

AGREEMENT

Plainville Education Association

and

Plainville School Committee



September 1, 2023 to August 31, 2026

PLAINVILLE SCHOOL COMMITTEE

Justin Alexander, Chair
Steve Albert, Vice Chair
Christopher Brenneis
Jennifer Maloney Plante
Michele Sharpe

* * * * *

Jennifer Parson, Superintendent of Schools

**OFFICERS OF THE
PLAINVILLE EDUCATION ASSOCIATION**

Mary Molloy, Co-President
Kayli Cartier, Co-President
Linda Kavanah, Vice President
Kelsie Kiely, Secretary
Kathryn Hegarty, Treasurer

**PROFESSIONAL RIGHTS AND
RESPONSIBILITIES COMMITTEE**

Naomi Driscoll
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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, 2023, 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. All teachers shall make themselves available once a week before arrival or after dismissal for extra help for students as requested by students or families. Teachers have the ability to schedule this according to professional judgment and availability.

C. All teachers shall make themselves available for appointments with parents two (2) mornings or afternoons a week at the discretion of the teacher for a maximum of forty-five (45) minutes each. If no appointments are scheduled, the teacher may report or leave at the regular time.

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 to Art, Music, Reading Specialist, Physical Education, and any other specialist position whenever respective

teachers are absent.

G. 1. All teachers 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. 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. Non-classroom teachers who receive no request for parent-teacher conferences may substitute an activity(s) from a menu of options agreed to by the Superintendent and Professional Rights and Responsibility Committee. Non-classroom teachers may also submit a written request to participate in a family/school activity(s) of their choice. The menu of options shall be published each year on or before October 1. Requests must be submitted in writing to the Superintendent and Professional Rights and Responsibility Committee on or before November 1 each year. No reasonable request shall be denied.

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. Teachers will also meet in grade level teams (PLCs) for a total of forty (40) minutes each week, 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 extended time (PLC meeting) will take place at school on a day(s) and at a time(s) selected by the grade level/special area team. Each team will notify their respective principal/administrator with the time and location of their meeting. These meetings will be held for 40 minutes. Teams may opt to divide the weekly meetings into two 20-minute sessions. On workshop/curriculum days the teacher work day shall be six (6) hours and thirty (30) minutes. Part-time staff are expected to complete the additional time on a prorated basis. Part-time staff are expected to submit a schedule which includes extended meeting dates and times 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 weekly extended time or a combination of them.

2. Weekly extended time (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 weekly 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 three (3) times per year, with at least two week's advance notice, this time may be used for staff training.

3. In addition to attending required evening events such as Open House and Parent-Teacher Conferences the district encourages the scheduling of voluntary night activities involving families/community, such as curriculum nights. In each case the person in charge of the event shall request approval of it by the building principal. He/she shall also inform the principal of the number of expected staff participants.

Participating teachers shall receive compensatory time for assisting at the event in an amount equal to the time period of their participation. Compensatory time may be used in half or full day increments with six (6) hours and forty (40) minutes of accumulated time equal to a full day. No teacher may use more than two (2) days of accumulated compensatory time in any school year or earn more than three (3) days of accumulated compensatory time in a school year. Unused compensatory time will carry over from year to year.

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. In addition to the monthly faculty meetings, two additional forty-five (45) minute meetings will be scheduled each year for the purposes of curriculum development or professional learning opportunities. 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. The dates of the two additional forty-five (45) minute meetings will be provided by the first day of school, and there will be no additional PLC meeting required on those two weeks.

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, 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.

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).

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 pm. 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:

\$12,000.00

Each individual covered by the Agreement shall be reimbursed up to \$700.00 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.

The Committee agrees to expend up to but not more than three thousand dollars (\$3,000.00) each

fiscal year of this agreement to purchase professional materials for resource use by the professional staff for professional development and educational improvement. All professional materials purchased become the property of the Plainville Public Schools. Staff members covered by this Agreement will have an opportunity to provide input into materials being purchased.

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 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. Internal candidates will only be required to supply an application and 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 Leave: Teachers shall be granted maternity leave. Such leaves to be governed by the following conditions:

1. Female Employee Without Professional Teacher Status

A female 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 maternity 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); 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 her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee.

The employee without professional teacher status may elect to use her accumulated sick leave during her period of physical disability as a result of childbearing for a period of eight (8) weeks. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated. The request to use accrued sick leave shall be made in writing to the Superintendent.

2. Female Employee With Professional Teacher Status

A female employee with professional teacher status may be entitled to maternity leave for a period of up to two (2) years, except as is otherwise provided herein, from the date of its commencement, provided, wherever possible, she gives at least sixty (60) calendar days written notice to the Superintendent 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 her position and furnishes additional statements from her physician upon the reasonable request of the Superintendent or his/her designee. Normally, the employee will be permitted to return to duty only at the beginning of a school year, unless she returns within twelve (12) weeks after the commencement of her maternity leave. In the event an employee's leave of absence of one (1) year shall expire after the beginning of a school year, the leave of absence shall be extended to the beginning of the next school year to permit the employee's return to duty at such time. Under exceptional circumstances, a teacher desiring to return to her teaching duties at a time other than those set forth above may make a written application for reinstatement to the Superintendent. The Superintendent may grant such reinstatement.

The employee with professional teacher status may elect to use her accumulated sick leave during her period of physical disability as a result of childbearing for a period of eight (8) weeks. Sick leave shall be paid only during the time period in which a physician certifies the employee to be physically disabled and only to the extent of the number of sick leave days the employee has accumulated. The request to use accrued sick leave shall be made in writing to the Superintendent.

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

4. All benefits to which the employee was entitled at the time of her leave of absence commenced, including any unused accumulated sick leave, shall, except as is otherwise provided herein, be restored to her upon her return, and she shall, except as is otherwise provided herein, be assigned to the same teaching position which she held at the time such leave commenced, if such position is available, or, if it is not available, to a substantially equivalent teaching position. Upon her return, the employee shall not advance in increment unless she has worked at least one hundred (100) days in the school year in which her 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 maternity leave to her 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 affecting employment during the period of her maternity leave; provided, however, that the employee on maternity leave shall retain any preferential consideration for any other position to which she may be entitled as of the date her leave commenced.

5. The parties recognize that the Family and Medical Leave Act (FMLA), as amended, may establish rights different from those expressed in this article. To the extent that this is true, the greater of those rights (i.e., FMLA rights vs. rights under this article) will control, but those greater rights will not be in addition to the lesser rights. Where an employee takes leave under one of the articles set forth in this Agreement for a reason which would entitle the employee to leave under the FMLA, such leave will also be considered FMLA leave and will be deducted from the employee's statutory FMLA leave entitlement.

C. Parental Leave: Teachers shall be granted parental leave. Such leaves to be governed by the following conditions:

1. A teacher whose spouse/co-parent is hospitalized for the purpose of child bearing and recovery shall be granted two additional days of paid personal leave. Said two additional days of paid personal leave must be used during the period from two weeks prior to delivery to two weeks following delivery.

D. Adoption Policy:

1. A teacher without professional teacher status, when adopting a child, shall be granted a leave of absence without pay under similar conditions listed in Article XI, Section B-1, as they relate to a teacher on maternity leave. Additional unpaid leave may be granted to account for long distance adoptions.

2. A teacher with professional teacher status, when adopting a child, shall be granted a leave of absence without pay under similar conditions listed in Article XI, Section B-2, as they relate to a teacher on maternity leave. Additional unpaid leave may be granted to account for long-distance adoptions.

E. 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. 1. 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. Upon resignation or resignation for retirement purposes an employee may donate his/her unused accumulated sick leave to the Sick Leave Bank.

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 (arising out of an accident or an assault arising out of and in the course of the teacher's employment), the teacher will be paid by the school department for medical expenses as well as the difference between the teacher's full salary and payments received under the Massachusetts Workers' Compensation insurance using unused sick leave pro-rated. However, if an employee depletes his/her sick leave days, the School Committee shall grant that employee an unpaid medical leave of absence of up to one year from the date of exhausted 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.

F. 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. Urgent family or business obligations - usually not more than one day. Requests for such leave must be made to the 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.

G. Funeral 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 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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. The observation and evaluation forms and performance standards appearing in Appendix B 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.

B. 1. 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 Superintendent shall ensure class size of the most effective nature for students and teachers. It will be the responsibility and obligation of the Superintendent to make the final decisions as to class size.

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

Plainville Public Schools

FY2024 Salary Schedule (183 days)

(2% all steps, additional 1% top step. Step 15 added M+15-M+60.)

Step	B	B+15	B+30	M	M+15	M+36	M+60
1	52,377	54,367	55,145	57,180	58,176	59,214	60,222
2	55,725	57,738	58,476	60,554	61,590	62,629	64,082
3	58,476	60,554	61,376	63,369	64,448	65,526	66,639
4	61,373	63,496	64,273	66,393	67,431	68,510	69,676
5	64,406	65,614	67,129	69,203	70,241	71,368	72,581
6	67,258	68,341	70,070	72,193	73,272	74,353	75,618
7	70,116	71,281	73,490	75,608	76,732	77,811	79,134
8	73,962	75,306	77,771	80,450	81,748	83,033	84,458
9	77,251	78,115	79,890	82,833	84,128	85,556	87,010
10	79,553	80,444	82,269	85,301	86,638	88,106	89,603
11	81,922	82,840	84,721	87,842	89,218	90,733	92,275
12	84,380	85,326	87,263	90,477	91,895	93,455	95,043
13	87,771	88,756	90,771	94,113	95,123	96,739	98,382
14	88,649	89,644	91,679	95,054	97,501	99,157	100,840
15					98,476	100,149	101,849

FY2025 Salary Schedule (183 days)

(2.5% all steps, additional 1% top step. Step 15 added B-M.)

Step	B	B+15	B+30	M	M+15	M+36	M+60
1	53,686	55,726	56,524	58,610	59,630	60,694	61,727
2	57,118	59,182	59,937	62,068	63,129	64,195	65,684
3	59,937	62,068	62,911	64,953	66,059	67,164	68,305
4	62,908	65,083	65,880	68,053	69,117	70,223	71,418
5	66,016	67,254	68,807	70,933	71,997	73,153	74,396
6	68,939	70,050	71,822	73,997	75,103	76,212	77,508
7	71,869	73,063	75,327	77,498	78,650	79,756	81,112
8	75,811	77,188	79,715	82,462	83,792	85,109	86,569
9	79,182	80,068	81,888	84,904	86,231	87,694	89,185
10	81,542	82,455	84,326	87,433	88,804	90,308	91,843
11	83,970	84,911	86,839	90,038	91,449	93,001	94,582
12	86,489	87,459	89,445	92,739	94,192	95,792	97,419
13	89,965	90,975	93,040	96,466	97,501	99,157	100,842
14	90,865	91,885	93,970	97,431	99,938	101,636	103,361
15	91,774	92,804	94,910	98,405	101,947	103,679	105,439

FY2026 Salary Schedule (183 days)

(2.5% all steps, additional 1% top step.)

Step	B	B+15	B+30	M	M+15	M+36	M+60
1	55,029	57,119	57,937	60,075	61,121	62,212	63,271
2	58,546	60,661	61,436	63,620	64,708	65,800	67,326
3	61,436	63,620	64,484	66,577	67,710	68,843	70,012
4	64,480	66,711	67,527	69,754	70,845	71,979	73,204
5	67,666	68,935	70,528	72,706	73,797	74,981	76,256
6	70,663	71,801	73,617	75,847	76,981	78,117	79,446
7	73,665	74,889	77,210	79,435	80,616	81,750	83,140
8	77,707	79,118	81,708	84,523	85,886	87,237	88,734
9	81,162	82,069	83,935	87,027	88,387	89,887	91,415
10	83,580	84,517	86,434	89,619	91,024	92,566	94,139
11	86,070	87,034	89,010	92,289	93,735	95,326	96,947
12	88,651	89,646	91,681	95,057	96,547	98,187	99,854
13	92,214	93,250	95,366	98,878	99,939	101,636	103,363
14	93,137	94,182	96,320	99,867	102,437	104,177	105,945
15	95,009	96,075	98,256	101,874	105,541	107,334	109,156

A. Longevity Payments:

	Effective 9/1/23	Effective 9/1/24	Effective 9/1/25
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 September 1, 2023, and shall continue in force and effect to and including August 31, 2026.

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

FOR THE ASSOCIATION

Justin Alexander, Chair

Mary Molloy, Co-President

Laura Schoonmaker, Co-President

Brian Foley, PR&R Co-Chair

Linda Leger, PR&R Co-Chair

Naomi Driscoll, PR&R

Kristen Espenhain, PR&R

Anna Horrigan, PR&R

APPENDIX A - STIPENDS

Plainville Public Schools

Stipends	FY24 , 25, 26
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

Stipends	FY24 , 25, 26
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

Stipends	FY24 , 25, 26
Performance-Based Task Development	Hourly rate of \$45
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
Plainville Public Schools
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 FY24-FY26:
 - a. FY 24-26 \$900 Mentor

- b. FY 24-26 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.

FOR THE SCHOOL COMMITTEE

Justin Alexander, Chair

FOR THE ASSOCIATION

Kayli Cartier, Co-President

Mary Molloy, Co-President

Naomi Driscoll, PR&R

Anna Horrigan, PR&R

Plainville Public Schools
APPENDIX C–REPORT CARD AGREEMENT

Report card comments:

- Provide families with a narrative that provides further insight into a few aspects of: learner qualities, social-emotional learning, and academic progress.
- Are able to provide this insight in 125-175 words in total for each respective student to ensure district-wide continuity. If the district-utilized report card platform (ie. School Brains) features a tool or component that provides a word count feature in the report card comment field, the district will utilize this feature.
- Convey enough information to demonstrate knowledge of the individual student, including strengths and areas for growth
- Do not offer specific details on particular tests or detailed feedback on particular class assignments, as there are other avenues for communicating this real-time information with families
- 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

Signatures:

FOR THE SCHOOL COMMITTEE

Justin Alexander, Chair

FOR THE ASSOCIATION

Mary Molloy, Co-President

Brian Foley, PR&R Co-Chair

Naomi Driscoll, PR&R

Kristen Espenhain, PR&R

APPENDIX D
Plainville Public Schools: Educator Evaluation
EVALUATION PLAN FOR 2023-2024

Educator Evaluation Category	TOTAL Required Minimum # Of Observations in 23-24	Required Minimum # Announced in 23-24	Required Minimum # Unannounced in 23-24
NON-PTS EDUCATORS WHO ARE IN YEAR ONE IN 23-24	6	1	5
NON-PTS EDUCATORS WHO ARE IN YEAR TWO OR THREE IN 23-24	4	0	4
PTS EDUCATORS WHO WERE PROFICIENT OR EXEMPLARY IN 22-23	1	0	1
PTS EDUCATORS WHO WERE NEEDS IMPROVEMENT IN 22-23	As per directed growth plan (at least 5)	1	4

Evaluator	Role	When Used
Primary Evaluator	Responsible for the majority of observations, formative and summative evaluations	All educators will be assigned a primary evaluator.
Secondary Evaluator	Will be expected to conduct classroom observations. Will contribute to the primary evaluator's formative and summative evaluations	~When an educator works in two schools ~When an educator works in a special education role, they will have one primary evaluator but may have at least one observation conducted by the Director of Student Services (if the principal is the primary evaluator) or by the principal (if the Director of Student Services is the primary evaluator) ~When an educator works in a specialty role outside of special education (e.g. reading specialists, ELL teacher,

		<p>academic coaches, etc.) they may have a secondary evaluator</p> <p>Educators will always be informed if they have a secondary evaluator prior to that evaluator conducting an observation</p>
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ADDITIONAL INFORMATION

1. PTS educators will have one observation on or before February 1st, 2024
2. Non-PTS educators will have their first observation on or before November 17, 2023
3. Any educator on a directed growth plan will have their first observation on or by November 17, 2023
4. Any PTS educator may request an additional observation (beyond the one that is required)
5. Any evaluator may conduct more than the minimum number of observations

Signatures:

FOR THE SCHOOL COMMITTEE

Justin Alexander, Chair

FOR THE ASSOCIATION

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Mary Molloy, Co-President

Linda Leger, PR&R Co-Chair

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