

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between the Town of Carver Public School Committee (Committee) and the Education Association of Plymouth and Carver Teachers (Association).

Whereas, the Committee and the Association entered into a collective bargaining agreement for the period September 1, 2012 to and including August 31, 2015; and

Whereas, the Committee and the Association have negotiated the terms and conditions of employment for a successor agreement for the period September 1, 2015 to and including August 31, 2018,

NOW THEREFORE, in consideration of mutual covenants and promises the parties agree as follows:

1. The terms and conditions set forth in the Collective Bargaining Agreement between the parties for the period September 1, 2012 through August 31, 2015 shall remain in full force and effect for the period September 1, 2015 through August 31, 2018, except as amended herein.

2. **ALL ARTICLES AND APPENDICES: WAGE INCREASES**

Amend the Collective Bargaining Agreement by applying the following wage increases to the Agreement in its entirety:

- Effective September 1, 2015, any and all rates of compensation in effect on August 31, 2015 shall be increased by one and a half (1.5) percent (1.5%);
- Effective September 1, 2016, any and all rates of compensation in effect on August 31, 2016 shall be increased by one and a half (1.5) percent (1.5%);
- Effective September 1, 2017, any and all rates of compensation in effect on August 31, 2017 shall be increased by two (2.0) percent (2.0%)

3. **COVER PAGE:**

Amend as follows:

“This Agreement is made and entered into
by and between the CARVER SCHOOL COMMITTEE
(hereinafter referred to as the "Committee" **or the “Employer”**),
and the EDUCATION ASSOCIATION OF

PLYMOUTH AND CARVER
(hereinafter referred to as the "Association".)

4. **ARTICLE V AND APPENDIX A: SALARIES**

Amend Appendix A, Section I, by adding the following as new Subsection L:

“If a Teacher is notified within two weeks prior to the start of the work year of a change in room or a new class/grade level/prep assignment, teachers shall be compensated as follows at their per diem rate:

Moving Rooms: One (1) Day

New Assignment and/or Preparation: One (1) Day

Teachers shall be compensated at their per diem rate for time spent at a mandated training that occurs outside of the contractual work day and year.”

5. **ARTICLE VI: TEACHING HOURS AND WORK YEAR:**

A. Amend Section B, Subsection 1 by replacing current contract language with the following:

“The work year of teachers (except first year teachers who may be required to attend additional orientation sessions) will begin no earlier than the Monday before Labor Day and terminate no later than June 30th. The number of days for teachers will be one hundred eighty-four (184), to include the day before the opening of school for students, which, consistent with established practice, shall serve as a day of preparation for the opening of school without the scheduling of professional development programs. **Administrative meetings will not exceed two and a half (2.5) consecutive hours on the day before the opening of school for students. The two and a half (2.5) consecutive hours does not include any morning recognition ceremony/function.** The number of days with the students shall be no more than one hundred eighty-two (182).

It is agreed that any and all professional development days for teachers will be scheduled to occur before March 30 of each year. It is further understood that teachers shall have the option of using one of the professional days to participate in a program or activity of their choice and design so long as it has been approved in advance by the Superintendent/designee. In deciding whether to grant approval, the Superintendent/designee will consider whether the program or activity directly relates to a

district, school, or individual goal as documented on strategic, improvement, or professional development plans. **It is also understood that teachers shall have an additional half day professional day to participate in any program of their choice, on a professional development date that is chosen at the building based level.** Examples of programs or activities that may **or will** be approved include but are not limited to the following:

- a. Independent/ group projects in instruction or curriculum
- b. Previewing new materials/ texts
- c. Reviewing/ touring possible field trip sites
- d. Visiting other schools
- e. Technology workshops perhaps at BSC Moakley Center
- f. Subject/Field improvement (nurse, specialists, etc.)
- g. Subject specialists for seminar style workshops by subject
- h. Interdisciplinary group planning
- i. Multi-grade articulation on curriculum
- j. Activities aligned with the Evaluation process**
- k. Independent work on reports cards, progress reports and/or reporting out”**

- B.** Amend Section B, Subsection 3 by replacing current language with the following:

“The elementary workday will begin fifteen (15) minutes prior to the start of the students' school day and will end fifteen (15) minutes after the students' school day. The workday for grades 6-12 will begin fifteen (15) minutes before the students' school day and will end when the principal deems a teacher's professional duties are complete. The workday, however, shall not extend beyond seven (7) hours. Prior to and following the students' school day, teachers will be available to provide academic assistance to students. **All elementary teachers shall have either the first fifteen (15) minutes or second fifteen (15) minutes of the first thirty (30) minutes of the workday as duty free.**”

- C.** Amend Section B, Subsection 4 by replacing current language with the following:

“There will be a minimum of five (5) in-service training sessions per year. No more than one (1) of the above sessions will be scheduled in any given month. Other sessions may be scheduled with the consent of the School Committee at the request of the Association. On these days Preschool - Grade 5 students will, under the supervision of their teachers, be released by ~~12:15 p.m.~~ **11:45 a.m.** Middle High School students will be dismissed at ~~10:45~~ **10:55** a.m. All teachers will have a thirty (30) minute duty free lunch period. Employees will remain until the end of their normal school

day, with the exception that on those days when there is a system-wide in-service, all employees will remain until ~~3:15~~ **3:00** p.m.”

- D.** Amend Section D by replacing current contract language with the following:

“Teacher-parent conferences will be scheduled throughout the year at the request of the teacher, parent, and/ or principal; first priority in scheduling will be given to the parents' availability. For preschool - Grade 12, two formal teacher-parent conference days will be scheduled annually. Conferences on these days shall be during a two-hour period scheduled between the hours of 12:00 noon and 3:00 p.m., as well as during a two hour period scheduled between the hours of 6:00 **p.m.** and 9:00 p.m. These conferences shall be held close to the middle of the first and ~~second~~ **third** marking periods. They shall be scheduled by the principal after consultations with the faculty.”

- E.** Amend Section H by replacing current contract language with the following:

“The work year for guidance counselors at the Middle High School shall include time beyond the teacher work year sufficient to complete the responsibilities of the position. The responsibilities include the tasks associated with the opening and closing of the school year. Pay will be on a per diem basis for a minimum of seven (7) days and a maximum of ten (10) days. The number of days shall be ~~with~~ **determined by** mutual agreement of the building principal and the counselor.”

- F.** Amend Article by adding new Section I as follows:

“There shall be a half work day on Good Friday for all employees.”

- G.** Amend Article by adding new Section J as follows:

“Work Load

- 1. A Joint Labor Management Committee shall be convened no later than November of 2015, and shall consist of two (2) members appointed by the Association, two (2) members appointed by the School Committee, and one (1) member of the School Committee, to discuss issues around Work Load, including but not limited to the following:**

a. Professional Duties

b. Progress/Grade Reports

c. Relevant training prior to the expectation of mastery and

implementation of new Local, State and/or Federal mandates and/or initiatives, and new District adoptions, programs or curricula.

This Committee shall meet no less than twice per year and shall issue recommendations by majority vote but does not have the authority to modify the terms of Collective Bargaining Agreement.”

6. ARTICLE VIII: PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT:

- A. Amend Section C, Subsection 1, Paragraph c by replacing current contract language with the following:

“The course is necessary to achieve the goals set forth in the employee’s **Individual Professional Development plan and/or Individual Educator Plan.**”

- B. Amend Section C, Subsection 2 by replacing current contract language with the following:

“All ~~teachers~~ **certified and licensed professional employees** hired after July 1, 2003 must complete the Research for Better Teaching (RBT) “Studying Skillful Teaching” course no later than the conclusion of their sixth year of ~~teaching~~ **employment** in Carver. Any ~~teacher~~ **certified and licensed professional employee** who enrolls in the “Understanding Teaching I” course will be reimbursed for the entire amount of the tuition. This tuition reimbursement shall be in addition to the reimbursement available for other approved courses under Paragraph ~~C(1)~~.”

7. ARTICLE X: EQUIVALENT CREDITS:

Amend Section A, Subsection 1 by replacing current language with the following:

“Full-time employment, if the duties performed or skills acquired bear relation to the proposed assignment of a (~~teacher defined below~~) **teacher as defined below in Section D.**”

8. ARTICLE XI: TEACHING ASSIGNMENT AND NON-TEACHING DUTIES:

- A. Amend Section C, by replacing current language with the following:

“Teachers who teach grades 6-12 and are assigned more than a total of three (3) course preparations, shall receive a stipend of \$220 per any additional course prep over three. To the extent possible, assignment in the school will be done with mutual agreement of teacher and administrator.”

B. Amend Section D, by deleting Subsection 3:

~~“In the elementary schools, qualified paraprofessional personnel will be assisted by the teachers in ensuring the orderly passage of children to and from the lunchroom and playground areas and classrooms during in-door recess. They will also help when requested by the principal in any area during an emergency or unusual circumstances.”~~

C. Amend Section E, by replacing current language with the following:

“Playground supervision shall be according to the following rates:

1 to 7 classes	1 teacher plus 2 non-unit A employees
8 to 16 classes	2 teachers plus 2 non-unit A employees
1 or 2 classes	1 teacher
3 or 4 classes	2 teachers
5, 6, or 7 classes	3 teachers
8, 9, or 10 classes	4 teachers
11, 12, or 13 classes	5 teachers
14, 15, or 16 classes	6 teachers

D. Amend Article by adding new Section F as follows:

“Assignment of non-teaching duties shall be done in a fair and equitable manner on a rotation basis.”

9. ARTICLE XIII: EMPLOYEE EVALUATION:

Amend Article XIII by replacing current contract language with the following:

A. “All monitoring or observation of the work performance of an Employee will be conducted openly and with full knowledge of the Employee. Employees will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors. No Employee shall receive adverse comments in the presence of pupils **or other bargaining unit employees.**

B.—

~~1. Each Employee shall be given his evaluation report and shall have the opportunity to discuss such report with his/her supervisor and/or principal. After such discussion, the Employee shall sign the report, but the Employee's signature does not necessarily indicate agreement with its contents. The Employee may request a delay of one (1) day prior to the signing and filing of such report in the Employee's personnel file.~~

~~2. Any adverse evaluation of an Employee's performance filed by the Employee's supervisor and/or principal may be subject to the grievance procedure herein set forth, but only on the grounds of bad faith and/or discrimination.~~

~~C. B.~~

1. A personnel file shall be maintained by the School Department for each Employee in the Office of the Superintendent. If the Superintendent or designee determines that complaints or other material which reflects negatively upon an Employee are to be placed in a personnel file, the Employee shall be provided an opportunity to review such material and asked to sign a copy for placement in his/her personnel file. The Employee's signature will signify only that he/ she has seen such material.
2. An Employee shall have the right to answer in writing any complaints filed in his/her personnel file, and his/her answer shall be attached to the complaint and reviewed by the Superintendent. The failure of the Administration to respond in writing to the aforesaid Employee's answer shall not indicate agreement with the Employee's answer.
3. The Association recognizes the authority and responsibility of the principal for disciplining or reprimanding an Employee for delinquency of professional performance. **If a Principal has a reasonable belief that a meeting with the Employee may lead to a reprimand or other discipline, the Principal shall so inform the Employee and the Employee may choose to have a member of the Association present at the meeting.** If an Employee is to be reprimanded or disciplined by a member of the administration above the level of principal, he/ she is to be given 48 hours' notice in writing of such action, and shall have the right to have a member of ~~the PR&R Committee~~ of the Association present. Nothing herein negates the rights the Employee may have under Massachusetts General Laws Chapter 71 sections 42 and 42D.
4. Upon written request, each Employee shall have the right to review the contents of his/her personnel file. At the Employee's request a

representative of the Association may accompany the Employee in such review. Facilities shall be available for the Employee to make photocopies at his/her expense of such contents and records as concern his/her work or him/herself. Nothing shall be included in an Employee's personnel file without notification of the Employee.

~~D.~~ C. No Employee will be disciplined or reprimanded without just cause. The provisions of this Article are not intended to restrict the Superintendent's or principal's sole right to appoint or not to appoint teachers without professional teacher status under the provisions of M.G.L. Chapter 71.

~~E.~~ Teachers with professional teacher status will be evaluated at least once every two (2) years. Employees without professional status will be evaluated annually. Teachers will be evaluated pursuant to the evaluation system incorporated in Appendix C of this Agreement.

D. The Parties will meet during the term of the collective bargaining agreement to consider and to fulfill any obligations to negotiate over the implementation of updates and revisions to Article XIII (Employee Evaluation), to Appendix A and to Appendix C that may be appropriate based upon new regulations/ guidance that have been or may be made at the state/ federal level.”

10. ARTICLE XV: PAID SICK LEAVE:

A. Amend Section B, Subsection 2 by replacing current language with the following:

“A maximum of **ten (10)** ~~seven (7)~~ paid days per school year for a serious illness in the immediate family, which shall include the Employee's spouse, child, son/ daughter-in-law, parent, father/ mother-in-law, sibling, or other resident member of the Employee's household. It is understood that the granting of leave under this paragraph is upon the condition that the Employee's personal attention is necessary for the care of the member of the household and that no other capable person is available to perform such care.”

B. Amend Section D by replacing current language with the following:

“**1. Application for Benefits**

a. **Application to the Sick Leave Bank Committee for benefits must be in writing to the Superintendent and must be accompanied by medical evidence of illness, submitted by certification, by a state-certified Medical Doctor, state-certified Chiropractor or a state-certified practicing medical specialist affiliated with a Medical Doctor.**

A second opinion by a specialist in the area of the illness may be requested by the Sick Leave Bank Committee with costs paid for by the District.

b. Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite the process, but drawing upon the Bank will not actually commence until after the employee's own sick leave days are exhausted, adequate medical evidence has been provided, and the Sick Leave Bank Committee has approved the days; and in no event, unless the illness has exceeded ten (10) consecutive school days. Under unusual circumstances, the Association may submit a written request on behalf of an eligible employee.

2. Composition of Committee and Criteria for Determining Eligibility

The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be designated by the Committee to serve at its discretion, and two (2) members shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for use of the bank and the amount of leave to be granted. All decisions of the Sick Leave Bank Committee shall be by majority vote. A tie vote shall constitute a denial of sick leave. The following criteria shall be used by the Sick Leave Bank Committee in administering the bank and in determining eligibility and amount of leave:

1. Adequate medical evidence of serious illness.
2. Prior utilization of all eligible sick leave.
3. Length of service in the Carver or Plymouth/Carver Schools.”

C. Amend Article by adding New Section F as follows:

“Upon retirement, an employee shall donate twenty percent (20%) of his or her accrued sick leave to the Sick Leave Bank.”

11. ARTICLE XVI: TEMPORARY LEAVES OF ABSENCE:

Amend Section A, Subsection 1, Subsection a, Paragraph 3 by replacing current language with the following:

“If said day abuts a holiday or if the Employee is the second person from their school to request a personal business day for any given Monday or Friday, the Employee shall request the day only for one of the reasons listed in paragraph b below”

12. **ARTICLE XVIII: MATERNITY LEAVE:**

Amend Section G by replacing current language with the following:

“All benefits to which the Employee was entitled at the time her leave of absence commenced, including any unused accumulated sick leave, shall, except as ~~in~~ **is** otherwise provided herein, be restored to her upon her return. Upon her return, she shall be advanced to the next step on the salary schedule, provided she has taught at least ninety-one (91) days during the year in which her maternity leave commenced.”

13. **ARTICLE XVIII: SABBATICAL LEAVES:**

Amend Section B by replacing current contract language with the following:

“The teacher has served **at least** five (5) consecutive years in the system.”

14. **ARTICLE XXII: GENERAL PROVISIONS**

Amend Article by adding New Section N as follows:

“Any document that the Employer is aware of that is presented to Employees from third party entities which require a signature from the Employee must be provided in advance to the Association for review. No employee shall be prejudiced by refusing to sign said document without such counsel.”

15. **ARTICLE XXIV: DURATION**

Amend Article by replacing current language with the following:

“The provisions of this Agreement will be effective as of September 1, **2015** ~~2012~~ and will continue through August 31, **2018** ~~2015~~.”

16. **APPENDIX A: EXTRA SERVICE:**

The Association proposes the establishment of a negotiations joint labor management subcommittee to discuss extra service compensation and revision of District forms. The subcommittee shall bring their recommendations for any changes to Appendix A back to their respective bargaining teams for approval prior to reaching a tentative agreement. Amend as follows:

17. ADDITIONAL HOUSE KEEPING

The parties agree to make all corrections and updates, including but not limited to the incorporation of Memoranda of Agreement entered into prior to the date of ratification of this Agreement, prior to the printing of the final Collective Bargaining Agreement for the period September 1, 2015 through August 31, 2018.

Wherefore, the parties have caused this Memorandum of Agreement to be executed this ___ day of _____ 2015.

For the Town of Carver Public School Committee

Date

For the Education Association of Plymouth and Carver

Date