

# AGREEMENT

**Plainville Education Association**

**and**

**Plainville School Committee**



**September 1, 2017 to August 31, 2020**

**PLAINVILLE SCHOOL COMMITTEE**

XXXXXX, Chair  
XXXXXX, Vice Chair  
XXXXXX  
XXXXXX  
XXXXXX

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XXXXXX, Superintendent of Schools

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**OFFICERS OF THE  
PLAINVILLE EDUCATION ASSOCIATION**

XXXXXX, Co-President  
XXXXXX, Co-President  
XXXXXX, Co-Secretary  
XXXXXX, Co-Secretary  
XXXXXX Treasurer

**PROFESSIONAL RIGHTS AND  
RESPONSIBILITIES COMMITTEE**

XXXXXXXX, Chairperson  
XXXXXXXX  
XXXXXXXX  
XXXXXXXX  
XXXXXXXX

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## **A G R E E M E N T**

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this Contract is made this 1<sup>st</sup> day of September, 2017, by the School Committee of the Town of Plainville (hereinafter referred to as the Committee) and the Plainville Education Association (hereinafter referred to as the Association).

In consideration of the mutual covenants herein contained, the Committee and the Association agree as follows concerning the matter of wages, hours, standards of productivity and performance, and other conditions of employment.

### **ARTICLE I – RECOGNITION**

- A. For purposes of Collective Bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees, including nurse, but excepting any full time administrative personnel and substitute teachers.
- B. Subject to the provisions of this Contract, the wages, hours, standards of productivity and performance, and other conditions of employment applicable on the effective date of this Contract by the employees covered by this Contract shall continue to be so applicable. This Agreement is the result of collective negotiations between the Committee and the Association, which have been conducted under the requirements and directives of statute law. The provisions of this Agreement supersede all conflicting policies and directives of the Committee and may be changed only through the mutual Agreements of the Committee and the Association. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Committee's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.
- C. The Committee, the Administration, the Association and its members agree to treat each other with dignity and respect and to model these qualities within the school community. Respectful, dignified behavior, even at times of adversity, is one hallmark of a good school district.
- D. The cost of printing this document will be shared equally by the Committee and the Association.

## **ARTICLE II – NEGOTIATION PROCEDURE**

- A. Not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires, the Association shall advise the Committee in writing of its intent to enter into negotiations with the Committee over a successor Agreement. The Committee shall respond no later than November 1 and negotiations shall start no later than December 1 unless mutually agreed upon by both parties. The Association and the Committee agree to meet at reasonable times and confer in good faith with respect to wages, hours, standards of productivity and performance, and other conditions of employment.
- B. Any Agreement reached during such negotiations will be reduced to writing.
- C. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.
- D. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. If it is necessary for a teacher to attend an arbitration hearing or fact-finding proceeding which is directly related to negotiations for a successor contract held pursuant to this Agreement during the school day, he/she will, upon five (5) days notice to his/her Principal, be released without loss of pay as necessary in order to permit attendance at such hearing or fact-finding proceeding. One (1) representative of the Association, upon twelve (12) hours' notice to his/her Principal, will be released without loss of pay in order to permit attendance at such hearing or fact-finding proceeding.
- E. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are exclusively set forth in this Agreement.

Therefore, the Committee and Association each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered by this agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE III – COMMITTEE RIGHTS**

- A. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be construed

to derogate from or impair any power, right, or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all powers, rights and duties that it has by law and may, subject to this Agreement, exercise the same at its discretion.

- B. The Committee has the responsibility for establishing goals, policies and accountability standards for the school district and for review and approval of the district's budget.
- C. The Superintendent of Schools, hereinafter referred to as the Superintendent, is the chief executive officer of the school district and has the responsibility for managing the school system and implementing the policies established by the Committee.

#### **ARTICLE IV – TEACHER WORKDAY**

- A. Each employee covered by this Contract shall be present at his/her appointed station as follows:
  - 1. Before School: Teachers will report ten (10) minutes before the 8:50 a.m. starting time of the pupils. Homeroom teachers will be in their classroom at this time to greet children. Non-homeroom teachers may be assigned supervisory duties at this time.
  - 2. After School: All teachers shall remain at school five (5) minutes after the student dismissal time of 3:15 p.m.
  - 3. In the event that the School Committee determines it necessary to change the starting and ending times for pupils, it shall notify the Professional Rights and Responsibilities Committee on or before June 1 prior to the start of the new school year for which the new starting and ending times shall become effective

If permitted by the Principal, an employee may leave earlier.

- B. All teachers shall make themselves available once a week before arrival or after dismissal for extra help for students as requested by students or families. Teachers have the ability to schedule this according to professional judgment and availability.
- C. All teachers shall make themselves available for appointments with parents two (2) afternoons a week at the discretion of the teacher for a maximum of forty-five (45) minutes after dismissal of the students. If no appointments are scheduled, the teacher may leave at the regular time.
- D. All professional employees shall have a duty-free lunch period of at least thirty (30) minutes in each day as provided by Massachusetts General Laws, Chapter 71, Section 80. In emergency or very exceptional circumstances, teachers may have at least a twenty-five (25) minute, duty-free lunch period, but in no case shall teachers have duty-free lunch

periods totaling less than a minimum of one hundred fifty (150) minutes, based on a five-day week.

- E. Teachers are not required to remain with their classes but may perform other professional duties when Art, Music, Library, Health, and Physical Education teachers are instructing their classes; however, they shall familiarize themselves with such subject material. Specialists will have the same amount of preparation time as a classroom teacher. Teachers shall have planning time during which they will not be responsible for students, attendance at faculty meetings or be assigned to other duties except in emergencies or assemblies when needed.
- F. The Superintendent will, insofar, as is possible, assign competent substitutes to Art, Music, Library, Reading Specialist, Spanish, and Physical Education classes whenever the respective teachers are absent.
- G.
  - 1. All teachers shall participate in two (2) parent conferences annually. Each parent conference includes an afternoon and an evening component. Evening conferences shall be at least 2.5 hours in duration and no parent will be denied an appointment during the generally agreed upon evening hours. The dates for these conferences will be scheduled by agreement between the parties to this contract with notification given to the teachers by September 15<sup>th</sup> of the school year in which these conferences are to take place. Teachers who team together will have an additional ½ day each parent conference to meet with parents. Substitute coverage will be provided. No more than two (2) release days will be scheduled for this purpose. Part-time staff are expected to meet these requirements also.
  - 2. Non-classroom teachers who receive no request for parent-teacher conferences may substitute an activity(s) from a menu of options agreed to by the Superintendent and Professional Rights and Responsibility Committee. Non-classroom teachers may also submit a written request to participate in a family/school activity(s) of their choice. The menu of options shall be published each year on or before October 1. Requests must be submitted in writing to the Superintendent and Professional Rights and Responsibility Committee on or before November 1 each year. No reasonable request shall be denied.
- H.
  - 1. The school day for students shall be six hours and twenty-five minutes. On Tuesday, with the exception of those weeks when Parent/Teacher conferences are scheduled, the school day for teachers shall be seven hours and twenty-five minutes. On other work days the school day for teachers shall be six hours and forty minutes. The extended time will be on Tuesday mornings, forty-five (45) minutes earlier than on other work days. On workshop/curriculum days, the teacher work day shall be six hours and thirty minutes. Part-time staff are expected to complete the additional time on a prorated basis on a morning they are working. Part-time staff must submit a schedule which includes the extended Tuesday morning dates to their building principal on or before October 1 each year. Changes will be allowed due to extenuating circumstances. The schedule submitted by part-time staff may include just workshop/curriculum days, just faculty meetings, just Tuesday morning meetings or a combination of them.



2. Tuesday mornings will be used for common planning time and collaboration among staff members except on those weeks when progress reports or report cards need to be completed, or when a Monday holiday immediately follows a week-long vacation period. This time may be used for grade-level, cross-grade and collaborative team work where professional learning communities engage in activities encompassing instruction, assessment, and/or curriculum matters. The agenda for these meetings shall be posted no later than 6:00 p.m. the previous night and minutes taken for the meeting shall be shared with teammates and administrators as soon as possible but no later than forty-eight (48) hours after the meeting. On occasion, but not more than three (3) times per year, unless by mutual agreement, this time may be used for staff training.

3. A. In the event of a delayed opening on a Tuesday, the teaching staff will not be required to report forty-five (45) minutes before the delayed start time.

B. In the event that the first day of school for students is a Tuesday, teachers will be required to report forty-five (45) minutes before the start of school, however, they will be allowed to work in their classrooms.

C. Evening events such as Open House and Parent/Teacher conferences will not be scheduled on a Tuesday.

4. In addition to attending required evening events such as Open House and Parent-Teacher Conferences the district encourages the scheduling of voluntary night activities involving families/community, such as curriculum nights. In each case the person in charge of the event shall request approval of it by the building principal. He/she shall also inform the principal of the number of expected staff participants.

Participating teachers shall receive compensatory time for assisting at the event in an amount equal to the time period of their participation. Compensatory time may be used in half or full day increments with six (6) hours and forty (40) minutes of accumulated time equal to a full day. No teacher may use more than two (2) days of accumulated compensatory time in any school year or earn more than three (3) days of accumulated compensatory time in a school year. Unused compensatory time will carry over from year to year.

I. Faculty meetings will be scheduled no earlier than forty-five (45) minutes prior to the normal workday or end no later than forty-five (45) minutes after the close of school if started immediately after school. If, by mutual agreement, the meeting starts 10-15 minutes after the close of school, the meeting itself may last no longer than forty-five (45) minutes after such time. These meetings may be scheduled monthly. In addition the Superintendent may also schedule meetings with the faculty of each school. These meetings will also be scheduled no earlier than forty-five (45) minutes prior to the normal workday or end no later than forty-five (45) minutes after the close of school if started immediately after school. If, by mutual agreement, the meeting starts 10-15 minutes after the close of school, the meeting itself may last no longer than forty-five minutes after such time. No more than two (2) meetings may be scheduled per year by the Superintendent with each being

announced at least one (1) week prior to being held, unless by mutual agreement. Part-time staff are expected to complete the additional time on a pro-rated basis. Part-time staff must submit a schedule which includes the faculty meeting dates to their building principal on or before October 1 each year. Changes will be allowed due to extenuating circumstances. The schedule submitted by part-time staff may include just workshop/curriculum days, just faculty meetings, just Tuesday morning meetings, or a combination of them.

- J. Compensation: Teachers who accompany students on school-sponsored overnight learning experiences, which are approved by the School Committee yearly, shall be compensated for each night spent away from home at a rate of \$85 per night to a maximum of \$340 in FY18, at a rate of \$95 per night to a maximum of \$380 in FY19, and at a rate of \$105 per night to a maximum of \$420 in FY20. Teachers shall not be required to participate in the overnight portion of any overnight school program; however, said teacher(s) may be reassigned to another classroom during the period of time their class is away on an overnight program. Any teacher who chooses to attend the overnight program shall not be placed in a cabin with students. Teachers not participating in the overnight portion of any trip must notify building Principal by the end of the first week of school.

## **ARTICLE V – TEACHER WORK YEAR**

- A. The School Committee shall have the exclusive authority to set the school calendar. In addition, the School Committee reserves the right to change and modify the calendar for reasons beyond their control and/or as the law may require such change or modification.
- B. Notwithstanding the provisions of Paragraph A above, the work year of all professional employees shall begin no earlier than the Monday preceding Labor Day and shall terminate no later than June 30<sup>th</sup> in the following calendar year. In addition the school calendar shall include three (3) vacation periods, one in December, one in February and one in April. Any variation of vacation periods may only be made with the approval of the Professional Rights and Responsibilities Committee.

The work year shall consist of one hundred eighty-four (184) workdays. A workday is defined as a day when the attendance of all said professional employees is required. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, and any other day in which teacher attendance is required. The work year shall include one (1) work day prior to students' beginning date consisting of ½ day orientation which shall include the faculty meeting for September, a duty-free lunch break of one-half hour, and ½ day classroom setup, and three (3) workdays for curriculum and/or professional development. Part-time professional employees are expected to complete the additional time on a pro-rated basis.

- C. An employee required to be present at his normal place of employment for days in excess of the number of workdays specified in Paragraph B above shall be compensated on a pro

rata basis of 1/184 of the teacher's annual salary. Summer employment is excluded from the above provisions.

- D. All professional staff shall attend the annual “Open House” for their respective schools. No teacher will be required to attend more than one “Open House”. Shared staff shall attend the Open House at the school where they have the majority of their schedule.
- E. Teachers shall be allowed to work in their classrooms the two (2) weeks before school opens and the two (2) weeks after school closes as well as during the summer by mutual agreement with the Superintendent.
- F. Teachers shall be reimbursed for significant moving of classroom at the rate of \$25.00 per hour, to a maximum of six (6) hours or \$150.00 outside of normal working hours.

## **ARTICLE VI – CURRICULUM DEVELOPMENT**

- A. The Superintendent shall during each school year appoint committees of administrators and teachers for the purpose of reviewing and improving the curriculum. Such committees shall report their findings and recommendations to the Superintendent who shall include such findings and recommendations in his/her report to the Committee. It is understood that sole responsibility of establishing and changing the curriculum rests with the Committee. Committees shall be formed in a fair and equitable manner. Any teacher serving on a curriculum committee shall be compensated at the tiered rate levels which appear in Appendix A.
- B. The Superintendent may establish a Summer committee, a Summer Institute, or a Summer Program; teachers participating in the above-referenced programs, which shall prepare substantive materials or products, shall be compensated at a rate of B + 1. Hourly rate is calculated each year and applied for the length of the Teachers’ Contract year (September 1 through August 31). Bachelor Step 1 rate divided by 184 days and then divided by hours worked. A full day shall be defined as meeting from 8:30 a.m. to 3:00 pm. with thirty minutes for lunch. The paid time is for six hours in a full day. Assignment to and creation of said summer Committee, Summer Institute, or Summer Program is at the discretion of the Superintendent. Positions for any of the above programs will be posted in advance.
- C. 1. With advance approval of the Superintendent, a teacher may perform curriculum work on Saturdays or non-workdays at the B+1 rate. Hourly rate is calculated each year and applied for the length of the Teachers’ Contract Year (September 1 through August 31). Bachelor’s Step 1 rate divided by 184 days and then divided by hours worked. A full day shall be defined as meeting from 8:30 a.m. to 3:00 p.m. with thirty minutes for lunch. The paid time is for six hours in a full day.

- D. PDP's shall be awarded to all members of a committee who have completed a curriculum project. Twelve (12) PDP's in a specific strand can be exchanged for one (1) inservice credit or one (1) Continuing Education Unit (CEU).

## **ARTICLE VII – PROFESSIONAL DEVELOPMENT**

- A. The Superintendent may require a teacher or teachers to take specific courses, which he/she feels, may have an immediate value to the Plainville Schools. In these cases, the Committee shall reimburse the teacher in the amount of one hundred (100%) percent of the tuition charge upon satisfactory completion.
- B. The Committee shall allow teachers to attend and pay the reasonable expenses incurred by teachers who attend workshops, seminars, conferences, annual professional meetings or other professional improvement sessions with prior approval of the Superintendent. Such expenses shall include meals, lodging, and transportation incurred by the teachers.
- C. Inservice credit shall be granted in the following manner:
  - 1. Any pre-approved inservice program that requires a minimum of forty-eight (48) clock hours of participation will result in four (4) inservice credit hours or four (4) Continuing Education Units (CEU's) being granted to said participant.
  - 2. Any pre-approved inservice program that requires a minimum of thirty-six (36) clock hours of participation will result in three (3) inservice credit hours being granted to said participant or three (3) Continuing Education Units (CEU's) being granted to said participant.
  - 3. Any pre-approved inservice program that requires a minimum of twenty-four (24) clock hours of participation will result in two (2) inservice credit hours being granted to said participant or two (2) Continuing Education Units (CEU's) being granted to said participant.
  - 4. Any pre-approved inservice program that requires a minimum of twelve (12) clock hours of participation will result in one (1) inservice credit hours being granted to said participant or one (1) Continuing Education Unit (CEU) being granted to said participant.
  - 5. All pre-approved in-district inservice credit, out-of-district graduate-level inservice credit and/or graduate level Continuing Education Unit (CEU) may be used towards salary increments.
- D. The committee recognizes that professional days may be used by faculty members. The purpose of these professional days will be as follows:

- To observe and study the operation of a particular program or class of interest, or
- To attend relevant workshops or seminars of interest to faculty members and administration
- To attend workshops or seminars required for state licensure, or
- To attend workshops or seminars intended to improve any aspect of education in the school and/or district

Any leave, which might be granted for the preceding purposes, will be at the sole discretion of the Superintendent. In making his/her decision the Superintendent shall consider previously approved requests in an effort to provide equal opportunity to all teachers.

E. The Professional Development Account will be funded at:

\$12,000.00

Each individual covered by the Agreement shall be guaranteed \$600.00 (per person) in FY2018, \$650.00 (per person) in FY2019, and \$700.00 (per person) in FY2020 as reimbursement for courses subject to the Professional Development Account limits as noted above. Funding leftover before the end of the fiscal year will be distributed to members applying for reimbursement for any additional courses at the appropriate yearly rate listed above.

Additional reimbursement will be applied to all second courses and then third courses and so on until the fund is depleted. For any fiscal year, application for course approval must be submitted by April 15 of that year in order to receive reimbursement. This will be on a first come first serve basis.

Before enrolling, all applicants must apply to the Superintendent for course approval. The course must pertain to their educational function. A grade of A or B must be attained to be eligible for reimbursement. An official, original transcript of the course from the College/University and a copy of the payment check must be submitted to the Superintendent. All verification material must be submitted to the Superintendent no later than June 30th of the fiscal year in which the course was taken.

The Committee agrees to expend up to but not more than three thousand dollars (\$3,000.00) each fiscal year of this agreement to purchase professional materials for resource use by the professional staff for professional development and educational improvement. All professional materials purchased become the property of the Plainville Public Schools and will be catalogued by the Librarian. Staff members covered by this Agreement will have an opportunity to provide input into materials being purchased.

F. Teachers shall have the opportunity to create professional development offerings for their colleagues. These may include school, district or regional-based in-service workshops that

focus on strengthening professional knowledge and skill content areas, and/or school, district or regional-based afterschool and/or summer professional development classes. Such opportunities must meet the criteria guidance as set by the MA Department of Elementary and Secondary Education.

## **ARTICLE VIII – TEACHER ASSIGNMENT**

- A. Except in unusual circumstances, teachers will be notified in writing of any change in their teaching assignments from the prior school year, including the school or schools to which they will be assigned, the grade and subject they will teach and any special or unusual classes which will require special preparation beforehand. The notification will be given as soon as practical and normally not later than the close of the school year. In the event that changes in assignment are necessitated by conditions arising during the summer, notice of each change will be mailed as soon as practical to the teacher's permanent home address.
- B. Teachers who desire a change in grade or subject assignment or who desire to transfer to another school building, shall file a written statement of such desire with the Superintendent, with supporting reasons for such change, not later than April 1. Such statement shall include the grade and subject to which the teacher desires to be assigned or the school to which he or she wishes to be transferred. As soon as practical and not normally later than the close of school, the Superintendent shall notify said teacher of the disposition of the request.
- C.
  - 1. When involuntary transfers are necessary, the teacher(s) identified for transfer shall be notified prior to the posting of vacancies. In determining the teacher(s) to be involuntarily transferred, the teacher's area of competence, major and minor field of study, quality of teaching performance, ability and length of service in the Plainville School system will be considered. Teachers who are being involuntarily transferred will be transferred to as reasonably a comparable position as possible. In addition any teacher who is being involuntarily transferred shall not be subject to additional involuntary transfer for the next three (3) school years.
  - 2. If the Administration reduces the number of positions assigned to a grade level or building, the Principal shall invite all teachers in that grade level or building to volunteer to be transferred.
  - 3. Regardless of whether there are any changes forecast for the following year, teachers may voluntarily exchange assignments for the length of one year with the mutual agreement of the Principal and the affected teachers. At the end of the school year, all teachers involved would return to their original assignment unless otherwise agreed upon by the Principal and the affected teachers. This does not limit the Principal's rights as listed in C1.

- D. The wishes of the individual teacher with respect to grade assignment will receive the fullest consideration, but the instructional requirements of the school system and its pupils will be the controlling factor as determined by the Superintendent. In the event that any teacher moves to another classroom, the teacher will not be responsible for removing and relocating supplies and equipment.

## **ARTICLE IX – VACANCIES AND PROMOTIONS**

- A. Whenever any professional or administrative position is newly created or becomes vacant during the school year, a written notice thereof shall be posted for at least five (5) school days on the faculty bulletin board in each school building. Such notice shall be posted within seven (7) calendar days after the Superintendent has declared the vacancy or approved the new position. Such notice will include subject or grade levels for which the position is posted. The general qualifications for said position and the rate of compensation shall be clearly set forth. All qualified teachers will be given an opportunity to apply for such positions. In filling such vacancies, consideration will be given to qualified teachers already employed by the School District. All such requests shall be acknowledged by a stamped copy of the application by the Superintendent's office. Qualifications for vacancies will not be changed between the time of the posting and the appointment to the vacancy.
- B. If a vacancy occurs during the summer vacation, notification will be posted in or outside the office of the Superintendent of Schools, and in addition, a copy will be sent to the President of the Association and to those staff members who have left their names and addresses with the Superintendent by the end of the school year for that purpose.
- C. All qualified teachers will be given an opportunity to make application for administrative vacancies, and the Superintendent agrees to give due consideration to the ability, professional background, length of service in the Plainville School System and other attainments of all applicants. Applications for administrative position vacancies shall be made in accordance with procedure established by the Superintendent. The unsuccessful candidates will be given notice when positions are filled. The Superintendent reserves the right in all instances to appoint a candidate who in his/her judgment is the most qualified for the position.
- D. If a vacancy in a bargaining unit position to be filled occurs after the school year has begun, the following shall apply:
  - 1. The Superintendent may temporarily fill such position for a period not to exceed twenty (20) school days.
  - 2. The position shall be filled under all terms and conditions of the Agreement including salary and benefits no later than twenty (20) school days following the expiration of the time period for applying for the vacancy.

3. If the vacancy to be filled occurs after the ninetieth school day of the school year, the Superintendent may fill the position with a long-term substitute for the remainder of the school year. However, if such position is retained for the following school year, such vacancy shall be posted according to provisions of this Agreement by May 1, or within seven (7) days next following such vacancy, whichever occurs first.
- E. Job Specifications - Plainville School Committee will put in writing job specifications for all newly created positions (full or part-time) prior to posting said positions and prior to making appointments to said positions.
  - F. All teachers who are considering resignation or retirement from the Plainville Public Schools, including those who may be seeking employment elsewhere, are asked to notify the Superintendent's office as soon as possible but no later than two (2) weeks in advance of the possibility or certainty that they may/will not be returning to the district. This is considered a professional courtesy.

#### **ARTICLE X – NON-TEACHING DUTIES**

The Committee and the Association acknowledge that a teacher's primary responsibility is the total education of the children in his/her care. Therefore, they agree as follows:

- A.
  1. Assignment of teachers for non-professional duties shall be on a reasonable basis.
  2. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the teacher.
  3. Teachers, when asked to collect money, will not be responsible for discrepancies.
- B. Teachers will not be allowed to drive pupils home or to activities which take place away from the school building.
- C. Daily attendance will be taken by the teachers and reported to the Principal's office. Teachers will not be required to keep Registers.



## ARTICLE XI – LEAVES

- A. Military Leave: Military leave will be granted to any employee who is inducted in any branch of the armed forces of the United States upon application; subject, however, to the provisions of General Laws, Chapter 71, section 41, where applicable.
- B. Maternity Leave: Teachers shall be granted maternity leave. Such leaves to be governed by the following conditions:

1. Female Employee Without Professional Teacher Status. A female employee without professional teacher status, who has been employed by the Committee for at least three (3) consecutive months as a full-time employee, shall be entitled to maternity leave for a period not to exceed twelve (12) weeks (8 weeks of which may be paid provided that the teacher in question has sufficient accrued sick leave available); if any regularly scheduled school vacation days fall during any portion of the eight week period of leave, the employee shall be entitled to additional days equal to the same number of scheduled school vacation days. This provision does not apply to summer vacation periods or Saturdays and Sundays, which fall during a school vacation period. Said leave shall be for the purpose of giving birth and recovery from any disability resulting there from. The employee shall give at least sixty (60) calendar days written notice to the Superintendent of Schools of her anticipated date of departure and intention to return to duty. Such notice shall include a written statement from her physician attesting to the employee's ability to continue performing the full duties and responsibilities of her position and giving his/her estimate of the delivery date and shall be considered as a request for leave under the provisions of the Family Leave Act of 1993. She shall be permitted to continue on active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee.

The employee without professional teacher status may elect to use her accumulated sick leave during her period of physical disability as a result of childbearing for a period of eight (8) weeks. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated. The request to use accrued sick leave shall be made in writing to the Superintendent.

2. Female Employee With Professional Teacher Status. A female employee with professional teacher status may be entitled to maternity leave for a period of up to two (2) years, except as is otherwise provided herein, from the date of its commencement, provided, wherever possible, she gives at least sixty (60) calendar days written notice to the Superintendent of her anticipated date of departure and intention to return to duty. Such notice shall include a written statement from her physician attesting to the employee's ability to continue performing the full duties and responsibilities of her position and giving his/her estimate of the delivery date and shall be considered as a request for leave under the provisions of the Family Leave Act of 1993. She shall be permitted to continue on

active duty until such date, provided she does perform the full duties and responsibilities of her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee. Normally, the employee will be permitted to return to duty only at the beginning of a school year, unless she returns within twelve (12) weeks after the commencement of her maternity leave. In the event an employee's leave of absence of one (1) year shall expire after the beginning of a school year, the leave of absence shall be extended to the beginning of the next school year to permit the employee's return to duty at such time. Under exceptional circumstances, a teacher desiring to return to her teaching duties at a time other than those set forth above may make written application for reinstatement to the Superintendent. The Superintendent may grant such reinstatement.

The employee with professional teacher status may elect to use her accumulated sick leave during her period of physical disability as a result of childbearing for a period of eight (8) weeks. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated. The request to use accrued sick leave shall be made in writing to the Superintendent.

3. In the event an employee fails to return to duty at the expiration of her maternity leave, the employee shall be deemed to have resigned, and the obligation of the Committee to provide a position for her shall cease.

4. All benefits to which the employee was entitled at the time of her leave of absence commenced, including any unused accumulated sick leave, shall, except as is otherwise provided herein, be restored to her upon her return, and she shall, except as is otherwise provided herein, be assigned to the same teaching position which she held at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent teaching position. Upon her return, the employee shall not advance in increment unless she shall have worked at least one hundred (100) days in the school year in which her leave commenced either in the Plainville Public School System or in another school system. The Committee shall not be required to restore an employee on maternity leave to her previous or similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of her maternity leave; provided, however, that the employee on maternity leave shall retain any preferential consideration for any other position to which she may be entitled as of the date her leave commenced.

5. The parties recognize that the Family and Medical Leave Act (FMLA), as amended may establish rights different from those expressed in this article. To the extent that this is true, the greater of those rights (i.e., FMLA rights vs. rights under this article) will control, but those greater rights will not be in addition to the lesser rights. Where an employee takes leave under one of the articles set forth in this Agreement for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

C. Paternity Leave: Teachers shall be granted paternity leave. Such leaves to be governed by the following conditions:

1. A male teacher whose spouse is hospitalized for the purpose of child bearing and recovery shall be granted two additional days of paid personal leave. Said two additional days of paid personal leave must be used during the period from two weeks prior to delivery to two weeks following delivery.

D. Adoption Policy:

1. A teacher without professional teacher status, when adopting a child, shall be granted a leave of absence without pay under similar conditions listed in Article XI, Section B-1, as they relate to a teacher on maternity leave. Additional unpaid leave may be granted to account for long-distance adoptions.

2. A teacher with professional teacher status, when adopting a child, shall be granted a leave of absence without pay under similar conditions listed in Article XI, Section B-2, as they relate to a teacher on maternity leave. Additional unpaid leave may be granted to account for long-distance adoptions.

E. Sick Leave:

1. Sick Leave with pay shall be granted in accordance with the provisions of this Article to each Professional Employee when the employee:

- a. Is incapacitated for the performance of his/her duties by illness or injury.
- b. Would jeopardize the health of others by his/her presence on duty because of exposure to a contagious disease.
- c. Is required to give bedside or household attention to his/her spouse, child, parent, sibling, or other member of his/her immediate household who is seriously ill. The sick leave, which is granted in these cases, shall not exceed a maximum of fifteen (15) days in a school year.

2. All but first year teachers shall be entitled to fifteen (15) days of sick leave with full pay in each school year; fifteen (15) days credited on the first school day in September. All first year teachers will earn their sick leave days as follows: Five (5) days of sick leave on the first day of school and one (1) day of sick leave for each month worked, September through June, for a total of fifteen (15) days.

3. Cumulative Sick Leave will accumulate according to Sick Leave Chart:

MAXIMUM YEARS	DAYS ALLOWED
1	15
2	30

3	45
4	60
5	75
6	90
7	105
8	120
9	135
10	150
11	165
12	180
13	181
14	182
15	183
16	184
17	185

Any teacher, who is absent from school because of sick leave for a period of time greater than 15 days allowed, during any school year, shall receive the benefits of cumulative sick leave.

4. A physician's certificate may be required after five (5) consecutive days of absence at the discretion of the Superintendent. A Physician's certificate shall be required after ten (10) consecutive days of absence. Said physician's certificate shall state that the employee is incapacitated from his/her regular employment and shall provide a diagnosis and estimated recovery time. The School Committee at its discretion and expense may request that the employee be examined by a physician of its choosing if the physician's certificate, referred to above, indicates that the employee is expected to be incapacitated for an additional thirty (30) cumulative days.

5. Previously accumulated unused sick leave days will be restored to all teachers returning from military service and Peace Corps work.

6. Sick Leave Bank:

a. Effective September 1982, a Sick Leave Bank will be established for use by members whose sick leave accumulations have been exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.

b. Each member of the bargaining unit shall submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank on September 1 of each school year, to be utilized by employees who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness. If the sick days donated to the Bank are exhausted prior to the end of the school year, and additional days are required, then each member shall contribute an additional day to the Bank.

If the total number of days in the Bank is over 100 days on September 1, no day will be deducted from the members. If the Bank falls below 41 days, a day will be deducted from each member at that time. In this case members will be notified of this deduction at the time of the deduction. The Association will be notified of the total accumulated sick days in the Bank by September 30th of each year.

- c. If at anytime the Sick Leave Bank falls below forty-one (41) days, the School Committee shall add days to the Sick Leave Bank to match the additional days that teachers contribute.
  - d. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Superintendent to serve at his/her discretion and two (2) members designated by the Teachers Association and one (1) member of the School Committee.
  - e. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to need for an anticipated extent of extended recovery time for the illness. This certificate shall provide a diagnosis and estimated recovery time. To facilitate its decision-making process in deciding whether to grant sick leave days beyond the initial thirty (30) day period, the Sick Leave Bank Committee may require that a member be examined by a physician selected by the Sick Leave Bank Committee. The School Committee shall assume the costs of such an examination.
  - f. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. Bargaining unit members shall not become eligible for more than an initial grant of thirty (30) days in any school year until the September 1st following the completion of three (3) consecutive years of employment.
  - g. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal, or to the grievance and arbitration process.
  - h. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other teachers.
7. Workers Compensation: Whenever a teacher is absent from school as a result of personal injury (arising out of an accident or an assault arising out of and in the course of the teacher's employment), the teacher will be paid by the school department for medical expenses as well as the difference between the teacher's full salary and payments received

under the Massachusetts Workers' Compensation insurance using unused sick leave pro-rated. However, if an employee depletes his/her sick leave days, the School Committee shall grant that employee an unpaid medical leave of absence of up to one year from the date of exhausted sick leave.

8. Alcoholism and Drug Abuse: Alcoholism and drug abuse is recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Committee and the Association agree to cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program designed to rehabilitate the employee.

If the employee refuses to avail him or herself of assistance, and alcoholism or drug abuse impairs work performance, conduct or reliability, the normal contractual disciplinary procedures for dealing with problem employees will be used.

- F. Personal Leave: A teacher will be entitled to a total of three (3) days' personal leave per year. Any unused personal day(s) may be added to the number of accumulated sick days. In unusual circumstances, the Superintendent, at his/her discretion, may extend this leave. At least forty-eight (48) hours notice should be given to the Superintendent unless an urgent matter requires shorter notice.

Personal Leave may be used for the following purposes to the extent indicated.

1. Urgent family or business obligations - usually not more than one day. Request for such leave must be made to the Superintendent. The specific nature of the urgent family or business obligation need not be disclosed by the teacher making the request.
2. The leaves of absence provided may be requested but need not be granted to extend any teacher's vacation period before or after:
  - Thanksgiving Break
  - Winter Break
  - February Break
  - Spring Break
  - Summer Recess

In the case of such a request the reason for the request must also be stated in writing.

- G. Funeral Leave: Teachers shall be entitled to a minimum of three (3) days and a maximum of five (5) days leave with pay in the event of a death in the employee's family. The exact length of time shall depend upon the circumstances of each case, including, but not limited to, relationship of the parties, geographical limitations, and transportation difficulties. The Superintendent shall have discretion to establish the number of days and shall in his/her sole discretion allow additional days for just cause.

For purposes of this Article, employee's family shall include husband, wife, child, parent, brother, sister, step-children, step-parent, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew or any other member of the employee's immediate household.

H. Summer School: In a case where a program of summer study commences before the close of the school year, the Superintendent may, without being under any obligation to do so, and in its sole discretion, grant up to five (5) professional days for participation in the summer study program.

I. Educational Leave: To encourage professional growth and independent research, the following policy is initiated to grant education leaves:

1. Any teacher who has completed seven (7) years or more of continuous service in the Plainville Public Schools and has attained a Master's Degree shall be eligible. The teacher may apply for leave by February 1st of his/her 7th year.

2. Teachers requesting educational leave shall apply in writing by February 1st of the school year preceding the school year for which the leave is requested. Action on such requests shall be taken by the Superintendent no later than April 15th. Notification of the Superintendent's action will be in writing, but any denied leave shall not be subject to grievance or further discussion.

3. Only one teacher per year may be granted leave. It is not to be considered automatic that one teacher per year would be granted leave.

4. Teachers shall be paid 50 percent of their salary at the step attained at the time of requesting leave.

5. Teachers shall have health insurance coverage continued at the current rate established at the time of leave.

6. Teachers on Educational Leave, upon their return, shall be placed on the step of the salary schedule, which they would have attained had they not been on said leave.

7. Teachers on Educational Leave shall agree in writing to return to employment in the Plainville Public Schools for two years subsequent to said leave.

8. If the teacher fails to remain as an employee of the Plainville Public Schools for two years subsequent to his/her Educational Leave, he/she shall repay to the Committee the full amount of salary paid to him/her, and the full amount of his/her health insurance coverage while on said leave.

9. A teacher would be eligible for this leave only one time during his/her teaching career in Plainville.

10. Educational Leave shall be granted only when the course of study is completely appropriate to area and level in which the applicant is presently teaching.

11. Proof of application to an accredited college or university and the course of study specifically outlined must be presented with the application for such leave. Only a full-time course of study will be considered.

12. No tuition for courses will be paid.

13. A person returning from educational leave must submit to the Superintendent a written report on a topic included in his/her course of study or must make an oral presentation to interested faculty members, on a topic included in his/her course of study.

J. Other Leaves:

1. The Superintendent may grant a teacher with professional status who has used up his/her accumulated sick leave, a leave of absence without pay, for up to one (1) school year for health reasons other than maternity. Requests for such leave will be supported by appropriate medical evidence.

2. The Superintendent may grant to a teacher with professional status, a leave of absence without pay or increment, of up to one (1) year for the purpose of caring for a sick member of the teacher's immediate family or other reason.

3. The Committee agrees that any teacher with professional status designated by the Association upon request may be granted a leave of absence by the Superintendent without pay for a year for the purpose of engaging in Association (State or National) activities. If the teacher returns from such leave, he will be considered as if he were actively employed by the Committee during such leave for the purpose of being placed on the salary schedule at the level he would have achieved if he had not been absent.

4. Professional employees who are covered by the Contract who are duly qualified representatives of the Plainville Education Association, the Massachusetts Teachers' Association, or the National Education Association may, at the sole discretion of the Superintendent, be allowed to attend conferences and conventions sponsored by said associations. This leave shall be with pay, but without reimbursement for expenses by the Committee, and will be considered a Personal Leave Day.

K. Alternative Career Leave: Teachers, upon application to the Superintendent, may be granted a leave of one (1) year for the purpose of pursuing an alternative career. The application must be submitted to the Superintendent prior to April 1st, and the Superintendent will act upon this application by April 30th. Once the leave is granted, it will be binding for one contract year without pay or benefits. Only one teacher per grade level, with a maximum of three (3) teachers total per year, will be granted this leave. Teacher without professional teacher status may not apply, and seniority will govern in all cases.



- L. Jury Duty: Any teacher called for Jury Duty shall be paid the difference between his/her regular pay and the compensation received by him/her as a juror, exclusive of travel allowance.
- M. Any teacher on an extended leave for any reason shall notify the Superintendent of Schools in writing no later than April 15 as to whether he/she expects to return for the next September opening of school. The Plainville School Department shall notify all teachers on an extended leave for any reason by no later than March 15 in writing at his/her address of this provision. A failure to comply with this requirement shall be treated as a resignation of employment.

## **ARTICLE XII – TEACHER EVALUATION**

The specific purposes of evaluation are:

- a. To provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator; and
  - b. To provide a record of facts and assessments for personnel decisions.
- A. The observation and evaluation forms and performance standards appearing in Appendix B shall be used for the duration of this Agreement. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by the evaluator and will have the right to discuss such report with their principal and the Superintendent of Schools.
- B. 1. Chapter 71, Section 42C, of the Massachusetts General laws “Records of teachers; Inspection, school officials of cities and towns keeping records concerning any teacher or his/her work shall, at the written request of the teacher, permit the teacher by appointment to inspect the contents of his/her personnel folder, files, cards, and records, and to make copies of such contents and records as concern his/her work or himself.”
2. No material derogatory to a teacher’s conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy of the relevant material.
- C. No employee will be disciplined, reprimanded, reduced in rank or compensation or dismissed without just cause. Nothing herein shall be construed to limit or interfere with

the power of the Committee concerning non-retention of employees without professional teacher status under General Laws, chapter 71, Section 41.

### **ARTICLE XIII – GRIEVANCE PROCEDURE**

A. Definitions:

1. Grievance - A grievance is a dispute over the interpretation or application of any provisions of this Contract.
2. Grievant - A grievant may be either an individual, employee, a group or class of employees, or the Association.
3. Days - Days shall mean school days except during the summer recess when days shall mean when the Administrator involved is scheduled to work.

B.

1. All grievances shall specify the nature of the grievance; article or articles violated, and remedy sought.
2. An employee may present a grievance to the employer and have such grievance heard without the intervention of the Association. However, the Association must be afforded the right to be present at all grievance hearings, and no settlement inconsistent with the terms of the Contract may be affected.
3. If at the end of fifteen (15) workdays next following the occurrence of any grievance or the date of its first knowledge by any employee affected by it, said grievance has not been presented at Level 1, the grievance shall be deemed waived; and any grievance in course under such procedure shall also be deemed waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in this procedure.

C. The purpose of Grievance Procedure is to produce prompt and equitable solutions to those problems, which from time to time may arise. The Committee and the Association desire that the stated Grievance Procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

#### **Level One - Principal or Director**

A grievant shall present his/her grievance in writing to the appropriate Principal or Director within fifteen (15) workdays of the occurrence of any grievance, or the date of first knowledge of its occurrence by any party affected by it. The Principal or Director shall meet with the aggrieved within five (5) workdays of receipt of such grievance and render a written decision to the grievant within five (5) workdays of such meeting.

## **Level Two - Superintendent**

If the grievance has not been resolved at Level One to the satisfaction of the aggrieved, the decision may be appealed to the Superintendent within ten (10) workdays of receipt of such decision. The Superintendent shall meet with the aggrieved to discuss the allegations within five (5) workdays of receipt of the written appeal and render his/her decision in writing within five (5) workdays of such meeting.

## **Level Three - School Committee**

If the grievance has not been resolved at Level Two to the satisfaction of the aggrieved, the aggrieved may appeal such decision to the School Committee within ten (10) workdays of receipt of the Level Two decision. Level Three is available for grievances, which concern matters, which remain under the jurisdiction of the School Committee as a result of the Education Reform Act of 1993. The Committee, through the Superintendent and the School Committee, shall determine if Level III applies to the grievance. If Level III is not applicable, Level IV will apply after Level II. Within fifteen (15) workdays of said meeting, a written response will be sent to the grievant.

## **Level Four - Arbitration**

A. If the grievance has not been resolved at Level Three to the satisfaction of the Association, or, if Level Three is not applicable and the grievance has not been resolved at Level Two to the satisfaction of the Association, the Association may, by giving written notice to the School Committee within fifteen (15) workdays after receipt of the decision at Level Three present the grievance for arbitration to the American Arbitration Association in accordance with their rules. The Arbitrator's decision will be final and binding and in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues as submitted by the parties.

B. The Arbitrator is without authority to render a decision, which requires the commission of an act, prohibited by state or federal law or violation of the terms of this Agreement.

C. All costs for the services of the Arbitrator shall be borne equally by the parties, except the moving party shall pay the filing fees of the American Arbitration Association.

D. Miscellaneous:

1. A grievance, which shall affect a group or class of employees of the Association, may be initiated at Level Two.
2. No written document or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Plainville.
3. The time limits herein may be extended in writing by mutual agreement of the parties.

4. All grievance discussions, presentations, responses, etc., from Level Two and on shall take place after the close of the employee's workday.

#### **ARTICLE XIV – DUES DEDUCTIONS**

The Committee accepts the provisions of General Law, Chapter 180, Section 17C, and in accordance therewith shall certify to the Treasurer of Plainville all payroll deductions for the payment of dues to the Association duly authorized by individual employee covered by this Contract. The Committee agrees to make deductions from payment of salary of any employee as specified in writing by such employee concerning credit union transactions, as provided in General Law, Chapter 149, Section 178B.

#### **ARTICLE XV – SERVICE FEE (AGENCY FEE)**

In accordance with Massachusetts General Law, Chapter 150E, Section 12, all employees in the Bargaining Unit shall, as a condition of their employment, pay to the Association, the exclusive bargaining agent and representative, a service fee proportionately commensurate with the cost of collective bargaining and contract administration. The cost is to be determined by the Association who in turn will notify the Superintendent by November 15th regarding staff members affected and method of payment. This shall include long-term substitutes who have been hired on the salary schedule.

The Association shall indemnify, defend and save the Committee harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action by the Committee for the purpose of complying with this Article.

#### **ARTICLE XVI – TAX SHELTERED ANNUITIES**

The Committee shall enter into a written agreement with any teacher, upon request, for the purchase of any annuity contract pursuant to General Law, Chapter 71, Section 37B. All participant fees incurred so as to comply with IRS regulations shall be borne by the Plainville School District.

#### **ARTICLE XVII – COMMUNICATIONS**

A. The Superintendent will post a copy of the agenda of each of the Committee's regular and special meetings in each school building by noon of the day on which the meeting is to be held.

B. Two copies of minutes of each regular and special School Committee meeting will be made available to the President of the Plainville Education Association two days after they have been approved by the Committee.

C. The Committee agrees to notify the Association within a reasonable period of time of filled vacancies by providing the name, position, and hiring date.

D. During the school year the Superintendent and the Administration team agree to meet on a quarterly basis with representatives of the PEA at a mutually agreed upon date and time in order to facilitate communication among the parties. A schedule for the meeting will be made prior to the 10th calendar day for each quarter (July 10, October 10, January 10, April 10).

## **ARTICLE XVIII – PROTECTION**

- A. Teachers shall immediately report in writing all cases of assault suffered by them in connection with their employment during school hours of school sponsored activities. Said report shall be delivered to the Superintendent.
- B. The Superintendent shall comply with any reasonable request from the teacher for information in their possession relating to the incident or the persons involved. The copy of the final report shall be given to the teacher.
- C. If civil proceedings are brought against a teacher alleging that the teacher committed an assault and battery in connection with his/her employment, during school hours or school sponsored activities, the teacher may request the Committee to furnish legal counsel to defend him/her in said proceedings.
- D. If the teacher is called upon to defend a criminal charge arising out of or while in the course of his/her duties as a teacher, and if said teacher is found not guilty by a court of any such crime, then the Committee shall reimburse said teacher for attorney's fees incurred by said teacher, not to exceed \$1, 000.

## **ARTICLE XIX – CLASS SIZE**

- A. The Committee and the Association recognize class size impacts upon the opportunity for children to learn and upon the effectiveness of teaching. The Superintendent shall ensure class size of the most effective nature for pupils and teachers. It will be the responsibility and obligation of the Superintendent to make the final decisions as to class size.
- B. At the beginning of the school year, the designated class sizes within a grade shall not be unreasonably disproportionate.
- C. Nothing in this article would prevent the Superintendent from establishing and designating certain classes within a grade to be of varying size, with the intended purpose of organizing the instructional arrangement so as to better meet the needs of the children.
- D. New children entering school after the school year has started shall normally be placed in those classes with less children, except when such placement would be considered to affect the instructional arrangement as stipulated above.

## **ARTICLE XX – REDUCTION IN FORCE**

A. In the event that pupil enrollments, curriculum changes, or similar considerations cause the Committee to eliminate any positions, the following procedure shall apply. This paragraph shall not apply to any position or employee terminated under any other portion of this contract.

1. Positions to be eliminated shall be determined at the sole discretion of the Committee.
2. Should the Committee decide to reduce the number of employees, it shall make every effort to accomplish said reductions by attrition.
3.
  - a. The Superintendent will not lay off any teacher with professional teacher status pursuant to a reduction in force if there is a teacher without such status and the teacher with professional teacher status is certified in the area of layoff, or if there is a less qualified teacher with professional teacher status holding the same position or same certification as the PTS teacher.
  - b. The order of layoffs for professional teacher status teachers shall be determined based on teacher qualifications, which shall mean job performance, including overall ratings on any teacher evaluations conducted within the prior six (6) year period and the best interests of students in the school or district. In the event that teachers' qualifications are no different from one another, a member's length of service as a teacher in the district shall serve as the tie-breaker in determining the first teacher to be laid off. For purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient.
4. If there is a vacancy in any area where a laid off employee is certified or can become certified within one year of the effective date of the layoff, the laid off employee will be offered alternative employment in that area with no loss of seniority in Plainville.
5. Length of service shall mean an employee's total continuous length of service in years, months, and days from the initial date of employment by Plainville.
6. Certification means that an employee has a certificate from the Massachusetts State Department of Education.
7. Any unpaid leave shall be construed to be non-active service and will not be included in determining the total length of service. However, such leave will not be construed to break active service, and seniority will mean the total number of years and months preceding the unpaid leave, added to the total number of years and months after the unpaid leave of absence or other unpaid leaves not covered by the Agreement but granted at the discretion of the Committee. A month's seniority will be awarded to any employee who is in paid status for at least one day more than half the total number of work days for that month.

Employees shall be credited for seniority purposes with all time spent on any leave of absence when the employee is in paid status for one hundred twenty-five (125) or more days in any school year.

8. The Superintendent will forward to the Association a seniority list within thirty (30) days of the execution of this agreement.

If no challenge to the list is made by the Association within thirty (30) days of receipt of the list, the list stands as written.

An updated list will be provided each year within thirty (30) days of the beginning of the school year, and the Association will have thirty (30) days to challenge the list.

9. Employees to be laid off shall, if possible, be notified in writing by April 15th, but in no event later than June 1st preceding the school year in which the reduction is to be effected. Said notification shall state the reason for the layoff.

10. Nothing in this Article shall act so as to diminish the rights of teachers under Chapter 71, Sections 41 and 42 of the General Laws of the Commonwealth of Massachusetts.

11. Employees laid off under this paragraph shall be considered for recall in the inverse order of their layoff during a period of one year from the effective date of their layoff, if they so indicate in writing to the Superintendent.

12. Employees laid off under this paragraph shall be given priority on the substitute list during said recall period if they so indicate in writing.

13. Employees serving a recall period shall be notified through the Association President concerning any open position in Plainville for which they may be qualified to fill. Failure to apply to any such position or failure to accept any offer of employment for any such position shall terminate this requirement.

14. Employees rehired after layoff under this paragraph shall be credited with such salary and fringe benefits, as they were entitled to at the effective date of their layoff.

## **ARTICLE XXI – ACCIDENTAL DISABILITY RETIREMENT**

The Committee will follow Massachusetts General Law, Chapter 32, Section 7 regarding this matter.



## **ARTICLE XXII- HEALTH INSURANCE**

- A. If during the duration of this contract, the Town of Plainville (by Town Meeting vote) should increase the percentage of the premium they pay to Blue Cross/Blue Shield or to a Health Maintenance Organization, that same percentage will be passed on to all persons covered by this Agreement without any further collective bargaining required.
  
- B. Term Life insurance shall be available to employees up to \$5,000.00 with the district's contribution at fifty percent (50%) of the total cost even if not available to the entire Town.
  
- C. The Committee agrees to accept payment of all administrative costs of a group dental plan which may be subscribed to by school employees through the Plainville Teachers Association/Massachusetts Teachers Association or to accept payment of all administrative costs of a group dental plan which may be provided by the Town of Plainville during the term of this collective bargaining Agreement.
  
- D. Employees shall be entitled to participate fully in any "Flex Plans", "Cafeteria Plans," or equivalent plans established by the Town of Plainville. The aforesaid provision shall be extended to the costs of medical expenses, and dependent childcare expenses even if not available to the entire Town.

**ARTICLE XXIII – SALARY SCHEDULE**

**Plainville Public Schools  
FY2018 Salary Schedule (184 days)**

<b>Step</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+36</b>	<b>M+60</b>
<b>1</b>	47,558	49,365	50,071	51,919	52,823	53,766	54,681
<b>2</b>	50,598	52,426	53,095	54,982	55,923	56,866	58,186
<b>3</b>	53,095	54,982	55,729	57,538	58,518	59,496	60,508
<b>4</b>	55,727	57,654	58,359	60,284	61,227	62,207	63,265
<b>5</b>	58,480	59,577	60,952	62,835	63,778	64,801	65,903
<b>6</b>	61,070	62,053	63,623	65,550	66,530	67,512	68,660
<b>7</b>	63,664	64,722	66,728	68,651	69,671	70,651	71,852
<b>8</b>	67,157	68,377	70,615	73,048	74,226	75,393	76,687
<b>9</b>	70,143	70,928	72,540	75,212	76,387	77,683	79,004
<b>10</b>	72,233	73,043	74,699	77,452	78,667	79,999	81,359
<b>11</b>	74,385	75,218	76,926	79,760	81,009	82,385	83,785
<b>12</b>	76,616	77,475	79,234	82,152	83,440	84,857	86,298
<b>13</b>	78,148	79,025	80,819	83,795	85,109	86,554	88,024
<b>14</b>					86,811	88,285	89,784

**ARTICLE XXIII – SALARY SCHEDULE**

**Plainville Public Schools  
FY2019 Salary Schedule (184 days)**

<b>Step</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+36</b>	<b>M+60</b>
<b>1</b>	48,628	50,476	51,198	53,087	54,012	54,976	55,911
<b>2</b>	51,736	53,605	54,290	56,219	57,181	58,146	59,495
<b>3</b>	54,290	56,219	56,983	58,832	59,834	60,835	61,869
<b>4</b>	56,981	58,951	59,672	61,640	62,605	63,607	64,688
<b>5</b>	59,795	60,917	62,324	64,249	65,213	66,259	67,385
<b>6</b>	62,444	63,449	65,054	67,025	68,027	69,031	70,205
<b>7</b>	65,097	66,178	68,230	70,196	71,239	72,241	73,469
<b>8</b>	68,668	69,915	72,204	74,692	75,896	77,089	78,413
<b>9</b>	71,721	72,524	74,172	76,904	78,105	79,431	80,782
<b>10</b>	73,858	74,686	76,380	79,195	80,437	81,799	83,189
<b>11</b>	76,058	76,911	78,657	81,555	82,832	84,239	85,670
<b>12</b>	78,340	79,218	81,017	84,000	85,317	86,766	88,240
<b>13</b>	79,906	80,803	82,637	85,680	87,024	88,502	90,004
<b>14</b>					88,764	90,272	91,804

**ARTICLE XXIII – SALARY SCHEDULE**

**Plainville Public Schools  
FY2020 Salary Schedule (184 days)**

<b>Step</b>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+36</b>	<b>M+60</b>
<b>1</b>	49,844	51,737	52,478	54,415	55,362	56,350	57,309
<b>2</b>	53,029	54,946	55,647	57,625	58,611	59,599	60,982
<b>3</b>	55,647	57,625	58,407	60,303	61,330	62,356	63,416
<b>4</b>	58,405	60,425	61,164	63,181	64,170	65,197	66,305
<b>5</b>	61,290	62,440	63,882	65,855	66,843	67,916	69,070
<b>6</b>	64,005	65,035	66,681	68,700	69,727	70,757	71,960
<b>7</b>	66,724	67,833	69,936	71,951	73,020	74,047	75,306
<b>8</b>	70,385	71,663	74,009	76,559	77,794	79,016	80,373
<b>9</b>	73,514	74,337	76,027	78,826	80,058	81,417	82,801
<b>10</b>	75,705	76,553	78,290	81,175	82,447	83,844	85,269
<b>11</b>	77,960	78,833	80,623	83,594	84,903	86,345	87,812
<b>12</b>	80,298	81,199	83,042	86,100	87,450	88,935	90,446
<b>13</b>	81,904	82,823	84,703	87,822	89,199	90,714	92,255
<b>14</b>					90,983	92,528	94,100

A. Longevity Payments:

<b>Years</b>	<b>FY2018 Stipend</b>	<b>FY2019 Stipend</b>	<b>FY2020 Stipend</b>
10-<15	\$ 825	\$ 850	\$ 875
15-<20	\$ 925	\$ 950	\$ 975
20-<25	\$1,500	\$1,550	\$1,600
25-<30	\$1,900	\$1,950	\$2,000
30+	\$2,300	\$2,400	\$2,500

1. Eight hundred twenty-five dollars (\$825.00) in FY2018, eight-hundred fifty dollars (\$850.00) in FY2019 and eight-hundred seventy-five dollars (\$875.00) in FY2020 shall be added in the applicable contract year to the base salary of each teacher who has completed ten (10) years or more, but less than fifteen (15) years of service within the Plainville School System as a teacher.

2. Nine hundred twenty-five dollars (\$925.00) in FY2018, nine-hundred fifty dollars (\$950.00) in FY2019 and nine-hundred seventy-five dollars (\$975.00) in FY2020 shall be added in the applicable contract year to the base salary of each teacher who has completed fifteen (15) years or more but less than twenty (20) years of service within the Plainville School System as a teacher.

3. One thousand five-hundred dollars (\$1,500.00) in FY2018, one-thousand five-hundred fifty dollars (\$1,550.00) in FY2019 and one thousand six-hundred dollars (\$1,600.00) in FY2020 shall be added in the applicable contract year to the base salary of each teacher who has completed twenty (20) years or more, but less than twenty-five (25) years of service within the Plainville School System as a teacher.

4. One thousand nine-hundred dollars (\$1,900.00) in FY2018, one thousand nine-hundred fifty dollars (\$1,950.00) in FY2019 and two thousand dollars (\$2,000.00) in FY2020 shall be added in the applicable contract year to the base salary of each teacher who has completed twenty-five (25) years or more, but less than thirty (30) years of service within the Plainville School System as a teacher.

5. Two thousand three-hundred dollars (\$2,300.00) in FY2018, two thousand four-hundred dollars (\$2,400.00) in FY2019 and two thousand five-hundred dollars (\$2,500.00) in FY2020 shall be added in the applicable contract year to the base salary of each teacher who has completed thirty (30) years or more of service within the Plainville School System as a teacher.

B. Salary increments are not automatic and may be withheld for unsatisfactory professional performance by the Superintendent of Schools.

C. One (1) credit shall be given to the President of the Plainville Education Association. Not more than one (1) credit shall be given to an individual for the same position in the same organization over a five-year period.

D. Teachers shall advance along the horizontal "lanes" of the salary schedule on September 1st and on January 31st upon submission to the Superintendent of Proof of completion of the necessary credits or degree requirements.

E. Upon the submission of proof of completion of the necessary credits or degree requirements, teachers shall advance along the horizontal "lanes" of the salary schedule on September 1st and on January 31st, provided they provide documentation satisfactory to the Superintendent no later than January 1st or September 1st in order to move on September 1st or January 31st respectively.

F. Mileage: Teachers who are required to use their automobiles during the course of their employment shall be reimbursed for mileage at the rate set by the town of Plainville.

**ARTICLE XXIV - DURATION**

A. This Agreement shall become effective on September 1, 2017, and shall continue in force and effect to and including August 31, 2020.

B. If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent provided by law; but all other provisions shall continue in full force and effect.

C. IN WITNESS WHEREOF, the parties to this Agreement have caused these presence to be executive in duplicate by their respective representatives hereunto duly authorized, and their seals to be affixed hereto as of the date first above written.

FOR THE SCHOOL COMMITTEE

FOR THE ASSOCIATION

\_\_\_\_\_  
XXXXX, Chair

\_\_\_\_\_  
XXXXX, Co-President  
Plainville Education Association

\_\_\_\_\_  
XXXXX, Co-President  
Plainville Education Association

\_\_\_\_\_  
XXXXX, Chairperson  
P.R. & R.

\_\_\_\_\_  
XXXXX

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XXXXX

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XXXXX

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XXXXX

**APPENDIX A - STIPENDS**

**Plainville Public Schools**

<b>Stipends</b>	<b>FY2018</b>	<b>FY 2019</b>	<b>FY2020</b>
Data Team Member	\$342	\$350	\$358
Enrichment Coordinator	\$695	\$710	\$730
Grade/Teacher Liaison	\$695	\$710	\$730
Mentor Program Coordinator	\$1,390	\$1,420	\$1,450
Mentor	\$695	\$710	\$730
Nature's Classroom Coordinator	\$400	\$410	\$420
Curriculum Team Member	Tier I = \$304 Tier II = \$608 Tier III = \$912 Tier IV = \$1,216 Tier V = \$1,520	Tier I = \$310 Tier II = \$620 Tier III = \$930 Tier IV = \$1,240 Tier V = \$1,550	Tier I = \$318 Tier II = \$636 Tier III = \$954 Tier IV = \$1,272 Tier V = \$1,590



<b>Stipends</b>	<b>FY2018</b>	<b>FY 2019</b>	<b>FY2020</b>
Curriculum Coordinator	Tier I = \$373 Tier II = \$746 Tier III = \$1,119 Tier IV = \$1,492 Tier V = \$1,865	Tier I = \$382 Tier II = \$764 Tier III = \$1,146 Tier IV = \$1,528 Tier V = 1,910	Tier I = \$391 Tier II = \$782 Tier III = \$1,173 Tier IV = \$1,564 Tier V = \$1,953
Common Scoring	Bachelor's Step 1 Hourly Rate \$37.95	Bachelor's Step 1 Hourly Rate \$38.81	Bachelor's Step 1 Hourly Rate \$39.78
Enrichment Instructor (10-14 students)	Bachelor's Step 1 Hourly Rate \$37.95	Bachelor's Step 1 Hourly Rate \$38.81	Bachelor's Step 1 Hourly Rate \$39.78
Enrichment Instructor (15-20 students)	1.5 times Bachelor's Step 1 Hourly Rate \$56.93	1.5 times Bachelor's Step 1 Hourly Rate \$58.22	1.5 times Bachelor's Step 1 Hourly Rate \$59.67
Enrichment Instructor (21 or more students – 2 teachers)	Bachelor's Step 1 Hourly Rate \$37.95	Bachelor's Step 1 Hourly Rate \$38.81	Bachelor's Step 1 Hourly Rate \$39.78
Enrichment Instructor (21 or more students – 1 teacher)	1.5 times Bachelor's Step 1 Hourly Rate \$56.93	1.5 times Bachelor's Step 1 Hourly Rate \$58.22	1.5 times Bachelor's Step 1 Hourly Rate \$59.67
Homework Support	Bachelor's Step 1 Hourly Rate \$37.95	Bachelor's Step 1 Hourly Rate \$38.81	Bachelor's Step 1 Hourly Rate \$39.78
NEASC Committee Member	Bachelor's Step 1 Hourly Rate \$37.95	Bachelor's Step 1 Hourly Rate \$38.81	Bachelor's Step 1 Hourly Rate \$39.78

<b>Stipends</b>	<b>FY2018</b>	<b>FY 2019</b>	<b>FY2020</b>
Performance-Based Task Development	Bachelor's Step 1 Hourly Rate \$37.95	Bachelor's Step 1 Hourly Rate \$38.81	Bachelor's Step 1 Hourly Rate \$39.78
Unit Development	Bachelor's Step 1 Hourly Rate \$37.95	Bachelor's Step 1 Hourly Rate \$38.81	Bachelor's Step 1 Hourly Rate \$39.78
Ad hoc Committee Member	Bachelor's Step 1 Hourly Rate \$37.95	Bachelor's Step 1 Hourly Rate \$38.81	Bachelor's Step 1 Hourly Rate \$39.78
Professional Development Instructor	\$75.00 per hour	\$77.00 per hour	\$80.00 per hour