

Agreement Between

**The Provincetown  
Association of Educators**

and

**The School Committee  
of Provincetown**

July 1, 2020 – June 30, 2023



Moving Forward Together

## Table of Contents

	Page
Agreement and Definitions	
Article I Recognition	<u>1</u>
Article II Rights and Responsibilities of the Provincetown School Committee and Provincetown Association of Educators	<u>2</u>
Article III Effect of Agreement	<u>3</u>
Article IV Severability/Legislation	<u>4</u>
Article V Non Discrimination and Equal Opportunity	<u>4</u>
Article VI Employee Status and Just Cause	<u>4</u>
Article VII Association Dues	<u>5</u>
Article VIII Payroll Deductions	<u>6</u>
Article IX Personal Injury and Protection	<u>6</u>
Article X Professional Record	<u>7</u>
Article XI Miscellaneous	<u>7</u>
Article XII Vacancies and New Positions	<u>8</u>
Article XIII Step Placement	<u>9</u>
Article XIV Grievance Procedure	<u>9</u>
Article XV Work Day and Work Year	<u>12</u>
Article XVI Temporary Absences	<u>16</u>
Article XVII Parental and Child Care Leave	<u>20</u>
Article XVIII Sick Leave Bank	<u>23</u>
Article XIX Longevity	<u>25</u>
Article XX Professional Growth	<u>26</u>
Article XXI Professional Employee Evaluation	<u>28</u>
Article XXII Reduction in Force	<u>30</u>
Article XXIII Teacher Facilities	<u>33</u>
Article XXIV Consultation	<u>34</u>
Article XXV Compensation	<u>34</u>
Article XXVI Memorandum of Understanding	<u>35</u>
Article XXVII Duration of Agreement	<u>35</u>
Appendix A-1 Salary Scale FY-21	<u>37</u>



Appendix	A-2	Salary Scale FY-22	<u>37</u>
Appendix	A-3	Salary Scale FY-23	<u>38</u>
Appendix	B	Stipend Positions	<u>38</u>
Appendix	C	Professional Employee Evaluation	<u>40</u>

## **AGREEMENT**

This Agreement is entered into between the Provincetown School Committee, hereinafter referred to as the Committee, and the Provincetown Association of Educators, hereinafter referred to as the Association, affiliated with the Massachusetts Teachers Association and the National Education Association.

### **Definitions**

Where the words are used in this Agreement, "Committee" means the School Committee of the Town of Provincetown in the County of Barnstable and Commonwealth of Massachusetts; "Association" means the Provincetown Association of Educators. "Committee responsibility" means the powers and duties conferred by law upon the Committee for the conduct of the public schools of Provincetown. "Teachers" as used in this Agreement shall mean the members of the professional staffs of the Provincetown Public Schools as defined in Article I of this Agreement including, but not limited to, classroom teachers. Wherever the singular, plural, male or female designation is used in this Agreement, it is intended to include the other.

### **Article I Recognition**

A. The Provincetown School Committee recognizes the Association of Educators as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other conditions of employment for all teachers employed by the Provincetown School Committee, excluding all other employees. Teachers includes all teachers, teachers of remedial or special education, guidance counselors, the school librarian, psychologist, social worker/adjustment counselor, school nurse, and no other professional or non-professional employees of the Provincetown Public Schools.

B. The Provincetown School Committee agrees not to negotiate with any teachers or applicants with respect to hours, wages, or any terms and conditions of employment. The Provincetown School Committee also agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Massachusetts General Laws Chapter 150E of the Laws of the Commonwealth of Massachusetts.

C. The Committee also agrees not to discriminate against any employee concerning her/his membership in the Association, participation in collective bargaining negotiations, participation in any lawful activities of the Association, or under the institution of any grievances, complaints, or proceeding under this Agreement, or because of race, color, creed, national origin, age, sexual orientation, handicap, or gender.

**Article II**  
**Rights and Responsibilities of the Provincetown School Committee**  
**and the Provincetown Association of Educators**

A. The Provincetown School Committee is a public body established under and with powers provided by, the statutes of the Commonwealth of Massachusetts, and nothing in this Agreement shall derogate from the powers and responsibilities of the Provincetown School Committee under those statutes, or the rules and regulations of agencies of the Commonwealth. As to every matter not covered by this Agreement, the Provincetown School Committee retains the powers, rights, and duties that it has by law and may exercise the same without any such exercise being made the subject of a grievance or arbitration proceedings hereunder.

Subject to the provisions of this Agreement, the Committee shall have the right to promulgate rules and regulations pertaining to teachers so long as the rules and regulations do not conflict with any terms or conditions of this Agreement.

B. The Provincetown Association of Educators shall be responsible for representing the interest of all teachers without discrimination and without regard to Association membership.

C. The Committee and the Association shall not discriminate against teachers in the exercise of their rights, freely and without fear of penalty and reprisal, to form, join, and assist any employee organization, or to refrain from any such activity in accordance with the Municipal Employee Relations Acts of the Commonwealth of Massachusetts. Except as expressly provided herein, the freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association and acting for it in the capacity or organization representative.

D. Matters appropriate for consultation and negotiation between the parties hereto are: practices, procedures, and implementation of policies relating to working conditions which fall under the authority of the Committee, and which are subject to negotiation under the



Massachusetts General Laws Chapter 150E of the General laws of the Commonwealth of Massachusetts. During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter proposals.

E. Each employee shall continue to have the right to bring matters of personal concern to the attention of appropriate officials of the Provincetown Public School in accordance with applicable laws, rules, and regulations.

F. A written list of Association officials and bargaining representatives shall be furnished to the Committee immediately after their designation.

G. The Association shall have the right through its Executive Board to recommend, in an advisory capacity, to the Committee the establishment of positions and programs.

### **Article III Effect of Agreement**

A. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiation, except such amendments hereto as shall have been reduced to writing and signed by the parties.

B. This Agreement may be reopened at any time by mutual consent only. Should either party wish to re-negotiate a provision of this Agreement, said party shall set forth in writing the section, proposed change, and the reasons for which the change is proposed and forward said document to the other party.

Within fourteen (14) school days of receipt of such notice, the receiving party shall respond in writing to the initiating party indicating its willingness to reopen said section in question, or its refusal to do so. Any agreement reached through this process will be signed by the Committee and the Association and will become a part of this Agreement.

C. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future endorsement of all the terms and conditions of this Agreement.

D. No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

E. Where this Agreement requires the appropriation of funds to carry out any provision hereof, the Committee agrees to include such funds in the school budget to the extent permitted by law.

**Article IV  
Severability/Legislation**

Should any of the terms and conditions of this Agreement be found to be in violation of any Federal or State law, by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and in effect for the duration of this Agreement.

**Article V  
Non-Discrimination and Equal Opportunity**

- A. The private and personal life of employees is not within the appropriate concern or attention of the Committee except as it may interfere with the employee's responsibilities to and relationships with the students and/or the school system.
- B. Employees will be entitled to the full rights of citizenship, and no religious or political activities of any employee (provided such activities do not take place during his/her work hours) or lack thereof, will be the grounds for any discipline or discrimination with respect to the employment of such employee, except as such activities may interfere with the employee's responsibilities to and relationship with students and/or the school system.

**Article VI  
Employee Status and Just Cause**

- A. The Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for delinquency of professional performance, in private.
- B. The parties affirm their desire that all employees of the Provincetown Schools – administrators, professional employees, and others included – treat each other with dignity and mutual respect.
- C. If the administration receives a complaint about a professional employee, it shall promptly notify the professional employee of the complaint, shall identify the complainant, and



shall inform the professional employee of the disposition of the complaint. The administration should try to resolve complaints at the lowest practical administration level.

D. No employee will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

E. Progressive Discipline

For the purposes of this Article, each offense is defined as a minor act of non-professional behavior such as, but not limited to: tardiness, lateness in submitting paper work, not calling in for substitute coverage in a timely manner, etc. A more serious breach of conduct may accelerate disciplinary response to Step 4, 5, or 6 thus bypassing steps 1, 2 or 3.

1. First offense: Verbal warning. Presence of a union representative encouraged.
2. Second offense: Written warning.
3. Third offense: Written reprimand in file.
4. Fourth offense: Administrative leave with pay
5. Fifth offense: Administrative leave without pay.
6. Sixth offense: Dismissal.

## **Article VII Association Dues**

A. The Committee agrees to deduct from the salaries of its employees' dues payment for the Provincetown Association of Educators, the Massachusetts Teachers Association, and the National Education Association, or any one of such Associations as said teachers, individually and voluntarily, authorize the committee to deduct and to transmit the monies promptly to such Association or Associations. The amount of said annual dues must be certified by the Association to the School Committee by December 31st.

B. The Association agrees to save the Committee and/or its employees, agents or representatives harmless from any action growing out of these deductions and commenced by any employee against the Committee. The Association assumes full responsibility for the disposition of funds so deducted once they have been turned over to the authorized Association official.



**Article VIII**  
**Payroll Deductions**

- A. Deductions: Payroll deductions shall be provided for tax-sheltered annuities and for approved group hospital, medical, life insurance, and Local Association dues.
- B. Employees shall be entitled to participate in all life and medical insurance benefits provided by any insurance plan adopted and maintained by the Town of Provincetown pursuant to applicable statutes. The cost of such benefits shall be paid as provided in such plan.
- C. All payroll deductions requested by the employee shall be authorized on a form to be provided for that purpose by the Superintendent. All such deductions shall be so stipulated no later than October 1<sup>st</sup>, and shall remain constant for the entire pay year, except that changes may be made as of February 1<sup>st</sup>, to remain in effect until the following October 1<sup>st</sup>.
- D. In order for tax sheltered annuities to be initiated or altered, employees must submit to the Superintendent's office a signed salary reduction agreement from the annuity company thirty (30) days prior to the modified deductions. Such requests can be made at any time.
- E. A teacher may contract with the Committee for the purchase of an annuity pursuant to Massachusetts General Laws, Chapter 71, Section 37B as part of his/her employment compensation.

**Article IX**  
**Personal Injury and Protection**

- A. Whenever an employee is absent from school as a result of personal injury caused by an accident or an assault occurring while in the performance of his/her duties, he/she will be paid his/her full salary (less the amount of any workmen's compensation award made for temporary disability due to said injury) for the period of such absence. This period of absence shall be deducted from the employee's accumulated sick leave.
- B. In the event an employee is absent from school for medical reasons for a period in excess of thirty (30) consecutive school days, the Provincetown School Committee may require the employee to undergo a physical examination at the Provincetown School Committee's expense and by a doctor of mutual choice, in order for the Provincetown School Committee to better anticipate the length of the employee's absence.

C. Employees will immediately report in writing to the Superintendent of Schools all cases of assault suffered by them in connection with their employment. This report will be forwarded to the Provincetown School Committee, which will comply with any reasonable request from the employee for information in its possession relating to the incident or the persons involved, and the Committee will act in appropriate ways as liaison between the employee, the police and the courts.

D. In order to provide indemnification for its employees, the Provincetown School Committee accepts the provisions of the Massachusetts General Laws, Chapter 41, Section 100C.

### **Article X Professional Record**

A. Employees will have the right upon written request, to review and copy the content of their personnel file. Upon request of the teacher, an Association representative shall be permitted to be present at such review.

B. Only one official personnel file may be kept within the Provincetown Schools. This file is to be kept at the Provincetown Schools administration office. Provincetown Schools shall maintain the confidentiality of these files in accordance with state and federal law.

C. No material derogatory to an employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had an opportunity to review such materials. This opportunity will be acknowledged by a signature. The signature does not mean agreement with the contents of the material. The employee may submit a written response to the material; this will be attached to the file copy which will be reviewed by the Superintendent.

D. Grievance files will not be included in personnel files.

### **Article XI Miscellaneous**

A. The Committee will, upon request, provide the Association with non-privileged documents which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and students.



- B. A copy of the official agenda for Provincetown School Committee meetings will be given to the Association prior to said meetings.
- C. A number of copies of this Agreement shall be printed sufficient for each teacher and Committee member to have a copy in his/her possession. In addition, sufficient additional copies to meet the needs of projected staff changes and appropriate school personnel shall be printed. The cost of such printing shall be shared equally by the Committee and the Association.
- D. If a new bargaining unit position is established, the Committee will negotiate with the Association over the appropriate salary for such position.
- E. If there are any substantial changes in the working conditions of an existing position, the Committee will negotiate with the Association regarding possible modifications in the salary for such position.
- F. The Provincetown School Committee agrees to distribute copies of the Successor Agreement to each employee within thirty (30) days of the signing of the Agreement or by the effective date of the Agreement, whichever is later. The Committee further agrees to present a copy to each new employee upon hiring during the term of the Agreement.
- G. Teachers shall not be required to count or collect lunch money.
- H. Any teacher who volunteers to drive students in a school system vehicle will only do so if properly licensed, trained, and covered by insurance through the system/town to transport students. A teacher who volunteer will be compensated at \$40.00 per hour with time prorated for fractions thereof, for time outside the school day. Prior approval and timesheets are required.

**Article XII**  
**Vacancies & New Positions**

- A. The filling of vacancies and new positions in the Provincetown Schools is the responsibility of the Principal with approval by the Superintendent. Postings and advertisements for vacancies will include specifications, and qualifications.
  - 1. In exercise of such responsibility, the administrator agrees to post and advertise, internally all vacancies within the school system for two (2) calendar days prior to permanently filling the position or prior to posting the position externally. The president of the Association, or his/her designee, will be notified via email of the vacancy when it is advertised and posted.



2. When, in the judgment of the administration, the qualifications and skills of candidates are comparable, first consideration in filling vacancies will be given to candidates within the Provincetown Schools.

3. The parties may, by mutual written agreement, amend the posting period contained in this article.

**B. Programs Outside the School Day/Year**

The staffing of programs conducted by the Provincetown Schools is the responsibility of the Principal subject to the Superintendent's approval.

**Procedure:**

1. All anticipated positions will be posted internally and via email in the school(s) for two (2) calendar days. Positions may also be advertised externally at the same time.
2. Positions for special programs will be filled first by regularly appointed employees in the Provincetown Schools if similarly qualified and skilled.

**Article XIII  
Step Placement**

A. In general, each new employee shall be placed on the step of the salary schedule commensurate with his/her background and experience. Employees shall not be credited with service time for any fraction of a year less than one half.

B. Teachers with previous experience in the Provincetown Schools who have attained professional teacher status will, upon returning to the school district, receive full credit on the salary schedule for all teaching experience up to the salary maximums.

C. The Superintendent may credit any new applicant at the time of initial employment with academic, occupational, military, or Peace Corps experience, where such experience bears relationship to the teacher's professional assignment and will benefit the students in that teacher's assignment.

**Article XIV  
Grievance Procedure**

The number of days written hereunder are maximums; the parties are encouraged to submit decisions and relevant paperwork as soon as reasonably possible and practicable. In the event

that a grievance is filed, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits will be reduced, by mutual agreement, so that the procedure may be exhausted prior to the end of the school year or as soon after as is reasonably practicable. If such a procedure as described immediately above extends into summer recess, the procedure will continue on a Monday through Friday basis, exclusive of legal holidays. The time limit may be extended in any specific instance by mutual consent.

- A. The purpose of this grievance procedure is to give employees access to administrative review of grievances as defined below.
- B. A grievance shall be a claim by an employee that she/he has been adversely affected by an administrative violation of this Agreement or a Committee rule or policy concerning a matter covered by this Agreement.
- C. Failure to bring a grievance on the first stage within the time limits described, or failure to process a grievance to succeeding stages within the time limits described, shall constitute a waiver of the grievance and the grievance shall abate.

The grievance procedure shall be the sole remedy for any grievance arising thereunder.

- D. All grievances shall be in writing and shall contain the following:
  - 1. Name and position of grievant
  - 2. Date grievance arose
  - 3. The contract provision, rule or policy claimed to be violated
  - 4. Name of person allegedly causing violation
  - 5. The facts which give rise to the grievance
  - 6. The redress claimed
  - 7. The signature of the grievant
  - 8. The date of signature
- E.
  - 1. All grievances shall be brought to the first stage of the procedure within thirty (30) calendar days after the occurrence which gave rise to the grievance.
  - 2. At each stage of the grievance procedure the grievant may, at her/his option, request to be accompanied by a representative of the Association at any hearing or discussions relative to the grievance.
  - 3. In the event that a grievance affects a group of employees, the group of employees may request the Association to submit the grievance on their behalf,



commencing at Stage II – Superintendent. Any meeting with reference to the above may be held during non-school hours.

F. Stage I –Principal

All employees are encouraged to engage in a problem-solving conversation with the Principal prior to filing an official Stage I Grievance. Association representation or accompaniment is advised.

1. Should the informal process fail to satisfy the employee, the grievant(s) or the Association will present the grievance to the Principal orally and in writing, within the thirty (30) calendar day period in E1 of this Article providing all the information listed in D in this Article.
2. The Principal shall render a decision, in writing, within fifteen (15) school days after the receipt and presentation of the written grievance.
3. In the event the grievant is not satisfied with the Principal's decision, she/he may appeal to Stage II of the grievance procedure by filing a written grievance with the Superintendent within five (5) school days in conformity with the provisions of D above, stating the reasons for the appeal.

G. Stage II – Superintendent

1. The Superintendent and the grievant(s) shall meet to discuss the grievance within ten (10) school days from the date of the filing of the appeal in F-3, or from the date that the Association notifies the Superintendent that it will exercise its right to begin the grievance at Stage II, as provided in Section E-3.
2. The Superintendent shall issue a decision on the grievance, in writing, within fifteen (15) school days after the discussion.
3. If the grievant is not satisfied with the Superintendent's decision, she/he may appeal to the Provincetown School Committee by filing a written grievance with the Human Resources Administrative Assistant within ten (10) school days after receipt of the Superintendent's decision or the date the decision is due, whichever is earlier.
4. This appeal shall be in the form described in Section D above.

H. Stage III – Provincetown School Committee

The Provincetown School Committee shall hold a hearing on the grievance within twenty-five (25) school days after the filing of the appeal or at the next regularly scheduled Provincetown



School Committee meeting, whichever is later. The Provincetown School Committee shall issue, in writing, its decision on the grievance within ten (10) school days of the hearing.

#### I. Arbitration

Within twenty (20) school days after receiving the decision on the grievance by the Provincetown School Committee under the foregoing steps of the grievance procedure, the Association may request arbitration of such grievance under the rules of the American Arbitration Association.

1. The decision of the arbitrator shall be rendered within thirty (30) calendar days of the completion of the arbitration hearings, although such period may be extended by mutual agreement of the parties hereto.
2. The decision of the arbitrator shall be final and binding on the parties, unless it is contrary to law.
3. The arbitrator shall have no power to change, alter, add to or detract from the terms and provisions of this Agreement. The grievance as stated in the request for Arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator unless the parties agree to modify the scope of the hearing.
4. No employee shall have the right to require arbitration, that right being reserved to the Committee or the grievance committee of the Association.
5. The Committee, Association and all parties to the grievance shall make available, upon request, records which are pertinent to the grievance.
6. Each party, the Committee and the Association shall bear the expense of preparing and presenting its own case. The costs, if any, of the Arbitrator and the incidental expenses mutually agreed to in advance shall be shared equally between the Provincetown School Committee and the Provincetown Association of Educators. In the event of more than one postponement with the arbitrator without a four-week prior notice, the party canceling the meeting assumes all expenses unless both parties agree otherwise.

### **Article XV Work Day and Work Year**

#### A. Work Day

1. The normal workday of each teacher is 7 ¼ hours and will begin no earlier than 8AM and end no later than 4:30PM. The normal work day for teachers will end thirty (30) minutes after the student dismissal time. The Principal may schedule any teacher to work one hour after student dismissal time one day during the work week for the purpose of providing extra help to students, as long as that teacher is also scheduled to end the work day at student dismissal time on one day of the work week (besides Friday). After such schedules are set for teachers at the beginning of the work year, should the need arise, the Principal may change a teacher's end-of-the-day schedule after discussion with the teacher and with reasonable notification of the effective date of the change in schedule. The Provincetown Schools reserves the right to assign teachers an earlier starting time and an earlier finish time, provided that the overall length of the work day is 7 ¼ hours.

2. On Fridays, days preceding holidays, and evening parent teacher conference days, teachers are free from duty at the close of the student school day.

3. The teachers may be allowed to leave the building at the end of the students' school day with the approval of and at the discretion of their principal. Reason for refusal to allow the teacher to leave the building at the end of the students' school day shall be given to the teacher at the time of refusal. Any educationally justifiable reason given shall render the Complaint and Grievance procedures of this contract null and void regarding this section of this article only.

4. In order to allow for necessary professional activities, all staff personnel shall be available for any afternoon conferences, workshops and activities which may be necessary to carry on the school program successfully no more than one time per week. Every effort shall be made to give teachers adequate advance notice of such meetings. These meetings shall extend for no more than one (1) hour beyond the end of the teacher's contractual work day. In return for this extra half-hour of work/meeting time without additional monetary compensation, each teacher will be provided with ten (10) hours over the course of the year to devote to his/her evaluation accountability data preparation. These ten (10) hours will be provided on a scheduled Tuesday once per month. No make-up day will be scheduled if school is closed on one of these days.



5. It is recognized that the proper performance of their duties may, on occasion, require all personnel to work longer than the normal work day.
6. Teachers in the Provincetown School System will have a duty-free lunch of thirty (30) minutes.
7. Full time teachers will be given an unencumbered preparation period of no less than 45 minutes in length each normal school day.
8. All part time teachers will have classes reasonably scheduled consistently each day in either the first or second half of the normal school day or will work full days equal to their FTE's, at the discretion of the Principal. Part time teachers' assigned work load will include pro-rated preparation time and supervisory duties within the weekly schedule.

B. Work Year

1. The work year for teachers will begin no earlier than the last Monday in August, and will terminate no later than June 30<sup>th</sup>. The Friday before Labor Day will not be a work day. The normal teacher work year shall consist of the days when pupils are in attendance (180 days) plus five (5) professional development days (185 days). New personnel may be required to attend one (1) additional orientation day within one (1) week of the start of the school year. At least one (1) professional development day shall occur prior to the first day of school for students.
2. When possible, teachers will be notified of their assignments by May 30<sup>th</sup> of the school year.

C. Work Outside the School Day/Year

1. Subject to the availability of funds and subject to the needs of school business, the Principal will, giving at least one (1) weeks' notice, have the discretion of offering to all qualified professional staff willing to participate, the opportunity to work during the immediate weeks before and/or after the school year subject to a fair and task-specific order of selection. Staff may decline the offer. Unit work will not be subcontracted to outside individuals for stipended work. If a teacher is asked by administration to work on special projects and/or days, the teacher will be compensated at the rate of \$40 per hour,

or alternatively, will be given compensatory time. This must be agreed upon in advance by both parties. Time sheets will be submitted.

2. Teachers may be required to attend three (3) evening meetings each year not including Provincetown School Committee meetings or evening parent conference times. The three scheduled required evening meetings are: World of Inquiry, Open House and a concert. On the day of any one of the three scheduled night meetings, teachers may leave school at the end of the students' day. There will not be a faculty meeting the same week of a required night event.

3. Teachers requested to attend Provincetown School Committee meetings will be given one (1) week's notice except in the case of an emergency or a matter which requires immediate resolution.

4. Two -scheduled parent conferences will take place in the spring and two in the fall. One of each of the two parent conferences will occur during the normal work day hours, and the other will occur in the evening. No day on which there is a parent conference will be scheduled for more than a total of 7 ¼ hours. When scheduling the time for parent conferences, administration may shorten each period, including the preparation period, of each teacher. Administration will schedule parent conference days for the year and notify the teachers as of September, but, if necessary, may make a schedule change with at least three weeks' advance notice to all teachers.

5. Teachers are strongly encouraged to attend school events whenever possible.

6. Teacher participation in the co-curricular activities listed in the Appendix will be voluntary and compensated accordingly. Faculty will be given preference over outside applicants when of similar qualifications and competence.

7. The staffing of programs outside the school day/year conducted by the Provincetown School Department is the responsibility of the Principal subject to the Superintendent's approval.

Procedure:

- a. All anticipated positions will be posted internally for ten (10) consecutive working days and via email to all teachers on the first day of posting.
- b. Positions will be filled first by regularly appointed employees in the Provincetown School System if similarly qualified and skilled.



8. Mentor Coordinator to be paid \$900 yearly. Up to 4 additional mentors may be appointed yearly and will be paid \$250 each.

The mentoring program shall comply with 603 CMR 7.12

Mentoring activities may include:

Pre-conferencing with new teacher

Observations – Arrangements for coverage to allow observations may be made via the Principal

Post-conferencing with new teacher

Meeting and/or coaching sessions with the new teacher

### Article XVI Temporary Absences

#### A. Sick Leave

- a. All teachers will be entitled to sick days according to the provisions below.
- b. Full-time teachers and any teacher working five (5) days a week will be entitled to fifteen (15) days of sick leave each work year, accumulated at a rate of 1 ½ days per month.
- c. Part-time teachers who do not work five (5) days a week will be entitled to a prorated number of sick days based on the percentage of their full-time equivalent assignment (FTE), as shown in the schedule below:

ASSIGNMENT	SICK DAYS	MONTHLY ALLOTMENT
90%	14	1.4 DAYS/MO
80%	12	1.2 DAYS/MO
70%	11	1.1 DAYS/MO
60%	9	0.9 DAYS/MO
50%	8	0.8 DAYS/MO
40%	6	0.6 DAYS/MO
30%	5	0.5 DAYS/MO
20% OR BELOW	3	0.3 DAYS/MO

- d. Sick days may accumulate from year to year to a maximum of two hundred (200) days.

e. An employee's sick leave accumulated prior to July 1, 2020, and continuing thereafter, shall not be affected by the change in how sick leave is accumulated after July 1, 2020.

2. Any employee who has been absent for three (3) consecutive days because of illness may be required to present a letter or e-mail of explanation from the attending physician.

3. Any employee who has been absent for ten (10) consecutive days because of illness may return to work with a letter of explanation (hard copy or email) from the attending physician indicating satisfactory recovery and ability to perform duties.

4. The administration may make such inquiry regarding any absence as necessary to determine the cause of the absence and whether its duration is reasonable.

B. Family Illness Leave

1. Teachers shall be granted leave of up to five (5) days, time necessary for proper care, in the event of an illness requiring bedside attention by the teacher for a member of the immediate family, a household member, a parent, or person for whom the teacher is a health care proxy or guardian.

2. Such time shall be deducted from accumulated sick leave.

C. Personal Leave

1. Each full-time teacher and any teacher who works five (5) days a week shall be granted two (2) days personal leave without loss of pay to attend to personal matters which cannot reasonably be attended to outside of the normal work day. Part-time teachers who work fewer than five (5) days a week shall be granted a prorated number of days, with those whose assignments equal 60% or more of full-time (FTE) being granted one (1) personal day and all other teachers being granted zero (0) personal leave days.

Personal days are not intended as vacation days, therefore, they will not be approved immediately prior to, or immediately after, vacations or holidays without the prior authorization of the Superintendent. Personal days may be taken in two-hour increments.

2. At the end of each work year, any teacher's unused personal day(s) will be added to the teacher's accumulation of sick days, to be used as needed as a sick day in any year or to be available for payment under the sick leave buyback provision of the cba, as in Section G of this Article.



3. Application for such leave must be made to the Principal on a "Leave Request Form" at least seven (7) days prior to the taking of such leave, except in the case of an emergency.

4. An employee may apply to the Principal for short term leave with or without pay or to the Superintendent for long term leave without pay. The employee may appeal to the Superintendent for pay in the instance of short term leave if she/he feels that the decision not to pay is based on unequal treatment of employees in reasonably comparable situations.

D. Bereavement Leave

1. Teachers will be granted a leave of absence with pay for not more than five (5) days in the event of the death of the teacher's spouse, son, daughter, parent, grandchild, sibling, domestic partner, member of the household, or person for whom the teacher is a health care proxy or guardian.

2. Three (3) days leave with pay shall be granted in the event of the death of the teacher's in-law, grandparent, or person for whom the teacher has fiduciary responsibility.

3. These days (3 or 5 above) will not be deducted from sick leave. Additional days, if needed, will be accessed via sick leave. All other bereavement leave may be accessed via sick leave.

4. All bereavement will be submitted to the Principal on a "Leave Request Form".

E. Exceptions

1. The Superintendent, with the approval of the Committee, may, in exceptional circumstances, grant a leave of absence, with pay or without pay, for reasons other than those set forth in Sections A through D above, or for a period greater than that applicable time limit specified in those Sections. Any extra days granted with pay shall be deducted from sick leave. Requests for exceptional circumstances leave will be made on a "Leave Request Form".

2. Where an employee is absent for a reason other than those stated in Sections A through D above, or, except in the case of illness, is absent for a period in excess of the limits established in those Sections or as granted by the Superintendent (in Section 1

immediately above), there shall be deducted for each day of absence in excess of the prescribed limits, an amount equal to the employee's per diem rate.

F. Jury Duty

The Committee shall pay an employee who is required to serve on jury duty the difference between the amount of compensation he/she receives for jury duty and his/her regular pay for his/her regular work week. Notification of Jury Duty will be made on a "Leave Request Form".

G. Association Days

A total of two Association days per year will be available without the loss of pay for use by up to two representatives designated by the PAE Executive Board. The PAE will reimburse the Provincetown Schools for the amount of the standard daily fee for a substitute(s) for the PAE designated representative(s).

H. Career Exploration (non-teaching) Leave

A teacher wishing to explore a position, other than a teaching position in Massachusetts, may apply for a one year unpaid leave of absence. In order to minimize disruption, application shall be made to the Superintendent one year in advance of the requested leave.

I. Sick Leave Buyback

Unused accumulated sick leave may be redeemed by the employee or the employee's estate, upon departure from the Provincetown Schools or death.

1. Redemption for employees, with ten or more years of employment will be determined by multiplying the employee's per diem rate by the number of accumulated sick days (up to a maximum of 200) times 10%.
2. If employment termination is due to death, such payment will be made to the employee's beneficiary within ninety (90) days after the establishment of an estate.
3. If termination is due to just cause, this article shall not apply.

Any unit member who wishes to have his/her benefit, pursuant to section 1 above, distributed to a 403b account must notify the employer no less than four (4) months before such payment is to be issued and the notice must include the amount to be paid to the 403b. This amount, added to the unit member's annual 403b deductions, cannot exceed the amount allowed by the IRS.



J. Religious Leave

1. A teacher may be granted paid religious leave, upon written request and with the advance approval of the Superintendent or his/her designee, as a reasonable accommodation to the teacher's religious belief. The leave may be granted provided that the religious beliefs or the teacher's denomination hold that day to be a day of rest or that attendance at religious services is required during the working hours on that day.
2. The leave request must be submitted in writing to the Superintendent with a copy to the Principal as far in advance as possible but not less than fourteen (14) calendar days prior to the start of the requested leave. The Superintendent shall respond to any religious leave request within seven (7) calendar days of receipt.
3. Personal days will be used for religious leave. Should the teacher not have any personal days left, sick leave days will be deducted. Should the teacher not have any personal or sick leave days, s/he may take unpaid days.

**Article XVII**  
**Parental and Child Care Leave**

A. Parental Leave

Employees in the employ of the Provincetown Schools shall be entitled to parental leave in accordance with the provisions of the Massachusetts General Law Chapter 149 Section 105D and all other applicable state and federal laws.

In addition, employees will be entitled to parental leave of up to 18 months for the purpose of giving birth to a child, or adopting a child, or for recovery from the complications of pregnancy or childbirth. The extent of the employee's eligibility to use accumulated sick leave during the parental leave shall pertain to that portion of the employee's leave during which the employee is eligible for sick leave pursuant to Article XVI. All additional leave under the provisions of this section shall be without pay. The conditions affecting leave as provided by this section shall be as follows:

1. The employee shall notify the Principal of her intentions concerning parental leave, including the anticipated date for beginning such leave and the projected date of return.

2. The employee's continued service during pregnancy shall be permitted until such time as the employee shall decide to commence parental leave. However, at the discretion of the Principal, the employee may be required to furnish documentation from her medical advisor supporting her medical competence to continue in her employment.
3. The Provincetown School System and their officers individually and collectively shall not incur, through the employee's continued employment, any liability whatsoever for any detrimental effects to the employee or child by virtue of the employee's continued service during pregnancy.
4. Subsequent to such leave, the employee shall be restored to his/her former position, or that most nearly equivalent available at the time of his/her return, within 18 months of her departure date.
5. Upon return from a parental leave the employee shall be placed on the next highest step on the salary schedule at the time of leave-taking, provided, however, that during the school year in which the parental leave was taken the employee shall have completed more than one hundred (100) days of service. In the event the employee shall have served less than one hundred 100 days in the school year of leave-taking, the employee shall be placed on the same step at which the employee left.
6. Employees shall have all rights to status, seniority, advancements, and professional advantages of his/her position restored upon returning from parental leave.

B. Child Care Leave

1. In the case of a birth or adoption of a child, any employee shall have the right to apply for a leave, without pay, for child care purposes.
2. In cases where one or more parents/guardians may be employees in this School System, only one of said persons shall be entitled to such leave.
3. The application for child care leave may be made to become effective immediately upon the termination of the parental leave. The combined term of the parental and child care leave shall not exceed the maximum time allowed under the contract for a parental leave. That is, it shall normally not exceed eighteen (18) months.
4. Child care leave may be granted for a period of up to the end of the school year in which the birth or adoption of the child occurs, but such leave may, at the option of the



Superintendent, upon the request of the employee, be extended for one additional school year. Requests for extension of such leaves must be made at least three (3) months prior to the expiration of the first period thereof.

5. Where the birth of a child is anticipated during the first month of a school year and a child care leave is being requested, the child care leave must commence at the start of the school year.
6. Where a child care leave is requested, the employee taking such leave shall not be permitted to return to the school system, following such leave, between April 1<sup>st</sup> and June 30<sup>th</sup>.
7. Applications for child care leave shall be filed at least three (3) months before the anticipated birth of the child, or no later than one (1) month after the date of an adoption.
8. Where an employee who has been granted a child care leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position for which he/she is licensed and decided upon by the Principal as long as such assignment does not interfere with or disrupt the instruction of the pupils.
9. Upon return from a child care leave the employee shall be placed on the next highest step on the salary schedule from that at the time of the leave-taking, provided, however, that during the school year in which the leave was taken the employee shall have completed more than one hundred (100) days of service. In the event that the employee shall have served less than one hundred (100) days in the school year of leave-taking, the employee shall be placed on the same step at which the employee left.
10. The dates for the commencement and termination of child-care leaves shall in all cases be subject to and based upon a finding and determination by the Superintendent that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

The Provincetown Schools shall continue to pay its share of the employee's health insurance benefit for any leave taken pursuant to the Massachusetts Parental Leave Law (MPLL) and/or Family and Medical Leave Act (FMLA). Employees shall be required to pay the full 100% cost of the health insurance benefit for any leave taken in excess of what they are eligible for pursuant to the MPLL and/or the FMLA.

C. Paid Parental Leave

Regardless of whether the employee is otherwise entitled to a leave under the Massachusetts Parental Leave statute, or the Family Medical Leave Act (FMLA), an employee who adopts a child, or whose spouse or surrogate gives birth, shall be entitled to use up to twenty (20) school days of accrued sick leave.

### **Article XVIII Sick Leave Bank**

#### **A. Membership**

1. Membership in the Sick Leave Bank is mandatory.
2. All staff employed by Provincetown Public Schools who are covered by collective bargaining agreements are members of the Bank.
3. Employees will donate one (1) day of sick leave to the Bank after they have accumulated five (5) days of sick leave but not later than the last day of their first school year of employment regardless of how many days they have accumulated. An additional assessment of one (1) day will be made against the sick leave account of each eligible employee if the Bank is depleted below 25 days.
4. Effective July 1, 2020, the Parties agree that the Sick Leave Bank shall have four hundred days accumulated. The four hundred sick day accumulation will not require any additional assessment of days from members of the bank. The only additional days assessed shall be in accordance with number 3 above.
5. The Sick Leave Bank shall be capped at a maximum of four hundred days.

#### **B. Eligibility for Use**

A Sick Leave Bank is maintained for use by any eligible member of the staff who experiences a serious illness and/or injury and who has exhausted all personal accumulated sick time, vacation time, and personal time. Only prolonged illness or injury suffered by the employee qualifies for Sick Leave Bank utilization.

#### **C. Administration of the Sick Leave Bank**



1. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members: One member designated by the School Committee, one member designated by the Association, and the Superintendent of Schools or her/his designee. The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be by a majority of its members' voting, will be binding and final, and will not be subject to grievance or appeal procedures.

2. The Sick Leave Bank Committee will meet annually and on an as-needed basis. The Committee will consider the following general criteria in determining eligibility and length of leave:

- a. Medical documentation
- b. General attendance records
- c. Other pertinent information or extenuating circumstances.

D. Application for Sick Leave Bank Benefits

1. Application for benefits are to be made to the Sick Leave Bank Committee in writing and must be accompanied by:

- a. Medical evidence submitted by a state licensed Medical Doctor
- b. An anticipated date of return submitted by the Medical Doctor.

2. Applicants will have exhausted their entire sick leave accumulation, personal days and vacation days prior to utilizing Sick Bank Leave.

3. Under unusual circumstances—the employee is unable to make the request, the Association may submit a written request on behalf of the eligible employee.

E. Granting of Sick Leave Bank Days

1. The initial Sick Leave Bank leave to an employee shall not exceed twenty (20) days.

2. Upon completion of the twenty (20) day period, additional days may be granted by the Sick Leave Bank Committee upon demonstration of need, including additional medical documentation.

**Article XIX**  
**Longevity**

A. Longevity for those hired prior to July 1, 2020

1. Part-time employees annual longevity stipend shall be prorated according to their percentage of Full-Time Equivalency (FTE).
2. Teachers who have completed fourteen (14) years of service to Provincetown Public Schools will receive a longevity stipend of eight hundred dollars (\$800) each year, payable with the first paycheck in December of the following year.
3. Teachers who have completed twenty (20) years of service will receive a longevity stipend of one thousand six hundred dollars (\$1600) each year, payable with the first paycheck in December of the following year.
4. Teachers who have completed twenty-five (25) years of service in Provincetown Schools will receive a longevity stipend of two thousand four hundred dollars (\$2400) each year, payable with the first paycheck in December of the following year.
5. Teachers who have completed thirty (30) years in the Provincetown School System will receive a longevity stipend of three thousand two hundred dollars (\$3,200) each year, payable with the first paycheck in December of the following year.

B. Effective July 1, 2020 the following shall be the Longevity benefit for those hired after July 1, 2020 and for those who elect it in accordance to the procedures specified below:

1. Upon hire, employees shall be credited for all years of service in education. The longevity stipend is for those employees who have completed fourteen years of service, or more, in education.
2. Employees hired prior to July 1, 2020 shall have the option to participate in the new Longevity benefit by giving written notice to the Superintendent at the beginning of each school year. Once an employee opts into the new Longevity they are no longer eligible for the Longevity benefit in Section A above. The decision to participate in the Longevity benefit specified in this section shall be final.



3. Upon election of the new longevity benefit in accordance with number two (2) above, employees shall be given credit for all of their years of service in education and shall be paid the stipend commensurate to their total years of service in education.
4. The annual longevity stipend is as follows:

<b>Years of Service</b>	<b>Annual Stipend</b>
Fifteen through twenty-eight	\$1,500
Twenty-nine and above	\$3,500

5. Payment of the longevity stipend will be in the first paycheck in December.
6. Part-time employees annual longevity stipend shall be prorated according to their percentage of Full-Time Equivalency (FTE).

## **Article XX Professional Growth**

### **A. Course Reimbursement**

Subject to the following provisions, Provincetown Schools will pay the cost of tuition for courses conducted by accredited colleges, universities or professional training schools which are determined by the Superintendent in its exclusive judgment, to be in the best interest of the educational needs of the Provincetown Schools.

1. Where possible, written request shall be submitted to the Superintendent at least (30) days prior to the commencement of the course using the appropriate form and accompanied by the course invoice and proof of payment.
2. Where possible, written approval/denial shall be returned by the Superintendent in writing ten (10) days after the receipt of the request.
3. Each teacher is entitled to an initial reimbursement equal to the maximum (regardless of the number of classes taken) of the full cost of a three-credit graduate course at Bridgewater State University, including tuition, fees, and other university/course imposed charges for successfully completed courses. Teachers are not limited in the number of courses reimbursed accordingly.
4. In the event of cancellation or withdrawal of the course, the Superintendent must be notified within a two-week period.

5. Courses taken to meet initial licensure requirements, for the position in which the staff member is employed, may be subject to reimbursement.
6. Reimbursement shall be made following the satisfactory completion of the course only to teachers still employed in the Provincetown School System. If money remains after all courses have been reimbursed, the remaining funds will be distributed evenly to those who successfully completed courses, up to but not exceeding the actual course costs as defined above (invoices and proof of payment required).
7. Twelve thousand dollars (\$12,000) is to be budgeted annually by the Provincetown Schools.

C. Professional Development

1. The Committee encourages professional development and therefore will pay for the reasonable expenses for professional development activities, including registration fees, lodging, transportation, incurred by teachers who attend workshops, conferences, etc., at the request and/or approval of the Principal. When an individual's vehicle is used for such purposes, reimbursement shall be at the per mile rate set annually by the Internal Revenue Service. For overnight travel, daily meal expenses shall be reimbursed up to the amount provided by the Federal meals and incidental expense rates set by the GSA. Employees shall be paid \$280 per day for training attended outside of the work year.
2. The district may schedule up to ten (10) professional half-days over the course of the school year. The scheduled professional development half-days will be shown on the annual calendar. When scheduling the professional half-days, administration may shorten each period, including the preparation period of each teacher.
3. Employees shall be provided with a record for training and professional development given by the district so as to provide necessary documentation for re-licensure.

D. Sabbatical

Upon recommendation by the Principal, and approval of the Superintendent, sabbatical leaves may be granted for study or other approved professional development to a member of the teaching staff by the Superintendent.



1. The teacher has completed at least seven (7) consecutive years of service in the Provincetown School System.
2. Teachers on sabbatical leave will be paid fifty percent (50%) of their regular salary rate for a full-year sabbatical or one hundred percent (100%) of their regular salary for a half-year sabbatical.
3. The teacher will agree to return to employment in the Provincetown Schools for three (3) full school years following the sabbatical leave.
4. Individuals shall submit a written proposal for a sabbatical request.
5. No more than two sabbatical leaves shall be taken over the life of this Agreement.
6. If more than one teacher applies for a sabbatical leave in the same school year, and their proposals are judged to be equal, a lottery shall be held to determine who receives the sabbatical leave for that school year.

### **Article XXI Professional Employee Evaluation**

#### **A. Introduction:**

The parties have developed this evaluation process to enhance performance of employees by identifying areas of strength to build upon and areas of weakness to be improved or eliminated. All aspects of this evaluation process will be consistent with and in compliance with the standards contained in the Massachusetts Department of Elementary and Secondary Education Laws and Regulations.

#### **B. Procedure:**

1. The evaluator for all non-central office licensed personnel shall be the Principal. This includes teachers, counselors, psychologists, librarians, social workers, specialists, and the like. The PYP and MYP Coordinators will have no role in the evaluation of teachers.
2. All monitoring and observation of work performance will be conducted openly.
3. Only the contractually agreed upon forms and procedures as contained in this Article and associated appendix (ces) will be utilized.
4. All aspects of the evaluation process--data collection, conferencing, preparation of forms and signing--will comply with dates specified in this Article.

5. The ranking system for each performance standard reflecting job performance of teachers will be: Exemplary, Proficient, NI--Needs Improvement, U—Unsatisfactory.

6. Although supervision will be an ongoing process, formal evaluation will be once annually. The process will be completed by March 15<sup>th</sup> and will include a conference prior to signing.

7. Employees are encouraged to engage in conference(s) to discuss the progress made since the last evaluation. The employee has the right to have an Association representative accompany him/her at any time.

8. Signing the evaluation indicates that the employee has had the opportunity to discuss the evaluation and receive a copy, but does not indicate agreement with the contents therein.

9. Should there be a ranking of Unsatisfactory or Needs Improvement in any area(s) specified on the evaluation document, the Principal will explain the basis for the ranking and will present the employee with an Improvement Plan which:

- identifies objective measurements of progress
- makes recommendations for achieving the performance expectation
- establishes a time frame for reaching the performance expectation including a schedule of conferences

In the event that adequate improvement is not attained in one or more areas ranked NI in the original evaluation, the employee will have one year in which to make the specified improvement(s). In the event that there is a ranking of U in one or more areas on the evaluation and adequate improvement is not attained during a reasonable period of time specified in the Improvement Plan, the employee may be given notice of dismissal.

10. Employees may submit a companion letter to the evaluation or to any Improvement Plan which will be attached to the evaluation form and become part of the evaluation record.

11. Copies of each evaluation and Improvement Plan will be in the employee's personnel file. Said file will be made available for review by the employee upon written request. The employee is entitled to have an Association representative present during the review.



12. Teachers will be given notification of employment status in writing by May 1<sup>st</sup> of each year.

13. The superintendent shall see that each evaluator receives training in the general principles of supervision and evaluation, and has available to him/her expertise in the subject or area to be evaluated.

14. The parties agree that the evaluation form will include a numerical rating of performance as defined in Article XXII, Reduction in Force and will be utilized for said purposes.

C. Evaluation Process (as of 2013-2014)

The MOA for the ratification of the state-mandated Evaluation Process and the twenty-three-page document for Evaluation for 2013-2014, as submitted to the Department of Elementary and Secondary Education in 2013, is Appendix E of this collective bargaining Agreement.

**Article XXII  
Reduction in Force**

A. It is the responsibility of the School Committee to maintain the best public school system possible and to implement those programs as mandated by the Massachusetts Department of Education. However, if it becomes necessary for the School Committee, in its opinion, to reduce professional status positions, the procedure contained within this Article will be followed.

B. Reduction in Force Procedure

1. Prior to implementing the Reduction in Force Procedure, administration will meet and discuss its intentions with the Association.

2. Every effort will be made to reduce staff by normal attrition.

3. Reduction(s) will be made by Department, Special Area, or by Grade Levels, whichever is necessary. All reductions will be made within areas of certification/licensure: i.e. all teachers having Massachusetts certification/licensure in a given area will be considered as falling within that classification/license unit for the purposes of this article.

4. As per Chapter 42 of the Massachusetts General Laws, non-professional status and non-certified/non-licensed teachers will be reduced first.

5. In the event that layoffs of teachers are necessary within an area of licensure/certification, a teacher's job performance and the best interests of the students shall be determinative, and shall be defined as the teacher's most recent Summative Overall Evaluation rating. Teachers (1) whose last Overall Summative Rating was Unsatisfactory and (2) who have been on an Improvement Plan of at least ninety (90) school days that has not resulted in a change of the teacher's Overall Rating shall be reduced before teachers in their affected group whose last Summative Overall Rating was not Unsatisfactory. Ties in this determination shall be broken by seniority, with the least senior teacher in the area of licensure being subject to layoff first.

6. If further layoffs are necessary within a particular area of licensure/certification, teachers (1) whose last Summative Overall Rating was Needs Improvement, (2) who received an Overall Formative Evaluation rating of Needs Improvement during this evaluation cycle, and (3) who have been on a Directed Growth Plan of at least ninety (90) school days that has not resulted in a change to the teacher's Overall Rating shall be reduced before teachers in their area of licensure/certification not rated Needs Improvement or Unsatisfactory. Ties in this determination shall be broken by seniority, with the least senior teacher in the area of licensure/certification being subject to layoff first.

7. A teacher identified under Section B.3 above shall have the right to take the position of another teacher in the system having less seniority provided:

- a. The teacher has an equal or better most recent Summative Overall Evaluation Rating. (No distinction shall be made between the Overall Evaluation ratings of "proficient" or "exemplary"); and,
- b. The teacher identified under Section B.3 above is licensed/certified for the position held by the less senior teacher.



8. In the event that the teacher identified under Section B.3 above has the right under Section B. 7 above to take the position of more than one less senior teacher, then the teacher identified under Section B. 7 above will take the position of the teacher having the least seniority in the Provincetown School System, and shall be given preference in the filling of such positions.

C. Seniority

1. Seniority shall be defined as the length of continuous service (measured in years, months, and days) in the Provincetown School System. Seniority shall be computed from the first day of work (not the hiring date by the employer) as a member of the bargaining unit.

2. In the event of a tie or ties, seniority shall be determined by a lottery, where the potentially affected teachers will be present along with representative(s) designated by the Association and representative(s) designated by the Superintendent.

3. The Superintendent shall publish a seniority list by February 1<sup>st</sup> of each school year. A teacher who finds any discrepancy in his/her listed seniority must report this discrepancy within a reasonable period of time to the Superintendent's office.

D. Notification

Teachers whose positions are reduced shall be notified in writing no later than April 15<sup>th</sup> of the school year preceding the school year in which the reduction is to be effected.

E. Recall

1. Teachers laid off under this article shall be considered for recall in the inverse order of their layoff within their classification/license unit during a period of two years from the effective date of their layoff if they indicate that desire in writing to the Superintendent.

2. Teachers serving a recall period shall be notified by the Superintendent concerning any open positions in the system for which they are licensed/certified, and they shall be given preference in the filling of such positions provided that they respond

within thirty (30) days of such notification. (Notification will be to the teacher(s) involved and to the president of the Association by electronic means as well as by certified mail.) Failure to accept an offer of employment for any such position shall terminate this option.

3. Teachers serving a recall period may continue group health and life insurance coverage as provided at their expense during said recall period if permitted by the insurance carrier. Failure to forward premiums to the Town Accountant shall terminate this option.

4. The School Committee will make every reasonable effort to give priority on the substitute list to teachers on recall, provided such teachers indicate their desire to be placed on the substitute list.

5. Teachers rehired after layoff under this Section shall be credited with such salary and fringe benefits as they were entitled to at the effective date of layoff.

6. As used in this article the terms "layoff" and "reduction" shall include both nonrenewal of contract due to reduction in staff as well as reduction from full-time to part-time status due to reduction in staff.

### **Article XXIII Teacher Facilities**

A. Where the buildings and facilities furnished by the Town make it feasible to do so, each school shall be provided with the following:

1. Space in each classroom in which teachers may store instructional materials and supplies.
2. An employee work area containing equipment and supplies to aid in the preparation of instructional materials and furnished with comfortable seating.
3. Well-lighted and clean rest rooms.
4. Parking space.

Decisions with respect to any of the foregoing facilities may be the subject of a complaint but shall not give rise to an arbitral grievance.

B. Except with the approval of the Superintendent for those projects of such educational value as to make the incidental personal gain of the teacher acceptable, no teacher shall use



materials, facilities, space, time, or other resources of the School System for monetary, material, or other personal gain. All requests for use of the school facilities or personnel by non-school organizations, groups, or individuals shall be referred to the Superintendent for approval.

#### **Article XXIV Consultation**

The Committee recognizes that the ideas and opinions of the teachers, systematically expressed, can be of significant value in improving the quality of education of the Provincetown Schools. The Committee further recognizes that the Association can be of significant help in collecting this information. Therefore, the Committee and Association agree to the following: Once per month, member(s) of the Executive Committee of the PAE, or their designee(s), will meet with the Superintendent to discuss issues of interest to either party. Such meetings will be mutually convenient.

#### **Article XXV Compensation**

- A. The Salary Schedules for the three-year Agreement for July 1, 2020 through June 30, 2023 appear in the contract as Appendices A1, A2, and A3.
- B. Effective July 1, 2020 (FY 21):  
All teachers will receive an increase of 2.5%.
- C. Effective July 1, 2021 (FY22):  
A new step, step 14 shall be added at \$99,625  
All teachers will receive an increase of 2.0%.
- D. Effective July 1, 2022 (FY23):  
All teachers will receive an increase of 2.5%.
- E. The following apply to the Basic Salary Schedule:
  - 1. All movements vertically take effect September 1.
  - 2. All movements horizontally will take effect immediately upon presentation to the Superintendent of proof of fulfillment of academic requirements. Change in pay will be effective as of the payday next following such presentation. The Superintendent must be notified of anticipated movements before December 15.

3. Should the mandatory state minimum bachelor's salary increase beyond the stated beginning salary of this contract during the time of this Agreement, all steps of this salary schedule will increase commensurately.

4. Payments of teachers' salaries may be made either in twenty-six (26) or twenty-two (22) equal payments. Each teacher must, prior to September 1 of each year, elect one of these two pay schedules.

5. Part-time teachers are to be placed on the schedule and paid the appropriate percentage of their proper step.

6. Part-time positions will not be used to diminish the number of full-time positions.

**F. Administrative Support Positions**

The parties agree to form a Joint Labor Management Committee consisting of three members selected by the PAE President(s) and up to three members selected by the Committee to review and/or revise some of the job descriptions in appendices B, C, and D and to determine the appropriate compensation based on each job description and/or position. The parties are committed to accomplish this as soon as possible. The JLMC will begin meeting the week of January 9, 2020, with the goal of completing the task and presenting the results to the Committee and Association by April 3, 2023. The JLMC will submit their results to the Committee and to the Association for negotiations and ratification.

**Article XXVI**  
**Memorandum of Understanding**

Any Memorandum(a) of Understanding with enduring impact on record at the time of the effective date of this Agreement and any MOU's signed in the future will automatically be incorporated into this Agreement. Those on record will be attached to each copy of the contract, distributed to the members of the Association and to the Committee. Any MOU signed in the future will be similarly distributed within two weeks of signing, accompanied by a notice that the content constitutes a part of the then current Agreement.

**Article XXVII**  
**Duration of Agreement**

A. The provisions of this contract will be effective as of July 1, 2020 and will continue and remain in force through June 30, 2023.

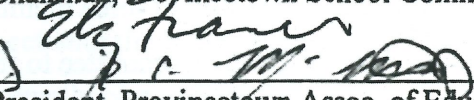


B. The parties agree that no later than March 15, 2022, they will enter into negotiations for a successor contract. Every effort will be made to reach an agreement and for both parties to vote on ratification of the cba no later than December 15, 2022. If no Agreement is reached, the parties may select a fact finder or may petition the State Board of Conciliation and Arbitration to initiate mediation or fact finding.

IN WITNESS WHEREOF the parties to this contract have caused these presents to be executed by their agents hereunto duly authorized and their seals to be affixed hereto.

 EVA ENOS  
Chairman, Provincetown School Committee

11.12.2020  
Date

  
President, Provincetown Assoc. of Educators

11/12/2020  
11/12/2020  
Date

  
Superintendent of Schools

11-12-20  
Date

**APPENDIX A-1**

	FY21: 2.5%							
	B	B + 15	B+30	MA	MA+15	MA+30	MA+45	MA 60/ PHD
1	48,917	51,138	53,359	54,471	55,581	57,802	58,913	60,023
2	50,745	53,055	55,365	56,520	57,675	59,985	61,140	62,295
3	52,314	55,048	57,450	58,652	59,853	62,255	63,457	64,658
4	54,622	57,120	59,619	60,869	62,117	64,616	65,865	67,115
5	56,677	59,276	61,874	63,174	64,473	67,072	68,371	69,670
6	58,816	61,517	64,220	65,571	66,922	69,625	70,976	72,327
7	61,039	63,849	66,660	68,065	69,470	72,281	73,686	75,092
8	63,351	66,273	69,197	70,658	72,120	75,042	76,504	77,966
9	65,756	68,796	71,835	73,355	74,875	77,915	79,435	80,956
10	68,257	71,418	74,580	76,161	77,741	80,902	82,484	84,064
11	70,857	74,145	77,434	79,078	80,722	84,009	85,653	87,297
12	73,563	76,983	80,402	82,112	83,821	87,241	88,951	90,660
13				85,267	87,045	90,601	92,379	94,158
14					90,397	94,096	95,945	97,794

**APPENDIX A-2**

	FY22: 2%							
	B	B + 15	B+30	MA	MA+15	MA+30	MA+45	MA 60/ PHD
1	51,760	54,116	56,473	57,650	58,828	61,185	62,363	63,541
2	53,360	56,149	58,599	59,825	61,050	63,501	64,726	65,951
3	55,715	58,263	60,812	62,086	63,359	65,908	67,183	68,457
4	57,811	60,461	63,112	64,437	65,762	68,413	69,738	71,064
5	59,992	62,748	65,505	66,883	68,261	71,018	72,396	73,774
6	62,260	65,126	67,993	69,426	70,860	73,727	75,160	76,593
7	64,618	67,599	70,581	72,072	73,562	76,543	78,034	79,525
8	67,071	70,172	73,272	74,822	76,373	79,474	81,024	82,575
9	69,622	72,846	76,072	77,684	79,296	82,520	84,133	85,746
10	72,274	75,628	78,982	80,659	82,336	85,689	87,366	89,043
11	75,034	78,522	82,010	83,754	85,498	88,986	90,730	92,473
12	77,886	81,507	85,126	86,972	88,786	92,413	94,227	96,041
13				90,277	92,205	95,978	97,864	99,750
14					95,709	99,625	101,583	103,541



**APPENDIX A-3**

**FY23: 2.5%**

	<b>B</b>	<b>B + 15</b>	<b>B+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA 60/ PHD</b>
<b>1</b>	53,054	55,469	57,884	59,091	60,299	62,714	63,922	65,130
<b>2</b>	54,694	57,552	60,064	61,320	62,576	65,088	66,344	67,600
<b>3</b>	57,108	59,719	62,332	63,638	64,943	67,556	68,862	70,169
<b>4</b>	59,256	61,973	64,689	66,048	67,406	70,124	71,481	72,840
<b>5</b>	61,492	64,316	67,142	68,555	69,967	72,793	74,206	75,618
<b>6</b>	63,816	66,754	69,693	71,162	72,631	75,570	77,039	78,508
<b>7</b>	66,234	69,289	72,345	73,873	75,401	78,457	79,985	81,513
<b>8</b>	68,748	71,926	75,104	76,693	78,282	81,461	83,050	84,639
<b>9</b>	71,362	74,667	77,973	79,626	81,278	84,583	86,237	87,889
<b>10</b>	74,081	77,519	80,957	82,676	84,395	87,831	89,550	91,269
<b>11</b>	76,910	80,485	84,060	85,848	87,635	91,210	92,998	94,785
<b>12</b>	79,833	83,544	87,255	89,146	91,006	94,723	96,582	98,442
<b>13</b>				92,534	94,510	98,377	100,311	102,244
<b>14</b>					98,101	102,116	104,122	106,129

**APPENDIX B**

**STIPEND POSITIONS**

*Extra-Curricular Activities*

NJHS Advisor	\$ 800
School Government Advisor	\$ 500
Director of Student Productions	\$2,250
Musical Director	\$2,000
Assistant to the Musical Director	\$1,000

*Athletic Activities*

MYP Athletic Coordinator	\$1,500 per season per year
Co-Ed Soccer Coach	\$2,000
Girls' Basketball Coach	\$2,000
Boys' Basketball Coach	\$2,000
Cheerleading Coach	\$ 500

*Administrative Supports*

PYP IB Coordinator	\$7,500 (three-year position)
MYP IB Coordinator	\$7,500 (three-year position)
Activity Coordinator	\$1,000
Publication Manager	\$1,000
Substitute Trainer	\$ 500

*Mentors*

Mentor Coordinator	\$ 900
Individual Mentor, 1:1	\$ 250 (up to 4 mentors)

*Other*

Bus Monitor	\$ 25 per trip
Group Leader (overnight Field Trips)	\$ 150/night



## APPENDIX C

### **Provincetown School System Article XXI-Professional Employee Evaluation**

The PAE & administration agree that the evaluation system will follow DESE regulations going forward. Given the pause on evaluations during the COVID crisis in the Spring of 2020 by the Commissioner of Education, all staff will resume in the same phase where they were at the start of the 2019-2020 school year. The use of common goals is encouraged. For the school year 2020-2021, extensions of 6 weeks on the evaluation timeline will apply as needed until February 1, 2021, when we anticipate resuming the state recommended timelines.