

PTA Proposal AB 3

Work Day and Professional Responsibilities

Presented by PTA on Wednesday, June 11, 2025

PTA makes the following proposal related to Article VIII Teacher Working Day and Professional Responsibilities

Article ~~VIII-8~~: **Teacher** Working Day and Professional Responsibilities

The ~~Committee~~**District** 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 ~~his/her~~**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 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 pupils-students).~~ The starting and dismissal time for students shall be established by the School Committee, provided, however, that no change in the student schedule ~~will shall~~ increase the length of the **teacher-work** day as defined above. 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 shall~~ begin no earlier than the Monday preceding Labor Day and terminate no later than June 30th, but ~~will shall~~, 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 shall~~ 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.
- 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. 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 begin after 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, ~~except in a year when the Pembroke Public Schools are 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 will~~ Members shall 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.
- For the purposes of this article, "duties" shall be defined as: a permanent or rotating assignment monitoring students, covering classes and substituting.
 - 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.¹
 - 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

¹ The entirety of section 8.6.b shall be deleted upon agreement of the parties to remove duties from the Members' responsibilities.

~~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.
- 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.~~²
- 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-shall be voluntary.
- Payments for ~~advisors and coaches of some~~ extracurricular activities shall be in accordance with schedules provided in this contract in Appendix C.
 - Those ~~advisors and/or coaches~~ on a pay status shall hold such positions for one (1) year.
 - The Committee District retains the right to decide who may receive-paid be appointed to positions as coaches and/or advisors from year to year.

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

- 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. 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.
- 8.13 ~~The School Committee shall schedule all m~~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 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 [Insert reference to new article regarding coverage]. The school ~~administration-District~~ 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 High School PLC, NEASC, 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-shall have a specified time every day hereafter known as Titan Time. Titan Time is-shall not serve 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-shall 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 these 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, p~~Prior to the end ~~of the term/quarter, student year~~, a standing JLMC building-wide 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 teacherMember during Titan Time. Walkthroughs and observations may occur during Titan Time and evaluators may follow up with teachersMembers about use as an exemplar for other staff, but no observation reports will-shall be written up and Titan Time will-shall 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 teacherMember work day. To this end, the following conditions of employment shall be in 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-shall not have a preparation period.
 - c. Guidance counselors will-shall 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~~shall 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 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 ~~his/her~~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~~shall not be assigned to more than twenty-five (25) teaching periods per week, and ~~will~~shall 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.³~~
- 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 ~~his/her~~ 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.

³ The entirety of section 8.17 has been moved to 8.13 and edited there.

- 8.20 ~~Every effort will be made to avoid assigning m~~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 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.~~⁴In 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~~shall 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

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

work day or work year as set forth in this agreement. A day's pay, if deducted, shall be at the same rate.

- 8.25 A Master Schedule Committee shall be established and shall be comprised of ~~m~~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, ~~T~~the Administration ~~will~~ shall 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.
- 8.27 **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.**