SUMMARY OF CONTRACT CHANGES
BETWEEN THE PENTUCKET REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE
AND
THE PENTUCKET ASSOCIATION OF TEACHERS - UNIT A

This agreement is entered into this day, August ____ , 2020 between the Pentucket Association of Teachers (hereinafter referred to as the "PAT") and the Pentucket School Committee (hereinafter referred to as the "Committee"). Except as indicated herein, the Agreement between the parties effective July 1, 2017 - June 30, 2020 will continue in full force and effect:

1. Salary Structure:
   (replaces Appendix A from the July 1, 2017- June 30, 2020 Negotiated Agreement)
   A. The salary structure will be in place as something the PAT and Committee can work with to simply apply a percentage (%) increase to the grid each year in a multi year plan.
   B. Both parties agree to have an outside market analysis completed by a qualified, mutually agreed upon independent party to determine market competitiveness of the structure.
   C. Teachers who anticipate accumulating sufficient credits to qualify for horizontal movement on the salary schedule for September shall notify the Superintendent in writing before November 30 of the preceding year in order to be eligible for any salary adjustment.
   D. Principles used to determine placement within the salary structure:
      ■ Years at PRSD (or based upon the step where the employee started at PRSD) are granted annually.
      ■ Degree in the field of Education granted annually as earned. A column shift shall be requested per language in the previous contract. (See C. above)
      ■ Employees can move both Step & Column annually, as earned.
      ■ Additional $1K has been added to Teachers salaries if they fall within a "greyed out" cell in the structure.
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2. **Supervision During Recess:**
   A. Elementary teachers and staff will rotate through and provide coverage for the 20 minute lunch/recess with assistance from the Building Administration.
   B. The plan will be established collaboratively between Building Administrators and Teachers prior to the start of the school year and reviewed & approved by the PAT.
   C. Teachers will be responsible for up to an average of 2 days per week depending upon the plan in their building. "Balanced" sharing of duty can be decided at the building level as each school may have a different approach (x 1 per week, 1 week per quarter, 2 weeks per semester, etc.), however, it must be equitable to the extent possible.
   D. Lunch/Recess duty will be the shared responsibility of Building Administration and Teachers.
   E. This process will be reviewed for clarity and adjustment based upon feedback from the PAT and Committee as to what is working and what needs to be updated.

3. **Department Chairs**
   (Replaces Appendix B- Department Heads from the July 1, 2017- June 30, 2020 Negotiated Agreement):
   A. A Department Chair is a specialist in a given subject area who has the responsibility for the organization, administration and supervision of the curriculum,
teachers, instructional materials, budget and physical facilities within that area, his/her responsibility is both horizontal and vertical:

1. HORIZONTAL - in that he/she takes advantage of the opportunities to articulate the work of his/her department with other departments.

2. VERTICAL – in that the responsibility extends through the grades assigned to him/her.

B. A department chair shall be directly responsible to the principal.

C. Duties of Department Chairs:

1. Supervise teaching and learning with the department.
2. Initiate curriculum study and revision with the department.
3. Give assistance to teachers.
4. Care for minor disciplinary affairs that occur in departmental teacher’s classes before calling on the assistant principal.
5. Assume the responsibility for the preparation of the annual department budget.
6. Approve all requisitions for books, equipment, and annual supply orders for the department.
7. Assume responsibility for equipment, books, etc., used in the department and their proper care, up keeping and accounting.
8. Assume responsibility for assistance at various times when needed with the general administration of the school.
9. Participates in the interviewing and recommending of candidates for hiring.
10. Provides programmatic curriculum recommendations to the appropriate Middle School Administrators.
11. Department Chairs shall no longer conduct formal evaluations.

D. Department Chair Pay:
Department Chairs shall receive a base stipend of $2,250.00 plus $600 for each non-professional status teacher and each teacher on remediation and $400 for each of the other teachers in the department with at least 50% of his/her teaching time in that department. The total number shall be determined when the master schedule is accepted.

E. Department Chair Teaching:

1. Department Chairs shall teach four classes in a seven period day.

2. Requests for inclusion of special interest classes or sections, due to limited memberships, shall not be counted in E.1.
3. The positions of Department Chair for Special Education and of Department Chair of Guidance will be evaluated and clarification will be forthcoming. As of the signing of this document, the roles shall remain as they did in the previous contract.

4. **Addendum to ARTICLE XXVI - GROUP INSURANCE AND TAX ANNUITIES**
Health insurance will remain with the GIC through 2023 as agreed to in the PEC agreement. A move outside of the GIC will take place if both sides agree that it will be beneficial to employees and the district.

5. **Plans for New Initiatives in 2020-21 School Year:**
   **Hold/Pending COVID transition back to 100% return to school**
   • Finalize Literacy Plan for K-6
   • Science Curriculum Review K-12
   • MS/HS Content Writing and Vocabulary Instruction PD
   **Moving forward with in 2020-2021**
   • Accelerated Learning / remote learning preparation PK-12
   • MS/HS Restorative Practices training (grant pending)
   • PK-12 - Culturally Responsive teaching PD
   • DIBELS Literacy Assessment and training for K-6
   **Potentially moving forward on depending upon resources**
   • History curriculum implementation begins K-12 with PD sessions and added curriculum resources provided (6th and 7th Gr., 3rd Gr.) and resources available for staff in grades K, 1, 2, 4 and 5)
   • MS/HS Curriculum Programming review for preparation for Fall 2022 move (Primary responsibility will be administrative with the potential of Department Chair participation in 2020-2021)

6. **PRSD Educator Induction and Mentoring Program:**
   (Replaces Appendix D from the July 1, 2017- June 30, 2020 Negotiated Agreement)

Pentucket Regional School District has a firm commitment to the growth and development of all educators, but particularly strives to ensure that new educators and educators new to Pentucket are supported. The Educator Induction and Mentoring Program is a critical portion of our Professional Development for the district.

**The regulations define the components of induction programs to include:**

1. An orientation program before or at the beginning of the academic year for beginning teachers and all other incoming teachers (may include those new to the district, school, or role).
2. Assignment of all beginning teachers to a trained mentor within the first two weeks of the school year (or, where applicable, date of hire).

3. Assignment of a support team that shall consist of, but not be limited to, the mentor and an administrator qualified to evaluate teachers.

4. Providing release time for the mentor and beginning teacher to engage in regular classroom observations and other mentoring activities.

*Pentucket’s program is structured to include the following components that are further described in the document.* The induction program is a coherent learning experience that is systematic, purposeful and structured over a sustained period of time with the goal of improving teacher practice and student outcomes. It also follows guidance from MA Department of Elementary and Secondary Education for Induction and Mentoring Programs which can be found here [http://www.doe.mass.edu/educators/mentor/guidelines.pdf](http://www.doe.mass.edu/educators/mentor/guidelines.pdf)

The program includes:

- Program goals.
- Communications strategy for informing the school community about the program (including the cost savings associated with investing in an effective induction program versus hiring new educators), promoting the induction program to recruit potential educators, and sharing information with educator preparation programs.
- Roles and responsibilities of the key participants.
- Orientation and training programs for beginning/incoming teachers and mentors.
- Processes for mentor selection and matching.
- Confidentiality policy and hold harmless policy for mentors/mentees to be reassigned.
- Reward and recognition of mentors.
- Evaluation of the effectiveness of the program and a strategy and timeline for making improvements to the program based on the program evaluation.

**Program Goals**

The goals of the program are:

- Provide new educators and those new to Pentucket with a systematic, purposeful and structured professional learning experience over a sustained period of time with the goal of improving teacher practice and student outcomes.
- Establish consistency with expectations for process, protocols and procedures - along with teaching, assessing and learning.
- Provide new educators with experienced professionals for who they can ask questions of, learn from and share concerns.

**Communications strategy for informing the school community about the program**
The district will annually update the School Committee on the program, changes and stories of success. This update will be shared with the educators across the district.

The Assistant Superintendent will facilitate some of the learning sessions for mentors & mentees, and highlight the program’s success during the year to various stakeholders. The Orientation is also a time to celebrate the staff additions to the district with the media.

Roles and responsibilities of the key participants.

Assistant Superintendent -
- Lead the Pentucket Regional School District's Induction Program
- Advocate for funding to support the program
- Assess effectiveness of the program through a cost benefit analysis including teacher retention
- Support the need for training, time for mentors and mentees to meet, and other resources necessary
- Collaborate with Mentor Coordinator(s) and Principals to review applications from district staff and approve those qualified
- Model the intrinsic belief that a strong mentoring program will have a significant positive impact on students
- Facilitate some of the learning sessions for mentors & mentees, and highlight the program’s success during the year to various stakeholders.
- Facilitate a Book Study (professional book chosen by Administration and/or PD Committee), holding 3 sessions that will be held between October to February.
- Review contact logs before submission to Human Resources for stipend payment
- Act as a liaison with the School Committee
- Complete the DESE District Induction and Mentoring Program survey with the assistance from the Mentor Coordinator(s)

Mentor Coordinator (split for 2) -
- Serve as a liaison between mentor leaders, principals, and assistant superintendent
- Serve as an additional resource for mentors and mentees
- Maintain a list of the active trained and approved mentors to be shared with principals
- Communicate with principals over the summer necessary steps to complete for the launch of the Mentoring Program for a new school year
- Coordinate with principals the mentor/mentee assignments soon after date of hire or within two weeks of the start of the school year
- Participate in the Pentucket Teacher Induction Program
- Determine agendas for the beginning of year and end of year mandatory meetings to be shared with mentor leaders
- Meet with mentor leaders as needed through the school year
- Mediate in a confidential manner mentor-mentee pairings if necessary
- Schedule conferences with mentors to resolve conflicts
- Review contact logs of mentors before submission to Assistant Superintendent
- Coordinate with Human Resources which maintains all files relative to the Mentoring Program at the beginning of the year with Mentor/Mentee Assignments and at the end of the year with Mentor Log collection and Stipend Reimbursement
• Assist the Assistant Superintendent with the completion of the state’s District Annual Induction and Mentoring Program survey
• Review the Mentor Program periodically for appropriate revisions
• Assist in planning and coordinating ongoing training programs

**Building Mentor Leaders (5)** -
• Serve as a liaison between mentors, mentees, principals, and other interested parties
• Serve as an additional resource for mentees
• Assist mentors and mentees in locating in-district resources as needed by giving support for organizational and functional issues
• Hold a mandatory beginning of year meeting for mentors
• Hold a mandatory end of the year meeting for mentors and mentees
• Collect and review Mentor logs in May before submitting them to the Mentor Coordinator(s)
• Contact Mentors if they wish to mentor for the next year and let the Mentor Coordinator(s) know of the status
• Mediate in a confidential manner mentor-mentee pairings if necessary
• Assist in planning and scheduling classroom observations with building administration

**Principals**
• Match mentor and new teacher, taking into consideration grade level, subject matter, proximity, and personal style
• Provide mentor/mentee time for planning, observing and conferencing, other than preparation time
• Become knowledgeable about the goals and expectations of the program
• Support and encourage staff members, who have demonstrated mastery of the profession, to apply to the mentoring program
• Inform prospective teachers about the program and requirements during interview process
• Respect the confidentiality of the mentor/mentee relationship
• Sign the confidentiality form with mentor and mentee
• Review applications and make recommendations to the Assistant Superintendent and the Mentor Coordinator(s)
• Serve as a mediator when necessary
• Assign all beginning teachers to a trained mentor within the first two weeks of the school year (or, where applicable, date of hire)
• Reassess mentor assignments for teachers in Years 2 and 3 and change assignment if necessary

**Mentees (new educators/new to PRSD)** -
• Participate in and complete the district’s orientation program in August and new teacher training sessions through the year if new to the district or in Year 1
• Meet regularly with the mentor
• Maintain a contact log containing time spent with all who give guidance, not just the assigned mentor
• Maintain professional respect and confidentiality within the mentoring relationship
• Play an active role in the mentoring relationship by asking questions, seeking help when needed, being open to feedback, sharing teaching strategies, reflecting on personal practice and identifying areas in which to improve
• Participate in classroom observations and engage in reflective conversations
- Become familiar with the district's goals and curriculum and the Massachusetts Curriculum Frameworks relevant to their assignment.
- Sign the confidentiality form with mentor and Principal
- Be willing to ask for help, acknowledge when faced with a challenge, and be open to critique and suggestions.
- Participate in a Book Study by attending 3 sessions during Year 1 between October to February with assigned mentor
- Share contact log with mentor, ensuring that all entries are appropriate

**Mentors - Trained**

- Participate in and complete the district's mentor training program
- Attend meetings through the year regarding the mentor program
- Maintain a log of meetings with the mentee
- Submit mentor log to building leader when requested throughout the year and at the end of the year for review of payment of stipend
- Hold group meetings when assigned more than one mentee
- Reach out to the Mentor Leader or Mentor Coordinator if issues arise (scheduling meetings with mentee, mentor/mentee conflicts, etc.)
- Participate in the district's on-going assessment of the mentor program
- Ensure a strong start to the year by orientating mentee to the school, district, and community, including but not limited to sharing information related to school and district procedures, guidelines and expectations
- Meet with the mentee at regular times in formal and informal interactions to determine and address his/her needs
- Link mentee to resource materials and personnel (colleagues who can assist, administrative staff, etc.) to give additional support for organizational and functional issues (ex: where to find a certain form, who to call with a question, etc.)
- Give guidance and ideas related to classroom management, scheduling, planning and organizing, and communicating effectively with parents
- Provide support in teaching the district's curriculum and implementing the MA State Curriculum Frameworks.
- Observe and be observed by the mentee, facilitating pre- and post-conferences for each observation
- Sign the confidentiality form with Principal and mentee
- Participate in a Book Study by attending 3 sessions between October to February with assigned mentor if mentoring someone in Year 1

**Orientation and training programs for beginning/incoming teachers and mentors.**

In August, about a week prior to school starting, all new educators to PRSD are expected to join the orientation sessions which are scheduled for 2-3 days. These sessions are co-facilitated by the Assistant Superintendent and the Orientation leaders/mentor Coordinators. This orientation, while different each year, covers the following:
○ District and school performance data, including data from DESE's School and District Profiles.
○ Presentation of school and district improvement goals as well as curriculum alignment.
○ An overview of the MA Curriculum Frameworks.
○ An overview of the Standards of Effective Teaching and Inclusive Practices.
○ Educator Evaluation system
○ An overview of district expectations for staff.
○ Introduction to the components of the induction program including the mentor program structure and policies.
○ A presentation of district and school information, policies, and procedures.
○ An introduction to key district personnel and members of the parents' association and the school council.
○ Information on how and where to access school's resources and supplies.
○ An introduction to the community (with maps and demographics).
○ A tour of the school.

Processes for mentor selection and matching.

Staff may apply to become a mentor. Becoming a mentor requires the completion of mentor training. Those assigned must also have demonstrated mastery of the profession and have the recommendation of their supervising Principal. These teachers should hold a Professional Educator License and must have an overall rating on the Ed Eval system of proficient or higher. The Program Coordinators and Assistant Superintendent will review staff applications and accept staff based on a review of these factors.

Building Principals will work with the Program Coordinators and Mentor Building Leaders to assign Mentors to Mentees. This will remain an administrative decision. In year 2 and 3, if a Mentee or Mentor would like to be reassigned, a request to the Program Coordinators or the Building Principal can be made. This request will be kept confidential. While seeking to match mentors and mentees based on similar teaching assignments, PRSD's approach will be to match mentees with experienced staff who can support them with teaching, learning, communication, classroom management and other issues related to their primary function as an educator.

Support for organizational and functional issues (ex: where to find a certain form, who to call with a question, etc.) - should be directed to the Mentors but also the Mentor Building Leaders.

Support for content or curriculum specific questions should be directed to grade level or dept. colleagues, Team Leaders, the Dept. Chair, building leadership, or district leadership.

Reward and recognition of mentors.
The following will be used a structure to pay mentors:

- Mentor Coordinator will be paid $3151.88 per year (this may be split)
- Mentor Building Leader (5) (15 hour min.) will be paid $850 per year
- Mentor of Year 1 teacher (30 hour min.) will be paid $1620 per year
- Mentor of Year 2 teacher (25 hour min.) will be paid $1350 per year
- Mentor of Year 3 teacher (25 hour min.) will be paid $1350 per year

The pay structure for mentors will be tiered based on the number of mentees. The goal is to have a 3:1 ratio, but possibly 4:1 if all parties agree. The higher amount will be applied with the higher % rate

- 1st mentee - full amount
- 2nd mentee - 60%
- 3rd mentee - 30%
- 4th mentee - 10%

An example would be a mentor that is supporting two year 1 educators and two year 2 educators would receive the following:

1st mentee = $1620
2nd mentee = $972 (60% of $1620)
3rd mentee = $405 (30% of $1350)
4th mentee = $135.50 (10% of $1350)
Total = $3132.50

Evaluation of the effectiveness of the program and a strategy and timeline for making improvements to the program based on the program evaluation.

The Program Coordinators will work with the Assistant Superintendent to complete a bi-annual review of the program. Survey data, teacher retention data, and observation will contribute to the review.

Structure of mentoring program

The Assistant Superintendent will oversee the mentoring and induction program. A Program Coordinator (or it may be shared) will facilitate the program and support the mentors and building leaders.
Mentoring a year 1 educator  
20 hours (includes 3 Book Study sessions) - all 1st year teachers and those new to the district + 10 hours of Orientation/Induction (1 hour of this required by mentor)

Mentoring a year 2 educator  
25 hours (includes webinar series for 10 hours) - required for educators new to the profession or any 2nd year staff member who is new to the district may opt to take part or may be requested to take part by their evaluator.

Mentoring a year 3 educator  
25 hours - required for educators new to the profession or any 3rd year staff who is new to the district may opt to take part or may be requested to take part by their evaluator

Mentors will be assigned mentees in their building as a priority. They will be assigned up to 3 total mentees but may take on a 4th if mutually agreed upon. They are encouraged to meet in groups on a regular schedule to fulfill the hourly requirements.

Year 1 mentees and mentors will be required to read Skillful Teaching by RBT (or another suitable professional book selected by the Administration and/or PD Committee) as part of a Book Study and attend 3 sessions that will be facilitated from October to February. This book will serve as a foundation for instructional expectations for district staff and may serve as a source for discussion and follow up among the mentors and mentees.

Year 2 and 3 mentees will participate in webinars series for which they can discuss with their mentor as hours towards the requirements.

Individual sessions may be needed from time to time as may be requested by either the mentor or the mentee.

Mentors receive PDPs in addition to payment. The PDPs are in alignment with the MA DESE Guidance for job-embedded PDPs that can be applied toward re-licensure.

7. Stipend Updates/Clarification of Elementary Leader Positions
   - Elementary Leadership and Support roles
     - Building Leaders - report to building admin 1 meeting per month (12 positions total) - purpose; school leadership, operations and communication (replaces team leaders)
       - Bagnall PK/K, 1-2, 3-4, 5-6 (4 positions)
       - Page PK/K, 1-2, 3-4, 5-6 (4 positions)
       - Sweetsir PK/K, 1-2, (2 positions) - will meet with Donaghue
       - Donaghue 3-4, 5-6 (2 positions) - will meet with Sweetsir
- District Curriculum & PD Leaders - report to Assist. Supt. 1 meeting per month (4 positions) purpose: curriculum review, development, PD & communication
  ■ 1 person for PK/K, 1-2, 3-4, 5-6 from any building for a district team
  ■ Could be same person from building or different
  ■ Year round appointments for possible summer PD
  ■ Grant funded from Title IIA

- Technology Leadership - reports to tech director, develops and implements tech plan, supports teachers with tech integration, develops and offers PD - meets 1x month after school - available after school for PD/during the day to support teachers tech integration (Eliminates the Tech Specialists position)
  ■ Tech Coordinators - 6 total positions (1 from each school/town plus 1 from any school)
  ■ Year round position - August 1st assignment
  ■ After school PD & possible summer PD
  ■ Grant Funded with Title IIA

Non Coaching Stipends:
(Replaces Appendix B - EXTRACURRICULAR STIPEND SCHEDULE from the July 1, 2017-June 30, 2020 Negotiated Agreement)
https://docs.google.com/spreadsheets/d/1ICe6o8tzOKnm1k0D_5PMzl30tmRmIo08gFPP3c75C2E/edit?usp=sharing

Coaching Stipends:
(Replaces Appendix C - ATHLETIC COACHING SALARIES/STIPENDS from the July 1, 2017-June 30, 2020 Negotiated Agreement)
https://docs.google.com/spreadsheets/d/1uRkMRUJo7z8YBtseQmktthfuTbAnRxmxHNXtghrY/edit?usp=sharing

This Memorandum of Agreement is subject to ratification by the Pentucket Association of Teachers and approval by the Pentucket School Committee.

Agreed to by the negotiating teams for the School Committee and the PAT on this the _____ day of August 2020.

PAT Negotiating Team - Mike Wendt, Camille Visconti (MTA), Cathy Bevelaqua, Martine Isabel, Julia Doherty, Matt Smith, Danielle Oliva

PRSDSC Negotiating Team - Emily Dwyer, Dick Hodges, Chris Reading, Justin Bartholomew, Brent Conway, Greg Labrecque
SIDE LETTER TO THE SUMMARY OF CONTRACT CHANGES BETWEEN THE PENTUCKET REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE AND THE PENTUCKET ASSOCIATION OF TEACHERS- UNIT A

1. The salary grid is a 12 step structure.
2. The grid only goes beyond step 12 into the gray cells if someone's salary was already higher than the new salary listed at step 12.

Dena Trotta, Chairwoman, PRSDSC
Michael Wendt, President, P.A.T
NEGOTIATED AGREEMENT
BETWEEN THE
PENTUCKET ASSOCIATION OF TEACHERS
AND
PENTUCKET REGIONAL SCHOOL COMMITTEE

JULY 1, 2017 – JUNE 30, 2020
2017 – 2020 Negotiated Agreement between the Pentucket Association of Teachers
and
Pentucket Regional District School Committee

TABLE OF CONTENTS

Contents

ARTICLE I - RECOGNITION ............................................................................................................. 1
ARTICLE II - NEGOTIATION PROCEDURE ............................................................................... 1
ARTICLE III - GRIEVANCE PROCEDURE ............................................................................... 2
ARTICLE IV - SALARIES ............................................................................................................. 4
ARTICLE V - PROFESSIONAL RESPONSIBILITIES INCLUDING TEACHING HOURS AND CLASS LOADS 4
ARTICLE VI - CLASS SIZE ......................................................................................................... 7
ARTICLE VII - SPECIALIST AND SPECIAL PROGRAMS ................................................................. 8
ARTICLE VIII - NON-TEACHING DUTIES ............................................................................... 8
ARTICLE IX - TEACHER EMPLOYMENT ................................................................................. 9
ARTICLE X - TEACHER ASSIGNMENT .................................................................................... 10
ARTICLE XI - TRANSFERS ......................................................................................................... 10
ARTICLE XII - VACANCIES AND PROMOTIONS ..................................................................... 11
ARTICLE XIII - POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL PROJECTS, SUMMER SESSION ........................................................................... 12
ARTICLE XIV - TEACHER EVALUATIONS .............................................................................. 12
ARTICLE XV - TEACHER FACILITIES ..................................................................................... 13
ARTICLE XVI - USE OF SCHOOL FACILITIES ...................................................................... 14
ARTICLE XVII - SUBSTITUTE TEACHERS ............................................................................... 14
ARTICLE XVIII - PROTECTION Chapter 38B (19700 .................................................................. 15
ARTICLE XIX - TEXTBOOKS ................................................................................................. 15
ARTICLE XX - DUES DEDUCTION ............................................................................................ 15
ARTICLE XXI - EXTENDED LEAVE OF ABSENCE .................................................................. 16
ARTICLE XXII - PROFESSIONAL DEVELOPMENT ................................................................. 17
ARTICLE XXIII - SICK LEAVE AND SICK LEAVE BANK ..................................................... 19
ARTICLE XXIV - PERSONAL INJURY BENEFITS ..................................................................... 20
ARTICLE XXV - TEMPORARY LEAVE OF ABSENCE .............................................................. 20
ARTICLE XXVI - GROUP INSURANCE AND TAX ANNUITIES .................................................. 22
ARTICLE XXVII - SABBATICAL LEAVE .................................................................................... 23
AGREEMENT
This Agreement made and entered into effective June 3, 2014 by and between the Pentucket Regional District School Committee, hereinafter referred to as the “Committee” and the Pentucket Association of Teachers, hereinafter referred to as the “Association”.

ARTICLE I - RECOGNITION

A. The Committee recognizes the Association, for the purpose of collective bargaining, as the exclusive representative of a unit consisting of all professional teaching employees of the Pentucket Regional School System, including guidance counselors, permanent substitutes, teachers performing summer work, coaches who are also teachers, those directing extra-curricular activities who are also teachers, school adjustment counselors, school librarians, speech therapists, school psychologists, occupational therapists, physical therapists, nurses, department heads and Director of Athletics.

B. Excluded from the Unit are the Business Manager, other Substitute Teachers, Aides, Principals, Assistant Principals, Director of Arts and Academics, Director of Supplemental and Intensive Services, and Superintendent.

C. Unless otherwise indicated, the employees in the unit will be hereinafter referred to as the “teachers” and references to male teachers will include female teachers.

ARTICLE II - NEGOTIATION PROCEDURE

A. Not later than October 15, of the calendar year preceding the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort, too reach agreement concerning teachers’ wages, hours and other conditions of their employment in accordance with Chapter 150E of the Massachusetts General Laws and any subsequent amendments. Any agreement so negotiated will apply to all teachers, and will be reduced to writing and signed by the Committee and the Association.

B. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals. The Committee will provide the Association with a complete tentative line budget, as defined in Section 9 of the Pentucket Regional School Agreement for the next fiscal year as it becomes available. The Committee will make available to the Association for inspection all pertinent records of the School System. Either party may, if so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

C. If the negotiations described in this Section A have reached an impasse, the procedures described in Chapter 150E of the Massachusetts General Laws will be followed.

D. During the term of this agreement neither party shall be required to negotiate concerning any matter affecting wages, hours and other conditions of employment whether or not such matter is covered in the Agreement or as amended, except as indicated in A, above.

E. The Committee agrees not to negotiate with any teachers’ organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150E.

F. Under the present statues, the School Committee is a public body governed by the Laws of the Commonwealth. As with all matters not covered by this Agreement, the School Committee must retain all the powers, rights and duties provided by laws and so exercise these obligations without being subject to grievance, procedures, or arbitrations.
ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a claim based on an event or condition which affects the conditions or circumstances under which a teacher works allegedly caused by misinterpretation or inequitable application of the terms of this contract.

2. An “aggrieved person” is the teacher or group of teachers who submit a grievance or on whose behalf it is submitted, the Association and (when it submits a grievance) the School Committee.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of teachers as defined in the Agreement. Both parties agree that these proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to ethically discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association.

3. Nothing herein contained shall limit the Committee in its deliberation or decision making in conformity with the laws of the Commonwealth.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to an aggrieved person, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practical.

3. A teacher with a grievance will first discuss it with his/her principal or immediate superior, either directly or through the Association’s School Representative, with the objective of resolving the matter informally.

Level 1. If the informal meeting does not satisfy the aggrieved person, a formal written grievance setting forth the specific charge or nature of the grievance shall be prepared and presented to the Principal for his/her written decision. If the written grievance is not presented to the Principal within twenty (20) school days after the teacher knew or had reason to know of the act or condition on which the grievance is based the grievance is considered as waived.
Level 2. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within five (5) school days after written presentation of the grievance to the Principal, he/she may file the grievance in writing with the Superintendent of Schools within ten (10) school days after the decision at Level One. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet the aggrieved person in an effort to resolve it.

Level 3. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the School Committee within five (5) school days after a decision by the Superintendent. Within ten (10) School days after receiving the written grievance, a subcommittee of the School Committee (hereinafter referred to as the “Sub-Committee”) will meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Three will, however, be rendered by the full School Committee and will be so done within ten (10) school days of the meeting between the aggrieved person and the Sub-Committee, or at the next regular scheduled meeting of the Committee, whichever is later.

Level 4. (a) If the aggrieved person is not satisfied with the disposition of his/her grievance in Level Three, or if no decision has been rendered within five (5) school days, after the full School Committee has considered the grievance, he/she may, within five (5) school days request in writing that the Association submit his/her grievance to arbitration. If the Association so determines, the Association shall submit the grievance to the American Arbitration Association within fifteen (15) school days after receipt of a request by the aggrieved person. Said arbitrator is then to be selected under the provisions of the AAA rules and regulations in effect, which shall also govern the procedure at the hearing.

(b) The fees of the American Arbitration Association and of the arbitrators and the expenses of any required hearings shall be shared equally by the Committee and the Association, but each party shall bear the expense of its required representatives, participants, witnesses and for the preparation and representation of its own case.

(c) The Arbitrator’s award shall be in writing and shall set forth his/her findings of fact with reasoning and conclusions on the issues submitted. He/she shall arrive at his/her decision solely upon the facts, evidence and contentions presented by the parties through the arbitration proceedings. The arbitrator shall have no power to add to, subtract from or modify any on the terms of this Agreement, and in reaching his/her decision shall interpret the Agreement in accordance with the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Committee and the Association, may be made public by either party, and shall be final and binding upon the Committee, the Association and the teacher or group of teachers who initiated the grievance.
D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the School Committee or by and member of the administration against any aggrieved person, or any other participant in the grievance procedure by reason of such participation.

2. An aggrieved person may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association. When an individual is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.

Miscellaneous

1. If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of the grievance will commence at Level Two.

2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to the aggrieved person and to the Association. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Level 4 (c) and 4 (d).

3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Any dispute as to whether a grievance has been waived because of an alleged failure to adhere to the time limits contained in the Article shall itself be subject to arbitration pursuant to Level Four.

ARTICLE IV - SALARIES

A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.

B. All persons on the Teachers' Salary Schedule will be paid in 26 equal bi-weekly installments. Teachers will have the option of receiving allotted salary for the months of July and August on the last day of school if they apply in writing to the Superintendent before May 1 of that year.

C. The schedule of paydays for the school year shall be published prior to the close of school the previous June.

ARTICLE V - PROFESSIONAL RESPONSIBILITIES INCLUDING TEACHING HOURS AND CLASS LOADS

A. The Association agrees collectively for all its members that they will continue for the duration of the contract services now given. Each teacher agrees to strive for the overall success of the educational program. Teachers realize that they share responsibility with the administration, students, parents and community as a whole for the mental, physical and emotional growth of the students. Further, the teachers acknowledge the significance of extra-curricular activities (such as sponsorship of clubs, participation in class activities, etc.) in the total educational program, and shall continue to participate in such activities.
B. The School Committee and the Association recognize that teachers should have time during the school day for planning, preparation, and other tasks directly related to the teaching process. We believe that effective utilization of preparation periods will be conducive to the improvement of instruction and that preparation periods should be assigned equitably for all teachers. Preparation time is defined as time for teachers when no other duties, meetings or tasks may be assigned. Elementary Grade level teams must inform the principal of a regular 45 minute meeting time and place each week that is conducive to the improvement of instruction and does not conflict with any assigned teaching and non-teaching duties. In addition to a duty-free lunch period of twenty-four (24) minutes, elementary and secondary teachers will be provided preparation time as follows:

1. As long as the elementary school day is six hours and five minutes in duration, elementary classroom teachers will have a minimum 225 minutes of preparation time per week consisting of full school days. Every effort will be made to see that this time is spread out evenly over the work week. There will be at least a half-hour of continuous preparation time available each full day of school.

In the event of an emergency or other unscheduled event or unforeseen circumstance that interrupts the regular school day at an elementary or secondary school, scheduling of preparation time will be made, in consultation with the Association, in ways that minimize negative impact on student learning.

2. Should the length of the elementary pupil day be increased, the preparation time for elementary teachers will also be increased proportionally.

3. Secondary School Teachers will not be required to teach more than two (2) subject matter areas. Subject matter areas shall be defined as English, Art, History, Mathematics, etc.

4. Exceptions to the provisions of Section 3, above, may be made only if the Superintendent of Schools determines that it is necessary to do so in the best interest of the educational process. The Association will be notified of each instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be the subject of the grievance procedure and will be initiated at Level Three thereof.

5. Teachers in grades 7-12 may be assigned a daily duty by their respective principals. For as long as the seven period day is in existence at the secondary level, teachers in grade 7-12 will be assigned no more than the equivalent of five teaching periods; and, in addition to the aforementioned duty-free lunch period, shall have one duty-free period for preparation. Teachers in grades 7-12 may be assigned duties by their respective principals for up to six periods in a six-day cycle. Should the seven period day be abolished, then the teacher load shall revert to that in effect before the institution on the seven period day, which would call for a six period day wherein teachers would teach no more than five periods per day and would have one duty-free period for preparation per day. Each July the Administration will provide the Association with a list of those secondary full-time teachers who will be assigned a schedule that is more or less than the equivalent of five teaching periods.

6. Both the Association and the School Committee recognize that either party may, upon ten days’ notice to the other, reopen this agreement should that be warranted due to circumstances such as the following: changes in the Commonwealth of Massachusetts regulations relative to time and learning, changes in grade configuration by the School Committee that have programmatic or scheduling ramifications, enrollment increases that may necessitate scheduling modifications.

7. Part-time teachers shall be paid on a fractional basis for the placement on the salary schedule, the numerator being the number of teaching periods assigned on a daily basis, and the denominator being the number of teaching periods that may be assigned each day to a full-time teacher pursuant to Paragraph B. 5., above. In addition, part-time teachers who teach twenty percent (20%) or less may be assigned supervisory duties at the discretion of the building. 5
principal, it being understood that, to the extent feasible, these part-time teachers will be assigned supervisory responsibilities.

8. (a) The school day for teachers shall consist of the regular pupil day plus the additional time as defined in Paragraph (b) below. The regular pupil day for elementary schools shall be no longer than six hours and twenty-five minutes in duration and shall begin between 8:15 and 9:15 a.m. However, should additional staff be hired for such areas as Foreign Language, Health, Gifted and Talented, Technology, etc., the pupil day will be no longer than six hours forty-five minutes and should end no later than 3:00 p.m. Any unassigned elementary teacher time before or after the pupil day may be used for one additional meeting a week, extra-curricular clubs and/or activities, parent conferences or other professional requirements of the job. The regular pupil day for secondary schools shall be no longer than six hours and forty-five minutes in duration and shall begin between 7:15 and 8:15 a.m.

(b) All secondary teachers will begin their school day ten minutes before starting time for students and will end their school day twenty-five minutes after the scheduled time for student dismissals on Tuesdays, Wednesdays and Thursdays, and after supervision of students exiting the building on Mondays and Fridays. No more than five (5) faculty meetings a year at which attendance is required shall be held on Monday at the secondary schools. Elementary teachers will begin their school day ten minutes before starting time for the students and will end their school day ten minutes after the scheduled time for student dismissal. Should additional staff be hired as delineated in B 8a, elementary teachers will continue to have a school day no longer than seven (7) hours. Any supervisory duties which may be assigned will be during the ten minutes before and the ten minutes after the pupil day. Any supervisory duties which may be assigned during these periods shall be equitable distributed on a rotating basis among all bargaining unit members in the building. It is understood, however, that there may be occasions when a teacher may be reasonably expected to remain longer to adequately provide student makeup or extra help, or to attend those meetings specified in section C.2. of this article.

C. Subject to the provisions of the following paragraph, the work year of teachers (other than new personnel and supervisors who may be required to attend additional orientation sessions) will begin no earlier than the Monday before Labor Day with no school Friday of that week and terminate no later than June 30, but will in no event be longer than four (4) days more than the number of days when pupils are required to be in attendance, as specified in this section. The “work year” will include days when pupils are in attendance, two (2) half days scheduled for parent conferences and up to 30 hours of professional development time scheduled for two full days at the beginning of the year and in 16 blocks of 90 minutes throughout the 184 day school year. The Superintendent and the President of the PAT will consult regarding the scheduling of these 16 sessions before the School Committee adopts a calendar for the next school year.

1. The Committee agrees that there shall be no mandatory makeup for parents who do not attend the conference day. That is, there will be no requirement for teachers to personally give report cards to parents who do not attend the conference day. Teachers will accommodate parents who cannot attend the conference day at mutually agreed upon times if the teacher and parent determine that a need for a conference is required.

2. Teachers shall attend a reasonable number of educational meetings scheduled by the Superintendent of Schools or their Principal or Department meetings called by the proper administrative officers. Reasonable advance notice of at least 24 hours, and subject matter of such meeting will be given, wherever possible, and no teacher will be excused except by the person calling the meeting.

3. The Committee shall consider whatever input the Association submits in writing to the Superintendent on or before April 1st of the prior school year. The calendar for a school year shall normally be adopted prior to June 30th of the preceding school year, and once adopted, shall
normally not be changed. In the event that the Committee shall consider any change in the school calendar after it has been adopted, it will notify the Association President and will consider any input provided by the Association before the Committee acts on any proposed change(s).

4. In addition to the conference day set forth in Section C.1, above, teachers may also be required to attend up to two (2) evening meetings of no more than three hours each during the school year. The second meeting, if scheduled, will be compensated at the CET rate set forth in Article VII of the Agreement. No teacher shall be required to attend any evening meeting other than as required by this Section.

D. 1. The normal work year for school adjustment counselors shall be the regular teacher work year.

2. In addition to their respective salaries in Appendix A, teachers will be compensated at their regular per diem rate for any work days beyond those in Section D.1., above. In the summer vacation period, the per diem rate will be that of the previous work year. Employment under this paragraph shall be for specific purposes as approved by the Principal. Furthermore, any such employment shall be by the mutual consent of the teacher involved and the Building Principal, upon approval of the Superintendent, as to both the number of days and dates of such employment.

3. High School Media Specialist/Guidance Counselors may volunteer to work a flexible school day schedule as mutually agreed upon by the Principal, the individual involved, and the President of the Association.

E. The President of the Association will not be assigned homeroom or any other non-teaching duties.

F. Any high school teacher assigned to teach an AP class will receive a double period of duty free preparation time during the first year of this assignment.

ARTICLE VI - CLASS SIZE

A. The School committee shall maintain a ratio of 35 professional staff members per 1,000 pupils with the following stipulations:

    Groveland, Merrimac, West Newbury:
    Excludes kindergarten teachers, principals, librarian, reading consultant

B. The Pentucket Regional District School Committee shall maintain a ratio of forty (40) professionals for each 1,000 students with the following stipulations:

    The following specialists shall be excluded: principals (2); assistant principals (2);
    guidance personnel (5)

C. The School District whenever possible and practicable shall strive to limit class sizes to the following ratios:

    20:1    K-12
    15:1    Writing Lab - High School

Any instance of over populated class size shall be reported monthly by the Superintendent and or the Association to the School Committee for the purpose of identifying support(s)

Whenever a caseload of Special Ed students is considered extreme or excessive, (Progress Reports, Evaluations and Direct Service Hours) the district and association agree to convene in order to develop supports for the educator.
ARTICLE VII - SPECIALIST AND SPECIAL PROGRAMS

A.  
1. No teacher shall be required to use regular preparation periods for (a) CET meeting, or (b) to substitute for another teacher who is attending a CET meeting.

2. No teacher shall, during a regular class period, be responsible for the students of a teacher who is attending a CET meeting.

3. Every effort will be made to schedule CET meetings during or immediately after school hours.

4. Any teacher who participates in a CET meeting that begins more than one-half hour before the beginning of the teacher day or extends beyond one hour after student dismissal time shall be paid. The current rate is $25.00 per hour for time outside those limits.

5. Beginning in FY 2017 the CET rate will be $50.00 per hour.

ARTICLE VIII - NON-TEACHING DUTIES

A. Although the School Committee acknowledges that the main function of the School is the pursuit of academic excellence, American education has never limited its objectives to this one aspect of education. The welfare of the individual and that of the nation depends on simultaneous development of many objectives. To fulfill the many objectives, teachers will, as they have in the past, participate in activities not directly related to the classroom instruction. This contract continues the responsibilities of teachers in effect as of this date as to those objectives, which cannot be fulfilled during the teacher’s regular workday.

B. Teachers will not be required to drive pupils to activities away from the school. They may voluntarily do so with advance approval of the Principal. Teachers are advised to take the recommended guest coverage under the Committee’s policy of reimbursement if they intend to do so.

C. Teacher shall not be held personally responsible for monies collected provided that reasonable care is exercised.

D. Teachers will not be required to perform the following duties:

   1. Health services, such as administering eye or ear examinations and weighing and measuring pupils.

   2. Collection of insurance and picture monies.

E. 1. Non-Teaching duties performed within a school shall be assigned on an equitable basis as determined by the Principal. Non-teaching duties performed at the high school shall include cafeteria duty, study hall, hall duty, detention room, in school suspensions, and bathroom duty. Any teacher assigned to cafeteria duty will serve only one lunch mod daily. English teachers and other classroom teachers who write more than twenty-five college recommendations will have no duties during the first semester. Science teachers with at least three (3) lab preparations, AP teachers, coordinators with K-12 responsibilities, and other teachers with unusual circumstances* will not be assigned duties. The high school duty roster will be mutually agreed to by the principal and Association president. High school teachers who are involved in the co-teaching model will have no homeroom duty. This time is provided so that the SPED teacher and the classroom teacher will meet on a regular basis as needed.

*Advisor for Pentucket Center for Renewable and Alternate Energy
2. Middle School - Team Teacher (ELA, Math, Social Studies, Science, Special Ed.) teach 220 minutes daily and Specialists (Foreign Language, PE, Music, Art, STEM, Health, Theatre, and Technology Integration) teach 225 minutes of direct instruction daily, and work with students for forty-five (45) minutes daily when no lesson plans, homework, or grading are required, and oversee twenty (20) minutes of daily homeroom time. Team time allows each team to meet on a daily basis for forty-five (45) minutes. As needed for appropriate communication, a team member or members may meet with parents, guidance counselors, special education teachers, or other staff about related specific student needs during Team time. Academic preparation time of forty-five (45) minutes is also provided to each teacher individually on a daily basis.

(a) Part-time teachers will be assigned duties on a pro-rated basis
(b) The am/pm bus duties and the afternoon office detentions will be assigned on a rotating basis amongst all Unit A Members.
(c) Other duties at the Middle School are: hall duty, lunchroom duty, in-school suspension, computer room assistance, and media assistance.

Middle School – Core (ELA, math, social studies, science), Special Education, and Specialist (foreign language, PE/health, music, art, STEM, theatre, and technology integration) teachers teach 260 minutes daily. All teachers have fifty-two (52) minutes of team time during which they meet with content area and/or grade-level team members. When appropriate, teachers may also use team time to meet with parents, guidance counselors, special education teachers, or other staff about specific student needs. In addition, teachers may use team time to attend regularly scheduled special education meetings. Academic preparation time of fifty-two (52) minutes is also provided for each teacher individually on a daily basis.

(a) Part-time teachers will be assigned duties on a pro-rated basis.
(b) The am/pm bus duties and the afternoon office detentions will be assigned on a rotating basis amongst all Unit A Members.
(c) Other duties at the Middle School are: hall duty, lunchroom duty, in-school suspension, computer room assistance, and media assistance.
(d) Preference will be given to Grade Level Secondary Team Leaders to be assigned to their respective grade level students.

F. Any specialist assigned to a building one day or less per week will be assigned supervisory duties at the discretion of the building principal in accordance with the educational needs of the system, it being understood that, to the extent feasible, these specialists will be assigned supervisory responsibilities.

ARTICLE IX - TEACHER EMPLOYMENT

A. Full credit on the salary schedule will be given for previous outside public school teaching experience within one’s discipline upon initial employment.

B. 1. Teachers with previous teaching experience at Pentucket will, upon returning to the system, receive full credit on the salary schedule for all outside public school teaching experience. Teachers who have not been engaged in teaching on a full-time basis will, upon returning, be restored to the next position on the salary schedule above that at which they left if they have completed all the requirements for advancement to the next step.

2. Previously accumulated unused leave days will be restored to all returning teachers who were on approved leave of absence. Persons who voluntarily left the system will begin sick-leave benefits as any other teacher new to the system.

C. No adjustments for experience and course work completed prior to coming to Pentucket Regional
School District which has not been stated and documented on the application will be made after the signing of the original contract.

**ARTICLE X - TEACHER ASSIGNMENT**

A. Teachers will be notified in writing of their programs for the coming school year, including the building(s) 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 not later than June 30.

B. 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, except a teacher who was hired to teach outside his/her major or minor field cannot exclude these subjects from his/her field of competence.

C. In arranging schedules of teachers who are assigned to different buildings, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.

D. Teachers assigned to more than one school building per day will receive interschool travel reimbursement on the following basis:
   1. Inter-school travel must be at least one (1) mile each way to be reimbursed. The rate per mile is the current IRS rate.

E. Job-sharing arrangements are available to full-time teachers who have earned professional status. Two individuals in a job-sharing situation will not incur a loss of professional status. The following procedures are to be followed:
   1. All applications for job sharing shall be submitted annually by January 31.
   2. Two teachers sharing the equivalent of a full-time position must be in the same school; i.e. one teacher assigned to morning; the other to afternoon.
   3. Each application for job sharing shall be submitted to the Superintendent who shall have sole discretion for approval. Disposition on approval shall not be done in an arbitrary or capricious manner. Applicant may request reasons from the Superintendent as to non-approval. The Superintendent shall respond within 5 working days.
   4. Before a job-sharing position is designed, the impact on students and the school’s programs will be considered.
   5. In the event that an application for job-sharing is not resubmitted or is not approved for a succeeding school year, teachers will be assigned in accord with the provisions of Article X, subject to the provisions of Article XXX if full time positions are not available for all teachers engaged in job-sharing.
   6. None of the provisions under Section E shall be subject to arbitration as forth in Article III.

**ARTICLE XI - TRANSFERS**

A. Definition
   "Transfer" shall mean reassignment to an area outside (a) the teacher's certification, (b) the teacher's major or minor area, (c) the area for which the teacher was hired or which he/she originally proposed and was granted permission to teach, (d) a different building.

B. When transfers are necessary, area of competence, major and minor fields of study, quality of
teaching performance and length of service will be considered. In both voluntary and involuntary transfers, when the above considerations are equal, length of service will prevail.

C. Voluntary Transfers

1. When the Superintendent wishes to transfer, volunteers will be requested.
2. Teachers who desire to be transferred shall request transfer by May 15. Requests shall be reviewed annually. Teachers shall be informed in writing of the disposition of their requests by June 15. A teacher who wants to be considered for any vacancy that may occur between June 15 and August 31 shall notify the Superintendent in writing of such interest on or after June 15.

D. Involuntary Transfers

If the Superintendent decides to transfer a teacher involuntarily:

1. Any teacher with professional status with more than fifteen (15) years in the system shall not be involuntarily transferred. If all teachers have fifteen or more years of service, the least senior teacher will be transferred.
2. Certified volunteers shall be transferred before any involuntary transfer is made.
3. The teacher will meet with the Superintendent (or designee) and will be given the reason for the transfer.
4. If the teacher objects to the transfer, the Superintendent (or designee) will meet with an Association representative and the teacher to discuss the transfer.
5. Notice of involuntary transfer will be given to a teacher as soon as practicable and, under normal circumstances, no later than five (5) school days prior to the close of school.

E. In the event the School Committee proposes changes to either grade and/or school configurations, the parties shall meet to discuss these issues at the request of either side.

ARTICLE XII - VACANCIES AND PROMOTIONS

Vacancies in professional positions which the Superintendent intends to fill shall be posted and filled in accordance with the provisions of this Article.

1. During the School Year

   (a) Notice of the vacancy will be posted at a designated place in each school and a copy of the posting will be sent to the President of the Association.

   (b) Such positions will not be filled, except on a temporary basis, until seven (7) school days after the notice of vacancy is posted.

2. During the Summer

   (a) When any vacancy occurs from the end of school, through August 31, written notice of said vacancy will be sent to the President of the Association (or designee), and to any teacher who requests continuing consideration pursuant to section C2. of Article XI.

   (b) Such positions will not be filled, except on a temporary basis, until ten (10) calendar days after the notice is mailed except that the Superintendent may immediately fill a teaching position or a fall season coaching position that becomes vacant between August 11 and August 31.
3. **General**

(a) In filling vacancies the Superintendent agrees to give due weight to the professional background and attainment of all applicants, the length of time each has been in the school system and other relevant factors.

(b) Appointments will be made without regard to race, color, age, religious creed, national origin, sex, gender identity, sexual orientation or marital status.

**ARTICLE XIII - POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL PROJECTS, SUMMER SESSION**

A. All openings for summer school and evening school positions and for all positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible.

B. First consideration will be given members of the bargaining unit. Consideration will be given to the teacher’s area of competence, major or minor fields of study, quality of teaching performance and length of service. However, nothing shall prohibit the Superintendent from selecting the person(s) whom he/she deems best suited for the position.

C. Teachers who apply for such positions will be notified in writing of the actions taken regarding their applications as early as possible.

D. Compensation for summer school and evening school positions will be at the CET rate set forth in Article VII of the Agreement.

E. Persons performing professional duties under Federal Projects during the normal teach year shall be entitled to the same salaries, benefits and conditions as teachers employed by the Committee.

F. Teachers submit a letter of intent with course description to the principal by January 1st with confirmation by the principal following the approval pending sufficient enrollment/funding of the fiscal year budget. Teachers will be compensated at the per-diem rate of pay using the most recent salary.

**ARTICLE XIV - TEACHER EVALUATIONS**

Current Teacher Educator Evaluation documents available in Appendix E.

A. All monitoring or observation of the work performance of a teacher will be conducted openly and will full knowledge of the teacher; if inadvertent observation of a teacher’s work performance results in a negative appraisal of the work performance and if an administrator intends to discipline, reprimand or write up the actions of a teacher, the procedure outline in E shall be followed. The uses 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 such report with their superiors. There shall be a standing joint committee made up of 6 persons, 3 appointed by the Association and 3 appointed by the Committee. The Committee will be charged with meeting within 30 days of request from either party to review the existing evaluation procedure and related contract language and to make recommendation(s) for changes which will be subject to negotiations and ratification by the parties to this agreement.

1. Any supervisor who observes anything that could negatively impact a teacher’s evaluation shall promptly, in private, bring the matter to the attention of that teacher.
2. Any supervisor who observes anything that, if not corrected, will negatively impact a teacher’s evaluation shall promptly, in writing, bring the matter to the attention of that teacher.

B. Teachers will have the right upon request, to review the contents of their personnel file. A teacher will be entitled to have a representative of the Association accompany him/her, during such review.

C. 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 the opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature to the copy 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.

D. Each observation of a teacher (except short-term non-directed observations) will be allowed by a written report to the teacher by the administrator making the observation. Such report will be made within ten (10) school days unless delay is caused by the absence of the administrator.

E. The Association recognizes the authority and responsibility of the administration for disciplining or reprimanding a teacher. Such action will be done privately. When a teacher is to be disciplined or reprimanded by any member of the administration, including a supervisor, the teacher, upon request, shall be entitled to have an Association representative present. The administrator, upon request, shall also be entitled to have another person present. In the event that the substance or fact of the discipline or reprimand is to be placed in the teacher’s file, said material shall not be placed in the teacher’s file until the teacher has had an opportunity to review the material and attach to the material any pertinent comments he/she desires to make.

F. Teacher Evaluation pursuant to Article XIV shall be conducted in accord with the current “Guide To Teacher Evaluations” until any revisions are submitted and ratified by both Parties.

G. The parties agree that the sub-committee as proposed by the Committee will also study the evaluation for department heads.

ARTICLE XV - TEACHER FACILITIES

The following items shall be available:

1. Space in each classroom in which teachers may safely store instructional materials and supplies;

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;

3. An appropriately furnished room, which will include a telephone, to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area;

4. A serviceable desk and chair for the teacher in each classroom;

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

6. A well-lighted and clean male teacher rest room and a well-lighted and clean female rest room; and

7. A separate, private dining area for the exclusive use of the teachers;
8. An adequate portion of the parking lot at each school will be reserved for teacher parking.

**ARTICLE XVI - USE OF SCHOOL FACILITIES**

A. The Association shall have the right to use, upon request of the appropriate Principal, portions of a building for Association meetings.
   1. These meetings will not be held during the school day.
   2. These meetings will not interfere with any scheduled activity.
   3. These meetings will be held at reasonable hours.

B. Teachers may request of the appropriate Principal the use of athletic facilities and equipment without cost, which request shall not be unreasonably denied.
   1. Proper care of facilities and equipment will be insisted upon.
   2. Breakage and losses will be compensated for by the users.
   3. Pupil activities will take precedence over all facilities and equipment.

C. Except as defined in A and B, all other regulations of the committee’s controlling building usage shall be applicable.

D. A bulletin board for the Association shall be available for its exclusive use.

**ARTICLE XVII - SUBSTITUTE TEACHERS**

A. All positions will be filled by certified teachers whenever possible and paid in accordance with the salary schedule set forth at Appendix A.

B. 1. If an individual is hired to substitute for the same teacher for a known period of time, the substitute teacher shall be paid as follows:
   
   (a) Fifteen (15) school days or less, the per diem substitute rate.
   
   (b) Sixteen (16) school days through forty-five (45) school days, Step 1 on the bachelor’s scale from the first day.
   
   (c) Forty-six (46) or more school days, as provided in Article IX from the first day.

   2. If an individual is hired to substitute for the same teacher for an unknown period of time, the substitute teacher will be paid as follows:
   
   (a) First fifteen (15) school days, per diem substitute rate.
   
   (b) School days sixteen (16) through forty-five (45), step 1 on the bachelor’s scale.
   
   (c) School days beyond forty-five (45), as provided in Article IX.

   3. If an individual is hired to substitute for the same teacher for an unknown period of time and thereafter the period becomes known, or if a known period of employment is extended, the substitute teacher will be paid as provided in Section B.1. on a prospective basis only.
4. A substitute teacher hired to substitute for the same teacher for part of the school year will be entitled to pro-rata sick leave and any other contractual benefits after completion of forty-five (45) days of work.

C. Every reasonable effort will be made to find substitute teachers for an absent elementary school specialists.

ARTICLE XVIII - PROTECTION Chapter 388 (1970)

An Act providing fair dismissal procedures for certain school employees.
"(1) In the event of a lawsuit involving allegations of negligence and/or violation of civil rights in which the teacher is named as a defendant, the Committee will provide representation by counsel and indemnify the teacher to the extent permitted by Chapter 258 of the General Laws, provided that teacher cooperates with defense counsel.

ARTICLE XIX - TEXTBOOKS

The School Committee will continue its policy of providing sufficient funds to insure that each pupil has proper textbooks and other learning materials required for the implementation of approved curriculum.

ARTICLE XX - DUES DEDUCTION

A. The Committee agrees to deduct from the salaries of its employees dues for the Pentucket Association of Teachers, Massachusetts Teachers Association or the National Education Association, or any one of such Associations as said teachers individually and voluntarily authorize the Committee to deduct, and transmit the monies promptly to such Association or Associations. Teacher authorizations will be in writing in the form set forth below:

DUES AUTHORIZATION CARD

Name
Address

I hereby request and authorize the Committee to deduct from my earning and transmit to the Association check below an amount sufficient to provide for regular payment of the membership dues as certified by such Association in equal monthly payments over the remainder of the school year and for succeeding school years. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than sixty (60) days prior to the commencement of the school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Committee and all of its officers from any liability thereof.

Teacher Organization:

Teachers Association Massachusetts
Teachers Association
National Education Association

Dated ________________________

Teacher’s Signature ________________________________

B. Each of the Associations named in Section A. above, will certify to the Committee in writing the current rate of its membership dues. Any Association which will change the rate of its membership dues will give the Committee thirty (30) days’ written notice prior to the effective date of each change.
C. Deductions referred in Section A, above, will be made in equal installments from the first paycheck in October to the last paycheck in June. The Committee will not be required to honor for any month’s deduction any authorizations that are delivered to it later than two (2) weeks prior to the distribution of the payroll from which the deductions are to be made.

D. On written request by the President of the Association, the Committee will list these employees who have authorized deductions. Requests for additions and/or withdrawals shall be requested in writing not more than once a month.

ARTICLE XXI - EXTENDED LEAVE OF ABSENCE

A. The Committee agrees that one teacher designated by the Association will, on six month’s notice, be granted a leave of absence for one full school year without pay for the purpose of engaging in Association (local, state, or national) activities. Upon return from such a leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided that he/she has met the advancement requirements of all other teachers.

B. A leave of absence without pay for two (2) years will, on three (3) months’ notice, be granted to any teacher who joins the Peace Corps or serves as an exchange teacher, and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided that he/she has met the advancement requirements of all other teachers.

C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of three (3) years.

D. A leave of absence without pay will be granted upon, whenever possible, sixty (60) days’ prior notice to any teacher for the purpose of caring for a family member. Such leave shall initially be granted for not more than one (1) year, but shall, upon request of the teacher, be renewed for up to a total of two (2) years. Teachers on such leave shall return only at the commencement of a school year. This provision is separate and apart from maternity leave prescribed by G.L.c.149, S 10SD, and should be utilized by a teacher who desires a leave longer than the leave provided by statute.

E. Other leaves of absence without pay may be granted by the Committee.

F. All benefits to which a teacher was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to the same position which he/she held at the time said leave commenced, if available, or, if not to a substantially equivalent position.

G. All requests for extensions or renewals of leaves will be applied for in writing and, if granted, will be in writing. Extensions or renewals are not automatic but may be granted in extenuating circumstances by the School Committee.

H. Teachers on leaves of absence pursuant to Section A or B of this Article shall return only at the Commencement of a school year, marking period, or semester, where the leave has extended beyond the end of a school year.

I. In addition to medical leave, as in FMLA, upon request of at least two weeks written notice of an anticipated date of departure and intention to return, when practicable, a non-birth parent, foster parent or a unit member who is having a child placed with him/her pursuant to a court order will be entitled to
use, at his/her option, up to a maximum of ten (10) consecutive days of his/her personal accumulation of sick leave days during his/her parental leave. Leave granted with this provision shall not extend other leaves related to childbirth or family needs.

ARTICLE XXII - PROFESSIONAL DEVELOPMENT

The Pentucket Educator Evaluation System defines expectations for each educator. Professional development is required for continuous improvement of professional practice and every educator ensuring high levels of student performance. Each educator is responsible for selecting and participating in professional development that supports his/her improvement of professional practice and improved outcomes for students or educational areas. Any application for reimbursement for professional development must align to improved professional practice of that educator and to improved outcomes for students assigned to that educator.

A. Credits

1. All credit courses to be submitted for salary schedule acceptance shall be taken at colleges accredited by the New England Association of Secondary Schools and Colleges or its regional equivalent. The application for such course approval shall contain complete information substantiating the criteria of course approval described below.

2. Participation in approved workshops outside of regular work hours or in other sanctioned programs designed for professional improvement may also be used for salary schedule credit on the basis of fifteen (15) hours for one credit.

(a) It is agreed that credit for movement on salary schedules will be given for workshops, conferences, institutes, etc. which involve the teacher’s effectiveness in the performance of professional duties.

(b) All credits granted by the former superintendents will be accepted as written by each.

(c) All workshops, institutes, conferences, etc. offered by Pentucket Regional School district outside of regular school day hours will be credited as in-service hours.

(d) Any workshop, institute, conference attended by staff of Pentucket Regional School District may be credited as in-service hours. An approval form will be developed by the administration and PAT for determination of credit.

(e) In-service hours will be carried from school year to school year until an in-service credit has been earned.

(f) In-service credits may be used for salary movement from column to column, provided the teacher has met all other requirements.

(g) An updated in-service report will be provided to each member of the staff in September of each school year.

B. Criteria for Approval

1. Any teacher may apply for course reimbursement if the course is directly related to a subject taught and/or will contribute substantially to the teacher’s performance.

2. Teachers in an approved Master’s degree program will qualify for additional reimbursement subject to funding. Evidence of admission to the approved Master’s Program must be on file.
3. For those teachers who are seeking reimbursement from the District for a Master’s Degree Program, additional approval shall be obtained in the form of a recommendation from either a Principal or Department Head, as appropriate and forwarded to the Superintendent.

C. Approval Procedure

1. Each request for approval shall clearly state how the course is expected to meet the criteria in section B. above.

2. Each request shall be submitted to the Superintendent of Schools for approval/disapproval. If no decision is received by the teacher within ten (10) school days from receipt of forms in the Superintendent’s Office, the course will be considered approved.

3. If the Superintendent disapproves the request, and the teacher so desires, the application will be reviewed by the Professional Development Appeal Committee, composed of three teachers chosen by the Pentucket Association of Teachers and three School Committee members.

4. If the decision of the Professional Development Appeal Committee results in a tie vote, the decision may be appealed by either party through the grievance procedure and will be initiated at Level Three.

D. 1. For the school year 2003-04, the Committee will budget no less than $35,000 for tuition reimbursement. For the school year 2004-05, the Committee will budget no less than $49,000 for tuition reimbursement. For the school year 2005-06, the Committee will budget no less than $45,000 for tuition reimbursement. A committee, called the Tuition Reimbursement and Professional Development Committee, will be formed to determine the maximum allotment for each member of the bargaining unit and make recommended adjustments to the Superintendent no later than May 1st of each school year. This Committee will be comprised of three teachers appointed by the Association and three members appointed by the School Committee. It is further agreed that to be reimbursed, a teacher must receive a mark of B (3.0) or higher or pass, if the course is only offered on a pass-fail basis.

   (a) Beginning in 2017, professional development funds remaining after the dispersal of reimbursements will be distributed according to a plan developed by the Association by May 15th of each year.

   (b) The Tuition Reimbursement and Professional Development Committee will meet to determine how the remaining monies will be divided amongst the bargaining unit for each of the next three years.

   (c) They will review the status of the tuition reimbursement account on an ongoing basis, and they will make recommendations.

   (d) They will survey teachers for educational needs and recommendations; in addition, the Professional Development Committee shall convene not later than November of each school year to review the allocation of time for professional development.

   (e) They will develop an annual course calendar for PK-12; and

   (f) The Committee will develop a post workshop evaluation form to provide feedback useful for quality assurance and continuous improvement of professional practice to be shared with the membership.
ARTICLE XXIII - SICK LEAVE AND SICK LEAVE BANK

A. Any regular employee shall receive full sick leave pay for absence due to disability caused by personal illness or accident; any quarantine regulations of the Board of Health; in accordance with the following provisions:

1. Only service in the local Public Schools may be credited to sick leave benefits.

2. Each regular employee shall be entitled to fifteen (15) days of personal illness or accident sick leave each school year with full pay, and said leave shall accumulate to a maximum of not more than 184 days. The Superintendent, or his/her designee, reserves that right. At the expense of the District, to require a medical certification justifying the use of sick leave, when abuse is suspected, from a physician designated by the District. The Superintendent, or his/her designee, when abuse is suspected, may require a medical certificate as to the fitness of an employee to return to work from a physician satisfactory to the District.

3. New employees must perform one full day of service at the beginning of the school year in order to be eligible for that year's sick leave.

4. Each teacher shall be entitled to up to five (5) days of sick leave each year in case of:

   a. Emergency, illness or injury in the immediate family which requires a teacher to care for or make arrangements for necessary medical or nursing care.

   b. For the birth of a child, for adopting a child under the age of eighteen or for adopting a child under the age of twenty-three if the child is mentally or physically disabled.

   c. Said leave is to be deducted from sick leave.

5. Each teacher shall receive annual notice of his/her accrued sick leave on or before September 16th of each school year.

B. Effective with the beginning of the 1995-1996 school year, a sick leave bank will be established for use by qualified members of the bargaining unit* whose sick leave accumulation is exhausted through serious prolonged illness/accident and require additional leave to make full recovery from an extended illness/accident.

1. It shall be mandatory for each member of the bargaining unit to submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank, each September to be utilized by the teachers who qualify and who have exhausted their own individual leave, both annual and accumulated and who still have a serious extended illness. The Sick Leave Bank shall have a maximum accumulation of five hundred (500) days.

2. Personnel shall not qualify for consideration of extended illness leave within the framework of Sick Leave Bank unless they have accumulated at least twenty (20) sick leave days (after the submission of required by section 1). Once a teacher has become eligible for the benefits of the Sick Leave Bank, he/she shall continue such eligibility for the duration of this Agreement.

3. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the School Committee to serve at its discretion and two (2) members designated by the Association to serve at its discretion.

4. All requests for grants from the sick leave bank shall be in writing and shall be accompanied by certification from a physician as to the illness and/or disability of the teacher and the anticipated extent of the recovery time necessary, and any other information deemed necessary.
by the Sick Leave Bank Committee.

5. Application for benefits may be made prior to the employee's exhaustion of his/her personal leave to expedite benefits, but drawing upon the Bank will not actually commence until after the employee's own sick days are exhausted and adequate medical notification has been provided.

6. The initial grant of sick leave by the Sick Leave Bank committee to an eligible employee shall not exceed thirty (30) days. If additional days are needed, they must be requested in writing and contain further certification by a physician.

7. The Sick Leave Bank Committee may request further evidence or a second physician's opinion before granting additional days from the Bank.

8. Subject to foregoing requirements, the Sick Leave Bank Committee will determine eligibility for the use of the Bank and the amount of leave to be granted. The following general criteria shall be considered by the Committee in administering the Bank and determining the amount of leave:

   (a) Medical evidence of serious extended illness.

   (b) Prior utilization of eligible sick leave.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal or the grievance or arbitration clause of this Agreement.

*Nurse shall also be eligible to participate in the Sick Leave Bank.

ARTICLE XXIV - PERSONAL INJURY BENEFITS

A. Teachers will immediately report all cases of assault suffered by them in connection with their employment to the Superintendent of Schools in writing.

B. This report will be forwarded to the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways to liaison between the teacher, the police and the courts.

C. Teachers shall be covered by workers' compensation to the extent permitted by law. When covered by the Workers' Compensation Act, a teacher may also elect to receive sick leave payments to the extent permitted by G.L. c.152, 69, which provides that such sick leave payments will be chargeable against accumulated sick leave on a pro-rata basis, so that the amount, when added to workers' compensation benefits, shall not exceed the teacher's full salary of wages. When accumulated sick leave is exhausted, the teacher will receive only workers compensation benefits.

ARTICLE XXV - TEMPORARY LEAVE OF ABSENCE

A. Personal Leave

1. Teachers will be entitled to two (2) personal days of leave with pay for each school year. In addition, one (1) unused personal day may be carried over for use in the next following school year provided however that no more than three (3) personal days may be used in any school year.

2. In order to utilize such a personal day, a teacher will notify the building Principal in writing at least three (3) regularly scheduled school days prior to the day of the leave, unless such
leave is required due to a demonstrable emergency which makes such advance notice impossible.

3. The Association and the School Committee acknowledge and agree that—professionals, teachers should use personal leave for personal business which cannot effectively be conducted outside school hours. Teachers do not need to specify a reason when notifying the Principal, but should request personal leave only for the following types of reasons:

(a) Personal real estate transaction;
(b) Graduation of teacher, teacher’s spouse, son, or daughter;
(c) Family or household emergency;
(d) Estate filing of a family member;
(e) Legal obligation;
(f) Transportation;
(g) Other imperative personal business, which the teacher may/may not wish to communicate to the Principal on a confidential business.

B. Teacher will be entitled to the following temporary leaves of absence with pay each school year.

1. Absence pursuant to a court order to appear, except when the court order is caused by the individual’s out-of-school employment.

2. Not more than one (1) day per year for the purpose of visiting other schools. Advance approval of the principal and the superintendent is required.

3. In the event of the death of a teacher’s spouse or child, a teacher will be entitled to leave with pay on each workday falling within five (5) calendar days following the day of the death. In appropriate circumstances, additional days may be granted by the Superintendent.

4. In the event of the death of a parent, parent-in-law, sibling, persons who serve in loco parentis, grandparent, other person residing with the teacher, a teacher will be entitled to leave with pay on each workday falling within three (3) calendar days following the death. In appropriate circumstances, additional days may be granted by the Superintendent.

5. A teacher shall be entitled to one (1) day’s leave, in addition to the above, to attend the funeral of an aunt, uncle, godparent, cousin, brother or sister-in-law, son or daughter-in-law, and others at the discretion of the Superintendent.

6. Temporary Active Duty: A minimum of ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided that such obligations cannot be fulfilled on the days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government.

7. Not more than three (3) days per school year for religious observances. A 24-hour notice in advance will be required.

8. The Committee agrees that teachers who are called for jury duty in any county in which jury duty may be required shall not suffer any loss in income.

(a) The teacher shall continue to be paid at the same rate he/she would have been paid had he/she not been required to serve.

(b) At the end of such services the teacher will:

(1) Sign over to the School Department any checks received for Jury Duty pay
(not including payment for mileage and other expenses) or

(2) Present a certified check for the amount of such pay to the School Department.

ARTICLE XXVI - GROUP INSURANCE AND TAX ANNUITIES

A. The Committee agrees to continue the present system of supplying teachers with payroll deductions for tax sheltered annuity program as provided by Massachusetts law.

B. 1. The Committee agrees to pay fifty-one percent (51%) of the premium for the Blue Care Elect Preferred Plan offered through MIIA effective on April 1, 2004.

2. Effective the start of the school year 2004-2005, the Committee agrees to pay fifty-five percent (55%) of the premium for all employees enrolled in the Blue Care Elect Preferred as of that date.

3. Effective the start of the school year 2003, the Committee will pay sixty percent (60%) of the premium for the HMO Blue New England Plan offered through MIIA.

4. Effective the start of the school year 2004-2005, the Committee will pay sixty-eight percent (68%) of the premium for the HMO Blue New England Plan offered through MIIA.

5. Effective the start of the school year 2005-2006, the Committee will pay seventy-five percent (75%) of the premium for the HMO Blue New England Plan offered through MIIA.

6. Effective July 1, 2016 the Committee will pay 75% of the premium of any eligible Group Insurance Commission health plan an employee may choose under the terms of the Public Employee Committee agreement dated October 19, 2015. Should the Public Employee Agreement not be renewed all premium percentages paid by the employee will revert back to the percentages paid prior to the agreement.

C. To the extent permitted by the General Laws, Chapter 32B, Section 9 retired teachers of the District shall be permitted to maintain insurance coverage by paying 50% of the premium to the District.

Effective July 1, 2016, under the terms of the Public Employee Committee agreement dated October 19, 2015 the Committee will pay 75% of the premium of any eligible Group Insurance Commission plan the retiree may choose. Should the Public Employee Agreement not be renewed all premium percentages paid by the retiree will revert back to the percentages paid prior to the agreement.

D. The Pentucket Committee agrees to implement teacher health, life insurance and dental contributions on a pre-tax basis.

E. Effective July 1, 1995, the Committee agrees to pay 50% of the premium for a dental plan. The Committee agrees to continue to sponsor a long-term disability insurance plan.

F. (1) As a result of costs in excess of funding, the parties have agreed that effective at the beginning of the 2004-2005 school year, all current and new employees will pay an agreed upon additional amount per paycheck for the agreed-upon period of time. The parties further agree that the amount of the net deficit to be paid by the bargaining unit members will be certified and agreed upon on or about June 30 of each school year. Thereafter, the amount to be deducted per paycheck will be agreed upon based upon the deficit amount and the number of employees under the health insurance plans but not less than 2.5% of the employees' share of the deficit.
(2) The parties agree that there will be an open enrollment period for all health insurance participants upon ratification by the parties of this Agreement.

The Insurance Advisory Committee will make its recommendations to the Negotiations Teams.

**ARTICLE XXVII - SABBATICAL LEAVE**

A. Upon recommendation by the Superintendent of Schools, and the approval of the School Committee, sabbatical leaves will be granted for study or travel to teachers by the Committee subject to the following conditions:

1. No more than one teacher will be absent from each of the towns every three years on a sabbatical leave; no more than one teacher will be absent from the regional district every year on sabbatical leave.

2. Preliminary applications with all available detail must be submitted by December 1. Final applications must be submitted by April 1.

Action must be taken on all such requests no later than April 15 of the school year proceeding the school year for which the sabbatical leave is requested.

B. Applications shall include the following information about the intended project:

1. For formal study: A program of work shall be outlined which will indicate its purpose for general professional improvement. Formal, full-time graduate study shall be within the interest of the applicant and related to the professional development of the teacher.

2. For research and/or writing: The proposed project will be outlined and approved in relation to the present and prospective service of the applicant in his/her profession. Included in this category, but not limited hereto, would be curriculum research including the writing of new courses of study, programmed instructional materials, the development of tapes, recordings and other materials to be used in classroom or laboratories, statistical studies to determine the value of existing or proposed programs of study, the writing of course material, or other approved research projects designed to enhance the education program.

3. For travel and/or other reasons: A plan shall be submitted in detail, which will show the benefits of the undertaking to the teacher and to the local public school system.

C. The teacher has completed at least seven (7) consecutive full school years of service in the Pentucket School System.

D. Teachers on sabbatical leave shall receive from the Committee, fifty (50) percent of the salaries, which they would have received if they had remained on active duty.

E. Prior to the granting of sabbatical leave, a teacher shall enter into a written agreement with the Committee that upon termination of such leave he/she will return to service in the Pentucket School System for a period equal to twice the length of the leave. In default of completing such service, he/she shall refund to the Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

F. Upon his/her return from sabbatical leave, a teacher’s salary shall be the same as he/she would have received had the period of his/her leave been spent in the Pentucket School District, and he/she shall be returned to the same position which he/she held at the time said leave commenced, if available, or to a substantially equivalent position.
ARTICLE XXVIII - STRIKES AND PUBLIC PRESSURE

A. In consideration of the terms of this Agreement and the legislation which engendered it, the Association and its members, individually and collectively, agree for the term thereof, that they shall not cause, condone, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform normally assigned duties, or other illegal activities directed against the school district.

B. The Association further agrees that should any strike, work stoppage, withholding of services or any other interference with the operation of the Pentucket Regional School District occur during the term of this agreement, it shall immediately attempt to have the activity terminated, including ordering the persons concerned to return to work.

C. If the Association disclaims such activities, publicly, and advises the individuals concerned that such actions are in violation of the terms of this contract and instructs them to cease such activities, it will not be liable, in any way, therefore.

D. In connection with any negotiations held pursuant to the renegotiation of this Agreement said negotiations shall be conducted without threats of sanctions or strikes until mediation, fact finding and any other statutory impasse procedures have been exhausted.

ARTICLE XXIX - GENERAL

A. Neither the Committee nor the Association shall discriminate against any teacher on the basis of race, creed, color, religion, age, nationality, sex, marital status, membership or non-membership in its activities.

B. Upon mutual agreement, the President of the Association and the Superintendent may set aside needed meeting time to discuss and/or resolve differences.

C. No School Committee – Association activities shall be conducted on school time. If Labor Relations Commission investigations or hearings, or other judicial proceedings are conducted when school is in session, every effort will be made to minimize teacher absence, including Association representatives, from normal teaching responsibilities. If conciliation and arbitration proceedings are conducted when school is in session, the School Committee will approve reasonable allowances for travel.

D. No out-of-school religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

E. 1. Copies of the Committee agenda and copies of minutes shall be made available to the Association as soon as available in the Superintendent’s Office.

2. A copy of the official agenda of the meeting will be made available to the Association in the Superintendent’s Office prior to said meeting.

F. Copies of the Master Contract shall be printed. Cost of printing shall be shared: 35% by the School Committee; 65% by the Pentucket Association of Teachers.

G. Nothing in this Agreement shall affect or impair the right of the Committee to make final decisions according to the laws of the Commonwealth, and the regulations of the Department of Elementary and Secondary Education.

H. The Association shall furnish the Superintendent with a list of its officers, members, and members of its standing committees, as soon as they are appointed and shall notify him/her of any changes that occur thereafter.

I. The Association shall furnish the Superintendent with the names of any person or persons empowered by it to conduct negotiations with the School Committee and, in the case of any such person
who is not a member of the professional staff of the Public Schools, shall furnish full information relative to the professional affiliations of that person and his/her relationship to the Association. The Committee agrees to furnish the same information to the president of the Teachers Association.

J. 1. There shall be no reprisals of any kind taken by the School Committee against any teacher by reason of his/her membership in, or legal activities for, the Association.
2. The Association will take no reprisals against any person eligible for membership in the Association.
3. The Association will not conduct any of its business at times which will interfere with the Performance of professional duties.

K. In the event that any provision of this Agreement is or shall be contrary to the laws of the Commonwealth or the Constitution of the United States, all other provisions of this Agreement shall continue in effect. In the event that any provision is held invalid, the parties affected thereby shall enter into the immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during period of invalidity.

ARTICLE XXX - TEACHER LAYOFF AND RECALL

A. If the Committee decides to reduce the number of positions in any department and/or classification in the bargaining unit, each department and/or classification listed below shall constitute a separate unit for purposes of layoff and recall:

1. Elementary (PK-6) (according to certification)

2. Secondary (7-12)

   - English
   - Social Studies
   - Mathematics
   - Foreign Language
   - Science
   - Business
   - Consumer and Family Studies
   - Technology Education
   - Guidance

2. Special Subjects (district wide according to certification)

   - Moderate Special Needs
   - Severe Special Needs
   - School Adjustment Counselor
   - School Psychologist
   - Speech Therapist
   - Computer Sciences
   - Physical Education
   - Health
   - Media/ Librarian
   - Art
   - Music
   - Special Interest (Gifted and Talented)
   - Reading
   - Theater Arts

B. To the extent possible and practical, normal attrition will be the method first used to reduce the
number of teaching positions in those departments and/or classifications in which reductions are to occur. That is, teachers who resign, retire, or who otherwise terminate their employment shall not be replaced. Also included in this paragraph are those non-professional status teachers whose employment the Committee determines not to renew. In addition, all opportunities for voluntary transfers shall be exhausted and all requests for voluntary layoff shall be honored with the goal of avoiding the involuntary layoff of any teacher.

C. If it is not possible sufficiently to reduce the number of staff by the above factors, reductions will first be made among those teachers in the departments and/or classifications to be reduced who have not attained professional status, provided there are teachers with professional status in those departments and/or classifications who are qualified to fill those positions.

D. If the Committee decides to reduce the number of teachers with professional status area of competence, major and minor fields of study, quality of teaching performance and experience will be considered. When the aforementioned considerations are equal, seniority will prevail.

E. Seniority for teachers with professional status, seniority shall be defined as length of continuous service in the bargaining unit in the District measured from the first day of active service for which compensation was received, except that, for administrators covered by the terms of the administrator collective bargaining agreement during 1982-1983, who subsequently enter the bargaining unit, seniority shall be defined as length of continuous service in the district. For leaves granted after September 1, 1983, portions of all unpaid leaves of absence that exceed one year in duration, and all service outside the bargaining unit except as noted above, shall not be counted in the determination of seniority for purposes of this paragraph but shall not constitute a break in seniority.

F. No teacher with professional status shall be laid off if there is a teacher without professional status occupying a position, which the teacher with professional status is certified to teach.

G. If practicable, before May 15 prior to the effective date of any layoff, the Committee shall notify the Association of its intent to lay teacher off. Such notice shall include a list of the department(s) and/or classification(s) to be affected and a tentative list of those teachers to be laid off. Between May 15 and May 30, resolving potential disputes concerning the order of layoff. Such consultation shall be without prejudice to either the Committee or the Association. It is recognized that layoffs may occur because of circumstances that occur after the aforesaid dates.

1. A copy of the seniority list shall be provided to the Association on or before November 1 of each year. The information shall include: date of hire, length of service in the district, certifications, and current assignments.

2. In the event of equal seniority, the candidate with the greater number of graduate credits shall be retained.

3. In the event of seniority and equal graduate credits, a lottery will be held to determine which teacher shall be retained.

H. Teachers with professional status shall be laid off only at the end of the teacher work year, and shall be given notice of layoff as follows except for the failure of the towns to vote a supplemental budget referenced below:

1. By May 15 for those teachers whose layoff is required by the Committee’s proposed budget as of that date, or

2. Within ten days of the last of the three town meetings required to pass the supplemental budget (as called for in the Regional Agreement) for those teachers whose layoff is required by failure of the towns to support a supplemental budget.
I. In recognition of the fact that a layoff may be treated as a leave of absence in this article, a teacher with professional status who accepts such a leave in lieu of dismissal shall waive, in writing, any present rights to a dismissal hearing which he/she or she may have pursuant to Chapter 71, Section 42, within seven (7) days after notification of layoff as set forth in Paragraph H. A teacher may elect to have his/her layoff treated as a dismissal, in aforesaid seven (7) day period.

J. Any teacher with professional status who is laid off pursuant to this section shall be considered to be on an unpaid leave of absence and shall be eligible for recall for a period of two school years to a permanent position in his/her previous department and/or classification. If such an opening occurs prior to the third August 31 (or twenty-six months) following the effective date of a layoff, the teacher will be offered the opportunity to return to work in his/her department and/or classification on a last-out, first-in basis, provided that the teacher continues to be certified to fill that position. In addition, a laid-off teacher with a professional status shall be eligible for recall to a vacancy in a permanent position in any other department and/or classification for a period of two (2) months (up to August 31) after the effective date of layoff if the laid-off teacher is certified to fill the position, provided that evidence of the laid-off teacher's certification is on file in the Superintendent's office prior to the effective date of lay-off. If two or more laid-off teachers with professional status are certified for any such vacancy, the determination of which teacher with professional status shall be recalled shall be based upon the criteria set forth in Section D. This limited right of recall shall apply only to departments and/or classifications in which there are no teachers with professional status on layoff at the time the vacancy occurs.

K. To the extent permitted by the General Laws, Chapter 32B, and the rules and regulations of the District, teachers shall be allowed to maintain insurance coverage by paying the full premium to the District.

L. It shall be the responsibility of the laid-off teacher to keep the Superintendent's office informed of the teacher's current address.

M. The Superintendent will send by registered mail, return receipt requested, notice of any vacancy to which the laid-off teacher has recall rights. If the teacher refuses the recall offer or fails to respond within fifteen (15) calendar days of either receipt of the notice or first attempt to deliver the notice, whichever is first, all recall rights will terminate.

N. If they so desire, teachers with recall rights shall be first called in their order on the recall list for substitute assignments at the rate of pay applicable thereto.

ARTICLE XXXI - SEVERANCE PAY

A. Upon written notice of an intent to retire under the provisions of the Massachusetts Teachers Retirement Act by October 1 of the school year in which said retirement will be effective, a teacher who has or will have reached the age of fifty-five (55) and/or will have had at least twenty (20) years' service for the Committee covered by this Agreement will be eligible to receive a retirement incentive at the conclusion of the final year of teaching. It is understood that the giving of a notice of intent to retire pursuant to this provision is irrevocable, and the teacher giving such notice shall be required to retire at the conclusion of the school year in which the notice of intent to retire is given, except if extraordinary* changes in the teacher's family or personal life require the teacher to continue teaching.

If the Superintendent disapproves a request to revoke a notice of intent to retire, and the teacher so desires, the request will be reviewed by an Appeals Committee, composed of three teachers chosen by the Association and three School Committee members. The decision of the Appeal Committee, if adverse to either party, or a tie vote, will be subject to arbitration at the request of either party, and, if arbitration is initiated, an award shall be rendered no later than August 1.

*Agreed that "extraordinary" is to be interpreted by dictionary definition.
B. For teachers retiring at the conclusion of the final year of teaching, all accumulated sick leave shall be eliminated and in lieu thereof the individual shall receive a lump sum payment in the amount of thirty percent (30%) of his/her then per diem rate for each sick leave day surrendered. This payment will be made in the following fiscal year, on July 1.

C. If a teacher dies during the retirement school year, the above payment will be made to his/her estate.

D. Effective the start of the school year, 2003-2004, the District shall, subject to M.G.L. c. 71, Section 37B and other applicable state and federal law, contribute two hundred dollars ($200.00) to a tax-free 403 (b) Plan of the employer’s choosing, provided that the employee matches the contribution with at least two hundred dollars ($200.00) per year. An employee may contribute more if he/she chooses to do so.

If an employee participates in the 403 (b) Plan with a contribution provided by the District, he/she shall not be eligible to participate in the severance contained in Section B, of this Article. Current employees must choose either the severance or the 403 (b) Plan by November 1, 2003. Such election is final and irrevocable, and all new employees hired after November 1, 2003 shall only be eligible to participate in the 403 (b) Plan.

ARTICLE XXXII - DURATION

A. Effective September 1, 1984, the Committee agrees to require as a condition of employment that all teachers except those teachers certified as members to the Committee by the Association pay annually or by dues deduction to the Association as of the thirtieth (30th) day subsequent to the above effective date, an agency service fee which shall be commensurate with the cost of collective bargaining and contract administration which amount shall be certified annually to the Committee by the Association.

B. The Association shall indemnify and save the Committee harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deduction and remitting the same to the Association pursuant to this Section.

ARTICLE XXXIII - TEACHER SUPPORT

The Pentucket Association of Teachers and the Pentucket Regional School Committee are committed to taking actions that lead to the district becoming the educational opportunity of choice for students, the career opportunity of choice for talented educators, and the investment opportunity of choice for the district’s member communities.

Pentucket’s educators are personally and professionally invested in the success of every student. They are creative professionals whose accomplishments and passion for learning inspire students to reach for futures that will shape the world. Pentucket is a contemporary, high-powered learning organization that invigorates educators with leadership opportunities, collaboration, and continuous learning. The unique talents of every Pentucket educator must be nurtured and valued. Educators are the heart of the instructional core. Pentucket’s success depends upon the interactive, high-quality relationship among students, educators, and the curriculum. The function of ancillary personnel and school administrators is to support classroom success. The function of central office is to support school success. While student outcomes and educational structures are defined outside of the individual educator, these important decisions require the collective expertise and contributions of all educators.

A. Shared Decision Making

Each school will develop procedures that legitimately engage administrators, teachers and support staff in
the following areas: Proposing, analyzing data, planning, making and implementing decisions, and evaluating solutions in the best interest of the individual school. This procedure is an evolutionary process assuming greater definition through review and modification. These procedures shall give staff the opportunity to participate in decisions that affect them. Each school is encouraged to develop a decision-making process that identifies, but is not limited to the following:

1. How decisions will be made in that school or department;

2. A definition of roles and responsibilities for teachers, administrators, patrons, non-teaching staff and students;

3. Provision for evaluating the decision-making process to insure that constituents are appropriately involved at each stage of the process;

4. A means for resolving differences resulting from active involvement.

If, in the evolution of a process for shared decision making at a particular building, staff members believe that implementation is not proceeding appropriately; their concerns should be discussed with the building principal to achieve “greater definition through review and modification.” If this step, “a means for resolving differences,” does not produce a satisfactory resolution, PAT may request a meeting with the Superintendent to discuss the concerns. The Superintendent will then, if necessary, meet with administrative staff and/or faculty to facilitate a resolution.

Pentucket’s success is rooted in each educator exercising autonomy for instructional decisions in order to have a positive impact on student learning and fulfill his/her professional responsibilities for every student reaching high levels of learning and demonstrating continuous growth.

Innovation school team leaders will collaborate with the school principal to identify areas of mutual interest and need, and must be aligned with the authorities that may be granted by the school committee (curriculum, budget, scheduling, professional development, district policies, and staffing) for the upcoming school year no later than October 1st, or at the first regularly scheduled innovation school meeting, whichever occurs first.

Temporary clerical support - requests within contractual language are made directly to the school principal. Clerical support does not suggest arrangement for substitute teacher coverage.

B. Beginning in the 2015-2016 school year, school calendar/schedule will include time for all educators to score and process District-determined Measures. This allocation of time will be implemented at or about the mid-year and end-of-year points or synchronized with a trimester schedule of a school. Modifications to the school calendar will be considered as a component of Article V Section C. 3.

1. The School Pentucket Regional School Committee agrees to implement temporary clerical support at each school at or about the mid-year and end-of-year for secondary schools or synchronized to trimesters at elementary schools, to support the needs of educators as they complete paper/electronic reports relative to their professional responsibilities (Educator Rubric IV-F-2). This temporary clerical support may not exceed 30 hours for each support period and will be managed by the school principal.

2. The function of professional time scheduled in the school calendar prior to the arrival of students will be determined with due consideration of input from educators (Article V
Section C. 3) and may include meetings among educators as they prepare for service delivery, scheduling adjustments, targeted professional development, and other matters relative to meeting their professional responsibilities (Educator Rubric). Decisions regarding the function of professional time scheduled may not be in conflict with autonomy granted to any innovation school / academy or conflict with the annual district-wide community meeting.

C. Enrollment of Educators Children:

The Pentucket Regional School Committee recognizes that as the district becomes the educational opportunity of choice, teachers who do not live in the district may find great value in enrolling their child in a Pentucket school, as long as the child’s parent is a full-time teacher of Pentucket Regional School District. Once enrolled, the child may continue as a Pentucket student until s/he graduates from Pentucket High School. If, after enrolling Pentucket, the family decides to pursue educational opportunities outside of Pentucket, the child must return to his/her home school prior to pursuing those opportunities.

Annually, the Superintendent of Schools will identify to the Pentucket School Committee any seats available for the purpose of allowing the enrollment of children whose parent is a current full-time teacher of Pentucket Regional School District, with first priority given to professional status teachers. With the approval of the Pentucket School Committee, the Superintendent will post the list of grade levels, number of available seats, and application deadline for a period of two weeks. Teachers must complete an application prior to the application deadline. The Superintendent will fill available seats using a random lottery.

Transportation to and from school is the responsibility of the parent.

ARTICLE XXXIV - SALARY SCHEDULE
GENERAL INFORMATION

A. Salary increments may be withheld in any year if a majority of the evaluations are below average for the preceding year.

B. Service in other public schools shall be evaluated equitably. This means that a teacher applying for a position in a discipline not taught previously or not taught for more than five (5) years may not be placed on the step of their total experience.

C. Increments

1. Increments in salary will be dependent upon more than time and experience. Reasonable efficiency and/or growth will be expected. Salary increments may be withheld in any year a teacher receives two unfavorable evaluations as reflected in an interim evaluation report (Attachments D and/or E).

2. Valid evidence to substantiate a teacher’s place on the salary schedule must be on record at the office of the Superintendent of Schools. This is the responsibility of the teacher. The following shall be considered valid evidence
   (a) For credit beyond the Bachelor Degree, transcripts will be required.

3. The awarding of merit increments to outstanding teachers will be made at any time in any year of service when such an award is deemed to be in the best interest of the local educational program.
D. Health

A candidate for a position must be in good health. A certificate of good health issued by a physician and a chest X-ray or other appropriate proof of freedom from tuberculosis shall be filed before a teacher begins service.
APPENDIX A

Credits required for a Bachelors Degree cannot be used to satisfy the educational requirements of any succeeding column. Credits acquired in pursuit of a Bachelors Degree are not applicable to any advance column.

Credit used in satisfying the requirements in the Masters Column cannot be used a second time for other column requirements.

Any Teacher (with the exception of those on the Bachelor's Scale) who has completed fourteen (14) or more years in the system will be placed on Step 15.

Any teacher (with the exception of those on the Bachelor's Scale) who has completed 19 or more years in the system will be placed on Step 20. This will become the basis upon which future percentage raises will be based.

Teachers who anticipate accumulating sufficient credits to qualify for horizontal movement on the salary schedule for September shall notify the Superintendent in writing before November 30 of the preceding year in order to be eligible for any salary adjustment.

Step 15 and 20 are for teachers who have been in the system for 15 years and then for 20 years Teachers who have taught in the Pentucket District for 15 years qualify for step 15. Teachers who have taught in the Pentucket District for 20 years qualify for step 20.

Implementation of column M+75 for the 2014-15 school year will be delayed. Anyone within three years of their retirement window will be fully implemented in the M+75 schedule beginning in 2014. Full implementation of the M+75 salary schedule will be implemented in the 2015-2016 school year.

A teacher upon first year of employment with Pentucket Regional School Committee shall be placed within the vertical and horizontal level set forth in the applicable salary schedule commensurate with the teacher's degree, work experience and graduate credits and as they relate to teachers currently employed by the Committee. In the event that the Superintendent has a compelling reason to place a new employee on a different step and column that is not in accordance with their educational level and experience, then the Superintendent will consult with the President of the Association to discuss the matter. An educator may not receive both a column and step advancement, in any one given year of the duration is this contract. In each successive year each educator will move to either the next step or column which represents a 2.5% increase in salary.
20 Steps converted into 12 steps from 2017 - 2020

1. Any Member hired prior to the start of Fiscal Year 2015 and currently on Steps D or E will be placed on Step F prior to new slotting for FY 17-18

2. Any Member hired prior to the start of Fiscal Year 2015 and currently on Step F will be placed on Step G prior to new slotting for FY 17-18

3. Any Member currently on Step P will be placed on Step Q prior to new slotting for FY 17-18

4. Any Member notifying prior to August 1 intent to retire for the upcoming school year will receive a $1,000 payment (Years 1, 2, 3 of the CBA) adjustment for that final year

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**FY 18 - 19**

1. Any member who is at the terminal salary of any column and does not have sufficient credits to move to the next column will receive a $1,000 payment in year 2.

2. Step A on the salary schedule is eliminated. New beginning salary: $48,117.58

**FY 19 - 20**

1. Any member who is at the terminal salary of any column and does not have sufficient credits to move to the next column will receive a $1,000 payment in year 3.

   Any staff member who is repeating this circumstance (in year 2 and year 3) will receive a $2,000 payment in year 3.

2. Steps B and C on the salary schedule are eliminated. New beginning salary: $50,553.52
APPENDIX B
MASTER TEACHER

A. Teacher's appointed to Master Teacher Status during the 1993-94 school year will receive the title of "Master Teacher", and will be placed at Step 20 beginning with the 1994-95 salary scale.

B. Master teachers who had "Master Teacher" status prior to the 1993-94 school year are entitled to salary differentials based on their placement on the Master Teacher Salary Scale of 1993-94. This differential will be added to their negotiated salaries on a yearly basis until such time as they leave the system.

DEPARTMENT HEADS

A. Department Head is a specialist in a given subject area who has the responsibility for the organization, administration and supervision of the curriculum, teachers, instructional materials, budget and physical facilities within that area, his/her responsibility is both horizontal and vertical:

1. HORIZONTAL - in that he/she takes advantage of the opportunities to articulate the work of his/her department with other departments.

2. VERTICAL -- in that the responsibility extends through the grades assigned to him/her.

B. A department head shall be directly responsible to the principal.

C. If circumstances arise that have programmatic or scheduling ramifications due to increased enrollment, would necessitate the addition of one teaching period and temporary exchange of responsibilities, a timeframe for such temporary exchange to be defined and mutually agreeable between the PAT and District may be granted.

Duties of Department Heads

1. Supervise and Evaluate teaching and learning with the department.

2. Initiate curriculum study and revision with the department.

3. Give assistance to teachers.

4. Care for minor disciplinary affairs that occur in departmental teacher's classes before calling on the assistant principal.

5. Assume the responsibility for the preparation of the annual department budget.

6. Approve all requisitions for books, equipment, and annual supply orders for the department.

7. Assume responsibility for equipment, books, etc., used in the department and their proper care, up keeping and accounting.

8. Assume responsibility for assistance at various times when needed with the general administration of the school.

9. Participates in the interviewing and recommending of candidates for hiring.

10. Provides programmatic curriculum recommendations to the appropriate Middle School Administrators.
D. Department Heads shall receive a base stipend of $2,250.00 plus $600 for each non-professional status teacher and each teacher on remediation and $400 for each of the other teachers in the department with at least 50% of his/her teaching time in that department. The total number shall be determined when the master schedule is accepted.

E. Department Head Teaching

1. Department Heads with more than six (6) members, including department head, shall NOT teach over fifteen (15) periods per week. Department Heads with fewer members may be included in this category at the discretion of the Superintendent.

2. Department Heads with six (6) or fewer members, including department head, may teach up to twenty (20) periods per week.

3. Requests for inclusion of special interest classes or sections, due to limited memberships, shall not be counted in B.1. and B.2.

CURRICULUM COORDINATORS K – 12

A. ARTS COORDINATOR – This department head provides leadership to help in improving coordination of the district’s K – 12 arts curriculum. These responsibilities include the music, art, and drama programs offered across the district. The teacher evaluations included in this position are art and drama teachers 7-12. The principals in grades 7 – 12 may also request evaluations for teachers in music. In addition, the Arts Coordinator will be responsible for those other roles and duties as delineated in Appendix B, Department Heads. The stipend will be that of a department head, based on the number of teachers evaluated.

B. HEALTH COORDINATOR – This department head supervises and directs all aspects of Comprehensive Health Education, PK – 12, including related special programming. Upon the request of the principals, this coordinator will participate in the supervision of Physical Education and Family and Consumer Science staff and the review of related curriculum. In addition, the Health Coordinator will be responsible for those other roles and duties as delineated in Appendix B, Department Heads. The stipend will be that of a department head, based on the number of teachers evaluated.

MIDDLE SCHOOL TEAM LEADERS

A. Job Description

Goal: To maximize the experiences of students and teachers in Middle School by providing leadership, coordination and innovation in a specific team.

I. Leadership

1. To serve as the liaison from the team members to administration and other teams.

2. To meet with other team leaders and the administration as needed.

3. To assist in the further enhancement of the team model in Middle School.

4. To participate with the administration and other team leaders in scheduling of students.

II. Communication/Record Keeping

1. To conduct regularly scheduled team meetings.

2. To set agendas for meetings and keep a record of activities.
3. To coordinate appointments and topics for meetings (parents, non-team members).

4. To work with the guidance staff to collect or disseminate information as needed.

5. To bring forth names of students of students who are having problems, be it academic, disciplinary or interpersonal issues.

6. To coordinate team progress reports.

7. To delegate/request assistance as appropriate from all team members.

8. To oversee the movement of students from group to group or the rescheduling of classes.

9. To coordinate the quarterly newsletter.

III. Program/Curriculum Issues

1. To assist the administration in the design and coordination of special programs involving the teams.

2. To assist the administration in the preparation of an annual team-based instructional budget for school committee review and action.

B. Election of Team Leaders – Each team will elect its leader by a majority vote at a regularly scheduled team meeting held during the first week of school. If a team does not elect a leader, then a lottery will be held at the next scheduled team meeting. Each department with an assigned teacher including, but not limited to, English, Math, Science, Social Studies, and SPED will be represented in the drawing. The first department slip drawn will determine the chairperson for the first semester, and the second department slip drawn will determine the chairperson for the second semester.

C. The semester stipend for each interdisciplinary team leader is $500; the semester stipend for the team leader of special subjects is $200. Each team leader will be provided funding for attendance at a professional conference, mutually agreed to by the building principal and the teacher. The funding available to each team leader shall not exceed three (3) times the teachers’ per diem rate. In the event a team leader’s position is a shared one, the amount available to each teacher shall not exceed one and a half (1-1/2) times his/her per diem rate.

D. Each team leader’s responsibilities will be limited to the teachers’ school year as defined in Article V C I. If a team leader is requested to work during the summer on team related projects, the following will occur: The employment is by mutual consent of the team leader and the administration to both the number of days and the dates of such employment and the team leader will be compensated at the regular CET rate set forth in Article VII of the Agreement. If a team leader is unable to participate in summer work, this opportunity may be offered to another member of the team if administration so desires. All conditions listed in this section will apply to any team member thus employed.

ELEMENTARY TEAM LEADERS

A. Job Description: Each grade level (K-6) in each town will have a team leader who:

1. will serve as liaison to teachers and administrators.

2. will assist teachers in the coordinator of curriculum that is in alignment with the district and state curriculum frameworks.
3. will be a resource for new teachers.
4. will advise and assist with testing preparations.
5. will advise and assist with budget planning, scheduling and any grade level priorities.
6. will meet with administration and other team leaders as needed.

B. Nominations
1. will be determined by the members of each grade level.
2. will be finalized by the school principal.
3. will be able to serve for two consecutive years.

C. Stipend will be set per Appendix B for the school year.

D. Each team leader’s responsibilities will be limited to the teachers’ school year as defined in Article V.C.I. If the Elementary Team Leader is requested to work during the summer the employment will be by mutual consent of the team leader and the administration and the team leader will be compensated.

E. Specialists in each town may have a team leader if so determined by the building principal. Each specialist team leader will have the same stipend as the Elementary Team Leader.
A committee consisting of three bargaining unit members and three members of the administration shall be established to define the role of Team Leader. The committee will convene no later than October 1, 2011.

### EXTRACURRICULAR STIPEND SCHEDULE

Stipends Salary Scale Appendix B

<table>
<thead>
<tr>
<th>High School Stipends</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearbook Coordinator</td>
<td>$3,075.00</td>
<td>$3,151.88</td>
<td>$3,230.68</td>
<td>$3,311.45</td>
</tr>
<tr>
<td>Band Director</td>
<td>$3,587.50</td>
<td>$3,677.19</td>
<td>$3,769.12</td>
<td>$3,863.35</td>
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<tr>
<td>Asst. Band Director</td>
<td>$1,896.25</td>
<td>$1,943.66</td>
<td>$1,992.26</td>
<td>$2,042.07</td>
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<td>Jazz Band Director</td>
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<td>$1,537.50</td>
<td>$1,575.94</td>
<td>$1,615.34</td>
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<td>Competitive Percussion Dir.</td>
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<td>$1,025.00</td>
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<td>Director of Fall Play</td>
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<td>$3,572.13</td>
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<td>Director of Spring Musical</td>
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<td>$4,202.50</td>
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<td>Choral Director of Musical</td>
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<td>Band Director of Musical</td>
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<td>$1,615.34</td>
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<td>Student Led Plays/OneActs</td>
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<td>$1,155.69</td>
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<td>$1,214.21</td>
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<td>Scenic Designer</td>
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<td>Costume Designer</td>
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<tr>
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<td>$969.21</td>
<td>$993.44</td>
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<tr>
<td>Science League</td>
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<tr>
<td>Math League</td>
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<tr>
<td>Pentucket Profile</td>
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<td>Senior Class Advisor</td>
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<td>Sophomore Class Advisor</td>
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<tr>
<td>Freshman Class Advisor</td>
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<tr>
<td>Student Council Advisor</td>
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<td>National Honor Society Adv.</td>
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<tr>
<td>GAPP / FL Exchange Coord.</td>
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<td>GAPP / FL Exchange Asst.</td>
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<tr>
<td>GAPP / For. Exch. Travel Adv.</td>
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<td>$787.97</td>
<td>$807.67</td>
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<tr>
<td>SADD Advisor</td>
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<tr>
<td>Literary Magazine Advisor</td>
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<td>$525.32</td>
<td>$538.46</td>
<td>$551.93</td>
</tr>
<tr>
<td>Photo Club Advisor</td>
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<td>$525.32</td>
<td>$538.46</td>
<td>$551.93</td>
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<tr>
<td>Art Club Advisor</td>
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<td>$538.46</td>
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<td>Book Club Advisor</td>
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<td>Gay/Straight Alliance Adv.</td>
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<td>Gender Studies Advisor</td>
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<td>Equestrian Club Advisor</td>
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<tr>
<td>Auditorium Manager</td>
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<td>$5,637.50</td>
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<td>Substitute Calling</td>
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<td>$1,076.90</td>
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<table>
<thead>
<tr>
<th>Middle School Stipends</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musical Director</td>
<td>$2,562.50</td>
<td>$2,626.57</td>
<td>$2,692.24</td>
<td>$2,759.55</td>
</tr>
<tr>
<td>Play Director</td>
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<td>$1,938.41</td>
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<td>Student Council Advisor</td>
<td>$1,025.00</td>
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<td>$1,076.90</td>
<td>$1,103.83</td>
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<tr>
<td>Math League Advisor</td>
<td>$1,896.25</td>
<td>$1,943.66</td>
<td>$1,992.26</td>
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<td>School Newspaper</td>
<td>$512.50</td>
<td>$525.32</td>
<td>$538.46</td>
<td>$551.93</td>
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<tr>
<td>Yearbook</td>
<td>$871.25</td>
<td>$893.04</td>
<td>$915.37</td>
<td>$938.26</td>
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<tr>
<td>Intramural Supervisor</td>
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<td>$1,050.63</td>
<td>$1,076.90</td>
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<tr>
<td>Substitute Calling</td>
<td>$1,025.00</td>
<td>$1,050.63</td>
<td>$1,076.90</td>
<td>$1,103.83</td>
</tr>
</tbody>
</table>
### District-Wide Stipends

<table>
<thead>
<tr>
<th>Position</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>School Comm. Video Pro. Mgr.</td>
<td>$2,562.50</td>
<td>$2,626.57</td>
<td>$2,692.24</td>
<td>$2,759.55</td>
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<tr>
<td>Co-curricular Intensive Student Support Provider (per Season of Track)</td>
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<tr>
<td>Webmaster</td>
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<td>$3,151.88</td>
<td>$3,230.68</td>
<td>$3,311.45</td>
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<tr>
<td>Asst. Webmaster</td>
<td>$1,000.00</td>
<td>$1,025.00</td>
<td>$1,050.63</td>
<td>$1,076.90</td>
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</tbody>
</table>

### Elementary School Stipends

(One each at Merrimac, Page, and Bagnall)

<table>
<thead>
<tr>
<th>Position</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Musical/Play Director</td>
<td>$1,435.00</td>
<td>$1,470.88</td>
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<td>Student Council Advisor</td>
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<tr>
<td>Competitive Enrichment Teams</td>
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<tr>
<td>Choral Director (After School)</td>
<td>$871.25</td>
<td>$893.04</td>
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<td>Homework Club</td>
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<td>Substitute Calling</td>
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<td>$1,076.90</td>
<td>$1,103.83</td>
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### Innovation School Leadership and Team Leaders Stipends

<table>
<thead>
<tr>
<th>Position</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary Leadership Team 10 at Bagnall</td>
<td>$1,250.00</td>
<td>$1,500.00</td>
<td>$1,537.50</td>
<td>$1,575.94</td>
</tr>
<tr>
<td>10 at Page</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 at Merrimac</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade Level Secondary Team 6 at Middle School 2 Grade 9</td>
<td>$1,250.00</td>
<td>$1,500.00</td>
<td>$1,537.50</td>
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<tr>
<td>2 Grade 10</td>
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</tr>
<tr>
<td>Secondary Innovation School Leader</td>
<td>$2,000.00</td>
<td>$3,000.00</td>
<td>$3,075.00</td>
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<td>1 Art</td>
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</tr>
<tr>
<td>1 Music</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1 STEM</td>
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<tr>
<td>Department Heads (+$400.00 for each teacher in department)</td>
<td>$2,250.00</td>
<td>$2,306.25</td>
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<td>Fine Arts Supplement</td>
<td>$512.50</td>
<td>525.32</td>
<td>538.46</td>
<td>551.93</td>
</tr>
</tbody>
</table>

**Discretionary allowances:** Other clubs are at the discretion of the principals during this contract.

Discretionary allowance for the Senior High is 7 clubs per year, the discretionary allowance for the Middle School is 3 clubs per year. Discretionary clubs at the Elementary School will be approved by the principal, school council, and staff. The discretionary amount for each of the following: Bagnall, Page, and Donaghue/Sweetser are 3 clubs per year.

All discretionary clubs are to be paid $525.32 in FY2018, 538.46 in FY2019, and $551.93 in FY2020, per club.

Full production plays at the elementary and middle schools may receive the stipend of the Drama Coordinator as determined by the Arts Coordinator.

Extra-curricular activities fall into three categories: Coordinator level, Advisor level, Club level.

Extra-curricular paid positions other than discretionary clubs shall be created on a year-to-year basis, and their salaries shall be negotiated. All positions shall be filed on a year-to-year basis. The filling of
positions is a discretionary action of the Superintendent. The Superintendent will post any vacancy as soon as possible after the vacancy is known.

Recognition is given to the desirability of certain other activities which need sponsorship but which do not qualify for remuneration. With the consent of the Principal of the building, these activities may be carried on informally.

Teachers in the bargaining unit who work during the summer on curriculum projects, which have been approved in advance by the Superintendent, shall be compensated by a stipend for each project. The amount of the stipend will range from $1,300 to $3,000, as determined by the Superintendent.
ATHLETIC COACHES

Coaching positions shall be created on year-to-year basis and their salaries shall be negotiated. All positions shall therefore be hired on a year-to-year basis. Number of positions and elections to these positions are a discretionary action of the School Committee. Multiple year contracts may be awarded to coaches with the recommendation of the Principal and the approval of the Superintendent. First preference for coaching assignments will be given to teachers in the district.

The Superintendent will, if there is a need for the creation of a position, post the vacancy notice reasonably in advance of electing persons to a position.

New coaches may be given one step on the salary schedule for every year of experience as a coach in their particular sport at the interscholastic/intercollegiate level. This experience need not be at Pentucket. Determination of step placement for new coaches will be made by the Superintendent.

In addition to the salaries listed below, any coach whose season is extended by post season play shall be compensated for practices, games and travel at the Intramural rate up to a maximum of $400.

Coaches may be eligible for merit stipends upon the recommendation of the Athletic Director and principal, and the approval of the Superintendent.

APPENDIX C

ATHLETIC COACHING SALARIES/STIPENDS/CET RATE

The parties agree that three negotiating representatives of each party will convene not later than November 2007 to pursue the goal of fair and competitive compensation for CET Rate, extracurricular activity stipends, department head stipends, team leader stipends in Appendix B and athletic coaching salaries in Appendix C.

See Article VII for current CET rate.

<table>
<thead>
<tr>
<th>Position</th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
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<td>Trainer</td>
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<td>$14,708.75</td>
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<td>$15,453.39</td>
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</tr>
<tr>
<td>Faculty Manager/Site Coord.</td>
<td>$3,587.50</td>
<td>$3,677.19</td>
<td>$3,769.12</td>
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</tr>
<tr>
<td></td>
<td>$3,863.35</td>
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<td>Equipment Manager</td>
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<td>$4,139.31</td>
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<tr>
<td>Head Football Coach</td>
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<td>Position</td>
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<td>FY 18</td>
<td>FY 19</td>
<td>FY 20</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------</td>
<td>----------</td>
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<td>----------</td>
</tr>
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<td>Track Coord. Level 1</td>
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<td>$7,505.94</td>
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<tr>
<td>Assistant Football Level 1</td>
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<td>$5,358.19</td>
<td>$5,492.15</td>
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<tr>
<td>$5,629.46</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Football Level 2</td>
<td>$4,715.00</td>
<td>$4,832.88</td>
<td>$4,953.71</td>
<td></td>
</tr>
<tr>
<td>$5,077.56</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Varsity Cheerleading Level 4</td>
<td>$3,997.50</td>
<td>$4,097.44</td>
<td>$4,199.88</td>
<td></td>
</tr>
<tr>
<td>$4,304.88</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Head Golf</td>
<td>$3,997.50</td>
<td>$4,097.44</td>
<td>$4,199.88</td>
<td></td>
</tr>
<tr>
<td>$4,304.88</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freshman Head Football</td>
<td>$4,510.00</td>
<td>$4,622.75</td>
<td>$4,738.32</td>
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</tr>
<tr>
<td>$4,856.78</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freshman Asst. Football</td>
<td>$3,997.50</td>
<td>$4,097.44</td>
<td>$4,199.88</td>
<td></td>
</tr>
<tr>
<td>$4,304.88</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COHORT A (7 Positions)**

Head Baseball, Head Soccer Girls/Boys, Head Softball, Head Field Hockey, Varsity Lacrosse Girls/Boys

<table>
<thead>
<tr>
<th>FY 17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,637.50</td>
<td>$5,778.44</td>
<td>$5,922.91</td>
<td>$6,070.99</td>
</tr>
</tbody>
</table>

**COHORT B (10 Positions)**

JV Baseball/Softball, JV Soccer Girls/Boys, JV Lacrosse Girls/Boys, JV Field Hockey, JV Track Asst. (3)

<table>
<thead>
<tr>
<th>FY 17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,100.00</td>
<td>$4,202.50</td>
<td>$4,307.57</td>
<td>$4,415.26</td>
</tr>
</tbody>
</table>

**COHORT C (5 Positions)**

Head Cross Country, Head Tennis Girls/Boys, Head Winter Track Girls/Boys

<table>
<thead>
<tr>
<th>FY 17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>$5,125.00</td>
<td>$5,253.13</td>
<td>$5,384.46</td>
<td>$5,519.08</td>
</tr>
</tbody>
</table>

**COHORT D (4 Positions)**

44
Asst. Cross Country, Asst. Winter Track (3)

<table>
<thead>
<tr>
<th></th>
<th>FY 17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$4,100.00</td>
<td>$4,202.50</td>
<td>$4,307.57</td>
<td>$4,415.26</td>
</tr>
</tbody>
</table>

COHORT E (4 Positions)

Head Basketball Girls/Boys, Head Ice Hockey, Head Wrestling

<table>
<thead>
<tr>
<th></th>
<th>FY 17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$6,970.00</td>
<td>$7,144.25</td>
<td>$7,322.86</td>
<td>$7,505.94</td>
</tr>
</tbody>
</table>

COHORT F (5 Positions)

JV Basketball Girls/Boys, JV Football, JV Ice Hockey, JV Wrestling

<table>
<thead>
<tr>
<th></th>
<th>FY 17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$3,690.00</td>
<td>$3,782.25</td>
<td>$3,876.81</td>
<td>$3,973.73</td>
</tr>
</tbody>
</table>

COHORT G (7 Positions)

Freshman Basketball Girls/Boys, Freshman Softball, Freshman Baseball, Freshman Field Hockey,

Freshman Boys Soccer, Freshman Girls Soccer

<table>
<thead>
<tr>
<th></th>
<th>FY 17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$3,382.50</td>
<td>$3,467.07</td>
<td>$3,553.75</td>
<td>$3,642.60</td>
</tr>
</tbody>
</table>
APPENDIX D

A. A mentoring program will be ready for implementation by the start of the school year 2004.

B. As soon as practicable, but no later than the fall of 2003, a committee of three Administration appointees will meet to:

(1) explore mentoring best practices
(2) design, distribute, and analyze a district survey
(3) recommend a mentoring plan to the School Committee and the Association
(4) oversee a pilot program for all or part of the school year 2003-2004
(5) review pilot program and make recommendations for implementation in 2004

C. The recommended Mentoring Plan will be reviewed on an annual basis each May.

Levels of the Mentor Program and Compensation

Being a mentor is challenging and difficult work. The times on this page that are compensated are understood to be hours above and beyond performance expectations of the teacher.

Mentor Program Coordinator

Beginning in Fiscal Year 2018 there shall be a Mentor Program Coordinator with the position duties outlined in the job description with compensation as follows:

<table>
<thead>
<tr>
<th></th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$3,000</td>
<td>$3,075</td>
<td>$3,151.88</td>
</tr>
</tbody>
</table>

Mentor

Level One
For the beginning teacher new to the profession or for a teacher new to Pentucket with one to three years of teaching experience.

Mentor logs a minimum of thirty (30) contact hours with mentee to ensure compensation.

<table>
<thead>
<tr>
<th>Choice of:</th>
<th>FY 17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 in-service credit + $1,500</td>
<td>$1,537.50</td>
<td>$1,575.94</td>
<td>$1,615.35</td>
<td></td>
</tr>
<tr>
<td>1 in-service credit + $ 750</td>
<td>$768.75</td>
<td>$787.97</td>
<td>$807.67</td>
<td></td>
</tr>
<tr>
<td>2 in-service credits+$ 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Level Two
For the teacher who has completed Level One and is in the second year of teaching or for a teacher new to Pentucket with more than three years experience.*

Mentor logs a minimum of twenty (20) contact hours with the mentee to ensure compensation.

<table>
<thead>
<tr>
<th>Choice of:</th>
<th>FY 17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 in-service credit + $1,000</td>
<td>$1,025</td>
<td>$1,050.63</td>
<td>$1,076.90</td>
<td></td>
</tr>
<tr>
<td>.67 in-service credit + $ 500</td>
<td>$512.50</td>
<td>$525.32</td>
<td>$538.46</td>
<td></td>
</tr>
<tr>
<td>1.33 in-service credits + $ 0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Level Three
For the teacher who has completed Levels One and Two and is in third year of teaching or for a teacher new to Pentucket with more than three years of teaching experience* and/or completed Level Two.

Mentor logs in a minimum of ten (10) contact hours with a mentee to ensure compensation.
Choice of: FY 17 FY18 FY19 FY20
0 in-service credit + $500 $512.50 $525.32 $538.46
.67 in-service credit + $ 0

The district will provide official documentation for mentors to receive the appropriate PDPs.

*Veteran teachers with more than three (3) years of teaching experience may enter the mentoring program at Level Two of Three by agreement of the mentor, mentee and the building principal.

In addition, all mentors must attend the mid-year and end of the year survey meetings.

The above listed levels are to be used as guidelines. If the building principal, mentor or mentor coordinator believes less time or greater time is needed to successfully support the mentee, they may present such a request with a brief rationale to the assistant superintendent.

Mentee
*Mentee may receive orientation program stipend and graduate credit
*As of August 2006, Mentees receive PDP’s for the level of contact hours or total hours logged with the Mentor (whichever amount is less)

Mentor Leaders (not to exceed 5 for district)

*Log hours to ensure compensation

<table>
<thead>
<tr>
<th></th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum hours 10 hours = $ 500</td>
<td>$500</td>
<td>$512.50</td>
<td>$525.32</td>
<td>$538.46</td>
</tr>
</tbody>
</table>

Mentor Coordinator(s)

*Log hours to ensure compensation

<table>
<thead>
<tr>
<th></th>
<th>FY17</th>
<th>FY18</th>
<th>FY19</th>
<th>FY20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum of 40 hours = $2,000</td>
<td>$2,000</td>
<td>$2,050</td>
<td>$2,101.25</td>
<td>$2,153.79</td>
</tr>
</tbody>
</table>

Except as hereby amended, the remaining provisions of said Agreement shall remain in full force and effect.
APPENDIX E

PENTUCKET REGIONAL SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
22 MAIN STREET
WEST NEWBURY, MASSACHUSETTS 01985-1897
TEL. (978) 363-2280 / FAX (978) 363-1165

August 18, 2015

Changes in contractual language are proposed for the entirety of Article XIV – Educator Evaluation as found in the negotiated agreement between the Pentucket Association of Teachers and Pentucket Regional School Committee.

Whereas the School District is on a trajectory to a World Class future, and that World Class future is characterized as the preferred educational opportunity for students, the career choice for talented educators, and the investment opportunity for the regional district’s member communities;

And whereas student learning is central to educator evaluation and connects professional practice to student outcomes;

And whereas Educator Evaluation is the fourth strategic objective in the District’s Capacity-building Plan, stated as, Implement systematic educator evaluation that results in the continuous improvement of adults and increases the collective capacity of the system to deliver World Class results;

The Pentucket Association of Teachers and the Pentucket Regional School Committee agree to revise Article XIV – Educator Evaluation with the following language and timelines and also agree to convene a committee for collaborative annual review of the Educator Evaluation contractual language for the purpose of considering feedback for future improvements.

**Article XIV – Educator Evaluation**

Student learning is central to educator evaluation and connects professional practice to student outcomes. The Pentucket Continuum of Student Performance Goals describes intended outcomes for students. Educator evaluation is an iterative, continuous improvement process used to promote educator growth and development for the purpose of supporting educators in positively impacting student outcomes. Educators engage in self-assessment, goal setting, plan implementation, analysis, and adjustment. Multiple sources of feedback and data are considered by the educator as s/he seeks higher levels of effectiveness and greater impact on student learning. Educators have high levels of autonomy as they develop
and implement improvements in their professional practice. This level of autonomy is equal to the level of responsibility each educator has for student results.

The Pentucket Educator Evaluation Systems adheres to the Massachusetts Department of Elementary and Secondary Education’s five core principles for evaluating educator impact on student learning.

1. Evaluating an educator’s impact on student learning must be at the center of the educator evaluation process.
2. Districts must be able to provide educators with a rating based on their impact on students and report the rating to ESE.
3. Judgments about educator impact must be based on multiple, high quality measures, including at least one common measure. Student Growth Percentiles (SGPs) from statewide assessments must be used, where available.
4. As a form of checks and balances, evaluation systems must be able to juxtapose educator practice with impact on student learning.
5. Evaluation systems must respect the professional judgment of evaluators and educators.

The Pentucket Educator Evaluation Rubric serves as the foundation for describing professional practice. The four standards and various indicators are useful supports for self-assessment, planning, adjusting, and evaluating performance results. Individual and team goals must be specific, measurable, attainable, realistic, and time-sensitive (SMART).

The educator plan must be aligned to the standards and indicators in the Pentucket Educator Evaluation Rubric and consistent with school and district goals. The Timeline (attached) guides the Educator Evaluation Process.

Two-year Self-directed Growth Plan:
Educators with Professional Teaching Status (PTS) who achieve an overall rating of proficient or exemplary and whose impact on student learning is moderate or high.

One-year Self-directed Growth Plan:
Educators with Professional Teaching Status (PTS) who have achieved an overall rating of proficient or exemplary and whose impact on student learning is low.

One-year Directed Growth Plan:
Educators with Professional Teaching Status (PTS) whose overall rating is needs improvement. When an educator achieves an overall rating of proficient, s/he will be placed on a Self-directed Growth Plan for the next evaluation cycle. When an educator does not achieve an overall rating of proficient, s/he will be placed on an Improvement Plan for the next evaluation cycle.

Thirty-day to One-year Improvement Plan:
Educators with Professional Teaching Status (PTS) whose overall rating is unsatisfactory. The educator is assigned a supervising evaluator who is responsible for providing the educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. If the educator improves to the level of proficiency, the educator will be placed on a Self-directed Growth Plan. If the educator is making progress toward proficiency, the educator will be placed on a Directed Growth Plan. If the educator is not making progress toward proficiency or remains at the level of
unsatisfactory, the evaluator shall recommend to the superintendent that the educator be dismissed.

Educators seek out and collect feedback from peers and supervisors about the implementation of their professional practice plan to support continuous improvement. Feedback can include scheduled and unannounced observations, analysis of student work, or the use of other data and information useful to the educator or evaluator. While a variety of feedback mechanisms can be accessed by an educator, evaluators will observe instruction as scheduled at the request of an educator.

Educators implement systematic assessment, District-determined Measures (DDM), to collect evidence of student outcomes, depth of complexity, and growth across the three domains of academic knowledge, adaptive leadership skills, and personal meaning. A DDM are the measures of outcomes from an instructional unit that integrates academic knowledge, adaptive leadership skills, and personal meaning into an outcome supporting student impact on their local or global community. Each educator will collect data (COG-nos) at least one time prior to the end of December and one time prior to the end of April. With the permission of the principal, an educator can elect to collect two samples of data (COG-nos) by the end of May. Educators are encouraged to use multiple measures to demonstrate impact on student learning.

Impact on student learning is assessed using the following system and scale. Growth is derived from a comparison of student performance trends and patterns over time. Median student growth percentiles (SPGs) from state assessments must be used as one measure for educators responsible for ELA or math instruction in grades 4 – 8. While data need not be collected for every student, the intent is to ensure all students are learning and growing.

### COGnos

<table>
<thead>
<tr>
<th>Complexity (of thinking)</th>
<th>Personal Meaning</th>
<th>Adaptive Leadership Skills</th>
<th>Academic Knowledge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 2 3 V</td>
<td>1 2 3 V</td>
<td>1 2 3 V</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(significant) Outcome</th>
<th>Personal Meaning</th>
<th>Adaptive Leadership Skills</th>
<th>Academic Knowledge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 2 3 V</td>
<td>1 2 3 V</td>
<td>1 2 3 V</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(student) Growth</th>
<th>Personal Meaning</th>
<th>Adaptive Leadership Skills</th>
<th>Academic Knowledge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 2 3 V</td>
<td>1 2 3 V</td>
<td>1 2 3 V</td>
<td></td>
</tr>
</tbody>
</table>

1 = Low  
2 = Moderate  
3 = High  
V = Variation (above or below grade level)

**Formative Assessment / Evaluation**

Each educator uses feedback about the implementation of the professional practice plan and student assessment results to support new learning and as evidence leading to his/her decision to adjust, continue, or change the plan or student learning goal to better meet intended outcomes.
The mid-cycle review (at the end of year 1 of the two-year Self-directed Growth Plan OR at the mid-point of the one-year Directed Growth Cycle) is conducted to summarize progress for the purposes of documenting the educator’s progress toward attaining goals. Feedback and ratings related to each performance standard as documented in the plan are provided to the educator.

**Summative Evaluation**

The end-of-cycle evaluation (at the end of a one- or two-year educator plan) documents the professional judgment of the evaluator about the results of the educator’s plan and impact on student learning. The summative evaluation rating must be based on evidence from multiple sources of evidence. Data from District-determined Measures and Student Growth Percentiles will be used to demonstrate impact on student outcomes. Median student growth percentiles (SGPs) from state assessments must be used as one measure for educators responsible for English Language Arts or math instruction in grades 4 – 8. An overall rating of proficient must, at a minimum, include proficient or above on Standard 1 - Curriculum, Planning & Assessment and Standard 2 - Teaching All Students of the Standards of Effective Teaching Practice.

<table>
<thead>
<tr>
<th>Performance Rating</th>
<th>Exemplary</th>
<th>1-Year Self-Directed Growth Plan</th>
<th>2-Year Self-Directed Growth Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proficient</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Needs Improvement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td></td>
<td>Directed Growth Plan</td>
<td>Improvement Plan</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Low</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Moderate</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>High</td>
</tr>
</tbody>
</table>

**2015 Timelines (Dates in italics are provided as guidance)**

<table>
<thead>
<tr>
<th>Activity:</th>
<th>Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent, principal or designee meets with evaluators and educators to explain evaluation process</td>
<td>September 15</td>
</tr>
<tr>
<td>Evaluator meets with first-year educators to assist in self-assessment and goal setting process</td>
<td>October 1</td>
</tr>
<tr>
<td>Educator submits self-assessment and proposed goals</td>
<td></td>
</tr>
<tr>
<td>Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)</td>
<td>October 15</td>
</tr>
<tr>
<td>Evaluator approves Educator Plans</td>
<td>November 1</td>
</tr>
<tr>
<td>Evaluator should ensure each educator has feedback</td>
<td>November 15</td>
</tr>
<tr>
<td>Educator submits evidence on parent outreach, professional growth,</td>
<td>January 5*</td>
</tr>
</tbody>
</table>
progress on goals (and other standards, if desired)
* or four weeks before Formative Assessment Report date established by Evaluator

Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans

Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator

Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)
* or 4 weeks prior to Summative Evaluation Report date established by evaluator

Evaluator completes Summative Evaluation Report and meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory

Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator

Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt

A) Educators with PTS on Two Year Plans

<table>
<thead>
<tr>
<th>Activity:</th>
<th>Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator completes scheduled and/or unannounced observation(s)</td>
<td>Any time during the 2-year evaluation cycle</td>
</tr>
<tr>
<td>Evaluator completes Formative Evaluation Report</td>
<td>June 1 of Year 1</td>
</tr>
<tr>
<td>Evaluator conducts Formative Evaluation Meeting, if any</td>
<td>June 1 of Year 1</td>
</tr>
<tr>
<td>Evaluator completes Summative Evaluation Report</td>
<td>June 1 of Year 2</td>
</tr>
<tr>
<td>Evaluator conducts Summative Evaluation Meeting, if any</td>
<td>June 10 of Year 2</td>
</tr>
<tr>
<td>Evaluator and Educator sign Summative Evaluation Report</td>
<td>June 15 of Year 2</td>
</tr>
</tbody>
</table>

B) Educators on Plans of Less than One Year

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

Date: ___________________________ Date: ___________________________
Maria P. Gray Joanna Blanchard
President, P.A.T. Pentucket Regional School Committee

52
Memorandum of Understanding

1. Provisional Language re: A sustainable salary schedule to ensure comparability with neighboring districts.

Situation: Pentucket’s salary schedule is one component of the comprehensive benefits package in the agreement (contract). Each neighboring district has an agreement with a salary schedule that is one component of a unique comprehensive agreement package.

Task: Analyze the benefits package of Pentucket and compare it to those of neighboring districts. One of the most tangible ways organizations exhibit transparency is by providing employees with a total compensation statement. A total compensation statement outlines all of an employee’s rewards and often applies a monetary value to non-cash items (paid time off, health insurance, etc.).

Action: The parties agree to a joint committee consisting of an equal number of participants from the Association and administration (not to exceed four members per team) for the purposes of reviewing the 2017 – 2020 Agreement to evaluate comparability with agreements of neighboring districts in the form of a total compensation statement and convening on or before October 2, 2017.

Result:

2. Provisional Language re: A sustainable salary schedule that includes step/column movement

Situation: Financial benefits can be embedded in a district’s salary schedule and accessed by simultaneous step and column advancement. A prohibition for simultaneous step and column advancement currently exists in the Pentucket Agreement to ensure high levels of predictability and sustainability.

Task: Create options that would allow for staff members to access simultaneous step and column advancement while preserving high levels of predictability and sustainability. (Sustainability can be thought of in terms of limitations imposed on each town by Proposition 2 1/2 and the district’s impact on that ceiling.)

Action: The parties agree to a joint committee consisting of an equal number of participants from the Association and administration (not to exceed four members per team) for the purposes of reviewing the 2017 – 2020 Agreement to create options that would allow for staff members to access simultaneous step and column advancement while preserving high levels of predictability and sustainability and convening on or before October 2, 2017.

Result:
3. Provisional Language re: Tuition reimbursement and other possible or existing financial benefits related to degree completion or continuing education.

Situation: Licensure as an educator in Massachusetts requires continuous learning, including the attainment of a Master’s Degree.

Task: After researching best practices used by business and educational organizations to support the continuous learning of employees, create a system for Pentucket that incorporates best practices for continued education, and identifies annual funding appropriations for the purpose of supporting high quality teaching and learning.

Action: The parties agree to a joint committee consisting of an equal number of participants from the Association and administration (not to exceed four members per team) for the purpose of creating a system for Pentucket that incorporates best practices for continued education within the District’s financial limitations and supports high quality teaching and learning. The team will convene on or before October 2, 2017.

Result:

4. Provisional Language re: A comprehensive talent management system includes: recruitment; retention; performance management; learning and development; and compensation management

Situation: A comprehensive talent management system would support Pentucket in distinguishing itself from other school districts.

Task: After researching options to support improved access for Pentucket educators to leadership, collaboration, and continuous learning, create a comprehensive talent management system to distinguish Pentucket from other school districts.

Action: The parties agree to a joint committee consisting of an equal number of participants representing elementary and secondary special education and regular education from the Association and administration (not to exceed four members per team) for the purpose of researching options and best practices to support Pentucket educators’ capacity, leadership opportunities, collaboration, and continuous learning. The team will create a comprehensive talent management system to support Pentucket in distinguishing itself from other school districts and convening on or before October 2, 2017.

Result:

*Provisional language outcomes will be implemented as early as possible. Any results that have financial implications for the District will be forwarded to the negotiations team and considered for the next Collective Bargaining Agreement (CBA).
IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed by their authorized designee and the Association acting on behalf of the employees, has caused this instrument to be signed by its proper officer hereunto duly authorized the day and year first written above.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 25th day of July 2017.

PENTUCKET REGIONAL DISTRICTS
SCHOOL COMMITTEE BY:

PENTUCKET ASSOCIATION
OF TEACHERS BY: