

**AGREEMENT
BETWEEN THE
AVON EDUCATION ASSOCIATION
AND THE
AVON SCHOOL COMMITTEE**

EFFECTIVE

September 1, 2008 – August 31, 2011

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this contract is made this 1st day of September, 2008 by the Avon School Committee (hereinafter referred to as the Committee) and the Avon Education Association (hereinafter referred to as the Association).

Article I Definitions

Group 1 Employees

Shall be teachers, department heads, guidance counselors, school psychologists and librarians. Unless otherwise indicated, Group 1 employees will be hereinafter referred to as the Teachers.

Article II Recognition

- A. For the purpose of collective bargaining with respect to wages, hours, other condition of employment, and the negotiation of collective bargaining agreements, the Committee recognizes the Association as the exclusive bargaining agent and representative for teachers.
- B. While the Association is the bargaining agent for the school personnel as herein defined, nothing in this contract shall be construed to remove the right to the individual person to contact the Superintendent or the Committee to consider the problem of any individual or group, except that as to matters which are covered by this contract.

Article III Rights of the Parties

School Committee Rights

Nothing in this Agreement shall be construed to in any way alter, modify, change or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of Massachusetts, the laws of the United States, the By-laws of the Town of Avon, or any law or order pertinent thereto.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools and the direction of the professional staff are vested exclusively in the School Committee.

Association Rights

Nothing in the above paragraph shall be construed to alter, modify, change or limit the rights of the Association as provided by the General laws, the Decisions of the Supreme Judicial Court of Massachusetts or any law or order pertinent thereto.

Article IV Deductions

A. Association Dues

The Committee hereby notes its acceptance on June 4, 1962, of the provisions of Section 17C of Chapter 180 of General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Avon all payroll deductions for the payment of dues to the Association duly authorized by the Teachers covered by this Contract and such other deductions as authorized and provided by the General Law.

In consideration thereof, the Association hereby agrees to indemnify the Committee and/or the Town of Avon for any and all costs which may arise from collection of or adverse judgment involved with these dues or any fees associated therewith.

B. Annuities' Deductions

Deductions for annuities shall be transmitted to the issuing insurer or selling company or corporation within seven (7) work days of the deduction being taken.

C. Payroll Deductions

Payroll deductions will be transmitted to any bank, credit union, or other institute for savings designated by the teacher within two (2) work days following the pay period.

Article V Collective Bargaining

For the purpose of collective bargaining, the parties shall meet at reasonable times to confer with respect to wages, hours and other conditions of employment, as hereinafter provided.

The Professional Rights and Responsibilities Committee of the Association (hereinafter referred to as the PR&R Committee) shall act in the name of the Association and shall represent the Association. The President of the Association, on or before June fifteenth (15th) each year, will notify the Superintendent, in writing, of the names and addresses of the officers, members of the PR&R Committee and other authorized agents of the Association. Any changes or modifications of this Contract shall only be made through negotiations between the parties.

The minutes of each School Committee meeting shall be forwarded to the President and Secretary of the Association within ten (10) days of their approval by the School Committee.

Article VI Grievance Procedure

Both parties to this Agreement recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time. The Association agrees to make a careful investigation of a complaint before submitting it under the Grievance Procedure in order to ascertain whether, in its opinion, the grievance complaint is reasonably justified under the terms of this Agreement and whether there is reasonable cause to believe that the claim is true in fact. This procedure shall be informal as far as possible and confidential at all times. The following procedure shall be observed unless otherwise waived or agreed with written consent of both parties:

Informal Meeting: It is required that prior to entering Step 1 of the formal grievance procedure an informal meeting of the two or more persons directly involved in any potential grievance will have taken place. The informal meeting must occur within twenty-one (21) calendar days of the event giving rise to the grievance at this step by the PR&R Committee.

Step 1: If the grievance is not resolved at the informal meeting, it shall be presented in writing to the principal and/or supervisor within fourteen (14) calendar days of the informal meeting. The written grievance shall set forth the specific provisions of the Agreement which allegedly have been violated, and all facts upon which such allegations are based as well as the remedy suggested. The principal and/or supervisor shall respond within fourteen (14) calendar days of the receipt of the grievance.

Step 2: A grievance which has not been resolved by the principal and/or the supervisor at Step 1 or one which has been denied by the Superintendent at the informal meeting, shall be presented in writing as required at Step 2 to the Superintendent. Within fourteen (14) calendar days of the preceding response, the written grievance shall be sent to the Superintendent, the chairman of the PR&R Committee, and where applicable, the principal and/or supervisor. Within fourteen (14) calendar days thereafter, the Superintendent, the aggrieved person or persons, a representative of the PR&R and, where applicable, the principal and/or supervisor shall meet to discuss the grievance in an effort to resolve the matter. The Superintendent shall respond in writing within fourteen (14) calendar days of such meeting.

Step 3: If the grievance is not resolved at Step 2, the PR&R Committee may within fourteen (14) calendar days of the Superintendent's response, request a meeting with the School Committee. The School Committee will meet with the PR&R Committee, the grievant(s), the Superintendent and, where applicable, the principal and/or supervisor within fourteen (14) calendar days of the request.

Step 4: If at the end of twenty-one (21) calendar days following presentation to the School Committee, the grievance has not been resolved to the satisfaction of the PR&R Committee or School Committee, either party may request arbitration by giving written notice of same to the other party and to the Superintendent. If an Arbitrator has not been selected by mutual agreement within seven (7) calendar days of the receipt of the request for arbitration, then either party may, within fourteen (14) calendar days thereafter, submit a demand for arbitration to and in accordance with the rules of the American Arbitration Association with a copy of the request sent to the other party and to the Superintendent.

All grievances which are initiated during the school year and are not processed to the end of Step 3 by the end of the school year, shall resume on the first student day in the subsequent school year. Grievances which are filed during the summer months will be considered to have been initiated effective the first day of the subsequent school year.

The Arbitrator shall have no authority to alter, amend or waive any provision of this Contract, and he shall determine the controversy in accordance with the express terms of this Contract.

The fees and expenses, if any, of such arbitration shall be shared equally by the Committee and the Association. The findings shall be final and binding upon the Committee, the Association and the aggrieved.

Time limits may be waived by mutual agreement of the parties. Any grievance under this provision shall be deemed waived if the action required to present it to the next step shall not have been taken within the time specified.

No written communication, other documents, or record arising out of this Article shall be filed in the personnel file maintained by the Avon Schools.

Article VII Association Activity

Except as provided herein, the Association agrees that no teacher will engage in Association activity during the time he/she is assigned to teaching or other yearly professional assignments.

Meetings and conferences as herein provided shall not interfere with or upset regular school programs.

Article VIII No Strikes, Work Stoppage, Slow-Down, etc.

The Association on its own behalf and on behalf of each of the teachers that it represents, hereby agrees and covenants that, during the term of the Agreement, it will not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of services, including extracurricular services, from the employer, Avon School Committee and the Town of Avon. It is further agreed that the Association will not interfere, restrain or coerce any person from seeking employment with the Avon School Department during the term of this Agreement.

It is further agreed that any teacher covered by this Agreement who violates this provision or any part thereof subjects himself or herself to disciplinary action.

Article IX Mutual Understanding Meetings

The parties shall meet at the request of the School Committee or the Association to discuss matters of concern to both parties and matters concerning the general education of the children in the public schools.

These meetings are to encourage a free exchange of ideas between the parties and to provide an opportunity for discussion of matters not covered by this Contract.

The Superintendent or his/her representative shall endeavor to be present at these meetings and to participate in the discussions. By agreement of the parties, persons with particular qualifications and experience in the field of education and related matters may participate in the meetings.

It is the intention of the parties that this dialogue will continue to foster and encourage a sound educational system while at the same time insure a harmonious relationship between the parties for the good of the children of the Town of Avon.

Any matters that are agreed to by both parties during the course of this meeting, may, by mutual agreement, be reduced to writing, signed and become an appendix to this Contract.

Article X Teaching Day

A.1 The normal day for teachers shall be seven (7) hours. The instructional day shall be six (6) hours, twenty (20) minutes in grades 1-12. The normal starting time for teachers in each building shall be no less than ten (10) minutes before the start of the student day and shall be established by the Administration after consultation with the teachers. The normal end of the day shall be seven (7) hours after the starting time except for ten (10) days per school year (not to exceed two (2) meetings in a single calendar month), when teachers may be required to stay for up to one (1) additional hour beyond the student dismissal time for staff meetings, and with the further understanding that no such meeting will be scheduled on the last school day of the year. Such meetings shall be announced one (1) week in advance. In individual cases, adjustments may be made in any manner agreed to by the teacher and the building administrator which serve the best interest of the students. Such adjustments are subject to the approval of the Superintendent.

2. Required attendance at "Back to School Nights" and similar evening meetings shall be limited to four (4) such night meetings, each evening being of no more than two-and-one-half (2 ½) hours in duration, per school year, with an Ad Hoc Meeting composed of the Superintendent and the President of the Association to consider whether additional night meetings are necessary. The dates for night meetings will be established for the first half of the year by September 30, and for the second half of the year by January 15.

B. The School Committee, at its discretion, may suspend regular classes at any time during the school year for the purpose of conducting workshops for staff members when it is in the best interests of the program. Workshops at an individual school will begin within thirty (30) minutes of the close of school for students and shall end at or before the close of the normal school day for teachers. Systemized workshops will begin within thirty (30) minutes of the close of the last school in the system and shall end by the close of the normal day for teachers unless extended by mutual consent of the Association and Administration. In all instances, teachers are required to complete their normal school day.

C. Teachers in Grades 7-12 shall have one (1) unassigned period of approximately forty-eight (48) minutes daily for professional preparation in addition to their duty free lunch period. Professional preparation time may include a weekly team meeting or student assessment meetings. Further, they shall have one (1) supervision period which may include supervision of individualized sessions of existing programs, independent study, remedial studies, or teacher-initiated enrichment programs as well as study halls, lunchroom supervisions, curriculum work or administratively assigned non-teaching professional responsibilities. Programs involving significant additional preparations may be undertaken if in the best interest of students and arranged in a manner agreeable to the individual teacher and administrator and that is equitable with workloads of other teachers at that level.

D. Teachers, including Special Subject Teachers, in Grades 1-6 shall have five (5) unassigned periods per week, one (1) per day schedule permitting, of a minimum of forty-five (45) minutes each for professional preparation in addition to their duty free lunch period. Pre-school and kindergarten teachers will be provided preparation time of either one forty-five (45) minute period or two thirty (30) minute periods per day schedule permitting. Reasonable effort will be made to provide teachers with one (1) preparation period daily, including conferring with the teachers in case of scheduling conflicts. One (1) professional preparation period per week may be used for one (1) of the following: team meeting; student assessment; meeting.

Upon execution of this agreement, at the Middle-High School level only, a second unassigned period per six (6) day cycle may be used for a team meeting, student assessment or other meeting provided the teacher has two (2) unassigned periods on that day in addition to the duty free lunch.

E. A policy of equity of workload shall be observed and any additional in-school time requirement for teachers may be undertaken if it is in the best interest of the students and is arranged in a manner agreed to by the teacher or representative of the Association and the Administration. In the event that agreement between the parties cannot be reached and after an attempt to resolve differences has been made by the Superintendent, the School Committee shall exercise its authority to make the final decision after careful and judicious review of the concerns of all parties affected.

F. In addition to their regular salaries, all teachers will receive travel compensation from September to June inclusive as follows:

1. \$10 per month if scheduled to more than one school per day.
2. \$20 per month if scheduled to more than two schools per day per week.

G. Scheduling of the Special Subject Teachers (teachers in the areas of Art, Music, Physical Education, Speech, Remedial Reading and Systemized Librarian) will be done by administrators in consultation with the teacher. Final approval of all scheduling shall be subject to the approval of the Principal.

H. Teachers shall be insured by the Town, providing protection for required travel related to the professional duties.

I. Teachers, grades 7-12, may be required to remain at school an additional one-half hour for the purpose of the supervision of students serving detention or for other extraordinary circumstances. Each teacher may be required to remain for this purpose no more than once each calendar month. The teacher would be compensated for this duty at the previously offered sum of \$20.00 per hour.

J. A grade 7-12 teacher who is requested by administration and who agrees to teach a sixth period shall receive an additional stipend of one-seventh of his/her Appendix A salary. If the assignment is for less than a full school year, then the additional stipend shall be prorated.

Article XI School Year

A. Upon execution of this agreement, the School Year shall begin no earlier than the Monday before Labor Day except that teachers will not be required to work on the Friday before Labor Day. In either case, the School Year shall be no less than the minimum established by the State Board of Education and may extend beyond June 30 due to "No School Days" or other emergency in order to comply with State requirements.

B. The School Year shall exclude Christmas, Winter and Spring vacations unless provided otherwise in order to comply with State requirements.

C. The work year for teachers shall consist of 184 days. Upon the execution of this agreement, two days shall be scheduled before the children's school year begins. On day one, teachers will attend staff meetings in the morning and the afternoon shall be set aside for use exclusively by the teachers for the purpose of preparing for the opening of school. On day two, middle and high school teachers will attend a full day of professional development. On day two, the elementary teachers will attend professional development in the morning and the afternoon shall be set aside for use exclusively by the elementary teachers for the purpose of preparing for the opening of school. Effective September 1, 2003, the day after the February and April vacations shall be scheduled as professional development days.

The final day of school shall be a full day of school as in consistent with state law. Teachers shall remain on this day until the normal closing time for the building to which they are assigned. Upon completion of all assigned duties, teachers may be released by the Building Principal.

D. It is further agreed that nothing in this Agreement shall be construed to prohibit reasonable requests of the Superintendent and/or Principal concerning normal routine professional duties to be performed before and after the school day and/or school year as is the present policy.

Article XII Temporary Leaves of Absence

A. Annual sick leave shall be accumulated at the rate of one and one-half (1 ½) days per month during the school year up to fifteen (15) days per year with total accumulation to be unlimited.

B. Upon recommendation of the Superintendent and approval of the School Committee, a teacher may be permitted to draw up to fifteen (15) days of sick leave in advance, provided, however, that should a teacher who has been advanced sick leave, leave the service of the Town of Avon, then said teacher shall be allowed only that sick leave that has been actually accumulated and the excess sick leave which has been granted shall be deducted from any final pay due or repaid.

C. Effective September 1, 2002, within the fifteen (15) days allowed teachers may use, at their own discretion, three (3) days with full pay for personal reasons of an unavoidable nature which required absence during school hours provided sufficient notice is given.

Effective September 1, 2006, within the fifteen (15) days allowed, teachers may use, at their own discretion, three (3) days with full pay for personal reasons of an unavoidable nature which requires absence during school hours provided sufficient notice is given subject to the following:

1. One (1) personal day with full pay may be used before or after a holiday, weekend or vacation without a written reason.
2. Two (2) personal days with full pay may be used before or after a holiday, weekend or vacation provided a written reason is submitted and prior approval is granted by the Superintendent.
3. One (1) personal day may be divided into two (2) half personal days with a written reason provided a written reason is submitted and prior approval is granted by the Superintendent.

D. In addition to the three (3) days allowed in Section C., the Superintendent may authorize absences without pay for teachers for personal reasons. Requests for additional personal days must be made in writing, submitted to and approved by the Superintendent, prior to the event.

E. Effective September 1, 2002, teachers shall be entitled to up to five (5) days with full pay as a result of a death in the immediate family and these days shall not be deducted from annual sick leave. The term "immediate family" shall apply to husband, wife, son, daughter, stepson, stepdaughter, foster children, father, mother, sister, or brother, grandparents as well as similar relatives of the current spouse of members of the immediate household.

F. Maternity leave, consistent with the provisions of State and Federal law, will be granted to all teachers.

G. Within the fifteen (15) days allowed, teachers may use up to three (3) days per year for illness in the immediate family as defined in Section E above.

H. Effective September 1, 2003, on retirement, resignation, death or in the event of a reduction in force, teachers shall be entitled to receive remuneration for each day of unused sick leave based upon the following formula:

<u># of Days</u>	<u>Amount Per Day</u>	<u>Maximum Allowed</u>
1 – 90	\$30.00	\$ 2,700.
91 – 180	\$45.00	\$ 4,050.
Over 180	\$65.00	Unlimited

Effective September 1, 2002, prior written notification is not required in the case of a death or reduction in force. In the event that a teacher notifies the Superintendent in writing on or before November 1 of the year preceding the retirement or resignation, payment hereunder shall be made on or about the next July 1. Any teacher, who notifies the Superintendent after November 1, shall receive payment on or about the July 1 of the second fiscal year following the retirement or resignation. In the case of a death, payment shall be made to the estate of the teacher.

SICK BANK

A. The AVON PUBLIC SCHOOL TEACHER’S SICK BANK, maintained by the Superintendent for teachers, shall be administered by a Sick Bank Committee consisting of four (4) members: two (2) members from the Administrative staff and two (2) participating members of the Association. In the event of a tie vote by the Sick Bank Committee, the decision to allow use of the sick bank shall be in favor of the applicant.

The Sick Bank Committee shall determine the eligibility for use of the bank and the amount of leave to be granted. Decisions of the Sick Bank Committee are final and binding and are not subject to appeal or the grievance arbitration procedure. The following criteria shall be used by the Sick Bank Committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness or injury.
2. Prior utilization of all eligible sick leave.

B. Teachers who are in their first year of employment may join the Sick Bank by signing an agreement by the first day of school, whereby they agree to contribute two (2) sick days by the end of their first year of employment, and two (2) additional sick leave days by DECEMBER 1 of their second year. Effective September 1, 2009, a teacher who is in his/her first year of employment may join the Sick Bank by signing an agreement and forwarding that signed agreement to the central office to the attention of the Superintendent of Schools within fourteen (14) calendar days of his/her first day of work, whereby he/she agrees to contribute two (2) sick days by the end of his/her first year of employment, and two (2) additional sick leave days by DECEMBER 1 of their second year.

C. Teachers who do not join initially may join for subsequent years by contributing four (4) days of their accumulated sick by June 30 of the current school year.

D. If for any reason the Sick Bank falls below one hundred (100) days, eligible teachers not presently on sick leave and utilizing the Sick Bank, shall donate an additional day of accumulated sick leave.

E. The initial grant of sick leave by the Sick Bank Committee to an eligible teacher shall not exceed thirty (30) days.

F. Upon completion of an initial grant of sick LEAVE FROM THE Sick Bank, the period of entitlement may be extended up to a total of an additional one hundred and fifty (150) days by a majority vote of the Sick Bank Committee upon demonstration of need by the applicant.

Article XIII Absence for Professional Purposes

The Superintendent may authorize absences of teachers for professional purposes with full pay. The teacher shall make application for the authorization of such absences at least ten (10) days in advance of their occurrence, unless extenuating circumstances prevent ten (10) days' notice.

It is also agreed that two (2) teachers from each school shall be allowed to attend the NCTA Convention each year. Said teachers shall be elected at each school.

Article XIV Leave Without Pay

A. Leave of absence without pay may be granted by the Superintendent.

B. Teachers may apply to the Superintendent, in writing, for extended leave without pay up to one (1) year, at the discretion of the Superintendent.

C. 1. Teachers shall be granted a Leave of Absence without pay for a one (1) year period to explore an alternative career. Such leave shall be limited to no more than one (1) staff person per school year. In the case of more than one (1) applicant, the teacher with seniority will be granted the leave first.

2. Request for Career Exploration leave shall be submitted in writing to the Superintendent with the reason therefore before May 1 of the year preceding the requested leave. The Superintendent shall act on such a request within thirty (30) days and a search for a one (1)-year replacement shall be instituted. Final determination of the qualifications and availability of a replacement shall be made by the Administration and notice shall be given to the teacher prior to June the fifteenth. In the event that a qualified replacement cannot be found, the teacher shall return to work and shall be granted a Career Exploration Leave for the following School Year if requested by said teacher.

3. Career Exploration Leave must involve an alternative career and will not be credited as experience on the salary schedule. Failure to notify the Superintendent in writing of an intention to return by April 1 of the school year in which the leave is taken shall result in forfeiture of a teacher's position. Upon return, the teacher shall be restored to full benefits due at the beginning of the leave period.

**Article XV
Dependents Enrollment Program**

Teachers may be entitled to enroll their children as students in the Avon Public Schools subject to School Choice admissions standards established by the School Committee for nonresident students.

**Article XVI
Resignations**

All teachers resigning from the Avon Public Schools shall present notice of their resignation in writing at least thirty (30) days prior to the date of resignation.

**Article XVII
Vacancies**

Whenever a vacancy occurs during the school year, it will be publicized by the Superintendent by means of a notice posted in each school for a period of five (5) days. During July and August, written notice of said vacancy shall be sent to the President and four (4) building representatives of the Avon Education Association whose names and addresses shall be supplied in writing to the Superintendent before the end of the school year. For positions other than a classroom teacher, the qualifications, duties and rate of compensation shall be clearly set forth. Said qualifications shall not be changed without notice in advance to the Avon Education Association. When qualifications of the applicants are equal as determined solely by the Superintendent, first consideration in employment will be given to the teacher presently employed by the School system. Said decision of the Superintendent shall be final and shall not be subject to the grievance and arbitration provision of this Agreement.

**Article XVIII
Sabbatical Leave**

A. The privilege of sabbatical leave of up to one (1) year may be granted to a member of the professional staff after seven (7) consecutive years of service in the Avon Schools. The Superintendent may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the school. The granting of sabbatical leave shall be discretionary with the Superintendent and shall not be subject to the Grievance Procedure as defined in Article VI of this Agreement.

B. The purpose of the policy on sabbatical leave is three-fold:

1. Recognition of professional excellence.
2. Encouragement of professional growth for all members of the professional staff.
3. Improvement of the Avon Schools.

C. The granting of sabbatical leave shall be predicated upon demonstrable professional growth and promise as evidenced by recommendations of superiors; award of scholarships, fellowships, or grants, participation in a graduate program leading to a higher degree, certificate, or academic concentration.

D. In implementing sabbatical leave, the following guidelines will be observed:

1. Sabbatical leaves may be combined with programs of study, research, writing, or travel which are financed by outside non-commercial agencies such as universities or foundations.
2. A member of the professional staff who has been granted a sabbatical leave shall serve for an additional seven (7) years before being eligible for consideration for a second sabbatical leave.
3. Preliminary requests for sabbatical leave shall be made in writing to the Superintendent before October 1st of the school year preceding the school year for which the leave is requested.
4. Final application for sabbatical leave shall be made on or before January 15 or as agreed upon by the Superintendent and the applicant. The applicant will provide with his application a detailed sabbatical leave plan to include a complete statement of aims and objectives and the procedures whereby these aims and objectives are to be achieved.

5. Prior to the granting of such leave, the applicant shall enter into a written agreement with the Superintendent that following the expiration of the sabbatical leave period he/she will return to active service in the Avon schools for a period equal to twice the length of such leave; and that, in default of completing such service, he/she will refund to the Town of Avon an amount equal to such proportion of salary received by him or her while on leave as the amount of service not actually rendered as agreed upon bears to the whole amount of service agreed to be rendered.

6. Members of the professional staff on sabbatical leave shall retain those rights of salary, professional teacher status, seniority, and all other rights which would otherwise be theirs if they were actively teaching in the System during the period of said leave.

7. The Superintendent, in considering these recommendations for sabbatical leave, will take account of the number of persons on the professional staff making application, the effect of the absence of these persons upon the school and the relative benefits to the Avon schools of the various plans for sabbatical leave which may be granted.

8. The Committee will pay a salary to the applicant during the period of such approved leave, equal to the salary of a beginning teacher without experience at the applicant's appropriate column of the salary schedule.

9. Nothing in this section is to be interpreted as guaranteeing a sabbatical leave to any member, or group of members, of the professional staff. An individual denied sabbatical leave by the Superintendent may apply in writing within (15) days of notification of same for a hearing to the School Committee. The School Committee will hear this individual at the next regularly scheduled meeting. The Superintendent and Committee reserve the right to limit the number of such leaves to be granted in any given school year.

Article XIX Class Size

The Committee and the Association recognize that class size can be an important factor in good education and the Committee will, subject to space availability and all other education considerations, ensure that class size is conducive to an effective learning atmosphere. However, the final decision on matters relating to class size will be made by the Committee in the best interest of all parties.

Article XX Compensation Provisions

A. The salary schedule for the 2008-2009, 2009-2010, and 2010-2011 school years shall be as attached as Appendix A.

B. The Master's +15, Master's +30 and Master's +45 columns of the salary schedule mean that a teacher must first earn his Master's degree before applying for compensation on these columns.

C. Longevity-

Section 1. Effective September 1, 2002, on retirement, resignation, death or in the event of a reduction in force, teachers, who have twenty years of teaching experience in the Avon Public Schools, shall be entitled to a stipend equal to ten (10%) percent of their base pay.

The first notification that a teacher gives of his/her intent to retire or resign may be revoked by the teacher. The second notice, however, is irrevocable unless the Superintendent in his/her sole discretion determines that said retirement or resignation may be revoked.

Prior written notification is not required in the case of a death or reduction in force. In the event that a teacher notifies the Superintendent in writing on or before November 1 of the year preceding the retirement or resignation, payment hereunder shall be made on or about the next July 1. Any teacher, who notifies the Superintendent after November 1, shall receive payment on or about the July 1, of the second fiscal year following the retirement or resignation. In the case of a death, payment shall be made to the estate of the teacher.

Section 2. Additionally, teachers who have completed seventeen years or more of service shall receive an annual stipend payable no later than December 15 each year as follows:

Years Completed	Stipend
17 to 24	\$500
25 or more	\$800

Section 3. Teachers with twenty (20) completed years of service in Avon may elect longevity payment of \$4,000 per year for three (3) consecutive years that follow acceptance under this provision of Article XX. Longevity payments specified in Section 2 of this Article will cease upon exercising the three (3) year option. Eligible teachers will be entitled to the entire sum of \$12,000 regardless of the date of termination. Payment will continue until the remaining credit is exhausted if an entitled teacher is terminated. Notification of this option must be received by November 1 of the school year prior to the school year in which the payments are to begin. It is further understood that no more than six (6) teachers may participate under this section during any given three (3) year cycle, and that the determination as to who may participate will be based solely upon seniority. This limitation may, however, be extended by mutual agreement of both the Avon Education Association and the Avon School Committee. It is expressly understood that a teacher may elect to receive this three year longevity payment only once during his or her career in the Avon Public Schools.

D. Teachers who move horizontally across the Salary Schedule due to change in credit or degree status shall receive appropriate remuneration effective two (2) periods during the course of the school year as follows:

1. September 30 (Retroactive to beginning of year)
2. January 30

This payment shall be effective on the pay date following the above date that immediately follows the official completion of course requirements as shown on the official transcripts or grade reports, providing that notice has been given to the superintendent in writing on or before November 1st of the prior contract year indicating on what date the change will take effect.

E. Teachers leaving the School System during the school year shall be paid by multiplying their per diem rate (annual salary divided by 184) times the number of days taught including sick leave, personal leave- and any other paid leave to which the teacher may be entitled under this Agreement or by law. The result after comparison with sums already paid is the amount due to or owed by the teacher.

F. Teachers who leave the Avon School Department to enter mandatory military service shall, upon their return be placed upon their proper step of the salary schedule as though they had been employed during their period of absence.

G. Teachers will receive their total annual salary in 22 or 26 (1/26ths) with a lump sum payment commencing in September and ending in June. (Choose one of the two plans.)

H. Providing the advance approval of the Superintendent and the School Committee is obtained, the Committee will pay the actual expenses (such as fees, meals, lodging and/or transportation) incurred by teachers who attend in-service training courses, workshops, seminars, conferences, special designated courses requested by the administration and other professional improvement sessions plus a per hour stipend. Effective September 1, 2005, the per hour stipend shall be increased to \$26. Effective September 1, 2007, the per hour stipend shall be increased to \$28. Effective September 1, 2009, the per hour stipend shall be increased to \$29. Effective September 1, 2010, the per hour stipend shall be increase to \$30.

I. Automobile Compensation- Teachers authorized to use their motor vehicle shall be compensated at the rate approved by the IRS.

J. Effective September 1, 2005, supervision of athletic and other school related events shall be done on a voluntary basis at the rate of \$26 per single assignment or \$52 per double assignment. Effective September 1, 2007, supervision of athletic and other school related events shall be done on a voluntary basis at the rate of \$28 per single assignment or \$56 per double assignment. Effective September 1, 2009, supervision of athletic and other school related events shall be done on a voluntary basis at the rate of \$29 per single assignment or \$58 per double assignment. Effective September 1, 2010, supervision of athletic and other school related events shall be done on a voluntary basis at the rate of \$30 per single assignment or \$60 per double assignment. A single assignment shall mean one game, concert, play, exhibition, etc. A double assignment shall normally mean either two varsity, two JV, or a JV and a varsity contest consecutively held on the same day. The administration shall determine the need for and the number of supervisors.

K. "The teachers' portion insurance programs shall be paid with before tax monies." (Legal Reference: Chapter 125, of the Internal Revenue Code)

L. Effective September 1, 2008, teachers employed in the positions of guidance counselor/school psychologist and media director shall receive additional salary to that provided in Appendix A in the annual amount of \$2,000. In consideration of this additional compensation, the guidance counselor/school psychologist and media director shall work one hour beyond the work day which shall be at the end of the teacher day unless another time of day is approved by the building principal. No salaries or stipends shall be paid in addition to the Appendix A salary unless such compensation is expressly set forth in this Agreement.

M. Any teacher shall be entitled to tuition reimbursement to a maximum of \$ 500.00 per year.

N. The stipends for the Coordinating Teachers and Elementary After-school Activities Program Coordinator shall be \$ 1,700. per school year for the life of the contract.

O. Department Head Compensation shall be equal to 10% of B, step 1 plus \$ 1,330 (for their work on the Avon Curriculum Team [ACT]). In addition department heads shall have one preparation period per day and one period per day for department head work with no supervisory assignments.

P. A teacher who covers a class for an absent specialist, classroom or subject area teacher shall be compensated at the rate of twenty (\$20) dollars per period.

Q. Effective September 1, 2005, teachers shall be compensated at the rate of twenty-six (\$26) dollars per hour for serving on a committee or in a focus group that is scheduled beyond the contractual work day and/or work year. Effective September 1, 2007, teachers shall be compensated at the rate of twenty-eight (\$28) dollars per hour for serving on a committee that is scheduled beyond the contractual work day and/or work year. Effective September 1, 2009, teachers shall be compensated at the rate of \$29 per hour for serving on a committee or in a focus group that is scheduled beyond the contractual work day and/or work year. Effective September 1, 2010, teachers shall be compensated at the rate of \$30 per hour for serving on a committee or in a focus group that is scheduled beyond the contractual work day and/or work year.

Article XXI Remuneration For Additional Extra-Curricular Duties

A. Remuneration shall be paid for extra-curricular duties computed according to an "Extra-curricular Salary Formula" which considers time, responsibility, and experience. Extra-Curricular activities, in grades 7-12 shall normally begin no earlier than twenty-five (25) minutes following the end of the class day.

The base pay for computation purposes shall be 0.0085 of the Bachelor's minimum. Said determination will be by the administration and approved by the School Committee. Disputes concerning said determination shall not be subject to the grievance procedure as provided in Article VI of the Agreement.

B. The number of factors and breakdown thereof of each position covered by the extra job formula shall be attached as an appendix to but not as a part of this Agreement. Should factors be changed during the school

year, this information shall be made available to the President of the Avon Education Association as soon as possible.

**Article XXII
Rules and Regulations**

A copy of the Rules and Regulations of the School Committee will be placed in each school as soon as same is available.

**Article XXIII
Leaving Building**

Teachers may be permitted to leave the school building during unscheduled work time with prior permission of the Principal. Said permission shall not be unreasonably withheld. A sign-out, sign-in log shall be maintained in the Principal's Office to record departure, destination, or reason for leaving and return by teachers who have been granted permission to leave the building.

**Article XXIV
Lesson Plan Books**

Teachers shall be required to maintain a weekly lesson plan book and shall be responsible, at all times, for ensuring that adequate provision has been made for the smooth assumption of their teaching and supervisory responsibilities by substitute teachers.

**Article XXV
Teacher Work Rooms**

A high school teacher workroom with a telephone and computer will be provided if it is possible to do so within space limitations. The basic charge for the telephone will be borne by the School Committee with all additional charges borne by the Association.

Facilities will be made available in teacher workrooms, for the Association, at its own expense, to install mailboxes.

**Article XXVI
Duration**

This Contract shall commence September 1, 2008 and shall continue in effect to and including August 31, 2011. Salary schedules shall be effective with the first day of the teacher work year. Negotiations on all matters shall commence after September 1, 2010 providing that either party has notified the other party, in writing, of its desire to negotiate prior to September 1, 2010.

**Article XXVII
Adverse Actions**

A. Complaints in writing regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher, provided the complaint is not subject to criminal investigation.

B. No teacher serving with professional teacher status shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

**Article XXVIII
Teacher Evaluation**

TEACHER PERFORMANCE STANDARDS FOR THE AVON PUBLIC SCHOOLS

A. INTRODUCTION

Massachusetts General Laws, Chapter 69, Section 1B and Chapter 71, Section 38 require that, prior to September 1, 1996, each school committee shall file its evaluation procedures and performance standards for teachers and administrators with the Department of Education, unless such school committee is then engaged in the interest arbitration process described in M.G.L., Chapter 71, Section 38. The superintendent shall certify that the performance standards established pursuant to 603 CMR 35.04 meet the requirements of these regulations and are consistent with all of the Principles of Effective Teaching and Principals of Effective Administrative Leadership adopted by the Board of Education.

In compliance with the provisions as described above, the following represent the Teacher Performance Standards and Evaluation Procedures for the Avon Public Schools as negotiated by the Avon School Committee and the Avon Education Association.

B. TEACHER PERFORMANCE STANDARDS

AREA: CURRENCY IN THE CURRICULUM

Performance Standard A

The teacher is up to date regarding curriculum content.

Examples of Descriptors:

- The teacher has a current certificate.
- The teacher's plan book indicates that the teacher follows the district's curriculum.
- The teacher demonstrates a working knowledge of the curriculum.
- The teacher brings to class valuable and pertinent experiences, ideas and information.
- The teacher selects varied and appropriate materials.

AREA: EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM AND INSTRUCTION

Performance Standard A

The teacher plans instruction effectively.

Examples of Descriptors:

- The teacher keeps an up-to-date plan book.
- The teacher's plan book is consistent with the district's curriculum.
- The teacher's plan book specifies the use of a variety of instructional materials, including up-to-date available technology.
- The teacher procures and organizes in advance equipment and supplies for use in class.
- The teacher's plans meet the needs of individual students.
- The teacher plans engaging ways to introduce each unit of study.
- The teacher plans instructional opportunities where students are interacting with ideas, materials, teachers and one another.
- The teacher designs curriculum experiences in which students take increasing responsibility for their own learning.
- The teacher integrates the teaching of reading, listening, writing, speaking, viewing and use of appropriate learning tools (e.g. calculators, computers, etc.) within and across disciplines.

Performance Standard B

The teacher plans assessment of student learning effectively.

Examples of Descriptors:

- The teacher assesses students' progress by the use of written tests and/or oral tests and/or homework and/or discussion, class participation and/or alternative assessments as adopted by the district.
- The teacher complies with the district's grading policy.

Performance Standard C

The teacher monitors students' understanding of the curriculum and adjusts instruction, materials or assessments when appropriate.

Examples of Descriptors:

- ❑ The teacher uses a variety of formal and informal assessments of students' achievements and progress, including standardized testing, to determine instructional revisions and decision-making.
- ❑ The teacher communicates student progress to students and parents consistent with the districts' policy.
- ❑ The teacher maintains an accurate record-keeping system of the quality and quantity of student work.
- ❑ The teacher implements evaluation procedures which match instruction.

AREA: EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT**Performance Standard A**

The teacher creates an environment that is positive for student learning and involvement.

Examples of Descriptors:

- ❑ The teacher encourages all students to take part in discussions and to express their opinions.
- ❑ The teacher responds appropriately to students of varying abilities and needs.
- ❑ The teacher uses classroom time and classroom space to promote optimal learning.
- ❑ The teacher responds positively to student questions about information and ideas.
- ❑ The teacher ensures that all students have an opportunity to participate in class activities.
- ❑ The teacher establishes classroom procedures that maintain a high level of students' time-on-task.
- ❑ The teacher ensures smooth transitions from one activity to another.

Performance Standard B

The teacher maintains appropriate standards of behavior, mutual respect and safety.

Examples of Descriptors:

- ❑ The teacher strives to provide for effective compliance with rules of deportment and behavior as described in the student handbook.
- ❑ The teacher communicates expectations for classroom behavior through, for example, a posted chart of behavioral standards, posted class rules, and/or consistent with building practices.
- ❑ The teacher applies behavioral standards in a fair and consistent fashion.
- ❑ The teacher encourages student involvement in setting expected classroom behavior.
- ❑ The teacher serves as a positive role model for students.
- ❑ The teacher encourages mutual respect by providing positive reinforcement, encouragement and other techniques which lead toward the enhancement of student self-esteem.

AREA: EFFECTIVE INSTRUCTION**Performance Standard A**

The teacher makes learning goals clear to students.

Examples of Descriptors:

- ❑ The teacher cites specific connections between current lesson and previously covered materials.
- ❑ The teacher monitors student understanding of lesson content by verbal questioning, student recitation, or other informal assessment.
- ❑ The teacher formally monitors student skill acquisitions as required by published school department assessment practices.

- ❑ The teacher modifies plans to address student confusions, misunderstandings and/or misconceptions.
- ❑ The teacher communicates clearly in writing:
 - a. which is legible
 - b. which uses vocabulary appropriate to students, and
 - c. which employs proper grammar and spelling.
- ❑ The teacher's spoken communication:
 - a. is clear,
 - b. is at an appropriate volume, and
 - c. uses vocabulary appropriate for the grade level.
- ❑ The teacher gives examples of how the subject relates to lifelong learning.

Performance Standard B

The teacher uses appropriate instructional techniques.

Examples of Descriptors:

- ❑ The teacher uses cooperative learning, project-based learning, audio-visual presentations, lecture presentations, discussion-based learning, and inquiry-based learning according to students' interests, needs and abilities.
- ❑ Teacher allows students to demonstrate mastery of material in a variety of ways:
 - a. written work and/or
 - b. plays and/or
 - c. art work and/or
 - d. oratory and/or
 - e. visual presentations and/or
 - f. exhibitions and/or
 - g. portfolios
- ❑ The teacher uses a variety of instructional techniques to ensure that students achieve system adopted academic standards.
- ❑ The teacher uses a variety of instructional techniques consistent with modifications specified in students' I.E.P.'s
- ❑ The teacher provides opportunities for creative expression and encourages independent learning.
- ❑ The teacher uses a variety of instructional techniques and strategies which promote higher order thinking skills.

Performance Standard C

The teacher uses appropriate questioning techniques.

Examples of Descriptors:

- ❑ The teacher uses a variety of questioning techniques.
- ❑ The teacher presents information recognizing multiple points of view.

Performance Standard D

The teacher evaluates, tries innovative approaches, and refines instructional strategies, including the effective use of technologies, to increase student learning and confidence to learn.

Examples of Descriptors:

- ❑ The teacher establishes classroom procedures that maintain a high level of student time-on-task.
- ❑ The teacher tries innovative strategies as encouraged by the school district.
- ❑ The teacher utilizes available technology.
- ❑ The teacher modifies innovative instructional strategies to address student needs.

AREA: PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT

Performance Standard A

The teacher communicates learning goals and high standards and expectations to students on a regular basis and as appropriate for the grade level.

Examples of Descriptors:

- The teacher communicates standards, expectations and guidelines to students on a regular basis and as appropriate for the grade level.
- The teacher communicates goals and objectives at the beginning of each lesson.
- The teacher provides regular feedback to students on their progress.
- The teacher models the skills and processes central to the subject being taught.
- The teacher encourages students to take risks and persevere with challenging tasks.

Performance Standard B

The teacher promotes confidence and perseverance in the student that stimulates increased personal responsibility for achieving the goals of the curriculum.

Examples of Descriptors:

- The teacher uses frequent feedback in order to increase student motivation and ownership of learning.
- The teacher uses student goals setting in order to increase student motivation and ownership of learning.
- The teacher encourages students to find answers to their own questions.
- The teacher models attitudes of fairness, courtesy and respect.
- The teacher builds appropriate relationships with students that enhance students' ability to learn effectively.
- The teacher encourages students to persevere in acquiring and applying high order thinking skills.

AREA: PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

Performance Standard A

The teacher strives to ensure equitable opportunities for student learning.

Examples of Descriptors:

- The teacher provides opportunities for all students to participate in class activities and discussions.
- The teacher informs all students of programmatic opportunities that the school provides.

Performance Standard B

The teacher demonstrates appreciation for and sensitivity to the diversity among individuals.

Examples of Descriptors:

- The teacher provides opportunities for all students to share their cultural experiences.
- The teacher models respect for individual differences.
- The teacher uses language free of sexism, racism, or bias.
- The teacher plans lessons and activities that promote cultural awareness.
- The teacher encourages students to treat each other with courtesy and respect.
- The teacher intervenes to remedy instances of student insensitivity to ability, social and cultural backgrounds.

AREA: FULLFILLMENT OF PROFESSIONAL RESPONSIBILITIES

Performance Standard A

The teacher is constructive and cooperative in interactions with parents and is receptive to their contributions.

Examples of Descriptors:

- ❑ The teacher complies with all contractual obligations to meet and confer with parents.
- ❑ The teacher solicits parents' suggestions and observations regarding students' progress during meetings, conferences, written progress reports, or other communications.
- ❑ The teacher keeps a log/folder with examples of parental communication.
- ❑ The teacher keeps parents informed of students' progress as needed.

Performance Standard B

The teacher shares responsibility for accomplishing the goals and priorities of his/her grade/team/department, building and school district.

Examples of Descriptors:

- ❑ The teacher attends and participates in team/building/department meetings on regular basis.
- ❑ The teacher works collaboratively with colleagues to develop strategies for the implementation of building and district goals.
- ❑ The teacher plans instruction consistent with the published building and district goals.

Performance Standard C

The teacher is a reflective and continuous learner.

Examples of Descriptors:

- ❑ The teacher fulfills his/her certification requirements as described in Regulation 603 CMR 35.00
- ❑ The teacher promotes his/her own professional development through any/some of the following: coursework, workshops, district professional development programs, study/discussion groups, membership in professional organizations, subscription to professional journals, participation in system curriculum committee work, mentoring.
- ❑ The teacher is receptive to suggestions for growth and improvement.

C. EVALUATION PROCEDURES

1. FREQUENCY OF EVALUATION

Assessment of performance is recognized as the most important strategy to be utilized in promoting and maintaining the highest quality educational experiences and opportunities for our students. Additionally, such assessment promotes professional growth. As such, the following represents the **minimum** number of formal evaluations to be performed for the benefit of Avon Public School teaching personnel:

a. Teachers serving WITHOUT Professional Status

1. Year # 1 of Employment

In year #1 of employment in the Avon Public Schools, teachers will be formally evaluated a minimum of 3 times. Such evaluations will be completed by the primary supervisor in accordance with the following timeline:

Formal evaluations completed and on file in the Superintendent's Office:

- One (1) by November 1.
- + One (1) by January 31.
- + One (1) by May 15.

Additionally, a year-end summary evaluation will be completed and presented to the evaluatee for signature by June 1. Finally, the original copies of all observations and the year-end summary evaluation will be placed on file in the Office of the Superintendent prior to June 30 of each year.

2. Year # 2 + # 3 of Employment

In year #2 + #3 of employment in the Avon Public Schools, teachers will be formally evaluated a minimum of 2 times. Such evaluations will be completed by the primary supervisor in accordance with the following timeline:

Formal evaluations completed and on file in the Superintendent’s Office:

- One (1) by December 15.**
- + One (1) by April 15.**

Additionally, a year-end summary evaluation will be completed and presented to the evaluatee for signature by June 15. Finally, the original copies of all observations and the year-end summary evaluation will be placed on file in the Office of the Superintendent **prior to June 30** of each year.

b. Teachers serving WITH Professional Status

Teachers serving with professional status will have a completed observation on file in the Superintendent’s Office by April 15. Additionally, a year-end summary evaluation will be presented to the evaluatee for signature by June 1. Finally, the original copies of all observations and the year-end summary evaluation will be placed on file in the Office of the Superintendent prior to June 30 of each year.

The primary supervisor will be responsible for completing and filing one (1) formal observation and one (1) formal year-end summary evaluation in the Office of the Superintendent on an alternating year basis.

The teacher will be responsible for completing and presenting to his/her primary supervisor one (1) self-assessment prior to April 15, in the year in which the primary administrator is not making a formal evaluation. Such self-assessment shall be completed on the “Self-Assessment Form” as provided by the Administration.

c. For reasons that are documented and substantiated, and based on major deficiencies which, in the evaluator’s judgment, have an adverse impact on students, a teacher may be observed with a greater frequency than outlined above.

D. IDENTIFICATION OF PRIMARY SUPERVISORS

Supervisor	Evaluatees
Butler Elementary School Principal	All personnel assigned to serve at the Pre-K – Grade 6 level.
Avon Middle/High School Principal	All personnel assigned to serve at the Grades 7 - Grade 12 level.

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

E. OTHER EVALUATION FACTORS

1. Pre-Observation Conferences:

If desired by either the evaluator or the evaluatee, a pre-observation conference may be scheduled to discuss an upcoming observation.

2. Post-Observation Conferences:

A post-observation conference will be held between the evaluator and evaluatee within five (5) school days of the observation. The written observation will be presented to the evaluatee for review and signature within five (5) school days from the date of the post-evaluation conference.

3. Formal Observations:

a. Time of Observation

Observations made for the purpose of gathering data from which to write formal evaluations may be:

1. Scheduled or unscheduled by mutual consent.

[Note: Teachers whose evaluations indicate a need for improvement may have additional observations scheduled. However, and in order to allow for a sufficient remediation period, these additional observations will not occur within four (4) weeks of receipt of the formal written evaluation, unless mutually agreed upon.]

2. By invitation of the evaluatee.

b. Duration of Observations:

Optimally, classroom observations will be made over a full class period. However, observations may be less than a full class period in duration, provided that the evaluator was present from the beginning of the class period, and it is mutually agreed that the evaluator remained for a sufficient time to observe the sequence of the lesson.

4. Plan of Assistance:

Any rating which indicates that a standard has not been met could become the focus of a Plan of Assistance. The Plan of Assistance shall be written cooperatively at the post-evaluation conference or a subsequent conference held for that purpose. The Plan of Assistance process shall begin upon the completion of this conference.

Plans of Assistance shall include the following documentation:

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

Note: As the ultimate goal of a Plan of Assistance is improved performance, and with the recognition that improvements are generally made in incremental steps, no more than three (3) Plans of Assistance shall be written per evaluation cycle.

5. Other Factors Pertinent to Formal Evaluations:

a. Evaluatee's Signature on Evaluations:

Evaluatees are required to sign formal evaluations. Their signature implies that the evaluatee is aware of, and has read the evaluation. It does not imply consent with the content.

b. Disagreement with Evaluative Commentary:

Should an evaluatee disagree with all or part of his/her evaluation, he/she may request that another Avon School Department Supervisor observe his/her performance for the purpose of assessing areas of disagreement between the evaluator and evaluatee.

c. Attaching Statements to Evaluations:

Evaluatees are entitled to attach statements to their formal evaluations. Such statements may serve to clarify, confirm or rebut statements made by the evaluator.

d. Additional Observations:

Beyond the number of observations as minimally required, the evaluatee may request additional observations from his/her primary supervisor.

F. EVALUATION INSTRUMENT

The following pages contain the Avon Public Schools Faculty Observation/Evaluation Form.

**AVON PUBLIC SCHOOLS
FACULTY OBSERVATION/EVALUATION FORM**

Name:	Subject/Grade:
Observation Date:	Post-Observation Conference Date:

AREA: CURRENCY IN THE CURRICULUM

Standard # 1 – The teacher is up to date regarding curriculum content.

Based upon a review of the report submitted by the teacher of activities engaged in during the past school year, it is the assessment of this evaluator that:

_____ **The standard has been met.** _____ **The standard has not been met.**

In meeting this standard, each teacher in the Avon Public Schools will annually submit to his/her primary supervisor, and prior to the 15th day of April, a statement of activities in which he/she participated which led towards maintaining curriculum currency. The primary supervisor will review this submission and make a determination of currency.

Evaluator's Comments:

AREA: EFFECTIVE PLANNING AND ASSESSMENT OF CURRICULUM AND INSTRUCTION

Standard # 2 – The teacher plans instruction and monitors students' understanding of the curriculum effectively, adjusting instruction, materials and/or assessments when appropriate.

_____ **The standard has been met.** _____ **The standard has not been met.**

In meeting this standard, the teacher displays evidence of an understanding of the individual's and/or group's educational needs through planning lessons which build upon students' own prior knowledge and experience, and identifies the prerequisite skills, concepts and vocabulary that are important for being successful at the task at hand. As is indicated in the standard statement, adjustment of instruction, materials and/or assessments to meet needs provide other evidence of meeting the standard.

Evaluator's Comments:

AREA: EFFECTIVE MANAGEMENT OF CLASSROOM ENVIRONMENT

Standard # 3 – The teacher creates an environment that is positive for student learning and involvement which is characterized by maintaining appropriate standards of behavior, mutual respect and safety.

_____ The standard has been met. _____ The standard has not been met.

In meeting this standard, the teacher will give evidence of being open to student challenges about information and ideas, implementing curriculum experiences in which students take an increasing responsibility for their own learning, implementing instructional opportunities where students are interacting with ideas, and establishing classroom procedures that maintain a high level of students' time-on-task and ensure smooth transitions from one activity to another.

Evaluator's Comments:

AREA: EFFECTIVE INSTRUCTION

Standard # 4 – The teacher will use all available resources and a variety of instructional strategies to increase student learning.

_____ The standard has been met. _____ The standard has not been met.

As indicated by this standard, the teacher demonstrates that he/she uses a variety of teaching strategies, which might include cooperative, peer and project-based learning, audio-visual presentations, lecture, discussions and inquiry, and other approaches as would appear to enhance student learning and provide the opportunity for student demonstration of competency and mastery of new material. Such student demonstrations might include written work, plays, art work, oratory, visual presentations, exhibitions, portfolios, and the like.

Strategies Observed:

Evaluator's Comments:

AREA: PROMOTION OF HIGH STANDARDS AND EXPECTATIONS FOR STUDENT ACHIEVEMENT

Standard # 5 – The teacher promotes confidence and perseverance in students and nurtures students' eagerness to do challenging work, providing incentive, interest and support for students to take responsibility to complete such tasks successfully.

_____ The standard has been met. _____ The standard has not been met.

In demonstrating that this standard has been met, a teacher will give evidence of providing regular and frequent communication of lesson goals, objectives, and learning outcomes to students, and similarly, regular and frequent feedback to students on their progress on goals and objectives. Additionally, the teacher will clearly communicate standards, expectations and guidelines with respect to both the quality and quantity of students' work, work procedures, and interpersonal behavior to both students and parents. Lastly, the teacher will model the skills, attitudes, values and processes central to the subject being taught.

Evaluator's Comments:

AREA: PROMOTION OF EQUITY AND APPRECIATION OF DIVERSITY

Standard # 6 – The teacher demonstrates appreciation for, and sensitivity to individual differences among students, and ensures that there are equitable opportunities for student learning. In so doing, the teacher addresses the needs of diverse student populations by applying and adapting constitutional and statutory laws, state regulations and Board of Education guidelines.

_____ The standard has been met. _____ The standard has not been met.

In meeting this standard, the teacher addresses the needs of diverse student populations by applying and adapting constitutional and statutory laws, state regulations and Board of Education guidelines. Additionally, the teacher gives evidence of providing opportunities to include all students in the full range of academic programs and extra-curricular activities under his/her direct supervision and/or responsibility. Further, the teacher can meet this standard by incorporating instructional strategies which make provision for differing abilities, modes of contribution, and social and cultural backgrounds.

Evaluator's Comments:

Article XXIX Reduction in Force

The School Committee retains the right to determine the number of professional positions which are needed in the school system. In the event that financial limitations, pupil enrollments, curriculum changes or similar considerations cause the Committee to eliminate any positions covered by this Agreement, the following lay-off procedures shall apply:

SECTION 1: The Committee shall make every effort to accomplish said reductions by attrition.

SECTION 2: A teacher serving with professional teacher status shall not be laid off if there is a teacher without professional status whose position the teacher with professional status is qualified to fill.

SECTION 3: Layoffs shall be conducted within areas of certification in inverse order of seniority. A junior teacher may be retained, however, if in the committee's reasonable judgment no senior teacher is presently qualified to perform the position of the said junior teacher. A teacher reached for lay-off in a specific area of certification may bump a junior teacher in another area of certification provided said teacher is properly certified and in the reasonable judgment of the Administration is presently qualified to perform the position held by the junior teacher.

To exercise bumping rights a teacher must, within fourteen (14) calendar days of receipt of lay-off notice, file with his/her immediate supervisor a notice of the Teacher's desire to bump into a specific position. The notice shall include the name of the present incumbent in such position and describe the teacher's qualifications. Within fourteen (14) calendar days thereafter, the immediate supervisor shall send notice to the teacher of the action on the bumping request.

Part-time teachers, whose original appointment in the Avon Public Schools was as a part-time teacher, may not bump into a full-time position regardless of seniority.

SECTION 4: Certification shall mean that the teacher has on file with the Office of the Superintendent evidence that the teacher possesses certification from the State Department of Education. Such evidence must be on file by March 1 of each school year.

Seniority shall mean the teacher's length of continuous service (assumption of duties, not appointment) in year, months and days in the Avon School System. In cases of identical entry into the Avon School System, seniority shall be considered equal.

Teachers shall be credited for the seniority purposes up to a maximum of one (1) year for time spent on any leave of absence provided for in this Agreement. Any time spent beyond one (1) year on leave (s) of absence by any teacher shall be construed to break active service; and seniority will mean the total number of years, months and days preceding the leave, added to the total number of years, months and days after resuming active service after such leave(s) of absence. Resignation shall be deemed to break seniority, and in the event of reemployment, seniority shall be computed from the date of the most recent assumption of duties.

For purposes of this Article, the term "Qualified" shall mean that the teacher possesses the requisite state certification for the position, and has taught in said area of certification for at least one full year.

SECTION 5: The School Committee will meet with the AEA President by May 1 of the school year preceding the school year in which layoffs would take effect. Teachers to be laid off shall be notified in writing of layoff by June 1 of the school year preceding the school year in which the layoffs will take effect. Said notice shall include the specific reasons for the layoff. Layoffs shall be deemed effective on midnight August 31 next following the notice provided above.

SECTION 6: Teachers serving with professional teacher status, and who are laid off shall have recall rights for two (2) years from the effective day of layoff. During this period of time, teachers on layoff shall be recalled to fill vacancies and new positions which the Administration reasonably judges they are presently qualified to fill, in inverse order of layoff. While members of the bargaining unit continue to have recall rights, the Administration agrees not to hire any new teachers unless the Administration reasonably judges that no teacher with recall rights is presently qualified to fill the vacancy.

In the event that a teacher elects to have his layoff treated as a leave of absence, the status of said teacher with respect to tenure shall not be altered by a layoff. Teachers with professional teacher status who are recalled shall be recalled with professional teacher status.

In recognition of the fact that a laid off teacher accepts such leave in lieu of dismissal shall waive in writing any rights to a dismissal hearing which he/she may have pursuant to Chapter 71, section 42, M.G.L.A. A teacher may elect to have his layoff treated as a dismissal in which case such teacher shall be afforded his full statutory rights.

SECTION 7: Teachers laid off under this Article shall be given priority on the substitute list during the said recall period if they so indicate in writing to the Superintendent.

SECTION 8: The Avon Education Association shall be notified by the Superintendent of any vacant positions for which bargaining unit members are eligible to be recalled. Teachers eligible to be recalled pursuant to Section 7 shall be notified by the Superintendent by certified mail at their last address of record on file at the Superintendent's Office. Failure to reply to notice of an open full-time permanent position within a teacher's area of certification(s) within fourteen (14) days following such notification shall terminate all rights under this Article.

SECTION 9: Upon recall, a teacher will be placed at the same position on the salary schedule which he or she had prior to layoff and he or she shall be also given seniority credit for all prior service. Teachers eligible to advance a step on the salary schedule at the time of their layoff shall be advanced upon recall. All teachers if recalled will be credited with all other benefits accrued up to the time of their layoff.

SECTION 10: A list shall be prepared by the Superintendent within thirty (30) days of the signing of the Agreement which will reflect the 1998-99 school year assignments by seniority and by certification. Each teacher in the bargaining unit shall be placed on the certification where he or she teaches a majority of the time. In the event that a teacher's time is divided equally between two or more areas of certification, the teacher shall elect the list upon which his or her name is placed.

In the event the teaching assignment of any teacher is changed during the term of this Agreement, the list shall forthwith be amended accordingly.

Article XXX Transfers

The Superintendent reserves the right to assign teachers to schools and teaching assignments as he/she deems necessary. Should the Superintendent determine that such transfers are necessary, it agrees that the following procedures will be followed:

- A. To the extent practicable, volunteers will be considered first for transfer.
- B. When involuntary transfers are to occur, a teacher's area of competence, field of certification, teaching performance, and length of service in the Avon Schools, as well as the needs of the system will be considered in determining which teacher is to be transferred.
- C. An involuntary transfer will be made only after such a meeting between the teacher involved, his/her immediate supervisor, and the Superintendent (or his designed), at which time the teacher will be notified of the reasons for the transfer and will have an opportunity to state his/her views. Said teacher may be represented by a representative of the Association at this meeting.
- D. Any teacher who is involuntarily transferred will not be involuntarily transferred again for a period of two (2) years.

**Article XXXI
Part-time Teachers**

- A. Part-time teachers will be paid on a pro-rate basis reflecting a comparison of their time worked with regular full-time teachers.
- B. Part-time teachers will receive the full-time contract number of days of sick leave and personal leave with the amount of wages paid on each day being pro-rated as indicated above.
- C. Part-time teachers will be fully covered by all terms of the Collective Bargaining Agreement except as herein before noted.

**Article XXXII
Health Insurance**

- A. A tripartite panel (AEA, School Committee and Selectman), will be formed to discuss and negotiate healthcare concerns and rates.
- B. Health insurance rates for teachers, with families, who have HMO coverage will be increased from 16.5% to 18% effective January 1, 1994. Effective September 1, 2009, the health insurance contribution rates for teachers who have HMO coverage will be increased from 18% to 22% (commencing with the first paycheck in September). Effective September 1, 2010, the health insurance contribution rates for teachers who have HMO coverage will be increased from 22% to 25% (commencing with the first paycheck in September).
- C. An advisory committee will be established for the purpose of exploring ways to contain health insurance costs without cost-shifting to employees. The advisory committee will be comprised of two (2) representatives appointed by the School Committee and two (2) representatives appointed by the AEA. It is expressly understood that any and all changes to health insurance must be bargained by the AEA and the School Committee and ratified by their respective constituents.

SIGNATURES

WITNESS our hand and seals this _____ day of _____, 2009.

AVON SCHOOL COMMITTEE _____

WITNESS our hands and seals this _____ day of _____, 2009.

AVON EDUCATION ASSOCIATION _____

**Appendix A
Salary Schedule
2008-2009**

STEP	B	B+15	M	M+15	M+30	M+45	M+60	DOCT
1	\$36,430	\$37,871	\$39,310	\$40,271	\$41,712	\$43,154	\$44,115	\$44,115
2	\$37,871	\$39,310	\$40,511	\$41,953	\$43,154	\$44,835	\$46,036	\$46,036
3	\$40,271	\$41,471	\$42,912	\$44,115	\$45,315	\$46,514	\$46,755	\$46,755
4	\$41,955	\$43,391	\$44,835	\$46,036	\$47,235	\$48,435	\$49,637	\$49,637
5	\$43,875	\$45,315	\$46,514	\$47,716	\$48,916	\$50,356	\$51,557	\$51,557
6	\$45,553	\$46,995	\$48,435	\$49,637	\$50,837	\$52,037	\$53,237	\$53,237
7	\$47,474	\$48,916	\$50,356	\$51,557	\$52,757	\$53,958	\$55,159	\$55,159
8	\$49,877	\$51,076	\$52,037	\$53,237	\$54,440	\$55,878	\$57,079	\$57,079
9	\$51,557	\$52,998	\$54,918	\$56,360	\$57,800	\$59,000	\$60,201	\$60,201
10	\$54,198	\$55,878	\$57,800	\$59,480	\$60,919	\$62,602	\$64,282	\$64,282
11	\$56,119	\$58,039	\$59,958	\$61,641	\$63,322	\$65,001	\$66,684	\$66,684
12	\$60,682	\$62,841	\$64,763	\$66,684	\$68,364	\$70,284	\$71,967	\$71,967

**APPENDIX A
SALARY SCHEDULE
2009-2010**

STEP	B	B+15	M	M+15	M+30	M+45	M+60	DOCT
1	\$37,705	\$39,196	\$40,686	\$41,680	\$43,171	\$44,665	\$45,659	\$45,659
2	\$39,196	\$40,686	\$41,929	\$43,421	\$44,665	\$46,404	\$47,647	\$47,647
3	\$41,680	\$42,923	\$44,414	\$45,659	\$46,901	\$48,142	\$48,392	\$48,392
4	\$43,423	\$44,910	\$46,404	\$47,647	\$48,889	\$50,130	\$51,374	\$51,374
5	\$45,410	\$46,901	\$48,142	\$49,386	\$50,628	\$52,118	\$53,362	\$53,362
6	\$47,148	\$48,640	\$50,130	\$51,374	\$52,616	\$53,858	\$55,101	\$55,101
7	\$49,136	\$50,628	\$52,118	\$53,362	\$54,604	\$55,846	\$57,090	\$57,090
8	\$51,622	\$52,864	\$53,858	\$55,101	\$56,345	\$57,833	\$59,077	\$59,077
9	\$53,362	\$54,853	\$56,840	\$58,332	\$59,823	\$61,065	\$62,308	\$62,308
10	\$56,095	\$57,833	\$59,823	\$61,562	\$63,051	\$64,793	\$66,532	\$66,532
11	\$58,083	\$60,070	\$62,056	\$63,799	\$65,539	\$67,276	\$69,018	\$69,018
12	\$62,806	\$65,040	\$67,030	\$69,018	\$70,757	\$72,744	\$74,485	\$74,485

**APPENDIX A
SALARY SCHEDULE
2010-2011**

STEP	B	B+15	M	M+15	M+30	M+45	M+60	DOCT
1	\$39,025	\$40,568	\$42,110	\$43,139	\$44,682	\$46,228	\$47,257	\$47,257
2	\$40,568	\$42,110	\$43,396	\$44,941	\$46,228	\$48,029	\$49,315	\$49,315
3	\$43,139	\$44,425	\$45,969	\$47,257	\$48,543	\$49,827	\$50,085	\$50,085
4	\$44,943	\$46,482	\$48,029	\$49,315	\$50,600	\$51,885	\$53,172	\$53,172
5	\$47,000	\$48,543	\$49,827	\$51,114	\$52,400	\$53,942	\$55,230	\$55,230
6	\$48,798	\$50,342	\$51,885	\$53,172	\$54,458	\$55,743	\$57,029	\$57,029
7	\$50,856	\$52,400	\$53,942	\$55,230	\$56,515	\$57,801	\$59,088	\$59,088
8	\$53,429	\$54,714	\$55,743	\$57,029	\$58,317	\$59,857	\$61,145	\$61,145
9	\$55,230	\$56,773	\$58,830	\$60,374	\$61,916	\$63,202	\$64,489	\$64,489
10	\$58,058	\$59,857	\$61,916	\$63,717	\$65,258	\$67,061	\$68,860	\$68,860
11	\$60,116	\$62,172	\$64,228	\$66,032	\$67,832	\$69,631	\$71,434	\$71,434
12	\$65,004	\$67,317	\$69,376	\$71,434	\$73,233	\$75,290	\$77,092	\$77,092

APPENDIX B

- a. The listing of all extra jobs to include the breakdown factors for each job and the total number of factors assigned.

EXTRA-CURRICULAR ACTIVITIES PAYMENT SCHEDULE

ACTIVITY

	<u>Hours</u>	<u>Time</u> <u>Factors</u>	<u>Responsibility</u> <u>Factors</u>	<u>Total</u> <u>Factors</u>
Boys' Basketball				
Varsity	359	9	7	16
Boys' JV Basketball	200	5	3	8
Boys' JV2 Basketball	120	3	1	4
Intramural				
Basketball (Middle				
School Gr. 5-6)	40	1	2	3
Girls' Basketball/				
Varsity	359	9	7	16
Girls' JV				
Basketball	200	5	3	8
Girls' JV2				
Basketball	120	3	1	4
Baseball/Varsity	280	7	5	12
JV Baseball	160	4	2	6
Co-ed Cross Country	200	5	4	9
Football Assistant/Varsity	280	7	4	11
Hockey/Varsity	320	8	5	13
Hockey Assistant/Varsity	120	3	2	5

EXTRA-CURRICULAR ACTIVITIES
PAYMENT SCHEDULE

ACTIVITY

	<u>Hours</u>	<u>Time Factors</u>	<u>Responsibility Factors</u>	<u>Total Factors</u>
Athletic Director	359	13	8	21
Soccer/Varsity	240	6	4	10
Soccer/Jr. Varsity	120	3	2	5
Intramural/Soccer (Gr. 5-6)	30	1	1	2
Girls' Softball/ Varsity	280	7	5	12
JV Softball	160	4	2	6
Intramural Softball (Gr. 5-6)	30	1	1	2
Soccer/Cheerleading	80	2	1	3
Basketball Cheerleading	160	4	4	8
Girls' Volleyball Varsity	160	4	4	8
JV Volleyball	120	3	1	4
Intramural Volleyball Middle School (Gr. 5-6)	40	1	2	3
School Newspaper Advisor	80	2	1	3
Yearbook/Advisor H.S. Business	120	3	2	5
Yearbook/Advisor H.S. Production	120	3	8	11
Yearbook/Advisor M.S.	80	2	1	3
Student Government Advisor	120	3	3	6
Golf	40	1	1	2
Multicultural	40	1	1	2
Amnesty International	40	1	1	2

ACTIVITY

	<u>Hours</u>	<u>Time Factors</u>	<u>Responsibility Factors</u>	<u>Total Factors</u>
Music Dir./Middle School	200	4	4	8
Music Dir./H.S. Freshman Class Advisor	160	4	4	8
Sophomore Class Advisor	40	1	2	3
Junior Class Advisor	40	1	2	3
Senior Class Advisor	80	2	2	4
Asst. Senior Advisor	80	2	3	5
Student Activity Advisor/Middle School	40	1	3	4
Nat'l Honor Society	200	5	3	8
Lowell Scholarship Facilitator	80	2	2	4
Art/Photo H.S.	120	1	2	3
Computer Club	120	3	2	5
National Jr. Honor Society Advisor	80	2	1	2
Drama Advisor	120	3	2	5
Cable TV Production	200	5	2	7

B. The Formula for Computing the Extra-Pay Schedule

1. In computing salaries, the following facts will be considered:

TIME: The following time scale will be adopted: (520 hours is the maximum time allowed.)

<u>HOURS</u>	<u>FACTORS</u>
0-40	1
41-80	2
81-120	3
121-160	4
161-200	5
201-240	6
241-280	7
281-320	8
321-360	9
361-400	10
401-440	11
441-480	12
481-520	13

RESPONSIBILITY: As noted, a scale of 1-8 will be adopted for the factor of responsibility. The criteria as listed below are considered when assigning a factor of value.

- a. number of pupils
- b. care and supervision of school property
- c. degree to which the activity involves the public (directly and indirectly)
- d. schedule making
- e. budget making
- f. care and handling of finances
- g. length of schedule/number of events
- h. location of activity (in or out of school)
- i. problems of transportation

Post Season Play- Additional factors shall be added for post season play, with one factor being added for each level of competition by a team beyond its regularly scheduled season. Post –Season play shall commence with games or matches after the league play-offs. Such play shall normally be the first game of the MIAA State Tournament.

EXPERIENCE:

Experience in a given activity is recognized up through a maximum of five (5) years. Each year of experience is equivalent to a percentage as indicated in the following table and applied as outlined.

YEARS OF EXPERIENCE:	1	2	3	4	5
PERCENTAGE:	5	10	15	20	25

THE FORMULA: The numerical factors for TIME, RESPONSIBILITY AND POST SEASON PLAY, will be added together and applied as a percentage against the beginning salary on the Bachelor’s Salary Schedule.

The result obtained in addition to the percentage for experience will represent the salary.