

AGREEMENT

BETWEEN THE

PLYMOUTH SCHOOL COMMITTEE

AND THE

**PLYMOUTH ADMINISTRATORS ASSOCIATION/
MASSACHUSETTS TEACHERS ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**



JULY 1, 2021 - JUNE 30, 2024

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ARTICLE 1
RECOGNITION

1. This agreement is made between the School Committee representing the Town of Plymouth, hereinafter referred to as the "Committee", and the Plymouth Administrators Association, an affiliate of the Massachusetts Teachers Association/National Education Association, referred to as the "Association".
2. The Committee recognizes the Association as the exclusive bargaining representative of the following Administrative personnel, hereinafter, referred to as "Administrators":

Assistant Principal, Academic Coordinator, Director of Student Support Services, Elementary Assistant Principal, Coordinator of Educational Technology & Instructional Media, Director of Accountability and Measurement, Assistant Special Education Director/Out of District Coordinator, Director of Developmental Preschool, and Visual & Performing Arts Coordinator.

3. The Parties to this Agreement declare that:
 - a. The prime purpose of the school system is to provide education of the highest quality for the pupils within the Plymouth School System and that the Association recognizes that the prime purpose and responsibility of the Administrator is to ensure that each student receives the highest possible quality of education.
 - b. The Committee and the Association recognize that their prime purpose is the development and operation of an educational system for the benefit of the students of the Town of Plymouth which will require each Administrator, in a professional manner, to perform the responsibilities required of the classification held such as the supervision of teaching, the promotion of educational programs, the performance evaluation and the training of the teaching staff to the highest degree.
 - c. Both the Committee and the Association recognize that the Committee has the ultimate responsibility for the establishment of educational policies; the Superintendent of Schools has the responsibility for the implementation of the educational policies so established; and the Administrator has the professional responsibility to perform in accordance with these policies.
 - d. Both the Committee and the Association recognize that the responsibility of the Administrator is to supervise both program and personnel under the direction of the Superintendent and the Committee to attain the goals sought through the policies established by the Committee. The Association acknowledges that the intent of the Bargaining Agreement is not to challenge the non-delegable authority and jurisdiction of the Committee in compliance with Chapter 150E and relevant laws or statutes.

4. **Separability** If any provision or provisions of this Agreement or the application thereof to any employee or group of employees covered by this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications will continue in full force and effect. The parties recognize and agree that the provisions of this Agreement are intended to be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993 and any subsequent mandatory amendments thereto. It is the parties' intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein.

ARTICLE 2

CONTRACT CONSTRUCTION

1. It is understood that all references to the male gender in this agreement are to be construed to refer to the female as well, whenever appropriate in the context and vice-versa.
2. This Agreement is not subject to modification except by a written agreement signed by duly authorized representatives of both parties.

ARTICLE 3

FAIR PRACTICES

1. As sole collective bargaining agent, the Association will continue its policy of accepting into voluntary membership all eligible persons in the Association. The Association will represent equally all persons without regard to membership, participation in or activities of the Association.
2. The Committee agrees that it shall not discriminate or take any reprisals of any kind against any employee because of his activity or membership in the Association or because of his non-membership in the Association.
3. The Committee further agrees that there will be no discrimination against any member of the bargaining unit for his adherence to any provision of this agreement. However, nothing in this Agreement shall be deemed to excuse an employee from carrying out requests, instructions or orders of his superiors. The only acceptable method of questioning work assignments is to carry them out as directed and then to initiate a grievance.
4. The parties agree that neither the Association nor the Committee will discriminate against any Administrator regardless of race, creed, color, religion, nationality, sex, age, marital status or physical handicap. However, it is understood that either party may be required to undertake and perform employment practices or decisions by a state or federal regulation or law. It is agreed that compliance with a valid regulation, statute, order, judgment or decree of a state or federal agency or court of competent jurisdiction shall not be considered a violation of this Article.

5. The parties agree that they must comply with all applicable employment statutes and regulations and, therefore, the provisions of this agreement shall be administered subject to the requirements of State and Federal law, regulations or policy.

ARTICLE 4
ASSOCIATION RIGHTS

1. The Association President, or his/her designee, may be allowed time off from his regular duties to participate in grievance, arbitration, negotiation and other such hearings or meetings pertaining to this bargaining unit, if such matters are scheduled during regular hours of work. Requests for time off must be made to and approved by the Superintendent.
2. Administrators may be present and may have Association representation at any grievance or arbitration brought by a non-bargaining unit employee in which there is an allegation of improper conduct on the part of the Administrator.

ARTICLE 5
USE OF SCHOOL FACILITIES

It is agreed that the Association will have:

1. Access to and reasonable use of school buildings for meeting purposes in accordance with Committee policy.
2. Access to school bulletin boards for the posting of notices and informational material and to Administrator's intra-system mailboxes for information dissemination purposes in accordance with Committee policy.

ARTICLE 6
CONSULTATION COMMITMENT

It is agreed that special session meetings between Association representatives and the Committee or its designee to discuss issues or concerns that arise, and not for the purpose of negotiation, may be scheduled at the request of either party at mutually acceptable times during the term of this contract, consistent with Committee policy.

ARTICLE 7
MANAGEMENT RIGHTS

1. The parties recognize that the Committee and is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts and nothing in this agreement shall derogate from those powers and responsibilities of the Committee, The Committee retains those rights, powers, and

duties it now has, may be granted, or have conferred upon it by the General Laws of the Commonwealth.

2. The parties further recognize and agree that, except as otherwise specifically relinquished, abridged, or limited by a term or provision of this Agreement, the Committee and Superintendent continue to retain, whether exercised or not, the right, power and authority to exercise, in their sole discretion the duties, powers, responsibilities and rights provided by the law of Massachusetts and applicable rules and regulations of administrative agencies issued under such laws.
3. The Association recognizes that the Committee has responsibilities for establishing and implementing educational policies of the public schools covered by this agreement, for the management of such schools and the direction of their operation.
4. No action taken by the Superintendent or the Committee with respect to such rights and responsibilities shall be subject to the grievance and arbitration provisions of the agreement. The Committee shall have the sole unquestioned right, responsibility and prerogative of the management of the affairs of the school system and the discretion of the working forces, including but not limited to the following:
 5. To determine the care, maintenance, and operation of the equipment and property used for an on behalf of the purposes of the Committee.
 - a. To establish or continue policies, practices and procedures for the conduct of the Committee's business and from time to time, change or abolish such policies, practices and procedures.
 - b. To determine assignments to work and work tasks and to discontinue processes or operations or to discontinue their performance by employees. If the Committee desires to significantly increase the duties of an administrator, it may do so subject to its obligation under Chapter 150E.
 - c. To select and determine the number and types of employees required to perform the Committee's operations, and to evaluate their performance.
 - d. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise remove employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Committee and to determine the election or reelection of a non-tenured Administrator for the first three years of service as an Administrator within the system. These rights are subject to relevant statutory provisions.
 - e. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Committee.
 - f. To determine and redetermine job content and insure that related duties connected with the education of students and the administration of the school system shall be performed by employees. If the Committee thereby significantly increases the workload of an Administrator, it recognizes its bargaining obligations under Chapter 150E.
 - g. To determine the competency and qualifications of employees.

- h. To maintain order and efficiency.
- i. To establish, continue and/or change policies and/or regulations pertaining to standards for hiring of employees and the continuation and enforcement of such policies during the term of employment.

ARTICLE 8

CONTINUITY OF OPERATIONS

1. No employee nor the Association nor any officers thereof shall engage in, induce or encourage any strike (as defined in Massachusetts General Laws, Chapter 150E), walkout, work stoppage, sit down, slow down, withholding of services, boycott, concerted absences or resignations or any other direct or indirect interference with the operations of the school system.
2. The Association and the employees within the bargaining unit, in consideration of the value of this agreement and its terms and conditions and the legislation which engendered it, will not authorize, instigate, sanction or condone any strikes, work stoppages or delays or any concerted refusal to perform normal work duties at such actions are defined by M.G.L., C. 150E.
3. Should any employee or group of employees covered by the Agreement or otherwise employed by the Committee engage in any strike or work stoppage, or withholding of services, the Association shall forthwith disavow any such action and refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Committee, the Association shall take all reasonable means to induce such employees or group of employees, if in this bargaining unit, to terminate the strike, work stoppage, etc., and to return to work forthwith.
4. Violations of the terms of this Article shall subject an employee to disciplinary action, including discharge, and should an employee process a grievance concerning his discipline, the only issue subject to the jurisdiction of the Arbitrator shall be the question of whether or not the employee, in fact, violated the provisions of this Article.
5. The Committee reserves the right to bring an action for a violation of this Article by means of the arbitration provisions set forth in this agreement, and/or by means of any other actions permissible by law.

ARTICLE 9

ASSOCIATION SECURITY

1. During the life of this agreement, and in accordance with the terms of the form of authorization of check-off dues levied in accordance with the constitution of the Association, the Committee shall deduct said amounts from the pay of each employee who executes or has executed such form, and shall remit the aggregate amount to the treasurer of the Association along with a list of employees who have had said dues deducted.

2. This authorization shall be irrevocable for the period of one year from the date hereof or until the termination of this agreement (whichever comes first) and shall be automatically renewed and irrevocable for successive similar periods of one year, unless a written order of revocation is given by the employee.
3. The Association agrees to hold the Committee harmless from any liability, civil or criminal, which may arise out of the implementation of this Article.
4. Any member of the bargaining unit, who is not a member of the Association, shall during the life of this agreement pay the agency Service Fee to the Association in accordance with the law.
5. This Article of the Agreement shall be applied and interpreted in conformance with Chapter 150E and Chapter 180 and any other applicable provisions of the General Laws of the Commonwealth of Massachusetts.

ARTICLE 10

GRIEVANCE PROCEDURE

1. A grievance is hereby defined to mean a complaint by an Administrator or group of Administrators based upon an alleged violation of this agreement or a dispute involving the meaning, interpretation or application hereof.
2. Grievances must be processed promptly. They must be submitted, in writing, within two (2) calendar weeks of the date of the occurrence of the alleged grievable act or within two (2) calendar weeks of when the employee should have known of the alleged grievable act. Failure to submit the grievance on time shall be construed as a waiver of the grievance. The grievance shall specify which contract Articles have been violated; in what manner they were violated and what is the suggested remedy. Failure to provide this information shall waive the grievance.
3. A grievance, which affects a group or class of Administrators, may be submitted in writing to the Superintendent directly and the processing of such grievance shall be initiated at Level Two.
4. Failure at any level of the procedure to communicate the decision, within the specified time limitations, to the grievant and to the Association shall permit the aggrieved the approach to the next level. Failure to appeal a timely decision to the next level within the specified limitation shall be deemed to be an acceptance of the decision so rendered unless the Committee and the Association have mutually agreed to extend or suspend the time limitation.
5. If an Administrator presents a grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of the Agreement.
 - a. The decision of the Superintendent as regards all personnel decisions and/or other authority given him/her under the Education Reform Act of 1993, if not acceptable, may be submitted to Level 4 - Arbitration only.

- b. The decision of the Superintendent, as regards all other items under School Committee authority, if not acceptable, may be submitted to the Committee at Level Three within ten (10) days of the Level Two decision or within ten days of when it was due.

Level One: The grievant will initially discuss the problem with his immediate supervisor with the object of resolving the differences informally. A representative of the Association may be present. If there is no resolution, the grievant may proceed to Level Two.

Level Two: Within fourteen days after the receipt of a written grievance, the superintendent or designee shall meet with the aggrieved employee and the Association in an effort to resolve the matter. The superintendent shall respond to the aggrieved and the Association, in writing, within the seven subsequent days. The decision of the Superintendent, if not acceptable, may be submitted to the next level, per the definition provided in 5A or 5B above, within ten days of the receipt of the Level Two decision or within ten days of when it was due.

Level Three: The Committee shall meet with the aggrieved and the Association within twenty days following the submission of the written grievance. The Committee shall render its decision, in writing, within seven days.

In the event that a Committee has a grievance against the Association and/or any member of the bargaining unit, the grievance will commence at Level Three. The Committee will notify the Association, in writing, relative to the alleged grievance. Within five calendar days or the next available Committee meeting date after receiving the written grievance, the President and/or his designee will meet with the Committee or its designee for the purpose of discussing and/or resolving the grievance.

Level Four: If the decision of the Committee pertaining to an employee or Association grievance is not accepted by the employee or the Association, or if no decision is timely rendered, the Association may submit the grievance to the American Arbitration Association, or other mutually acceptable arbitrator, within two weeks of the receipt of decision or within two weeks of when it was due to be received.

If a Committee grievance has not been resolved after ten school days following the initial meeting between the parties, or within fourteen (14) school days of when the meeting should have occurred, then the Committee may, within the subsequent fourteen (14) school days, give written notice to the Association of the Committee's intent to file for arbitration. If the grievance still remains unresolved, the Committee may file for arbitration within fourteen (14) school days following the Committee's giving written notice to the Association.

Arbitration will not be available to a Bargaining Unit member who does not elect the arbitration provisions contained within this agreement as final and binding and as the exclusive remedy. Failure of the Unit member to elect this remedy shall enable the Committee to refuse to participate in the arbitration. Such a refusal by the Committee shall not be deemed a violation of the Agreement.

ARTICLE 11

ARBITRATION

1. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in this agreement. The function of the arbitrator is to determine whether or not there has been a violation of a specific provision of this Agreement not excluded from arbitration.
2. The arbitrator shall be without power and authority to do the following:
 - a. To add to, modify, alter, subtract from or amend the terms of the written agreement.
 - b. To modify, alter, or negate decisions of the Committee, which are made pursuant to its rights or authority under the law and/or its management rights.
 - c. To make an award which violates any of the Committee's policies except as they may be specifically governed by this agreement.
 - d. To make an award which may cause or require the Committee to violate State, Federal or common law, or any rules, regulations, or decisions issued under the authority of the Commonwealth of Massachusetts or of the United States Government.
 - e. To rule on an issue which is reserved by law for the Committee to decide or which has been excluded from the grievance and arbitration provisions of this agreement.
 - f. To rule on a violation which occurred prior to the effective date of this Agreement, and/or to award any relief for any period of time prior to the occurrence of the grievance, if the occurrence was within the two-week filing period.
3. The decision of the arbitrator, if within the scope of this jurisdiction, shall be final and binding upon the parties hereto except for review or confirmation as is provided for by G.L. c. 150C, and other applicable laws and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument and the submission of briefs.
4. Compensation for the services of the arbitrator will be borne equally by the Committee and the Association, but each party shall bear its own expenses for the presentation of its own case.

ARTICLE 12

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL DEVELOPMENT

1. The Committee will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by administrators who attend professional or educational conventions, meetings, conferences, seminars, institutes and other related assemblies, worthy civic functions, workshops, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent and/or Committee.
2. The Committee will reimburse certified administrators for eighty percent (80%) of the cost assessed by the provider, not including travel, room, board, books, and materials, of graduate academic courses that have been satisfactorily completed. The maximum amount of initial reimbursement an employee may receive per fiscal year (July 1 through June 30) shall be one thousand five-hundred dollars (\$1,500.00). The Committee agrees to provide the sum of twenty-five thousand dollars (\$25,000) per fiscal year to be distributed in the following manner:
 - a. Certified administrators will initially be reimbursed for approved courses up to three (3) graduate academic courses, of up to twelve (12) semester hours per year at eighty (80%) percent of allowed costs for a maximum of one thousand five-hundred dollars. (\$1,500.00). The maximum amount of reimbursement money available per fiscal year to all bargaining unit members is twenty-five thousand dollars (\$25,000.00)
 - b. If by June 1st of any fiscal year, the initial course reimbursements have not totaled twenty-five thousand dollars (\$25,000.00), the remaining balance will be distributed as follows:
 1. The business office will determine the available (unencumbered) funds by subtracting the total initial reimbursements from the sum of twenty-five thousand dollars (\$25,000.00)
 2. Determine the percentage requested but not yet reimbursed to each certified administrator per the total amount requested but not yet reimbursed.
 3. Determine the reimbursement per certified administrator by multiplying the percent per administrator by the available (unencumbered) funds.
 4. The total reimbursement per certified administrator shall not exceed the cost of their respective courses.
3. All courses and degrees must be from an accredited institution, designed to improve his/her performance in his/her particular assignment. The request shall include the endorsement of any building supervisor to which the applicant is assigned. Advance approval must be obtained from the Superintendent of Schools or his/her designee at the time the specific, actual course is identified by the bargaining unit member. Substitutions for courses selected may be necessary due to changes by the college in an approved degree requirement. Substitutions must be approved by the Superintendent of Schools prior to the employee's taking said course.

ARTICLE 13
PERSONNEL FILES

1. A personnel file will be maintained by the Committee for each Administrator in the office of the Central Administration. Derogatory material shall be made immediately available to the subject Administrator. Complaints or other material which reflect negatively upon an Administrator, which by the determination of the Superintendent or designee are to be placed in a personnel file, shall be brought to the attention of the Administrator at the time such materials are being placed in the file. The Administrator will sign such material only to signify that he has seen it. The Administrator may respond, in writing, and such response will be attached to the relevant material.
2. Administrators may review and copy, at their own expense, their personnel files.
3. Any written complaint regarding a professional employee made to any member of the administration or Committee by any parent, student, or other person shall be promptly called to the attention of the professional employee, and the complainant identified.

ARTICLE 14
DISCIPLINE

1. No unit administrator shall be disciplined, reprimanded, reduced in rank or compensation without good cause during their fourth (4th) and/or fifth (5th) year of continuous service in a job classification within this unit.
2. No unit administrator shall be disciplined, reprimanded, reduced in rank or compensation without just cause after their fifth (5th) year of continuous service in a job classification within this unit.
3. Provided further, however, that new employees to this unit shall not be allowed to use this Article if they are non-renewed during their first three (3) years of employment in an administrative job classification.

ARTICLE 15
VACANCIES

1. Permanent vacancies of positions in this bargaining unit, which the Committee decides to fill, shall be posted in each school for a minimum of fourteen (14) days prior to the vacancy being filled.
2. The notice shall contain the qualifications, in addition to the title, salary, last date for filing, and expected date of appointment.
3. During July and August a copy of the posted notice shall be forwarded to the Association President.

4. Serious consideration shall be given to the professional background, length of service within the school system, and other qualifications of each applicant from within the Unit before a final determination is made by the Committee.

ARTICLE 16

TRANSFERS

1. Whenever possible, the transfer of an Administrator will be conducted on a voluntary basis.
2. Prior to any involuntary transfer action being taken, the Superintendent shall meet with the Administrator and a representative of the Association to inform them of the reasons for the transfer.
3. Any Administrator who desires a lateral transfer may submit a request for such a transfer to the Superintendent, designating the vacancy preferred. The Superintendent shall provide a written response to any such request, setting forth the reasons for denying the request in any case where the request is not granted.
4. The decision of the Superintendent to transfer an Administrator, or whether to grant or deny a request for transfer, is not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 17

CORI/FINGERPRING CHECK

The Administrator will complete and sign a CORI request form and submit to a CORI check at least every three (3) years as required by Massachusetts General Laws Chapter 385 of the Acts of 2002. The administrator will register for and complete a fingerprint check at principal's expense prior to effective start date as required by Massachusetts General Laws 603 CMR 51.00.

ARTICLE 18A

SICK LEAVE AND EMPLOYEE ATTENDANCE

1. Administrators who are employed to begin work as the first workday of a school year will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Administrators who are hired to begin work after the first workday of the school year shall receive a prorated number of days of sick leave depending on the date of hire. In cases of merit, the Committee may allow sick leave beyond the above limit. Sick leave days may be accumulated from year to year to a maximum of two hundred and twenty (220) days if they are a 220 day employee, two hundred and ten days (210) if they are a 210 day employee, and two hundred days (200) if they are a 200 day employee. Administrators who have accumulated these amounts noted above prior to the start of a school year will receive fifteen (15) days of noncumulative annual sick leave.

Employees who have accumulated their maximum amount of days based on their calendar year (i.e. 220, 210, 200, etc.) and have not used more than 3 sick days in a calendar year, may be compensated at the rate of \$30.00 per day for each non cumulative sick day not used during said contract year beyond the maximum.

2. In addition to personal illness or injury, sick leave may be utilized for the following purposes:
 - a. One (1) day when emergency illness or injury in the family requires an Administrator to make arrangements for necessary medical and nursing care.
 - b. A maximum of seven (7) days per school year for a serious illness of a resident of the Administrator's household or a member of the immediate family, which shall include the Administrator's spouse, child, grandchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, or sibling. Should an individual not be covered by the above categories, an Administrator may be granted sick leave under this provision at the discretion of the Superintendent of his/her designee.
3. In order to be eligible to use Sick Leave, an Administrator must notify his supervisor on or before (prior to the start of the work day) the first day of his intended use of Sick Leave of the nature of the illness, injury, or disability and, if possible, give an estimate of the time the employee expects to be absent from work. The Administrator is expected to keep the supervisor informed of any changes which will affect his return to work.

The Superintendent or his designee may request that doctors certificates be provided if such absence is prolonged or for other good reason.
4. If deemed in the best interest of the Committee, the Superintendent may require any employee receiving sick leave pay to be examined by a physician chosen by the Committee.
5. No salary or wages shall be paid to any employee who is claiming sick leave status, except during periods of authorized sick leave in accordance with this Article.
6. In cases of inappropriate use or abuse of Sick Leave, or if there is an inappropriate pattern of absence, the Administrator will not be paid for those days and will be subject to disciplinary action.
7. An Administrator who becomes disabled as a result of excessive use of alcohol or other drugs or as a result of self-inflicted injury other than accidental may forfeit his entitlement to use Sick Leave for such disabilities.
8. An Administrator may be requested to take Sick Leave if, in the opinion of the Superintendent, the Administrator is unable to perform the normal duties required of the position.
9. The parties to this agreement agree that consistent attendance of Administrator is essential to providing education of the highest possible quality to the students.

ARTICLE 18B
STANDARDS OF ATTENDANCE

1. The maintenance of good attendance is important and necessary to the successful performance of all the duties and functions of an employee.
2. Employees are required to work on a regular, continuing and consistent basis. Any excessive or unusual amount of absence from work, for whatever reason, is contrary to the Committee's attendance requirements.
3. The Superintendent, or his designee, may meet with, talk to or otherwise be in contact with employees concerning their attendance performance. Administrators may, at their option, have an Association representative present at any such meeting.
4. The Committee reserves the right to review and record employee absenteeism from the work place.
5. The Committee reserves any rights it may have under the law and this agreement with respect to issues concerning employee attendance.

ARTICLE 19
TEMPORARY LEAVES OF ABSENCE WITH COMPENSATION

1. Upon receiving the advance approval of the Superintendent or designee, each Administrator will be entitled in each contractual year to the following paid Leaves of Absence:
 - a. Such time as necessary for appearances in any legal proceeding connected with the Administrator's employment or with the school system, if the Administrator is required by law to attend.
 - b. Up to five days in the event of the death in an Administrator's immediate family or a household member. Immediate family is defined as spouse, child, son and daughter-in-law, parent, parent-in-law, sibling and any relative permanently living in the household.

Up to three days in the event of the death of an Administrator's grandparent, brother or sister-in-law, uncle, aunt, niece, or nephew, unless said relative is a permanent member of the immediate household, in which event the Administrator will be afforded up to four days.

One day in the event of the death of a cousin.

- c. One day to attend the wedding of a son, daughter, ward, sibling, parent, or legal guardian. Two days may be granted if wedding is out of state or wedding date itself is during the week. These are subject to supervisor approval in advance.

- d. Three days for an Administrator's own wedding.
- e. Two days without loss of pay where established religious discipline makes the Administrator's absence mandatory.
- f. One day to attend the graduation of a son, daughter, or spouse from a secondary or post-secondary school. If the graduation is out of state two days may be granted with the approval of the supervisor in advance.
- g. (1) Two days leave for personal business reasons shall be granted each year, said day to be allowed to accumulate from year to year to a maximum of three days.
 - (2) It is recognized that the absence of the employee from work interrupts and diminishes the scheduled work of the employee and must therefore be kept to a minimum. It is understood that employees will make every effort to attend to their personal business on non-working days and/or during non-working hours and that requests for business leave will be submitted only when every effort has been made to schedule business so as to not interfere with their work commitment. Such leave will be for the purpose of conducting personal and/or legal business which requires the absence of the employee during work hours and which cannot otherwise be scheduled.
 - (3) Once per year an Administrator may request to the Superintendent to extend a long weekend or school vacation with a personal day.
- h. The Superintendent or designee may grant additional temporary leaves of absence, with or without pay. His decisions will not be subject to the Arbitration provisions of this Agreement.
- i. Any Administrator who is a member of a reserve component of the armed forces of the United States shall be granted such leave as is required by state or federal statutes. It is agreed, however, that in the interest of minimizing the interruption of school functions, the Administrator and the Superintendent will exhaust every effort to attempt to schedule the Reserve Training during July and August, where possible.

ARTICLE 20

LEAVES OF ABSENCE WITHOUT COMPENSATION

1. A Leave of Absence of up to one year may be granted for the purpose of caring for a sick member of the Administrator's immediate family. Additional leave may be granted at the discretion of the Committee.

2. Any eligible unit member whose personal illness extends beyond the period of compensation may be granted sick leave without pay for up to one school year for personal health reasons. Requests for such leave will be supported by appropriate medical evidence. As a condition of continuing approval, the individual granted such leave will submit periodic medical reports. In no case will such time, both paid and unpaid, extend beyond a total of two school years.
3. If approved, FMLA leave petitioned for personal illness or family health care under defined Federal law shall be concurrent and coterminous with other provided leaves herein and shall not be granted as added time.
4. One Administrator designated by the Association will, upon request, be granted a leave of up to one year to engage in local, state, or national Association activities. Upon return from such leave, the Administrator will be considered actively employed by the Committee during the leave and will be placed on the salary level, which would have been achieved if so employed.
5. Military leave shall be granted to any Administrator who is inducted or enlists in a branch of the armed forces of the United States. Upon return from such leave, the Administrator shall be placed on the salary level, which would have been achieved if remaining actively employed within the system only up to the degree established by law.
6. A Leave of Absence of up to two years will be granted to an Administrator who joins the Peace Corps or serves as an exchange Administrator or as a full-time participant in either program. Upon return from such leave, an Administrator will be considered as if actively employed by the Committee during the leave and will be placed on the salary level which would have been achieved if so employed.
7. During Leaves of Absence under this Article, the Administrator shall not be eligible for, nor shall the Administrator accrue, nor shall the Committee be required to pay, except to the extent required by law, for any benefit, including but not limited to Disability Leave, Insurance and Health Care coverage's, or Retirement contributions.
8. All benefits to which an Administrator was entitled at the time the Leave of Absence commenced, including unused accumulated Disability leave, will be restored upon return. The Administrator will be assigned to the same position held at the time the leave commenced, if available, or if not, to a substantially equivalent position.
9. The Superintendent may grant additional leaves of absence without compensation. His decisions, whether or not to grant such requests for leaves, are not subject to the arbitration provisions of this agreement.

ARTICLE 21

DISABILITY LEAVE

1. Each Administrator will be entitled to fifteen (15) compensable disability days each school year as of the first official day of said school year, whether or not they report

for duty on that day. In cases of merit, the Committee may allow Disability Leave beyond the above limit. Unused Disability Leave may accumulate from year to year to the equivalent of the individual administrator's defined work year.

Employees who have accumulated their maximum amount of days based on their calendar year (i.e. 220, 210, 200, etc.), and have not used more than 3 sick days in a calendar year, may be compensated at the rate of \$30.00 per day for each non-cumulative sick day not used during said contract year beyond the maximum.

Long-Term Disability

1. Members of the Bargaining Unit who elect and enroll in the Town of Plymouth Long Term Disability Insurance (LTD) Plan may accumulate unused sick leave days to a maximum of one hundred eighty (180) days. If a member of the Bargaining Unit has more than this maximum accumulated number of days at the time he/she first enrolls in the LTD plan, the excess number of days beyond the maximum cited above shall be relinquished. Any days that were relinquished shall be restored if a subsequent decision by the member is made to decline participation in the LTD plan.

Members of the Bargaining Unit who enroll in the Town of Plymouth Long Term Disability Insurance Plan will not be eligible for any annual sick leave buyback plan contained in this Agreement. Members of the Bargaining Unit who later decline the LTD plan shall be eligible to access any annual sick leave buyback plan contained in the Agreement subsequent to their de-enrollment from the LTD plan.

2. In order to be eligible to use Disability Leave, an Administrator must notify his supervisor on or before (prior to the start of the work day) the first day of his intended use of Disability Leave of the nature of the illness, injury, or disability and, if possible, give an estimate of the time the employee expects to be absent from work. The Administrator is expected to keep the supervisor informed of any changes which will affect his return to work.

The Superintendent or his designee may request that doctor's certificates be provided if such absence is prolonged or for other good reason.

3. If deemed in the best interest of the Committee, the Superintendent may require any employee receiving sick leave pay to be examined by a physician chosen by the Committee.
4. No salary or wages shall be paid to any employee who is claiming sick leave status, except during periods of authorized sick leave in accordance with this Article.
5. In cases of inappropriate use or abuse of Disability Leave, or if there is an inappropriate pattern of absence, the Administrator will not be paid for those days and will be subject to disciplinary action.

6. An Administrator who becomes disabled as a result of excessive use of alcohol or other drugs or as a result of self-inflicted injury other than accidental may forfeit his entitlement to use Disability Leave for such disabilities.
7. An Administrator may be requested to take Disability Leave if, in the opinion of the Superintendent, the Administrator is unable to perform the normal duties required of the position.
8. In addition to personal illness or injury, Disability Leave may be utilized for the following purposes:
 - a. One day when emergency illness or injury in the family requires the Administrator to make arrangements for necessary medical and/or nursing care.
 - b. A maximum of seven (7) days per school year for a serious illness in the immediate family or a household member.
9. Each Administrator shall be issued an annual statement of cumulative Disability Leave the first week in November.

ARTICLE 22

SICK LEAVE BANK

1. A Sick Leave Bank for use by eligible members of the professional staff covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be established by an assessment of two (2) sick days from the entitlement of every individual covered by this Agreement.
2. As new members join the Unit, they shall donate two (2) sick days to the Sick Leave Bank from their initial disability entitlement.
3. Any grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon the exhaustion of any grant, the employee shall apply to the Sick Leave Bank Committee for further sick leave. For a grant of days from the sick leave bank, the applicant shall send a copy of any medical documentation required by the Sick Leave Bank Committee to the office of the Superintendent of Schools. Payment of sick leave bank grants may be delayed pending the submission of such medical documentation to the Superintendent's office.
4. 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 their discretion, and two (2) members shall be designated by the Administrators 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:

- 4.1 Adequate medical evidence of serious illness.
 - 4.2 Prior utilization of all eligible sick leave.
 - 4.3 Length of service in the school system.
5. If the Sick Leave Bank should become exhausted, it shall be renewed by further contribution of all members of the association covered by this agreement. The Sick Leave Bank Committee shall decide at what point the bank needs to be replenished. The Sick Leave Bank Committee shall decide on the number of sick days each member will donate to replenish the bank.

ARTICLE 23

RETIREMENT BENEFIT

An Administrator who retires after a period of continued professional service in the school system shall be compensated for unused sick leave.

An Administrator must have one-hundred (100) days of accumulated or unused sick leave at the time of retirement in order to be eligible for payment under this section.

An Administrator or his/her estate will be paid twenty-five percent (25%) redemption value for any such accumulation of sick leave days upon: (a) retirement, or (b) death. Such payment will be computed on the basis of twenty-five percent (25%) of the amount derived from multiplying the number of accumulated sick days by the Administrator's per diem salary during the year of retirement. Payment will be made upon receipt by the Committee of verification of retirement under the Massachusetts Teachers Retirement System or other appropriate retirement plan.

Members of the Bargaining Unit who enroll in the Town of Plymouth Long-Term Disability Insurance Plan will not be eligible for the sick leave buyback provision contained in this Article. A member of the Bargaining Unit who later declines coverage under the LTD plan shall be able to access the sick leave buyback provision in this Article if he/she has declined LTD coverage for at least five (5) years prior to his/her retirement.

ARTICLE 24

WORKERS COMPENSATION

Payments made under the Sick Leave and/or Vacation Leave provisions of this agreement shall be limited to an employee who is receiving Workers' Compensation to the difference between the amount paid in Workers' Compensation and the employee's

regular rate. These payments shall be made until the employee has exhausted his vacation entitlement and sick leave accumulation.

ARTICLE 25
PARENTAL LEAVE

1. **Short-Term Child-Rearing/Parental Leave:**

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

2. **Long-Term Child-Rearing/Parental Leave:**

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

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

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

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

4. Both parents employed by Plymouth Public Schools

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

5. Pregnancy and Childbirth

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

ARTICLE 26

SABBATICAL LEAVE

Upon recommendation by the Superintendent of Schools, Sabbatical Leave may be granted by the Committee to Administrators for study, travel or research, subject to the following conditions:

- 1. Requests for Sabbatical Leave must be received by the Superintendent of Schools, in writing, in such form as maybe required by the Superintendent, no later than

31 December, and action must be taken on all such requests no later than 1 April of the school year preceding the school year for which the Sabbatical Leave is requested.

2. The Administrator has previously served in the school district for three continuous school years.
3. No more than two Administrators shall be absent on Sabbatical Leave at any one time.
4. Administrators on such Leave may be paid the regular salary rate provided that such pay, when added to any program grant, will not exceed the regular salary rate.
5. The Administrator will agree to return to employment in the Town of Plymouth for one full year in the event of a semester's Leave, or two full years in the event of a full year's Leave.
6. The Administrator shall be returned to the same position which was held at the time said Leave commenced, if it exists, or if not, to a substantially equivalent position.
7. When the Sabbatical Leave has been completed, the Administrator shall submit a report of research or study to the Committee in such form as may be determined by the Superintendent.
8. In passing on applications for Sabbatical Leave, the following criteria will be used: years of service, type of research or study planned, and the value of the research or study both to the applicant and to the school system.

ARTICLE 27

ANNUITY PLAN

Administrators will be eligible to participate in a legal tax-sheltered annuity. The Employer shall pay an annuity contribution of fifteen percent (15%) of the employee contribution to a 403B account each year starting in FY05.

ARTICLE 28

HEALTH CARE - INSURANCE

1. The employer will pay eighty percent (75%) of the cost of the type of insurance coverage listed below:
 - a. A \$2,000 term life insurance plan of the type presently available to unit members. Additional, optional life insurance is available within the group plan at the employee's expense.

- b. Individual or family coverage of group health insurance provided by the Town of Plymouth for eligible employees. The Committee agrees that the level of benefits shall be substantially equal to the level of benefits provided as of 1 July 1997.
 - c. Except to the extent required by law, the employer shall not be required to pay the premiums outlined above for those unit members who are on a non-paid leave of absence.
2. The Town at the Special Town Meeting, April 5, 2003, authorized the Board of Selectmen to petition the Great and General Court of the Commonwealth to enact legislation. The legislation was enacted, the full text of which is on file with the Town Clerk, to set the contribution rate for group health and dental insurance for individuals who have retired or will retire from the Town after February 26, 1998, their spouses and dependents at the percentage paid at date of hire but no less than 10%. Such act will apply to all non-union employees who are eligible for health insurance benefits and employee groups who agree to a change in the percentage paid by active employees, effective July 1, 2003.
 3. If an employee elects to enroll in the Town of Plymouth Long Term Disability Insurance Plan, he/she shall be subject to the Town's conditions including any related to sick leave accumulation, annual attendance buyback plan, and disability buyback benefits at retirement. See Article 21, paragraphs two (2) and three (3) and Article 23, paragraph four (4) of this Agreement.
 4. The employer and the Association agree to allow members of the Bargaining Unit to participate in the Town of Plymouth "Cafeteria Plan" established pursuant to Section 125 of the Internal Revenue Code.
 5. The parties agree to mutually bargain over the impact of any Federal or State legislation or further local benefits and options which can materially affect health care coverage as currently constituted.

ARTICLE 29

LEGAL ASSISTANCE

1. Administrators will immediately report, in writing to the Superintendent of Schools, all cases of physical or psychological assault suffered by them in connection with their employment.
2. The Superintendent shall conduct an investigation. He shall forward the complaint and any additional information to the Committee. The Committee will comply with any reasonable request from the Administrator for information in its possession relating to the incident or the persons involved, and will act in an appropriate way as liaison among the Administrators, the police and the courts.
3. An Administrator may react to a physical assault or to slanderous, libelous, or other character besmirching attempts arising from the performance of duties within the school system by invoking the proper court procedures.

4. The Committee will provide indemnification for Administrators in conformity with M.G.L., Chapter 258, if applicable.

ARTICLE 30
COMPENSATION

1. The Committee agrees that it will include in its budget requests for each year of the agreement, sufficient monies to fully fund the economic provisions of this agreement, and submit such budget requests to the appropriate Town Meeting in Plymouth for funding. In the event that the submitted budget is not fully funded in any year of the Agreement, the parties to this Agreement agree to negotiate over the impact of that failure to fully fund. Following these negotiations, if the Committee determines that it cannot fully honor the general wage increase of this Agreement, the parties will reopen the entire agreement for negotiations for this year in which the budget was not fully funded.
2. Administrators will be paid in accordance with the provisions of Appendix A, which is attached hereto and made a part hereof.
3. Salary adjustments are not to be considered automatic; they shall be reviewed annually and approved by the Superintendent. Among the factors to be considered by the Superintendent in making his decision shall be the attendance record of the employee. Any employee whose salary adjustment is to be withheld shall be advised of that decision, in writing, on or before 15 April of the prior work year. If the decision to withhold a salary adjustment is made, the employee shall be entitled to have the decision to withhold a salary adjustment reviewed by the Superintendent prior to the close of the work year in which the notice was given. If the salary adjustment is withheld, a decision whether to reinstate one-half (1/2) of the salary adjustment will be made by 31 January of the year in which it is withheld. A similar decision regarding reinstating the second one-half (1/2) of the salary adjustment will be made prior to the close of school during the work year in which the salary adjustment is withheld. The Superintendent agrees that salary adjustments shall not be unreasonably withheld.
4. Effective July 1, 2010:
 - a. Administrators who have earned thirty (30) graduate credits beyond a Master's Degree will be granted a \$2,000.00 (two thousand dollar) stipend beyond their placement on the salary schedule.
 - b. Administrators who have received a Certificate of Advanced Graduate Study (CAGS) or who have earned forty-five (45) graduate credits beyond a Master's Degree will be granted a \$1500.00 (one thousand five hundred dollar) stipend beyond their 4.A. placement above. Therefore, approved CAGS or Master's +45 degree shall be paid a \$3500.00 (three thousand five-hundred dollar) total differential beyond their placement on the salary schedule.
 - c. Administrators who have earned sixty (60) graduate credits beyond a Master's Degree will be granted an \$1,000.00 (one thousand dollar) stipend beyond their placement on the salary schedule. Therefore, approved Master's +60 degree

shall be paid a \$4,500.00 (four thousand five hundred dollar) total differential beyond their placement on the salary schedule.

- d. Administrators who have received an earned doctorate from an accredited institution will be granted a \$2,000.00 (two thousand dollar) stipend beyond their 4.B. placement above. Therefore, approved doctorates shall be paid a \$5,500.00 (five thousand, five hundred dollars) total differential beyond their placement on the salary schedule. The following provisions are understood to accompany qualifications for the doctoral stipend:
 - (1) The earned doctorate must be in an appropriate subject area related to the job responsibilities of the Administrator.
 - (2) The earned doctorate must have been granted by a university accredited by one of the six (6) United States Regional Accreditation Associations of Schools and Colleges:
- e. Assistant principals who serve as department heads at the discretion of the district or building principal shall be paid an annual stipend of \$1,500. This stipend shall increase in accordance with the assistant principal's negotiated salary percentage increase and shall be incorporated in the assistant principal's pensionable income.

- New England Association
- Middle States Association
- North-Central Association
- Northwest Association
- Southern Association
- Western Association

3. Doctorates earned from foreign universities must have similar accreditation stature as that mentioned in Item 2 above.

ARTICLE 31

LONGEVITY

In addition to their regular salary, Administrators who qualify will receive longevity payments on the following basis:

YEARS	AMOUNT
Years 10 – 14	\$1,200
Years 15 – 19	\$1,400
Years 20 – 24	\$1,900
Years 25 – 29	\$2,500
Years 30 and above	\$3,200

1. Longevity payments will be based on the years of service of professional employment in the system from their initial date of employment, which service may be broken only by approved leaves of absence.
2. For those administrators hitting the completed years of service between July-December, a longevity payment will be issued in a separate check in December. Administrators hitting the completed years of service in January – June will be issued a separate longevity payment in June.
3. Any employee who returns to the employ of the Committee after having resigned shall be treated as a new employee for purposes of this longevity provision

ARTICLE 32

MILEAGE

Administrators who are required to use their vehicles in the course of their duties shall be reimbursed at the Town of Plymouth rate.

ARTICLE 33
WORK YEAR

- 1 "Work Year", as listed below, is understood to include the calendar year scheduled for teachers. The employer reserves the right to reinstate up to two Professional Development Days at the per diem rate of each member's annual salary. The remaining days in the defined work year are to be scheduled with immediate supervisors and, thereby, determine individual vacation schedules. Vacation schedules and/or exceptions to the above-defined work year are to be approved by the Superintendent of Schools (or his designee) upon petition of the individual Administrator and endorsement of immediate supervisors (if applicable). It is understood that work schedules and vacations are dynamic in nature. Any projected, predetermined schedules are understood to be flexible and subject to change by the pre-approval cycle noted above.
2. Work years are not to be taken literally. It is expected of the Administrators that they will provide whatever professional services are required without additional compensation except for extraordinary professional services as shall be approved in advance and so directed by the Superintendent. Compensation for such extraordinary professional services will be at the per diem rate.
3. Administrators who are required to work on weekends or holidays will be allowed, with prior approval from their immediate supervisor, to count that day as a workday. Work duties may include supervision at dances, athletic, and theatrical events. Such duties shall be equitably distributed among bargaining unit members
4. The following grid delineates the work year for all Administrators:

Work Year (Days)	CLASSIFICATIONS
220	Director of Accountability & Measurement Secondary Assistant Principals Coordinators of Language Arts, Mathematics, Science and Social Studies Coordinator of Visual and Performing Arts Coordinator of Educational Technology & Instructional Media Director of Student Support Services
210	Assistant Special Education Director/Out of District Coordinator
200	Middle/High School Assistant Principals Elementary Assistant Principals

ARTICLE 34
REDUCTION IN STAFFING

1. If the School Department, when necessary, exercises its right and responsibility to reduce and/or alter, and/or combine the number of administrative positions, then the procedures set forth in this Article will govern the rights of Administrators affected thereby.
2. The Committee and the Superintendent reserve unto themselves, in accordance with their responsibilities under the General Laws, the sole discretion to determine the structure of and the number of its administrative positions.
3. If the School Department determines to make a change(s) in its administrative structure, it will prepare a plan for so doing. The Superintendent will consult with members of the Unit, and will present the plan to the Association for its comments. Either the Superintendent or the Association may request a meeting of the parties for review, discussion or comment in timely fashion prior to the plan implementation.

The final decision shall remain with the employer subject, however, to its obligation under the law to bargain over the "impact" of its decisions upon the working conditions of the Administrators.

4. The following definitions will apply to this Article:

Seniority: The length of continuous employment in the school system, regardless of Classification or Bargaining Unit, beginning with the first workday. Equal seniority shall be resolved by lot.

Service: The length of continuous employment within a Classification or Unit, whichever is relevant, beginning with the first work day within the Classification or Unit where specified. Equal service shall be resolved by greater seniority.

Classification Within Groups

Group A	200 day Assistant Principals 220 day Assistant Principals
Group B	Director of Accountability and Measurement Coordinator of Language Arts, Mathematics, Science and Social Studies Coordinator of Educational Technology & Instructional Media Coordinator of Visual and Performing Arts Director of Student Support Services Assistant Special Education Out of District Coordinator Director of Unified Arts

5. The principle of service shall be the general rule in determining which employee(s) is (are) to be displaced. Serious consideration will be given to the professional background, certification, performance and other qualifications in making these determinations. However, the Superintendent may vary this standard.
6. An Administrator whose position has been eliminated following the above procedures may "bump" the Administrator with the least service in his/her group with appropriate certification.
7. No transfers or "bumping" may occur from one group to another except that the Superintendent may allow a bid for a transfer to another group, only if there is a vacancy. The Superintendent, in such case, will include in his/her consideration the Administrator's qualifications for the specific classification.
8. There shall be no "bumping" or transfer rights within the classifications of Group B, Specialists - since these Administrators are hired on the basis of their individual qualifications for the specific classification.

If a consolidation with Group "B" is contemplated, then the position evolving from such action will be awarded to the Coordinator with the most extensive academic preparation and qualifications and performance within the disciplines being merged. Such equal accreditation will be resolved by length of service within the classification held prior to the consolidation; equal service, by system-wide seniority; and equal seniority, by lot. A resultant position eliminated within Group "B" will subject the affected individual to a transfer from the Unit.

9. Notification of the Superintendent's decision which will cause a transfer of personnel shall be given to the affected Administrator(s) and the Association within a reasonable time.
10. Administrators will be paid the appropriate salary for the classification which they perform. Administrators who are reduced in classification shall be paid the lower salary, except, if the reduction occurs during a school year, an Administrator remaining in this Bargaining Unit, but affected by a transfer to a lower classification shall suffer no loss in compensation for the balance of that school year.
11. Administrators exercising statutory bumping rights into the teachers' contract, to positions held by teachers without professional status, shall be allowed to exercise these rights based on the total number of the years of employment in the school system. If an Administrator becomes a member of the teachers' bargaining unit, he/she will be governed by the provisions of the Teachers' Collective Bargaining agreement. Preferential consideration will be given to a displaced administrator who is qualified to fill a teacher vacancy.
12. An employee who has been reduced in classification or separated from the Bargaining Unit shall be placed on a recall list for thirty-six (36) months from the effective date of the reduction in rank or layoff. If not promoted or recalled during said period, the employee shall have no further contractual rights for promotions or shall be terminated, whichever is applicable. During the recall period, said employees will be recalled if a vacancy occurs in their former classification.
13. Employees on layoff status shall be entitled to membership in any group health or life insurance coverage in existence during the period of layoff, provided that the

appropriate governmental body has accepted the applicable provisions of M.G.L. Chapter 32B (as amended), and for the length of time permitted by said statute, and provided further that said employee pay the entire cost of said insurance in advance of the premium due dates. There shall be no contribution by the employer for such employee's insurance.

14. The employee, during the period of recall, shall inform the Superintendent of Schools by certified mail of his current mailing address and any other circumstances which could affect his recall status.
15. Employees who have been laid-off shall be notified of recall by certified mail. The employees, so notified shall within ten calendar days from the date of the receipt of the notice, respond, in writing, by certified mail of their intention to return or not to return to the school system. Upon the expiration of said ten days, if the Superintendent has not been notified by said employee, or if the employee has given notice of his intention not to return, then in such event, said employee shall be considered to have resigned from the school system.
16. Seniority shall not accrue while an employee is on layoff, but it shall be restored upon recall.
17. Administrators who have been laid-off will have their unused accumulated sick leave restored upon return from layoff.
18. The benefits provided by this Article shall apply only if and when the effected Administrator executes and delivers to the Superintendent a waiver of any right to a dismissal or demotion hearing and appellate procedures which said Administrator may have pursuant to Massachusetts General Law.

ARTICLE 35

ILLEGALITY

If any Article or Section of this agreement or any amendments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or are superseded, nullified, or otherwise affected by any legislation, (federal or state) or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or any amendment thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 36

COMPLETE AGREEMENT

This agreement constitutes the entire agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as have been reduced to writing and signed by both parties.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands with respect to any

subject matter not removed by law from the area of collective bargaining, and that the understandings arrived at are set forth in this agreement. Therefore, the Committee and the Association for the life of this agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered by this agreement, or with respect to any subject matter not specifically referred to or covered in this agreement even though such subject or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated, and even though they may not have been mentioned during the bargaining or there may be no mention of them in the Agreement. These provisions may be waived by mutual consent.

Any waiver or breach of a condition of this agreement by either party shall not constitute a precedent for future enforcement of all the terms and conditions of this agreement except to the extent that the informal grievance agreements will be enforceable for the term of this agreement as to the employee involved.

ARTICLE 37

EVALUATIONS

Effective July 1, 2012, the evaluation procedures and instrument to be used in the evaluation of professional personnel in the bargaining unit shall be those mutually ratified by both the Plymouth Administrators Association and the Plymouth School Committee in June 2012. It is agreed that the Plymouth Administrators Association and the Plymouth School Committee will adopt the Massachusetts Model System for Educator Evaluation, with the stipulation that either side can request to revisit the process at any time with the goal of adapting the model.

ARTICLE 38

ADMINISTRATOR EMPLOYMENT



Unit members, as a condition of continuing employment with the School District, shall obtain and keep on file in the Central Office personnel file an appropriate certificate for the position held under regulations promulgated by the Massachusetts Department of Education.

ARTICLE 39

DURATION

1. This Agreement becomes effective July 1, 2021 and shall continue in full force and effect until June 30, 2024, and from year to year thereafter, except that either party may reopen the Agreement for bargaining purposes by submitting a written notice to the other of such intent prior to October 1, 2023, or any succeeding anniversary. If a properly submitted notice to bargain is submitted by either party, then the Agreement will expire on the succeeding June 30, unless extended by mutual agreement.

The Committee agrees to enter into negotiations with the Association if it so requests, for the purpose of collective bargaining in accordance with the provisions of Massachusetts General Laws, Chapter 150E, concerning wages, hours and other conditions of employment of the employees. Upon said notification, the Committee agrees to commence negotiations on a mutually convenient date.

PLYMOUTH SCHOOL COMMITTEE 	PLYMOUTH ADMINISTRATORS ASSOCIATION 
Christopher S. Campbell, Ed.D. Superintendent Date: 12/01/2021	Kelly A. Bitinas, Ed.D. Date: 12/15/21

APPENDIX A

2021-2012 (FY22)

Position	Salary
220 day Assistant Principal	\$111,193
200 day Assistant Principal	\$101,084
200 day Elementary Assistant Principal	\$101,084
Subject Area Coordinator	\$115,441
Visual & Performing Arts Coordinator	\$115,441
Director of Student Support Services	\$117,276
Coordinator of Educational Technology & Instructional Media	\$115,441
Director of Accountability and Management	\$115,441
Assistant Special Education Director/Out of District Coordinator (210 day)	\$106,154

2022-2023 (FY23)

Position	Salary
220 day Assistant Principal	\$113,417
200 day Assistant Principal	\$103,106
200 day Elementary Assistant Principal	\$103,106
Subject Area Coordinator	\$117,749
Visual & Performing Arts Coordinator	\$117,749
Director of Student Support Services	\$119,621
Coordinator of Educational Technology & Instructional Media	\$117,749
Director of Accountability and Management	\$117,749
Assistant Special Education Director/Out of District Coordinator (210 day)	\$108,278

2023-2024 (FY24)

Position	Salary
220 day Assistant Principal	\$115,685
200 day Assistant Principal	\$105,168
200 day Elementary Assistant Principal	\$105,168
Subject Area Coordinator	\$120,104
Visual & Performing Arts Coordinator	\$120,104
Director of Student Support Services	\$122,013
Coordinator of Educational Technology & Instructional Media	\$120,104
Director of Accountability and Management	\$120,104
Assistant Special Education Director/Out of District Coordinator (210 day)	\$110,443

DEGREE STIPENDS

Master's +30	Master's +45/CAGS	Master's +60	Doctorate
\$2,000	\$3,500	\$4,500	\$5,500

If the Education Association of Plymouth and Carver Teachers' unit receives a higher salary increase (i.e. wage schedule only, not inclusive of longevity, stipend positions, hourly wages, etc.) greater than those received by the Administrators Association over the next three years, then the Committee agrees to enter into negotiations for the purposes of negotiating salary increases.