3,007
<u>Ice Hockey Coach</u>	5,397	6,393	7,451	8,525
<u>JV Hockey Coach</u>	2,656	3,189	3,721	4,264
<u>Field Hockey Head Coach</u>	3,568	4,126	4,800	5,590
<u>JV Field Hockey Coach</u>	1,876	2,248	2,632	3,007
<u>Soccer Head Coach Boys/Girls</u>	3,568	4,126	4,800	5,590
<u>JV Soccer Coach Boys/Girls</u>	1,876	2,248	2,632	3,007
<u>Freshman Soccer Boys/Girls</u>	1,338	1,600	1,864	2,133
<u>Outdoor Track Head Coach Boys/Girls</u>	3,568	4,126	4,800	5,590
<u>Outdoor Asst Track Coach Boys/Girls</u>	1,876	2,248	2,632	3,007
<u>Indoor Track Head Coach Boys/Girls</u>	3,568	4,126	4,800	5,590
<u>Indoor Asst Track Coach Boys/Girls</u>	1,876	2,248	2,632	3,007
<u>Cross Country Head Coach Boys/Girls</u>	1,876	2,248	2,632	3,007

<u>Assistant Track Coach Boys/Girls</u>	1,876	2,248	2,632	3,007
<u>Wrestling Head Coach</u>	3,568	4,126	4,800	5,590
<u>Assistant Wrestling Coach</u>	1,876	2,248	2,632	3,007
<u>Gymnastics Coach Girls</u>	2,243	2,818	3,377	3,946
<u>Tennis Coach Boys/Girls</u>	1,876	2,248	2,632	3,007
<u>Golf Coach</u>	1,680	2,069	2,445	2,818
<u>Cheerleading Coach Football</u>	1,680	2,069	2,445	2,818
<u>Cheerleading Coach Basketball</u>	1,680	2,070	2,445	2,818
<u>Volleyball Head Coach</u>	3,568	4,126	4,800	5,590
<u>JV Volleyball Coach</u>	1,876	2,248	2,632	3,007
<u>Freshman Volleyball Coach</u>	1,338	1,601	1,864	2,132
<u>Swimming Head Coach Boys/Girls</u>	3,568	4,126	4,801	5,590
<u>Lacrosse Head Coach Boys/Girls</u>	3,568	4,126	4,801	5,590
<u>Trainer (Per Season)</u>	5,314			
<u>Equipment Manager (Per Season)</u>	715			

2013-2014 = 1.15%

Position	Step 1	Step 2	Step 3	Step 4
Football Head Coach	6,489	8,101	9,724	11,347
Assistant Football Coach(es)	3,237	4,055	4,872	5,671
Basketball Head Coach Boys/Girls	5,478	6,489	7,563	8,651
JV Basketball Coach Boys/Girls	2,696	3,237	3,777	4,328
Freshman Basketball Coach Boys/Girls	2,495	2,696	2,967	3,237
Baseball Head Coach	3,621	4,188	4,872	5,673
JV Baseball Coach	1,904	2,282	2,671	3,053
Freshman Baseball Coach	1,358	1,624	1,891	2,165
Softball Head Coach	3,621	4,188	4,872	5,673
JV Softball Coach	1,904	2,282	2,671	3,053
Ice Hockey Coach	5,478	6,489	7,563	8,653
JV Hockey Coach	2,696	3,237	3,777	4,328
Field Hockey Head Coach	3,621	4,188	4,872	5,673
JV Field Hockey Coach	1,904	2,282	2,671	3,053
Soccer Head Coach Boys/Girls	3,621	4,188	4,872	5,673
JV Soccer Coach Boys/Girls	1,904	2,282	2,671	3,053
Freshman Soccer Boys/Girls	1,358	1,624	1,891	2,165
Outdoor Track Head Coach Boys/Girls	3,621	4,188	4,872	5,673
Outdoor Asst Track Coach Boys/Girls	1,904	2,282	2,671	3,053
Indoor Track Head Coach Boys/Girls	3,621	4,188	4,872	5,673
Indoor Asst Track Coach Boys/Girls	1,904	2,282	2,671	3,053
Cross Country Head Coach Boys/Girls	1,904	2,282	2,671	3,053
Assistant Track Coach Boys/Girls	1,904	2,282	2,671	3,053
Wrestling Head Coach	3,621	4,188	4,872	5,673
Assistant Wrestling Coach	1,904	2,282	2,671	3,053
Gymnastics Coach Girls	2,277	2,860	3,428	4,006

Tennis Coach Boys/Girls	1,904	2,282	2,671	3,053
Golf Coach	1,705	2,100	2,482	2,860
Cheerleading Coach Football	1,705	2,100	2,482	2,860
Cheerleading Coach Basketball	1,705	2,101	2,482	2,860
Volleyball Head Coach	3,621	4,188	4,872	5,673
JV Volleyball Coach	1,904	2,282	2,671	3,053
Freshman Volleyball Coach	1,358	1,625	1,891	2,163
Swimming Head Coach Boys/Girls	3,621	4,188	4,873	5,673
Lacrosse Head Coach Boys/Girls	3,621	4,188	4,873	5,673
Trainer (Per Season)	5,393			
Equipment Manager (Per Season)	725			

2014-2015 = 2%

Position	Step 1	Step 2	Step 3	Step 4
Football Head Coach	6,619	8,263	9,919	11,574
Assistant Football Coach(es)	3,302	4,136	4,969	5,785
Basketball Head Coach Boys/Girls	5,587	6,619	7,714	8,824
JV Basketball Coach Boys/Girls	2,750	3,302	3,852	4,415
Freshman Basketball Coach Boys/Girls	2,545	2,750	3,026	3,302
Baseball Head Coach	3,694	4,272	4,969	5,787
JV Baseball Coach	1,942	2,328	2,725	3,114
Freshman Baseball Coach	1,385	1,656	1,929	2,208
Softball Head Coach	3,694	4,272	4,969	5,787
JV Softball Coach	1,942	2,328	2,725	3,114
Ice Hockey Coach	5,587	6,619	7,714	8,826
JV Hockey Coach	2,750	3,302	3,852	4,415
Field Hockey Head Coach	3,694	4,272	4,969	5,787
JV Field Hockey Coach	1,942	2,328	2,725	3,114
Soccer Head Coach Boys/Girls	3,694	4,272	4,969	5,787
JV Soccer Coach Boys/Girls	1,942	2,328	2,725	3,114
Freshman Soccer Boys/Girls	1,385	1,656	1,929	2,208
Outdoor Track Head Coach Boys/Girls	3,694	4,272	4,969	5,787
Outdoor Asst Track Coach Boys/Girls	1,942	2,328	2,725	3,114
Indoor Track Head Coach Boys/Girls	3,694	4,272	4,969	5,787
Indoor Asst Track Coach Boys/Girls	1,942	2,328	2,725	3,114
Cross Country Head Coach Boys/Girls	1,942	2,328	2,725	3,114
Assistant Track Coach Boys/Girls	1,942	2,328	2,725	3,114
Wrestling Head Coach	3,694	4,272	4,969	5,787
Assistant Wrestling Coach	1,942	2,328	2,725	3,114
Gymnastics Coach Girls	2,322	2,917	3,496	4,086
Tennis Coach Boys/Girls	1,942	2,328	2,725	3,114
Golf Coach	1,739	2,142	2,531	2,917

Cheerleading Coach Football	1,739	2,142	2,531	2,917
Cheerleading Coach Basketball	1,739	2,143	2,531	2,917
Volleyball Head Coach	3,694	4,272	4,969	5,787
JV Volleyball Coach	1,942	2,328	2,725	3,114
Freshman Volleyball Coach	1,385	1,657	1,929	2,207
Swimming Head Coach Boys/Girls	3,694	4,272	4,970	5,787
Lacrosse Head Coach Boys/Girls	3,694	4,272	4,970	5,787
Trainer (Per Season)	5,501			
Equipment Manager (Per Season)	740			

APPENDIX C - EXTRACURRICULAR STIPENDS

<u>Position</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Academic Decathlon	\$1,061	\$1,077	\$1,098
Advanced Placement Coordinator	\$1,061	\$1,077	\$1,098
Amnesty International	\$724	\$735	\$749
Art Club	\$724	\$735	\$749
Astronomy/Science Club	\$724	\$735	\$749
Audio Engineering Club	\$1,061	\$1,077	\$1,098
Best Buddies	\$1,061	\$1,077	\$1,098
Chess Club	\$724	\$735	\$749
DECA	\$1,061	\$1,077	\$1,098
Envirothon Club	\$1,061	\$1,077	\$1,098
Fall Festival Director Plays	\$724	\$735	\$749
Forensics/Debate	\$1,061	\$1,077	\$1,098
French Club	\$724	\$735	\$749
Freshman Class Advisor	\$757	\$769	\$784
Gay/Straight Alliance	\$1,061	\$1,077	\$1,098
Jazz Band	\$1,061	\$1,077	\$1,098
Junior Class Advisor	\$1,441	\$1,463	\$1,492
Key Club	\$1,061	\$1,077	\$1,098
Latin Club	\$724	\$735	\$749
Literary Magazine	\$1,061	\$1,077	\$1,098
Marching Band Director	\$3,946	\$4,006	\$4,086
Marching Band Assistant Director	\$1,046	\$1,062	\$1,083
Marching Band Drill Writer	\$1,046	\$1,062	\$1,083
Marching Band Percussion Line Inst	\$1,046	\$1,062	\$1,083
Math Club Advisor	\$1,061	\$1,077	\$1,098
Mens Choir	\$1,061	\$1,077	\$1,098
Musical Business Manager	\$720	\$730	\$745
Musical Choreographer	\$724	\$735	\$749
Musical Pit Orchestra Director	\$1,061	\$1,077	\$1,098
National Honor Society	\$1,061	\$1,077	\$1,098
Newspaper	\$1,338	\$1,358	\$1,385
Peer Mediation	\$724	\$735	\$749
Photography Club	\$1,061	\$1,077	\$1,098
Pre-Engineering	\$724	\$735	\$749
SADD	\$724	\$735	\$749
Senior Class Advisor	\$2,132	\$2,163	\$2,207
Show Choir	\$1,061	\$1,077	\$1,098
Ski Club	\$724	\$735	\$749

Sophomore Class Advisor	\$724	\$735	\$749
Spanish Club	\$724	\$735	\$749
Spring Festival of Plays Director	\$1,600	\$1,624	\$1,656
Student Council	\$1,061	\$1,077	\$1,098
Thespian Society Advisor	\$2,132	\$2,163	\$2,207
Ultimate Frisbee	\$724	\$735	\$749
Vocal Musical Director	\$1,600	\$1,624	\$1,656
Webmaster	\$1,061	\$1,077	\$1,098
Women's Choir	\$1,061	\$1,077	\$1,098
World of Difference (ADL)	\$1,061	\$1,077	\$1,098
Yearbook Art	\$2,656	\$2,696	\$2,750
Yearbook Business	\$1,061	\$1,077	\$1,098

PCMS-Stipends

After-School Liaison	\$4,572	\$4,640	\$4,733
Audio Engineering	\$1,600	\$1,624	\$1,656
Best Buddies Advisor	\$1,061	\$1,077	\$1,098
Drug Free Society Advisor	\$1,061	\$1,077	\$1,098
Environmental Club Advisor	\$1,061	\$1,077	\$1,098
Jazz Band Advisor	\$1,061	\$1,077	\$1,098
Memory Book Advisor	\$1,061	\$1,077	\$1,098
Musical/Drama Advisor	\$1,061	\$1,077	\$1,098
Student Council Advisor	\$1,061	\$1,077	\$1,098

Elementary Stipends

Environmental Club Advisor	\$539	\$547	\$558
Elementary Chorus Advisor	\$539	\$547	\$558

Other

Mentor	\$571	\$580	\$592
Buddy	\$286	\$291	\$296
AED Program Coordinator	\$1,664	\$1,689	\$1,722
Saturday Detention	\$139	\$141	\$144

APPENDIX D

I hereby request and authorize the School Committee to request the Town Treasurer to deduct from my earnings per each payroll period the following sum(s), to be transmitted to the credit unions, insurance carriers or appropriate federal agency as follows:

- \$ _____ to Rockland Credit Union
- \$ _____ to Plymouth County Teachers Federal Credit Union
- \$ _____ to Association Dental Insurance Plan
- \$ _____ to Washington National Disability Insurance Plan
- \$ _____ to United States Savings Bonds

I understand that the amount of deductions will remain constant and consistent for the duration of the contract period, except as otherwise provided.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the Committee and the Town and all of their representative officers and agents from any liability thereof.

DATE: _____ **SIGNATURE:** _____

**APPENDIX E
TEACHER PERFORMANCE STANDARDS
FOR THE
PEMBROKE SCHOOL DEPARTMENT**

The following Performance Standards shall apply to all teachers:

A. STATEMENT OF PHILOSOPHY

This evaluation program was developed with a commitment to providing students with the highest quality instruction possible. An open and honest communication between the evaluator and the teacher should function as a major component in accomplishing that goal. This process must be conducted in a positive, constructive, and supportive manner.

B. GENERAL OBJECTIVES OF EVALUATION

- To improve the quality of classroom instruction.
- To promote the professional growth of staff.
- To enhance communication between evaluators and teachers.
- To foster professional satisfaction among the teaching staff.
- To accumulate data in an objective, accurate manner as a prerequisite for personnel decisions.
- To verify that district educational goals and curricula are being implemented and achieved.

C. TEACHER PERFORMANCE STANDARDS

[Principles I - VII from the Commonwealth of Massachusetts Board of Education document entitled: PRINCIPLES OF EFFECTIVE TEACHING AND EXAMPLES OF DESCRIPTORS]

D. EVALUATION PROCEDURES

1. Frequency of Evaluation

Assessment of performance is recognized as the most important strategy to be utilized in promoting and maintaining the highest quality educational experiences and opportunities for our students.

Such assessment, in addition to promoting professional growth, shall be based on teacher performance in the classroom, within the school building, and within the profession. As such, the following represents the minimum number of formal evaluations to be performed for the benefit of the school's teaching personnel:

a. Teachers serving WITHOUT Professional Status

(1) Year #1 of Employment

In year #1 of employment in the schools, teachers will be formally observed three (3) times. Additionally, a year-end summary evaluation will be completed and presented to the evaluatee for signature by June 1.

(2) Year #2 and #3 of Employment

In years #2 and #3 of employment in the schools, teachers will be formally observed two (2) times. Additionally, a year-end summary evaluation will be completed and presented to the evaluatee for signature for June 1.

b. Teachers serving WITH Professional Status

Teachers with Professional Teacher Status will be evaluated over a two-year cycle. However, teachers on Professional Teacher Status not performing satisfactorily will be excluded from this requirement. The cycle will include three phases: goal setting (including a conference between the evaluatee and evaluator during the first year of the cycle); formal observation (or mutually agreed upon alternative assessment method) during the second year of the cycle; and a summative evaluation at the end of the two-year cycle. At the elementary level this summative evaluation will be prepared by the building administrator and presented to the evaluatee for signature by June 1. At the secondary level the summative evaluation will be prepared by the coordinator and/or administrator with input from the building administrator and presented to the evaluatee for signature by June 1.

c. Teachers serving at more than One School Site

Teachers who serve in more than one school site will be assigned an evaluator annually by the Superintendent. Such assignments will be annually communicated by the Superintendent to the teachers so impacted. The evaluator will author the observations/summative evaluations of such personnel in conjunction with other supervisors under whom the teacher serves.

E. OTHER EVALUATION FACTORS

1. A pre-observation conference will be held not more than five (5) school days prior to the observation.

2. A copy of the final observation document will be provided by the evaluator to the evaluatee within five (5) school days of the post-observation conference.
3. Evaluatees are required to sign formal observations / summative evaluations. Their signature implies that the evaluatee is aware of and has read the observation / summative evaluation. It does not imply consent with the content.
4. If so desired, evaluatees may attach statements to their formal observations / summative
5. All time lines with respect to the pre-observation conference, the observation period, the post-observation conference, and the return of a signed copy of the evaluation will be adhered to except where there are extenuating circumstances.
6. Optimally, classroom observations will be made over a full class period. However, observations may be less than a full class period in duration, but not less than thirty (30) minutes, provided that the evaluator was present from the beginning of the class period, unless it is mutually agreed that the evaluator remained for a sufficient time to observe the sequence of the lesson. A teacher will not be observed for more than one class period in a given day unless mutually agreed.
7. Through mutual agreement, teachers may be evaluated through alternative assessment methods including, but not limited to, portfolios, journals, goal setting, and multiple class visits.
8. Plan of Assistance:

Any narrative which indicated that a standard(s) has not been satisfactorily met could become the focus of a Plan of Assistance. The Plan of Assistance shall be written by the evaluator with the input of the evaluatee at the post-observation conference or a subsequent conference held for that purpose. The Plan of Assistance process shall begin upon the completion of this conference:

The Plan of Assistance shall include the following documentation:

- a. State the problem(s);
- b. Provide suggestions / strategies for improvement;
- c. Establish time lines whereby the standard shall be met;
- d. State possible consequences if the standard is not met; and
- e. State the criteria to be used in determining if the standard has been met.

As the ultimate goal of a Plan of Assistance is improved performance, and with the recognition that improvements are generally made in incremental steps, not more than one (1) Plan of Assistance shall be written per evaluation cycle.

Teachers whose evaluations indicate a need for improvement may have additional observations scheduled.

F. GENERAL

1. It is the responsibility of the Superintendent of Schools to ensure that both evaluators and teachers have training in the general principles of supervision and evaluation and that evaluators have or have available to them expertise in the subject matter or area to be evaluated. Evaluations will be conducted by any or all of the following: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Coordinators / Directors, and/or Administrator of Special Education.
2. The evaluation process shall be free of racial, sexual, religious, and other discrimination as defined by state and federal law.

G. EVALUATION INSTRUMENTS

The following pages contain the Observation / Evaluation Form and Year-End Summary Evaluation Form.

CLASSROOM OBSERVATION and TEACHER EVALUATION REPORT

Department: _____

Teacher: _____ Building: _____

Date: _____ Period of Day _____ Assignment: _____
(Course/Level/Grade)

Time: From: _____ To: _____



Please refer to the *Principles of Effective Teaching*

A. Description / Objectives of Lesson:

B. Critique of Lesson:

C. Commendations:

D. Recommendations:

Evaluator's Signature _____ Date _____

Teacher's Comments:

Teacher's Signature: _____ Date _____

SUMMATIVE EVALUATION REPORT FORM

Name _____

Evaluation Period: From: _____ TO: _____

School: _____ Assignment: _____

Evaluators: _____

Evaluator's Signature: _____ Date: _____

Teacher's Comments: _____

Teacher's Signature: _____ Date: _____

APPENDIX E-1

CRITERIA FOR SCHOOL LIBRARIAN EVALUATION

1. The effective school librarian knows:
 - a. theory and methods of curriculum development in general and especially the selection, adaptation and production of instructional materials;
 - a. characteristics, uses and design of reference systems, including indexes, catalogues and bibliographies;
 - b. selection, acquisition, organization and maintenance of library resources;
 - c. planning, organization and management of library programs and resource centers;
 - d. federal and state laws and regulations pertaining to media, including those governing access to materials and reproduction of materials;
 - e. recent research and development in education and especially in media.

2. The effective school librarian communicates clearly, understandably and appropriately. To meet this standard the school librarian will demonstrate that he/she:
 - a. uses language and other media appropriate to the age, developmental state and special needs of students;
 - b. translates specialized terms into language easily understood by non-specialists;
 - c. presents and explains the library program effectively to students, other teachers, administrators, parents and the community;
 - d. serves as an example of clear and effective oral, written and visual communication.

3. The effective school librarian designs instruction and assists other teachers in designing instruction which facilitates learning consistent with the needs and interests of learners. To meet this standard, the school librarian will demonstrate that he/she:
 - a. assesses the needs and abilities of students and adapts curriculum and materials accordingly;
 - b. relates the library program to the curriculum of the school;
 - c. encourages the appreciation and use of media and literature by offering individual and group counseling and instruction;

- d. designs or modifies the physical environment to improve the effectiveness of library resources;
 - e. makes the library an effective source for students and teachers through careful selection and organization of materials, efficient scheduling and responsiveness to the needs of users of the library.
4. The effective school librarian uses various evaluative procedures to assess the effectiveness of the library program. To meet this standard the school librarian will demonstrate that he/she:
- a. selects, adapts and interprets appropriate procedures and criteria for evaluating materials, student performance and the program as a whole;
 - b. uses the results of evaluation to improve the program;
 - c. invites and accepts suggestions concerning the resources and services of the library;
 - d. evaluates his or her own role, behavior and performance.
5. The effective school librarian is equitable, sensitive and responsive to students and other teachers. To meet this standard the school librarian will demonstrate that he/she:
- a. works toward a learning environment in the library which is favorable to openness of inquiry;
 - b. encourages a positive atmosphere for all students especially those with special needs;
 - c. recognizes and respects differences in values and background among students, parents, other teachers and the community;
 - d. supervises library support staff in an equitable, open and constructive manner.

General Professional Performance Standards (Refer to Principles of Effective Teaching)

APPENDIX E-2

CRITERIA FOR GUIDANCE COUNSELOR EVALUATION

1. The effective guidance counselor knows:
 - a. developmental psychology in general;
 - b. personality theory;
 - c. theories of learning and their application to curricula, both academic and vocational;
 - d. theories of individual and group counseling;
 - e. the relationship of the above areas to other fields of knowledge;
 - f. recent developments in guidance and counseling;
 - g. federal and state laws and regulations affecting counseling;
 - h. local, state and federal referral agencies and procedures;
 - i. methods of research and inquiry in psychology and guidance.

2. The effective guidance counselor communicates clearly, understandably and appropriately. To meet this standard the counselor will demonstrate that he/she:
 - a. uses language appropriate to the age, stage of development and special needs of students;
 - b. fosters a counseling relationship that encourages open communication;
 - c. listens and responds to students' verbal and nonverbal communication;
 - d. explains counseling procedures and outcomes clearly to parents, teachers and administrators;
 - e. writes clear and concise reports, case studies and educational recommendations.

3. The effective guidance counselor designs programs and provides services so as to encourage growth and learning consistent with the needs and interests of the student. To meet this standard the counselor will demonstrate that he/she:
 - a. helps students accept responsibility for their own behavior;

- b. facilitates small group interaction so that individuals may learn through shared experience;
 - c. coordinates the efforts of others (students, parents, teachers, specialists) in determining and carrying out effective counseling strategies;
 - d. helps students and parents to develop and assess occupational goals; uses career resource materials effectively; assists teachers in developing students' awareness of career goals; provides advice and training in counseling and guidance techniques to teachers, administrators and parents.
4. The effective guidance counselor uses the results of various evaluative procedures to assess the effectiveness of guidance and counseling services. To meet this standard the counselor will demonstrate that he/she:
- a. evaluates and interprets a student's cumulative record;
 - b. selects, uses and interprets appropriate evaluative and research procedures for individual students and groups of students; determines strengths, weaknesses and biases of various standardized and non standardized tests;
 - c. establishes the objectives and evaluates the outcomes of guidance and counseling services;
 - d. evaluates the effectiveness of his or her own counseling of students; encourages feedback and suggestions for the improvement of guidance and counseling services;
 - e. interprets and uses research data.
5. The effective guidance counselor is equitable, sensitive and responsive to all students. To meet this standard, the counselor will demonstrate that he/she:
- a. recognizes, respects and responds to the special needs and special abilities of individual students;
 - b. recognizes the need for discretion in dealing with information shared in the counseling session and the importance of professional ethics in dealing with students, parents, teachers and administrators;
 - c. recognizes and responds to the impact of major changes and stresses of childhood and adolescents (conflict, separation, loss, isolation and intimacy, inclusion and exclusion, success and failure);
 - d. responds to the needs of individual students so as to enhance their self-esteem;

- e. defends and encourages the exercise of student's rights to equal treatment and freedom of expression;
- f. respects and responds appropriately to racial, sexual, social and ethnic differences.

General Professional Performance Standards (Refer to Principles of Effective Teaching)

APPENDIX E-3

CRITERIA FOR SCHOOL PSYCHOLOGIST EVALUATION

1. The effective school psychologist knows:
 - a. developmental psychology of learning and principles of behavior;
 - b. psychological normality and abnormality;
 - c. diagnosis and treatment of learning and behavioral disorders;
 - d. the administration, scoring and interpretation of individual group measures of human functioning;
 - e. the assessment of cognitive academic affective and behavioral aspects of human functioning;
 - f. the major theories of counseling and psychotherapy;
 - g. the administrative, philosophical, ethical, legal and technical issues that relate to a school psychologist's effectiveness in the schools;
 - h. the major theories and techniques of consultation;
 - i. recent developments in the fields of education and psychology;
 - j. federal and state laws and regulations pertaining to special education.
2. The effective school psychologist communicates clearly, appropriately and understandably with students, parents, teachers, administrators and colleagues. To meet this standard, the school psychologist will demonstrate that he/she:
 - a. interprets diagnoses and prescriptions to students, parents, teachers and administrators so that they are readily understood;
 - b. translates specialized terms into language understood by non-specialists;
 - c. reports and interprets results of case and group studies clearly and effectively;
 - d. listens and responds appropriately to clients verbal and nonverbal communication.
3. The effective school psychologist designs and implements appropriate diagnostic procedures, plans, educational prescriptions, psycho-educational strategies and interventions. To meet this standard, the school psychologist will demonstrate that he/she:

- a. designs and carries out diagnostic studies of individual clients by analyzing developmental and social history;
 - b. observing the client in familiar settings; evaluating sensory, motor, language, perceptual, attentional, cognitive, affective, attitudinal, interpersonal behavior and vocational factors;
 - c. and consulting with teachers, parents and others;
 - d. identifies strengths and weaknesses and appropriate remedial strategies;
 - e. prepares educational plans and prescriptions based on diagnostic studies;
 - f. designs and carries out diagnostic studies of groups of children and families;
 - g. implements those aspects of individual educational plans and the results of group studies, which are the responsibility of the school psychologist;
 - h. counsels individual students, groups of children and their families;
 - i. provides educational, behavioral management and mental health consultation services to teachers, parents and administrators.
4. The effective school psychologist is equitable, sensitive and responsive to students, families, teachers, administrators and the community. To meet this standard, the school psychologist will demonstrate that he/she:
- a. counsels students and others in such a way as to encourage self-exploration, self-understanding and self-confidence;
 - b. evaluates the reliability, validity and fairness of assessment techniques, instruments and procedures;
 - c. understands and conforms to professional ethical standards;
 - d. respects and responds appropriately to racial, sexual, social and ethnic differences.

General Professional Performance Standards (Refer to Principles of Effective Teaching)

APPENDIX E-4

THE EVALUATION PROCESS FOR SCHOOL LIBRARIANS, GUIDANCE COUNSELORS AND SCHOOL PSYCHOLOGISTS

The evaluation of the school librarians, guidance counselors and school psychologists is a cooperative process in which an evaluator and the staff member mutually establish, in September of each year, written performance goals which are related to the specific Criteria for Evaluation.

During the school year, the evaluator and staff member communicate with each other as to the meeting of these goals. At set intervals during the evaluation cycle, the evaluator assesses in narrative form the level of performance and meeting of these goals. The staff member evaluated may submit a written response to an evaluator's written evaluation. The response will be attached to the evaluation.

The time sequence for an evaluation cycle will be as follows:

1. October 1: Cooperative goal setting conference completed and mutually agreed upon; written performance objectives submitted.
2. November 6: Progress conference held and a written assessment completed by the evaluator for all teachers without Professional Teacher Status.
3. February 5: Progress conference held and a written assessment completed by the evaluator for the first time for all teachers with Professional Teacher Status and a second time for teachers without Professional Teacher Status.
4. June 1: Final evaluation conference held and a summative report in narrative form completed by the evaluator for all teachers without Professional Teacher Status.
5. June 1: Final evaluation conference held and a summative report in narrative form completed by the evaluator for all teachers with Professional Teacher Status at the end of the two-year cycle.

The staff member being evaluated or the evaluator will retain the right at any stage in the evaluation cycle to request the participation of a second evaluator appointed by the Superintendent or his/her designee. When this provision is activated due to an unsatisfactory evaluation, it will be the responsibility of the second evaluator to initiate clinical supervision as outlined in the Teacher Evaluation Program, Section E #8.