

## PTA Unit A Proposals

### PROPOSED CHANGES TO THE AGREEMENT BETWEEN THE PEMBROKE SCHOOL COMMITTEE AND THE PEMBROKE TEACHERS ASSOCIATION, UNIT A

[All Current Proposals]

July 8, 2025

The Pembroke Teachers Association proposes that the Units, A Collective Bargaining Agreement (CBA) between the Pembroke Teachers Association (Association) and the Pembroke School Committee (Committee), currently in effect from July 1, 2022 through June 30, 2025, remain unchanged except detailed below. All changes are effective July 1, 2025.

[In modified text, deletions are denoted by ~~strikethrough~~ and additions are denoted by **bold underline**.]

**PTA #) (AB10) Article VII: Teachers' Aides** remove in its entirety:

~~The Committee and the Association recognize that the provision of an adequate number of competent teacher aides to carry forward the needs of the Pembroke School System, to provide effective educational programs as determined by the Committee, is a management prerogative for which the School Committee is responsible to the students and citizens of Pembroke. Therefore, the Committee and the Association agree that this determination shall not be subject to the grievance and arbitration provisions of this Agreement.~~

**PTA #) (AB3) Article VIII: Teacher Working Day and Professional Responsibilities** modify as follows:

The Committee and the Association acknowledge that a teacher's primary responsibility is to engage in professional activities related to learning with the understanding that children learn in a variety of ways during the school day and their energies should be directed and utilized to this end.

~~8.1~~ The work day shall be ~~7 hours, 13 minutes at the secondary level and~~ **seven (7) hours and five (5) minutes at the elementary level.** ~~Classroom teachers.~~ **Members on the classroom salary schedule** shall report ten (10) minutes before the formal opening of school and, ~~at the elementary level remain~~ **five (5)** ~~ten (10) minutes after student dismissal and, at the secondary level remain~~ ~~thirteen (13)~~ **five (5)** minutes after student dismissal **(except in cases where special supervisory responsibilities are necessary to provide for the safety of students)**. The starting and dismissal time for students shall be established by the School Committee, provided, however, that no

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- change in the student schedule will increase the length of the ~~teacher-work~~ day as defined above. **The student day shall be the same length as the current Secondary day district-wide on early release days.** A teacher **Member** may request to work the additional **fifteen (15)** minutes per day beyond the formal opening and closing of school on a flexible schedule. Any requests shall be made to the building principal. **Such requests shall not be unreasonably denied.** ~~Requests may be approved by the building principal at his/her sole discretion.~~
- 8.2 The work year of teachers **Members** (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30th, but will, in no event, be longer than three (3) days more than the number of days when pupils are required to be in attendance by State Law. The "work year" will include days when pupils are in attendance, orientation days at the beginning of the school year, and any other days on which teacher **Member** attendance is required. **The first two (2) contract work days shall be reserved solely for classroom set-up, planning, and preparation for the new school year. There shall be no other meetings, presentations, or other workplace obligations during these two (2) days.**
- 8.3 Teachers may be required to attend five (5) evening meetings each school year. An evening meeting is defined as any meeting scheduled to conclude after the contractual work day. Evening meeting events each school year may include ~~One (1)~~ open house, no more than two conferences, and other meeting(s) mutually agreed upon by educators and administration at the first faculty meeting of the academic year **may be scheduled during the regular educator workday. Open house may be scheduled for not more than one hour in duration on an educator workday prior to the student school year and shall conclude not later than the end of the contractual day.** ~~No fewer than two (2) evening meetings each school year will be scheduled on early release days. As an alternative to an in-person conference, parents may elect to schedule a remote conference at a time mutually determined by the parent and teacher and the teacher shall conduct the conference from their classroom. Educators shall not be responsible for the creation of content for evening meetings outside of the contractual day. Evening meetings will not be scheduled on successive days except in cases beyond the control of the Administration. Parent conferences shall not be scheduled to end begin after the conclusion of the regular student day, 7:45 p.m. Registration for all conferences will be scheduled and confirmed no later than 24 hours in advance.~~
- 8.4 Teachers **Members** may be required to attend staff meetings in the afternoons on non-early release days; the administration shall use its best efforts to schedule such meetings so they begin no later than ~~fifteen (15)~~ **five** minutes after the end of the student day. There shall be no more than **one (1)** such staff meetings per month, each of no more than ~~sixty (60)~~ **forty-five (45)** minutes duration. **Administrators will prepare and share an agenda not less than 24 hours in advance. Notes will be taken by administration in faculty/staff meetings and shared with all staff following the meeting, allowing staff who are not in attendance to be made aware of what was discussed.** ~~, except in a year when the Pembroke Public Schools are~~

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- undergoing accreditation (NEASC). In a NEASC year, there shall be no more than three such meetings per month with one of the following formats being used: 1) two meetings of 45 minutes in duration, and one meeting of 90 minutes in duration, or 2) two meetings of 60 minutes in duration and one meeting of 45 minutes in duration or, 3) three meetings of 45 minutes in duration. A minimum notice of two school days is required; however, a four day prior notice is required for any meeting of 90 minutes in duration. These notification periods shall not apply in the event of an emergency: **The parties agree that in the event of emergency conditions, appropriate meetings may be convened.** One **(1)** of the two-monthly staff meetings may be used for Delivering Information/Professional Learning Communities.
- 8.5 Elementary teachers **Members** will have an average of thirty (30) minutes **or the minimum allowed by law, whichever is greater, of uninterrupted, duty-free** lunch. In averaging out the lunch period, the normal time period within which to compute the average will be ten consecutive working days; however, this averaging period could be longer where reasonable under the circumstances. Secondary teachers will have a duty-free lunch period equal in length to that of the regular student lunch period. No later than the 2022-23 School Year, the District shall implement lunch periods of no less than twenty five (25) minutes on the secondary level.
- 8.6 **Members shall not have any duties.**
- a. **For the purposes of this article, “duties” shall be defined as: a permanent or rotating assignment monitoring students, covering classes and substituting.**
  - b. In **the instance where new duties arise,** the assignment of extra duties, **the terms and conditions related to** these duties shall be **negotiated with the Association before being added to the duty schedule.**<sup>1</sup>
  - c. **Opportunities for earning supplemental compensation for duty service shall be offered to Members when they arise, compensated at fifty dollars (\$50) per hour. Such opportunities shall be filled on a voluntary basis by order of seniority.** distributed equitably between all members of the Unit A bargaining unit. Elementary teachers shall not have outdoor recess duty in the mid-morning period. The District will schedule as few duties as possible for each elementary teacher with no more than three (3) lunch or recess duties per week. Effective at the start of the 2024-2025 school year the District will schedule as few duties as possible for each elementary teacher with no more than two (2) lunch or recess duties per week. When indoor recesses are required by circumstances, teachers, by mutual arrangement, may elect to provide or divide coverage for two classrooms. It shall be understood that all other time shall be spent in performing assigned duties in instructional areas.
- 8.7 The time for the teacher **Member** to be in attendance before **the school start time** class time and after **the school end time** pupil dismissal shall be used **at the Member’s discretion.** primarily for preparation, special help, and teacher consultation. The members shall not have supervisory duties at this time.

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<sup>1</sup> The entirety of section 8.6.b shall be deleted upon agreement of the parties to remove duties from the Members’ responsibilities.

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- 8.8 Administration shall provide reasonable support for classroom teachers while the classroom teacher administers developmental reading assessments (DRAs) to individual students. The classroom teacher shall be notified about the scheduling of coverage as far in advance as practicable and as necessary.
- 8.9 Teachers shall be qualified to teach all school subjects which they are assigned to teach and shall be qualified to implement all educational programs in effect in the Pembroke Public Schools. In the event that the Principal and Supervisory Personnel, in their opinion, feel that a staff member is not qualified to carry out the educational program for the grade level and/or subject area to which he or she may be assigned, said teacher shall take necessary courses prescribed by the Principal and Supervisory Personnel to implement and carry out the educational program in a satisfactory manner. Such courses shall be subject to one hundred percent (100%) reimbursement for tuition, **fees**, and books and shall meet the requirement of Appendix A, Section 1, and shall not include courses in elementary art, elementary music, and/or elementary physical education. Teachers who are teaching outside of their license may be observed but shall not be evaluated solely in the subject area for which they are not licensed.
- 8.10 Teachers ~~may~~ **shall not** be required to stay at school beyond their normal work day ~~for one (1) hour per week for the purpose of assisting students for special help. This method for special help will be utilized only if significant need for academic support can be demonstrated and can not be met through other means, such as a student's inability to access ample support during Titan Time. This period of special help will be scheduled during a time mutually agreed upon by the student and educator. During this time the Teacher will not be responsible for the supervision of any students other than those who are specifically scheduled.~~<sup>2</sup>
- 8.11 All participation in extracurricular activities (e.g. clubs, athletic coaching, **Camp Bournedale Nature's Classroom**, and similar activities taking place outside the regular workday) is voluntary.
- ~~a.~~ **a.** Payments for ~~advisors and coaches of some~~ extracurricular activities shall be in accordance with schedules provided in this contract **in Appendix C.**
  - ~~b.~~ **b.** Those ~~advisors and/or coaches~~ on a pay status shall hold such positions for one (1) year.
  - ~~c.~~ **c.** The Committee retains the right to decide who may ~~receive paid~~ **be appointed to paid** positions as coaches and/or advisors from year to year.
  - ~~d.~~ **d.** All coaches **and advisors** shall be required to be CPR certified. **The District shall provide training and reimbursement for CPR certification training.** The ~~principal~~ **JLMC** shall determine the existence of co-curricular and extracurricular activities.
  - ~~e.~~ **e.** **Any student club, activity, or sport that has been officially sanctioned by the District and which requires a Member to supervise the students and/or their activities shall be compensated according to the supplemental pay schedule in Appendices B and C.**

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<sup>2</sup> With the implementation of Titan Time several years ago, this language has become unnecessary.

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- 8.13 The School Committee shall schedule all Members shall have of the Unit A bargaining one (1) dedicated preparation period that shall be scheduled for the same time/rotating class period each day, unit no fewer than ten (10) preparation periods every ten (10) school days exclusive of field in trips unless explicitly excluded by Section 8.15.b of the agreement. ~~When a teacher~~ A Member's receives a preparation period, it shall be used by the teacher Member exclusively for their own design and purposes, as his/her ~~their~~ preparation period unless the Member chooses to volunteer to perform a supplemental duty or cover a class at the coverage rate set forth in 8.21. The school administration shall provide each teacher Member at the elementary level with no fewer than fifty (50) minutes (60) minutes of preparation time per day period. At the Secondary Level, preparation time ~~will shall~~ be the equivalent of one (1) student period. Secondary Members' Middle school team and common planning times ~~will be considered as required duties and may~~ shall be assigned up to three (3) times per six day cycle in lieu of duty periods. During every other common planning time the Administration may convene, attend, establish the agenda, and/or chair team and common planning time periods. Common planning time shall be utilized to discuss relevant curriculum, instruction, standardized testing and/or planning issues. The preparation time described above shall be in addition to the lunch period set forth in 8.5 and in addition to time described in 8.7. A transition/passing period of at least three (3) minutes shall be put in place between classes, periods, and lunch. Whenever a teacher is provided with the required number of preparation periods of the required duration in any ten (10) school day period, one (1) such period per week may be used as common planning time. In the event that the administration fails to provide any teacher with the required number of preparation periods in any ten (10) school day period, such teacher(s) will be excused from common planning time during the next succeeding ten (10) school day period unless compensated pursuant to this section for each common planning period which she/he is required or volunteers to attend during said ten (10) school day period. In the event a teacher has been excused from a common planning period, said teacher shall not be required to complete work that may have been covered during the common planning period without additional preparation time being provided. Any information that may have been disseminated to staff during the common planning period shall be provided to the excused teacher by building administration. During every other common planning period, administrators may convene, attend, establish the agenda and/or chair the common planning period, which shall be utilized to discuss relevant curriculum, instruction, standardized testing or planning issues. In the event the Committee is unable to provide Members of the Unit A bargaining unit with their dedicated preparation time as required by this article, said members shall be compensated at the rate of one fourth (1/4) the rate of pay for short-term, daily substitutes per preparation period for each such period not so provided.
- 8.14 The parties agree to establish and maintain Titan Time to provide support to their students on their class roster and caseload. Teachers Members K-12 will have a

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specified time every day hereafter known as Titan Time. Titan Time is not for the delivery of new course content and ~~teachers~~ **Members** shall not be made to perform activities during Titan Time that require preparation time, **and shall have autonomy over their Titan Time period.** if MCAS remediation is required at the Middle School due to student performance **on standardized tests**, instruction will be provided by tutors. ~~Student support will shall be defined in one of three ways:~~

- ~~a. Remediation: teachers will review concepts and skills specific to the course(s) they teach that students are having difficulty mastering.~~
- ~~b. Extension: teachers may voluntarily choose to utilize the time by adding those minutes to a classroom lesson, lab, exam or other teaching strategy.~~
- ~~c. Enrichment: teachers may voluntarily choose, but will not be required, to provide an activity or opportunity of their design with approval from the building principal or department chair.~~

~~Each year,~~ Prior to the end of the **term/quarter**, ~~student year,~~ a building-wide **Joint Labor Management** committee shall be established and meet to determine norms for Titan Time for the next **term/quarter** ~~student year~~ including but not limited to the number of students per ~~teacher~~ **Member** during Titan Time. Walkthroughs and observations may occur during Titan Time and evaluators may follow up with ~~teachers~~ **Members** about use as an exemplar for other staff, but no observation reports will be written up and Titan Time will not be subject to evaluation.

8.15 The Committee and Association recognize the specific needs and nature of the position of guidance counselor and agree that a counselor's responsibilities generally entail the performance of duties and the expenditure of time beyond the ~~teacher~~ **Member** work day. To this end, the following conditions of employment shall be effective:

- a. Except as set forth below, the guidance counselor's workday shall be the same as that of classroom teachers as set forth in this Article.
- b. Guidance counselors will not have a preparation period.
- c. Guidance counselors will remain in the building, available to parents and students for one (1) hour beyond the end of the student day on one (1) day each week (Monday through Thursday) on a schedule mutually established with the principal of each school. At the start of the school year, counselors shall publish their scheduled times of availability each week to their assigned students and shall make themselves available at such published times unless no requests for any appointments on a given day have been received prior to the end of the work day immediately preceding the appointment day.
- d. The guidance counselor's hours during the school year shall include the equivalent of two (2) additional extended days or evenings per month. Extended days or evening schedules will be established by the principal of each school ~~and/or the director of guidance~~, in consultation with the guidance counselor, but shall be limited to no more than four (4) hours per month. It is understood by the parties that evening schedules may be

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- established for scheduled events such as college fairs or open houses; however, such evening times shall not be scheduled as office hours.
- e. Guidance counselors shall work five (5) additional days before the teachers' work year and five (5) additional days after the teachers' work year. At the discretion of the Superintendent or their designee, any or all of the additional ten (10) days may be worked during the school year.
- 8.16 Middle school and high school teachers will not be assigned to more than twenty-five (25) teaching periods per week, and will have at least five (5) duty-free preparation periods ~~and up to five (5) duty periods~~ per week. If a teacher who has reported for duty is required to be absent from an assigned period, class or the equivalent or is absent from the same due to an emergency, illness or injury, teachers **from the volunteer list may be asked to cover the class or period at the coverage rate set forth in the (new article regarding coverage).** ~~who have an unassigned period, class or the equivalent may be required to cover the class or period of the absent teacher. Such assignments will be made on a rotating basis. If the District wishes to create a block schedule at the High School **or Middle School**, the total amount of preparation time for teachers shall not decrease and the parties agree to bargain the impact of any other changes prior to implementation.~~
- 8.17 ~~Middle school team and common planning times will be considered as required duties and may be assigned up to three (3) times per six day cycle in lieu of duty periods. During every other common planning time administration may convene, attend, establish the agenda, and/or chair team and common planning time periods. Common planning time shall be utilized to discuss relevant curriculum, instruction, standardized testing and/or planning issues.<sup>3</sup>~~
- 8.18 Teachers normally assigned to less than twenty-five (25) teaching periods per week shall ~~have their annual salaries reduced proportionately~~ **be assigned as building coverage for dedicated periods that fill their 25 period schedule and do not change day to day. Any additional periods covered would be compensated at the coverage rate set forth in Article 21.**
- 8.19 ~~Middle and high school teachers~~ **Members** may volunteer to be assigned an overload of up to five (5) additional teaching periods beyond those assigned per week. Such a teacher teaching a total of thirty (30) teaching periods per week per school year shall have their annual salary increased by one ~~fifth (1/5)~~ ~~sixth (1/6)~~; teachers teaching more than twenty-five (25) but less than thirty (30) teaching periods per week per school year shall be paid an appropriate proportionate salary based upon the number of additional periods taught per year.
- 8.20 ~~Every effort will be made to avoid assigning~~ Middle and high school teachers **shall not be assigned** to teach more than two (2) certification areas ~~and/or to~~ **they shall not** have more than three (3) teaching preparations **in a given semester** ~~within each certification area at any one time.~~ Teaching Preparations shall be defined as preparation for a particular course and/or preparation to teach a different level within a course (e.g. College Placement Biology and Honors Biology = 2 Teaching

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<sup>3</sup> The entirety of section 8.17 has been moved to 8.13 and edited there.

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Preparations). Any secondary teacher with an assignment of more than three Teaching Preparations shall not be assigned more than one (1) duty per cycle. This duty time shall be assigned for student testing or team meetings if applicable prior to any other duty.

- 8.21 The administration may assign a teacher from a volunteer list to teach a class period of an absent teacher if such absence occurs during the volunteer's preparation period. Teachers who volunteer shall be paid at the rate of one fourth (1/4) the rate of pay for short-term daily substitutes per class period. **At each school site, volunteer lists shall be established of Members willing to provide paid coverage in the absence of a staff member. Coverage shall not be considered a duty.**<sup>4</sup>**In the event that outside substitutes are not available, volunteers shall be chosen in a rotating order to provide coverage at a rate of one hundred dollars (\$100) per period. Members who has agreed to have their name on the volunteer list retain the right to refuse to provide coverage on a given day and the opportunity to volunteer shall then pass to the next volunteer on the rotating list. The list of volunteers and their coverages served shall be documented and available upon request.** Administration may assign a **Member** guidance counselor to cover the class of an absent teacher only if every teacher-**Member** on the volunteer list declines the administrator's request to teach the class.
- 8.22 Teachers shall not leave their buildings during unassigned periods without permission from the building principal. **Members shall have the right to leave their worksite during their duty-free planning period and/or lunch. Members must sign out at their main office before leaving and sign back in upon their return.**
- 8.23 Secondary teachers may be assigned to detention or in school suspension coverage during working hours **as part of their permanent, daily schedule if they have less than twenty-five (25) periods per week. Members may be offered the opportunity for supplemental earnings to cover** extended detentions scheduled outside of regular working hours shall be on a voluntary basis and paid at the rate of \$25.00 **fifty dollars (\$50.00)** per hour **if they are one Steps 1-9, and eighty-five dollars (\$85.00) per hour is they are at Step 10 or higher.** Assignments will be made on a rotating basis. **Members shall have the right to refuse such an assignment outside of regular work hours.**
- 8.24 Members of the bargaining unit required **assigned** to work additional days beyond the maximum work year set forth in this Agreement will be compensated at a per diem rate calculated by dividing their total annual salary (including any applicable longevity pay and/or salary differential, such as the guidance differential) by the total number of work days in their maximum **contractual** work year. **Members shall have the right to refuse any assignment beyond their regular work hours that is not otherwise part of the work day or work year as set forth in this agreement.** A day's pay, if deducted, shall be at the same rate.

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<sup>4</sup> This sentence shall be deleted if the parties agree to remove duties from the Members' responsibilities.

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- 8.25 A Master Schedule Committee shall be established and shall be comprised of Members designated by the Association and ~~members~~ administrators designated by the Superintendent. The Master Schedule Committee shall review the operation of the elementary, middle and high school master schedules. The Committee shall have the power to make recommendations for the improvement and/or alteration of such schedules to the parties. Such recommendations shall not be unreasonably denied. Thereafter, the parties agree to meet and to consult concerning such recommendations with the understanding that changes agreed upon by the parties may be implemented in the appropriate school year following receipt of the same.
- 8.26 At the end of each school year, the Administration will provide ~~teachers~~ Members with a written or electronic Professional Development Points Certificate for activities that may qualify for the same in accordance with Department of Education regulations.

### PTA #) (AB7) Article IX: Nurses' Working Day and Working Year modify as follows:

- A. Nurses who may be required to work beyond the normal work week, excluding lunch, shall be paid straight time on an hourly basis in proportion to their annual salary. Administration shall provide reasonable clerical assistance to school nurses on an as-needed basis. Each nurse shall receive one daily thirty (30) minute uninterrupted lunch period.
- B. The work year for nurses will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30th, but in no event be longer than four **(4)** days more than the number of days when ~~pupils~~ students are required to be in attendance by State Law. The work year shall include days when ~~pupils~~ students are required to be in attendance, orientation days at the beginning of the school year, and any other days on which teacher/nurse attendance is required. ~~It is the intent of administration to better manage the Summer paperwork and other administrative duties associated with the students' medical needs.~~ In lieu of the four professional development days offered to school nurses during the work year, the four days may be worked at the end of or prior to the start of the school year by mutual agreement between the nurse and the administrator. Nurses shall not be responsible for summer paperwork and other administrative duties outside of their normal work year/work days.
- C. All nurses shall be reimbursed for mileage incurred, as directed, in connection with their duties as a school nurse. For reimbursement purposes, the per mile allowance shall be the ~~same rate in existence for other professional personnel and shall not be less than twenty cents (20¢) per mile.~~ IRS mileage rate. Such reimbursement shall be filed monthly indicating the date and destination for which reimbursement is requested.
- D. Nurses shall be excused from faculty meetings in order to utilize this time for other work duties if the agenda of the meeting does not pertain to their duties as a school nurse.

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- E. Nurses shall receive a two hundred dollar (\$200) annual premium to offset their expenses related to maintaining their nursing license. This premium shall be paid as a separate deposit no later than the last pay period in November each year.

**PTA #) (AB2) Article XI Longevity** create new **Article XI** by moving the following from **Article X** and modifying as follows:

- A. Annual longevity payments will be made to ~~employees~~ **Members** who have completed the prescribed number of years of continuous service in the Pembroke Public Schools as stated below.
- B. Only ~~employees~~ **Members** on active paid status for at least ninety-two (92) work days shall be credited with a year of service and shall receive the longevity payment.
- C. ~~Employees~~ **Members** hired from the Silver Lake Regional School District as a result of Pembroke's withdrawal from the Region and who began work for Pembroke during the 2004-2005 school year shall have their continuous service in both systems counted for the purpose of longevity entitlement hereunder.
- D. Years of Service Longevity Payment

Years of Service	Value of Longevity Payment
<u>5 through 9 years</u>	<u>\$1,000</u>
10 through 14 years	<del>\$1,100</del> <u>\$1,500</u>
15 through 19 years	<del>\$1,350</del> <u>\$2,000</u>
20 through 24 years	<del>\$1,550</del> <u>\$2,500</u>
25 through 29 years	<del>\$1,850</del> <u>\$3,000</u>
<u>30+ years</u>	<u>\$3,500</u>

- E. The longevity payment shall be distributed annually as a separate deposit to added to the ~~annual salary~~ of eligible ~~employees~~ **Members** at the time of or before the last pay period in June of the year in which the longevity pay has been earned. and paid out each year in one lump sum payment in the first paycheck of October.

**PTA #) (AB5) Article XIX: Class Size, Caseloads, & Class Roster** modify as follows:

- A. Class Size  
 The Committee and the Association agree the following class size limitations: ~~that they will work toward the following class size limitations as are dictated by sound educational practices. The parties agree that to the extent that such reductions are possible, they will be made:~~
  1. Grades K-2 Classroom: ~~strive for 23~~ Not more than sixteen (16) students per class
  2. Grades 3-6 Classroom: ~~strive for 25~~ Not more than eighteen (18) students per class
  3. Grades K-6, Specialists: ~~strive for 600~~ Not more than five hundred and twenty (520) students per teacher caseload and no class larger than the

homeroom class size, except for grades 5 and 6 where the class size may exceed the homeroom class size by three (3) additional students. For elementary band/orchestra class size shall be equally distributed by grade level after determining students who will enroll in band/orchestra. The band/orchestra schedule will rotate just as the specialist schedule rotates.

4. In cases where a Member works at more than one campus, the time necessary for travel between campuses will be counted toward their administrative duty period and shall not extend their regular workday. Members who are required to travel as part of their job duties shall be paid at the IRS rate for mileage.
5. Grades 7-12: Not more than twenty-two (22) students per class, and strive for every effort shall be made for not more than one hundred and ten (140 110)<sup>5</sup> students per teacher caseload (excluding Specialists) ~~5 teaching blocks~~
6. ~~Teachers and Specialists who instruct students in Wellness and Visual and Performing Arts: caseloads that are manageable with respect to resources and student need.~~
7. Elementary specialist class size shall be equally distributed by grade level after determining students who will enroll in band/orchestra.
8. In the event any class or student caseload exceeds the figures listed above, the Superintendent shall meet with representatives of the Association within two (2) weeks of the Association making such request to meet. Any suggestions made by representatives to alleviate the situation including but not limited to additional devices, additional supports, and additional resources will be given serious consideration.

#### **B. Caseloads**

1. On or about October 1st annually the District shall review and finalize caseloads for ~~Occupational Specialists~~ **Related Service Providers** (including but not limited to School Psychologist, Guidance and Adjustments, Social Workers, OT, PT, Speech Therapists).
2. A report of such caseloads will be shared with the Association **annually** no later than the ~~second~~ **third** Monday in ~~October~~ **September** annually.
3. If at any time during the year any ~~Occupational Specialists~~ **Related Service Providers** has concern regarding their caseload they may request a meeting with the District regarding their caseload.
  - a. The Association will be notified by the District of all such requests for meetings prior to any meetings with the individual occurring, **and the Association shall have the right to designate a representative for the Association to attend that meeting.**
  - b. Any suggestions made by representatives to address the situation will be given serious consideration.

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<sup>5</sup> This number of 110 is a change from the 130 listed in the original printed document - 110 aligns with the class size numbers we have requested.

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**4. Special education liaisons, social workers and counselors who are providing scheduled IEP services, ELL teachers who write reports and do ACCESS testing, and special education therapists, including speech/language, occupational and physical therapists, shall be provided three (3) days within the regular school year for the purpose of report writing and other paperwork. Timing and location of report writing days shall be mutually determined between the educator and their building principal and may be divided into partial day increments by mutual agreement.**

### **C. Class Roster**

- 1.** The administration will make every effort to balance the number of students assigned to each class giving special consideration to educational needs and plans (including but not limited to 504s and IEPs) for individual students.
- 2.** In order to maintain the most ideal learning balance for all students and maximize the number of inclusion classrooms, the District shall distribute student populations (IEPs, 504s, etc.) equally among all grade level classrooms to the greatest extent possible.
- 3. When a class roster exceeds thirty (30) percent of students on an IEP or 504 Plan, a paraprofessional shall be assigned to assist the teacher in supporting all students. This provision shall be in addition to any one-on-one paraprofessionals exclusively serving an individual student.**

### **D. Special Education and ELL Testing and Evaluation**

- 1.** In order to comply with recommended testing protocols, testing will be scheduled to occur during one (1) sitting whenever possible. **Testing shall not be completed during educator preparation time.**
- 2.** Special education **and English Language Learner** teachers shall be granted reassignment days during each school year with the approval of the school Principal for the purpose of completing student testing.
  - a. Members granted such days shall not be required to serve any other duty/duties.**
  - b. Such reassignment days shall not be unreasonably denied.
- 3. Any Member required to complete evaluative questionnaires and other documents for the purposes of assessing student needs for special education services or admissions to private schools and higher education institutions shall be provided adequate time in their workday for the completion of these documents. Such time shall not infringe upon the Member's duty-free lunch or planning/prep/collaboration time.**

### **E. Team Meetings**

1. Classroom teachers will be assigned to attend IEP team meetings and/or 504 meetings on a rotating basis when possible.
2. IEP and/or 504 meetings that require a classroom teacher to be in attendance shall be planned by the Building Assistant Principal or Department Chairperson for Special Education or their designee.
3. Whenever possible, teachers will not be pulled from classroom instruction to attend IEP team meetings and/or 504 meetings.

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PTA #) (AB8) Article XIII: **Teacher Assignment** modify as follows:

- ~~A. The Association and the Committee agree that the prime factor to be considered in making assignments is that of providing for the educational needs and interests of the pupils.~~
- B. ~~Teachers~~ **Members** will be consulted of changes in their program for the coming **school** year, including the schools to which they will be assigned **or transferred in accordance with the terms of Article 23**, the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances no later than ~~June 30~~ **April 15**.
- C. In order to assure that ~~pupils~~ **students** are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.
- D. ~~Changes in school or grade assignment in the elementary schools and in subject~~ **or grade** assignment will be made after consultation with the teacher involved.
- E. ~~Teacher~~ **A**ssignments will be made without regard to race, color, religion, national origin, pregnancy, sex, gender, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information, or disability as defined and required by state and federal laws.

PTA #) (AB8) Article XVIII: **Transfers** modify as follows:

- ~~A. The Committee and the Association recognize that some transfer of teaching staff from one school to another may be unavoidable and that frequent transfer of a teacher may be disruptive of the educational process. In addition, it is also recognized that some transfers may be in the best interest of the School System.~~
- A. **Voluntary Transfers**
  - 1. **A “voluntary transfer” shall be defined as a transfer to a different worksite initiated by the District and for which a Member has volunteered.**
  - 2. **When the District becomes aware that a transfer shall be necessary to meet the needs of the District and students, notice shall be delivered via email to all qualified Members in the district to call for volunteers for the transfer and setting a clear timeframe of not less than ten (10) calendar days for Members to submit their name for consideration.**
  - 3. **Once the District has obtained a list of volunteers for the voluntary transfer, the Member with the most seniority whose name appears on the list shall be selected for the voluntary transfer.**
- B. **Involuntary Open Transfers**
  - 1. **An “involuntary open transfer” shall be defined as a transfer to a different worksite initiated by the District after having called for volunteers and found none, and for which a Member has not volunteered.**

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2. When no qualified volunteers for transfer have been found, the District shall initiate an involuntary open transfer by establishing a list of all qualified Members in the District. The Member with the least seniority on that list shall be assigned for the involuntary open transfer.
- C. Involuntary Closed Transfers
1. An “involuntary closed transfer” shall be defined as a transfer either initiated by the Member as a matter of safety and wellness, or initiated by the District as a matter of disciplinary consequence.
  2. When a Member makes a request for transfer as a matter of safety and wellness, the District shall make every effort to accommodate the request. When the District cannot accommodate the request, the Member shall receive in writing the clear, specific rationale for not accommodating the request.
  3. The District shall have the right to initiate an involuntary closed transfer as a matter of discipline of the Member, provided the transfer is part of a progressive discipline plan with notification of possible transfer as a clearly communicated next step consequence at the prior level of discipline.
- ~~D. In making transfers, the convenience and wishes of the individual teacher will be considered to the extent that they do not conflict with the best interest of the children and the School System. Changes in school assignment will be made after consultation with the teacher involved.~~
- D. Notice of transfer will be given to ~~teachers~~ **Members** as soon as practicable and under normal circumstances, not later than one **(1)** week prior to the close of school.
- E. ~~Teachers~~ **Members** who have completed two **(2)** years of teaching in the Pembroke Public Schools, ~~desirous of a transfer, will~~ **may** submit a written request to the building principal and Superintendent or designee. Such requests must be transmitted prior to April 1st for the school year commencing in September and are subject to the terms for voluntary transfers listed above.

PTA #) (AB11) New Article XXIV “Mentoring” create new article and update buddy/mentoring stipend as follows:

The Pembroke Public Schools has established an orientation program for all teachers new to the school system and a two year Mentor Program for beginning teachers. Year one of the Mentor Program supports educators in their first year in Pembroke through a 1:1 model – each new educator has a mentor to support him/her; year two supports educators in their second year in Pembroke through a cohort model – groups of year two educators meet with one Lead Mentor.

Educators new to the school system who are not beginning educators may, at the discretion of the Superintendent, be allowed to, or required to, participate in the Mentor Program.

Educators who serve as mentors have achieved professional status and agree to participate in training every year of their involvement in the program. In the event

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that mentors are not assigned mentees for the following school year, the mentors will be paid a stipend of \$100 for their attendance at the annual training. Whenever possible, substitute coverage for mentors and mentees will be provided by the Committee for mutual classroom visitations.

Educators who wish to become mentors will apply using the established application form. Applicants who complete the training will be added to the pool of mentor candidates. The Assistant Superintendent for Curriculum and Instruction will provide a list of mentors chosen by the principals for the coming school year to the President of the PTA at the end of the school year and again immediately after the mentor training is completed.

Year One Mentors will be paid an annual stipend of \$1,000.

Year Two Lead Mentors will be paid a stipend of \$1,000.

Mentors will receive 15 PDP's each year to the extent permitted by the DOE requirement for individual professional development plans.

The Year One Mentor Coordinator will be paid an annual stipend of \$3,000

The Year Two Mentor Coordinator will be paid an annual stipend of \$2,000

An employee who is a Peer Assistant for a colleague who has Professional Teacher Status and has been placed on an Improvement Plan or a Directed Growth Plan shall be paid \$1,000.

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**PTA #) (AB1, AB4, & AB9) Appendix A** modify as follows:

The Pembroke Teachers Association proposes the following salary schedules for Units A & B

<b>Year 1: 2025-2026 for Units A &amp; B</b>								
<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>CAGS/ Doctorate</b>
±	\$64,922	\$67,623	\$73,035	\$74,660	\$76,271		\$76,666	\$77,258
<b><u>New Step 1</u></b>	\$70,277	\$73,200	\$79,059	\$80,817	\$82,562	<b><u>\$82,990</u></b>	<b><u>\$83,628</u></b>	<b><u>\$84,228</u></b>
<b><u>New Step 2</u></b>	\$72,450	\$75,465	\$81,504	\$83,319	\$85,116	<b><u>\$85,556</u></b>	<b><u>\$86,216</u></b>	<b><u>\$86,816</u></b>
<b><u>New Step 3</u></b>	\$74,690	\$77,798	\$84,026	\$85,893	\$87,747	<b><u>\$88,202</u></b>	<b><u>\$88,883</u></b>	<b><u>\$89,483</u></b>
<b><u>New Step 4</u></b>	\$77,000	\$80,204	\$86,625	\$88,552	\$90,462	<b><u>\$90,930</u></b>	<b><u>\$91,630</u></b>	<b><u>\$92,230</u></b>
<b><u>New Step 5</u></b>	\$79,381	\$82,684	\$89,303	\$91,290	\$93,259	<b><u>\$93,742</u></b>	<b><u>\$94,465</u></b>	<b><u>\$95,065</u></b>
<b><u>New Step 6</u></b>	\$81,837	\$85,241	\$92,065	\$94,114	\$96,144	<b><u>\$96,642</u></b>	<b><u>\$97,386</u></b>	<b><u>\$97,986</u></b>
<b><u>New Step 7</u></b>	\$84,368	\$87,879	\$94,913	\$97,023	\$99,117	<b><u>\$99,630</u></b>	<b><u>\$100,399</u></b>	<b><u>\$100,999</u></b>
<b><u>New Step 8</u></b>	\$86,978	\$90,596	\$97,848	\$100,025	\$102,183	<b><u>\$102,711</u></b>	<b><u>\$103,504</u></b>	<b><u>\$104,104</u></b>
<b><u>New Step 9</u></b>	\$89,667	\$93,398	\$100,875	\$103,118	\$105,344	<b><u>\$105,888</u></b>	<b><u>\$106,705</u></b>	<b><u>\$107,305</u></b>
<b><u>New Step 10</u></b>	\$93,440	\$97,287	\$104,994	\$107,306	\$109,600	<b><u>\$110,163</u></b>	<b><u>\$111,005</u></b>	<b><u>\$111,605</u></b>

**1) 5% COLA for all**

**2) Add MA+45 Lane [former MA+60 = new MA+45; former CAGS= new MA+60; New CAGS/Doctorate = (MA+60)+\$600]**

**3) Drop Step 1 - Any Members at Step 1 for one year in 2024-2025 remain at New Step 1; any Members at Step 1 for two years in 2023-2024 and 2024-2025 move to new step two; all other Members move to the step whose new step number is the same as the step number they were placed at for 2024-2025, except for those at the top of the scale.**

**4) Add \$1,000 to top step**

**5) Members are no longer frozen at Step 1 for two years.**

**6) The Guidance Differential shall be 8% of the value of Master's New Step 1 = \$6,325**

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Year 2: 2026-2027 for Units A & B								
Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	CAGS/Doctorate
<u>Step 1</u>	\$70,277	\$73,200	\$79,059	\$80,817	\$82,562	\$82,990	\$83,628	\$84,228
<u>New Step 1</u>	\$76,073	\$79,238	\$85,579	\$87,484	\$89,372	\$89,834	\$90,526	\$91,156
<u>New Step 2</u>	\$78,424	\$81,688	\$88,228	\$90,188	\$92,135	\$92,612	\$93,327	\$93,957
<u>New Step 3</u>	\$80,850	\$84,214	\$90,956	\$92,979	\$94,985	\$95,477	\$96,212	\$96,842
<u>New Step 4</u>	\$83,350	\$86,819	\$93,768	\$95,855	\$97,922	\$98,429	\$99,189	\$99,819
<u>New Step 5</u>	\$85,929	\$89,503	\$96,668	\$98,819	\$100,952	\$101,474	\$102,256	\$102,886
<u>New Step 6</u>	\$88,586	\$92,273	\$99,658	\$101,874	\$104,073	\$104,612	\$105,419	\$106,049
<u>New Step 7</u>	\$91,327	\$95,126	\$102,741	\$105,026	\$107,292	\$107,847	\$108,679	\$109,309
<u>New Step 8</u>	\$94,150	\$98,067	\$105,918	\$108,274	\$110,612	\$111,183	\$112,040	\$112,670
<u>New Step 9</u>	\$99,112	\$103,151	\$111,244	\$112,672	\$115,080	\$116,671	\$117,556	\$118,186
<p><b>1) 5% COLA for all</b></p> <p><b>2) Drop Step 1 - All Members stay at the step whose new step number is the same as the step number they were placed at for 2025-2026, except for those at the top of the scale whose new step number is 9 instead of 10.</b></p> <p><b>3) Add \$1,000 to top step</b></p> <p><b>4) The Guidance Differential shall be 8% of the value of Master's New Step 1 = \$6,846</b></p>								

PTA Unit A Proposals

Year 3: 2027-2028 for Units A & B								
Step	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60	CAGS/Doctorate
Step 1	\$76,073	\$79,238	\$85,579	\$87,484	\$89,372	\$89,834	\$90,526	\$91,156
<b>New Step 1</b>	\$82,345	\$85,772	\$92,639	\$94,697	\$96,742	\$97,243	\$97,993	\$98,654
<b>New Step 2</b>	\$84,892	\$88,425	\$95,504	\$97,628	\$99,734	\$100,250	\$101,022	\$101,684
<b>New Step 3</b>	\$87,518	\$91,159	\$98,456	\$100,647	\$102,818	\$103,350	\$104,148	\$104,810
<b>New Step 4</b>	\$90,225	\$93,978	\$101,502	\$103,760	\$105,999	\$106,548	\$107,369	\$108,030
<b>New Step 5</b>	\$93,015	\$96,886	\$104,641	\$106,968	\$109,276	\$109,842	\$110,690	\$111,351
<b>New Step 6</b>	\$95,893	\$99,882	\$107,878	\$110,278	\$112,657	\$113,239	\$114,113	\$114,774
<b>New Step 7</b>	\$98,858	\$102,971	\$111,214	\$113,688	\$116,142	\$116,742	\$117,642	\$118,304
<b>New Step 8</b>	\$105,067	\$109,309	\$117,806	\$119,305	\$121,834	\$123,505	\$124,433	\$125,095
<p><b>1) 5% COLA for all for Units A &amp; B</b></p> <p><b>2) Drop Step 1 - All Members stay at the step whose new step number is the same as the step number they were placed at for 2025-2026, except for those at the top of the scale whose new step number is 8 instead of 9.</b></p> <p><b>3) Add \$1,000 to top step</b></p> <p><b>4) The Guidance Differential shall be 8% of the value of Master's New Step 1 = \$7,411</b></p>								

- A. ~~Advancement from one step to another shall not be automatic. The School Committee reserves the right to withhold salary increment, and across the board salary increases, or for teachers on maximum to provide the same salary figure as the previous year. The recommendation may come from the Superintendent of Schools, or the Principal, and said recommendation will be only for Just Cause.~~
- A. **All Members shall advance one step on the salary schedule each year until they have reached the top step, unless otherwise specified by negotiated agreement.**
- B. Credit hours are to be certified by the institution where earned.
  - 1. When fifteen (15) approved credit hours are earned beyond the Bachelor's Degree and certified to the School Committee, a permanent increase will be awarded.
  - 2. When a Master's Degree in an approved area is awarded and certified to the School Committee, a permanent salary adjustment above the Bachelor's Degree schedule will be made.
  - 3. When fifteen (15) approved credit hours are earned beyond the Master's Degree and certified to the School Committee, a permanent increase will be awarded.
  - 4. When thirty (30) approved credit hours are earned beyond the Master's Degree and certified to the School Committee, a permanent increase will be awarded.

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5. **When forty-five (45) approved credit hours are earned beyond the Masters Degree and certified to the School Committee, a permanent increase will be awarded.**
  6. When sixty (60) approved credit hours are earned beyond the Masters Degree and certified to the School Committee, a permanent increase will be awarded.
  7. When a Certificate of Advanced Graduate Study (CAGS) **or Doctorate** is certified to the Committee, a permanent salary adjustment above the Master's Degree will be made.
  8. In September of each year, all credits requiring a salary column change will result in an effective date of the beginning of that school year for such salary column change, provided, however, that any ~~teacher~~ **Member** affected submits proof of credits earned or the equivalent to the Superintendent by October 1 of the school year in which due compensation shall become effective. During the remainder of the school year, one (1) additional salary column change will be allowed, and will become effective as of January 1 of that school year, provided the ~~teacher~~ **Member** submits proof of credits earned or the equivalent to the Superintendent by March 1st of said school year, and provided further that any ~~teacher~~ **Member** anticipating a salary column change to be effective on January 1, so notifies the Superintendent in writing on or before October 1 of the school year in which the change is to become effective.
- C. ~~Teachers~~ **Members** who, in addition to regular classroom work have responsibilities demanding much time and energy, may be paid **supplemental compensation mutually agreed to with the Association and** in addition to the regular salary for such services, upon the recommendation of the Superintendent of Schools and by approval of the School Committee.
- D. **Members who agree to work outside their normal work hours shall be compensated at their professional hourly rate, defined as their annual salary divided by their number of contractual work days and then divided by their number of contractual work hours. This rate shall apply for such activities as, but not limited to, attending summer or afternoon/evening workshops, writing curriculum, participating in training, attending meetings or conferences as assigned by the District, etc.**
- E. ~~Nurses~~ **Unit B Members** who are required by the Committee or the Commonwealth to take Continuing Education Units (**CEUs**) shall be reimbursed for the cost (tuition and fees) of said CEU's, up to a maximum of ~~\$300~~ **one thousand dollars (\$1,000)** per year per ~~nurse~~ **Unit B Member**.
- F. ~~Effective July 1, 2009, place nurses from the Nurse Salary Schedule onto Step 7 of the Bachelor's column of the teachers' salary schedule. Delete the Nurse Salary Schedule. All school nurses shall advance from one step to another and from one column to another under the same terms and conditions as teachers.~~
- G. **Members who have achieved a Doctoral degree shall receive an annual stipend of eight thousand dollars (\$8,000) added to their salary and equally divided over each pay period.**

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PTA #) (AB6) Appendix B modify as follows:

- 3% increases each year of the CBA across all positions (total 9% increase over three years)
- Review to determine what additional positions are needed
- Addition of the following language: **Compensation for any new athletic coaching positions created by the Article 8.11 JLMC during the term of this Agreement shall be negotiated with the Association, to be paid at a rate not lower than the current salary of the Field Hockey Coach.**

PTA #) (AB6) Appendix C modify as follows:

- 3% increases each year of the CBA across all positions (total 9% increase over three years)
- Review to determine what additional positions are needed
- Addition of the following language: **Compensation for any new extracurricular clubs or activities created by the Article 8.11 JLMC during the term of this Agreement shall be negotiated with the Association, to be paid at a rate not lower than the current salary of the Field Hockey Coach.**