

**AGREEMENT**

**between**

**The Quincy School Committee**

**and**

**The Quincy Education Association, Inc. (Unit A)**

**Effective September 1, 2015 - August 31, 2017**

**and**

**Effective September 1, 2017 - August 31, 2020**

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This Agreement made and entered into on this 6th day of January, 2016, between the SCHOOL COMMITTEE OF THE CITY OF QUINCY, (hereinafter sometimes referred to as the "COMMITTEE"), and the QUINCY EDUCATION ASSOCIATION, INC., (hereinafter sometimes referred to as the "Association").

## **PREAMBLE**

WHEREAS, the Committee and its designated representatives have met with representatives of the Association pursuant to provisions of Chapter 150E of the General Laws and the parties have fully considered and discussed all proposals made by either party as to salaries, hours, and other conditions of employment; and

WHEREAS, the School Committee of the City of Quincy and the Quincy Education Association, Inc., executed a contract under the provisions of Massachusetts General Laws Chapter 150E and said contract having a duration clause effective September 1, 2012, and remaining in full force and effect through August 31, 2015 ; and

WHEREAS, the negotiating representatives of both the Committee and the Association have negotiated a successor agreements to be effective September 1, 2015, the Agreement effective as of September 1, 2012, shall continue in all its provisions except as hereinafter modified, and shall continue in full force and effect along with said modifications from September 1, 2015, to and including August 31, 2017 and said modification from September 1, 2017 to and including August 31, 2020.

## **ARTICLE I GENERAL**

A. Recognizing that the prime purpose of the Quincy School System is to provide education of the highest possible quality for the children of Quincy, we, the undersigned parties to this Contract, agree to the following principles:

1. The Committee, elected by the citizens of Quincy, is a public body established under and with duties, powers, responsibilities and rights provided by the laws of Massachusetts and applicable rules and regulations of administrative agencies issued under such laws.
2. The Superintendent of Schools of Quincy, (hereinafter referred to as the "Superintendent") is the executive officer of the Committee and, as such, administers and directs the operation of the public schools of Quincy in accordance with the policies of the Committee.
3. The professional staff of the Quincy School System shares with the Committee and the Superintendent responsibility for providing for pupils of the Quincy Public Schools, education of the highest possible quality consistent with the policies of the committee, and the professional staff has the major role in direct contacts with pupils.

4. The Committee and the Association recognize the value of free exchanges of views and information towards fulfilling the aforementioned responsibilities as applying or relating to wages, hours and other conditions of employment of the professionals.
  5. The Association recognizes that the basic duty of each professional employee is to use his/her skill and expertise in the most effective and proper manner to improve the quality of education offered by the Quincy Public Schools.
- B. 1. As to all matters covered by this Contract, the express provisions hereof shall control in any case where a conflict may exist between such express provisions and any policy, practice, procedure, custom or writing not incorporated in this Contract.
2. Nothing in this Agreement shall be construed in any way to alter, modify, change, or limit the authority and/or the jurisdiction of the School Committee as provided by the Massachusetts Constitution, the General Laws of Massachusetts, decisions of the Supreme Judicial Court of Massachusetts, laws of the United States, or any statute or ordinance.
3. The parties agree that each has exercised its rights to bargain for any provision it wished to be included in this Contract; that if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Contract; and that this Contract constitutes a complete agreement as to all matters upon which the parties have or might have bargained. Accordingly, each expressly waives any right to seek to negotiate any further demand or proposal so long as this Contract shall continue in effect, except as Article XXVIII hereof expressly otherwise provides. The Committee has, and will continue to retain, whether exercised or not, all of the rights, powers and authority delegated to it in the future by any statute, by-law, legal decision or ordinance. The Committee shall have the sole right, responsibility and prerogative to manage, supervise and control the affairs of the Quincy School System and to direct the working forces and to exercise its duties and responsibilities.

## **ARTICLE II RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours and other conditions of employment, the negotiation of agreements and any questions arising hereunder, the Committee recognizes the Association as the exclusive representative of all professional employees, (as such employees are defined in Section 1 of Chapter 150E of the General Laws of Massachusetts) of the Committee, including Air Force Junior R.O.T.C. Instructors (“ROTC” Instructors) excepting however, the Superintendent, the Assistant Superintendents, the Assistant to the Superintendent,

nurses and doctors, Director of Personnel, Director of Business Affairs, Director of Elementary Schools, Director of Secondary Schools, Director of Pupil Personnel Services, Director of Staff Development, Assistant Director of Personnel, Director of Data Processing, (provided he/she has no teaching responsibilities), Coordinator of Language Arts-Social Studies, Assistant Coordinator of Language Arts-Social Studies, Coordinator of Special Education, Director of Music Education, Coordinator of Library Services, Assistant Coordinator of Library Services, Coordinator of Athletics, Director of Arts and Humanities, Assistant Director of Arts and Humanities, Coordinator of Physical Education and Health, Coordinator of Science, Coordinator of Foreign Languages, Coordinator of Mathematics, Coordinator of Cafeterias, Coordinator of Adult Education, Social Health Coordinator, Pool Director, Principals, Elementary Assistant Principals, Middle School Assistant Principals, High School Assistant Principals, Director and Assistant Director of Quincy Vocational-Technical School, President of Quincy College and all employees of Quincy College, and every other such employee who on the effective date of this Contract is, or thereafter shall be, designated by the Committee as a representative of it for the purpose of such bargaining. The professional employees represented by the Association as aforesaid are the members of the professional staff covered by this Contract, and are hereinafter referred to as "members".

### **ARTICLE III PAYROLL DEDUCTIONS**

- A. The Committee hereby accepts the provisions of Section 12 of Chapter 150E of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of the City of Quincy all payroll deductions for the payment of dues to the Association duly authorized by members. Such authorization shall be given in writing in the following form:

#### **DUES AUTHORIZATION CARD**

Name \_\_\_\_\_ Address \_\_\_\_\_

I hereby request and authorize the Quincy School Committee to direct the Quincy City Treasurer to deduct from my earnings and transmit to the Quincy Education Association, Inc., the Massachusetts Teachers Association, and the National Education Association, as indicated by a check mark or check marks in the appropriate box or boxes below an amount sufficient to provide for regular payment of the membership dues as certified to the City Treasurer by such Association or Associations respective in equal payments during the months of October, November, December, January, February and March in each school year, such deductions to be made in each payroll period. I understand that I may withdraw this authorization at any time by giving notice in writing to the Quincy School Committee at least 60 days prior to the withdrawal date. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and relieve the Committee and the City and all their respective officers from any liability thereof.

Signature \_\_\_\_\_ Date \_\_\_\_\_

WHEREAS, pursuant to the Agreement there was an agreement on December 23, 1974 to negotiate on the terms of the agency service fee;

NOW, THEREFORE, the Association and the Committee agree as follows:

1. For any member of the bargaining unit who is not a member of the Association, it shall be a condition of his/her continued employment during the life of this Agreement that said teacher pay to the Association, on or after the thirtieth day following the beginning of his/her employment, a service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted from the salary of any employee who signs a written authorization to that effect in accordance with the provisions of Chapter 180, Section 17G of the General Laws and transmitted directly to the Treasurer of the Association.
2. The Association agrees to indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the City in reliance upon the aforesaid payroll deduction or authorization card submitted to the City under the provisions of Chapter 180, Section 17G or for any action taken by the City to enforce the so-called Agency Service Fee.

This Article shall be effective on January 1, 1975, and subject to ratification by both parties in accordance with Chapter 150E, Section 12 of the General Laws of Massachusetts.

- B. The Committee agrees to deduct from the salaries of members voluntary contributions to Quincy Voice of Teachers in Education (Q-VOTE) and/or the Massachusetts Teachers Association Voice of Teachers in Education (MTA-VOTE). Members shall designate the amount of said deduction(s), if any, in September of each year and such voluntary contribution(s) to Q-VOTE and/or MTA-VOTE shall be deducted from the member's salary along with the dues deduction in Section A (above) as a combined amount. The Quincy City Treasurer shall transmit deducted amounts to the Association immediately upon receipt and it shall be the exclusive responsibility of the Association to separate deducted amounts into designated dues, agency service fee, Q-VOTE and/or MTA-VOTE accounts.
- C. The Committee agrees to deduct from the salary of members, deductions for health insurance on a pre-tax basis, commonly referred to as a "Cafeteria Plan". Effective July 1, 2009, the Committee agrees to deduct from the salary of members, deductions for a Dependent Care Account Plan (DCAP) and a Medical Care Account Plan (MedCAP), commonly referred to as "Section 125" Plans.

## **ARTICLE IV** **GRIEVANCE AND ARBITRATION PROCEDURE**

### A. GENERAL STATEMENT

1. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances which, from time to time, may arise and affect wages, hours, and conditions of employment covered by this Agreement.

2. The Timelines set forth herein may be extended by the mutual agreement of the parties in writing.

## B. DEFINITION OF A GRIEVANCE

A grievance is a violation or misinterpretation or misapplication of any of the express provisions of this Agreement. A grievance may be brought by a member or group of members. Hereafter, all references to person, teacher, or employee shall be considered to mean member or group of members.

## C. GRIEVANCE AND ARBITRATION PROCEDURE:

### 1. LEVEL 1

The aggrieved member shall first discuss the grievance with his/her appropriate immediate supervisor, and the Chairperson of the Professional Rights and Responsibilities Committee, with the objective of resolving the matter informally. The appropriate immediate supervisor of any member regularly assigned to a particular school building shall be the principal of that building; for any member not so assigned, it shall be the director or coordinator who supervises such member.

### 2. LEVEL 2

- a. Within thirty (30) calendar days of when the member reasonably knew or should have known of an alleged violation of this Agreement, the grievance may be filed in writing with the Superintendent. The Superintendent or his/her designee will represent the Committee at this level of the grievance procedure. If filed with the Superintendent of Schools, said grievance shall be in writing. Each written statement of grievance shall include (1) a concise statement of the facts constituting the grievance, (2) a reference to the applicable provisions of this Contract, (3) the date upon which the act or omission giving rise to the grievance occurred, and (4) the dates of all prior written presentations, if any.
- b. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent, or his or her designee, will meet with the aggrieved member and the Association's Chairperson of the Professional Rights and Responsibilities (PR&R) Committee, or his or her designee, in an effort to resolve it.
- c. If the written grievance is not filed with the Superintendent within thirty (30) calendar days after the member learned or should have learned of the act or condition on which the grievance is based; then the grievance will be considered as waived. If a grievance occurs during the period commencing on the fifth (5th) school day next prior to closing of schools in June and ending on the day before school opens in September, then the aforementioned time limit shall not apply and said grievance shall not be considered waived so long as the grievance is signed on or before the

close of business on the fifteenth (15th) school day of the term beginning in September.

### 3. LEVEL 3

If the aggrieved member is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within twenty (20) school days after he/she has first met with the Superintendent, then the grievance may be filed in writing with the School Committee. The grievance at Level 3 must be filed within fifteen (15) school days from the date of the Superintendent's response at Level 2 or the date the Level 2 response was due, whichever is sooner, otherwise the grievance shall be waived.

### 4. LEVEL 4

- a. Within twenty (20) school days after receipt of the written grievance by the School Committee, the School Committee will meet with the aggrieved member and the Association's representative(s) to hear the grievance. If the aggrieved member is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within twenty (20) school days after he/she has first met with the School Committee, the Association may submit the grievance to the American Arbitration Association within twenty (20) school days after the School Committee's response was received by the aggrieved party or the Association, or after it was due, whichever comes first. A copy of the arbitration request shall be sent simultaneously to the Superintendent. If the arbitration request is not submitted by the Association within the twenty (20) day period, then the grievance shall be waived. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under such rules.
  - b. The arbitrator shall have the authority to settle only a grievance which concerns misinterpretation or misapplication or violation of the express terms of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify this Agreement. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding.
  - c. The costs for the services of the arbitrators, including per diem expenses, if any, and actual necessary traveling and subsistence expenses will be borne equally by the School Committee and the Association. Each party shall bear its own expenses for the presentation of its case.
- D. All documents, communications and records dealing with the processing of a grievance will be filed apart from the personnel files of the participants, except as may be required to implement the disposition thereof.

- E. No reprisal of any kind shall be taken by any party hereto against any member who participates in any way in any grievance proceeding by reason of such participation.
- F. A written record shall be made of the disposition of any grievance at Level 2, Level 3, or Level 4. If such disposition becomes final by acceptance by the Association, such disposition shall apply to all future grievances based on the same or similar facts.
- G. Arbitration, pursuant to this Article, shall be the exclusive remedy available to members of the Association in the event that the grievance is not disposed of under Levels 1, 2, 3.
- H. Times for meetings to discuss grievances shall be scheduled outside of school hours unless, in the judgment of the Superintendent, in the case of a Level 2 proceeding, or of the Committee, in the case of a Level 4 proceeding, a meeting during school hours is desirable to facilitate the production of appropriate information. Attendance by members and by the Association representatives shall constitute authorized absence without loss of pay. The Association agrees that absences during school hours shall be avoided whenever they would interfere with the conduct of the educational program and that the right to take such absences shall not be abused.

## **ARTICLE V** **DEVELOPMENT AND IMPLEMENTATION OF CURRICULUM AND** **RELATED EDUCATIONAL PROGRAMS, TEXT BOOKS**

The Committee and the Association agree that the professional staff is and should continue to be a major source of developments and innovations in improving the education programs carried on in the Quincy Public Schools. The parties agree further that it is important for the professional staff to participate in the over-all coordination of studies, projects and other activities directed toward the development, improvement, and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing and introduction of new programs, and toward research in pertinent educational and related areas. The parties recognize that there are other institutional and community resources capable of great contributions toward these ends and that the utilization of such resources should be coordinated with the efforts of the schools' administration and the professional staff.

Accordingly, the Committee and the Association agree that an Educational Development Committee (EDC) shall be established to consist of twelve (12) members, of whom six (6) shall be designated by the Association and six (6) by the Committee. The EDC shall establish its own times of meeting and rules of procedure and shall have the right to meet with the Committee at reasonable times, not more often than once every two months unless by mutual agreement. The EDC may consider proposals from any source respecting curriculum, teaching methods, aids and material, educational facilities, design and equipment of new and remodeled school construction and any other matters pertaining to the improvement of the educational programs carried on or proposed to be carried on in the Quincy Public Schools. Where a proposal is made that a specific subject be studied by a particular person or group of persons, the EDC will receive and review the results of such study and will endeavor to avoid duplication or repetition of effort.

The EDC shall regularly report to the Committee and the Association the matters it is considering and its recommendations respecting the same. The Committee and the Association shall give serious consideration to such recommendations. If the Committee shall receive, other than from the EDC, a proposal for a study or program of development or research in any matter within the jurisdiction of the EDC, the Committee shall notify the EDC of such proposal. If the EDC shall respond within thirty (30) days of the giving of such notice that it has considered, or desires to consider, the subject matter of the proposal, the Committee will not, except in case of emergency, authorize the proposed study or program until either the EDC shall have reported thereon or forty-five (45) days, or such other period as the Committee and EDC shall agree, shall have elapsed from the date such notice was given without any report by the EDC.

The Committee expects that all proposals for discontinuing the use of textbooks and for adoption of new textbooks will issue from the EDC as representing the considered opinion of the professional staff in consultation with the school administration, the Committee recognizing that the professional staff should have a responsible voice in textbook selection, provided, however, that the EDC need not consider any textbook which is not used or proposed to be used by more than one member. Except in emergency situations, the Committee shall not adopt new textbooks nor discontinue the use of textbooks unless the EDC has been notified of said contemplated action; and has had the opportunity to make a recommendation respecting such action.

## **ARTICLE VI** **CONDITIONS OF PROFESSIONAL SERVICE**

The Committee and the Association have deliberately agreed not to include provisions in this Contract respecting some of the conditions affecting the performance by members of their professional duties. Such omitted matters include, by way of illustration and not of limitation, the teaching loads of individual members and the basis upon which parent-member conferences, professional workshops and curriculum planning sessions may be held in light of regulations promulgated by the State Board of Education regarding the length of the school day. Such matters are omitted not because the parties regard them as unimportant, but because the parties believe that they require further careful joint study since they are affected by the rapid pace of change in educational technology and theory, and in part, are subject to rules and regulations promulgated by agencies of the Commonwealth. In addition to such conditions, the Committee and the Association consider that there are a number of areas affecting the performance by members of their professional duties as to which practices not now in effect in the Quincy School System and practices not yet developed by any public school system may make great contributions toward improving not only the quality but also the efficiency of the educational process in the Quincy Public School System. Such areas include, by way of illustration and not of limitation, the use of non-professionally trained personnel to perform pupil supervision tasks outside the classroom clerical tasks, the reproduction of instructional materials, and the like. They also include the possibility of measuring the obligatory portion of a member's work day in terms of the time required to perform professional functions rather than a stated number of hours, the possibility of a separate contract year and separate compensation arrangements different from the academic year and compensation related thereto for volunteer professionals who might undertake special professional leadership and development assignments, the possibility of so reorganizing the classroom teaching functions so as to permit more effective use of superior

classroom members and the possibility of identifying and describing characteristics of professional performance so as to permit more meaningful evaluation thereof.

Accordingly, the parties agree that a Professional Conditions Committee (PCC) shall be established to consist of twelve (12) members of whom six (6) shall be designated by the Association and six (6) by the Committee and of which there shall be co-chairpersons, one (1) chosen by the Association designees and the other by the Committee designees. The PCC shall establish its own times of meeting and rules and procedure and shall have the right to meet with the Committee at reasonable times, not more often than once every two months unless by mutual agreement. The PCC may establish subcommittees to consider particular matters and particular matters within the jurisdiction of the PCC may be considered by others, but all proposals respecting such matters shall come to the PCC for consideration and presentation to the Committee and the Association. The PCC shall consider as priorities the matters cited above. The Committee and the Association shall give serious consideration to the recommendations of the PCC and shall discuss the same as they mutually find appropriate.

Except in case of emergency or order from superior authority or as permitted by Article VII, the Committee shall not make any change in the length of the school day, method of payment, or matters relating to the conditions of employment coming under this Contract, unless the same shall first have been referred to the PCC with a reasonable time for consideration and report thereon by said Committee of PCC.

## **ARTICLE VI A GENERAL CONDITIONS**

- A. Under ordinary circumstances, members at the Senior high and Middle school level (except school nurses) shall have at least five (5) preparation periods scheduled in each week. Exceptions may be made to this provision when voluntarily agreed to by the individual member, or in situations where the Administration has reasonable cause to believe that such scheduling would result in an undue burden to the system, or to a particular school or would require additional funds.
- B. Members at the Elementary School level (except school nurses) shall be provided some time each week during school hours for preparation and planning. The use of preparation and planning time shall be determined by the individual teacher. Periods of instruction in Physical Education, Music, Media and Art shall be considered as planning periods for elementary members. In the event an elementary specialist in art, music, physical education or media is absent, every reasonable effort shall be made by the administration to hire a substitute teacher. Members at the Elementary level will be allowed the first, third and fifth Tuesday afternoons each month for preparation and planning and will not be required to attend other meetings on those afternoons. Members at the Elementary School level shall have guaranteed minimum preparation time of six hundred ninety (690) minutes on average in a normal 4 week period. Such preparation time shall be inclusive of the first, third, and fifth Tuesday afternoons each month for preparation and planning, the approximately thirty (30) minutes transition time for kindergarten teachers and the aforementioned periods of instruction in special program areas.

- C. In such instances when a member who has reported to school at the beginning of the school day must leave due to illness or other emergency the principal shall be authorized to assign any member including an assistant principal if necessary who may have an unassigned period to substitute for the absent member. In such emergencies, and when possible, available qualified members shall be selected from a rotating list to insure equitable distribution of such assignments.
- D. Senior High or Middle School members assigned to special curriculum projects as designated by the Superintendent shall for the pilot period have teaching periods reduced by one period and be provided with one period each day to be used for preparation, evaluation and/or revision of teaching materials, or for workshop meetings. This special period shall be in addition to any contract provision for the usual preparation or unassigned periods.
- E. Elementary school teachers assigned to special curriculum projects as designated by the Superintendent shall be allowed, for preparation, evaluation and/or revision of teaching materials, or for workshop meetings, the two-hour period set aside each week, provided that the right of the principal to call a monthly meeting will not be abrogated.
- F. Effective School Year 2013-2014, on any Monday, Wednesday, Thursday, or Friday during which an Elementary teacher has no regularly scheduled preparation and planning time, as described in Section B, that teacher shall receive a minimum of 20 minutes of supplemental planning time to be provided by a substitute teacher. Such supplemental planning time shall be scheduled in September for the school year; and such 20-minute supplemental planning period is in addition to any regularly-scheduled preparation and planning period and shall neither establish 20 minutes as a precedent length for the length of a regularly scheduled preparation and planning period, nor substitute for any regularly-scheduled preparation and planning period.

Effective School Year 2016-2017, on any Monday, Wednesday, Thursday, or Friday during which an Elementary teacher has no regularly scheduled preparation and planning time, as described in Section B, that teacher shall receive a minimum of 30 minutes of supplemental planning time to be provided by a substitute teacher. Such supplemental planning time shall be scheduled in September for the school year; and such 30-minute supplemental planning period is included as part of any regularly-scheduled preparation and planning period as described in Section B of this Article and shall neither establish 30 minutes as a precedent length of a regularly scheduled preparation and planning period, nor substitute for any regularly-scheduled preparation and planning period.

Effective September 1, 2016, it is agreed that the Committee will grant middle school members additional preparation time by converting one (1) early release day designated for member professional development into one (1) early release day designated for middle school member's in-building preparation time. It is agreed that the Committee reserves the right to determine which early release day during the school year shall be converted for this purpose.

Effective September 1, 2018, it is agreed that the Committee will grant middle school members additional preparation time by converting one (1) early release day designated for member professional development into one (1) early release day designated for middle school member's in-building preparation time. This preparation period will be in addition to the aforementioned preparation time period added on September 1, 2016. It is agreed that the Committee reserves the right to determine which early release day during the school year shall be converted for this purpose.

Effective September 1, 2016, it is agreed that the Committee will grant high school members additional preparation time by converting one (1) full-day Tuesday to an early release day Tuesday. This early release day Tuesday shall be for the purpose of in-building preparation time for high school members. It is agreed that the Committee reserves the right to determine which Tuesday during the school year shall be changed to an early release Tuesday for this purpose.

Effective September 1, 2018, it is agreed that the Committee will grant high school members additional preparation time by converting one (1) full-day Tuesday to an early release day Tuesday. This early release day Tuesday shall be for the purpose of in-building preparation time for high school members. This early release day preparation period will be in addition to the aforementioned preparation time period added on September 1, 2016. It is agreed that the Committee reserves the right to determine which early release day during the school year shall be converted for this purpose.

## **ARTICLE VII** **SCHOOL HOURS AND YEAR**

- A. The Committee determines, subject to law and to applicable regulation of superior authority, the school attendance required of pupils both as to the number of hours per day and the number of days per year. The Committee also determines, subject to as aforesaid, the opening and closing times of the school year. As soon as reasonably possible and, if practicable, not later than June 15, the Committee shall fix the school calendar for the next following school year and the opening and closing time of each school for required pupil attendance and shall advise the Association and the members of such calendar and times. The calendar shall be posted in each school as shall the opening and closing times for such school. It is understood that the calendar and the opening and closing times may be changed by the Committee after consultation with the Association if necessary to meet unanticipated circumstances or emergencies.
- B. Members who are classroom teachers shall not, however, be scheduled for required attendance in a school for more than the respective number of hours per week which follow, namely:

Elementary School Teachers	26 hours	40 minutes
Middle School Teachers	28 hours	45 minutes
Senior High Teachers	31 hours	15 minutes

- C. A member's thirty (30) minute duty-free lunch period will not be included in the computation of hours set forth in paragraph B above.
- D. It is understood that passing time immediately before and/or after the scheduled lunch period is included in said thirty (30) minute duty-free lunch period.
- E. Members at the Middle School level shall be allowed two (2) Tuesday afternoons each month without students to be used for the development of the Middle School concept and interdisciplinary team planning. Such release Tuesdays shall be suspended at the commencement of each school year to insure compliance with the minimum number of hours of school attendance. On or before April 1 of each school year representatives of the parties shall meet to determine the schedule of release Tuesdays for the remainder of the school year. Such days shall be rescheduled to provide for as many release Tuesdays as are possible while still meeting the minimum number of hours of school attendance as required by Massachusetts Board of Education Regulation 603:29.00, Inc.
- F. All other members shall be in attendance in their school for such periods of time as may be required for the discharge of their responsibilities which shall normally include, in the case of members who are counselors, the hours of required pupils attendance, and members who are librarians or in charge of other special facilities, the hours during which such facilities are open for pupil use.
- G. Members who are elementary school teachers agree to be present for professional development purposes for one (1) hour and thirty (30) minutes on a specified afternoon each week on which classes will not be scheduled. Such purposes may include staff meetings on a building, grade, or subject matter basis, and other purposes, all as accepted and scheduled by the Superintendent, after consultation with the Association, as contributing to educational improvement of the Quincy School System.
- H. The Committee and the Association further agree that to aid in the implementation of innovative programs and to insure a commitment for quality education for all students, eight (8) afternoons per year, from 1:00 P.M. to 3:00 P.M., will be provided for secondary staff to attend workshops approved by the Superintendent, said workshops to be held on the second Tuesday of each month commencing in October 1973; in those instances where a holiday falls on the second Tuesday, the workshop will be held on the third Tuesday of that month. Any other variation of this date must have the approval of the Superintendent of Schools after consultation with the President of the Association.
- I. The Committee and the Association further agree that subject to any further order of any State agency having jurisdiction, the school year of required attendance by members shall, except as otherwise specifically provided below be one hundred eighty-two (182) days, of which one (1) day, the day before the opening of classes, is provided for a general meeting of the professional staff and one hundred eighty (180) days are provided for classes. The one hundred eighty-second (182) day shall be scheduled at the discretion of the Superintendent as either a professional development day midyear or the day immediately following the close of the one hundred eighty (180) day school year.  
Effective for the 2013-2014 School Year, school nurses may opt to use their 182<sup>nd</sup> day at

the beginning of the school year when there are no students present in order to prepare for the start of the new school year. Effective for the 2013-2014 School Year, each high school will be granted a maximum of 8 paid hours to be paid to school nurses who are responsible for administering fit for activity exams for student athletics.

- J. The work year for ROTC Instructors shall be the teacher work year plus additional time necessary to perform those functions unique to the ROTC program. Such additional time shall include requirements established by the Air Force.
- K. Newly appointed members shall also be present for orientation and training sessions on the three (3) days before the day of the General Meeting.
- L. High School Head Guidance Counselors shall also be present for three (3) weeks in addition to the generally applicable one hundred eighty-two (182) days. Said three (3) weeks shall consist of one (1) or two (2) weeks after the close of school in June and before school opens in September. In addition, the work year for High School Head Guidance Counselors may be extended beyond the aforementioned one hundred eighty-two (182) days plus three (3) weeks if, in the judgment of the Superintendent or his/her designee, additional workdays are required. Such additional workdays shall not exceed twenty (20) days, to be scheduled by mutual agreement between the High School Head Guidance Counselor and the Superintendent or his/her designee. Secondary High School Special Education Department Chairs, System-wide Special Education Team Administrators, and School to Career Facilitators shall also be present for two (2) weeks in addition to the generally applicable one hundred eighty-two (182) days. Additional days described in this section shall be compensated at the individual's per diem rate of pay.
- M. Citywide Department Heads shall also be present for one (1) week in addition to the generally applicable 182 days. Said week shall be compensated at the individual department head's per diem rate of pay.
- N. It is agreed by the Committee that if at least one (1) day as set forth in this Article is available after April, it shall be designated as "Quincy Schools/Quincy Education Association Institute Day". On this day, school shall not be in session in order that a full day of activities may be conducted designed:
  1. toward fostering the learning process goals of Quincy's Design for Learning
  2. toward the sharing of innovative ideas and practices within the system
  3. toward the familiarization of school personnel with media and methods of on-going projects.The planning and implementation shall be carried on through a joint effort of the Association and the office of the Superintendent, through the appointment of a committee by them, respectively.
- O. Members may be required to attend one (1) evening meeting per school year for the purpose of parent conferences / meetings. Effective September 1, 2003, one (1)

additional evening meeting per school year shall be added for the purpose of open house. Effective September 1, 2004, one (1) additional evening meeting per school year shall be added for the purpose of an additional parent conference. Such meetings shall be scheduled at least one month in advance, shall be of a maximum of two (2) hours duration and members shall receive compensatory time during the second or fourth release Tuesday afternoon during the month.

P. PROFESSIONAL DEVELOPMENT / CURRICULUM DEVELOPMENT PROGRAM

Members may be required to attend up to five (5) Professional Development / Curriculum Development Sessions during the school year at the discretion of the Superintendent. The purpose of the Sessions shall be for professional development and/or curriculum development, shall not involve student instruction or supervision and shall be subject to the following:

1. The schedule of Sessions for the school year shall be developed by the Superintendent after consultation with the President of the Association. The schedule for the first half of the school year shall be provided to members no later than the Friday after Labor Day and the schedule for the second half of the school year shall be provided to members no later than December 15<sup>th</sup> of the school year. It is understood that changes in the schedule due to unforeseen circumstances may occur. In such cases, members who have personal or professional obligations made prior to the schedule change shall be accommodated.
2. Each Session shall be of no greater than two (2) hours in duration and shall commence immediately at the close of the school day.
3. Members who participate on planning committees for the Program shall serve on a voluntary basis and, if not during the regular school hours, shall be compensated at the hourly rate. Planning Committee participants who meet during school hours shall not be compensated for said hours at the hourly rate; however, such hours shall be credited towards meeting the Professional Development requirements of this Section on an hour to hour basis. Planning Committee members will establish and monitor a workshop evaluation instrument and schedule a series of workshops to improve/train facilitators. The Association representatives shall consist of members of the following: one (1) early childhood, two (2) elementary, two (2) middle school and two (2) high school. The remaining members will be appointed by the Superintendent of Schools.
4. It is understood by the parties that additional research, reading and writing specifically related to the goals of the Program will be required of each member for the Program to be successful. The time to be spent on additional reading, research and writing will be scheduled by each individual member or group of members at his/her discretion and no greater than a total of ten (10) hours per school year will be required. It is further understood that the Quincy Public Schools may facilitate these activities by providing relevant reading and/or research materials.

5. Members who prepare and present a Professional Development Session shall be deemed to have completed two (2) Professional Development Sessions for purposes of this Section.

## **ARTICLE VIII** **PHYSICAL FACILITIES FOR MEMBERS**

The Committee and the Association agree that all new school construction should include the following facilities and that, where practicable without substantial expenditure, they should be provided in existing school structures, namely:

- A. a separate workroom in each building with adequate equipment and supplies to aid in the preparation of instructional materials.
- B. an appropriately furnished room to be reserved for the use of members as a faculty lounge. A pay telephone may be installed in each room.
- C. a system whereby members can effectively and expeditiously communicate with the principal's office from their classrooms.

The Committee and the Association agree that all schools shall include, within two (2) years from September 1, 1971, space in each classroom in which members may safely store instructional materials and supplies.

## **ARTICLE IX** **PROFESSIONAL DEVELOPMENT**

The Committee and the Association agree that if members are to maintain their competence as educators and to continue to contribute effectively to the educational goals of the Quincy School System, members should undertake professional development on a continuing basis. This professional development shall be consistent with the requirements of M.G.L. Ch.71, S.38Q. The Committee may establish formal requirements as to courses to be taken, conferences to be attended, or other means of professional improvement to be undertaken by members as a condition of employment or of advancement on the salary schedule, but no such requirements not in effect at the effective date of this Contract shall be adopted or any requirement then in effect be changed by the Committee unless the Association shall have assented to the same. The Committee may also authorize or approve the taking of a course, the attendance at a conference or the undertaking of other means of professional improvement by a member whether or not the same be required. Any such approval or authorization shall be given in advance in writing signed by the Superintendent or Assistant Superintendent.

To the extent that such payments are permitted by law, the Committee shall pay, or reimburse members for, the tuition and fees incurred by members for courses required, authorized or approved as provided above or for expenses of attendance at conferences or of undertaking other means of professional improvement so required, authorized or approved, provided, however that no payment or reimbursement shall be made in respect of any course taken for the purpose of

advancement in salary pursuant to any requirement or provision of the salary schedule incorporated herein.

To the extent that such payments are permitted by law, the Committee shall pay or reimburse members at the sixth level on the pay scale, tuition and fees incurred by said members for courses authorized or approved and that the Committee shall cause to appear in its budget the sum of twenty thousand dollars (\$20,000.) for funding said payments, for members and members of the administrative bargaining unit.

Accordingly, the Committee and the Association agree to choose a Course Approval Committee, consisting of five (5) members, two (2) of whom shall be chosen by the Association, one (1) from the Secondary level, and three (3) to be chosen by the Committee.

The purpose of said Committee will be the determination of full payment by the School Committee for courses requested by school personnel on the sixth level.

The courses referred to must speak to enrichment of subject material areas that are being taught by the member seeking authorization; and courses in the area of learning theory and behavioral objectives that would be determined relevant by the Course Approval Committee.

When other forms of payment, such as vouchers, are available for courses requested of a specific institution, said voucher will supersede payment by the School Committee.

When courses are requested at a State College or University and the applicant is a Veteran, the School Committee will waive payment of said course.

Any school nurse who has completed one (1) year of service in the Quincy Public Schools may apply in writing to the Coordinator of Health Services for leave without loss of pay to attend professional conferences and/or workshops. Such written application must be made at least one (1) week prior to the time requested for such leave. The Coordinator of Health Services at his/her discretion may grant the request, but in no event will a school nurse be granted such a leave for more than three (3) days in any school year.

## **ARTICLE X** **SICK LEAVE**

Members shall be allowed fifteen (15) days of sick leave in each year for absences resulting from illness or accident of the member or of a member of his/her immediate family. Sick leave shall accumulate, to the extent not used, without limitation, the allowable absences in any year to be the number of days accumulated from prior years plus those allowed for such year.

No doctor's certificate shall be required for any absence of not more than five (5) school days on account of illness or accident. A doctor's certificate indicating the nature and continuance of disability will be required if the absence continues for the sixth (6th) consecutive school day and may be required for any repeated absence. This certificate shall be presented within ten (10) days of the beginning of the absence and the Superintendent may require further certificates for any continuing absence or questionable absences.

The sick leave allowable for any year shall be available in full at the commencement of the year provided that if any member shall not be present on the first day of work in September he/she shall not be entitled to any sick leave allowable for such year unless he/she shall report for duty during such year. If he/she shall so report and shall thereafter serve one (1) month, he/she may apply in writing for sick leave allowance on account of the earlier absence, if such absence resulted from illness or accident. Any such application must be accompanied by a doctor's certificate meeting requirements of the next preceding paragraph.

Each member shall, upon his/her request, be advised once each school year of the number of days of unused sick leave which he/she has to his/her credit.

If the employment by the Quincy School System of a member shall cease because of his/her retirement or death after he/she has completed twenty (20) years of professional service in the system, he/she or his/her estate, as the case may be, shall be paid an amount equal to his/her full pay at the time his/her employment terminates, exclusive of stipends for extra services, for the number of days, not in excess of twenty (20) of his/her accumulated and unused sick leave. Effective September 1, 1991, increase twenty (20) days to thirty (30) days of his/her accumulated and unused sick leave. This provision is not applicable to any member hired on July 1, 2013 or thereafter.

### **EXTENDED SICK LEAVE PLAN**

There shall be an extended sick leave plan subject to the following conditions.

1. A member must be out for thirty (30) consecutive working days and have used his/her own accumulated sick leave.
2. Thereafter, the Committee shall pay two-thirds (2/3) of the member's salary until the end of the academic year.
3. The Superintendent may request any form of evidence of the member's disability, to wit: a report from the Committee's own doctor.
4. The above shall not be applicable to those members who are disabled by:
  - a. Alcohol
  - b. Drugs

### **ARTICLE XI TEMPORARY LEAVE OF ABSENCE**

#### **A. Bereavement Leave**

Each member shall be allowed up to five (5) days of leave with pay during the school year each time there is a death of his/her mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, or member of his/her immediate household. Any of the five (5) days in excess of three (3) will be charged to sick leave.

Effective September 1, 2016 –Bereavement Leave shall be administered as follows:

- A. Each member shall be allowed up to five (5) days of leave with pay during the school year each time there is a death of his/her mother, father, sister, brother, child, spouse, mother-in-law, or father-in-law. Any of the five (5) days in excess of three (3) will be charged to sick leave.
- B. Each member shall be allowed up to one (1) day of leave with pay during the school year each time there is a death of a grandparent, grandparent-in-law or a grandchild.
- C. An absence of up to one (1) scheduled work day with pay may be authorized by the Superintendent to permit a member to attend services of family members other than the "immediate" family members listed in subsections A and B above.
- D. If lengthy travel is required to attend services for family members listed in sections B and C above, an additional day of paid bereavement leave may be granted at the discretion of the Superintendent.
- E. If there are extenuating circumstances necessitating additional bereavement leave, the Superintendent may grant additional paid bereavement leave.

**B. Other Leaves**

Upon one (1) week's written application to the Superintendent by a member, the Superintendent shall grant a one day leave of absence with pay to observe religious holy days where the tenets of the member's religion obligate abstention from work or where the formal religious observance of the day necessarily conflicts with the school day. Each member shall be allowed two (2) additional days of leave with pay for this purpose, such leave shall be charged to either sick leave or personal leave at the member's discretion. Each member shall also be allowed two (2) additional days of leave with pay, minus a substitute's pay, and additional days of leave without pay if required for the observance of such days.

The Superintendent may grant members leaves of absence with pay for the purpose of attending educational conventions, professional meetings, training institutes, and other activities which have a demonstrable relationship to the improvement of professional skills and expertise.

Upon appointment by the Superintendent, Research Assistants who report directly to the Superintendent shall be granted temporary leaves of absence; and further during the period of said temporary leave of absence shall be excluded as members of the bargaining unit. Upon return from such leave, such member shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent and will return as a member of the bargaining unit.

Upon request of the Association, the President shall be granted released time for Association business for up to twenty (20) school days without pay provided that the past practice of released time ceases.

## **ARTICLE XII** **PERSONAL LEAVE**

Each member shall be allowed up to two (2) days leave with full pay during each school year, for the purpose of transacting or attending to personal, legal, business, household or family matters which require absence during school hours. It is the intention of the parties that leave under this Article shall be available for reasons of hardship or other pressing need and not merely for personal convenience. Except in emergencies, the member taking leave hereunder shall give his/her appropriate immediate supervisor written notice of his/her intention to take such leave at least one (1) school day in advance of the day he/she proposes to be absent. A member need not specify his/her reason for taking leave under this Article.

Except in emergency situations which are authorized by the Superintendent or his designee, no personal leave shall be allowed three (3) days before or three (3) days after a vacation period. A member shall specify his/her reason for taking personal leave if it is sought for the day before or the day after a holiday occurring on a school day. The granting of leave on any such day shall be at the discretion of the Superintendent or administrator designated by him/her.

At the end of each contract year, up to two of each member's unused personal days shall be converted into available sick days.

## **ARTICLE XIII** **SABBATICAL LEAVE**

- A. In the interest of rewarding professional performance and encouraging independent research, achievement and professional growth, the Superintendent shall adhere to the following policies in respect to granting sabbatical leaves as recommended by the Superintendent and the Accreditation Board:
  1. No more than one percent (1%) of the professional staff shall be absent on sabbatical leave at any one (1) time.
  2. Only those persons who have completed six (6) years on the professional staff in the Quincy Public Schools shall be eligible for sabbatical leave. There shall be a minimum interval of six (6) years between sabbatical leaves except upon recommendation of the Accreditation Board.
  3. Any member who desires to apply for sabbatical leave shall make such application on an application form devised by the Accreditation Board and shall submit such application to the Accreditation Board by March 1 if the leave is to commence the following September or by September 1 if the leave is to commence the following February.
  4. In passing on an application for sabbatical leave, the Accreditation Board will apply the following criteria: years of service of applicant, number of years application has been submitted, type of research or study planned, educational

value of proposed research study to Quincy Public Schools and relationship to professional growth of applicant; urgency of proposed research or study, and distribution of candidates by school levels (i.e. elementary, middle school and senior high).

5. The Accreditation Board will make its recommendations to the Superintendent who shall in turn make his recommendation to the Committee.
  6. Any member accepting sabbatical leave shall enter into a written agreement with the Committee in accordance with Chapter 71, Section 41A of the General Laws of Massachusetts. (See Exhibit A - law spelled out.)
  7. When the sabbatical leave has been completed, the sabbatical scholar shall submit a report of his/her research or study for the Superintendent in such form as has been determined by the Accreditation Board.
  8. The Superintendent will inform any member on sabbatical leave of opportunity for advancement and promotion and such member shall be considered for such advancement or promotion in the same manner as those who are presently in service.
  9. Each member granted a full year's sabbatical leave shall have the right to return to a substantially equivalent position.
  10. A sabbatical scholar on half-year leave shall receive full salary, including the current increment, and shall have the right to return to a position substantially equivalent to his/her former position.
  11. A sabbatical scholar on a one-year leave shall receive two-thirds (2/3) salary, including current increment.
- B. The Accreditation Board shall consist of the Superintendent, or appropriate Learning Management Team (LMT) member, the Assistant Superintendent designated by the Superintendent, a principal designated by the principals and three (3) members of the professional staff other than principals designated by the Association. The principal and the three (3) members of the professional staff shall be appointed to two-year terms so arranged that each year the terms of two (2) of these four (4) persons shall expire. Wherever reference is made in the Contract to the Accreditation Board, it shall mean the Accreditation Board provided for by this clause.

## **ARTICLE XIV EXTENDED LEAVE OF ABSENCE WITHOUT PAY**

All leaves of absence in this Article shall be granted by the Superintendent consistent with the following:

1. The Committee agrees that up to three (3) members designated by the Association shall, upon request, be granted leaves of absence for up to two (2) years without pay for the purpose of engaging in activities of the National Education Association or of any of its local, state or national affiliates. The Superintendent need not, however, grant such leave to any member who has been on sabbatical leave within the past two (2) years or who could not be replaced on a temporary basis without substantial harm to the educational program of the Quincy Public Schools. A decision by the Superintendent not to grant such leave on the grounds that the member cannot be replaced as aforesaid may be submitted to arbitration under Article IV. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
2. A leave of absence without pay of up to two (2) years will be granted to any member who joins the Peace Corps or any formal national or state program similar thereto in its social service or educational purposes, provided, that the Superintendent need not grant such leave to any member who would not be granted leave under Paragraph One. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
3. Military leave will be granted to any member who is inducted or enlists in any branch of the armed forces of the United States. The period of such leave shall be the period of continuous service required by such induction or enlistment but shall not continue into any period of additional voluntary service. Upon return from such leave, such member will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.
4. Maternity leave without pay or increment will be granted to members having Professional Teacher Status. Such leave shall continue until the beginning of the second school year to commence after the leave was granted. Appropriate medical evidence of fitness will be required prior to return from such leave. A member on maternity leave must notify the Superintendent in writing on or before March 1 of her intention to return to school the following September.
5. A leave of absence without pay or increment may be granted at the discretion of the Superintendent for the purpose of caring for a sick member of a member's immediate family.
6. A leave of absence without pay of up to two (2) years may be granted to any member for purposes of exploring an alternative career. Such leaves shall be granted solely at the discretion of the Superintendent.
7. The Superintendent may, at his/her discretion, grant a leave of absence without pay or increment to a member to campaign for or serve in a public office.
8. Any member whose absence because of continuing illness or effects of accident extends beyond the period of sick leave available to him/her may be granted

additional leave of absence without pay at the discretion of the Superintendent, having in mind his/her prior service and the best interests of the Quincy School System.

9. Any member desiring a leave of absence heretofore described, or a leave of absence for any other reason not specified above, shall apply in writing to the Superintendent, indicating the period of proposed absence and the reason therefor. All applications for leaves or extensions shall be acted upon in writing.
10. All benefits to which a member was entitled at the time his/her leave of absence commenced will be restored to him/her upon his/her return, and he/she will, if practicable and consistent with the maintenance of educational standards and to the extent permitted by law, be returned to an assignment comparable to that which he/she held immediately prior to going on leave.
11. Members who intend to return from a leave of absence shall so notify the Superintendent by March 1 of the year in which they intend to return.

## **ARTICLE XV** **GROUP INSURANCE PLAN**

Life Insurance, Accidental Death and Dismemberment Insurance, Hospital, Medical, Dental, and Surgical Insurance shall be available to all members pursuant to the City Wide Group Insurance Plan to be financed by the Committee and the participating members.

For the period July 1, 2012 through June 30, 2018, health insurance is provided through the Commonwealth of Massachusetts Group Insurance commission (GIC) as per the agreement between the City of Quincy and the Public Employee Committee as follows:

**A. Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO)**

The premium contributions for the GIC HMO and PPO plans is as follows:

	<u>City</u>	<u>Subscriber</u>
7/1/12	90%	10%
7/1/13	89%	11%
7/1/14	88%	12%
7/1/15	87%	13%
7/1/16	86%	14%
7/1/17	85%	15%

**B. Indemnity Plans**

The City will contribute 75% of the premium or cost for any indemnity plans offered by the GIC and the subscriber shall contribute 25%.

**C. Dental Insurance**

The City shall maintain the current dental insurance plan designs. Effective July 1, 2012, the maximum benefit per calendar year for each covered member in the dental insurance

plan shall be increased from \$1,000 to \$1,500. The City will contribute 50% of the premium and the subscriber shall contribute 50%.

## **ARTICLE XVI TAX SHELTERED ANNUITY**

So as to provide for a non-forfeitable annuity, payable upon retirement or termination of employment, a member may contract with the Committee for the purchase of any annuity pursuant to Section 37B of Chapter 71 of the General Laws of Massachusetts as part of his/her employment compensation. Such contract shall specify the premiums to be paid toward the annuity and the benefits payable thereunder.

The Committee agrees that it shall not offer to a teacher any annuity plan to the exclusion of any other plan, whether group or individual, and the Association and the Committee shall meet on or before May 1, and October 1 of each year to determine which plan or plans and the company or companies to be used as carriers for said plans for the next succeeding year.

## **ARTICLE XVII WORKERS' COMPENSATION BENEFITS**

The Committee agrees that the provisions of Chapter 152, Section 69, of the General Laws of the Commonwealth of Massachusetts, providing for benefits to employees or their dependents in the event of incapacity or death arising out of employment shall be accepted and applied to members.

## **ARTICLE XVIII DISCIPLINE AND DISMISSAL**

1. **STATUTES APPLICABLE.** The parties agree that the provisions of such Sections 38H, 41, 42, 42D, and 43 of Chapter 71 of the General Laws of Massachusetts, as shall be applicable to any particular case of a proposed suspension, dismissal, demotion or reduction in salary of a member shall apply as provisions of this Contract and that any amendments made to any of said Sections shall constitute amendments of this Contract. Copies of said Sections are attached to this Contract as Exhibit A.
2. **ACTIONS RESPECTING MEMBERS TO WHOM STATUTES DO NOT APPLY.** The Superintendent and/or Principal may retain or terminate the services of a member not having Professional Teacher Status, as defined in M.G.L. Ch. 71, S. 42, but a claim that such action was taken in bad faith may be made the subject of grievance or arbitration proceeding hereunder.
3. In such instances where a school nurse is suspended or dismissed, such school nurse shall be suspended and/or dismissed in accordance with M.G.L., Chapter 31, and shall be afforded the rights enumerated under that statute. Said nurse shall be afforded any appeal procedures enumerated in M.G.L., Chapter 31, as may be from time to time amended, or may exercise the grievance and arbitration procedures contained in this Agreement, but in

no case may a school nurse elect to use both appeal procedures. The election of one appeal procedure shall constitute a waiver of the other.

## **ARTICLE XIX** **MEMBERS' ASSIGNMENTS, TRANSFERS AND RETIREMENTS**

1. Members will be notified of their programs for the coming school year, including the school to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1, provided that in the event of a change in circumstances or conditions during the months of May through August such assignments may be changed as required to meet the situation.
2. In order to assure that pupils are taught by members working within their areas of competence, members shall not be assigned, except temporarily and for cause, to subjects and/or grades or other classes outside the scope of their teaching certificates and/or major or minor fields of study.
3. Members who desire a change in grade and/or subject assignments or who desire to transfer to another building shall file a written statement of such desire with the Superintendent between September 1, and April 1 of each school year in order to be considered for the next school year. Such statement shall include the grade and/or subjects to which the member desires to be assigned and the school or schools, (in order of preference, if the member has preference), to which he/she desires to be assigned or transferred, and such statement shall include the reason for requesting such transfer. Such statement must be renewed each year, and will be acknowledged in writing.
4. As soon as practicable and under normal circumstances not later than one week prior to the close of the school year, the Superintendent shall cause to be prepared a schedule or other appropriate presentation of system-wide data including all new positions for the coming year, vacancies in existing positions filled for the coming year, the names of persons reassigned, transferred and newly-appointed and the positions they have been given. Such presentation shall be made available for inspection by the Association, by members who have filed written statements under 3 above and by any other member who may request an inspection.
5. The following principles shall be applied in the reassignment or transfer of members:
  - a. Volunteers shall be given preference to the extent compatible with individual qualifications, instructional requirements, staff availability and other factors, including but not limited to the recommendations of the building principals involved, affecting the best interests of the Quincy School System and the pupils;
  - b. When other factors are substantially equal, preference will be given to the volunteer with the greatest number of years of service in the Quincy School System;

- c. When involuntary transfers are necessary, a member's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Quincy School System will be considered, together with instructional requirements and other factors affecting the best interests of the school system, in determining which member is transferred. Unless the best interests of the Quincy School System otherwise require, in the judgment of the Committee, members being involuntarily transferred will be transferred only to a comparable position. An involuntary transfer will be made only after a meeting between the member involved and the Superintendent (or his/her designee), at which time the member will be notified of the reasons for the proposed transfer. In the event that a member objects to the transfer at this meeting, upon the request of the member, the Association will be notified and the Superintendent (or his/her designee) will meet with the Association's representatives to discuss the proposed transfer.
- 6. A member whose seventieth (70th) birthday will occur during a school year shall notify the Superintendent in writing of such fact and date thereof by April 1 of the school year preceding such birthday. As to each member who shall give such notice, the Superintendent shall determine, not later than May 15, whether such member shall be retained in service throughout that following school year in question or until the end of the calendar month in which such birthday occurs. Not later than May 15 the Superintendent shall notify in writing each such member and the Teachers Retirement Board of the determination made respecting him/her. A member whose 70th birthday will occur during a next succeeding school year, but who fails to notify the Superintendent as provided above shall not be entitled to any particular notice from the Superintendent of its decision as to his/her employment after such birthday.

## **ARTICLE XX** **PROMOTIONS**

- 1. All vacancies in promotional positions, if filled, shall be filled pursuant to the following procedure:
  - a. Such vacancies shall be publicized to members by sending a notice thereof to the Association and to each building principal and by posting a written notice on a bulletin board in every school, as far in advance of the date of filling such vacancy as possible (ordinarily at least thirty (30) days), or if such vacancy occurs after the close of the schools in June and before they open in September, by mailing a copy of such notice to the Association and to every member who shall have filed his/her name and summer address with the Superintendent for the purpose of receiving such notice and to those members who in the discretion of the Superintendent should be notified.
  - b. Said notice of vacancy shall clearly set forth the qualifications for and the duties of the position and the compensation rate or range therefor.
  - c. Members who desire to apply for such vacancies shall file their applications in writing with the Superintendent within the time limit specified in the notice.

- d. The Superintendent may give notice of such vacancies, or otherwise seek applicants to fill the same, in such other ways as it, in its discretion, shall deem appropriate.
  - e. Such vacancies shall be filled on the basis of merit. Where merit is substantially equal, preference will be given to qualified members of the professional staff.
  - f. Insofar as practicable under the circumstances, appointments will normally be made not later than sixty (60) days after the notice is posted.
- 2. Promotional positions are defined as follows: positions paying a locally-funded salary differential and/or positions of the administrator-supervisory level, including but not limited to, positions as supervisor, assistant supervisor, director, assistant director, principal, assistant principal and departmental chairperson.
- 3. All vacancies (as defined above in the case of promotional positions) for specialists, special project teachers, summer and evening school directors, directors of Federal Projects and teacher-leaders under Federal projects shall be filled pursuant to the foregoing procedure.
- 4. The Superintendent will consider any criteria, in addition to or modification of those provided in this Contract, which the Association may suggest for use in the selection of persons to fill vacancies in promotional positions. At that time when the creation of a new promotional position is proposed the Superintendent will consider recommendations which the Association may make as to qualifications for and specifications of the positions and the compensation therefor.
- 5. On the screening committee which interviews and recommends candidates for promotional positions at the Administrative-supervisory level, assistant principal and up, there will be a representative designated by the Association.
- 6. Nothing in this Contract shall restrict the right of the Superintendent, exercising his/her judgment consistently with provisions hereof, to fill vacancies by appointment to others than members covered hereby.

## **ARTICLE XXI** **POSITIONS IN SUMMER AND EVENING SCHOOLS** **AND UNDER FEDERAL PROGRAMS**

- 1. All teaching positions in summer school, evening school (High School level business and academic and adult civic education courses only) and under Federal programs will be publicized each year, or each contractual period under a Federal program, by sending a notice to the Association and each building principal and by posting a written notice on a bulletin board in every school as early as possible. Members who have applied will be notified of action taken regarding their application as early as possible.

2. No position shall be filled by a person not covered by this Contract if there is an equally qualified applicant for such a position who is a member.
3. In filling such positions consideration will be given to a member's area of competence, major and/or minor field of study, quality of teaching performance, attendance, record, length of service in Quincy School Systems, and, in case of summer or evening school, teaching experience.

## **ARTICLE XXII** **MEMBER EVALUATIONS**

The following principles shall be applied in the evaluation of member performance:

1. a. All monitoring or observation of the work performance of a member will be conducted openly and with full knowledge of the member. No public address or audio systems or other device permitting monitoring or observation of work performance other than by an individual present in the room shall be employed except with the prior knowledge and consent of the member.  
b. Member performance shall be evaluated in light of all evidence pertinent to the discharge of the member's professional responsibilities and his/her exercise of professional judgment and not solely by his/her work in the classroom. The development of criteria for such evaluation shall be a task of the Professional Conditions Committee under ARTICLE VI.  
c. A copy of each evaluation report shall be furnished to the member evaluated who shall have the right to discuss the same with the maker of the report.
2. a. A member will have the right, upon written request, to review the contents of his/her personnel file and to have a representative of the Association accompany him/her,  
b. No material originating after original hiring which is derogatory to a member's conduct, service, character or personality will be placed in his/her personnel file unless the member has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The member will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.  
c. (i) File drawers containing personnel files shall be locked at all times, except during business hours of the personnel office.  
(ii) No persons, other than the member's current principal, the member, members of the Committee, the Assistant Superintendent in charge of instructional personnel, the Superintendent or his clerical designee, the Assistant Superintendent of

Curriculum or his clerical designee, or the members of the Association's personnel screening committee, shall have access to a member's personnel file.

3. Any serious complaints regarding a member made to any member of the Committee, by, or coming to the Superintendent or the member's building principal from any parent, student or other person will be promptly called to the attention of the member.
4. No complaint or request, concerning a professional staff member, in the form of a petition or otherwise shall be made a part of the business of a School Committee meeting unless notification to attend such a meeting has been given to the staff member involved.
5. The Association recognizes the authority and responsibility of the Superintendent and/or principal to discipline or reprimand a member for delinquency in professional performance. If a member is to be disciplined or reprimanded by a member of the administration above the level of the principal, however, he/she will be entitled to have a representative of the Association present. No member will be disciplined or reprimanded or deprived of any professional advantage without good and sufficient reason.
6. It is understood that ROTC Instructors are evaluated regularly by the Air Force. In addition, the building principal may evaluate ROTC Instructors using the Teacher Evaluation Procedure.
7. In such instances where a member who is subject to Chapter 71, Sections 42, 42A, or 42D is suspended for more than seven (7) days or is dismissed, such member shall have the rights enumerated under the above Sections without recourse to and in lieu of grievance and arbitration procedures set out under ARTICLE IV.

### **ARTICLE XXIII SALARY SCHEDULES AND STIPENDS**

- A. The Basic Salary Schedule and the Schedule of Stipends to take effect with the school year commencing in September, 2015 are attached hereto and made part hereof as Exhibits B and D.
- B. Members who are paid differentials or stipends in which the activity is concluded prior to the close of school in June shall be paid said differential or stipend at the close of the semester subsequent to the conclusion of the activity.
- C. Each school nurse shall receive a uniform allowance of one hundred (\$100.) dollars each year which may be used for either white uniform or white lab coats.

### **ARTICLE XXIV ADMINISTRATION OF SALARY SCHEDULES**

1. The Basic Salary Schedule is designed for regular classroom teachers.
2. Annual increments on the Basic Salary Schedule are based on an index ratio.

3. The levels of preparation have been established in terms of academic degrees and semester hour credits beyond those degrees. No member will be placed on the six-year (6) level without a Master's Degree.
4. In the initial employment of a member under the Basic Salary Schedule, credit may be allowed for teaching experience up to and not exceeding eight (8) years. One-half, or greater fraction, of a year of teaching is counted as one (1) year. If a half or greater fraction of a year of teaching should be presented in addition to the first such fraction, the two shall be combined, with the fraction of a year beyond the full number of years having to be one-half or more to be counted. This will apply to teaching experience outside of Quincy and to permanent substitute teaching in Quincy. However, the Committee, on the recommendation of the Superintendent shall be free in the placement of new teachers upon the schedule.
5. Member preparation credentials will be evaluated and final approval of evaluation will be made by the Committee. The Accreditation Board will make recommendations on the credits of professional staff members.
6. A member whose qualifications have been determined to qualify him/her for moving from one level of preparation to the next higher shall be placed at a salary step in the attained preparation scale higher than his/her former salary by an amount equal to the differential between the two classifications. Such transfers shall be made not more often than twice a year (September 1 and February 1). Evidence of courses taken by members must be submitted to the Superintendent not later than November 1 for a September change, and not later than April 1 for a February change.
7. An adjustment in salary to the amount of one-half (1/2) the differential will be made when a member has completed fifteen (15) semester hours of credit beyond the four (4) year level or the five (5) year level, and a second adjustment of one-half (1/2) the differential shall be granted when the next fifteen (15) semester hours of credit are accumulated.
8. Adjustments under Paragraph Seven of this Article apply to members at all step levels including those at salary maximums excepting those on the six (6) year level. Members receiving the maximum salary at the four (4) year or five (5) year level cannot receive more than half the regular differential beyond the regular maximums for their respective level until they have obtained fifteen (15) additional semester hours of credit and meet with the requirements for the next level. That is, no individual can move to the six (6) year level until he/she has a Master's Degree and sixty (60) semester hours credit beyond the Bachelor's Degree, thirty (30) of which may have been earned in obtaining the Master's Degree. Effective August 31, 2015, an individual may move to the 6 1/2 year level after he/she has a Master's Degree plus 45 Semester Hours.

Members of shop and related work in the Quincy Vocational-Technical School or hired under Vocational-Technical Certificate may move to the five (5) year level on the completion of thirty (30) semester hours above the requirements for the four (4) year

level for Quincy Vocational-Technical School members on the salary schedule and may move from the five (5) year level to the six (6) year level, with thirty (30) additional semester credits.

9. It is required that courses which are to be submitted for credit receive approval from the office of the Superintendent before being undertaken.
10. Members may not apply credits toward professional improvement for more than eight (8) semester hours in one (1) college semester during the school year while in service in Quincy. (Not to exceed two (2) courses.)

## 11. TRAVEL CREDITS

- a. In general, travel for credit must be summer travel, usually under the direction of a qualified agency, such as the National Education Association Travel Service or similar agency of high quality. The Accreditation Board may recommend exceptions to the Committee.
- b. Travel must be continuous. For example, a member cannot receive credit for two (2) weeks of travel, one (1) of which was spent traveling out to California or Colorado, etc., for summer study and the other on the return journey after summer study.
- c. A maximum of six (6) semester hours may be granted for travel in raising the level of preparation to the next higher level. To obtain credit for travel a preliminary travel form must be submitted to the Superintendent and approved before the member begins the trip. Normally, credit will not be granted to a member for a trip to the same or similar part of the country for which credit has been previously granted.
- d. In general, credit will be given on the following basis:
  - (1) two credits - minimum of four weeks of travel plus outline.
  - (2) a maximum of four credits - minimum of four weeks travel plus report.
  - (3) a maximum of six credits - a minimum of four weeks travel, report, plus teaching materials.
- e. An outline of the travel experience referred to in d(1) will be a day-by-day itinerary of the actual trip.

A report of the travel experience referred to in d(2) will be in the form of a paper (not a scrapbook) including a detailed description of the trip, and an explanation of how the travel experience can be related to the member's classroom work. It is recognized, however, that a reasonable amount of travel should have cultural value for all members and should broaden their points of view.

Teaching materials referred to in d(3) would include materials such as:

- (1) A slide or film lecture adapted to the member's grade or subject area;
  - (2) A well-organized exhibit of materials - illustrative of the region visited and adapted to grade or subject area;
  - (3) Tapes or records which the member has adapted to classroom use.
- f. In evaluating the trip the Accreditation Board will consider the length and the nature of the trip, its relationship to the member's work, and the value of the teaching materials provided. It is essential that if Quincy is to grant credit for travel and continue such credits, members should show later in their teaching that travel has helped them to be better teachers.
- g. An outline or report of the trip must be sent to the Superintendent's office on or before the following October 15.
12. In addition to this "preparation attainment increment", the regular increment shall be given as of September 1.
13. No member, except as noted under Paragraph 14 of this article shall receive more than five (5) annual increments in salary unless he/she presents evidence of approved professional study equal to six (6) college credits earned during the five (5) year period. School Nurses shall be allowed to utilize Continuing Education Units (C.E.U.'s) to advance in annual step increments, provided that such C.E.U.'s are equivalent to six (6) college credits within each five (5) year period.
14. Members completing thirty years of service in the Quincy Public Schools may advance by normal increments to the maximum of their respective preparation level without regard to the six (6) semester hour requirement.
15. Members not on maximum salaries for their particular salary levels, with the exception noted above in Paragraph 13, will automatically receive the annual increment unless the Committee, upon recommendation of the Superintendent, considers it necessary to withhold an increment from a particular member. It is expected that such procedure will rarely be necessary for members whose qualifications have been judged satisfactory for regular appointment in the schools of Quincy. No one shall attain the maximum who has not presented evidence of approved professional study equal to six (6) college credits earned within the five (5) years immediately preceding. Evidence of the necessary six (6) college credits to obtain maximum in September must be filed in the office of the Superintendent not later than November 1, and not later than April 1, for a February change.

16. The salary paid under the Basic Salary Schedule shall be deemed to have been earned proportionately during the school year and shall be paid in twenty-one (21) equal payments during the school year; or if a member so elects, in twenty-six (26) equal payments on a twelve (12) month installment basis (no lump sum payments). The twenty-one (21) payment plan will be available to members in the employ of the School System as of June 1 of each year. The election made in June is irrevocable for the next school year. In the event that the service of a member shall be discontinued during a school year for any reason other than dismissal for cause, or resignation, except resignation because of pregnancy, any amount of salary earned but unpaid to the date of the termination shall be paid to the member or his legal representative, as the case may be.
17. In lieu of the paychecks described in Section 16 (above), members may elect to have their total net pay deposited directly into their bank accounts.

## **ARTICLE XXV** **LUNCH PERIOD: EXTRA CURRICULAR ACTIVITIES**

1. No member shall be assigned to a schedule of duties pursuant to ARTICLE XIX which does not provide a duty-free lunch period each school day. Members (except school nurses) will be allowed to leave the school building during their lunch period so long as they inform their immediate superior on form provided. School nurses may not leave the school building during their lunch periods. School nurses may leave the school building during their lunch period, but may not leave the school grounds.
2. The Committee and the Association recognize that while participation by members in extracurricular activities sponsored by the Quincy Public Schools and attendance by members at evening meetings related to school matters are desirable as general propositions, participation by a particular member at a particular meeting is not to be required as a condition of employment but is to be decided by such member in the exercise of his/her professional judgment.

## **ARTICLE XXV A** **NON-PROFESSIONAL DUTIES**

The School Committee and the Association acknowledge that a member's primary responsibility is to teach and that his/her energies should to the extent practical be used to this end.

No elementary member is presently being required, and no elementary member shall be required, except in emergencies, to supervise any aspect of the Elementary Lunch Program.

At the Senior High and Middle School level, lunch duty shall be assigned by the principal or his/her designee on a fair and equitable basis consistent with the operational needs of the building.

## **ARTICLE XXVI** **OBSERVANCE OF DUTIES**

This Association agrees that it will not take or encourage the taking of any action contrary to the laws of Massachusetts pertaining to strikes or withholding of services of public employees.

## **ARTICLE XXVII** **PROTECTION**

- A. Members will immediately report all cases of abusive conduct and/or torts suffered by them in connection with their employment to the Superintendent in writing.
- B. The Superintendent will comply with any reasonable request from the member for information in his/her possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the member, the police and the courts. In addition any student involved in such an assault will be promptly and properly disciplined after the responsibility has been established.
- C. The Committee will provide the indemnification for members provided by Section 9 of Chapter 258 of the General Laws of Massachusetts under the conditions set forth in that Section and will include in its budget an appropriation request necessary to provide such indemnification. A copy of said Section 9 is attached hereto as Exhibit C.

## **ARTICLE XXVIII** **REDUCTION IN FORCE**

Subject to the provisions of this Agreement, the Committee retains the right to determine the number of teaching positions and other professional positions which are needed in the school system and also retains the right to determine employees to be laid off.

- 1. A teacher having Professional Teacher Status shall not be laid off if there is a teacher not having Professional Teacher Status whose position the teacher having Professional Teacher Status is qualified to fill.
- 2. Upon determination by the School Committee and/or Superintendent that there shall be lay-offs in any discipline, as set forth below, the following procedures shall apply to teachers having Professional Teacher Status only.

Effective September 1, 2016, in order to comply with all the requirements in the seventh paragraph of G.L. c.71, §42 (as amended by section 3 of Chapter 131 of the Acts of 2012), a teacher in a discipline category who has professional teacher status, and who since September, 2013, or within five (5) years of teaching in Quincy, has always attained either "exemplary" or a "proficient" rating on his or her Summative rating that is given at the conclusion of an

evaluation cycle, will not be laid off if there is a more senior teacher in that discipline category who has professional teacher status but who has been rated as something less than "proficient" on his or her Summative rating given at the conclusion of any two (2) of the past four (4) evaluation cycles for that teacher. (The previous sentence will remain in effect so long as the amendment to the language in the seventh paragraph of G.L. c.71, §42 which was amended by the Acts of 2012 remains in effect.)

Within the following disciplines, lay-offs shall be determined by seniority. In determining the order of teachers to be laid off, teachers shall be laid off by discipline. For the purposes of this Article, discipline shall be:

- a. Pre-school through Grade 6
- b. English - Secondary (7-12)
- c. General Science - Secondary (7-12)  
Biology - Secondary Cert.  
Chemistry - Secondary Cert.  
Physics - Secondary Cert.  
Earth Science - Secondary Cert.  
Aerospace Education
- d. General Mathematics – Secondary  

Algebra	Secondary certification in mathematics and teacher must have a minimum of six (6) college credits in Algebra or equivalent college concentration.
Geometry	Secondary certification in mathematics and teacher must have a minimum of six (6) college credits in Geometry or equivalent college concentration.
Algebra II	Secondary certification in mathematics and teacher must have a minimum of six (6) college credits in Algebra (which may include a survey course in Calculus) or equivalent college concentration.
Trigonometry	Secondary certification in mathematics and a minimum of six (6) college credits in Trigonometry, Calculus, and/or analytical Geometry or equivalent college concentration. Three (3) of these six (6) credits must be Trigonometry.
Calculus	Secondary certification in mathematics and a minimum of six (6) college credits in college Calculus or equivalent college concentration.
- e. Social Studies - Secondary (7-12)

- f. Foreign Language
  - Secondary French
  - Secondary Italian
  - Secondary Spanish
  - Secondary Latin
  - Secondary German
  - Secondary Mandarin
- g. Business Education - Secondary (7-12)
- h. Art - K-Post Graduate
- i. Instrumental Music - K-Post Graduate
- j. Vocal Music - K-Post Graduate
- k. Physical Education - K-Post Graduate
- l. Home Economics - K-Post Graduate
- m. Industrial Arts - K-Post Graduate
- n. Reading - K-12
- o. Library Services - K-12
- p. Teacher of school age children with Special Needs
- q. Teacher of young children with Special Needs
- r. Teacher of school age children with Sensory Handicaps: Vision
- s. Physical Therapist
- t. Occupational Therapist
- u. Guidance Counselor - Elementary
- v. Guidance Counselor – Secondary
- w. Vocational Guidance Counselor
- x. School Psychologist
- y. Speech & Hearing Therapist - K-12
- z. Vocational Technical - by State Certification

- za. Health - K-12
  - zb. Distributive Education - Secondary (7-12)
  - zc. English as a Second Language (ESL)
  - zd. Transitional Bilingual Education
  - ze. Quincy Teen Mothers Program
  - zf. Air Force R.O.T.C.
  - zg. School Nurses
3. Seniority is defined as the length of continuous service from date of initial contract in the Quincy Public Schools. Authorized leaves of absence up to eight (8) weeks, or sabbatical leaves shall be considered time worked for purposes of seniority and lay-off. Authorized leaves of absence without pay shall be considered as continuous service, but will not be considered as time worked for seniority and lay-off.
- In cases involving members who have identical seniority, preference for retention or recall shall be given to the member who has achieved the highest level of training, including degrees, courses (in-service and others) and for Vocational-Technical teachers previous related work experience.
- 4. Members who are to be affected by a reduction in staff shall be notified in writing no later than May 30th of the school year in which the reduction will take effect.
  - 5. The following sections a, b and c shall apply to teachers who have dual certification and bumping rights as set out below, subject to the provisions of Section 2 of this Article.
    - a. In the event that a member, holds dual licensure (one or more DESE licenses), does not maintain his or her licensure in the area in which he or she is currently teaching, that member shall not be permitted to maintain his or her employment with the district regardless of seniority or whether another member has gained Professional Teacher Status or not. This provision shall apply to members in reduction in force situations and for general employment and certification purposes. This provision does not apply in situations where a member has maintained their licensure and their position was eliminated due to a reduction in force. In this situation, the reduction in force language remains unchanged and in the event a member has a certification in another discipline and has taught in the other discipline or certified area for one (1) year or more in Quincy in the past five (5) years,

the laid-off teacher shall have the option of bumping the junior teacher in that discipline.

- b. The dual certified teacher may also prove competence by passing the Graduate Record Examination within five (5) years in the discipline in which he/she has certification but lacks one (1) year of experience in the last five (5) years of teaching.
  - c. If there is no Graduate Record Examination in that discipline, the teacher may prove competence by passing a graduate level examination developed and administered by a graduate level board of three (3) college professors (one (1) chosen by the teacher involved, one (1) by administration, one (1) mutually agreed upon); or a teacher may prove competence by successful completion within the previous five (5) years or a minimum of two (2) graduate courses in the area of specialization. Courses must be completed with a grade of "B" or better. These options, a, b and c must be successfully completed prior to the May 30th notification deadline in order to be valid for the next school year.
6. Laid-off members may continue group Health and Life Insurance coverage during the recall period of eighteen (18) months as provided by the Committee to members of the bargaining unit by reimbursing the Committee for full premium cost. Failure to forward premium payments to the Committee or refusal to return to employment upon recall will terminate this option.
  7. Teachers who are on lay-off because of reduction in force shall be on a recall list for the first eighteen (18) months of lay-off and shall have preference over new applicants for any new position or full-time vacancy that the Superintendent and/or principal is going to fill. The failure of a teacher to accept the assignment within fifteen (15) school days of notification thereof shall automatically remove that teacher from the recall list.
  8. Members of Unit C who are laid off and wish to exercise fallback rights into the bargaining unit described in Article II of this Agreement shall do so in accordance with the following:
    - a. Laid-off members of Unit C at the secondary (High School and Middle School) level may move to a position similar to the one he/she held prior to having been appointed to the administrative post.
    - b. In the event a member of Unit C wishes to exercise bumping rights into a second certification area in the bargaining unit described in ARTICLE II of this Agreement, competence shall be proven in the same manner as classroom teachers.
    - c. Laid-off members of Unit C at the elementary level may replace a junior teaching or non-teaching assistant principal at the elementary level. An

- assistant principal who is bumped has the right to bump the most junior assistant principal. A junior assistant principal who is bumped shall have the right to move to a position similar to the one(s) he/she held prior to having been appointed to the administrative post.
- d. Seniority after the change in status for said administrator(s) shall include the total number of years of continuous service in the Quincy Public Schools, regardless of position.
  - 9. If a principal/assistant principal moves to a classroom position where there are no administrative duties, it is understood that his/her salary will be at the classroom teacher's schedule at whatever years of experience he/she may have.
  - 10. For purposes of lay-off, deans, department heads and department team leaders are considered as classroom teachers. Within their specific areas, lay-offs shall be determined by seniority.
  - 11. On or before January 1 of each year, the Superintendent shall prepare and promulgate a complete seniority list. Said seniority list shall contain the names of each member, his/her seniority and the disciplines in which he/she is teaching and competent as defined by Section 2 and 5 of this article. A copy of said list shall be placed in each school building of the Quincy Public Schools with three (3) copies sent to the Association.
  - 12.
    - a. If school nurses are to be separated from their positions because of lack of work or lack of money or abolition of positions, they shall be separated from employment and shall be reinstated according to the provisions of M.G.L. Chapter 31, as amended.
    - b. The Committee shall notify any school nurse who is to be affected by a reduction in force by June 15 of the school year preceding the school year in which the reduction is to be effected.
    - c. School nurses who have provisional status under M.G. L. chapter 31, shall be laid off in inverse order of seniority, based on Quincy Public Schools hiring date, prior to the layoff of any school nurses with permanent status under M.G.L. Chapter 31.

## **ARTICLE XXIX MIDDLE SCHOOL**

Any and all changes in this Agreement which refer to "Middle School" or "Middle School Personnel" are agreed upon by the parties with the understanding that:

- 1. Such negotiated changes shall not be used as evidence or as a precedent in any court case involving the Middle School/Junior High School issue in the City of Quincy.

2. In the event that a court of competent jurisdiction determines that the Junior High School principals and/or Junior High School assistant principals should be returned to their positions as principals and/or assistant principals in the Quincy Public Schools, any and all items in the Memorandum of Agreement which address such Middle School principals and/or Middle School assistant principals shall become null and void and the applicable language in the Agreement in effect for the school year 1981-82 shall become operative for the term of this Memorandum of Agreement with appropriate salary adjustments.

## **ARTICLE XXX** **LONGEVITY**

In recognition of years of service to the Quincy Public Schools, members shall receive compensation in addition to that specified in Exhibit B as follows:

### **Longevity Plan A**

1.	After 15 years of service	\$400
2.	After 20 years of service	\$500
3.	After 25 years of service	\$600
4.	After 30 years of service	\$750

Said annual compensation shall be paid in a lump-sum payment in the first paycheck in December.

Eligibility for longevity payment shall be based upon a members years of service as of September 10th of the work year of payment.

### **Longevity Plan B**

1. Bargaining unit members with twenty (20) completed years of service in the Quincy Public Schools may elect longevity payments for the three (3) consecutive years following the member's application and acceptance under the provisions of Article XXX in the following amounts:

First year of participation	\$5,000
Second year of participation	\$5,000
Third year of participation	\$5,500
2. Longevity payments specified in Section A (Longevity Plan A) of this Article will cease upon application and acceptance into Longevity Plan B. No member who is receiving or has received payments under Longevity Plan B shall receive payments under Longevity Plan A. Discontinuation in Longevity Plan A shall become effective on September 1 of the school year in which the member receives his/her first payment of five thousand (\$5,000.) dollars.
3. Payment for accumulated and unused sick leave days specified in paragraph 5 of Article X (Sick Leave) will cease upon application and acceptance into Longevity Plan B. In order to be eligible for Longevity Plan B, at the time of application, members must have at least thirty

(30) days of accumulated sick leave. This requirement does not apply to any members hired on July 1, 2013 or thereafter.

4. Bargaining unit members will be entitled to the entire sum of fifteen thousand-five hundred (\$15,500.) dollars regardless of date of termination. Payments will continue until the remaining credit is exhausted if an entitled unit member resigns, retires or otherwise severs his/her employment with the Quincy Public Schools.
5. Members shall be allowed to elect and accept Longevity Plan B only once during their employ by the City of Quincy and the Quincy Public Schools. For any active member who dies during his/her employment, the estate of such employee may elect to take Longevity B as long as the member met the eligibility requirements at the time of death, including a member hired on or after July 1, 2013.
6. Participation in Longevity Plan B is irrevocable thirty (30) days after receipt of notification of acceptance into the Plan.
7. Application for Longevity Plan B shall be made on the *Longevity Plan B Application Form* attached hereto as Exhibit G. Applications must be submitted to the Superintendent on or before June 30, 1999 for participation during the 1999-2000 work year and on or before January 30<sup>th</sup> of the school year prior to the school year in which the payments are to begin for every year thereafter.
8. The number of members accepted into Longevity Plan B shall be limited as set forth in 3B.9 below. The School Committee may unilaterally extend the number of participants at its discretion. In the event the number of applicants exceeds any limitations, participants with the greatest number of years of service to the Quincy Public Schools shall be selected. In case of a tie(s), applicant(s) with the earliest date of hire shall be selected. Further tie(s) shall be determined by lot.
9. The Committee shall provide Longevity Plan B for up to fifty (50) new (first year) participants each year.
10. The Committee and the Association agree to create a Catastrophic Sick Leave Program. (“Program”) The purpose of the Program is to provide additional sick leave for members who are applicants for longevity Plan B and have exhausted their own accumulated sick leave as the result of a life threatening and/or extremely serious illness or accident. The Program shall be subject to the following conditions:
  - A. Members shall apply for up to thirty (30) sick leave days from the Program in writing to the Superintendent.
  - B. Approval of days from the Program shall be made by the Catastrophic Sick Leave Program Committee (“Program Committee”) which shall be composed of the Superintendent and the Association President. Approval of the Program Committee shall require consent of both members.
  - C. Upon approval of the Program Committee, a joint request shall be made to all

members of the bargaining unit for voluntary donations of one or more unused and accumulated sick leave days. Said request shall not contain the identity of the applicant nor shall it identify the nature of the illness or disability. In the event greater than thirty (30) sick leave days are donated, the Program Committee shall determine which donation will be accepted and the remainder shall be returned to the donors.

- D. The Program Committee may request medical documentation.
- E. It is understood that the Program is not to be used for routine illness and accidents.
- F. Decisions of the Program Committee are final.

## **ARTICLE XXXI** **EDUCATION REFORM**

- A. The Quincy Public Schools has a long tradition of committing itself to serious study, inquiry and research into all of the components and outcomes which may transpire when a school system undertakes the task of simultaneously trying to understand itself as an organization and, as the new understanding grows, changing its own organizational nature according to the ever-changing demands of the times.

With the goals of improving education for the students of Quincy and fostering participative decision making among the members of the staff, all the while maintaining the integrity of the collective bargaining process and Agreement, the Committee and the Association agree to create the Task Force on Education Reform (Task Force) as follows:

- 1. The Task Force shall consist of ten (10) members, five (5) to be appointed by the committee and five (5) to be appointed by the Association. The Task Force shall determine its own schedule of meetings and organization.
- 2. The Task Force is empowered to act as the clearinghouse, monitor and/or originator of issues, ideas, and proposals on education reform. Any and all such issues, ideas, and proposals must be presented to the Task Force, in writing, prior to implementation. It is understood that same may originate from the Task Force itself, the Committee, the Association, a school council, a member of the central or building administration or an individual or group of bargaining unit member(s).
- 3. The Task Force may provide criticism, endorsement and/or suggestions for change regarding any matter presented to it at its discretion. It is understood, however, that no action shall be taken on any issue, idea, or proposal which could potentially infringe upon any of the contractual rights of member(s) without written agreement between the duly authorized representatives of the Association and the Committee.
- 4. It is agreed that the Task Force and this Article shall expire on August 31, 2002, and that it shall continue only by mutual agreement of the parties.

B. The Committee and the Association agree that a rich educational program for the students of Quincy should include programs and activities which are not limited to the regular school day. While the parties recognize that Exhibit D of this Agreement demonstrates an effort by all to provide such a diverse program, it is understood that many ideas are never implemented and others are provided for no compensation due to the lack of funding. In recognition of this need, the Association and the Committee agree as follows:

1. An Activity and Stipend Account (ASA) in the amount of seventy-four thousand, twenty-two (\$74,022.) dollars shall be established on September 1 of each school year by the Committee for the purpose of funding the salaries of members who have been approved for and have provided services in activities covered by this provision
2. For purposes of this provision, eligible activities shall include the following:
  - a. before or after school enrichment programs;
  - b. summer enrichment programs;
  - c. school vacation (December, February, April) enrichment programs; and
  - d. any programs approved by the Task Force on Education Reform described in Section A (above) which provides services outside of the regular school day and/or year.

Activities for which compensation is provided in Exhibits B or D of this Agreement are not eligible for compensation from the ASA. Further, whereas the vast majority of the contractually funded activities are at the high school and middle school levels, it is intended that most, if not all of the ASA shall be dedicated to elementary school activities.

3. Participation by members in all ASA funded activities shall be strictly on a voluntary basis and shall be compensated at the hourly rate set forth in Exhibit D.

All ASA funded activities shall be subject to the approval of the member's principal. Activities which involve more than one school shall be subject to approval by the Superintendent or his/her designee.

4. In order to ensure the fair and equitable distribution of funds, the Task Force on Education Reform shall monitor and make recommendations to the Superintendent as to the annual distribution of ASA funds.

## **ARTICLE XXXII** **PROFESSIONAL DISCRETIONARY FUND**

In recognition of the economic demands placed upon teachers to remain current and licensed in their fields of expertise, to provide a meaningful learning environment within the classrooms of the Quincy Public Schools and to continue to grow professionally for the good of all within the community, the Committee and the Association agree as follows:

- A. A Professional Discretionary Fund (PDF) shall be established on September 1 of each school year by the Committee for each member of the bargaining unit in active service or on approved paid leave of absence in the following amounts:

School Year 2012-2013	\$350.00
School Year 2013-2014	\$375.00
School Year 2014-2015	\$400.00

- B. The PDF may be used, at the discretion of the unit member, for the following purposes:
1. Recertification costs;
  2. Course reimbursement;
  3. Educational supplies, materials, or equipment for individual professional use;
  4. Other professional development
- C. Eligible members shall submit either a PDF REQUEST FOR REIMBURSEMENT (see attached Appendix F) or a Quincy School Department Purchase Requisition to access the funds in their PDF.
- D. Funds in the PDF must be utilized on or before May 15 of each year. Requests for reimbursement shall be submitted to the Business Office by September 30 for payment in October, prior to the December vacation for payment in January and prior to May 15 for payment in June on a request form with verification mutually agreeable to the parties.
- E. If a member resigns, retires, dies, or otherwise terminates his/her employment with the Quincy Public Schools, the unexpended balance for that contract year of their PDF shall be transferred to the replacement teacher.

#### **ARTICLE XXXIII DURATION**

This Agreement encompasses 2 successor agreements and shall become effective September 1, 2015 and shall remain in full force and effect through August 31, 2020.

IN WITNESS WHEREOF the parties of this Contract have caused these presents to be executed by their agent hereunto duly authorized, and their seals to be affixed hereto, on the date first above written.

SCHOOL COMMITTEE OF  
THE CITY OF QUINCY

By: Richard DeCastro

QUINCY EDUCATION ASSOCIATION,  
INC.

By: Alison J. Lax

**EXHIBIT A**  
**GENERAL LAWS CHAPTER 71**  
**SECTIONS 41, 41A, 42, 42D, 43**

**Section 41. Professional Teacher Status**

For the purposes of this section, a teacher, school librarian, school adjustment counselor, school nurse, school social worker or school psychologist who has served in the public schools of a school district for the three previous consecutive school years shall be considered a teacher, and shall be entitled to professional teacher status as provided in section forty-two. The superintendent of said district, upon the recommendation of the principal, may award such status to any teacher who has served in the principal's school for not less than one year or to a teacher who has obtained such status in any other public school district in the commonwealth. A teacher without professional teacher status shall be notified in writing on or before June fifteenth whenever such person is not to be employed for the following school year. Unless such notice is given as herein provided, a teacher without such status shall be deemed to be appointed for the following school year.

School principals, by whatever title their position may be known, shall not be represented in collective bargaining, but each principal, upon the written request of the principal, shall meet and discuss the terms and conditions of the principal's employment in the principal's school district with the district's superintendent or the superintendent's designee, at a time to be determined by the superintendent and may be represented by an attorney or other representative. School principals shall enter into individual employment contracts with their employing districts concerning the terms and conditions of employment. The initial contract with each individual school district shall be for not less than 1 year nor more than 3 years. The second and subsequent contracts shall be for not less than 3 nor more than 5 years unless: (i) said contract is a 1 year contract based on the failure of the superintendent to notify the principal of the proposed nonrenewal of his contract pursuant to this section; or (ii) both parties agree to a shorter term of employment. Notwithstanding the past employment conditions of a school principal, the conditions established by this paragraph shall apply to the initial contract of each school principal. Failure of the superintendent to notify a principal of the proposed nonrenewal of his contract at least sixty days prior to the expiration date of such contract shall automatically renew the contract for an additional one year period.

Except as provided herein, section forty-two shall not apply to school principals, assistant principals or department heads, although nothing in this section shall deny to any principal, assistant principal or department head any professional teacher status to which he shall otherwise be entitled. A principal, assistant principal, department head or other supervisor who has served in that position in the public schools of the district for three consecutive years shall not be dismissed or demoted except for good cause. Only a superintendent may dismiss a principal. A principal, assistant principal, department head or other supervisor shall not be dismissed unless he has been furnished with a written notice of intent to dismiss with an explanation of the grounds for the dismissal, and, if he so requests, has been given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the superintendent at which meeting such employee may be represented by an attorney or other representative to present

information pertaining to the bases for the decision and to such employee's status. A principal, assistant principal, department head or other supervisor may seek review of a dismissal or demotion decision by filing a petition with the commissioner for arbitration. Except as provided herein, the procedures for arbitration, and the time allowed for the arbitrator to issue a decision, shall be the same as that in section forty-two. The commissioner shall provide the parties with the names of three arbitrators who are members of the American Arbitration Association. The arbitrators shall be different from those developed pursuant to section forty-two. The parties each shall have the right to strike one of the three arbitrator's names if they are unable to agree upon a single arbitrator from amongst the three.

A school committee may award a contract to a superintendent of schools or a school business administrator for periods not exceeding six years which may provide for the salary, fringe benefits, and other conditions of employment, including but not limited to, severance pay, relocation expenses, reimbursement for expenses incurred in the performance of duties or office, liability insurance, and leave for said superintendent or school business administrator. Nothing in this section shall be construed to prevent a school committee from voting to employ a superintendent of schools who has completed three or more years' service to serve at its discretion.

#### **Section 41A: Leaves of Absence of Professional Staff**

A school committee may grant a leave of absence for study or research to any teacher, registered nurse, principal, supervisor, director, school librarian, school business administrator, superintendent or assistant superintendent, serving at discretion which would increase his professional ability, such leave to be for a period not exceeding one (1) year at full or partial pay; provided, however, that prior to the granting of such leave he/she shall enter into a written agreement with the school committee that upon termination of such leave he/she will return to service in the public schools of such city or town for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund to the city or town an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. A school committee may also grant a leave of absence to any teacher, registered nurse, principal, supervisor, school business administrator, or superintendent serving at discretion, for service to a statewide professional organization of which such teacher, registered nurse, principal, supervisor, school business administrator, or superintendent is a member and has been elected to hold the office of president therein, such leave to be for a period not exceeding four (4) full years at full or partial pay; provided, that such professional educational organization shall reimburse the school committee for any salary paid to said teacher, registered nurse, principal, supervisor, school business administrator, or superintendent during such period. A school committee may pay compensation to any employee granted a leave of absence under this section from any grants or gifts received for the purpose of this section pursuant to section thirty-seven A (37A), as well as from funds appropriated therefor.

Any teacher, registered nurse, principal, supervisor, director, school librarian, school business administrator, superintendent or assistant superintendent, who is elected to a state office, or elected by the people to the office of mayor shall, upon his written request made to the school committee, be granted a leave of absence without pay from his position for all or such portion of the term for which he was elected as he may from time to time designate, and shall not as a result of such election, be suspended or discharged or suffer any loss of rights.

## **Section 42: Dismissal of Teachers**

A principal may dismiss or demote any teacher or other person assigned full-time to the school, subject to the review and approval of the superintendent; and subject to the provisions of this section, the superintendent may dismiss any employee of the school district. In the case of an employee whose duties require him to be assigned to more than one (1) school, and in the case of teachers who teach in more than one (1) school, those persons shall be considered to be under the supervision of the superintendent for all decisions relating to dismissal or demotion for cause.

A teacher who has been teaching in a school system for at least ninety (90) calendar days shall not be dismissed unless he/she has been furnished with written notice of intent to dismiss and with an explanation of the grounds for the dismissal in sufficient detail to permit the teacher to respond and documents relating to the grounds for dismissal, and, if he/she so requests, has been given a reasonable opportunity within ten (10) school days after receiving such written notice to review the decision with the principal or superintendent, as the case may be, and to present information pertaining to the basis for the decision and to the teacher's status. The teacher receiving such notice may be represented by an attorney or other representative at such a meeting with the principal or superintendent. Teachers without professional teacher status shall otherwise be deemed employees at will.

A teacher with professional teacher status, pursuant to section forty-one (41), shall not be dismissed except for inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination, or failure on the part of the teacher to satisfy teacher performance standards developed pursuant to section thirty-eight (38) of this chapter, or other just cause.

A teacher with professional teacher status may seek review of a dismissal decision within thirty (30) days after receiving notice of his/her dismissal by filing a petition for arbitration with the commissioner. The commissioner shall forward to the parties a list of three (3) arbitrators provided by the American Arbitration Association. Each person on the list shall be accredited by the National Academy of Arbitrators. The parties each shall have the right to strike one (1) of the three (3) arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association to be consistent with the provisions of this section. The parties each shall have the right to strike one (1) of the three (3) arbitrators' names if they are unable to agree upon a single arbitrator from among the three. The board of education shall determine the process for selecting arbitrators for the pool. The fee for the arbitration shall be split equally between the two parties involved in the arbitration.

At the arbitral hearing, the teacher and the school district may be represented by an attorney or other representative, present evidence, and call witnesses and the school district shall have the burden of proof. In determining whether the district has proven grounds for dismissal consistent with this section, the arbitrator shall consider the best interests of the pupils in the district and the need for elevation of performance standards.

The arbitrator's decision shall be issued within one (1) month from the completion of the arbitral hearing, unless all parties involved agree otherwise, and shall contain a detailed statement of the reasons for the decision. Upon a finding that the dismissal was improper under the standards set forth in this section, the arbitrator may award back pay benefits, reinstatement, and any other

appropriate non-financial relief or any combination thereof. Under no circumstances shall the arbitrator award punitive, consequential, or nominal damages, or compensatory damages other than back pay, benefits, or reinstatement. In the event the teacher is reinstated, the period between the dismissal and reinstatement shall be considered to be time served for purposes of employment. The arbitral decision shall be subject to judicial review as provided in chapter one hundred and fifty C (150C). With the exception of other remedies provided by statute, the remedies provided hereunder shall be the exclusive remedies available to teachers for wrongful termination. The rules governing this arbitration procedure shall be the rules of the American Arbitration Association as pertains to arbitration.

Neither this section nor section forty-one (41) shall affect the right of a superintendent to lay off teachers pursuant to reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. No teacher with such status shall be displaced by a more senior teacher with such status in accordance with the terms of a collective bargaining agreement or otherwise unless the more senior teacher is currently qualified pursuant to section thirty-eight G (38G) for the junior teacher's position,

### **Section 42D: Suspension of Teachers**

The superintendent may suspend any employee of the school district subject to the provisions of this section. The principal of a school may suspend any teacher or other employee assigned to the school subject to the provisions of this section. Any employee shall have seven (7) days written notice of the intent to suspend and the grounds upon which the suspension is to be imposed; provided, however, that the superintendent may, for good cause, require the immediate suspension of any employee, in which case the employee shall receive written notice of the immediate suspension and the cause therefor at the time the suspension is imposed. The employee shall be entitled (I) to review the decision to suspend with the superintendent or principal if said decision to suspend was made by the principal; (II) to be represented by counsel in such meetings; (III) to provide information pertinent to the decision and to the employee's status.

No teacher or other employee shall be suspended for a period exceeding one (1) month, except with the consent of the teacher or other employee, and no teacher or other employee shall receive compensation for any period of lawful suspension.

No teacher shall be interrogated prior to any notice given to him relative to the suspension unless the teacher or other employee is notified of his right to be represented by counsel during any such investigation. A suspended teacher or other employee may seek review of the suspension by following the arbitration procedures set forth in section forty-two (42). Nothing in this section shall be construed as limiting any provision of a collective bargaining agreement with respect to suspension of teachers or other employees.

### **Section 43 Reduction of Salaries; Conditions**

The salary of no teacher employed with professional teacher status in any city or town except Boston shall be reduced without his consent except by a general salary revision affecting equally all teachers of the same salary grade in the town or except in connection with a reduction in

status from full-time to part-time pursuant to a reduction in force resulting from declining enrollments or other budgetary reasons or pursuant to reorganizations for academic or budgetary reasons. Nothing in this section or in any other section of this chapter shall be construed to prevent a school district from entering into an individual annuity contract for such employee or from reducing the salary or compensation of such employee pursuant to such agreement for the purpose of such purchase as authorized by section thirty-seven B (37B).

## EXHIBIT B-1

### **Quincy Public Schools Teacher Salary Schedule**

#### **Teacher's Salary Schedule Step & Level**

**Effective 8/31/15**

**(New Level 6.5 at \$750 more than Level 6)**

<b>4 YEAR LEVEL</b>		<b>4 1/2 YEAR LEVEL</b>		<b>5 YEAR LEVEL</b>	
<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>
2	45,514	2	47,645	2	49,777
3	48,072	3	50,203	3	52,334
4	52,334	4	54,465	4	56,597
5	55,318	5	57,449	5	59,579
6	58,301	6	60,432	6	62,564
7	61,285	7	63,416	7	65,547
8	64,268	8	66,398	8	68,530
9	67,253	9	69,383	9	71,515
10	71,941	10	74,071	10	74,498
				11	79,186

<b>5 1/2 YEAR LEVEL</b>		<b>6 YEAR LEVEL</b>		<b>6 1/2 YEAR LEVEL</b>		<b>7 YEAR LEVEL</b>	
<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>
2	51,908	2	54,040	2	54,790	2	56,170
3	54,465	3	56,597	3	57,347	3	58,729
4	58,729	4	60,859	4	61,609	4	62,989
5	61,710	5	63,842	5	64,592	5	65,974
6	64,696	6	66,826	6	67,576	6	68,957
7	67,677	7	69,809	7	70,559	7	71,941
8	70,661	8	72,792	8	73,542	8	74,923
9	73,646	9	75,777	9	76,527	9	77,908
10	76,629	10	78,760	10	79,510	10	80,891
11	81,316	11	81,744	11	82,494	11	83,875
		12	86,434	12	87,184	12	88,565

Placement on the 4-Year Level requires a Bachelor's Degree.

Placement on the 4 1/2 -Year Level requires a Bachelor's Degree plus 15 semester hours.

Placement on the 5 -Year Level requires a Master's Degree or 30 semester hours beyond the 4-Year Level

Placement on the 5 1/2 -Year Level requires a Master's Degree plus 15 semester hours or a Bachelor's Degree and 45 semester hours.

Placement on the 6 -Year Level requires a Master's Degree and 60 semester hours beyond the 4-Year Level.

Placement on the 6 1/2 -Year Level requires a Master's Degree plus 45 semester hours

Placement on the 7 -Year Level requires a Doctorate Degree

## **EXHIBIT B- 2**

### **Quincy Public Schools Teacher Salary Schedule Teacher's Salary Schedule Step & Level Effective 9/1/15**

**(Increase of 1%)**

<b>4 YEAR LEVEL</b>		<b>4 1/2 YEAR LEVEL</b>		<b>5 YEAR LEVEL</b>	
<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>
2	45,969	2	48,121	2	50,275
3	48,553	3	50,705	3	52,857
4	52,857	4	55,010	4	57,163
5	55,871	5	58,023	5	60,175
6	58,884	6	61,036	6	63,190
7	61,898	7	64,050	7	66,202
8	64,911	8	67,062	8	69,215
9	67,926	9	70,077	9	72,230
10	72,660	10	74,812	10	75,243
				11	79,978

<b>5 1/2 YEAR LEVEL</b>		<b>6 YEAR LEVEL</b>		<b>6 1/2 YEAR LEVEL</b>		<b>7 YEAR LEVEL</b>	
<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>
2	52,427	2	54,580	2	55,338	2	56,732
3	55,010	3	57,163	3	57,920	3	59,316
4	59,316	4	61,468	4	62,225	4	63,619
5	62,327	5	64,480	5	65,238	5	66,634
6	65,343	6	67,494	6	68,252	6	69,647
7	68,354	7	70,507	7	71,265	7	72,660
8	71,368	8	73,520	8	74,277	8	75,672
9	74,382	9	76,535	9	77,292	9	78,687
10	77,395	10	79,548	10	80,305	10	81,700
11	82,129	11	82,561	11	83,319	11	84,714
		12	87,298	12	88,056	12	89,451

Placement on the 4-Year Level requires a Bachelor's Degree.

Placement on the 4 1/2 -Year Level requires a Bachelor's Degree plus 15 semester hours.

Placement on the 5 -Year Level requires a Master's Degree or 30 semester hours beyond the 4-Year Level

Placement on the 5 1/2 -Year Level requires a Master's Degree plus 15 semester hours or a Bachelor's Degree and 45 semester hours.

Placement on the 6 -Year Level requires a Master's Degree and 60 semester hours beyond the 4-Year Level.

Placement on the 6 1/2 -Year Level requires a Master's Degree plus 45 semester hours

Placement on the 7 -Year Level requires a Doctorate Degree

### EXHIBIT B-3

**Quincy Public Schools Teacher Salary Schedule**  
**Teacher's Salary Schedule Step & Level**  
**Effective 9/1/16**  
**(Increase of 2%)**

4 YEAR LEVEL		4 1/2 YEAR LEVEL		5 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	46,888	2	49,083	2	51,281
3	49,524	3	51,719	3	53,914
4	53,914	4	56,110	4	58,306
5	56,988	5	59,183	5	61,379
6	60,062	6	62,257	6	64,454
7	63,136	7	65,331	7	67,526
8	66,209	8	68,403	8	70,599
9	69,285	9	71,479	9	73,675
10	74,113	10	76,308	10	76,748
				11	81,578

5 1/2 YEAR LEVEL		6 YEAR LEVEL		6 1/2 YEAR LEVEL		7 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	53,476	2	55,672	2	56,445	2	57,867
3	56,110	3	58,306	3	59,078	3	60,502
4	60,502	4	62,697	4	63,470	4	64,891
5	63,574	5	65,770	5	66,543	5	67,967
6	66,650	6	68,844	6	69,617	6	71,040
7	69,721	7	71,917	7	72,690	7	74,113
8	72,795	8	74,990	8	75,763	8	77,185
9	75,870	9	78,066	9	78,838	9	80,261
10	78,943	10	81,139	10	81,911	10	83,334
11	83,772	11	84,212	11	84,985	11	86,408
		12	89,044	12	89,817	12	91,240

Placement on the 4-Year Level requires a Bachelor's Degree.

Placement on the 4 1/2 -Year Level requires a Bachelor's Degree plus 15 semester hours.

Placement on the 5 -Year Level requires a Master's Degree or 30 semester hours beyond the 4-Year Level

Placement on the 5 1/2 -Year Level requires a Master's Degree plus 15 semester hours or a Bachelor's Degree and 45 semester hours.

Placement on the 6 -Year Level requires a Master's Degree and 60 semester hours beyond the 4-Year Level.

Placement on the 6 1/2 -Year Level requires a Master's Degree plus 45 semester hours

Placement on the 7 -Year Level requires a Doctorate Degree

## EXHIBIT B-4

**Quincy Public Schools Teacher Salary Schedule  
Teacher's Salary Schedule Step & Level  
Effective 9/1/17  
(Increase of 2%)**

4 YEAR LEVEL		4 1/2 YEAR LEVEL		5 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	47,826	2	50,065	2	52,307
3	50,514	3	52,753	3	54,992
4	54,992	4	57,232	4	59,472
5	58,128	5	60,367	5	62,607
6	61,263	6	63,502	6	65,743
7	64,399	7	66,638	7	68,877
8	67,533	8	69,771	8	72,011
9	70,671	9	72,909	9	75,149
10	75,595	10	77,834	10	78,283
				11	83,210

  

5 1/2 YEAR LEVEL		6 YEAR LEVEL		6 1/2 YEAR LEVEL		7 YEAR LEVEL	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
2	54,546	2	56,785	2	57,574	2	59,024
3	57,232	3	59,472	3	60,260	3	61,712
4	61,712	4	63,951	4	64,739	4	66,189
5	64,845	5	67,085	5	67,874	5	69,326
6	67,983	6	70,221	6	71,009	6	72,461
7	71,115	7	73,355	7	74,144	7	75,595
8	74,251	8	76,490	8	77,278	8	78,729
9	77,387	9	79,627	9	80,415	9	81,866
10	80,522	10	82,762	10	83,549	10	85,001
11	85,447	11	85,896	11	86,685	11	88,136
		12	90,825	12	91,613	12	93,065

Placement on the 4-Year Level requires a Bachelor's Degree.

Placement on the 4 1/2 -Year Level requires a Bachelor's Degree plus 15 semester hours.

Placement on the 5 -Year Level requires a Master's Degree or 30 semester hours beyond the 4-Year Level

Placement on the 5 1/2 -Year Level requires a Master's Degree plus 15 semester hours or a Bachelor's Degree and 45 semester hours.

Placement on the 6 -Year Level requires a Master's Degree and 60 semester hours beyond the 4-Year Level.

Placement on the 6 1/2 -Year Level requires a Master's Degree plus 45 semester hours

Placement on the 7 -Year Level requires a Doctorate Degree

## EXHIBIT B-5

### **Quincy Public Schools Teacher Salary Schedule**

#### **Teacher's Salary Schedule Step & Level**

**Effective 9/1/18**

**(Increase of 2%)**

<b>4 YEAR LEVEL</b>		<b>4 1/2 YEAR LEVEL</b>		<b>5 YEAR LEVEL</b>	
<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>
2	48,783	2	51,066	2	53,353
3	51,524	3	53,808	3	56,092
4	56,092	4	58,377	4	60,661
5	59,291	5	61,574	5	63,859
6	62,488	6	64,772	6	67,058
7	65,687	7	67,971	7	70,255
8	68,884	8	71,166	8	73,451
9	72,084	9	74,367	9	76,652
10	77,107	10	79,391	10	79,849
				11	84,874

<b>5 1/2 YEAR LEVEL</b>		<b>6 YEAR LEVEL</b>		<b>6 1/2 YEAR LEVEL</b>		<b>7 YEAR LEVEL</b>	
<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>
2	55,637	2	57,921	2	58,725	2	60,204
3	58,377	3	60,661	3	61,465	3	62,946
4	62,946	4	65,230	4	66,034	4	67,513
5	66,142	5	68,427	5	69,231	5	70,713
6	69,343	6	71,625	6	72,429	6	73,910
7	72,537	7	74,822	7	75,627	7	77,107
8	75,736	8	78,020	8	78,824	8	80,304
9	78,935	9	81,220	9	82,023	9	83,503
10	82,132	10	84,417	10	85,220	10	86,701
11	87,156	11	87,614	11	88,419	11	89,899
		12	92,642	12	93,445	12	94,926

Placement on the 4-Year Level requires a Bachelor's Degree.

Placement on the 4 1/2 -Year Level requires a Bachelor's Degree plus 15 semester hours.

Placement on the 5 -Year Level requires a Master's Degree or 30 semester hours beyond the 4-Year Level

Placement on the 5 1/2 -Year Level requires a Master's Degree plus 15 semester hours or a Bachelor's Degree and 45 semester hours.

Placement on the 6 -Year Level requires a Master's Degree and 60 semester hours beyond the 4-Year Level.

Placement on the 6 1/2 -Year Level requires a Master's Degree plus 45 semester hours

Placement on the 7 -Year Level requires a Doctorate Degree

## **EXHIBIT B-6**

### **Quincy Public Schools Teacher Salary Schedule Teacher's Salary Schedule Step & Level Effective 9/1/19 (Increase of 3%)**

<b>4 YEAR LEVEL</b>		<b>4 1/2 YEAR LEVEL</b>		<b>5 YEAR LEVEL</b>	
<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>
2	50,246	2	52,598	2	54,954
3	53,070	3	55,422	3	57,775
4	57,775	4	60,128	4	62,481
5	61,070	5	63,421	5	65,775
6	64,363	6	66,715	6	69,070
7	67,658	7	70,010	7	72,363
8	70,951	8	73,301	8	75,655
9	74,247	9	76,598	9	78,952
10	79,420	10	81,773	10	82,244
				11	87,420

<b>5 1/2 YEAR LEVEL</b>		<b>6 YEAR LEVEL</b>		<b>6 1/2 YEAR LEVEL</b>		<b>7 YEAR LEVEL</b>	
<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>	<b>STEP</b>	<b>AMOUNT</b>
2	57,306	2	59,659	2	60,487	2	62,010
3	60,128	3	62,481	3	63,309	3	64,834
4	64,834	4	67,187	4	68,015	4	69,538
5	68,126	5	70,480	5	71,308	5	72,834
6	71,423	6	73,774	6	74,602	6	76,127
7	74,713	7	77,067	7	77,896	7	79,420
8	78,008	8	80,361	8	81,189	8	82,713
9	81,303	9	83,657	9	84,484	9	86,008
10	84,596	10	86,950	10	87,777	10	89,302
11	89,771	11	90,242	11	91,072	11	92,596
		12	95,421	12	96,248	12	97,774

Placement on the 4-Year Level requires a Bachelor's Degree.

Placement on the 4 1/2 -Year Level requires a Bachelor's Degree plus 15 semester hours.

Placement on the 5 -Year Level requires a Master's Degree or 30 semester hours beyond the 4-Year Level

Placement on the 5 1/2 -Year Level requires a Master's Degree plus 15 semester hours or a Bachelor's Degree and 45 semester hours.

Placement on the 6 -Year Level requires a Master's Degree and 60 semester hours beyond the 4-Year Level.

Placement on the 6 1/2 -Year Level requires a Master's Degree plus 45 semester hours

Placement on the 7 -Year Level requires a Doctorate Degree

**EXHIBIT C**

**CH. 258, S.9 INDEMNIFICATION OF PUBLIC EMPLOYEES**

Public employers may indemnify public employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed one million dollars (\$1,000,000.) arising out of any claim. Action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law; if such employee or official at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment. No such employee or official shall be indemnified under this section for violation of such civil rights if he acted in a grossly negligent, willful or malicious manner.

For purposes of this section persons employed by a joint health district, regional health district or regional board of health, as defined by sections twenty-seven A (27A) and twenty-seven B (27B) or chapter one hundred and eleven (C.111), shall be considered employees of the city or town in which said incident, claim, suit, or judgment is brought pursuant to the provisions of this chapter. Added by St. 1978, c.512, s.15; amended by St. 1980, c.315, s.2.

**EXHIBIT D**  
**SCHEDULE OF DIFFERENTIALS AND STIPENDS**

Date	09/01/15	09/01/16	09/01/17	09/01/18	09/01/19
Rate	1.00%	2.00%	2.00%	2.00%	3.00%

A member of the Professional Staff being compensated under the following categories, I, II, IV through VII will be limited to holding two (2) such positions during the regular school year unless there is no qualified applicant available - effective September 1, 1973, and thereafter

**CATEGORY I:**

Head Guidance Counselor Middle School	2,163.00	2,206.00	2,250.00	2,295.00	2,364.00
High School Department Heads					
Supervising 8 teachers or more	4,278.00	4,364.00	4,451.00	4,540.00	4,676.00
Supervising 7 teachers of less	3,007.00	3,067.00	3,128.00	3,191.00	3,287.00
Teachers of Physically Handicapped and Special Classes					
Deans					
Deans	4,498.00	4,588.00	4,680.00	4,774.00	4,917.00
Adjustment Service Workers and Psychometrists	1,935.00	1,974.00	2,013.00	2,053.00	2,115.00

**CATEGORY II:**

Evening Program Director of Div. of Practical Arts	6,405.00	6,533.00	6,664.00	6,797.00	7,001.00
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**CATEGORY III:**

Summer Program Director	4,473.00	4,562.00	4,653.00	4,746.00	4,888.00
Director of Extension Programs - Summer	5,546.00	5,657.00	5,770.00	5,885.00	6,062.00
Director of Extension Programs - School Year	13,862.00	14,139.00	14,422.00	14,710.00	15,151.00

<b>HOURLY RATE</b>	35.57	36.28	37.01	37.75	38.88
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**HOURLY RATE FOR CATEGORIES I THROUGH V:****CATEGORY I:**

Home Teachers of Physically Handicapped Children

**CATEGORY II:**

Director of Div. Adult Civic Education  
Classroom Teachers (Business and Academic H.S. Level)  
Classroom Teachers (Practical Arts and Adult Civic Education)

**CATEGORY III:**

Classroom Teachers

**CATEGORY IV:**

Programs receiving financial support from the Federal Government  
Project Directors or Coordinators\*

Classroom teachers working in a program requiring out-side preparation

Classroom teachers and others (Guidance Counselors) working on a program not requiring outside preparation

\* If any exception to this stipend is desired, it is to be negotiated with the Association before Project Proposal is submitted to the Federal Government.

\*\* For those members who are appointed to these posts prior to 9/1/72

#### **CATEGORY V:**

Scheduling Duties in Data Processing Center

#### **CATEGORY VI:**

Extra-Curricular Activities

The faculty sponsor of any extra curricular activity (exclusive of activities or programs cited elsewhere on Exhibit D) which meets more than thirty (30) hours in one (1) school year will be compensated as follows:

Extra curricular activity in excess of thirty hours	681.00	695.00	709.00	723.00	745.00
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Athletic Intermural programs are excluded (See Category VII).

Activities for which a fixed stipend in excess of \$200 is provided for faculty supervisor:

#### **Senior High School**

Yearbook - each school	4,138.00	4,221.00	4,305.00	4,391.00	4,523.00
Student Newspaper (plus \$25 each issue)	878.00	896.00	914.00	932.00	960.00
Drama Club (plus \$500 per play)	1,401.00	1,429.00	1,458.00	1,487.00	1,532.00
Debating Team	1,448.00	1,477.00	1,507.00	1,537.00	1,583.00
Student Council	1,088.00	1,110.00	1,132.00	1,155.00	1,190.00

Senior Class Advisor	912.00	930.00	949.00	968.00	997.00
Junior Class Advisor	912.00	930.00	949.00	968.00	997.00
Supply and Book Rooms	1,258.00	1,283.00	1,309.00	1,335.00	1,375.00
Band Director (Marching)	7,028.00	7,169.00	7,312.00	7,458.00	7,682.00
Band Director (No Marching)	3,512.00	3,582.00	3,654.00	3,727.00	3,839.00
Cheer Leader Advisor (All Seasons)	3,066.00	3,127.00	3,190.00	3,254.00	3,352.00
Student Union Advisor	1,006.00	1,026.00	1,047.00	1,068.00	1,100.00
Choral Director, North Quincy High School	7,028.00	7,169.00	7,312.00	7,458.00	7,682.00
Community Service Learning Stipends					
Community Service Coordinator	3,677.00	3,751.00	3,826.00	3,903.00	4,020.00
Senior Class Advisor - Community Service	398.00	406.00	414.00	422.00	435.00
Junior Class Advisor - Community Service	398.00	406.00	414.00	422.00	435.00
Sophomore Class Advisor - Community Service	1,309.00	1,335.00	1,362.00	1,389.00	1,431.00
Freshmen Class Advisor - Community Service	1,309.00	1,335.00	1,362.00	1,389.00	1,431.00

## CATEGORY VII:

Physical Education Intermural Programs

Members who are appointed to conduct intermural programs at the Middle School level shall be compensated at the following hourly rates:

Middle School intermural programs hourly rate	35.57	36.28	37.01	37.75	38.88
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## CATEGORY VIII:

Coaches and Other Athletic Positions

The following categories are established for head coaches and assistant coaches:

A: Football

B: Basketball (boys & girls), Baseball, Hockey, Softball, Soccer (boys & girls), Volleyball, Swimming (boys & girls)

Spring Track (boys & girls) Wrestling, Indoor Track 9boys & girls)

C: Tennis (boys & girls), Gymnastics (boys & girls), Golf, Cross Country (boys & girls)

D: Faculty Manager High School & Middle School, Rifle, Intra-mural Director

E: All Middle School Sports 9six week program)

## CATEGORY A

### Football

High Schools - 2 head coaches	10,694.00	10,908.00	11,126.00	11,349.00	11,689.00
High Schools - 8 assistant coaches	4,982.00	5,082.00	5,184.00	5,288.00	5,447.00
Freshmen - 2 coaches	3,159.00	3,222.00	3,286.00	3,352.00	3,453.00

## CATEGORY B

### Basketball (Girls or Boys)

High Schools - 2 head coaches	6,354.00	6,481.00	6,611.00	6,743.00	6,945.00
High Schools - 2 assistant coaches	3,533.00	3,604.00	3,676.00	3,750.00	3,863.00
Freshmen - 2 coaches	2,804.00	2,860.00	2,917.00	2,975.00	3,064.00

### Hockey (Boys)

High Schools - 2 head coaches	6,090.00	6,212.00	6,336.00	6,463.00	6,657.00
High Schools - 2 assistant coaches	3,300.00	3,366.00	3,433.00	3,502.00	3,607.00
Freshmen - 2 coaches	2,479.00	2,529.00	2,580.00	2,632.00	2,711.00

### Baseball and Softball

High Schools - 2 head coaches	5,575.00	5,687.00	5,801.00	5,917.00	6,095.00
High Schools - 2 assistant coaches	3,332.00	3,399.00	3,467.00	3,536.00	3,642.00
Freshmen - 2 coaches	2,479.00	2,529.00	2,580.00	2,632.00	2,711.00

### Wrestling

High Schools - 2 head coaches	5,380.00	5,488.00	5,598.00	5,710.00	5,881.00
High Schools - 2 assistant coaches	3,143.00	3,206.00	3,270.00	3,335.00	3,435.00

### Soccer (Girls or Boys)

High Schools - 2 head coaches	5,380.00	5,488.00	5,598.00	5,710.00	5,881.00
High Schools - 2 assistant coaches	3,226.00	3,291.00	3,357.00	3,424.00	3,527.00
Freshmen - 2 coaches	2,302.00	2,348.00	2,395.00	2,443.00	2,516.00

Spring Track (Girls or Boys)					
High Schools - 2 head coaches	5,380.00	5,488.00	5,598.00	5,710.00	5,881.00
High Schools - 2 assistant coaches	3,143.00	3,206.00	3,270.00	3,335.00	3,435.00
Swimming (Girls or Boys)					
High Schools - 2 head coaches	5,380.00	5,488.00	5,598.00	5,710.00	5,881.00
High Schools - 2 assistant coaches	3,143.00	3,206.00	3,270.00	3,335.00	3,435.00
Indoor Track (Girls or Boys)					
High Schools - 2 head coaches	5,380.00	5,488.00	5,598.00	5,710.00	5,881.00
High Schools - 2 assistant coaches	3,143.00	3,206.00	3,270.00	3,335.00	3,435.00
Volleyball (Girls or Boys)					
High Schools - 2 head coaches	5,380.00	5,488.00	5,598.00	5,710.00	5,881.00
High Schools - 2 assistant coaches	3,143.00	3,206.00	3,270.00	3,335.00	3,435.00
Freshmen - 2 coaches	2,302.00	2,348.00	2,395.00	2,443.00	2,516.00
 CATEGORY C					
Gymnastics (Girls or Boys)					
High Schools - 2 head coaches	3,721.00	3,795.00	3,871.00	3,948.00	4,066.00
High Schools - 2 assistant coaches	2,412.00	2,460.00	2,509.00	2,559.00	2,636.00
Cross Country (Girls or Boys)					
High Schools - 2 head coaches	3,635.00	3,708.00	3,782.00	3,858.00	3,974.00
Tennis (Girls or Boys)					
High Schools - 2 head coaches	3,477.00	3,547.00	3,618.00	3,690.00	3,801.00
Golf (Girls or Boys)					
High Schools - 2 head coaches	3,296.00	3,362.00	3,429.00	3,498.00	3,603.00
 CATEGORY D					
Facility Managers					
High Schools - 2	6,255.00	6,380.00	6,508.00	6,638.00	6,837.00
Middle Schools - 1	3,606.00	3,678.00	3,752.00	3,827.00	3,942.00
Rifle					
High Schools - 2 head coaches	2,055.00	2,096.00	2,138.00	2,181.00	2,246.00
Intermural Director					
	3,062.00	3,123.00	3,185.00	3,249.00	3,346.00

**CATEGORY E**

All Middle School Sports

Six week programs	2,055.00	2,096.00	2,138.00	2,181.00	2,246.00
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The following annual stipend will be paid per sport based upon the number of years of coaching in Quincy in a given position.

(Time does not cross sport or level)

Step 1 - 1-3 years	0.00	0.00	0.00	0.00	0.00
Step 2 - 4-6 years	134.00	137.00	140.00	143.00	147.00
Step 3 - 7 years or more	174.00	177.00	181.00	185.00	191.00

**CATEGORY IX**

Substitutes

Substitutes are paid at the rate of \$50.00 per day to a maximum of twenty (20) days in the same substitute assignment. After the twentieth (20th) consecutive day, the substitute shall be paid the rate of \$75.00 per day. Said rates of pay for substitutes shall not decrease but may be increased by the committee after consultation with the association.

**CATEGORY X**

Work Study Coordinators (3) 48 weeks	10,897.00	11,115.00	11,337.00	11,564.00	11,911.00
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System-wide Department Heads

Appropriate Category I stipend plus one week's pay at their daily rate

Data Processing (3) 48 weeks	10,897.00	11,115.00	11,337.00	11,564.00	11,911.00
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**CATEGORY XI:**

Special Program Coordinators	2,726.00	2,781.00	2,837.00	2,894.00	2,981.00
(Alternative Learning Program, Quincy Teen Mothers Program and PASS Program)					

**CATEGORY XII:**

Travel - per mile	0.46	0.47	0.48	0.49	0.50
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## **EXHIBIT E**

### **SIDE LETTER OF AGREEMENT BETWEEN THE QUINCY SCHOOL COMMITTEE AND THE QUINCY EDUCATION ASSOCIATION**

This SIDE LETTER OF AGREEMENT is entered into by and between the Quincy School Committee (hereinafter the "Committee") and the Quincy Education Association (hereinafter the "Association").

The Committee and the Association agree that effective September 1, 1995, the Committee shall establish a Professional Development Fund (hereinafter the "Fund") for the professional development of members. The Fund shall operate as follows:

1. The Fund shall contain \$150,000 to be used during the period July 1, 1995 through and including June 30, 1996. Any unencumbered portion of the Fund shall be returned to the City of Quincy.
2. The Association and the Committee shall establish a joint Professional Development Committee (hereinafter the "PD Committee") consisting of three (3) members selected by the Association and three (3) members selected by the Committee. Said PD Committee shall:
  - a. Establish its own rules and regulations including internal rules of operation, pre- and post-approval procedures, processing procedures, etc.
  - b. Approve the expenditure of all Fund monies for professional development including amounts to be reimbursed, for what and to whom.
3. The Fund shall be used to provide members with monies to attend or teach conferences, workshops, course or the like; to provide substitute teachers for such activities, where necessary and to pay additional administrative costs as determined by the PD Committee. While the PD Committee is authorized to exercise its own judgment regarding approval decisions, the parties agree that there should be an overall emphasis on technology.
4. The decision of the PD Committee shall be final and binding on all parties to the extent that they comply with the provisions of this Section.
5. Members shall not be eligible for payments under both Article IX, paragraph 3 of the Agreement between the Association and the Committee (1995-1998) and this SIDE LETTER OF AGREEMENT for the same professional development activity.

6. For purposes of this SIDE LETTER OF AGREEMENT, only professional development activities taken outside of the regular work day may be used for increment credit on the salary schedule.
7. The provisions of Article XXIV, S. 10 of the Agreement between the Association and the Committee (1995-1998) shall not apply between July 1, 1995 and June 30, 1996.
8. In the event the Committee provides Fund money in subsequent year(s) of the Agreement between the Association and the Committee (1995-1998), the provisions of this SIDE LETTER OF AGREEMENT shall remain in effect for approval and disbursement of such funds.

WHEREFORE, the Committee and the Association have caused this SIDE LETTER OF AGREEMENT to be executed by their duly-authorized representatives this Fifteenth day of December, 1995.

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Quincy School Committee

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Quincy Education Association

**EXHIBIT F**  
QUINCY PUBLIC SCHOOLS  
PROFESSIONAL DISCRETIONARY REIMBURSEMENT FORM

Name:

Employee Vendor #:

School:

Total Reimb. Requested: \$

Budget Code: 05011407

559160

The Professional Discretionary Fund (PDF) established in Article XXXII of the Q.E.A.

Unit A Contract, "...may be used at the discretion of the unit member for the following purposes:

- 1 Recertification costs;
- 2 Course reimbursement;
- 3 Educational supplies, materials, or equipment for individual professional use; or equipment for individual professional use;
- 4 Other professional development

**INSTRUCTIONS**

1. ORIGINAL RECEIPT AND PROOF OF PURCHASE REQUIRED FOR REIMBURSEMENT.
2. Submit two (2) identical sets of documents, the original and a copy, to James Mullaney, QPS Business Office.
3. All documents must be legible.
4. Reimbursements can be made for current school year's expenditures only (July 1 to May 15th).
5. Only goods and services purchased, delivered and paid for between July 1 to May 15th of the current year are acceptable.
6. Submission deadlines of this form are due on or before 4:00 pm on:
  - September 30th for October reimbursement
  - Last school day before December vacation for January reimbursement
  - May 15th for June reimbursement
7. Acceptable documentation shows proof of purchase and payment. This includes: original cash receipts or original invoices showing credit card, debit card, check, and amount paid.
8. Circle date of purchase and amount of reimbursement. Cash register receipts must be attached to an 8 1/2x11 sheet of paper. Do not place tape over any writing on the receipt.
9. Complete lines on page 2: date of purchase, vendor name, amount of expenditure in proper category.
10. City of Quincy Sales Tax Exemption # is 046-001-409 and may be used when purchases are made. Sales tax cannot be reimbursed.
11. Reimbursement received after May 15th cannot be processed. Funds are not available to be held over into the next fiscal year. Only current year's expenditures may be reimbursed.
12. If this is a joint reimbursement, please complete the information on page 2. Payment will be made to the person submitting the form. Group expenditures are for a large purchase, not individual supplies.

# **QUINCY PUBLIC SCHOOLS**

**PROFESSIONAL DISCRETIONARY REIMBURSEMENT FORM - Page 2**

Name:					Employee Vendor #:		
School:					Total Reimb. Requested: \$		
				Budget Code:		05011407	559160
<b>REIMBURSEMENT DETAIL</b>							
Date	Vendor	Supplies Materials	Textbooks	Software	Instructional Equipment	Conference, Courses, Memberships	Other
		<b>Total amount for each column:</b>					

If this is a group reimbursement, please indicate the name, the school and the allocation per person.

I affirm that all items fall under acceptable use for professional discretionary reimbursement.

**EXHIBIT G**  
**QUINCY PUBLIC SCHOOLS**  
**LONGEVITY PLAN B APPLICATION FORM**

Name \_\_\_\_\_

School or Work Station \_\_\_\_\_

I, \_\_\_\_\_, hereby submit this application for participation in the Longevity Plan B as described in Article XXX (Longevity), Section B of the Agreement between the Quincy Education Association and the Quincy School Committee. I have read the description of Longevity Plan B and fully understand that, if accepted:

1. I shall receive three (3) longevity payments during each of the three (3) consecutive years in the amounts of five thousand (\$5,000) dollars in the first and second years of participation and five thousand five hundred (\$5,500) dollars in the third year of participation.
2. Effective on September 1, of the school year in which I receive my first payment of five thousand (\$5000) dollars, my participation in Longevity Plan A shall cease.
3. Upon acceptance into Longevity Plan B, I shall cease to be eligible for compensation for accumulated and unused sick leave days as set forth in Article S (Sick Leave), paragraph 5.
4. My participation in Longevity Plan B is irrevocable as described in Section B.6 of Article XXX.

I am requesting that the first of the three (3) payments [five thousand (\$5,000) dollars] be made during the contract year 200- - 200-.

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Signature