

AGREEMENT

Plainville Education Association

and

Plainville School Committee



August 31, 2026 to August 31, 2029

PLAINVILLE SCHOOL COMMITTEE

Shannan Kerrigan, Chair
Kristen Conrad Garrity, Vice Chair
Catherine Stoddard
Victoria Lown
Kevin Cormier

* * * * *

Jennifer Parson, Superintendent of Schools

OFFICERS OF THE PLAINVILLE EDUCATION ASSOCIATION

Linda Kavanah, Co-President
Kristen Espenhain, Co-President
Kayli Cartier, Vice President
Kayla Ledbetter, Secretary
Kathryn Hegarty, Treasurer

PROFESSIONAL RIGHTS AND RESPONSIBILITIES COMMITTEE

Linda Leger, Chair
Anna Horrigan
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Carrie Travers
Riley Skeffington

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, this Contract is made this 1st day of September, 2026, by the School Committee of the Town of Plainville (hereinafter referred to as the Committee) and the Plainville Education Association (hereinafter referred to as the Association).

In consideration of the mutual covenants herein contained, the Committee and the Association agree as follows concerning the matter of wages, hours, standards of productivity and performance, and other conditions of employment.

ARTICLE I – RECOGNITION

A. For purposes of Collective Bargaining with respect to wages, hours, standards of productivity and performance, and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees, including nurses, but excepting any full time administrative personnel and substitute teachers.

B. Subject to the provisions of this Contract, the wages, hours, standards of productivity and performance, and other conditions of employment applicable on the effective date of this Contract by the employees covered by this Contract shall continue to be so applicable. This Agreement is the result of collective negotiations between the Committee and the Association, which have been conducted under the requirements and directives of statute law. The provisions of this Agreement supersede all conflicting policies and directives of the Committee and may be changed only through the mutual Agreements of the Committee and the Association. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Committee's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

C. The Committee, the Administration, the Association and its members agree to treat each other with dignity and respect and to model these qualities within the school community. Respectful, dignified behavior, even at times of adversity, is one hallmark of a good school district.

D. The cost of printing this document will be shared equally by the Committee and the Association.

ARTICLE II – NEGOTIATION PROCEDURE

A. Not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires, the Association shall advise the Committee in writing of its intent to enter into negotiations with the Committee over a successor Agreement. The Committee shall respond no later than November 1 and negotiations shall start no later than December 1 unless mutually agreed upon by both parties. The Association and the Committee agree to meet at reasonable times and confer in good faith with respect to wages, hours, standards of productivity and

performance, and other conditions of employment.

B. Any Agreement reached during such negotiations will be reduced to writing.

C. Nothing in this Agreement shall be deemed to limit any of the rights offered employees and their exclusive representative under the provisions of Chapter 150E of the General Laws of Massachusetts.

D. If negotiation meetings between the Committee and the Association are scheduled during a school day, the representatives of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. If it is necessary for a teacher to attend an arbitration hearing or fact-finding proceeding which is directly related to negotiations for a successor contract held pursuant to this Agreement during the school day, he/she will, upon five (5) days' notice to his/her Principal, be released without loss of pay as necessary in order to permit attendance at such hearing or fact-finding proceeding. One (1) representative of the Association, upon twelve (12) hours' notice to his/her Principal, will be released without loss of pay in order to permit attendance at such hearing or fact-finding proceeding.

E. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are exclusively set forth in this Agreement.

Therefore, the Committee and Association 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 or matter not referred to or covered by this agreement, or with respect to any subject or matter not referred to specifically or not covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE III – COMMITTEE RIGHTS

A. The Committee is a public body established under and with powers provided by the laws of the Commonwealth of Massachusetts and nothing in this Agreement shall be construed to derogate from or impair any power, right, or duty conferred upon the Committee by law or any rule or regulation of any agency of the Commonwealth. The Committee retains all powers, rights and duties that it has by law and may, subject to this Agreement, exercise the same at its discretion.

B. The Committee has the responsibility for establishing goals, policies and accountability standards for the school district and for review and approval of the district's budget.

C. The Superintendent of Schools, hereinafter referred to as the Superintendent, is the chief executive officer of the school district and has the responsibility for managing the school system

and implementing the policies established by the Committee.

ARTICLE IV – TEACHER WORKDAY

A. Each employee covered by this Contract shall be present at his/her appointed station as follows:

1. Before School: Teachers will report at 8:40 a.m. Homeroom teachers will be in their classroom at this time to greet children. Non-homeroom teachers may be assigned supervisory duties at this time.
2. After School: All teachers shall remain at school until 3:20 p.m.
3. In the event that the School Committee determines it necessary to change the starting and ending times for students, it shall notify the Professional Rights and Responsibilities Committee on or before June 1 prior to the start of the new school year for which the new starting and ending times shall become effective

If permitted by the Principal, an employee may leave earlier.

B. Before/After School Help Teachers will determine the extent of the extra help offered.

C. When a parent/guardian requests a meeting, educators will work collaboratively with the parent/guardian to schedule a meeting date & time that works for the parent/guardian and the educator.

D. All professional employees shall have a duty-free lunch period of at least thirty (30) minutes in each day as provided by Massachusetts General Laws, Chapter 71, Section 80. In emergency or very exceptional circumstances, teachers may have at least a twenty-five (25) minute, duty-free lunch period, but in no case shall teachers have duty-free lunch periods totaling less than a minimum of one hundred fifty (150) minutes, based on a five-day week. Teachers' duty-free lunch period shall be scheduled starting no earlier than the beginning of each school's first lunch period and the beginning of each school's last lunch period.

E. Classroom teachers are not required to remain with their classes but may perform other professional duties when students are at Art, Music, PE or other specialist periods, such as SEL. Each preparation period shall last forty (40) minutes. Special area teachers will have the same amount of daily preparation time as a classroom teacher. Teachers shall not be responsible for students during their daily preparation period except in emergencies. Administration will ensure each teacher receives a daily preparation period.

F. The Superintendent will, insofar as is possible, assign competent substitutes for all specialist teachers, including related arts/special subject areas and specialist teachers (reading, special education, EL teachers).

G. 1. All staff under the teacher contract shall participate in two (2) parent conferences annually. Each parent-teacher conference block shall equal 5.0 hours in total duration; however, the 5.0 hour block may be split between an early release day afternoon and the corresponding after-school hours session or other mutually agreeable time determined by the teacher and parents set aside for parent-teacher conferences. The dates for these conferences will be scheduled by agreement between the parties to this contract with notification given to the teachers by September 15 of the school year in which these conferences are to take place. No parent will be denied a conference.

Beginning in the 2027-2028 school year, Teachers will be provided with four (4) Early Release Day Afternoons to schedule parent teacher conferences, with two (2) in the fall and two (2) in the spring. In the 2026-2027 school year, teachers will be provided with two (2) ER Day afternoons for conferences as outlined on the school calendar, with the following ER Day afternoons added: January 14, 2027 will be used as a “teacher use afternoon” and March 11 will be used for parent teacher conference. November 19th, 2026 will still be used for parent teacher conferences between 3:30 and 5:00 PM. In the instance where parents/guardians express the need to meet for a conference outside of the ER day hours (e.g. a hardship situation), educators will use their discretion to schedule a time to meet with those families to ensure access to a parent conference. Teachers who team together and any other classroom teacher whose assignment includes two classes per day will have an additional ½ day each parent-teacher conference to meet with parents. Substitute coverage will be provided. No more than two (2) release days will be scheduled annually for this purpose. Part time staff are expected to meet these requirements also.

2. All staff under the teacher contract will develop a link for families offering conferences in the fall and the spring. In instances where an educator has fewer than 8 total conferences for each conference period (fall and spring), that educator will work collaboratively with their principal and/or the Director of Student Services to determine an alternate family engagement activity.

H. 1. The school day for students shall be six hours and twenty-five minutes. The work day for teachers shall be six (6) hours and forty (40) minutes. On workshop/curriculum days the teacher work day shall be six (6) hours and thirty (30) minutes. PD workday hours will be as follows:

- The schedule for the school year’s opening day will be 8:30-3:00
- The schedule for a regional PD day will be 8:00-2:30
- The schedule for any other full day PD (or full day teacher workdays) will be 8:40-3:10

2. Teachers will also meet in grade level teams (PLCs) for a total of forty (40) minutes each month, with the exception of those weeks when special education progress reports or report cards are prepared, as well as those weeks when Open House, parent-teacher conferences, or monthly faculty meetings between October and June are scheduled. The PLC meetings will take place using a set monthly schedule of 5 mornings and 5 afternoons per year, with school or district administration sharing the dates with members on or before the first day of school. For the 2026-2027 school year, the dates are as follows:

Tuesday Mornings (8:00-8:40) Sept: 15, Oct: 13, Nov: 10 , Dec: 8, Jan:12

Tuesday Afternoons (3:20-4:00) Feb: 9, March: 23, April: 13, May: 11, June: 8

3. PLC time will be used for common planning and collaboration. This time may be used for grade-level, cross-grade, and collaborative team work where professional learning communities engage in activities encompassing curriculum, instruction, assessment, and/or grade level matters. In lieu of presenting meeting agendas and meeting minutes to the building administrator on a monthly basis, each PLC may maintain a running set of agendas and meeting minutes for the PLC meetings on a document that is shared with the building administrator (e.g. a shared Google doc). On occasion, but no more than two (2) times per year, with at least two week's advance notice, this time may be used for staff training.

Part-time staff are expected to attend PD days/afternoons, PLC meetings, and faculty meetings on a pro-rated basis. They are expected to submit a schedule reflecting the dates they will participate in these meetings by October 1 of each school year. Changes will be allowed due to extenuating circumstances.

I. Faculty meetings will be scheduled no earlier than forty-five (45) minutes prior to the normal workday or end no later than forty-five (45) minutes after the close of school if started immediately after school. If, by mutual agreement, the meeting starts 10-15 minutes after the close of school, the meeting itself may last no longer than forty-five (45) minutes after such time. These meetings may be scheduled monthly. If, by mutual agreement, the meeting starts 10-15 minutes after the close of school, the meeting itself may last no longer than forty-five (45) minutes after such time. These meetings may be scheduled monthly.

In addition, the Superintendent may also schedule meetings with the faculty of each school. These meetings will also be scheduled no earlier than forty-five (45) minutes prior to the normal workday or end no later than forty-five (45) minutes after the close of school if started immediately after school. If, by mutual agreement, the meeting starts 10-15 minutes after the close of school, the meeting itself may last no longer than forty-five minutes (45) after such time. No more than two (2) meetings may be scheduled per year by the Superintendent with each being announced at least (2) weeks prior to being held, unless by mutual agreement or due to an emergency situation. Part-time staff are expected to complete the additional time on a prorated basis. Part-time staff must submit a schedule which includes the faculty meeting dates to their building principal on or before October 1 each year. Changes will be allowed due to extenuating circumstances. The schedule submitted by part-time staff may include just workshop/curriculum days, just faculty meetings, just PLC (extended time) meetings, or a combination of them.

J. Compensation: Teachers who accompany students on school-sponsored overnight learning experiences, which are approved by the School Committee yearly, shall be compensated for each night spent away from home at a rate of \$105 per night to a maximum of \$420. Teachers shall not be required to participate in the overnight portion of any overnight school program; however, said teacher(s) may be reassigned to another classroom during the period of time their class is away on an overnight program. Any teacher who chooses to attend the overnight program shall not be placed in a cabin with students. Teachers not participating in the overnight portion of any trip must notify the building Principal by the end of the first week of school.

K. Recess: At each grade level, by October 1st of each year, teachers will provide the school

principal with a schedule outlining their recess supervision coverage plan. This plan will reflect a rotating schedule of teachers and may include paraprofessionals. The plan must state the names of the teachers on duty each day, and administration understands that periodically, teachers may exchange duties with each other without informing administration. If teachers permanently change duty assignments, they will submit a revised schedule to the school office. At least 50% of the teachers from the grade level must be present at recess.

L. Home-Hospital Tutoring: Home-hospital tutoring rates will be set at \$45 per hour. Mileage will be paid from the school to the student's home and back to the school at the rate set by the town of Plainville. For each hour of tutoring, the tutor will be paid for 30 minutes of preparation. In the event that a family cancels a tutoring session, the tutor will be compensated for the 30 minutes of preparation time.

ARTICLE V – TEACHER WORK YEAR

A. The School Committee shall have the exclusive authority to set the school calendar. In addition, the School Committee reserves the right to change and modify the calendar for reasons beyond their control and/or as the law may require such change or modification.

B. Notwithstanding the provisions of Paragraph A above, the work year of all professional employees shall begin no earlier than the Monday preceding Labor Day and shall terminate no later than June 30th in the following calendar year. In addition the school calendar shall include three (3) vacation periods, one in December, one in February and one in April. Any variation of vacation periods may only be made with the approval of the Professional Rights and Responsibilities Committee.

All professional staff may leave at midday on the day before Thanksgiving, once all buses have departed. In addition, all professional staff may leave at midday on the day before the December vacation, once all buses have departed. Classes will not be scheduled on Christmas Eve.

The work year shall consist of one hundred eighty-three (183) workdays. A workday is defined as a day when the attendance of all said professional employees is required. The work year shall include two (2) work days prior to students' beginning date. The first day shall consist of a ½ day orientation which shall include the September faculty meeting, a duty-free lunch break of one-half hour, and ½ day classroom setup. The second day shall consist of a one (1) hour meet and greet session with incoming students and their parents/guardians, a duty-free lunch break of one-half hour and the remaining time for classroom setup. One additional work day shall be scheduled for curriculum and/or professional development. Part-time professional employees are expected to complete the additional time on a prorated basis.

Report cards and special education progress reports will be distributed three (3) times per year. Teachers will be able to begin entering report card grades as follows:

Term 1 – by the end of the first full week of school

Term 2 – within 2 days of the term 1 report cards being disseminated to families

Term 3 – within 2 days of the term 2 report cards being disseminated to families

A committee will be formed to further discuss expectations for report card comments. A separate

letter will be written and sent to the PEA documenting the agreement to meet on this topic.”

Special education teachers will be able to begin entering comments on special education progress reports by the end of the first full week of school (term 1) and within 2 days of the prior term’s special education progress report being disseminated to families.

All teachers will be expected to complete data entry (grades and/or comment) at least three business days prior to reports being released to families for administrative review.

C. An employee required to be present at his/her normal place of employment for days in excess of the number of workdays specified in Paragraph B above shall be compensated on a pro rata basis of 1/183 of the teacher's annual salary. Summer employment is excluded from the above provisions.

D. All professional staff shall attend the annual “Open House” for their respective schools. No teacher will be required to attend more than one “Open House”. Shared staff shall attend the Open House at the school where they have the majority of their schedule.

E. Teachers shall be allowed to work in their classrooms the two (2) weeks before school opens and the two (2) weeks after school closes as well as during the summer by mutual agreement with the Superintendent.

F. Teachers shall be reimbursed for permanent classroom moves at the rate of \$35.00/hour, to a maximum of 6 hours or \$210.00 outside of normal working hours. This provision covers moves that are being required by the district, whether through a reduction in number of classes per grade, and/or a request by the principal or district for the teacher to move to a different room. This does not cover voluntary moves and requires completion of a form documenting the work.

G. Reporting responsibilities shall consist of three (3) trimester report cards, and one (1) informal family meet and greet scheduled for one (1) hour on the day before the students’ beginning date of classes. Report cards provide families with written documentation of student progress, including marks that correspond to grade level standards and narrative comments. Teachers will use their professional discretion when writing report card comments and will ensure that report cards do not include references to special education services or IEPs, understanding that report cards may refer to students “benefiting from adult support, modifications, accommodations, small group instruction” and may refer to students’ academic challenges, but should not:

~state that a child has an IEP

~refer to specialized instruction or name a child’s disability areas

H. In the event there is a snow day, the specialist and services schedule will be held as an added day at the end of the year. (For example, a missed Monday schedule moves to the end of the school year).

I. Special education teachers/service providers will have up to 4 days per year for evaluations, writing IEPs, progress reports, etc. The 4 days can be used as hourly work, half days or full days with principal

approval ahead of time. Special educators will assist with the creation of a tracking sheet/document that will be shared with their building principal and director of student services.

J. Pay Schedule: All members will be paid using the 26 paycheck model beginning in the 26-27 school year.

ARTICLE VI – CURRICULUM DEVELOPMENT

A. The Superintendent shall during each school year appoint committees of administrators and teachers for the purpose of reviewing and improving the curriculum. Such committees shall report their findings and recommendations to the Superintendent who shall include such findings and recommendations in his/her report to the Committee. It is understood that sole responsibility of establishing and changing the curriculum rests with the Committee. Committees shall be formed in a fair and equitable manner. Any teacher serving on a curriculum committee shall be compensated at the tiered rate levels which appear in Appendix A.

B. The Superintendent may establish a Summer Committee, a Summer Institute, or a Summer Program; teachers participating in the above-referenced programs, which shall prepare substantive materials or products, shall be compensated at the contractual hourly rate of \$45 per hour. A full day shall be defined as meeting from 8:30 a.m. to 3:00 p.m. with thirty minutes for lunch. The paid time is for six hours in a full day. Assignment to and creation of said Summer Committee, Summer Institute, or Summer Program is at the discretion of the Superintendent. Positions for any of the above programs will be posted in advance.

C. With advance approval of the Superintendent, a teacher may perform curriculum work on Saturdays or non-workdays at the contractual hourly rate of \$45 per hour. A full day shall be defined as meeting from 8:30 a.m. to 3:00 p.m. with thirty minutes for lunch. The paid time is for six hours in a full day.

D. PDP's shall be awarded to all members of a committee who have completed a curriculum project. Twelve (12) PDP's in a specific strand can be exchanged for one (1) inservice credit or one (1) Continuing Education Unit (CEU).

ARTICLE VII – PROFESSIONAL DEVELOPMENT

A. The Superintendent may require a teacher or teachers to take specific courses, which he/she feels, may have an immediate value to the Plainville Schools. In these cases, the Committee shall reimburse the teacher in the amount of one hundred (100%) percent of the tuition charge upon satisfactory completion.

B. The Committee shall allow teachers to attend and pay the reasonable expenses incurred by teachers who attend workshops, seminars, conferences, annual professional meetings or other professional improvement sessions with prior approval of the Superintendent. Such expenses shall include meals, lodging, and transportation incurred by the teachers.

C. Inservice credit shall be granted in the following manner:

1. Any pre-approved inservice program that requires a minimum of forty-eight (48) clock hours of participation will result in four (4) inservice credit hours or four (4) Continuing Education Units (CEU's) being granted to said participant.
2. Any pre-approved inservice program that requires a minimum of thirty-six (36) clock hours of participation will result in three (3) inservice credit hours being granted to said participant or three (3) Continuing Education Units (CEU's) being granted to said participant.
3. Any pre-approved inservice program that requires a minimum of twenty-four (24) clock hours of participation will result in two (2) inservice credit hours being granted to said participant or two (2) Continuing Education Units (CEU's) being granted to said participant.
4. Any pre-approved inservice program that requires a minimum of twelve (12) clock hours of participation will result in one (1) inservice credit hours being granted to said participant or one (1) Continuing Education Unit (CEU) being granted to said participant.
5. All pre-approved in-district inservice credit, out-of-district graduate-level inservice credit and/or graduate level Continuing Education Unit (CEU) may be used towards salary increments.

D. The committee recognizes that professional days may be used by faculty members. The purpose of these professional days will be as follows:

- To observe and study the operation of a particular program or class of interest, or
- To attend relevant workshops or seminars of interest to faculty members and administration
- To attend workshops or seminars required for state licensure, or
- To attend workshops or seminars intended to improve any aspect of education in the school and/or district

Any leave, which might be granted for the preceding purposes, will be at the sole discretion of the Superintendent. In making his/her decision the Superintendent shall consider previously approved requests in an effort to provide equal opportunity to all teachers.

E. The Professional Development Account will be funded at:

\$15,000.00

Each individual covered by the Agreement shall be reimbursed up to \$800.00 per course for courses subject to the Professional Development Account limits as noted above until the fund is

depleted. Pre-approved second courses will not be reimbursed until after April 15th each year. Once all second courses are reimbursed, then pre-approved third course reimbursement will begin. Reimbursement for all courses will be subject to the funds remaining in the account and will be funded on a first come first serve basis until the fund is depleted.

Before enrolling, all applicants must apply to the Superintendent for course approval. The course must pertain to their educational function. A grade of A or B must be attained to be eligible for reimbursement. An official, original transcript of the course from the College/University and a copy of the payment check must be submitted to the Superintendent. All verification material must be submitted to the Superintendent no later than June 30th of the fiscal year in which the course was taken.

Online Asynchronous professional learning activities/courses will only be recognized for lane changes when they meet the following criteria:

1. The online course has a specific start and end date; no more than one (1) self-paced “module” courses will be recognized for lane changes (maximum of 3 credits)
2. The online course requires regular weekly interaction with the professor and/or other students, i.e., discussion boards that require the class members to log in and participate in discussions
3. The online assignments are regular, posted, and graded by the professor
4. The online course offers graduate credit from an accredited college or university
5. Courses that do not meet the above-required criteria may still qualify for reimbursement at the discretion of the superintendent (up to 3 credits per year)

F. Teachers shall have the opportunity to create professional development offerings for their colleagues. These may include school, district or regional-based in-service workshops that focus on strengthening professional knowledge and skill content areas, and/or school, district or regional-based afterschool and/or summer professional development classes. Such opportunities must meet the criteria guidance as set by the MA Department of Elementary and Secondary Education.

Bargaining unit members who prepare or present professional development on behalf of the district outside of their regular school hours will be compensated at \$45.00/hour for preparing materials and \$80.00/hour for presenting professional development. Members will only be compensated for preparation time (not for PD delivery) if the PD is offered during regular working hours. For school day presentations, 1.5 hours of preparation will be paid for every hour of presentation. A form will be sent to members by September 10th, asking them to indicate interest in providing professional development over the course of the school year. Indicating interest will not guarantee that the member will be asked to provide PD, nor will it commit any member to offer PD. If a member would like to change their PD status (from what they indicated in the fall), they can do so by contacting their building principal.

ARTICLE VIII – TEACHER ASSIGNMENT

A. Except in unusual circumstances, teachers will be notified in writing of any change in their teaching assignments from the prior school year, including the school or schools to which they will be assigned, the grade and subject they will teach and any special or unusual classes which will require special preparation beforehand. The notification will be given as soon as practical and normally not later than the close of the school year. In the event that changes in assignment are necessitated by conditions arising during the summer, notice of each change will be mailed as soon as practical to the teacher's permanent home address.

B. Teachers who desire a change in grade or subject assignment or who desire to transfer to another school building, shall file a written statement of such desire with the Superintendent, with supporting reasons for such change, no later than April 1. Such a statement shall include the grade and subject to which the teacher desires to be assigned or the school to which he or she wishes to be transferred. As soon as practical and not normally later than the close of school, the Superintendent shall notify said teacher of the disposition of the request.

C. 1. a. District-initiated involuntary transfers: When involuntary transfers are necessary, the teacher(s) identified for transfer shall be notified prior to the posting of vacancies. In determining the teacher(s) to be involuntarily transferred, the teacher's area of competence, major and minor field of study, quality of teaching performance, ability and length of service in the Plainville School system will be considered. Teachers who are being involuntarily transferred will be transferred to as reasonably a comparable position as possible; when an individual is involuntarily transferred, an interview for the new position will not be required. The administrator will meet in person with the teacher and will share the rationale and the impact of the selection prior to delivering the letter of transfer. The member may invite union representation to the meeting. In addition, any teacher who is being involuntarily transferred shall not be subject to additional involuntary transfer for the next three (3) school years.

1.b. Teacher volunteering to transfer in lieu of an involuntary transfer: In lieu of a district-initiated involuntary transfer, a teacher may volunteer to accept a new position that would otherwise need to be filled by an involuntary transfer. In these cases, the volunteer will be informed of the grade level/position that is open prior to volunteering for the transfer. A teacher who volunteers to accept a change in position to prevent another colleague from an involuntary transfer will not be subject to an additional involuntary transfer for the next three (3) years.

2. If the Administration reduces the number of positions assigned to a grade level or building, the Principal shall invite all teachers in that grade level or building to volunteer to be transferred.

3. Regardless of whether there are any changes forecast for the following year, teachers may voluntarily exchange assignments for the length of one year with the mutual agreement of the Principal and the affected teachers. At the end of the school year, all teachers involved would return to their original assignment unless otherwise agreed upon by the Principal and the affected teachers. This does not limit the Principal's rights as listed in C1.

D. The wishes of the individual teacher with respect to grade assignment will receive the fullest consideration, but the instructional requirements of the school system and its students will be the controlling factor as determined by the Superintendent. In the event that any teacher moves to

another classroom, the teacher will not be responsible for removing and relocating supplies and equipment.

ARTICLE IX – VACANCIES AND PROMOTIONS

A. Whenever any professional or administrative position is newly created or becomes vacant during the school year, an electronic posting will be shared with all staff via email and remain open for at least five (5) school days. Such notice shall be added to the district's digital job posting folder, and will be posted (via email) within seven (7) calendar days after the Superintendent has declared the vacancy or approved the new position. Such notice will include subject or grade levels for which the position is posted. The general qualifications for said position and the rate of compensation shall be clearly set forth. All qualified teachers will be given an opportunity to apply for such positions. In filling such vacancies, consideration will be given to qualified teachers already employed by the School District. All such requests shall be acknowledged by a stamped copy of the application by the Superintendent's office. Qualifications for vacancies will not be changed between the time of the posting and the appointment to the vacancy. All internal candidates will only be required to supply an application and will be offered an interview for any position for which they are licensed to teach. Internal candidates only need to formally interview once during the process.

B. If a vacancy occurs during the summer vacation, an electronic posting will be shared with all staff via email and in addition, a copy will be sent to the President of the Association and to those staff members who have left their names and addresses with the Superintendent by the end of the school year for that purpose.

C. All qualified teachers will be given an opportunity to make an application for administrative vacancies, and the Superintendent agrees to give due consideration to the ability, professional background, length of service in the Plainville School System and other attainments of all applicants. Applications for administrative position vacancies shall be made in accordance with procedure established by the Superintendent. The unsuccessful candidates will be given notice when positions are filled. The Superintendent reserves the right in all instances to appoint a candidate who in his/her judgment is the most qualified for the position.

D. If a vacancy in a bargaining unit position to be filled occurs after the school year has begun, the following shall apply:

1. The Superintendent may temporarily fill such a position for a period not to exceed twenty (20) school days.
2. The position shall be filled under all terms and conditions of the Agreement including salary and benefits no later than twenty (20) school days following the expiration of the time period for applying for the vacancy.
3. If the vacancy to be filled occurs after the ninetieth school day of the school year, the Superintendent may fill the position with a long-term substitute for the remainder of the school year. However, if such a position is retained for the following school year, such vacancy shall be

posted according to provisions of this Agreement by May 1, or within seven (7) days following such vacancy, whichever occurs first.

E. Job Specifications - Plainville School Committee will put in writing job specifications for all newly created positions (full or part-time) prior to posting said positions and prior to making appointments to said positions.

F. All teachers who are considering resignation or retirement from the Plainville Public Schools, including those who may be seeking employment elsewhere, are asked to notify the Superintendent's office as soon as possible but no later than two (2) weeks in advance of the possibility or certainty that they may/will not be returning to the district. This is considered a professional courtesy.

ARTICLE X – NON-TEACHING DUTIES

The Committee and the Association acknowledge that a teacher's primary responsibility is the total education of the children in his/her care. Therefore, they agree as follows:

A. 1. Assignment of teachers for non-professional duties shall be on a reasonable basis.

2. Although teachers may be required to collect and transmit money to be used for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the teacher.

3. Teachers, when asked to collect money, will not be responsible for discrepancies.

B. Teachers will not be allowed to drive students home or to activities which take place away from the school building.

C. Daily attendance will be taken by the teachers and reported to the Principal's office. Teachers will not be required to keep Registers.

ARTICLE XI – LEAVES

A. Military Leave: Military leave will be granted to any employee who is inducted in any branch of the armed forces of the United States upon application; subject, however, to the provisions of General Laws, Chapter 71, section 41, where applicable.

B. Maternity/Parental Leave: The following provisions govern maternity and parental leave for employees of the Plainville Public Schools. All leave under this section shall run concurrently with any applicable leave under the Family and Medical Leave Act (FMLA), M.G.L. c. 149, §105D (Massachusetts Parental Leave Act – MPLA), or any other applicable state or federal law. The greater of the rights provided by this Agreement or applicable law shall control, but such rights shall not be cumulative.

1. **Regardless of Professional Teacher Status**, employees who have completed at least two (2)

full calendar years of service in the Plainville Public Schools by the date of birth or adoption shall be eligible for two (2) weeks of district-paid leave, regardless of medical need, which shall not be deducted from the employee's accrued sick leave. If both parents are employed by the District, they shall be eligible for up to two (2) weeks of district-paid leave in the aggregate. District-paid leave shall commence on the date of birth or adoption and must be taken on a continuous basis; it may not be taken intermittently, saved, or added to the employee's accrued sick leave. District-paid leave shall run concurrently with any applicable FMLA leave and shall not extend the total leave period beyond twelve (12) weeks. Other leave details include:

2. Employee Without Professional Teacher Status

An employee without professional teacher status who has been employed by the Committee for at least three (3) consecutive months as a full-time employee shall be entitled to parental leave for a period not to exceed twelve (12) weeks (8 weeks of which may be paid provided that the teacher in question has sufficient accrued sick leave available). Leave available pursuant to applicable statute, including the MPLA and FMLA, shall be included within this twelve (12) week period and shall not extend it.

A birth-giving employee may elect to use their accumulated sick leave during any period of physical disability resulting from childbirth, for up to eight (8) weeks, provided that a physician certifies the employee to be physically disabled. In the event the employee's accumulated sick leave is depleted, the remainder of the leave shall be taken unpaid. The request to use accrued sick leave shall be made in writing to the Superintendent.

The employee shall provide at least sixty (60) calendar days' written notice to the Superintendent of their anticipated departure date and intention to return to duty, wherever possible. Such notice shall include a written statement from the employee's physician attesting to their ability to continue performing the full duties and responsibilities of their position and providing an estimated delivery date. Such leave shall also be considered a request for leave under the FMLA and MPLA where applicable.

The employee shall be permitted to continue on active duty until their anticipated departure date, provided they continue to perform the full duties and responsibilities of their position and furnish additional statements from their physician upon the reasonable request of the Superintendent or their designee.

If any regularly scheduled school vacation days fall during any portion of the eight week period of leave, the employee shall be entitled to additional days equal to the same number of scheduled school vacation days. This provision does not apply to summer vacation periods or Saturdays and Sundays, which fall during a school vacation period. Said leave shall be for the purpose of giving birth and recovery from any disability resulting there from. The employee shall give at least sixty (60) calendar days written notice to the Superintendent of Schools of her anticipated date of departure and intention to return to duty. Such notice shall include a written statement from her physician attesting to the employee's ability to continue performing the full duties and responsibilities of her position and giving his/her estimate of the delivery date and shall be considered as a request for leave under the provisions of the Family Leave Act of 1993. She shall be permitted to continue on active duty until such date, provided she does perform the

full duties and responsibilities of

3. Employee With Professional Teacher Status

An employee with professional teacher status shall be entitled to parental leave for a period of up to two (2) years from the date of commencement, except as otherwise provided herein. Leave available pursuant to applicable statute, including the MPLA and FMLA, shall be included within this period and shall not extend it. The employee shall provide at least sixty (60) calendar days' written notice to the Superintendent of their anticipated departure date and intention to return to duty, wherever possible. Such notice shall include a written statement from the employee's physician attesting to their ability to continue performing the full duties and responsibilities of their position and providing an estimated delivery date. Such leave shall also be considered a request for leave under the FMLA and MPLA where applicable.

The employee shall be permitted to continue on active duty until their anticipated departure date, provided they continue to perform the full duties and responsibilities of their position and furnish additional statements from their physician upon the reasonable request of the Superintendent or their designee.

Normally, the employee will be permitted to return to duty only at the beginning of a school year, unless they return within twelve (12) weeks after the commencement of their parental leave. In the event an employee's leave of one (1) year expires after the beginning of a school year, the leave shall be extended to the beginning of the next school year to permit the employee to return at that time. Under exceptional circumstances, an employee desiring to return at a time other than those set forth above may make a written application for reinstatement to the Superintendent, who may grant such reinstatement.

A birth-giving employee with professional teacher status may elect to use their accumulated sick leave during any period of physical disability resulting from childbirth, for up to eight (8) weeks, provided that a physician certifies the employee to be physically disabled. Beyond the two weeks of district-paid leave noted in section B-1, sick leave shall be paid only to the extent of the employee's accumulated sick leave balance. The request to use accrued sick leave shall be made in writing to the Superintendent.

Failure to Return from Leave

In the event an employee fails to return to duty at the expiration of their parental leave, the employee shall be deemed to have resigned, and the Committee's obligation to provide a position for the employee shall cease.

Restoration of Benefits and Position

All benefits to which the employee was entitled at the time their leave of absence commenced, including any unused accumulated sick leave, shall, except as otherwise provided herein, be restored upon their return. The employee shall, except as otherwise provided herein, be assigned to the same position held at the time such leave commenced, if such position is available, or if it is not available, to a substantially equivalent position.

Upon return, the employee shall not advance in increment unless they have worked at least one hundred (100) days in the school year in which their leave commenced, either in

the Plainville Public School System or in another school system. The Committee shall not be required to restore an employee on parental leave to their previous or similar position if other employees of equal length of service credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions during the period of the employee's parental leave; provided, however, that the employee on parental leave shall retain any preferential consideration for any other position to which they may be entitled as of the date their leave commenced.

Relationship to FMLA and Applicable Law

The parties recognize that the Family and Medical Leave Act (FMLA), M.G.L. c. 149, §105D (MPLA), and other applicable law may establish rights different from those expressed in this Article. To the extent such rights differ, the greater of those rights will control, but such greater rights will not be in addition to the lesser rights. Where an employee takes leave under this Agreement for a reason that also qualifies under the FMLA or MPLA, such leave will simultaneously constitute FMLA/MPLA leave and will be deducted from the employee's statutory entitlement. This section shall not be subject to the parties' grievance and arbitration procedure.

C. Sick Leave:

1. Sick Leave with pay shall be granted in accordance with the provisions of this Article to each Professional Employee when the employee:

- a. Is incapacitated for the performance of his/her duties by illness or injury.
- b. Would jeopardize the health of others by his/her presence on duty because of exposure to a contagious disease.
- c. Is required to give bedside or household attention to his/her spouse, child, parent, sibling, or other member of his/her immediate household who is seriously ill. The sick leave, which is granted in these cases, shall not exceed a maximum of fifteen (15) days in a school year.

2. In the event that additional days, beyond the maximum of fifteen (15) days in a school year, are needed the employee may submit a written request to the Superintendent for consideration. The decision of the Superintendent shall be final and at no time shall be construed as a violation of any of the provisions of this Agreement or shall be the subject of a grievance proceeding hereunder.

All teachers shall be entitled to fifteen (15) days of sick leave with full pay in each school year; fifteen (15) days credited on the first school day in September.

3. Cumulative Sick Leave will accumulate according to Sick Leave Chart:

MAXIMUM YEARS	DAYS ALLOWED
1	15
2	30

3	45
4	60
5	75
6	90
7	105
8	120
9	135
10	150
11	165
12	180
13	181
14	182
15	183
16	184
17	185

Any teacher, who is absent from school because of sick leave for a period of time greater than 15 days allowed, during any school year, shall receive the benefits of cumulative sick leave.

4. A physician's certificate may be required after five (5) consecutive days of absence at the discretion of the Superintendent. A Physician's certificate shall be required after ten (10) consecutive days of absence. Said physician's certificate shall state that the employee is incapacitated from his/her regular employment and shall provide a diagnosis and estimated recovery time. The School Committee at its discretion and expense may request that the employee be examined by a physician of its choosing if the physician's certificate, referred to above, indicates that the employee is expected to be incapacitated for an additional thirty (30) cumulative days.

5. Previously accumulated unused sick leave days will be restored to all teachers returning from military service and Peace Corps work.

6. Sick Leave Bank:

a. Effective September 1982, a Sick Leave Bank was established for use by members whose sick leave accumulations have been exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.

b. Each member of the bargaining unit shall submit one (1) sick day of his/her personal accumulation to the Sick Leave Bank on September 1 of each school year, to be utilized by employees who qualify and who have exhausted their own individual sick leave, both annual and accumulated, and who still have a serious extended illness. If the sick days donated to the Bank are exhausted prior to the end of the school year, and additional days are required, then each member shall contribute an additional day to the Bank.

If the total number of days in the Bank is over 100 days on September 1, no day will be deducted from the members. If the Bank falls below 41 days, a day will be deducted from each member at that time. In this case members will be notified of this deduction at the time of the deduction. The Association will be notified of the total accumulated sick days in the Bank by September 30th of each year.

c. If at any time the Sick Leave Bank falls below forty-one (41) days, the School Committee shall add days to the Sick Leave Bank to match the additional days that teachers contribute.

d. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of two (2) members designated by the Superintendent to serve at his/her discretion and two (2) members designated by the Teachers Association and one (1) member of the School Committee.

e. Application for benefits shall be made in writing to the Sick Leave Bank Committee accompanied by a doctor's certificate as to need for an anticipated extent of extended recovery time for the illness. This certificate shall provide a diagnosis and estimated recovery time. To facilitate its decision-making process in deciding whether to grant sick leave days beyond the initial thirty (30) day period, the Sick Leave Bank Committee may require that a member be examined by a physician selected by the Sick Leave Bank Committee. The School Committee shall assume the costs of such an examination.

f. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, additional entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. Bargaining unit members shall not become eligible for more than an initial grant of thirty (30) days in any school year until the September 1st following the completion of two (2) consecutive years of employment.

g. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal, or to the grievance and arbitration process.

h. Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave in accordance with the provisions of the collective bargaining agreement on the same basis as other teachers.

i. All accumulated, unused sick time will automatically be added to the Sick Leave Bank upon the resignation or retirement of all employees.

- The district will transfer up to 3 sick days to the Sick Leave Bank from any employee who has

accrued the maximum number of individual sick days AND who has not used all of their allotted sick days in any given school year.

j. An individual may make a donation to a specific member through a written request. Approval of this request is at the discretion of the Superintendent.

7. Workers Compensation: Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of their employment, they will be paid their full salary (less the amount of any workers' compensation award made for temporary disability due to said injury) for the period of such workers' compensation without any deduction from the employee's sick leave.

8. Alcoholism and Drug Abuse: Alcoholism and drug abuse is recognized by the parties to be treatable illnesses. Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Committee and the Association agree to cooperate in encouraging employees afflicted with alcoholism or drug abuse to undergo a program designed to rehabilitate the employee.

If the employee refuses to avail him or herself of assistance, and alcoholism or drug abuse impairs work performance, conduct or reliability, the normal contractual disciplinary procedures for dealing with problem employees will be used.

D. Personal Leave: A teacher will be entitled to a total of three (3) days personal leave per year. Any unused personal days will be transferred as follows: one personal day will be added to the next year's personal day allotment, and any additional unused personal day(s) will be added to the employee's number of accumulated sick days (not to exceed the cap of 185). In no case will a teacher have more than 4 personal days to be used in any single school year. In unusual circumstances, the Superintendent, at their discretion, may extend this leave. At least forty-eight (48) hours' notice should be given to the Superintendent unless an urgent matter requires shorter notice.

Personal Leave may be used for the following purposes to the extent indicated.

1. Up to two (2) days per year may be used at the employee's discretion. Any remaining personal days may be used for urgent family or business obligations - usually not more than one day. Requests for such leave must be made to the principal and/or superintendent. The specific nature of the urgent family or business obligation need not be disclosed by the teacher making the request.

2. The leaves of absence provided may be requested but need not be granted to extend any teacher's vacation period before or after:

- Thanksgiving Break
- Winter Break
- February Break
- Spring Break
- Summer Recess

In the case of such a request the reason for the request must also be stated in writing.

E. Bereavement Leave: Teachers shall be entitled to a minimum of three (3) days and a maximum of five (5) days leave with pay in the event of a death in the employee's family. The exact length of time shall depend upon the circumstances of each case, including, but not limited to, relationship of the parties, geographical limitations, and transportation difficulties. The Superintendent shall have discretion to establish the number of days and shall in his/her sole discretion allow additional days for just cause.

For purposes of this Article, employee's family shall include husband, wife, child, parent, brother, sister, step-children, step-parent, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, first cousin, niece, nephew or any other member of the employee's immediate household.

In addition to the above, employees will have up to one day per year to use for the funeral of a non-family member. The nature of the relationship (e.g. "family friend," must be disclosed by the employee).

In the event that a staff member or a member of a staff member's immediate family, or student, or a member of a student's immediate family dies, the district will do its best to allow a representative group to participate in at least part of the funeral services provided that classes will not be canceled and adequate supervision is available.

F. Summer School: In a case where a program of summer study commences before the close of the school year, the Superintendent may, without being under any obligation to do so, and in its sole discretion, grant up to five (5) professional days for participation in the summer study program.

G. Educational Leave: To encourage professional growth and independent research, the following policy is initiated to grant education leaves:

1. Any teacher who has completed seven (7) years or more of continuous service in the Plainville Public Schools and has attained a Master's Degree shall be eligible. The teacher may apply for leave by February 1st of his/her 7th year.
2. Teachers requesting educational leave shall apply in writing by February 1st of the school year preceding the school year for which the leave is requested. Action on such requests shall be taken by the Superintendent no later than April 15th. Notification of the Superintendent's action will be in writing, but any denied leave shall not be subject to grievance or further discussion.
3. Only one teacher per year may be granted leave. It is not to be considered automatic that one teacher per year would be granted leave.
4. Teachers shall be paid 50 percent of their salary at the step attained at the time of requesting leave.
5. Teachers shall have health insurance coverage continued at the current rate established at the time of leave.

6. Teachers on Educational Leave, upon their return, shall be placed on the step of the salary schedule, which they would have attained had they not been on said leave.

7. Teachers on Educational Leave shall agree in writing to return to employment in the Plainville Public Schools for two years subsequent to said leave.

8. If the teacher fails to remain as an employee of the Plainville Public Schools for two years subsequent to his/her Educational Leave, he/she shall repay to the Committee the full amount of salary paid to him/her, and the full amount of his/her health insurance coverage while on said leave.

9. A teacher would be eligible for this leave only one time during his/her teaching career in Plainville.

10. Educational Leave shall be granted only when the course of study is completely appropriate to the area and level in which the applicant is presently teaching.

11. Proof of application to an accredited college or university and the course of study specifically outlined must be presented with the application for such leave. Only a full-time course of study will be considered.

12. No tuition for courses will be paid.

13. A person returning from educational leave must submit to the Superintendent a written report on a topic included in his/her course of study or must make an oral presentation to interested faculty members, on a topic included in his/her course of study.

H. Other Leaves:

1. The Superintendent may grant a teacher with professional status who has used up his/her accumulated sick leave, a leave of absence without pay, for up to one (1) school year for health reasons other than maternity. Requests for such leave will be supported by appropriate medical evidence.

2. The Superintendent may grant to a teacher with professional status, a leave of absence without pay or increment, of up to one (1) year for the purpose of caring for a sick member of the teacher's immediate family or other reason.

3. The Committee agrees that any teacher with professional status designated by the Association upon request may be granted a leave of absence by the Superintendent without pay for a year for the purpose of engaging in Association (State or National) activities. If the teacher returns from such leave, they will be considered as if they were actively employed by the Committee during such leave for the purpose of being placed on the salary schedule at the level they would have achieved if they had not been absent.

4. Professional employees who are covered by the Contract who are duly qualified

representatives of the Plainville Education Association, the Massachusetts Teachers' Association, or the National Education Association may, at the sole discretion of the Superintendent, be allowed to attend conferences and conventions sponsored by said associations. This leave shall be with pay, but without reimbursement for expenses by the Committee, and will be considered a Personal Leave Day.

I. Alternative Career Leave: Teachers, upon application to the Superintendent, may be granted a leave of one (1) year for the purpose of pursuing an alternative career. The application must be submitted to the Superintendent prior to April 1st, and the Superintendent will act upon this application by April 30th. Once the leave is granted, it will be binding for one contract year without pay or benefits. Only one teacher per grade level, with a maximum of three (3) teachers total per year, will be granted this leave. Teachers without professional teacher status may not apply, and seniority will govern in all cases.

J. Jury Duty: Any teacher called for Jury Duty shall be paid the difference between his/her regular pay and the compensation received by him/her as a juror, exclusive of travel allowance.

K. Religious Observance Leave: A teacher will be granted up to two (2) days per contract year for the observance of their religious holy days, where such observance is required by the tenets of the teacher's religion and cannot be done outside of the scheduled work day.

L. Extended leave: Any teacher on an extended leave for any reason shall notify the Superintendent of Schools in writing no later than April 15 as to whether he/she expects to return for the next September opening of school. The Plainville School Department shall notify all teachers on an extended leave for any reason by no later than March 15 in writing at his/her address of this provision. A failure to comply with this requirement shall be treated as a resignation of employment.

ARTICLE XII – TEACHER EVALUATION

The specific purposes of evaluation are:

- a. To provide information for the continuous improvement of performance through an exchange of information between the person being evaluated and the evaluator; and
- b. To provide a record of facts and assessments for personnel decisions.

A. Evaluation Process and Rubric: The observation and evaluation forms and performance standards appearing in Appendix D shall be used for the duration of this Agreement. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be given a copy of any evaluation report prepared by the evaluator and will have the right to discuss such report with their principal and the Superintendent of Schools. Educator evaluations are conducted using MA Department of Elementary and Secondary Education rubric. Within reason, districts may amend the rubric as presented by DESE. Plainville's current rubric is outdated, and to maintain compliance with DESE regulations, during the 2026-2027 school year, a committee will be created to work on reviewing and adopting the most current teacher evaluation rubric. Members will be paid an hourly rate if

work occurs after school hours, or will participate in the work without pay if scheduled during school hours.

B. 1. Personnel Records: Chapter 71, Section 42C, of the Massachusetts General laws "Records of teachers; Inspection, school officials of cities and towns keeping records concerning any teacher or his/her work shall, at the written request of the teacher, permit the teacher by appointment to inspect the contents of his/her personnel folder, files, cards, and records, and to make copies of such contents and records as concern his/her work or himself."

2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy of the relevant material.

C. No employee will be disciplined, reprimanded, reduced in rank or compensation or dismissed without just cause. Nothing herein shall be construed to limit or interfere with the power of the Committee concerning non-retention of employees without professional teacher status under General Laws, chapter 71, Section 41.

ARTICLE XIII – GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance - A grievance is a dispute over the interpretation or application of any provisions of this Contract.

2. Grievant - A grievant may be either an individual, employee, a group or class of employees, or the Association.

3. Days - Days shall mean school days except during the summer recess when days shall mean when the Administrator involved is scheduled to work.

B. 1. All grievances shall specify the nature of the grievance; article or articles violated, and remedy sought.

2. An employee may present a grievance to the employer and have such grievance heard without the intervention of the Association. However, the Association must be afforded the right to be present at all grievance hearings, and no settlement inconsistent with the terms of the Contract may be affected.

3. If at the end of fifteen (15) workdays next following the occurrence of any grievance or the date of its first knowledge by any employee affected by it, said grievance has not been presented at Level 1, the grievance shall be deemed waived; and any grievance in course under such procedure shall also be deemed waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified in this procedure.

C. The purpose of Grievance Procedure is to produce prompt and equitable solutions to those problems, which from time to time may arise. The Committee and the Association desire that the stated Grievance Procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Level One - Principal or Director

A grievant shall present his/her grievance in writing to the appropriate Principal or Director within fifteen (15) workdays of the occurrence of any grievance, or the date of first knowledge of its occurrence by any party affected by it. The Principal or Director shall meet with the aggrieved within five (5) workdays of receipt of such grievance and render a written decision to the grievant within five (5) workdays of such meeting.

Level Two - Superintendent

If the grievance has not been resolved at Level One to the satisfaction of the aggrieved, the decision may be appealed to the Superintendent within ten (10) workdays of receipt of such decision. The Superintendent shall meet with the aggrieved to discuss the allegations within five (5) workdays of receipt of the written appeal and render his/her decision in writing within five (5) workdays of such meeting.

Level Three - School Committee

If the grievance has not been resolved at Level Two to the satisfaction of the aggrieved, the aggrieved may appeal such decision to the School Committee within ten (10) workdays of receipt of the Level Two decision. Level Three is available for grievances, which concern matters, which remain under the jurisdiction of the School Committee as a result of the Education Reform Act of 1993. The Committee, through the Superintendent and the School Committee, shall determine if Level III applies to the grievance. If Level III is not applicable, Level IV will apply after Level II. Within fifteen (15) workdays of said meeting, a written response will be sent to the grievant.

Level Four - Arbitration

A. If the grievance has not been resolved at Level Three to the satisfaction of the Association, or, if Level Three is not applicable and the grievance has not been resolved at Level Two to the satisfaction of the Association, the Association may, by giving written notice to the School Committee within fifteen (15) workdays after receipt of the decision at Level Three present the grievance for arbitration to the American Arbitration Association in accordance with their rules. The Arbitrator's decision will be final and binding and in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues as submitted by the parties.

B. The Arbitrator is without authority to render a decision, which requires the commission of an act, prohibited by state or federal law or violation of the terms of this Agreement.

C. All costs for the services of the Arbitrator shall be borne equally by the parties, except the moving party shall pay the filing fees of the American Arbitration Association.

D. Miscellaneous:

1. A grievance, which shall affect a group or class of employees of the Association, may be initiated at Level Two.
2. No written document or record relating to any grievance shall be filed in the personnel file maintained by the School Department of the Town of Plainville.
3. The time limits herein may be extended in writing by mutual agreement of the parties.
4. All grievance discussions, presentations, responses, etc., from Level Two and on shall take place after the close of the employee's workday.

ARTICLE XIV – DUES DEDUCTIONS

The Committee accepts the provisions of General Law, Chapter 180, Section 17C, and in accordance therewith shall certify to the Treasurer of Plainville all payroll deductions for the payment of dues to the Association duly authorized by individual employees covered by this Contract. The Committee agrees to make deductions from payment of salary of any employee as specified in writing by such employee concerning credit union transactions, as provided in General Law, Chapter 149, Section 178B.

ARTICLE XV – TAX SHELTERED ANNUITIES

The Committee shall enter into a written agreement with any teacher, upon request, for the purchase of any annuity contract pursuant to General Law, Chapter 71, Section 37B. All participant fees incurred so as to comply with IRS regulations shall be borne by the Plainville School District.

ARTICLE XVI – COMMUNICATIONS

- A. The Superintendent will post a copy of the agenda of each of the Committee's regular and special meetings in each school building by noon of the day on which the meeting is to be held.
- B. Two copies of minutes of each regular and special School Committee meeting will be made available to the President of the Plainville Education Association two days after they have been approved by the Committee.
- C. The Committee agrees to notify the Association within a reasonable period of time of filled vacancies by providing the name, position, and hiring date.
- D. During the school year the Superintendent and the Administration team agree to meet on a quarterly basis with representatives of the PEA at a mutually agreed upon date and time in order

to facilitate communication among the parties. A schedule for the meeting will be made prior to the 10th calendar day for each quarter (July 10, October 10, January 10, April 10).

ARTICLE XVII – PROTECTION

A. Teachers shall immediately report in writing all cases of assault suffered by them in connection with their employment during school hours of school sponsored activities. Said report shall be delivered to the Superintendent.

B. The Superintendent shall comply with any reasonable request from the teacher for information in their possession relating to the incident or the persons involved. The copy of the final report shall be given to the teacher.

C. If civil proceedings are brought against a teacher alleging that the teacher committed an assault and battery in connection with his/her employment, during school hours or school sponsored activities, the teacher may request the Committee to furnish legal counsel to defend him/her in said proceedings.

D. If a teacher is sued while acting within the scope of their official duties or employment, the District will provide legal counsel through the Town's insurance policy and consistent with state law. Any teacher who wishes to hire their own lawyer shall be responsible for paying their lawyer's legal fees and costs.

ARTICLE XVIII – CLASS SIZE

A. The Committee and the Association recognize class size impacts upon the opportunity for children to learn and upon the effectiveness of teaching. The Committee will strive to achieve the following desirable maximum number of students per teacher:

PK: 16

K: 18

Grade 1: 18-21

Grade 2-3: 19-22

Grade 4-6: 21-24

In the event that conditions require a greater number of students than the desirable class sizes listed above, a district administrator will confer with the PEA to explain the reasons for the larger class size(s), but this language is not grievable.

B. At the beginning of the school year, the designated class sizes within a grade shall not be unreasonably disproportionate.

C. Nothing in this article would prevent the Superintendent from establishing and designating certain classes within a grade to be of varying size, with the intended purpose of organizing the instructional arrangement so as to better meet the needs of the children.

D. New children entering school after the school year has started shall normally be placed in those classes with fewer children, except when such placement would be considered to affect the

instructional arrangement as stipulated above.

ARTICLE XIX – REDUCTION IN FORCE

A. In the event that student enrollments, curriculum changes, or similar considerations cause the Committee to eliminate any positions, the following procedure shall apply. This paragraph shall not apply to any position or employee terminated under any other portion of this contract.

1. Positions to be eliminated shall be determined at the sole discretion of the Committee.
2. Should the Committee decide to reduce the number of employees, it shall make every effort to accomplish said reductions by attrition.
3. a. The Superintendent will not lay off any teacher with professional teacher status pursuant to a reduction in force if there is a teacher without such status and the teacher with professional teacher status is certified in the area of layoff, or if there is a less qualified teacher with professional teacher status holding the same position or same certification as the PTS teacher.
b. The order of layoffs for professional teacher status teachers shall be determined based on teacher qualifications, which shall mean job performance, including overall ratings on any teacher evaluations conducted within the prior six (6) year period and the best interests of students in the school or district. In the event that teachers' qualifications are no different from one another, a member's length of service as a teacher in the district shall serve as the tie-breaker in determining the first teacher to be laid off. For purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient.
4. If there is a vacancy in any area where a laid off employee is certified or can become certified within one year of the effective date of the layoff, the laid off employee will be offered alternative employment in that area with no loss of seniority in Plainville.
5. Length of service shall mean an employee's total continuous length of service in years, months, and days from the initial date of employment by Plainville.
6. Certification means that an employee has a certificate from the Massachusetts State Department of Education.
7. Any unpaid leave shall be construed to be non-active service and will not be included in determining the total length of service. However, such leave will not be construed to break active service, and seniority will mean the total number of years and months preceding the unpaid leave, added to the total number of years and months after the unpaid leave of absence or other unpaid leaves not covered by the Agreement but granted at the discretion of the Committee. A month's seniority will be awarded to any employee who is in paid status for at least one day more than half the total number of work days for that month.

Employees shall be credited for seniority purposes with all time spent on any leave of absence when the employee is in paid status for one hundred twenty-five (125) or more days in any school year.

8. The Superintendent will forward to the Association a seniority list within thirty (30) days of the execution of this agreement.

If no challenge to the list is made by the Association within thirty (30) days of receipt of the list, the list stands as written.

An updated list will be provided each year within thirty (30) days of the beginning of the school year, and the Association will have thirty (30) days to challenge the list.

9. Employees to be laid off shall, if possible, be notified in writing by April 15th, but in no event later than June 1st preceding the school year in which the reduction is to be effected. Said notification shall state the reason for the layoff.

10. Nothing in this Article shall act so as to diminish the rights of teachers under Chapter 71, Sections 41 and 42 of the General Laws of the Commonwealth of Massachusetts.

11. Employees laid off under this paragraph shall be considered for recall in the inverse order of their layoff during a period of one year from the effective date of their layoff, if they so indicate in writing to the Superintendent.

12. Employees laid off under this paragraph shall be given priority on the substitute list during said recall period if they so indicate in writing.

13. Employees serving a recall period shall be notified through the Association President concerning any open position in Plainville for which they may be qualified to fill. Failure to apply to any such position or failure to accept any offer of employment for any such position shall terminate this requirement.

14. Employees rehired after layoff under this paragraph shall be credited with such salary and fringe benefits, as they were entitled to at the effective date of their layoff.

ARTICLE XX – ACCIDENTAL DISABILITY RETIREMENT

The Committee will follow Massachusetts General Law, Chapter 32, Section 7 regarding this matter.

ARTICLE XXI– HEALTH INSURANCE

A. If during the duration of this contract, the Town of Plainville (by Town Meeting vote) should increase the percentage of the premium they pay to Blue Cross/Blue Shield or to a Health Maintenance Organization, that same percentage will be passed on to all persons covered by this Agreement without any further collective bargaining required.

B. Term Life insurance shall be available to employees up to \$5,000.00 with the district's

contribution at fifty percent (50%) of the total cost even if not available to the entire Town.

C. The Committee agrees to accept payment of all administrative costs of a group dental plan which may be subscribed to by school employees through the Plainville Teachers Association/Massachusetts Teachers Association or to accept payment of all administrative costs of a group dental plan which may be provided by the Town of Plainville during the term of this collective bargaining Agreement.

D. Employees shall be entitled to participate fully in any "Flex Plans", "Cafeteria Plans," or equivalent plans established by the Town of Plainville. The aforesaid provision shall be extended to the costs of medical expenses, and dependent child care expenses even if not available to the entire Town.

E. An employee that opts out of a family health insurance plan provided by the town, shall be compensated at the rate of four thousand (\$4,000) dollars per year for every year they opt out of the town's health insurance plan. An employee that opts out of an individual health insurance plan provided by the town, shall be compensated at the rate of eighteen hundred (\$1,800) dollars per year for every year that they opt out of the town's health insurance plan. In order to qualify for this payment an employee must provide evidence of insurance coverage from another provider.

ARTICLE XXII – SALARY SCHEDULE

Year 1 = 2.75% + \$500 on M36 and M60 step 15

Year 2 = 2.25%+ \$500 M36 and M60 step 15

Year 3 = 2.75%

FY2027 Salary Grid							2.75%
Step	B	B+15	B+30	M	M+15	M+36	M+60
1	56,542	58,690	59,530	61,727	62,802	63,923	65,011
2	60,156	62,329	63,125	65,370	66,487	67,610	69,177
3	63,125	65,370	66,257	68,408	69,572	70,736	71,937
4	66,253	68,546	69,384	71,672	72,793	73,958	75,217
5	69,527	70,831	72,468	74,705	75,826	77,043	78,353
6	72,606	73,776	75,641	77,933	79,098	80,265	81,631
7	75,691	76,948	79,333	81,619	82,833	83,998	85,426
8	79,844	81,294	83,955	86,847	88,248	89,636	91,174
9	83,394	84,326	86,243	89,420	90,818	92,359	93,929
10	85,878	86,841	88,811	92,084	93,527	95,112	96,728
11	88,437	89,427	91,458	94,827	96,313	97,947	99,613
12	91,089	92,111	94,202	97,671	99,202	100,887	102,600
13	94,750	95,814	97,989	101,597	102,687	104,431	106,205
14	95,698	96,772	98,969	102,613	105,254	107,042	108,858
15	97,622	98,717	100,958	104,676	108,443	110,786	112,658

*plus \$500 on Step 15 M+36&M+60

FY2028 Salary Grid							2.25%
Step	B	B+15	B+30	M	M+15	M+36	M+60
1	57,814	60,010	60,870	63,116	64,215	65,361	66,474
2	61,510	63,732	64,546	66,840	67,983	69,131	70,734
3	64,546	66,840	67,748	69,947	71,137	72,328	73,556
4	67,744	70,088	70,945	73,285	74,431	75,622	76,909
5	71,091	72,424	74,098	76,386	77,533	78,776	80,116
6	74,240	75,435	77,343	79,686	80,878	82,071	83,467
7	77,394	78,680	81,118	83,456	84,697	85,888	87,348
8	81,640	83,123	85,844	88,801	90,233	91,653	93,226
9	85,270	86,223	88,184	91,432	92,861	94,437	96,042
10	87,811	88,795	90,809	94,155	95,632	97,252	98,904
11	90,427	91,440	93,516	96,961	98,480	100,151	101,854
12	93,138	94,184	96,322	99,869	101,434	103,157	104,908
13	96,882	97,970	100,193	103,883	104,998	106,781	108,595
14	97,851	98,949	101,196	104,922	107,622	109,450	111,308
15	99,818	100,938	103,230	107,031	110,883	113,778	115,693

*plus \$500 on Step 15 M+36&M+60

FY2029 Salary Grid							2.75%
Step	B	B+15	B+30	M	M+15	M+36	M+60
1	59,404	61,661	62,544	64,852	65,981	67,159	68,302
2	63,201	65,484	66,321	68,678	69,853	71,032	72,679
3	66,321	68,678	69,611	71,871	73,094	74,317	75,579
4	69,607	72,015	72,896	75,300	76,478	77,702	79,025
5	73,046	74,416	76,136	78,487	79,665	80,943	82,319
6	76,281	77,510	79,470	81,878	83,102	84,328	85,763
7	79,522	80,843	83,349	85,751	87,026	88,250	89,751
8	83,886	85,409	88,205	91,243	92,715	94,173	95,789
9	87,615	88,594	90,609	93,947	95,415	97,034	98,683
10	90,226	91,237	93,306	96,745	98,261	99,926	101,624
11	92,913	93,954	96,087	99,627	101,188	102,905	104,655
12	95,700	96,774	98,971	102,615	104,224	105,994	107,793
13	99,546	100,664	102,949	106,740	107,885	109,717	111,581
14	100,542	101,670	103,978	107,808	110,582	112,460	114,369
15	102,563	103,714	106,068	109,974	113,933	116,907	118,874

A. Longevity Payments:

	Effective 9/1/26	Effective 9/1/27	Effective 9/1/28
10<15	\$1,050	\$1,125	\$1,150
15<20	\$1,200	\$1,250	\$1,300
20<25	\$1,875	\$1,940	\$2,000
25<30	\$2,300	\$2,400	\$2,500
30+	\$3,000	\$3,100	\$3,200

Longevity payments will be distributed as follows:

1. The above noted longevity payments shall be added in the applicable contract year to the base salary of each teacher who has completed ten (10) years or more, but less than fifteen (15) years of service within the Plainville School System as a teacher.

2. The above noted longevity payments shall be added in the applicable contract year to the base salary of each teacher who has completed fifteen (15) years or more but less than twenty (20) years of service within the Plainville School System as a teacher.

3. The above noted longevity payments shall be added in the applicable contract year to the base salary of each teacher who has completed twenty (20) years or more, but less than twenty-five (25) years of service within the Plainville School System as a teacher.

4. The above noted longevity payments shall be added in the applicable contract year to the base salary of each teacher who has completed twenty-five (25) years or more, but less than thirty (30) years of service within the Plainville School System as a teacher.

5. The above noted longevity payments shall be added in the applicable contract year to the base salary of each teacher who has completed thirty (30) years or more of service within the Plainville School System as a teacher.

B. Salary increments are not automatic and may be withheld for unsatisfactory professional performance by the Superintendent of Schools.

C. One (1) credit shall be given to the President of the Plainville Education Association. Not more than one (1) credit shall be given to an individual for the same position in the same organization over a five-year period.

D. Teachers shall advance along the horizontal "lanes" of the salary schedule on September 1st and on January 31st upon submission to the Superintendent of Proof of completion of the necessary credits or degree requirements.

E. Upon the submission of proof of completion of the necessary credits or degree requirements, teachers shall advance along the horizontal "lanes" of the salary schedule on September 1st and on January 31st, provided they provide documentation satisfactory to the Superintendent no later than January 15th or September 15th in order to move on September 1st or January 31st respectively.

F. Mileage: Teachers who are required to use their automobiles during the course of their employment shall be reimbursed for mileage at the rate set by the town of Plainville.

ARTICLE XXIII - DURATION

A. This Agreement shall become effective on August 31, 2026, and shall continue in force and effect to and including August 31, 2029.

B. If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting except to the extent provided by law; but all other provisions shall continue in full force and effect.

C. IN WITNESS WHEREOF, the parties to this Agreement have caused these presence to be executive in duplicate by their respective representatives hereunto duly authorized, and their seals to be affixed hereto as of the date first above written.

FOR THE SCHOOL COMMITTEE

Shannan Kerrigan
Shannan Kerrigan, Vice-chair

Kristen Conrad Garrity
Kristen Conrad Garrity, Vice-chair

FOR THE ASSOCIATION

Linda Kavanah
Linda Kavanah, Co-President

Kristen Espenhain
Kristen Espenhain, Co-President

Linda Leger
Linda Leger, PR&R Chair

Anna Horrigan
Anna Horrigan, PR&R

Deirdre Maher
Deirdre Maher, PR&R

Brian Foley
Brian Foley, PR&R

APPENDIX A - STIPENDS

Stipends	FY27, 28, 29
Data Team Member (Max of 8 hours)	\$360
Enrichment Coordinator	\$750
Grade/Teacher Liaison (Max of 16 hours)	\$750
Mentor Program Coordinator (maximum 2 coordinators per year)	\$1,600 (\$800 per coordinator if 2 coordinators, and \$1,600 if one coordinator)
Mentor	\$900
Nature's Classroom Coordinator	\$420
Curriculum Team Member	Tier I = \$450 (10 hrs) Tier II = \$720 (16 hrs) Tier III = \$1,080 (24 hrs) Tier IV = \$1,440 (32 hrs) Tier V = \$1,800 (40 hrs) Hours which fall between Tier I and Tier II will be paid at the hourly rate of \$45/hr

Curriculum Coordinator	Tier I = \$500 (10 hrs) Tier II = \$960 (16 hrs) Tier III = \$1,440 (24 hrs) Tier IV = \$1,920 (32 hrs) Tier V = \$2,400 (40 hrs)
Common Scoring	Hourly rate of \$45
Enrichment Instructor (10-14 students)	Hourly rate of \$45
Enrichment Instructor (15-20 students)	Hourly rate of \$55
Enrichment Instructor (21 or more students – 2 teachers)	Hourly rate of \$45
Enrichment Instructor (21 or more students – 1 teacher)	Hourly rate of \$65
Homework Support	Hourly rate of \$45
NEASC Committee Member	Hourly rate of \$45

Performance-Based Task Development	Hourly rate of \$45
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Unit Development	Hourly rate of \$45
Ad hoc Committee Member	Hourly rate of \$45
Ad hoc Committee Coordinator	Hourly rate of \$45
Professional Development Instructor-preparation	Hourly rate of \$45 for preparation outside of contractual hours
Professional Development Instructor-presentation	Hourly rate of \$80 for presentation outside of contractual hours
Home-hospital tutoring	Hourly rate of \$45

APPENDIX B -Mentoring Agreement

1. Mentors and new educators will meet together at least three times per month, for a minimum of 36 total hours over the course of the school year.
2. An [Induction Calendar/Log](#) will be provided to assist the mentor and new educator with a suggested list of pertinent topics organized by month. Mentors and new educators may use their discretion on how/when to address each topic.
3. Induction Calendar/Logs will be signed (by both the mentor and the new educator) and submitted by each mentor to the mentor coordinator(s) at the mid-year point, and again in June. Final approval of the logs will be made by the superintendent. While the mentor and new teacher may each maintain their own copy of the Induction Calendar/Log, only ONE copy will be signed and submitted.

4. Each mentor and new educator will earn 3 inservice credits for the 36 hours spent together in the new educator's first year in the mentoring program.
5. Each mentor and second year educator will earn 3 inservice credits for the 36 hours spent together in the new educator's second year in the mentoring program.
6. In a two year period, mentors and new educators will earn 6 inservice credits for the 72 total hours. Mentors who only serve for one year will earn 3 inservice credits.
7. Up to 6 inservice credits may be included for mentors and new educators (as graduate credits) each time an educator requests a lane change (e.g. 6 credits can be used when advancing from M to M-15, and if the educator has continued to mentor for two more years, 6 more credits can be used from M15 to M-36, etc.). If the mentor only serves in a 1-year mentoring role, 3 credits can be applied.
8. New educators will be required to attend 4 after-school meetings (scheduled and facilitated by the mentor coordinator) in their first and second year of employment (8 meetings total). Mentors are not required to attend these meetings.
9. New educators who have completed the first two years of the New Educator Induction program will only enter a third year of mentoring if requested by their direct supervisor.
10. Annual mentor compensation as follows for FY27-FY29:
 - a. FY 27-29 \$900 Mentor
 - b. FY 27-29 Mentor Coordinator(s): \$800 per mentor coordinator, with a cap of 2 coordinators in any one school year (\$1,600 divided among the two mentor coordinators). \$1,600 will be paid in the event that there is one mentor coordinator.

APPENDIX C - JOB SHARES

- I. **Definition:** A job share shall mean the sharing of the duties and responsibilities of one (1) full-time teaching position by two (2) qualified and appropriately licensed educators, each of whom is employed on a part-time basis. The combined responsibilities of the job share partners shall constitute one (1) full-time equivalent (1.0 FTE) position.

II. Eligibility

- A. Only teachers who have attained Professional Teacher Status (or comparable status under M.G.L. c. 71, §41) shall be eligible to participate in a job share arrangement, unless otherwise approved by the Superintendent.

- B. Participation in a job share arrangement is voluntary and requires mutual agreement between the two parties

III. Application Procedure

- A. Teachers seeking to enter into a job share arrangement (or continue with an existing job share arrangement) shall submit a joint written proposal to the Building Principal no later than February 1 of the preceding school year.

- B. The proposal shall include:

- The proposed division of work schedule (e.g., 50/50 or other proposed split);
- The allocation of instructional and non-instructional duties (e.g. general curriculum/instructional preparation planning, planning for necessary interventions, review of assessment data, attendance at faculty meetings, PLC meetings, etc.)
- A plan for communication and collaboration to ensure continuity of instruction (including how both teachers will communicate with each other and the plan for communicating with parents/guardians)
- Any other information required by the Superintendent.

- C. The Principal shall conduct the initial review of all job share proposals and will make a recommendation to the Superintendent.

- D. Final approval or denial of a job share request shall be at the discretion of the Superintendent.

- E. Denial of a job share request shall not be subject to the grievance procedure unless the denial violates a specific provision of this Agreement.

IV. Term and Renewal

- A. Job share arrangements shall be approved for one (1) school year only. If the job share participants wish to continue in the next school year, they must reapply annually in accordance with Section III.

- B. . If there is a temporary staffing interruption due to illness or other reasons, the teacher who is not scheduled to work will cover for the absent teacher whenever possible, thereby offering additional consistency in the classroom. Periodic schedule changes will be allowed to accommodate this sort of coverage.

- C. The District retains the right to discontinue a job share arrangement at the end of any school year based on staffing or programmatic needs. The District retains the right to discontinue a job share arrangement at any time if there is evidence that the program is detrimental to the needs of students (this would be unusual and after attempts to provide assistance to the teachers proved ineffective).

V. Duties and Responsibilities

A. Job share partners shall be jointly responsible for fulfilling all duties and responsibilities of the full-time position.

B. Both partners shall:

- Be present and on duty for the entire workday during the first 5 school days for students and during the last 3 days for students
- Attend all required full day professional development days. Ensure that schedules are designed to allow each partner to work on 50% of the early release days where professional learning is held after student dismissal. The partner not attending the early release day is responsible for accessing the information shared during the learning session.
- Attend all grade level meetings/PLCs as scheduled on their working days. The teacher who is not present for any of these meetings will complete any required tasks ahead of time, and will review the meeting minutes/talk with a colleague as a means of accessing the information shared during the meetings.
- Participate in all parent-teacher conferences, open houses, faculty meetings, and other required events as determined by the Principal;
- Maintain consistent communication regarding student progress, grading, and curriculum;
- Collaborate on the preparation of report cards, documentation for parent/teacher conferences, evaluations, and any additional required documentation that falls within the scope of a classroom teacher
- Share the preparation time provided in the Collective Bargaining Agreement
- Meet as a team with the principal at the principal's request.

C. Job share partners shall ensure continuity of instruction and shall establish regular collaboration time. The plan for such collaboration time, and the approach to ensuring continuity of instruction will be outlined in the annual job share proposal.

VI. Compensation and Benefits

A. Salary shall be prorated according to each educator's percentage of the full-time equivalent (FTE) assignment.

B. Sick leave, personal leave, and other paid leave shall accrue on a prorated basis.

C. Years of service for seniority and salary step purposes shall accrue proportionately to the FTE worked. In the case of two teachers sharing the position at 50% each, seniority and salary steps will continue in the same manner as it does for full time teachers.

D. Health insurance and other benefits shall be provided in accordance with District policy and applicable law. The District shall not be required to provide more than one (1) health insurance contribution (this includes health, vision, dental, etc.) per 1.0 FTE position

E. Retirement contributions shall be based on actual earnings in accordance with applicable Massachusetts retirement law.

F. The District will pay for teacher moves as outlined in the CBA Article 5, Section F. Voluntary moves out of job shares (including dissolution of the job share by either one of the partners) will not be eligible for the compensation outlined in that section. Teaching partners whose job share dissolves at the district's request will be offered compensation as outlined in CBA Article 5, Section F.

VII. Dissolution of Job Share Situation

A. If one partner resigns or is unable to continue in the job share arrangement, the district is not responsible for identifying a replacement partner. However, the remaining partner may:

1. Request to assume the full-time position, subject to Superintendent approval;
2. Propose an alternate partner or plan, subject to Superintendent approval
3. Request an unpaid leave of absence for the remainder of the school year, subject to Superintendent approval
4. If the remaining partner cannot or does not want to work full-time, and cannot find a new partner that is approved by the Superintendent, the remaining teacher may request an unpaid leave of absence for the remainder of the school year, subject to Superintendent approval. In this case, the position may be posted as a 1.0 FTE vacancy, and the remaining teacher's status will be subject to the "Reduction in Force" (RIF) or transfer language in the contract.

B. Return to full-time employment in a subsequent year shall be subject to the availability of an appropriate vacancy and applicable provisions of this Agreement.

- If the job-sharing program **is discontinued by the district**, the teaching partners will be matched with open positions in the district for which they are licensed. An open position is one that is not held by any teacher with or without professional teacher status and otherwise would be posted as a vacancy. In the event that there is no open position, RIF language will be used to ensure a full-time teaching spot for each job-share teacher.
- If the job-sharing partnership is **discontinued by the teaching partners**, the building principal will reassign the teachers to an open position if one exists. In the event that there are no vacancies, the senior-most teacher in the job share will retain the position in a full-time capacity, and the less senior teacher will be subject to layoff language in the CBA, Article XIX, with recall rights as outlined in sections 11-14.

VIII. Limitation

The District shall not be required to approve any specific number of job share arrangements in a given year. Approval shall be based on the educational interests of the students and operational needs of the District.

APPENDIX D (Part I)

Plainville Public Schools: Educator Evaluation Process

SECTION 1: Annual Observations

Educator Evaluation Category	TOTAL Required Minimum # Of Annual Observations	Required Minimum # of Announced Annual Observations	Required Minimum # of Unannounced Annual Observations
NON-PTS EDUCATORS WHO ARE IN YEAR ONE	5	2	3
NON-PTS EDUCATORS WHO ARE IN YEAR TWO OR THREE	4	1	3
PTS EDUCATORS WHO WERE PROFICIENT OR EXEMPLARY IN THE PREVIOUS YEAR	2 (could be 2 classroom observations or a combination of 1 classroom observation and 1 feedback form)	0	1 observation and 1 observation/feedback
PTS EDUCATORS WHO WERE NEEDS IMPROVEMENT IN THE PREVIOUS YEAR	As per directed growth plan (at least 5)	1	4

Section 2: Description Of Primary Evaluator

Evaluator	Role	When Used
Primary Evaluator	Responsible for the observations, formative and summative evaluations	All PTS educators will be assigned a primary evaluator.

Secondary Evaluator	Contributes an additional area of expertise to the evaluation process for Non-PTS educators	All Non-PTS educators will be assigned a primary evaluator. For Non-PTS educators, a secondary evaluator may also be assigned. For example, a special educator's primary evaluator may be the Director of Student Services, but the building principal may conduct some of the observations. Or a specialist who works in two buildings may have one principal as their primary evaluator, with the other principal able to conduct some of the observations. If recommended by an administrator as part of an improvement plan, a secondary evaluator may be assigned for a PTS educator.
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Section 3: Additional Information

1. PTS educators will have two observations each year, with the first each year to be completed on or before February 1, for a total of 4 observations in a two-year cycle.
 - a. For PTS educators, one observation will be a typical classroom observation conducted by the primary evaluator (at least 7 minutes in duration).
 - b. The second observation of PTS educators can follow that same process, or can be a feedback form also completed by the primary evaluator (for educators whose overall rating was proficient or exemplary in the previous year's evaluation). Feedback forms can address the educator's work in any of the 4 standards on the Educator Evaluation Rubric.
 - c. For Non-PTS educators, feedback forms will NOT take the place of classroom observations; if completed, they will be in addition to the required observations.
2. Any educator may request additional observations (beyond those that are required)
3. Any evaluator may conduct more than the minimum number of observations
4. Part time staff members will have a proportional number of observations (e.g. 50% of the requirements for a .5 employee)
5. In addition to the primary evaluator, other district administrators (Principal, Director of Student Services, Superintendent, Assistant Superintendent/Curriculum Director) may choose to acknowledge educators' accomplishments using the district's Feedback Form. When completed by an administrator other than an educator's primary evaluator, Feedback Forms will only be used to document positive feedback for the educator.
6. The district will assign evaluators by October 1 of each year, and in the cases where a secondary evaluator will be involved, that will be shared with the teachers as well.
7. Attendance will not be included in any section of the district's evaluation documents. If attendance concerns arise, the principal and/or evaluator will meet with the faculty member to discuss, and if needed, to develop a plan for addressing the concerns. The conversation and/or plan may be documented in a letter or email to the faculty member. Only in an extreme violation of the district's attendance expectations AND after meetings and support/improvement plans have been developed but not successful, would attendance be addressed in an evaluation. Examples of "extreme violations" could include patterns of exceeding the annually allotted sick or personal days for more than one school year (barring medically documented illnesses), patterns of absences that aren't explained by medical professionals or by contractually allowable leave days (e.g. an employee with no approved documentation misses multiple days over multiple months), or patterns of continually not reporting absences in the manner outlined by the district.

Section 4: Timeline Changes (different from current practice)

1. First observation for Non-PTS teachers and for teachers on a directed growth or improvement plan will be done on or before December 1.
2. First observation for PTS teachers must be completed by February 1
3. All formative and summative evaluation reports must be completed by the administrator on or before May 31.
4. In the current evaluation timeline, there is reference to educators submitting evidence of progress towards goals before submitting evidence towards standards. This language is not necessary, as educators submit all evidence at one time, so the timeline will now reflect that.

APPENDIX D (Part II)

EDUCATOR EVALUATION REGULATIONS AND PRACTICES

1) Purpose of Educator Evaluation

A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

B) The regulatory purposes of evaluation are:

- i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
- ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
- iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
- iv) To assure effective teaching and administrative leadership, 35.01(3).

2) Definitions (* indicates definition is generally based on 603 CMR 35.02)

A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

B) **Instructional Support Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of at least seven (7) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

E) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

F) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. An educator with PTS shall be considered in a new assignment when teaching under a different license.

ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who receive an overall rating of needs improvement or receive a needs improvement in Standard Area I or II.

iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

G) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.

H) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

I) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator responsible for determining performance ratings.

i) **Notification:** The Educator shall be notified in writing of his/her evaluator. The Evaluator may be changed upon notification in writing to the Educator.

J) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

K) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).

L) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

M) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

N) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

O) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.

P) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.

Q) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties.

R) **Teacher Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.

S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of at least seven (7) minutes by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or through video. Video observations will be done openly and with knowledge of the Educator. The parties agree to bargain the protocols of video observations should either party wish to adopt such practice. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

T) ***Parties:** The Association and the Committee are parties to this agreement.

U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

§ Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

§ Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.

§ Needs Improvement: The Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

§ Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

X) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

- i) Standard 1: Curriculum, Planning and Assessment
- ii) Standard 2: Teaching All Students
- iii) Standard 3: Family and Community Outreach
- iv) Standard 4: Professional Culture
- v) Attainment of Professional Practice Goal(s)
- vi) Attainment of Student Learning Goal(s) (optional)

Y) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
- ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
- iii) Elements: Defines the individual components under each indicator
- iv) Descriptors: Describes practice at four levels of performance for each element

Z) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.

AA) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

BB) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

CC) ***Trends in student learning:** At least two years of data until three years is available.

3) **Evidence Used In Evaluation**

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:

- i) Measures of student progress on classroom and district assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school; these measures may include: portfolios, approved commercial assessments and district-developed pre-and post-unit and course assessments, and capstone projects.
- ii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan. **The district goal can serve as your student-learning goal.**
- iii) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should annually be based on the Educator's role and responsibility.

B) Judgments based on observations and artifacts of practice including, but not limited to:

- i) Unannounced observations of practice of at least seven (7) minutes.
- ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
- iii) Examination of Educator work products.
- iv) Examination of student work samples.

C) Evidence relevant to one or more Performance Standards, including but not limited to:

- i) Evidence compiled and presented by the Educator, including :
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
- ii) Evidence of progress towards professional practice goal(s);
- iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student and Staff Feedback

- iv) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric**

The parties agree that the rubrics attached to this agreement shall be used. The parties further agree that the superintendent, with the input of the Educator Evaluation Committee, shall select the specific rubric elements upon which to base observations of practice each year. The specific set(s) of rubric elements shall be announced prior to each educators' first observation each year.

In addition, the parties know that it may be necessary to vary the use of specific rubrics when programming changes occur. In such cases the evaluator shall bring this matter before the Educator Evaluation Committee for consideration.

5) **Evaluation Cycle: Training**

A) The district shall arrange periodic training for all evaluators that outlines the components of the evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

B) All new educators or educators new to the district shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE. The superintendent will work with the joint Teacher Evaluation Planning Team to determine the most effective means of providing this training.

6) **Evaluation Cycle: Annual Orientation**

A) At the start of each school year, the Educator Evaluation Committee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The committee shall:

- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
- ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii) The meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.
- iv) The participants will evaluate the effectiveness of this process as a means of providing the committee with feedback.

7) **Evaluation Cycle: Self-Assessment**

A) Completing the Self-Assessment

- i) The evaluation cycle begins with the Educator completing and submitting to their Evaluator a self-assessment.

- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal-setting process, school and/or district leaders will provide educators with access to assessment data, school goals, and district goals.
- ii) For Educators in their first year of practice, the Evaluator will meet with each Educator to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Prior to the goal-setting process, school and/or district leaders will provide educators with access to assessment data, school goals and district goals.
- iv) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
- v) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- vi) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice and one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

For Educators with PTS on two-year Self-Directed Growth Plans professional practice and student learning goals shall be set annually. During the 2018-2019 school year Educators with PTS who set two-year goals at the beginning of the 2017-2018 school year may continue to address their two-year goals or identify new one-year goals.

B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator.

C) Educator Plan Development Meetings shall be conducted as follows:

- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle to develop their Educator Plan.
- ii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

D) The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts as it relates to the four (4) Standard Areas – Educators without PTS**

A) In the first year of practice or first year assigned to a school:

- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
- ii) The Educator shall have at least five unannounced observations during the school year.

iii) Observations may consist of, but are not limited to, IEP meetings, parent nights, PLC meetings, presentations and parent-teacher conferences.

iv) The Educator may request additional unannounced observations.

B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:

i) The Educator shall have at least five unannounced observations during their second school year with at least one unannounced observation per trimester.

ii) The Educator shall have at least four unannounced observations during their third school year with at least one observation per trimester.

iii) Observations may consist of, but are not limited to, IEP meetings, parent nights, PLC meetings, presentations and parent-teacher conferences.

iv) The Educator may request additional unannounced observations in their second and/or third year of practice.

10) Evaluation Cycle: Observation of Practice and Examination of Artifacts as it relates to the four (4) Standard Areas – Educators with PTS

A) The Educator whose overall rating is proficient or exemplary must have at least six unannounced observations during their one (1) or two (2) year evaluation cycle. The evaluation cycles of those rated proficient or exemplary may be one or two years in length.

B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan. At least one (1) announced visit must occur during the period of the Plan. Additional specific details may be included in the Plan.

C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one (1) year, shall there be fewer than two (2) announced and eight (8) unannounced observations. For Improvement Plans of six (6) months or fewer, there must be no fewer than one (1) announced and five (5) unannounced observations.

D) Observations may consist of, but are not limited to, IEP meetings, parent nights, PLC meetings, presentations and parent-teacher conferences.

11) Observations

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations. Partial visitations must be at least seven minutes in duration.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, entered into a secure website, placed in the Educator's mailbox or if necessary, mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.

- (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.

- (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance

- (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

- (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

- (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.

- (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For

any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:

- (1st) Describe the basis for the Evaluator's judgment.
- (2nd) Describe actions the Educator should take to improve his/her performance.
- (3rd) Identify support and/or resources the Educator may use in his/her improvement.
- (4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.

H) The Educator shall sign the Formative Assessment report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both. The written feedback in individual standard areas may be limited if no change in performance from the last summative evaluation is noted.

C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.

E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.

G) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) **Evaluation Cycle: Summative Evaluation**

A) The evaluation cycle concludes with a summative evaluation report.

B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C) The professional judgment of the primary Evaluator shall determine the overall summative rating that the Educator receives.

D) For an educator whose overall performance rating is exemplary or proficient, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the supervisor shall confirm or revise the Educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

E) The summative evaluation rating must be based on evidence from multiple categories of evidence. State-approved assessment growth scores shall not be the sole basis for a summative evaluation rating.

F) To be rated proficient overall, the Educator shall, at a minimum, have been rated Proficient in Standard Areas I and II.

G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home.

- J) The Educator may reply in writing to the Summative Assessment report within 5 days of receiving the report.
- K) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation on or before the first Friday in June.
- L) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting.
- M) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- N) The Educator shall sign the final Summative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Educator may reply in writing to the Summative Evaluation report within 5 school days of receiving the report.
- O) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- P) A copy of the signed Teacher Goal Setting Form and end-of-year Formative or Summative Report Form shall be filed in the Educator's personnel file. In the event that the educator submits a signed Educator Response Form that shall also be included.

15) Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement of learning, growth and achievement of the students under the Educator's responsibility. (optional)
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, or at the request of the educator, Educators with PTS in new assignments. (as defined under Section 2-G-i.) Placement on a Developing Educator Plan shall not be considered disciplinary.

B) The Educator shall be evaluated at least annually.

17) Educator Plans: Self-Directed Growth Plan

A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of Proficient or Exemplary, in addition to having received a rating of Proficient or Exemplary in areas I and II. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

18) Educator Plans: Directed Growth Plan

A) A Directed Growth Plan is for those Educators with PTS whose overall rating is Needs Improvement or have received a Needs Improvement in areas I or II. A meeting date to discuss components of the plan will be set on or before the end of the first week of the following school year. The plan shall be developed on or before the last Friday in September.

B) The goals in the Plan must address areas specific standard areas and elements previously identified as needing improvement as determined by the Evaluator.

C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10

D) For an Educator on a Directed Growth Plan whose overall performance rating is at least Proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

F) For an Educator on a Directed Growth Plan whose overall performance rating is not at least Proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) Educator Plans: Improvement Plan

A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as Unsatisfactory on an Improvement Plan of no fewer than thirty (30) calendar days and no more than one school year. In the case of an Educator receiving a rating of Unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F) The Improvement Plan process shall include:

- i. Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator within an additional ten (10) school days.
- ii. The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
- iii. If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.

G) The Improvement Plan shall:

- i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
- ii. Describe the activities and work products the Educator must complete as a means of improving performance;
- iii. Describe the assistance that the district will make available to the Educator;
- iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
- v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
- vi. Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,
- vii. Include the signatures of the Educator and Evaluator.

H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

I) Decision on the Educator's status at the conclusion of the Improvement Plan.

i. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

a. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

b. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

c. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

d. If the Evaluator determines that the Educator's practice remains at the level of Unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20) Teacher Evaluation Timeline

<i>Activity</i>	<i>Completed by:</i>
Annual review of teacher evaluation process	Second Friday in October
Evaluator meets with teachers <u>without</u> professional status to assist in self-assessment and goal setting process	Third Friday in October
Evaluator meets with teachers <u>with</u> professional status individually or in teams to establish educator plans	End of October
Evaluator completes Directed Growth Plan	End of October
Educator signs goal setting forms	First Friday in November
Evaluator completes educator plan forms	Second Friday in November
Evaluator completes first observation of each educator	Third Friday in November
Educators on one-year plans submit evidence of progress toward SMART goal(s)	Second Friday in January

Evaluator completes mid-year Formative Assessment Report for educators on one-year educator plans	First Friday in February
Evaluator holds Formative Assessment meetings with other educators as requested or needed	Third Friday in February
Educators on two –year plans submit evidence of progress towards SMART goal(s)	Second Friday in April
Educator uploads all/any evidence for Summative Evaluation	First Friday in May
Evaluator completes all observations	Second Friday in May
Educator uploads all/any evidence for Formative Evaluation	Third Friday in May
Evaluator completes Formative and Summative Evaluation Reports	Last Friday in May
Evaluator meets with educators whose overall ratings are Needs Improvement or Unsatisfactory	First Friday in June
Evaluator or educator, upon request, meets with educators whose overall ratings are Proficient or Exemplary	Five (5) days upon receipt
Evaluator meets with educator whose overall rating is Unsatisfactory to develop an Improvement Plan	Third Friday in June
Educators sign Summative Evaluation Reports and add responses, if any. Additional written responses may be submitted to the Superintendent by the end of June.	Five (5) days upon receipt

21) **Career Advancement**

A) In order to attain Professional Teacher Status, the Educator should achieve ratings of Proficient or Exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated Proficient or Exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approved by the superintendent.

B) In order to qualify to apply for teacher leader positions, including grade/teacher liaison, mentor, data team member or curriculum co-coordinator, the Educator must have had a performance rating of Proficient or Exemplary for at least the previous two years. Absent disqualifying criteria, teachers with professional teaching status are assumed to have met this criteria.

C) Educators with PTS whose summative performance rating is Exemplary shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22) Using Student Feedback in Educator Evaluation

In accordance with 604CMR 35.07 (1)(c)(2), the parties agree that student feedback shall be used as evidence relevant to self-assessment, goal setting and/or to demonstrate change in practice over time. Given that teachers participate in a formative or summative evaluation annually, feedback used in relation to self-assessment, goal setting, and/or change in practice over time shall be collected as follows:

First in the fall and then again in the spring of the same school year

The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality. The instruments shall also be submitted to the Educator Evaluation Committee each year prior to administering.

23) Using Staff Feedback in Administrator Evaluation

In accordance with 604CMR 35.07 (1) (c) (3), the parties agree that staff feedback shall be used as evidence relevant to the self-assessment, goal setting, and/or educator plan development processes. Given that administrators participate in a summative evaluation annually, feedback used in relation to the self-assessment, goal setting, and/or educator plan development processes is likely to be collected toward the end of a school year. The instruments used to collect staff feedback shall include safeguards necessary to protect staff confidentiality.

24) General Provisions

A) Only licensed Administrators may serve as evaluators of Educators.

B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

C) The superintendent shall ensure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Superintendent to discuss the disagreement. Should the Educator request such a meeting, the Superintendent must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E) The parties agree to establish a joint Educator Evaluation Committee which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

F) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall be issued if there was substantial compliance.

This document was prepared by the members of the joint Educator Evaluation Committee and is forwarded to the Plainville School Committee and Professional Rights and Responsibility Committee for further discussion and subsequent agreement.

Revised and Approved by School Committee: October 9, 2018