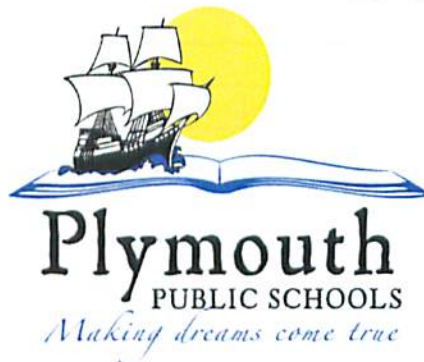


AGREEMENT
BETWEEN THE
SCHOOL COMMITTEE OF THE TOWN OF PLYMOUTH
AND THE
EDUCATION ASSOCIATION OF PLYMOUTH AND CARVER

JULY 1, 2018 - JUNE 30, 2021



This Agreement is made and entered into by and between the SCHOOL COMMITTEE OF THE TOWN OF PLYMOUTH (hereinafter referred to as the "Committee") and the EDUCATION ASSOCIATION OF PLYMOUTH AND CARVER (hereinafter referred to as the "Association").

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ARTICLE I
RECOGNITION

- A. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Plymouth and that good morale within the teaching staff of Plymouth is essential to achievement of that purpose, we, the undersigned parties to this Contract declare that:
1. Under the law of Massachusetts, the Committee, elected by the citizens of Plymouth, Massachusetts has final responsibility for establishing educational policies of the public schools of the Town of Plymouth;
 2. The Superintendent of Schools of the Town of Plymouth (hereinafter referred to as the "Superintendent") has responsibility for carrying out the policies so established;
 3. The teaching staff of the public schools of the Town of Plymouth has the responsibility for providing in the classrooms of the schools, education of the highest possible quality;
 4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
 5. To give effect to these declarations, the following principles and procedures are hereby adopted.
 6. Nothing in this Agreement shall be construed to modify, change, or limit the authority, jurisdiction, responsibility, and duties of the Committee and/or Superintendent of Schools contrary to law or to the lawful bylaws of the Committee. This Agreement is pursuant to the conditions of Chapter 150E of the General Laws.
- B. **Separability** If any provision or provisions of this Agreement or the application thereof to any employee or group of employees covered by this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications will continue in full force and effect. The parties recognize and agree that the provisions of this Agreement are intended to be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993 and any subsequent mandatory amendments thereto. It is the parties' intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein.
- C. For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements and questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining representative of a unit consisting of all certified professional employees of the Plymouth Public Schools assigned to the Plymouth Early Childhood Center, Cold Spring, Federal Furnace, Hedge, Indian Brook, Manomet, Nathaniel Morton, South, West, Plymouth Community Intermediate, Plymouth South Middle School, Plymouth Harbor Academy, Plymouth North High and Plymouth South High Schools (including academic coaches, nurse educators, occupational therapists, physical therapists, speech and language pathologists and Title I teachers), hereinafter referred to as "teachers", but excluding:

Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Pupil Personnel Services, Coordinators, Athletic Director, Housemasters, Director of Technical Studies, Directors, Assistant Athletic Directors, substitute teachers, secretaries, educational support personnel, custodians, food service workers and other employees of the Plymouth Public School System.

ARTICLE II

NEGOTIATION PROCEDURE

- A. 1. Not later than October 1st of the calendar year preceding the calendar year in which this Contract expires, the Committee agrees to enter into negotiations with the Association over a successor Contract in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' wages, hours, and other conditions of their employment.

Such negotiations will include the handling of grievances, salaries, fringe benefits, specialists, class size, teaching hours and teaching load, performance of non-teaching duties, teacher facilities, use of school facilities, teacher assignments, transfers, filling of vacancies, promotions, teacher evaluation, protection of teachers, sick leave, severance pay, leaves of absence, accident benefits, health services, professional developments and educational improvements. Any Agreement so negotiated will apply to all members of the Bargaining Unit and will be reduced to writing and signed by the Committee and the Association.

2. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations, provided one week's notice is given, or otherwise by mutual agreement of both parties. In the event of an impasse, the one-weeks' notice does not apply.

- B. If the negotiations described in this Section A reach an impasse, the procedure described in Chapter 150E of the General Laws will be followed.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

- 1) A grievance is:
 - a. An alleged violation of one or more terms or provisions of the agreement; or
 - b. A dispute otherwise arising out of the employer-employee relationship involving wages, hours, or other terms or conditions of employment; or
 - c. A dispute over the interpretation or application of any of the provisions of this Agreement.
 - d. A "grievant" is the person (or persons) making the claim.
 - e. A "party in interest" is the person or persons making the claim or any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
 - f. "School Days" shall mean days in which school is in session for students.

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 of working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

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.

If, at the end of ten (10) school days next following the occurrence of any grievance, or the date of the first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One of this procedure, the grievance shall be deemed to have been waived. Any grievance in course shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified therefor.

In the event that a grievance is filed on or after June 1, the time limits set forth herein may be reduced, if mutually agreed upon by the parties hereto, in order that the

grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Level One: The grievance shall be presented in writing by the employee and a member of the Professional Rights and Responsibilities Committee of the Association to the principal or to the appropriate intermediate supervisor of the employee.

Level Two: If, at the end of the five (5) school days next following such presentation, the grievance shall not have been disposed of to the employee's satisfaction, the employee may within five (5) school days thereafter, file with the Chairman of the Professional Rights and Responsibilities Committee a written statement of the grievance which shall be reviewed with the employee by the said Chairman; and, if after such review, the employee shall so desire, the grievance shall forthwith be presented in writing by the employee and the said Chairman to the Superintendent (and/or his designee), who shall, within five (5) school days thereafter, meet with the employee and the said Chairman in an effort to settle the grievance.

Level Three: If, at the end of ten (10) school days next following such presentation to the Superintendent, the grievance shall not have been disposed of to the employee's satisfaction, the employee may, within five (5) school days thereafter, notify the said Chairman in writing of the employee's desire to have the grievance presented to the School Committee, and within five (5) school days following receipt of any such notice, the Professional Rights and Responsibilities Committee of the Association shall meet with the same Chairman and the employee to decide whether or not the Association shall present the grievance to the School Committee. If the Professional Rights and Responsibilities Committee shall so vote, the grievance shall forthwith be presented in writing by the Association to the School Committee; and within ten (10) school days or the next School Committee meeting, whichever comes first, the School Committee shall meet with the Professional Rights and Responsibilities Committee, the said Chairman, and the employee, in an effort to settle the grievance.

Level Four: If, at the end of the twenty (20) school days following the presentation of the grievance in writing to the School Committee, the grievance shall not have been resolved to the satisfaction of the grievant, the Association may, by giving written notice to the School Committee within ten (10) school days next following the conclusion of such period of twenty (20) school days, present the grievance for arbitration. After five (5) school days following such notification, the Association may submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association. The expenses of such arbitration shall be shared equally by the School Committee and the Association, and the award made shall be final and binding upon the School Committee, the Association, and the grievant except for review or confirmation as is provided by Massachusetts General Laws, Chapter 150C.

1. If any employee covered by this Contract shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Contract; and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

D. Rights of Teachers to Representation

1. No reprisals will be taken by the School Committee or by any member of the administration against any party in interest, any school representative, any member of the Professional Rights and Responsibilities Committee, or any other participant in the grievance procedure, by reason of such participation.
2. A party in interest may be represented at any stage of the grievance procedure by a person of his own choosing except a representative or officer of any teaching organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the P.R. & R. Committee, a grievance affects a group or class of teachers, the P.R. & R. Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The P.R. & R. Committee may process such a grievance through all levels of the grievance procedure, if a majority of those affected wish it to be done.
2. Decisions rendered at Levels One and Two of the grievance procedure will be in writing, setting forth the decision and the reasons therefor, and will be transmitted promptly to all parties in interest and to the Chairman of the P.R. & R. Committee.
3. The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Paragraph A of this Article. The Arbitrator will be without power or authority to make a decision of an award which violates any of the Committee's promulgated educational policies not modified by this Agreement, or an award requiring the Committee to commit an act or engage in conduct prohibited by state or federal law, or an award which adds to, modifies, or subtracts from the provisions of this Agreement.
4. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, and will be available to the Chairman of the P.R. & R. Committee and administrators included in the proceedings.
5. 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.

ARTICLE IV

MANAGEMENT RIGHTS

This agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of employees covered by this Contract.

The parties recognize that the School Committee is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this Agreement shall derogate from those powers and responsibilities of the Committee and the Superintendent. The Committee, the Superintendent, and the Principal retain those rights, powers, and duties they now have, may be granted, or have conferred upon them by the General Laws of the Commonwealth.

The parties further recognize and agree that, except as otherwise specifically relinquished, abridged, or limited by the Agreement, the Committee and the Superintendent of Schools continue to retain, whether exercised or not, the right, power, and authority to exercise in their sole discretion, the duties, powers, responsibilities, and rights provided by the Laws of Massachusetts and applicable rules and regulations of administrative agencies issued under such laws.

The Association recognizes that the Committee has responsibility for establishing and implementing educational policies of the public schools covered by this Agreement, and recognizes that the Superintendent has responsibility for the management of such schools and the direction of their operation.

To the extent permitted by law, the Superintendent may annually reappoint or replace Department Heads, Extracurricular Advisors, and/or Coaches.

ARTICLE V

SALARIES

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

ARTICLE VI

TEACHING HOURS AND WORK YEAR

For the purposes of this article, "PECC" shall include the Plymouth Early Childhood Center, "Elementary School" shall include the following schools: Cold Spring, Federal Furnace, Hedge, Indian Brook, Manomet, Nathaniel Morton, South and West. The "Intermediate/Middle Schools" will be inclusive of all grades in the buildings. "High School" shall include Plymouth North and Plymouth South.

- A. 1. Teachers will have a duty-free lunch period of at least thirty minutes (30) at the elementary and PECC level and of at least twenty-five (25) minutes at the high schools and the intermediate/middle schools.
2. Classroom teachers in grades six (6) through twelve (12) will have, in addition to their lunch period, at least one (1) preparation period (of consecutive minutes equal to a class period) per day, during which they will not be assigned any duties.

3. Each elementary (full-day K-5) teacher shall have four preparation periods per week of sixty (60) minutes in duration per period.

Each elementary teacher shall receive an additional preparation period per week if the health specialist takes over the class.

All half-day kindergarten teachers shall have, in addition to their duty-free lunch period, at least 36 consecutive minutes of preparation time per day between the morning and afternoon kindergarten sessions.

4. a.) The task of evaluation new PECC students will be distributed as equitably as possible among the PECC teaching staff on a rotating basis.

b.) In accordance with the school calendar in effect as of the commencement of this agreement, dismissal for PECC students on the day prior to December break and the last day of school is 11:30 when the school calendar is a half day. If, during the term of this agreement, the school calendar changes, the administration and association president shall confer to implement an equitable change to the provision.

c.) As to non-therapist teachers, Wednesdays are reserved for meetings, evaluations, teacher prep or other duties as assigned by the preschool principal. Non-therapist teachers will be provided with four hours cumulatively of prep time per week, in increments of no fewer than sixty (60) consecutive minutes, whenever possible. The principal will make every effort to schedule no more than two team meetings and/or evaluations per teacher on a given Wednesday in order to provide preschool teachers with adequate prep time.

d.) If student enrollment necessitates teaching or therapy on a Wednesday, the affected teacher(s) will be provided with a planning time equivalent to the duration of said teaching or therapy time on a day and time that is established by the principal.

e.) As to therapists (e.g. speech/therapy, occupational therapy, physical therapy) and related service providers, such employees will be provided with a minimum of sixty (60) minutes of planning in addition to their daily lunch and recess on M-T-TR-F, to be scheduled at their discretion with principal input keeping in mind that prep time should be scheduled during times that are educationally sound. Whenever possible, the sixty (60) minutes will be consecutive. Depending on evaluations and team meetings therapists may also get additional prep time on Wednesdays should time/schedule allow. Therapists who supervise COTAs, PTAs and SLPAs should also schedule supervision time appropriate to their discipline. Upon request, therapists will provide the preschool principal with copies of their schedules.

f.) One half day will be dedicated for planning and preparing for the PECC Early Childhood Fair. If the fair takes place during a time that is outside of school days/hours, PECC teacher participation is optional. Those teachers who choose to participate will be paid the contractual tutoring rate for all hours worked. The specific number of teachers, hours and specific schedule is determined by the preschool principal.

g.) The first day and last school days for PECC students corresponds with the regular academic year calendar with the first student day being open house for preschool parents.

Effective July 1, 2018:

The number of days for teachers shall be 183, with the day before the opening of school counted as a day. Teachers shall attend two (2) professional development days per year. Professional development days shall not be scheduled as the first day of the work year or the last day of the work year.

The Association and Committee agree to convene a joint labor management committee which shall provide recommendations on the scheduling and content of the above professional development days. The committee will develop a mutually agreed upon professional development survey which will be distributed to all staff. Administration will use the results of this survey to provide a reasonable amount of professional development offerings during the four (4) district-based sessions directed by the superintendent or his/her designed under Section K of this Article. The results of this survey will also be taken into consideration when scheduling other professional development opportunities throughout the year.

The work year of teachers (except new personnel who may be required to attend additional orientation or induction sessions) will begin no earlier than August 27th and terminate no later than June 30th. The Friday before Labor Day shall not be a work day. New personnel may be required to attend up to twelve (12) hours of induction sessions. New personnel who attend any required induction sessions shall be paid for up to twelve (12) hours of attendance at such sessions at the hourly rate set forth in Appendix A.IX. Tutoring of this Agreement.

2. The work year for high school and middle school guidance counselors shall be a 186 day school year and the additional days beyond 181 shall be paid at the guidance counselors' per diem rate. The days beyond 181 are to be scheduled by mutual agreement with the building principal.
3. The parties agree that if the length of the school year for students is increased by Massachusetts Law to exceed 180 days, the parties will negotiate concerning the impact of that lawful increase.

Effective July 1, 2019:

- B. 1. The work year of teachers (except new personnel who may be required to attend additional orientation or induction sessions) will begin no earlier than August 27th and terminate no later than June 30th. The Friday before Labor Day shall not be a work day. New personnel may be required to attend up to twelve (12) hours of induction sessions. New personnel who attend any required induction sessions shall be paid for up to twelve (12) hours of attendance at such sessions at the hourly rate set forth in Appendix A.IX. Tutoring of this Agreement.

For all work years:

The Committee may require teachers to attend work for up to two additional (2) professional development days per year beyond the professional development days listed below by paying the teachers a day's pay at their per diem rate of pay for each day they may be required to attend for the purpose of professional development. The committee will notify teachers by April 15th of the school year if it decides to schedule professional development days at the per diem rate of pay. The number of days for students shall be no more than one hundred eighty (180).

The number of days for teachers shall be 182, with the day before the opening of school counted as a day. Teachers shall attend one (1) professional development day per year. Professional development days shall not be scheduled as the first day of the work year or the last day of the work year.

The Association and Committee agree to convene a joint labor management committee which shall provide recommendations on the scheduling and content of the above professional development days. The committee will develop a mutually agreed upon professional development survey which will be distributed to all staff. Administration will use the results of this survey to provide a reasonable amount of professional development offerings during the four (4) district-based sessions directed by the Superintendent or his/her designed under Section K of this Article. The results of this survey will also be taken into consideration when scheduling other professional development opportunities throughout the year.

2. The work year for high school and middle school guidance counselors shall be a 187 day school year and the additional days beyond 182 shall be paid at the guidance counselors' per diem rate. The days beyond 182 are to be scheduled by mutual agreement with the building principal.
3. The parties agree that if the length of the school year for students is increased by Massachusetts Law to exceed 180 days, the parties will negotiate concerning the impact of that lawful increase.

Effective July 1, 2018:

- C. 1. The Committee and the Association recognize that a teacher's responsibility to his/her students and his/her profession generally entails the performance of duties and expenditure of time beyond the regular workday, but that time and work schedules should be established which are applicable to teachers in the normal course of their employment.
2. The parties agree that the length of the workday for the duration of this Agreement will be as follows:
 - a. The starting and dismissal times for students will be established by the Committee provided, however, that no change in the present schedule will increase the length of the teacher day.
 - b. The elementary and PECC workday shall begin 15 minutes before the doors open for students and shall end when a teacher's professional duties are completed. Said fifteen (15) minutes at the beginning of the workday shall be reserved as teacher preparation time with the exception that no more than ten (10) meetings per year per teacher may be scheduled at the discretion of the building principal during this time. For the 2018-2019 work year only, the number of meetings shall be no more than four (4) from March, 2019 through the end of the school year.
 - c. At the Intermediate/Middle Schools and the High Schools, the workday shall begin 15 minutes before the school day begins and end when a teacher's professional duties are completed. At the time the doors open for students, teachers shall already be in their assigned areas.
 - d. A teacher's professional duties are not considered complete until the students and buses have left the grounds, excluding students involved in after-school activities.

3. Teachers shall be available to assist in the opening and closing of school and shall be in a classroom and/or instructional area as approved by the building principal providing assistance to and/or supervision of students.
 4. Additionally, teachers in grades 6-12 shall be required to remain at work for no more than fifty (50) minutes at least one day per week for the sole purpose of aiding students. In the event that no students remain, the teacher shall not be required to remain more than 15 minutes. The teacher shall exercise his/her professional judgment in providing additional time to assist students after school.
 5. The development of an educationally sound schedule at each school in conformity with the above standards shall be a collaborative process and joint undertaking of the principal and teaching staff of said school, as designated by the Association, with input from the school council. Changes to schedules at the high school or middle school may occur following review by the schedule committees at both schools and agreement of the School Committee and the Association.
 6. The parties agree that students, parents and teachers benefit from timely, clear and accurate reporting of grades. To serve these ends the parties agree that Report Card Sub-Committees will meet as needed to consider potential revisions to report cards and grading systems. Recommendations from the Report Card Sub-Committee will be referred to the parties for prompt review and approval or referral back to the Sub-Committee for further examination.
- D. Teacher participation in extracurricular activities will be voluntary, and teachers will be compensated according to Appendix "A" of this Agreement. This does not preclude or inhibit any member of the staff from offering voluntary professional service.
- E. 1. Teacher-parent conferences will be scheduled at the request of the teacher, parent, and/or Principal representing other supportive personnel. Conference schedules will be mutually agreed upon by those concerned, giving first priority to the availability of the parent.
2. As currently practiced, two early release days will be scheduled for parent conferencing subsequent to the end of the first marking period for grades Kindergarten through grade eight.
- F. At the start of the school year, Building Principals will give a schedule of all required staff meetings to the staff in their respective buildings. Staff will be given a seven (7) day notice of any meeting date change. Teachers will be required to attend eighteen (18) staff meetings per year. In addition to those meetings there shall be four (4) periods which shall be used for professional learning community (PLC) meetings within the building/department and three (3) periods which shall be used for parent/community outreach. All teachers shall maintain accurate and up to date log books of all community outreach activities, which may include telephone and electronic communication with parents, teacher newsletters, teacher website posts/lesson planning posts with the purpose of reinforcing the District's Strategic Goal.

These meetings represent twenty-five (25) additional hours for all teachers, with no more than three (3) such meetings in any one (1) month. These staff meetings may be up to one (1) hour in duration, but by no means will extend the work day beyond eight (8) hours. It is recognized that in emergency situations or unusual situations, additional meetings may be required. If such unscheduled meetings without 48 hour notice occur, the President of the EAPC will be notified in advance

by the building principal and staff attendance at the meeting will be voluntary. The scheduling of meetings is not intended to be abused.

G. Evening Meetings: Teachers, except for PECC teachers, will be required to attend one evening function for the purposes of Open House. Attendance at other school evening functions is voluntary. However, teachers are encouraged on a reasonable basis and where appropriate to attend as many other of these functions as is possible.

H. All grade six (6) through twelve(12) student work on tests, quizzes, assignments, and grades will be recorded in the District's computerized grading system within ten (10) school days of the date it is received by the teacher. Projects and term papers will be given reasonable time for grading and recording beyond the ten (10) school days.

I. Teachers at the High Schools:

For the purposes of this section, academic subject teachers shall be defined as: teachers of English, Reading or Language Arts, Mathematics, Science, Civics and Government, Economics, History, Geography, Social Studies, Foreign Language, Business and Technology (except Vocational and Technical), and teachers of classes comprised of students with moderate and severe disabilities. To the extent possible an academic subject teacher's caseload shall not exceed one hundred and fifty (150) students per semester (excluding Advisories, for which there is a paid stipend). At any point when a conflict arises where a teacher's caseload may exceed the above mentioned caseload cap, the administrator and teacher will meet, discuss the conflicting conditions, and make a decision moving forward. If the teacher agrees and signs off with the Curriculum Coordinator and the Principal, the caseload may exceed one hundred and fifty (150) students. For all High School teachers, the number of preparations for distinct courses as defined by course title/level shall not exceed four (4) per semester. Should staff covered by this provision wish to exceed the maximum number of preparations per semester, they shall submit a written request to their Principal and Curriculum Coordinator, who shall have the sole discretion to approve said request.

J. On Opening Day, all employees shall be given three (3) hours of uninterrupted time in their classroom in order to prepare for the first day of student instruction.

K. There will be eight (8) district-wide half days scheduled during the school year. The content of four (4) of these district-wide half days will be directed by the Superintendent or his/her designee. The content of the remaining four (4) district-wide half days will be determined by teachers choosing among a variety of choices determined by both the Association and the Administration. Teachers will be required to sign up for their choice prior to the scheduled professional development session. Professional development sessions may include various topics including, but not limited to:

1. Independent/group projects in instruction or curriculum
2. Previewing new materials/texts
3. Reviewing/touring possible field trip sites
4. Visiting other schools
5. Technology workshops perhaps at BSU Moakley Center
6. Subject/Field improvement (nurse, specialists, etc.)
7. Subject specialists for seminar style workshops by subject
8. Interdisciplinary group planning

- 9. Multi-grade articulation on curriculum
- 10. Activities aligned with the Evaluation process

Effective July 1, 2019:

- K. There will be seven (7) district-wide half days scheduled during the school year. The content of four (4) of these district-wide half days will be directed by the Superintendent or his/her designee. The content of the remaining three (3) district-wide half days will be determined by teachers choosing among a variety of choices determined by both the Association and the Administration. Teachers will be required to sign up for their choice prior to the scheduled professional development session. Travel to a different building for half-day activities or any professional development activity may be required.

Effective July 1, 2018:

- L. The work year for academic coaches shall not extend beyond that which is required of teachers in Paragraph B.1. of Article VI of this Agreement. Academic coaches may be required to work no more than ten (10) days outside said work year. Additional days beyond the work year shall be paid at the academic coach's per diem rate and are to be scheduled by mutual agreement with his/her supervisor.

Academic coaches may work a different daily schedule than the regularly schedule teacher work day. However, they shall not be required to extend their total daily hours more than what is required in Article VI of this Agreement. The academic coaches shall be notified of their daily schedule within thirty (30) days of the first day of school.

The academic coaches may need to visit different schools to attend the up to twenty-five (25) staff meetings per year. They shall be given a schedule at the start of the school year of which school's meetings they are to attend. If there is to be a change in the published schedule, the academic coach will be given at least two weeks' notice.

Academic coaches assigned to more than one building shall be informed by their supervisor of which building's evening function they are to attend.

Effective July 1, 2019:

- M. A Professional Learning Community (PLC), referenced in subsection (F), is a group of teachers who meet during the school year to work collaboratively on a topic or theme. PLC Teams will schedule four meetings per year, each for a length of time equal to that of a faculty meeting. Each PLC team shall present its configuration and list of meetings and topics to the building administrator by October 1st for approval. Absent the presentation of such information, the building administrator shall determine PLC teams and topics/themes. Such meetings will be held on site at either the beginning or end of the school day for elementary school PLCs and at the end of the school day for middle and high school PLCs. PLC topic/themes for the year shall be created by a teacher team (grade level/departmental/ interdisciplinary) and relate to the district strategic plan goals. A PLC team configuration and/or topic previously submitted and approved may be amended if extenuating circumstances are present.

Potential topics/themes, related to the district strategic plan goals, include:

- Development and articulation of curriculum
- Creation of assessments to measure student learning
- Implementation of new instructional strategies, including the integrated use of technology
- Collaborative planning of lessons
- Discussion of student assessment data and plan for future learning experiences
- Expansion, refinement and building of new skills
- Sharing of ideas and resources
- Planning and organization of classroom research
- Solving classroom problems or addressing workplace challenges
- Examination and study of student learning with the goal of improving professional practice to maximize student success.
- Creation of Social Emotional Wellness lessons/activities for Advisory classes
- Creation of Service Learning and Civic Engagement opportunities for Advisory Classes
- Promotion of professional growth
- Research and discussion of differentiation – what it looks like in the classroom, and strategies for promoting/implementing
- Looking at student work and/or data to inform instruction and determine group and individual needs
- Booking study groups and/or professional reading related to school or district goals
- School Wellness Committee planning related to staff and student wellness initiatives

An adequate and sufficient record shall be kept for each PLC meeting including attendees, topic, discussion points, decisions/outcomes and next steps/ideas for next meeting. The form attached as APPENDIX C shall be used. PLC groups shall submit the four forms to the building administrator at the conclusion of the fourth meeting regarding their PLC meetings during that school year.

ARTICLE VII

PUPIL-TEACHER RATIOS

The School Committee and the Association recognize that class size is an important factor in a good education and will whenever possible, subject to space availability and all other educational considerations, insure that class size is most effective for both pupil and teacher. The Committee will endeavor to adhere to the design capacity in assigning students to laboratory stations, listening booths, or other work areas or stations. However, the final decision as to class size will be made by the School Committee in the best interest of all.

It is the mutual understanding of the parties that this does not require the Committee to build or to lease new buildings or classrooms, to assign staff so as to maintain any specific pupil/teacher ratio or maximum class size for any individual class, teacher, grade level, or school in the Plymouth School system.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend worthy civic functions, workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent and/or School Committee.
- B. Further, the Superintendent of Schools agrees to release at no loss of compensation two (2) members from the Association, one from the elementary level and one from the secondary level, for the Annual PCEA Leadership conference and M.T.A. Convention at no expense to the Committee. Selection will be made by the Executive Board of the Association. The Association agrees to reimburse the employer for the cost of all necessary substitute teachers who cover for approved member attendance at the above conference and/or convention.

- C. Professional Improvement

The School Department will reimburse certified teachers and nurses for eighty percent (80%) of the costs assessed by the provider, not including travel, room, board, books, and materials, of up to three (3) academic courses of up to four (4) semester hours each per fiscal year satisfactorily completed. In the event that a course is more than four (4) semester hours, the employer will reimburse the employee for eighty percent (80%) of the cost of only four (4) of those semester hours. The maximum amount of reimbursement an employee may receive per fiscal year to (July 1 through June 30) shall be one thousand two hundred fifty dollars (\$1,250.00).

The maximum amount of reimbursement money available per fiscal year to all bargaining unit members is three hundred thousand dollars (\$300,000.00).

All courses and degrees must be from an accredited institution designed to improve his/her performance in his/her particular assignment. Employees requesting reimbursement for a course must provide a statement describing how the course will improve his/her performance in his/her particular assignment or how it is beneficial to the school system as a whole. The request for reimbursement shall include the endorsement of the Department Head or Building Principal to which the applicant is assigned. Advance approval must be obtained from the Superintendent of Schools or his/her designee at the time the specific, actual course is identified by the bargaining unit member.

Substitutions for courses selected may be necessary due to changes by the college in its offerings. Such substitution must be directly related to the particular assignment or an approved degree requirement. Substitution must be approved by the Superintendent of Schools or his/her designee prior to the employee's taking said course.

- D. The Superintendent may recommend to the Committee that credit be granted for:
 - 1. Attendance at educational institutes, workshops, or similar programs specifically related to a teacher's field of work.
 - 2. Research or other special projects considered to be of unusual value toward the welfare of the students.
 - 3. Credit may be granted in the form of:

- 3.1 An advance in steps;
- 3.2 Professional credits beyond the Bachelor's or Master's degrees; or
- 3.3 A combination of both.

ARTICLE IX

TEACHER EMPLOYMENT

- A. Full credit for placement on the salary scale will be given for all previous satisfactory teaching experience from accredited institutions. Additional years of credit may be given at the discretion of the Superintendent of Schools.
- B. At the discretion of the Superintendent, credit for placement on the salary scale may be granted for:
 - 1. Full-time employment, if the duties performed or the skills acquired bear relation to the proposed assignment of a teacher.
 - 2. Unique preparation for teaching.
 - 3. Unusual services, experience, or recognition in the field of education, or multiple licensure requirements.
 - 4. Vocational teachers may be given up to one (1) year of credit for placement on the salary schedule for each two (2) years of relevant trade or field experience beyond their six (6) years in the trade required for certification.
- C. Any new employee desiring to receive credit on the salary scale pursuant to this Article must apply for said credit within sixty (60) days of the employee's initial date of employment (not hiring).
- D. Members of the Bargaining Unit, as a condition of continuing employment with the Plymouth Public Schools, shall obtain and keep on file in the Central Office personnel file, an appropriate and current certificate or license for the position held under applicable regulations promulgated by the Massachusetts Department of Education or other duly authorized licensing agency of the Commonwealth of Massachusetts.
- E. Employees who continuously fail to report to work without providing a reason acceptable to the Superintendent of Schools or his designee, or who are not on any authorized short or long-term leave of absence, must immediately submit a letter of resignation. If the employee fails to submit such a letter of resignation within a reasonable period of time, but in no case for a period of time longer than thirty (30) days, then he/she shall be deemed by the employer to have resigned.
- F. Upon the hiring of a new member of the bargaining unit, the Committee agrees to provide to the Association the name and contact information for the new member.

ARTICLE X

TEACHER ASSIGNMENT AND NON-TEACHING DUTIES

- A. Teachers will be notified in writing of their programs for the coming school year, including 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 one (1) week prior to the close of school.
- 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. All assignments will be in compliance with the regulations of the Department of Education.
- C. To the extent possible, assignment in the school will be done with mutual agreement of teacher and administrator.
- D. Teachers will not be required to perform the following duties:
 - 1. Collect money from students for non-educational purpose, including, but not limited to, lunches, milk, and pictures. Teachers may be required to collect and transmit money to be used primarily for educational purposes, under extreme circumstances.
 - 2. Drive pupils to activities which take place away from the school building. Teachers may do so voluntarily, however, with the advance written approval of their principal or immediate supervisor.
 - 3. At the intermediate/middle schools, as defined in Article VI, teachers will be assigned, on an equitable, as-needed basis, supervisory responsibilities by the building Principal in keeping with the following:

Sixth grade teachers will be assigned one supervisory responsibility per week not to exceed 20 minutes in length; said length, however, may be extended if said preparation time beyond that presently available during instruction in art, music, physical education and health is added to the sixth grade curriculum.
 - 4. In the elementary schools and PECC, qualified paraprofessional personnel will be assisted by the teachers in ensuring the orderly passage of children to and from the lunchroom and playground areas and classrooms during indoor recess. They will also help when requested by the principal in any area during an emergency or unusual circumstances.
 - 5. At the elementary schools, as defined in Article VI, teachers will not be required to perform non-professional assignments, including but not limited to, supervising playgrounds, except in an emergency or unusual circumstance.
 - 6. PECC teachers are not required to perform recess duty. However, if appropriate or necessary, teachers may attend recess.

ARTICLE XI

VACANCIES AND PROMOTIONS

- A. Whenever a vacancy occurs (including the establishment of a new position), in a professional position which the employer determines shall be filled by appointment, it will be adequately publicized by the employer by means of an email notice forwarded to all staff and the Association a minimum of ten (10) calendar days prior to the appointment being made.
- B. All qualified teachers will be given adequate opportunity to make application for such position. Any bargaining unit member who applies and who meets the written qualifications for the position shall be afforded an interview for such position unless he/she has been interviewed within the previous twelve months by the same program manager for the same position or a similar position. The employer agrees to give serious consideration to the professional background and attainment of all applicants, the length of time each has been in the school, and other relevant factors. In filling such vacancies, first consideration will be given to qualified teachers already employed by the Committee. Each teacher applicant, if employed by the Committee and not selected for the vacancy or promotion will, upon request, receive a written explanation from the Superintendent or his designee. In addition, if said teacher requests, he/she shall be afforded an opportunity to meet with the Superintendent and the appropriate supervisor to discuss the explanation.
- C. Nothing in this Agreement shall prevent the employer from making acting appointments until positions can be filled with permanent appointments, as provided in this Agreement. Time spent in such acting appointments shall not be used as an indication of superior qualifications for the position.
- D. In the event a newly hired or promoted employee resigns less than thirty (30) days prior to assuming his/her duties, an alternate applicant may be appointed by the Superintendent without re-posting the position.
- E. Members of the bargaining unit shall not be credited with any seniority during their first year of employment as members of the bargaining unit. However, any member of the bargaining unit who remains employed as a member of the bargaining unit beyond one (1) year of employment shall be credited with all seniority earned from his/her initial date of employment.

ARTICLE XII

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited. No teacher shall receive adverse comments from any observer in the presence of pupils.
- B. 1. Teachers will be given a copy of each formal evaluation report prepared by their evaluator(s) prior to the forwarding of the report to the Superintendent's Office. Teachers will have the opportunity to discuss the report with their evaluator(s) and/or Principal as prescribed by the Evaluation Instrument and prior to the forwarding of the report to the Superintendent's office. In case an evaluation indicates that a teacher's service has been rated needs improvement or unsatisfactory in any respect, the evaluator will offer specific written

recommendations for the improvement of the teacher; the teacher will be assisted in an effort to improve by his/her evaluator, and the teacher will cooperate in this assistance program. In such a case, a teacher may request an additional evaluation by another administrator designated by the Superintendent.

In cases where recommendations and/or suggestions for improvement have been made, the evaluator will also provide the teacher with a time frame for further evaluation of teacher progress in such specific areas. After such discussion, the teacher shall sign the report, but the teacher's signature does not necessarily indicate agreement with its contents. The teacher may request a delay of one (1) day prior to the signing and filing of such report.

2. Any adverse evaluation of a teacher's performance filed by the teacher's supervisor and/or Principal may be subject to grievance procedure herein set forth, but only on the grounds of bad faith and/or discrimination.
 3. Evaluators will be urged to provide comments to expand on any excellent ratings given to an employee.
- C.
1. Upon written request, each teacher shall have the right to review the contents of his personnel file. At the teacher's request a representative of the Association may accompany the teacher in such review. Facilities shall be available for the teacher to make photocopies at his expense, of such contents and records as concern his work or himself.
 2. A personnel file will be maintained by the Committee for each member of the bargaining unit in the office of the Central Administration. Any derogatory material shall be made immediately available to the member of the bargaining unit. Complaints or other material which reflect negatively upon a member of the bargaining unit, which by the determination of the Superintendent or his designee are to be placed in a personnel file, shall be brought to the attention of the bargaining unit member at the time such materials are being placed in the file. The bargaining unit member will sign such material only to signify that he/she has seen it.

A teacher shall have the right to answer in writing any complaints filed in his personnel file, and his answer shall be attached to the complaint and reviewed by the Superintendent of Schools. The failure of the Administration to respond, in writing, to the aforesaid teacher's answer and to place said response with the file copy of said answer shall not indicate agreement with the teacher's answer.
 3. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for delinquency of professional performance. However, such disciplining or reprimanding should be conducted in private. If a teacher is to be reprimanded or disciplined by a member of the administration above the level of principal, he is to be given 48 hours' notice in writing of such action, and shall have the right to have a member of the P.R. & R. Committee of the respective Association present.
- D. A teacher with non-professional teacher status to whom a recommendation has been made that he/she is to be dismissed or that his/her Contract is not to be renewed, shall be so notified in writing of the reasons for that recommendation. The decision of the Superintendent to dismiss or nonrenew a teacher with non-professional teacher status is not arbitrable except as to the question of whether or not the Superintendent adhered to the evaluation procedures of this Article prior to making that decision.
- E. No teacher will be disciplined or reprimanded without just cause.
- F. The Superintendent shall initially provide the training program for the evaluators to promote consistency and uniformity in the use of the new evaluation instrument.

- G. The School Committee recognizes its obligation with respect to collective bargaining concerning evaluations.
- H. Teachers shall be evaluated in accordance with the standards and procedures set forth in Appendix B.

The parties shall create an Evaluation Committee to review the language in Appendix B in light of amendments to the DESE evaluation regulations. The Evaluation Committee shall be composed of up to three (3) members designated by the Association and up to three (3) members designated by the School Committee. The Evaluation Committee shall complete its work no later than June 1, 2020 and shall present its recommendations to the parties' negotiating teams for their consideration. Absent mutual agreement, the status quo shall remain in effect unless its application shall be found to be contrary to existing law.

ARTICLE XIII

SICK LEAVE AND EMPLOYEE ATTENDANCE

- A. Teachers who are employed to begin work as of the first workday of a school year will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Teachers who are hired to begin work after the first workday of the school year shall receive a prorated number of days of sick leave depending on the date of hire. In cases of merit, the Committee may allow sick leave beyond the above limit. Sick leave days may be accumulated from year to year to a maximum of one hundred ninety (190) days. Teachers who have accumulated one hundred ninety (190) days prior to the start of a school year will receive fifteen (15) days of noncumulative annual sick leave.
- B. In addition to personal illness or injury, sick leave may be utilized for the following purposes:
 - 1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
 - 2. A maximum of seven (7) days per school year for a serious illness of a resident of the teacher's household or a member of the immediate family, which shall include the teacher's spouse, child, grandchild son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, or sibling. Should an individual not be covered by the above categories, a teacher may be granted sick leave under this provision at the discretion of the Superintendent or his/her designee.
- C. The parties to this agreement agree that consistent attendance of teachers is essential to providing education of the highest possible quality to the students. Therefore any excessive absenteeism or unusual pattern of absence by a teacher is contrary to that principle. Such excessive absenteeism or unusual pattern of absence on the part of a teacher may warrant an explicit explanation to the Superintendent of schools or his designee. The Superintendent or his designee may require a teacher to produce a medical certificate of disability from a regularly licensed and practicing physician when a teacher's use of sick leave is reasonably suspected of being excessive.

The Committee reserves the right to monitor employee attendance. The Superintendent, or his designee(s), may meet with, talk to, or otherwise communicate with teachers concerning their attendance. Teachers may, at their

- option, have an Association representative present as an observer at any such meeting. The Committee reserves any rights it may have under the law and this Agreement with respect to issues concerning employee attendance.
- D. Teachers may be requested to take sick leave when, in the opinion of the Principal, it is undesirable for physical reasons to carry on in the classroom.
 - E. Each teacher will be given an annual statement of his/her accumulated sick leave within four weeks after the beginning of the school year or with the first payroll check.
 - F. In the event that a teacher goes home sick during the course of a school day after having worked at least a half-day, the Principal may assign another teacher to cover the absent teacher's class without additional compensation provided that no deduction is made from the absent teacher's sick leave. It is agreed between parties to this Agreement that the first half (1/2) of a workday for teachers shall be from the beginning of the workday for teachers until the midpoint of the student day.
 - G. In cases of long-term absence due to illness or injury, the Superintendent may require periodic written medical statements from a licensed physician relative to the status of the health of the teacher.
 - H. Members of the bargaining unit are responsible for adherence to the Drug Free Workplace Policy of the Committee.
 - I. Members of the Bargaining Unit who elect and enroll in the Town of Plymouth Long Term Disability Insurance (LTD) plan may accumulate unused sick leave days to a maximum of one hundred eighty (180) days. If a member of the Bargaining Unit has more than this maximum accumulated number of days at the time he/she first enrolls in the LTD plan, the excess number of days beyond the maximum cited above shall be relinquished. Any days that were relinquished shall be restored if a subsequent decision by the member is made to decline participation in the LTD plan.
 - J. Sick leave benefits will not be allowed for an employee who is on any other kind of approved extended leave of absence.

ARTICLE XIV

SICK LEAVE BANK

- A. A sick leave bank for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness or injury, shall be maintained by an annual assessment of one-half (1/2) sick leave day from the entitlement of every individual covered by this Agreement.
- B. All sick leave assessments for the sick leave bank are made for the school years covered by this Agreement. If, at the end of each year no withdrawals have been made, all days shall revert to the credit of the individuals assessed. If any withdrawals have been made, the balance remaining at the end of each year will be canceled and cease to exist without any account being credited.
- C. Any grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed thirty (30) days. Upon the exhaustion of any grant, the employee shall apply to the sick leave bank committee for further sick leave.
- D. The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the School Committee to serve at its discretion, and two (2) members shall be designated by the

Association. The sick leave bank committee shall determine the eligibility for use of the bank and the amount of leave to be granted. The applicant for a grant of days from the sick leave bank shall send a copy of any medical documentation required by the sick leave bank committee to the office of the Superintendent of Schools.

- E. Payment of sick leave bank grants may be delayed pending the submission of such medical documentation to the Superintendent's office. All decisions of the sick leave bank committee shall be by majority vote. A tie vote shall constitute a denial of sick leave. The following criteria shall be used by the sick leave 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.
 - 3. Length of service in the school system.
 - 4. Leave days may not be withdrawn from the Sick Leave Bank which allow an individual unit member to stay at home to care for a member of the family.
- F. If the sick leave bank is exhausted, it shall be renewed by an assessment of one-half (1/2) additional day of sick leave by each member of the professional staff covered by this Agreement. Such additional one-half (1/2) day will be deducted from the employee's annual fifteen (15) days of sick leave. The sick leave bank committee shall determine the time when it becomes necessary to replenish the bank.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

- A. Teachers will be entitled to the following temporary leaves of absence, with pay, each school year:

1. Personal Business Leave

A teacher shall be granted one (1) day of paid leave to conduct personal business under the following conditions:

- a. It is recognized that absence of the regular teacher from the classroom interrupts the educational process and must, therefore, be kept to a minimum. It is understood that teachers will make every effort to attend to their personal business on non-teaching days and that requests for personal leave will be submitted only when every effort has been made to schedule personal business so as not to interfere with the teaching commitment. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the teacher during school hours and which cannot otherwise be scheduled.
- b. Application for personal business leave (except in the case of emergencies) will be made to the appropriate supervisor at least twenty-four (24) hours before taking such leave. Under no circumstances may a day be taken for the purpose of extending a school vacation or holiday.
- c. Unused personnel business leave may be accumulated from year to year to a maximum of three (3) days.

Effective upon contract ratification

- d. **Earned Leave.** Teachers who have taken no sick days in a school year will be credited with two (2) earned leave days in the following school year only, which may be used under the same conditions as above. Teachers who have taken one-half to two sick days in a school year will be credited with (1) earned leave day in the following school year only, which may be used under the same conditions as above.
2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, if the teacher is required by law to attend.
3. Time necessary without loss of pay for appearance in any court proceeding in which the teacher has been subpoenaed to testify as a witness, provided that the teacher is not a party (plaintiff or defendant) to the legal proceeding.
4. Time necessary to serve on jury duty. The salary paid by the Plymouth Public Schools during such absence for jury duty shall be the unit member's daily rate of pay less any monies paid by the involved County, State, or Federal court for such jury duty.
5. Up to five (5) days in the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling or other resident member of the immediate household. Teachers will be granted up to three (3) days at a time in the event of death of a teacher's grandfather, grandmother, brother-in-law, sister-in-law, uncle, aunt, niece, or nephew unless said relative is a member of the immediate household in which event the teacher will be entitled to the aforesaid five (5) days.
6. One full day with pay to attend the wedding of a member of the immediate family (son, daughter, ward, brother, sister, parent, legal guardian).
7. Under extenuating circumstances up to three (3) days may be granted for a teacher's own wedding when recommended by the Principal and approved by the Superintendent.
8. Two (2) days without loss of pay may be taken when established religious discipline makes it mandatory upon the teacher to be absent from school. However, if the teacher believes that a third day is necessary to fulfill his religious obligations, this third day may be taken with the provision that an amount equal to the daily compensation rate of a substitute teacher will be deducted from his salary on the payment following said absence.
9. One (1) day shall be granted to attend the graduation of a son or daughter or spouse, from a secondary or post-secondary school. This day may be taken by a member of the Bargaining Unit for the member's own graduation, provided the graduation occurs on a workday.
10. Upon the recommendation of the immediate supervisor or the building principal, and with approval of the Superintendent of Schools, teachers shall be granted a temporary leave of at least one day per school year for the purpose of visiting other schools or attending meetings or conferences of an educational nature. Requests for leave taken under this Section will be on an appropriate form provided by the Administration and must normally be submitted at least one (1) week in advance.
11. Additional temporary leaves of absence with pay may be granted by the School Department.

12. Up to ten (10) days for involuntary temporary active duty in any unit of the Armed Forces of which the unit member served at the commencement of the school year. Pay for such leave shall be the difference between the salary, exclusive of stipends, of the unit member under this Agreement for the period of such leave and the pay and allowance which the member receives from such active duty services as evidenced by pay vouchers submitted as a prerequisite for receipt of pay from the Plymouth Public Schools.

- B. Leaves taken pursuant to Section A above will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his own substitute.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

- A. The employer agrees that one (1) teacher designated by the Association will, upon request, be granted a leave of absence, without pay, for the purpose of engaging in Association (local, state, or national) activities. In the event a teacher is on leave of absence for the purpose of serving as President of the Education Association of Plymouth and Carver, the following additional provisions shall apply:
1. The employer will issue the President's regular paycheck on a bi-weekly basis consistent with all other employees.
 2. The EAPC will reimburse the employer on a quarterly basis during the course of the school year for the cost of the President's salary according to Appendix A of the Collective Bargaining Agreement.
 3. If the President is enrolled, the EAPC will reimburse the employer on a quarterly basis during the course of the school year for the cost of ten (10) months premium payments (excluding August and September following President's term) in the existing health and life insurance plan.
 4. Upon return from such leave, an employee 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.
- B. Military leave and other statutorily provided leaves shall be in an unpaid status, limited to the period provided in the law, and subject to the same benefits as all other unit members who are in an unpaid leave status: except those benefits provided specifically by the law. Requests for such leaves are to be provided the School Department by written notice. In the case of military leave, employees are to submit copies of military orders before the beginning of the leave which verify, if possible, the return date. Leaves granted under this section are to meet notification requirements listed in section I of this Article.
- C. A leave of absence, without pay, of up to two (2) school years will be granted to any teacher with professional teacher status 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 were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- D. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family. Such immediate family shall include the teacher's spouse, son, daughter, ward, brother,

sister, parent, or legal guardian. Additional leave may be granted at the discretion of the employer.

- E. Any eligible member of the Bargaining Unit whose personal illness extends beyond the period of compensation may be granted sick leave without pay for personal health reasons. Requests for such leave will be supported by appropriate medical evidence. As a condition of continuing approval, the member granted such leave will submit periodic medical reports. In no case will such time, both paid and unpaid, extend beyond a total of two (2) school years.
- F. If approved, unpaid Family and Medical Leave Act leave requested for personal illness or family health care under Federal Law shall be concurrent and coterminous with other extended leaves provided herein, and shall not be granted as added time.
- G. **Alternative Employment Leave.** Any teacher with professional teacher status who requests a leave of absence without pay for one (1) year for the purpose of exploring an alternative career or field of employment shall be granted a leave of absence for that purpose under the following conditions:
 - 1. Any such leave shall be requested under normal circumstances prior to April 1st of the year preceding the school year in which the leave is to take place.
 - 2. A teacher who is on an alternative employment leave may continue group Health and Life Insurance coverage during the period of said leave, as provided by the employer to members of the bargaining unit by reimbursing the employer for premium cost.
 - 3. All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and accrued seniority, 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.
 - 4. A second year of alternative employment leave may be granted at the discretion of the employer.
- H. Other extended leaves of absence without pay may be granted by the employer. Decisions by the employer concerning this section shall not be arbitrable.
- I. **Notification Requirements of this Article:**
 - 1. The teacher must notify the Superintendent in writing, on or before March 1st immediately prior to the expiration of the leave whether or not he/she intends to return to work at the start of the next school year. Should any teacher on leave under a particular provision of this Article fail to provide such notification, he/she shall be deemed to have terminated his/her employment.
 - 2. Teachers who request a second (2nd) leave year under a particular provision of this Article are to declare their intention to return or not return by March 1st if their request is disapproved.
- J. All benefits to which a teacher was entitled at the time 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.

ARTICLE XVII

CHILD-REARING/PARENTAL LEAVE

A. Short-Term Child-Rearing/Parental Leave:

1. Short-term child-rearing/parental leaves of absence will be provided to employees to the extent required by, and subject to the provisions of, applicable laws, including the Massachusetts Parental Leave Act (MPLA), MGL Chapter 149, Section 105D, and the Family Medical Leave Act (FMLA), 29 USC Section 2601 et seq. The MPLA provides, on conditions stated therein, for employees who have worked for at least three (3) consecutive months to be entitled to a leave of absence of up to eight (8) weeks for giving birth, adoption or foster placement of a child. The FMLA provides, on conditions stated herein, for employees who have been employed for at least twelve (12) months and have worked at least 1250 hours in the previous twelve (12) months to be entitled to a leave of absence of up to twelve (12) weeks for purpose of birth, adoption or foster placement of a child, provided that no portion of such twelve-week period has been used for other FMLA- eligible events in the same twelve (12) month period. MPLA and/or FMLA leaves concurrently with other leaves as applicable.
2. Said short term child-rearing/parental leave shall commence immediately upon the birth of the child(ren) or arrival in the home of the adoptive or foster child(ren), unless the employee is required to take time prior to the birth or placement, or unless the Superintendent, in his or her sole discretion, permits a short-term child-rearing/parental leave to commence at another time following the birth, adoption or placement of the child(ren). An employee shall provide the employer with at least two (2) weeks' notice of his/her intended date of departure and of his/her intention to return. Employees are urged to give earlier notification to provide the employer with additional time to secure a replacement.

B. Long-Term Child-Rearing/Parental Leave:

1. Upon conclusion of a short-term child-rearing/parental leave, an employee employed on active duty consecutively by the school district for at least one year prior to the beginning of the applicable leave period may be granted a long-term child-rearing/parental leave of absence without pay. Such leave shall commence immediately upon the conclusion of any short-term child-rearing/parental leave, unless the employee is required to take time prior to the birth, adoption or placement, or unless the Superintendent, in his sole discretion, permits a child-rearing/parental leave to commence at another time following birth, adoption or placement of the child(ren). Such combined short-term and long-term leave period shall impact no more than two consecutive school years, such that the period of combined leave shall end at the conclusion of the school year in which the combined leave begins, or at the end of the subsequent school year. An employee may request to return to work at a time other than a time that coincides with the beginning of a school year, if there is an available position, or one that become available, for which he or she is certified. An available position is defined to be one that is not being held by an employee under contract.
2. Such leave shall run concurrent with, and not in addition to, leave under applicable law.

3. A request for long-term child-rearing/parental leave must be submitted under ordinary circumstances in writing to the Superintendent of Schools at least eight (8) weeks before the requested anticipated date of departure, and the anticipated end date of such leave must be specified at such time. If the employee wishes to modify the anticipated end date originally provided, he or she must notify the Superintendent no later than March 1st preceding the end date of the originally anticipated leave period. The leave period shall not be modified if this deadline is not met.

C. Short-Term and Long-Term Child-Rearing/Parental Leave:

1. An employee may apply up to five (5) of his or her accumulated sick days to a period of child-rearing/parental leave. Such days must be taken (a) during the teacher work year and (b) immediately following the birth or arrival of the child in the home. This provision is to be construed separately from the provision of the second sentence in Article XIII(B)(2).
2. If the reason for child-rearing/parental leave no longer exists, the employee will be allowed to return to work.
3. If an employee fails to return from child-rearing/parental leave upon its conclusion, he or she shall be deemed to have resigned.
4. All benefits to which the employee was entitled at the time his/her leave of absence commenced, including but not limited to any unused accumulated sick leave, shall except as in otherwise provided herein, be restored to him/her upon his/her return. Upon his/her return, he/she shall be advanced to the next step on the salary schedule, provided he/she has taught at least ninety-one (91) days during the year in which his/her child-rearing leave commenced.
5. Upon return to duty following the conclusion of child-rearing/parental leave, an employee shall be returned to his/her previous position or a substantially equivalent position.

D. Both parents employed by Plymouth Public Schools

In cases where both parents are employed by the School District, such employees shall only be entitled to the maximum amount of leave herein in the aggregate.

E. Pregnancy and Childbirth

Disability of an employee causally related to pregnancy or childbirth shall be covered by sick leave provisions of this Agreement.

ARTICLE XVIII
SABBATICAL LEAVES

Upon approval by the Superintendent of Schools, sabbatical leaves may be granted for study, travel, or research to members of the teaching staff, subject to the following conditions:

- A. Requests for sabbatical leave must be received by the Superintendent of Schools in writing, in such form as may be required by the Superintendent of Schools, no later than February 1st, and action must be taken on all such requests no later than March

1st of the school year preceding the school year for which the sabbatical leave is requested.

- B. The teacher has served four (4) consecutive years in the system.
- C. No more than two percent (2%) of the professional staff shall be absent on sabbatical leave at any one time.
- D. Teachers on sabbatical leave may be paid at one hundred percent (100%) of their regular salary rate, provided that such pay when added to any program grant will not exceed the regular salary rate.
- E. The teacher will agree to return to employment in the School System for one (1) full year in the event of a semester's leave, or two (2) full years in the event of a full year's leave.
- 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 Plymouth Public School System, and he/she shall be returned to the same position which he/she held at the time said leave commenced, if it exists, or, if not, to a substantially equivalent position.
- G. When the sabbatical leave has been completed, the teacher shall submit a report of his/her research or study to the employer in such form as may be determined by the Superintendent.
- H. In passing on applications for sabbatical leave, the following criteria will be used:
 - a. Years of service, type of research or study planned, and the value of the research or study both to the applicants and to the school.

ARTICLE XIX

PROTECTION

- A. Teachers will immediately report in writing to the Principal for transmission to the Superintendent of Schools all cases of an affray, physical or verbal assault, battery, or abusive conduct suffered by them in connection with their employment.
- B. The Superintendent of Schools and/or the Committee, as appropriate, will comply with any reasonable request from the teacher for information in their possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.
- C. The Committee will continue to provide the indemnification for teachers provided by Chapter 258 of the General Laws of Massachusetts under the conditions set forth in that Section.
- D. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his employment, he will be paid his full salary for the period of such absence. This provision shall apply only to a teacher who is receiving Worker's Compensation benefits in accordance with MGL, Chapter 152, Section 69, for said injury. Said teacher will be paid his normal weekly salary provided that he first gives his weekly Worker's Compensation check, properly endorsed, to the Town of Plymouth. Said benefit shall cease upon the exhaustion of the employee's sick leave accumulation.

ARTICLE XX

INSURANCE AND ANNUITY PLAN

- A. 1. The employer will pay the following percentages of the cost of the type of insurance coverage listed below:
- a. Eighty percent (80%) term life insurance plan offered by the Town of Plymouth. Additional, optional life insurance is available within the group plan at the employee's expense.
 - b. For individual or family coverage of group health insurance provided by the Town of Plymouth for eligible employees, in accordance with the Public Employee Committee Agreement between the Town of Plymouth Public Employee Committee and the Town of Plymouth contribution rates shall be made as follows:

At the onset of the Agreement, the Committee shall continue to contribute 80% (eighty percent) of the premium cost, and the subscriber shall contribute 20% (twenty percent).

Effective July 1, 2016, the Committee shall contribute 77.5% (seventy-seven and a half percent) of the premium cost, and the subscriber shall contribute 22.5% (twenty-two and a half percent).

Effective June 30, 2018, the Committee shall contribute 75% (seventy-five percent) of the premium cost, and the subscriber shall contribute 25% (twenty-five percent).

The Committee agrees that the level of benefits shall be substantially equal to the level of benefits provided as of July 1, 1997.
 - c. Except to the extent required by law, the employer shall not be required to pay the premiums outlined above for those unit members who are on a non-paid leave of absence.
2. If an employee elects to enroll in the Town of Plymouth Long Term Disability Insurance Plan, he/she shall be subject to the Town's conditions.
- B. The employer and the Association agree to allow members of the bargaining unit to participate in the Town of Plymouth "Cafeteria Plan" established pursuant to Section 125 of the Internal Revenue Code.
- C. Unit members will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to appropriate Federal, State and local law.
- D. The parties agree to mutually bargain over the impact of any Federal or State legislation or further local benefits and options which can materially affect health care coverage as currently constituted.
- E. No changes will be made to health insurance benefits for active employees and/or future employees through the end of this collective bargaining agreement.

ARTICLE XXI

DEDUCTIONS

- A. The employer will continue to deduct from the salaries of their professional employees dues for the Education Association of Plymouth and Carver, the Massachusetts Teachers Association, and the National Education Association as said teachers individually and voluntarily authorize, in writing, the employer to deduct, and to transmit the monies promptly to such associations.
- B. Teachers will be eligible to participate in payroll deductions for direct deposit to banks and credit unions.
- C. The employer will make such other salary deductions as are agreeable both to the Association and the Committee.

ARTICLE XXII

GENERAL

- A. The employer will, upon request, provide the Association with any information which may be necessary in the preparation for or conduct of negotiations, or in the processing of grievances.
- B. The cost of printing this contract will be borne equally by the Association and the employer.
- C. This contract constitutes the Committee's and Association's policy for the term of said contract; and the Committee and the Association will carry out the commitments contained herein.
- D. No teacher or the Association shall participate in or cause any strike, work stoppage or other illegal activity, during the term of this Agreement. If the Association disclaims in writing to the Committee responsibility for any act prohibited hereby, it shall not be liable therefor.
- E. Each school will have, within a reasonable length of time, the following facilities:
 - 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 to be reserved for the use of the teachers as a faculty lounge. Said room will be in addition to the aforementioned teacher work area;
 - 4. A communication system so that teachers can communicate with the main building office from their classroom;
 - 5. A well-lighted and clean male teacher restroom, and a well-lighted and clean female teacher restroom; and
 - 6. A separate, private dining area reserved for the use of professional staff.

- F. Use of School Facilities:
1. The Association will have the right to use school buildings at reasonable times for meetings in accordance with Committee policy on the Use of School Facilities. The principal of the building in question will be notified in advance of the time and place of all such meetings.
 2. There will be one (1) bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying professional notices, circulars, and other Association material. Copies of all such material will be given to the building principal, but his advance approval will not be required.
- G. Every reasonable effort will be made by the Central Office Administration and building principals to secure a qualified substitute when a teacher is absent.
- H. Personnel covered by this Agreement who are required to travel in the course of their employment will be reimbursed at the current applicable rate of the Town.
- I. Recognizing that the best interest of the school system and the children for whom it has a responsibility will be served if the Association encourages and supports effective home-school relations, teachers will be encouraged and permitted to attend general meetings of home-school organizations (i.e., P.T.O., H.S.A.).
- J. This contract constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties. Failure by the Association and/or the employer in one or more instances to enforce any provision or provisions of this Agreement shall not be construed as a waiver of said provision or provisions.
- K. Any screening committee created by the School Committee for the purpose of hiring any administrator shall include Association representation.
- L. The use of school district electronic mail (e-mail) is an expectation of the Plymouth Public Schools to communicate between teachers, colleagues and administration. Electronic mail (e-mail) does not constitute written notice under any provision of this Agreement unless expressly permitted.
- M. All employees will complete and sign a CORI request form and submit to a CORI check at least every three (3) years as required by Massachusetts General Laws Chapter 385 of the Acts of 2002. Any and all personnel actions, resulting from information acquired from a CORI report shall be conducted in compliance with the Collective Bargaining Agreement as well as all State and Federal laws and all regulations promulgated under those laws.
- N. All employees will complete a fingerprint test, upon hiring, in accordance with M.G.L. c. 71, §38R and 42 U.S.C. §16962, and in accordance with all applicable state and federal rules and regulations, and in compliance with M.G.L. c. 6, §§ 167-168 and 803 CMR §§ 2.00, et. seq. Any and all personnel actions, resulting from information acquired from a fingerprint report shall be conducted in compliance with the Collective Bargaining Agreement.

ARTICLE XXIII

TRANSFERS

- A. Although the employer and the Association recognize that some transfer of teachers from one school to another may be unavoidable, they also recognize that frequent

transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance.

- B. In making transfers, the convenience and wishes of the individual teacher will be honored to the extent that these do not conflict with the best interests of the children and the school system.
- C. When involuntary transfers are necessary, the teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the school system will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred only to a comparable position. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent (or his designee) will meet with the Association's representatives to discuss the transfer.
- D. A list of open positions in other schools will be made available to all teachers being transferred, and all other factors being substantially equal, preference will be given in filling such positions on the basis of length of service in the school system.
- E. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances, not later than one (1) week prior to the close of school.
- F. Teachers desiring a transfer will submit a written request to the appropriate Assistant Superintendent stating the assignment requested. Such requests must be submitted prior to April 1st (effective July 1, 2019: March 1st) of the forthcoming school year. All transfer requests will be acknowledged in writing. All teachers filing a written request for transfer may see a list of vacancies as of June 1st of the forthcoming school year. As soon as practicable and under normal circumstances not later than one (1) week prior to the end of school, the Superintendent or designee will notify each teacher who has filed such statement of the action taken in regard to his request for transfer.
- G. Requests may be renewed in writing each year.
- H. Whenever open positions exist that may require the involuntary transfer of teachers, the employer will request that teachers volunteer to transfer to these positions. The employer will fill these positions from those qualified volunteers before initiating any involuntary transfers. It is recognized that the final decision of transfer or assignment must rest with the employer.
- I. Written requests and notifications may be made via electronic mail (Email).

ARTICLE XXIV

SENIORITY

- A. "Seniority" is defined as a teacher's continuous length of service, for his/her employing school district, in years, months and days in the bargaining unit from his/her initial date of employment (not hiring). Seniority is not transferable between school systems, between different bargaining units, or from other unaffiliated school department positions.
- B. 1. For purposes of computing seniority, time spent on the following types of leaves shall be included: paid Sabbatical Leave, a paid Leave of Absence granted by

the employer for any reason, Military Leave, leave granted to serve in the Peace Corps, or leave granted to serve as an exchange teacher or overseas teacher.

2. In the case of maternity or sick leave, seniority will accrue only for the paid portion of the leave.
 3. Time spent on any type of unpaid leave of absence other than those enumerated above shall not be included in the computation of seniority; however, any continuous service that has been accumulated prior to the commencement of any such unpaid leave shall not be lost.
- C. A list specifying the seniority of each member of the bargaining unit shall be prepared by the employer. An updated "Seniority List" shall be supplied annually on or before December 1st by the employer to the President of the EAPC.

ARTICLE XXV

REDUCTIONS IN STAFF

- A. In the event it becomes necessary to reduce the number of teachers, the Superintendent will take into consideration qualifications and length of service; and when all the factors that constitute qualification are relatively equal, length of service shall prevail.
- B. No teacher with professional teacher status shall be laid off if there is a teacher without such status for whose position the covered employee is currently certified or can become certified before the effective date of the layoff.
- C. The following provisions shall apply with respect to teachers with professional teacher status:
 1. The laid-off teacher or the teacher whose position is eliminated shall (1) be transferred to an open position for which he/she is certified or could become certified before the effective date of the layoff, or (2) he/she shall displace a teacher with less seniority as long as the more senior teacher (a) has the certification for the subject position or can become certified for the subject position before the effective date of layoff, and (b) is at least as qualified as the less senior teacher
 2. Qualifications shall be determined by considering indicators of job performance and the best interest of students.
 - a. Indicators of job performance shall be a teacher's overall summative performance evaluation ratings, including all summative evaluation ratings written for the time period equal to the tenure of the most recently hired teacher in the targeted discipline who possess professional teacher status. Ratings of Proficient and Exemplary shall be considered equal for purposes of this subsection. No evaluation ratings prior to the 2012-2013 school year shall be considered.
 - b. The best interests of the students shall be considered equal unless written discipline is on file regarding the teacher for conduct that jeopardized the safety or self-esteem of students in the course of the teacher's professional duties. No other factors shall be considered.
 3. If there is a tie in qualifications using the above criteria, preference for retention or recall shall be given to the teacher who has the greater seniority. If there is still a tie, preference shall be given to the teacher who has achieved the

highest level of training as reflected by the teacher's column placement on the Teacher's Salary Schedule. If two or more teachers have identical seniority and salary column placement, then preference for retention or recall shall be given to the teacher who has the highest amount of graduate courses or credits on file as of March 1st.

4. If two or more teachers have identical qualifications and seniority, identical salary column placement, and equal graduate credit, then a lottery will be used to determine the seniority of such teachers.
- D. Teachers with professional teacher status who are affected by a reduction in staff must be notified in writing no later than 30 (thirty) school days before the student school year ends. Teachers with non-professional teacher status who are affected by a reduction in staff must be notified in writing no later than that date allowed by Massachusetts General Law. Said notice shall include the specific reasons for the layoff. Teachers who have been laid off shall be entitled to recall rights for a period of time equal to the length of continuous service on the effective date of their respective layoffs, but under no circumstances more than two (2) years. During the recall period, teachers shall be notified by certified mail to their last address of record and given preference for positions as they develop in the inverse order of their respective layoff, and all benefits to which a teacher was entitled at the time of layoff shall be restored in full upon reemployment within the recall period. For all recall opportunities, qualified teachers with professional teacher status shall have recall rights over qualified teachers with non-professional teacher status.
- E. During the recall period, teachers who have been laid off shall be given every consideration for substitute work, if they so desire. If permitted by M.G.L., Chapter 32B, laid-off employees may continue group Health and Life Insurance coverage during the recall period as provided by the employer to members of the bargaining unit by reimbursing the employer for premium cost. Failure to forward premium payments to the employer or refusal to return to employment upon recall will terminate this option. While members of the bargaining unit continue on layoff, the employer agrees not to hire any new teachers unless:
1. No teacher on layoff is qualified to fill a position, nor could become qualified prior to the date the position must be filled; and,
 2. All qualified teachers on layoff declined an offer to fill the vacancy.

ARTICLE XXVI

AGENCY FEE

The employer agrees to require, as a condition of employment, that all employees covered by this Contract, except those employees certified as members to the employer by the Association, pay annually or by dues deduction to the Association, as of the 30th day subsequent to the effective date of this Agreement, or 30 days subsequent to the execution of this Agreement, whichever is later, an Agency Service Fee. Said fee will be certified annually to the employer by the Association. Said amount shall be in compliance with M.G.L. Chapter 150E and all other Agency Fee statutes and regulations. The Association shall save the employer harmless against any claim that may arise out of action taken or not taken by the employer and/or the Association for the purpose of complying with this Article.

ARTICLE XXVII

PART-TIME EMPLOYEE BENEFITS

All employees who work part-time and who are entitled to any of the benefits of this Agreement shall have those benefits prorated.

ARTICLE XXVIII

TECHNICAL STUDIES PERSONNEL

The following conditions shall apply to all instructors who are required to be approved under M.G.L. Chapter 74 by the Department of Occupational Education and who are employed by the employer as a technical studies instructor engaged in the instruction in the technical occupational shops and shop-related classes. Such employees hereafter are referred to as "instructors".

- A. All instructors must be approved pursuant to the regulations of the Massachusetts Department of Education. Any instructor who may be provisionally approved must, as a condition of continued employment, become fully approved pursuant to the Regulations of the Massachusetts Department of Education.
- B. All instructors must have a minimum of six (6) years of full-time work experience in their field.

Vocational teachers may be given up to one (1) year of credit for placement on the salary schedule for each two (2) years of relevant trade or field experience beyond their six (6) years in the trade required for approval.
- C. All instructors must, as a condition of continued employment, maintain approval according to the regulations of the Massachusetts Department of Occupational Education pursuant to Chapter 74 of the Massachusetts General Laws.
- D. Horizontal advancement to new columns on the salary schedule is predicated upon additional credits earned beyond the initial credits required for full Massachusetts Department of Occupational Education approval.
 - 1. A technical studies instructor who is fully approved shall be paid on the Bachelor's column of the Salary Schedule. TSP1
 - 2. A technical studies instructor who holds full approval plus fifteen (15) credits shall be paid on the Bachelor's plus fifteen (15) column of the Salary Schedule. TSP2
 - 3. A technical studies instructor who holds full approval plus thirty (30) credits shall be paid on the Master's column of the Salary Schedule. TSP3
 - 4. A technical studies instructor who holds full approval plus forty-five (45) credits shall be paid on the Master's plus fifteen (15) column of the Salary Schedule. TSP4
 - 5. A technical studies instructor who holds full approval plus one-hundred twenty (120) credits (effective July 1, 2019: one-hundred (100) credits) or a Bachelor's degree shall be paid on the Master's plus thirty (30) column of the Salary Schedule. TSP 5
 - 6. A technical studies instructor who holds full approval plus one-hundred thirty-five credits (effective July 1, 2019: one-hundred fifteen (115) credits) or a Bachelor's

plus fifteen (15) degree shall be paid on the Master's plus forty-five (45) column on the Salary Schedule. TSP6

7. A technical studies instructor who holds full approval plus one-hundred and fifty (150) credits (effective July 1, 2019: one-hundred thirty (130) credits or a Bachelor's plus thirty (30) degree shall be paid on the Master's plus sixty (60) column on the Salary Schedule. TSP7

E. Credits toward horizontal advancement beyond the Bachelor's column on the Salary Schedule may be earned in two ways:

1. All academic credits must be earned toward the acquisition of a Bachelor's degree or an Associate's degree in vocational education or a field of study directly related to the instructor's area of approval from an accredited college or university.
2. Up to three (3) credits per academic year (September through August) may be earned by previously approved work experience. Credit for relevant summer or vacation field experience may be approved, in writing, by the Superintendent by October 1st for horizontal column advancement according to the following criterion: eighty (80) continuous work hours will equal one (1) credit as approved by the Director of Technical Studies.

No more than three (3) of these credits may be used toward column advancement per academic year (September through August). Work experience for approval pursuant to the Regulations of Chapter 74 of the Massachusetts General Laws, will not be applicable toward horizontal column movement.

F. Salary adjustments are analogous to the conditions and timelines established in Appendix A, Sections B, C, D, and E.

G. Related teachers will teach six (6) periods per day and will have one (1) preparation period per day. Shop teachers will be in their work area except during their daily preparation period.

H. The Technical Studies Salary Schedule is intended for instructors who are regularly assigned to teach in the Technical Studies Program. If an academic teacher secures vocational approval and is assigned to teach more than twenty percent (20%) of his/her time in a Chapter 74 defined Technical Studies shop or shop-related program, he/she will be paid according to the Technical Studies Salary Schedule.

I. In addition to the one (1) Open House function per year stated in Article VI, Section G, Technical Studies Teachers may be required to attend up to three (3) additional meetings per school year solely for the purposes of the two (2) Advisory Meetings required by MGL Ch. 74 § 6 and for the purposes of attending Texpo. Teachers will be paid their hourly tutorial rate for attendance at the two (2) Advisory Meetings and Texpo.

ARTICLE XXIX

NONDISCRIMINATION

There will be no reprisals of any kind taken against any unit member by reason of her/his membership in the Association or participation in its lawful activities.

The employer and the Association agree to continue their policy of nondiscrimination in compliance with all State and Federal laws as well as all regulations promulgated under those laws.

ARTICLE XXX

HEALTH AND SAFETY

The Committee and the Association are committed to maintaining a safe and healthful workplace. Employees who identify health and safety issues should bring them to the attention of their building principal. If the issue remains unresolved after a reasonable period of time, it should be referred to the Superintendent, who will respond in writing within fourteen (14) days. If the employee is still not satisfied, the matter may be brought to the attention of the School Committee. The School Committee or its designee will respond in writing.

ARTICLE XXXI

RECERTIFICATION OF EDUCATORS

Massachusetts General Laws, Chapter seventy-one, Section thirty-eight G requires that educators, as defined therein, be certified and/or recertified as described therein. All standard certified educators are required to establish every five (5) years an Individual Professional Development Plan (IPDP) and to certify to the Massachusetts Department of Education successful completion of the IPDP. The following provisions relate to this process and to that law:

- A. The Principal or other appropriate supervisor, who shall be referred to as the IPDP supervisor, selected by the Superintendent of Schools or his designee, shall be responsible for approving the IPDP of each member of the bargaining unit. Any bargaining unit member whose IPDP supervisor is not a Principal shall be notified by the Superintendent of Schools or his designee with respect to who shall serve as the member's IPDP supervisor. In addition, any bargaining unit member who is responsible to more than one Principal, shall be notified by the Superintendent of Schools or his designee with respect to which Principal shall serve as the member's IPDP supervisor.
- B. The educator's IPDP will be submitted on a form agreed to between the Association and the Employer.
- C. Copies of the current educational goals of the Plymouth School System and the current educational goals of the educator's school together with the relevant School Improvement Plan will be available in the Principal's office of each school.
- D. Each educator will determine which of her/his school and/or Plymouth School System goals she/he will address in her/his IPDP. Each educator will submit her/his IPDP to her/his IPDP supervisor for approval. Approval/disapproval will be based upon the reasons set forth in the regulations.

The IPDP supervisor may require an IPDP to be amended or may withdraw approval for a plan that had been previously approved. Such amendment or withdrawal of approval shall be pursuant to 603 CMR 44:04.

- E. An educator on a leave of absence shall be granted three (3) months from the date of return to active employment to obtain initial approval of her/his IPDP.

- F. This Article is subject to the Massachusetts Department of Education Regulations – 603 CMR 44:00, et seq., dated October 26, 1999. If these regulations are amended, the Association and the Committee will negotiate concerning any such amendments.

ARTICLE XXXII

RETIREMENT DATES

All teachers are advised to retire only at the end of the first half of a school year or at the conclusion of a school year. Teachers are encouraged to provide a notice of retirement prior to the start of the school year during, or after, which they intend to retire.

ARTICLE XXXIII

TITLE I EMPLOYEES

- A. For the purposes of the collective bargaining agreement, the term “Chapter I Teacher” is interchangeable with the term “Title I Teacher”. The schedule of each such part-time Title I teaching position, in the sole discretion of the employer, shall be based on the needs of students eligible for Title I services, and such hours to include pro-rated preparation time, the time and days of which shall be determined by the employer. The specific times of day, and days per week, for each such position, shall be determined by the employer in relation to student needs. Each position is a yearly appointment.
- B. The duties of Title I Teachers shall be assigned by the employer, and shall be consistent with applicable state and federal Title I grant requirements and NCLB requirements. Such duties shall primarily involve determining eligibility, tutoring, academic support and remediation for eligible students in mathematics and English Language Arts.
- C. The work year for such positions shall be no less than 165 days.

Effective July 1, 2019, the work year for such positions shall be no less than 167 days. The School District will make reasonable efforts to schedule such days as consecutive. The first day of the work year for Title I employees will be scheduled on or before the ninth day of school.

D. **SALARY**

The salaries for such positions shall be in accordance with the teacher salary schedule of the collective bargaining agreement and shall be prorated in accordance with the portion of the teacher work year for such position. Title I Teachers may progress on the teachers’ schedule up to and including step 5 (effective July 1, 2019: step 4).

Effective July 1, 2018 FY19

19.50 hours per week							
	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Steps 1 - 5	BA	BA + 15	MAS	Mas + 15	Mas + 30	Mas + 45	Mas + 60
1	\$23,838	\$24,588	\$25,335	\$26,067	\$26,816	\$27,564	\$28,391
2	\$25,041	\$25,790	\$26,730	\$27,481	\$28,311	\$29,143	\$30,018
3	\$26,240	\$26,982	\$28,140	\$28,887	\$29,822	\$30,757	\$31,678
4	\$27,433	\$28,182	\$29,551	\$30,300	\$31,317	\$32,332	\$33,302
5	\$28,632	\$29,387	\$30,960	\$31,709	\$32,808	\$33,909	\$34,926

Effective July 1, 2019 FY20

19.50 hours per week							
Work Year – 167 Days							
Steps 1 - 4	BA	BA + 15	MAS	Mas + 15	Mas + 30	Mas + 45	Mas + 60
1	\$25,851	\$26,625	\$27,596	\$28,370	\$29,228	\$30,087	\$30,989
2	\$27,089	\$27,855	\$29,050	\$29,822	\$30,786	\$31,753	\$32,704
3	\$28,321	\$29,094	\$30,508	\$31,281	\$32,330	\$33,379	\$34,380
4	\$29,559	\$30,338	\$31,962	\$32,735	\$33,870	\$35,006	\$36,057

Effective July 1, 2020 FY21

19.50 hours per week							
Work Year - 167 Days							
Steps 1 - 4	BA	BA + 15	MAS	Mas + 15	Mas + 30	Mas + 45	Mas + 60
1	\$26,368	\$27,157	\$28,148	\$28,937	\$29,813	\$30,688	\$31,609
2	\$27,631	\$28,412	\$29,631	\$30,418	\$31,402	\$32,388	\$33,358
3	\$28,887	\$29,676	\$31,118	\$31,906	\$32,977	\$34,046	\$35,067
4	\$30,150	\$30,944	\$32,601	\$33,390	\$34,547	\$35,706	\$36,778

E. ASSIGNMENTS AND RESPONSIBILITIES

1. The Title I Teacher will be notified of his/her assignment and schedule within thirty (30) days of the first day of school. Schedule shifts may begin and/or end outside of the regularly scheduled teacher workday. The Employer will make reasonable efforts to refrain from making changes once the schedule is set, provided however, that student needs may require adjustments to established staffing schedules.
2. Employees may be required to attend one (1) in-service day, or portion thereof, and one (1) grade level meeting or staff meeting per month in addition to their regularly schedule hours, for which they will be paid the hourly tutoring rate listed in Appendix A of the Collective Bargaining Agreement between the parties. Employees may be required to attend two (2) parent events per month, in addition to their regularly scheduled hours, for which they will be paid the hourly tutoring rate listed in the Appendix A of the Collective Bargaining Agreement between the two parties.
2. (Effective July 1, 2019, paragraph E.2. above is replaced in its entirety by this:) Included in the 167-day work year of Title I Teachers is attendance at one of the two school district's full-day professional development activities (one full professional development day or opening day activities), such date of attendance to be selected by the Title I Teacher. Employees may be required to attend two (2) parent events per month, in addition to their regularly scheduled hours, for which they will be paid the hourly tutoring rate listed in Appendix A of the Collective Bargaining Agreement between the two parties.

- F. Title I employees will be entitled to all the benefits stated in the Agreement, with the exception of the following benefits.
1. Article VI (A)(1): Title I Teachers shall not have a lunch period in any day in which they work fewer than four (4) hours exclusive of preparation time.
 2. Article XIV: Although they are entitled to accrue sick leave on a pro-rated basis, Title I Teachers shall not contribute sick days to the sick leave bank, nor shall they be eligible to withdraw from the sick leave bank.
 3. Article XVI (D), (E), (G), (H): Title I Teachers shall not be eligible for extended leaves of absence under these articles.
 4. Article XVII: The maternity leave provision set forth in Article XVII shall not apply to part-time Title I Teachers. Part-time Title I Teachers shall be entitled to up to eight weeks unpaid parental leave immediately following childbirth or adoption. Available sick days may be applied to any portion of such parental leave during which the teacher is unable to work for medical reasons. Nothing herein shall supersede any employee rights available to them through M.G.L.c.149. § 105D or through the Family Medical Leave Act.
 5. Article XVIII: Sabbatical leaves shall not be available to Title I Teachers.
- G. The Title I Teachers' benefits will be pro-rated in accordance with Article XXVII of the agreement.
- H. Notwithstanding the provision of Article XXIV and XXV, in the event a reduction in Title I teaching staff is necessary, the reduction will take place in accordance with


seniority accrued in such positions. Displaced Title I Teachers shall have no right under applicable law to displace any employees out of any other bargaining unit or group under this Collective Bargaining Agreement.

ARTICLE XXXIV

DURATION

The provisions of this contract will be effective as of July 1, 2018 and will continue through June 30, 2021.

IN WITNESS HEREOF, the duly authorized representatives of the Parties hereby affirm their agreement.



Dr. Gary E. Maestas
Superintendent of Schools
For the Plymouth School Committee



Thomas Pinto
President, EAPC
For the Association

4-30-2019

Date

4-29-19

Date

APPENDIX A

I A. FY19 Salary Schedule – will have a 2% increase across all steps and lanes effective 7/1/2018

FY-19 Staffing EAPC Teachers

Year 1

Salary Schedule For Pre-K - 12 Certified Teachers

2018 - 2019

Steps 1 - 12	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
	<i>BA</i>	<i>BA + 15</i>	<i>MAS</i>	<i>Mas + 15</i>	<i>Mas + 30</i>	<i>Mas + 45</i>	<i>Mas + 60</i>
<i>Step</i>	<i>TSP1</i>	<i>TSP2</i>	<i>TSP3</i>	<i>TSP4</i>	<i>TSP5</i>	<i>TSP6</i>	<i>TSP7</i>
1	\$43,823	\$45,202	\$46,574	\$47,922	\$49,298	\$50,674	\$52,193
2	\$46,035	\$47,412	\$49,141	\$50,520	\$52,048	\$53,577	\$55,184
3	\$48,239	\$49,603	\$51,731	\$53,105	\$54,823	\$56,544	\$58,237
4	\$50,432	\$51,809	\$54,327	\$55,703	\$57,572	\$59,439	\$61,222
5	\$52,637	\$54,024	\$56,916	\$58,293	\$60,314	\$62,337	\$64,208
6	\$55,116	\$56,219	\$59,518	\$60,886	\$63,071	\$65,255	\$67,212
7	\$57,319	\$58,424	\$62,104	\$63,484	\$65,825	\$68,166	\$70,210
8	\$59,386	\$60,755	\$64,804	\$66,181	\$68,719	\$71,261	\$73,398
9	\$61,725	\$63,122	\$67,577	\$68,982	\$71,682	\$74,381	\$76,613
10	\$64,568	\$65,944	\$70,403	\$71,805	\$75,044	\$78,282	\$80,631
11	\$67,685	\$69,085	\$73,590	\$74,962	\$78,808	\$82,653	\$85,132
12	\$73,348	\$74,746	\$79,391	\$80,818	\$84,762	\$88,708	\$91,371

I B. FY20 Salary Schedule – will have a 2% increase across all steps and lanes effective 7/1/2019

Year 2

FY-20 Staffing EAPC Teachers Salary Schedule For Pre-K - 12 Certified Teachers

2019 - 2020

Steps 1 -11	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
	<i>BA</i>	<i>BA + 15</i>	<i>MAS</i>	<i>Mas + 15</i>	<i>Mas + 30</i>	<i>Mas + 45</i>	<i>Mas + 60</i>
<i>Step</i>	<i>TSP1</i>	<i>TSP2</i>	<i>TSP3</i>	<i>TSP4</i>	<i>TSP5</i>	<i>TSP6</i>	<i>TSP7</i>
1	\$46,956	\$48,360	\$50,124	\$51,530	\$53,089	\$54,649	\$56,288
2	\$49,204	\$50,595	\$52,766	\$54,167	\$55,919	\$57,675	\$59,402
3	\$51,441	\$52,845	\$55,414	\$56,817	\$58,723	\$60,628	\$62,446
4	\$53,690	\$55,104	\$58,054	\$59,459	\$61,520	\$63,584	\$65,492
5	\$56,218	\$57,343	\$60,708	\$62,104	\$64,332	\$66,560	\$68,556
6	\$58,465	\$59,592	\$63,346	\$64,754	\$67,142	\$69,529	\$71,614
7	\$60,574	\$61,970	\$66,100	\$67,505	\$70,093	\$72,686	\$74,866
8	\$62,960	\$64,384	\$68,929	\$70,362	\$73,116	\$75,869	\$78,145
9	\$65,859	\$67,263	\$71,811	\$73,241	\$76,545	\$79,848	\$82,244
10	\$69,039	\$70,467	\$75,062	\$76,461	\$80,384	\$84,306	\$86,835
11	\$74,815	\$76,241	\$80,979	\$82,434	\$86,457	\$90,482	\$93,198

I C. FY21 Salary Schedule – will have a 2% increase across all steps and lanes effective 7/1/2020

Year 3

**FY-21 Staffing EAPC Teachers
Salary Schedule For Pre-K - 12
Certified Teachers**

2020 - 2021

Steps 1 -11	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Step	BA	BA + 15	MAS	Mas + 15	Mas + 30	Mas + 45	Mas + 60
	TSP1	TSP2	TSP3	TSP4	TSP5	TSP6	TSP7
1	\$47,895	\$49,327	\$51,126	\$52,561	\$54,151	\$55,742	\$57,413
2	\$50,188	\$51,607	\$53,821	\$55,250	\$57,038	\$58,828	\$60,590
3	\$52,469	\$53,902	\$56,522	\$57,953	\$59,898	\$61,840	\$63,695
4	\$54,764	\$56,207	\$59,215	\$60,648	\$62,751	\$64,855	\$66,802
5	\$57,343	\$58,490	\$61,923	\$63,346	\$65,619	\$67,891	\$69,927
6	\$59,635	\$60,784	\$64,613	\$66,049	\$68,484	\$70,920	\$73,046
7	\$61,785	\$63,210	\$67,422	\$68,855	\$71,495	\$74,140	\$76,363
8	\$64,219	\$65,672	\$70,307	\$71,769	\$74,578	\$77,386	\$79,708
9	\$67,177	\$68,608	\$73,247	\$74,706	\$78,076	\$81,445	\$83,888
10	\$70,419	\$71,876	\$76,563	\$77,990	\$81,992	\$85,992	\$88,571
11	\$76,311	\$77,766	\$82,598	\$84,083	\$88,186	\$92,292	\$95,062

*TSP = Technical Studies Personnel

If another bargaining unit in the Town of Plymouth receives salary and/or wage increases greater than six percent (6.0%) over the next three years then the Committee agrees to enter into negotiations with the EAPC for the purposes of negotiating salary increases. This provision will survive execution of the Collective Bargaining Agreement.

II. Doctoral, CAGS and Double Masters Stipends

Teachers who have received an earned doctorate from an accredited institution will be granted a \$2,500.00 (two thousand five hundred dollar) stipend beyond their placement on the above salary schedule. The following provisions are understood to accompany qualifications for the doctoral stipend:

- A. The earned doctorate must be in an appropriate subject area related to the job responsibilities of the teacher.
- B. The earned doctorate must have been granted by a university accredited by one of the six (6) United States Regional Accreditation Associations of Schools and Colleges:
 - New England Association
 - Middle States Association
 - North-Central Association
 - Northwest Association
 - Southern Association
 - Western Association
- C. Doctorates earned from foreign universities must have similar accreditation stature as that mentioned in item B above.

- D. Teachers earning a salary of M+45/CAGS (TSP6), or meeting the requirements to do so as of the end of the 2009-2012 Collective Bargaining Agreement (June 30, 2012) due to the attainment of a Certificate of Advanced Graduate Study (hereinafter "CAGS"), will, upon meeting the provisions set forth in Appendix A §III ¶ C, move to the M+60/CAGS (TSP7) column or accept a yearly stipend of \$2,000.00 per year. If the choice is to take the stipend, their placement on the salary scale would stay at MA+45 until the teacher earns the appropriate credits to move to the M+60 column. Those employees placed on the M+60/CAGS lane on or before June 30, 2012 shall be "grandfathered" and continue to remain eligible for that salary lane for the duration of their employment in the District.
- E. There shall be a stipend of \$2,000.00 per year for those who have earned a CAGS on or after July 1, 2012.
- F. The CAGS stipend will have the same provisions as the Doctoral Stipend in Appendix A § II with one additional qualification. Any CAGS earned, will have the requirement of being awarded through a program which included at least thirty (30) credits.
- G. Employees shall have earned sixty (60) credits beyond the Master's degree AND attained a CAGS to be eligible for both the M+60 (TSP7) salary lane and the \$2,000.00 CAGS Stipend.
- H. All reference to "CAGS" will be removed from the M+45 (TSP6) and M+60 (TSP7) salary columns in the Appendix A salary tables of the Successor Agreement.
- I. (Effective July 1, 2019) There shall be a stipend of \$2,000.00 (two-thousand) per year for a teacher possessing two master degrees (or equivalent, e.g. Ed.S.Degree) provided that (a) the program is applicable to the teacher's assignment and content area, (b) the program is approved in advance by the Superintendent, and (c) the degree is granted by a university accredited by one of the Regional Accreditation Associations listed in paragraph B above.

III. Salary Provisions

The School Committee agrees to include in its budget requests for each year of the Agreement, sufficient monies to fully fund the economic provisions of this Agreement, and submit such budget requests to the appropriate Town Meeting in Plymouth for funding. In the event that the submitted budget is not fully funded in any year of the Agreement, the parties to this Agreement agree to negotiate over the impact of that failure to fully fund. Following these negotiations, if the School Committee determines that it cannot fully honor the general wage increase of this Agreement, the parties will reopen the entire Agreement for negotiations for the year in which the budget was not fully funded. The following provisions are understood to accompany this salary schedule:

- A. Increments and salary adjustments are not to be considered automatic; they shall be reviewed annually and approved by the Superintendent. Among the factors to be considered by the Superintendent in making his decision shall be the attendance record of the employee. Any employee whose increment or salary adjustment is to be withheld shall be advised of such decision, in writing, on or before May 15th of the prior work year.

If the recommendation to withhold an increment or salary adjustment is approved by the Superintendent of Schools, the employee shall be entitled to have the

decision to withhold an increment or salary adjustment reviewed by the Superintendent prior to the close of the work year in which the notice was given. If the increment or salary adjustment is withheld, a decision whether to reinstate one-half (1/2) of the increment or salary adjustment will be made by January 31st of the year in which it is withheld. A similar decision regarding reinstating the second one-half (1/2) of the increment or salary adjustment will be made prior to the close of school during the work year in which the increment or salary adjustment is withheld. The employer agrees that increments and/or salary adjustments shall not be unreasonably withheld.

- B. All teachers will be on proper step, subject to (A) above and, if applicable, subject to Article XXVIII.
- C. In order to be placed on a new salary column, a teacher must submit to the School Department by September 15th a request for such placement. There are two opportunities during the school year for salary column changes. Provided official transcripts detailing credits for said move are submitted by September 30th the salary column change will be effective back to the first day of school. During the remainder of the school year, one additional salary column change will be allowed, and will become effective as of January 1st of that school year, provided the teacher had submitted their request by September 15th as notice to the district and official transcripts detailing credits for said move are submitted by February 1st of said school year.
- D. Any teacher who completes the requirement for a Masters Degree during the summer session and who successfully completes additional graduate courses approved by the Superintendent during the previous spring semester or during said summer session, shall be able to apply those additional credits, pursuant to the aforementioned graduate courses, toward lateral movement beyond the Masters level on the salary schedule, provided that such additional courses do not constitute part of the requirements of the teacher's Masters Degree.

The parties agree that analogous conditions shall exist for a teacher who completes all the requirements for a Masters Degree during any spring semester or during any fall semester. In any event, no graduate credits will be applicable toward lateral movement beyond the Masters Degree Column on the salary schedule for courses taken more than one term prior to the term during which the Masters Degree is awarded.

E. Salaries:

Effective July 1, 2019, all employees shall receive their pay by direct deposit and receive all payroll notifications electronically.

Teachers may be paid in twenty-two (22) or twenty-six (26) bi-weekly installments during the work year. The Administration shall distribute a form to each teacher prior to the close of school in June requesting each teacher to select a salary payment schedule for the following work year. **Teachers who do not indicate a selection by the close of the work year shall be paid in twenty-six (26) installments during the work year.**

Those teachers who are paid in twenty-six (26) installments shall receive all deferred payments in one lump sum by the end of the month in June, unless said deferred payments have been forwarded to a financial institution selected by the teacher pursuant to a payroll deduction plan provided by this Agreement. If a teacher wishes to have said deferred payments forwarded to a financial institution during the work

year, the teacher must authorize such a payroll deduction through the school department prior to the close of the work year.

- F. Effective July 1, 2019, the longevity payment shall be made in a lump sum with the first paycheck in June in the year in which the longevity year is achieved. If an employee who has earned the longevity payment separates from employment before June, the lump sum will be included in his/her last pay.

IN YEAR	AMOUNT
10	200
11	225
12	250
13	275
14	400
15	475
16	550
17	625
18	700
19	775
20	900
21	1025
22	1350
23	1475
24	1600
25	1850

IN YEAR	AMOUNT
26	2000
27	2150
28	2300
29	2450
30	2900
31	3050
32	3200
33	3350
34	3500
35 AND GREATER	3650

Years of service shall include all years of actual teaching for fifty percent (50%) or more of the school year since initial date of employment, which service may be broken only by approved leaves of absence. Any employee who returns to the employ of the Plymouth Public Schools after having resigned shall be treated as a new employee for purposes of this longevity provision.

- G. To the extent permitted by law, the Superintendent may annually reappoint or replace Department Heads, Extracurricular Advisors and/or Coaches.

IV. Department Heads

Department Heads who supervise: from one (1) to five (5) teachers will be paid an annual stipend of \$3,500.00; from six (6) to ten (10) teachers will be paid an annual stipend of \$3,752.00; and from eleven (11) or more teachers will be paid an annual stipend of \$4,002.00. There will be no stipend differentials for teaching. These stipends will remain unchanged for the duration of the contract.

1. Department Heads will be assigned a minimum teaching load of at least three (3) classes.
2. Department Heads will not be assigned responsibility for more than one (1) building.
3. Department Heads will not be assigned any student supervisory duties.
4. Department Heads will not be required to secure substitutes for absent members of their departments.

5. The work year for a Department Head shall include time beyond the teacher work year sufficient to complete the responsibilities of the position up to a maximum of three (3) days immediately prior to, during and/or immediately following the teacher work year, as determined by the principal.
6. By prior approval of the Superintendent's Office, if a Department Head is required to work beyond the work days defined in (5) above, the Department Head shall be compensated at his/her daily rate of pay.
7. Department heads will not evaluate teachers on a Directed Growth Plan or an Improvement Plan.

V. Director of Vocational Technical Studies Program

The Director of the Vocational Technical Studies Program will be paid an annual stipend of \$5,500 for work beyond the contractual day. This stipend will remain unchanged for the duration of the contract.

VI. High School Coaches Salary Schedule

1. All coaches' salaries represent the average value of the salaries among the current athletic league of which the Plymouth Public Schools is a member as of 2015.
2. Coaches shall be evaluated annually using the approved coaches' evaluation instrument.
3. The high school coaches salary schedules will consist of three steps including step one which will be eighty percent (80%) of the maximum step, step two which will be ninety (90%) of the maximum step, and the maximum step three.
4. The full stipend listed in the collective bargaining agreement shall be paid to every member holding a stipend position unless, in response to a posted vacancy, two (2) members jointly apply for one stipend position and indicate that they each are willing to share the duties and responsibilities of the position and would be willing to share the stipend equally. Within the application for the shared stipend position, the members will describe how the duties and responsibilities will be divided.

It is the intent of this agreement that in circumstances where members are sharing a stipend, there must clearly be a corresponding reduction in the scope of responsibility for the duties of the position and neither member shall be responsible for the full scope of the position.

A. SALARY SCHEDULE 2018-2019 (FY19)

	2%	2%	2%
HEAD COACHES	Step 1	Step 2	Step 3
Boys and Girls Tennis	\$3,763	\$4,233	\$4,703
Cross Country	\$3,535	\$3,978	\$4,420
Golf	\$3,197	\$3,596	\$3,995
Gymnastics	\$3,869	\$4,352	\$4,835
Volleyball	\$4,919	\$5,535	\$6,150
Baseball	\$4,978	\$5,601	\$6,222
Softball	\$4,978	\$5,601	\$6,222
Boys / Girls Spring Track	\$5,190	\$5,838	\$6,487
Boys and Girls Soccer	\$5,112	\$5,751	\$6,390
Field Hockey	\$5,112	\$5,751	\$6,390
Boys and Girls Lacrosse	\$4,822	\$5,425	\$6,028
Winter Track	\$4,788	\$5,387	\$5,985
Boys and Girls Basketball	\$6,219	\$6,997	\$7,774
Boys and Girls Hockey	\$6,179	\$6,951	\$7,724
Wrestling	\$5,472	\$6,157	\$6,841
Football	\$8,420	\$9,474	\$10,526
Cheerleading	\$2,813	\$3,164	\$3,516
Dance	\$2,533	\$2,849	\$3,166
Fall Unified Sports	\$510		
Spring Unified Sports	\$510		
Unified Sports Coordinator/per season	\$765		

FIRST ASSISTANT COACHES	Step 1	Step 2	Step 3
Volleyball	\$2,999	\$3,374	\$3,749
Baseball	\$3,052	\$3,433	\$3,815
Softball	\$3,052	\$3,433	\$3,815
Boys and Girls Spring Track	\$3,018	\$3,397	\$3,773
Boys and Girls Soccer	\$2,998	\$3,372	\$3,746
Field Hockey	\$3,134	\$3,527	\$3,919
Boys and Girls Lacrosse	\$3,033	\$3,414	\$3,792
Winter Track	\$3,309	\$3,722	\$4,135
Boys and Girls Basketball	\$3,688	\$4,148	\$4,610
Boys and Girls Hockey	\$3,530	\$3,971	\$4,413
Wrestling	\$3,530	\$3,971	\$4,413
Football	\$4,562	\$5,134	\$5,704
Cross Country	\$2,177	\$2,448	\$2,720

SECOND ASSISTANT COACHES	Step 1	Step 2	Step 3
Baseball	\$2,571	\$2,892	\$3,214
Softball	\$2,571	\$2,892	\$3,214
Soccer	\$2,409	\$2,710	\$3,011
Basketball	\$3,163	\$3,559	\$3,955
Ice Hockey	\$3,163	\$3,559	\$3,955
Football	\$3,865	\$4,348	\$4,832
Volleyball	\$2,405	\$2,705	\$3,006

B. SALARY SCHEDULE 2019-2020 (FY20)

	2%	2%	2%
HEAD COACHES	Step 1	Step 2	Step 3
Boys and Girls Tennis	\$3,838	\$4,318	\$4,797
Cross Country	\$3,606	\$4,058	\$4,508
Golf	\$3,261	\$3,668	\$4,075
Gymnastics	\$3,946	\$4,439	\$4,932
Volleyball	\$5,017	\$5,646	\$6,273
Baseball	\$5,078	\$5,713	\$6,346
Softball	\$5,078	\$5,713	\$6,346
Boys / Girls Spring Track	\$5,294	\$5,955	\$6,617
Boys and Girls Soccer	\$5,214	\$5,866	\$6,518
Field Hockey	\$5,214	\$5,866	\$6,518
Boys and Girls Lacrosse	\$4,918	\$5,534	\$6,149
Winter Track	\$4,884	\$5,495	\$6,105
Boys and Girls Basketball	\$6,343	\$7,137	\$7,929
Boys and Girls Hockey	\$6,303	\$7,090	\$7,878
Wrestling	\$5,581	\$6,280	\$6,978
Football	\$8,588	\$9,663	\$10,737
Cheerleading	\$2,869	\$3,227	\$3,586
Dance	\$2,584	\$2,906	\$3,229
Fall Unified Sports	\$520		
Spring Unified Sports	\$520		
Unified Sports Coordinator/per season	\$780		

FIRST ASSISTANT COACHES	Step 1	Step 2	Step 3
Volleyball	\$3,059	\$3,441	\$3,824
Baseball	\$3,113	\$3,502	\$3,891
Softball	\$3,113	\$3,502	\$3,891
Boys and Girls Spring Track	\$3,078	\$3,465	\$3,848
Boys and Girls Soccer	\$3,058	\$3,439	\$3,821
Field Hockey	\$3,197	\$3,598	\$3,997
Boys and Girls Lacrosse	\$3,094	\$3,482	\$3,868
Winter Track	\$3,375	\$3,796	\$4,218
Boys and Girls Basketball	\$3,762	\$4,231	\$4,702
Boys and Girls Hockey	\$3,601	\$4,050	\$4,501
Wrestling	\$3,601	\$4,050	\$4,501
Football	\$4,653	\$5,237	\$5,818
Cross Country	\$2,221	\$2,497	\$2,774

SECOND ASSISTANT COACHES	Step 1	Step 2	Step 3
Baseball	\$2,622	\$2,950	\$3,278
Softball	\$2,622	\$2,950	\$3,278
Soccer	\$2,457	\$2,764	\$3,071
Basketball	\$3,226	\$3,630	\$4,034
Ice Hockey	\$3,226	\$3,630	\$4,034
Football	\$3,942	\$4,435	\$4,929
Volleyball	\$2,453	\$2,759	\$3,066

C. SALARY SCHEDULE 2020-2021 (FY21)

	2%	2%	2%
HEAD COACHES	Step 1	Step 2	Step 3
Boys and Girls Tennis	\$3,915	\$4,404	\$4,893
Cross Country	\$3,678	\$4,139	\$4,598
Golf	\$3,326	\$3,741	\$4,157
Gymnastics	\$4,025	\$4,528	\$5,031
Volleyball	\$5,117	\$5,759	\$6,398
Baseball	\$5,180	\$5,827	\$6,473
Softball	\$5,180	\$5,827	\$6,473
Boys / Girls Spring Track	\$5,400	\$6,074	\$6,749
Boys and Girls Soccer	\$5,318	\$5,983	\$6,648
Field Hockey	\$5,318	\$5,983	\$6,648
Boys and Girls Lacrosse	\$5,016	\$5,645	\$6,272

Winter Track	\$4,982	\$5,605	\$6,227
Boys and Girls Basketball	\$6,470	\$7,280	\$8,088
Boys and Girls Hockey	\$6,429	\$7,232	\$8,036
Wrestling	\$5,693	\$6,406	\$7,118
Football	\$8,760	\$9,856	\$10,952
Cheerleading	\$2,926	\$3,292	\$3,658
Dance	\$2,636	\$2,964	\$3,294
Fall Unified Sports	\$530		
Spring Unified Sports	\$530		
Unified Sports Coordinator/per season	\$796		

FIRST ASSISTANT COACHES	Step 1	Step 2	Step 3
Volleyball	\$3,120	\$3,510	\$3,900
Baseball	\$3,175	\$3,572	\$3,969
Softball	\$3,175	\$3,572	\$3,969
Boys and Girls Spring Track	\$3,140	\$3,534	\$3,925
Boys and Girls Soccer	\$3,119	\$3,508	\$3,897
Field Hockey	\$3,261	\$3,670	\$4,077
Boys and Girls Lacrosse	\$3,156	\$3,552	\$3,945
Winter Track	\$3,443	\$3,872	\$4,302
Boys and Girls Basketball	\$3,837	\$4,316	\$4,796
Boys and Girls Hockey	\$3,673	\$4,131	\$4,591
Wrestling	\$3,673	\$4,131	\$4,591
Football	\$4,746	\$5,342	\$5,934
Cross Country	\$2,265	\$2,547	\$2,829

SECOND ASSISTANT COACHES	Step 1	Step 2	Step 3
Baseball	\$2,674	\$3,009	\$3,344
Softball	\$2,674	\$3,009	\$3,344
Soccer	\$2,506	\$2,819	\$3,132
Basketball	\$3,291	\$3,703	\$4,115
Ice Hockey	\$3,291	\$3,703	\$4,115
Football	\$4,021	\$4,524	\$5,028
Volleyball	\$2,502	\$2,814	\$3,127

Other proposed club(s) or activity(s) or sport(s) must be approved by the School Committee.

VII. Middle School Athletics

	2%	2%	2%
	FY 19	FY 20	FY 21
Boys Soccer	\$1,197	\$1,221	\$1,245
Girls Soccer	\$1,197	\$1,221	\$1,245
Boys and Girls Cross Country	\$940	\$959	\$978
Field Hockey	\$1,197	\$1,221	\$1,245
Volleyball	\$1,197	\$1,221	\$1,245
Boys Basketball	\$1,368	\$1,395	\$1,423
Girls Basketball	\$1,368	\$1,395	\$1,423
Baseball	\$1,197	\$1,221	\$1,245
Wrestling	\$1,369	\$1,396	\$1,424
Softball	\$1,197	\$1,221	\$1,245
Boys Spring Track	\$1,197	\$1,221	\$1,245
Girls Spring Track	\$1,197	\$1,221	\$1,245
Boys Lacrosse	\$1,197	\$1,221	\$1,245
Girls Lacrosse	\$1,197	\$1,221	\$1,245
Boys and Girls Tennis	\$940	\$959	\$978

Other proposed club(s) or activity(s) or sport(s) must be approved by the School Committee.

Middle School Director of All Athletics (Interscholastic and Intramural)

2018-2019	2019-2020	2020-2021
\$3,279	\$3,345	\$3,412

Coaches of Intramural Athletics (Hourly Rate)

2018-2019	2019-2020	2020-2021
\$20.66	\$21.07	\$21.49

VIII. Co-Curricular Activities Salary Schedule

1. The salary of an Assistant Advisor of an co-curricular activity will be seventy percent (70%) of the salary of the advisor of the activity.
2. The full stipend listed in the collective bargaining agreement shall be paid to every member holding a stipend position unless, in response to a posted vacancy, two (2) members jointly apply for one stipend position and indicate that they each are willing to share the duties and responsibilities of the position and would be willing to share the stipend equally. Within the application for the shared stipend position, the members will describe how the duties and

responsibilities will be divided.

It is the intent of this agreement that in circumstances where members are sharing a stipend, there must clearly be a corresponding reduction in the scope of responsibility for the duties of the position and neither member shall be responsible for the full scope of the position.

High School

ACTIVITY	POSITION	FY 19	FY 20	FY 21
		2%	2%	2%
Class Advisors				
	Freshman Class	\$2,178	\$2,222	\$2,266
	Asst. Freshman Class	\$1,525	\$1,556	\$1,587
	Sophomore Class	\$2,178	\$2,222	\$2,266
	Asst. Sophomore Class	\$1,525	\$1,556	\$1,587
	Junior Class	\$3,111	\$3,173	\$3,236
	Asst. Junior Class	\$2,178	\$2,222	\$2,266
	Senior Class	\$4,446	\$4,535	\$4,626
	Asst. Senior Class	\$3,111	\$3,173	\$3,236
Anime	Advisor	\$1,438	\$1,467	\$1,496
Best Buddies/Panther Pals	Co-Advisor	\$1,438	\$1,467	\$1,496
	Co-Advisor	\$1,438	\$1,467	\$1,496
Chess Club	Advisor	\$1,321	\$1,347	\$1,374
DECA	Advisor	\$3,078	\$3,140	\$3,203
Math Team	Advisor	\$1,369	\$1,396	\$1,424
Robotics	Advisor	\$4,446	\$4,535	\$4,626
	Asst. Advisor	\$3,111	\$3,173	\$3,236
Medical Careers	Advisor	\$1,454	\$1,483	\$1,513
SADD	Advisor	\$2,052	\$2,093	\$2,135
Model UN	Advisor	\$1,711	\$1,745	\$1,780
Philosophy Club	Advisor	\$1,438	\$1,467	\$1,496
PRIDE (Diversity)	Advisor	\$2,052	\$2,093	\$2,135
National Honor Society	Co-Advisor	\$1,428	\$1,457	\$1,486
	Co-Advisor	\$1,428	\$1,457	\$1,486
Newspaper	Advisor	\$3,420	\$3,488	\$3,558
Student Council	Advisor	\$3,230	\$3,295	\$3,361
	Asst. Advisor	\$1,647	\$1,680	\$1,714
Skills USA	Advisor	\$3,420	\$3,488	\$3,558
	Asst. Advisor	\$2,395	\$2,443	\$2,492
Peer Leader	Advisor	\$2,395	\$2,443	\$2,492
Color Guard	Advisor	\$2,052	\$2,093	\$2,135
Interact	Advisor	\$2,052	\$2,093	\$2,135

Literary Magazine	Advisor	\$2,052	\$2,093	\$2,135
School Store	Advisor	\$1,711	\$1,745	\$1,780
Foreign Language	Advisor	\$1,321	\$1,347	\$1,374
Science	Advisor	\$1,321	\$1,347	\$1,374
Yearbook	Advisor	\$5,131	\$5,234	\$5,339
	Asst. Advisor	\$3,591	\$3,663	\$3,736
Music	Band Director	\$2,416	\$2,464	\$2,513
	Jazz Band (Stage Band)	\$2,416	\$2,464	\$2,513
	Marching Band	\$4,393	\$4,481	\$4,571
	Choral Director	\$2,416	\$2,464	\$2,513
	Vocal Ensemble	\$2,416	\$2,464	\$2,513
	Assistant Marching Band	\$2,040	\$2,081	\$2,123
Drama	Director	\$3,762	\$3,837	\$3,914
	Asst. Drama	\$2,634	\$2,687	\$2,741
	Drama Producer	\$1,647	\$1,680	\$1,714

Middle School

<u>Activity</u>	<u>Position</u>	<u>2018-19 FY19</u>	<u>2019-20 FY20</u>	<u>2020-21 FY21</u>
Drama	Advisor	\$2,634	\$2,687	\$2,741
Chorus	Advisor	\$824	\$840	\$857
Band	Advisor	\$824	\$840	\$857
Memory Book	Advisor	\$2,262	\$2,307	\$2,353
Student Council	Advisor	\$2,262	\$2,307	\$2,353
Peer Leaders	Advisor	\$1,698	\$1,732	\$1,767
Robotics (Hourly Rate)	Instructor	\$34.13	\$34.81	\$35.51
Co-Curricular Activities * (Hourly Rate)	Instructor	\$34.13	\$34.81	\$35.51

* Co-Curricular Activities: This item is defined as an advisorship open to promote new clubs/activities that may be unique to a particular school.

Elementary School

Category 1

<u>Activity</u>	<u>Position</u>	<u>2018-19 FY19</u>	<u>2019-20 FY20</u>	<u>2020-21 FY21</u>
Academic Club	Advisor	\$550	\$561	\$572
Agricultural Club	Advisor	\$550	\$561	\$572
Art Club	Advisor	\$550	\$561	\$572
Band/Orchestra (by district)	Advisor	\$550	\$561	\$572
Book Club	Advisor	\$550	\$561	\$572
Coding Club	Advisor	\$550	\$561	\$572
French Club	Advisor	\$550	\$561	\$572
Gaming Club (chess, D&D)	Advisor	\$550	\$561	\$572
Intramural Sports	Advisor	\$550	\$561	\$572
Lego Club	Advisor	\$550	\$561	\$572
Newspaper	Advisor	\$550	\$561	\$572
Problem Solving	Advisor	\$550	\$561	\$572
Quilting Club	Advisor	\$550	\$561	\$572
Science Club	Advisor	\$550	\$561	\$572
Stock Market Game	Advisor	\$550	\$561	\$572
Ukulele Club	Advisor	\$550	\$561	\$572

Category 2

<u>Activity</u>	<u>Position</u>	<u>2018-19 FY19</u>	<u>2019-20 FY20</u>	<u>2020-21 FY21</u>
BOKS	Advisor		\$850	\$867
Chorus	Advisor		\$850	\$867
Destination Imagination	Advisor		\$850	\$867
Drama Assistance	Advisor		\$850	\$867
Jr. Engineering (3D Pr.)	Advisor		\$850	\$867
Student Leadership	Advisor	\$538	\$850	\$867

Category 3

<u>Activity</u>	<u>Position</u>	<u>2018-19 FY19</u>	<u>2019-20 FY20</u>	<u>2020-21 FY21</u>
Drama with Production	Advisor	\$538	\$1,500	\$1,530

Stipend appointments must be approved annually by the principal and activities must take place before or after the contractual work day.

K-8 Robotics Director

2018-19 (FY19)	2019-20 (FY20)	2020-21 (FY21)
\$2,693	\$2,747	\$2,802

IX. Tutoring

	2018-19 (FY19)	2019-20 (FY20)	2020-21 (FY21)
Hourly Rate	\$34.13	\$34.81	\$35.51

X. Compensation for Coverage of Extra Classes

Any teacher who is requested to cover a class for a class period shall be paid twenty-five percent (25%) of the highest daily rate of pay for daily substitutes for each class period worked, if thereby the teacher is caused to lose part or all of his/her planning/preparation period. Teachers who cover a class for a half of a class period during their normal planning/preparation period shall be paid fifteen percent (15%) of the highest daily rate of pay for daily substitutes. The teacher may decline such a request if it means giving up his/her preparation period unless there is no qualified teacher available who is performing non-teaching supervisory duties.

XI. Committees and Special Projects

This article refers to committee and/or special projects authorized by the School Committee and/or the Superintendent.

- A. All participation in any committee or special project work will be on a voluntary basis by members of the bargaining unit.
- B. Any committee or special project that will involve remuneration to the participants must have the prior approval of the Superintendent of Schools or his designee. Any committee or special project initiated by management that involves remuneration will be announced in order that members of the bargaining unit may indicate their desire to participate. Participants will be chosen by the Superintendent or his designee on the basis of interest and qualifications deemed to be best suited to the goals of the committee or special project. In addition, anyone participating in paid committee or special project work will be advised with respect to any remuneration prior to commencing his/her participation.
- C. Members of the bargaining unit who wish to establish a committee or special project may do so by proposing said committee or special project in writing to the Superintendent of Schools or his designee. Any such committee or special

project, as well as any associated remuneration, must have prior approval of the Superintendent of Schools or his designee.

- D. The decision of the Superintendent of Schools or his designee relative to any committee or special project shall not be subject to arbitration.
- E. The amount of any remuneration will be contained in the announcement of the committee or special project.

XII. Mentors

Teachers who are selected to be a mentor by the Superintendent of designee shall receive \$800.00 per protégé annually.

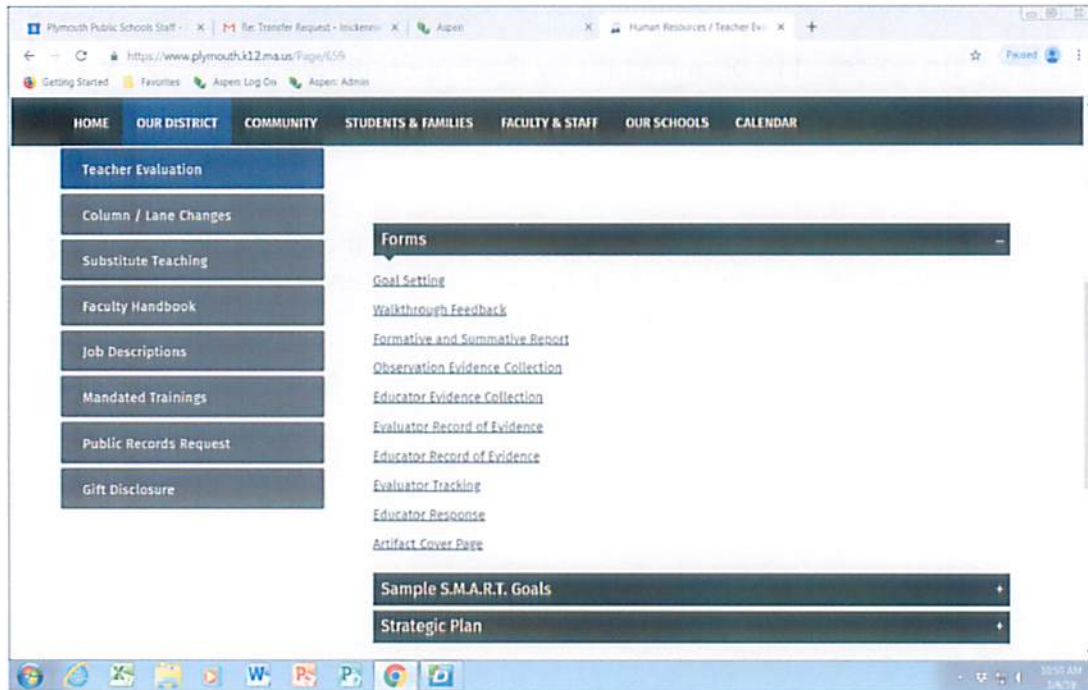
XIII. Advisory

Advisors will receive a stipend of \$700.00 annually for two meetings per week for the school year at the high schools. Principals will seek volunteers first for advisor. If not enough staff volunteer, staff will be assigned.

APPENDIX B

Teacher Evaluation

The complete Plymouth Public Schools teacher evaluation document may be found online at: www.plymouth.k12.ma.us → Our District → Human Resources → Teacher Evaluation



Appendix C
Plymouth Public Schools
Professional Learning Communities - Meeting Record

Meeting Date:	/ /	
PLC Member Name:	Present?	
	Yes	No

Topic	Discussion Points	Decisions/Outcomes

Next steps/Ideas for next meeting:
