

**CONTRACT BETWEEN**  
**THE PLYMPTON SCHOOL COMMITTEE**  
**AND THE**  
**PLYMPTON TEACHERS ASSOCIATION**  
**2022-2025**

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## **AGREEMENT**

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is made this 1st day of July 2021, by the School Committee of the Town of Plympton, Massachusetts (hereinafter referred to as the Committee) and the Plympton Teachers Association (hereinafter referred to as the Association).

### **ARTICLE I PREAMBLE**

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Plympton, and that good morale within the professional staff of the Plympton School System is essential to the achievement of that purpose, we, the undersigned parties to this Agreement, declare that:

1. Under the Laws of Massachusetts, the Committee, elected by the citizens of Plympton, has the final responsibility for establishing the educational policies of the Plympton School System;
2. The Superintendent of Schools of Plympton has the responsibility for carrying out the policies so established;
3. The professional staff of the Plympton School System has the responsibility for providing education of the highest possible quality;
4. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and a free exchange of views and information between the Committee and the Administration, and the professional staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the professional staff; and so,
5. To give effect to these declarations, the following principles and procedures are hereby adopted:

### **ARTICLE II RECOGNITION**

For purposes of collective bargaining with respect to wages, hours, standards of productivity, performance and other conditions of employment, the Committee recognizes the Association as the exclusive bargaining agent and representative of all regular full-time and part-time professional employees including nurses, part-time professional employees who are shared with other school systems in the Superintendency, Union 31 working one-fifth or more of a regular work week with the Plympton School System; excluding all aides, substitute teachers, administrators, managerial and confidential employees and all other employees of the Committee.

**ARTICLE III  
FAIR PRACTICES**

- A. As the sole collective bargaining agent, the Association will bargain for all employees covered by this Agreement without regard to race, color, religion, national origin, political activities, association activities, sex, sexual orientation, gender identity, marital status, pregnancy, pregnancy-related condition, disability, age, or previous affiliation with other teaching organizations.
- B. The Committee and the Association agree that there will be no discrimination in the hiring of employees or in their training, assignment, promotion, transfer, or discipline because of race, color, religion, national origin, political activities, association activities, sex, sexual orientation, gender identity, marital status, pregnancy, pregnancy-related condition, disability, or age.
- C. It is further agreed between the Association and the Committee that the principles agreed to in this Article shall be in compliance with State and Federal laws and/or regulations concerning discrimination.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

- A. Definitions:
  - 1. A grievance is:
    - a. an alleged violation of one or more terms or provisions of the Agreement; or
    - b. a dispute over the interpretation or application or any of the provisions of this Agreement.
  - 2. An aggrieved party is the person (or persons) making the claim.
  - 3. A party in interest is the person (or persons) making the claim or any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
  - 4. All reference to "days" in this Article shall mean school days which are defined as days on which school is in session for students.
- B. Purpose:
  - 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.
  - 2. Nothing herein contained will be construed as limiting the right of any individual

having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such discussion and to state its views.

C. Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If, at the end of ten (10) days after the occurrence of any grievance, or from the date when the grievant(s) should have reasonably become aware of said occurrence, the grievance shall not have been presented at Level One of this procedure, the grievance shall be deemed to have been waived. Any grievance in course shall also be deemed to have been waived if the action required to present it to the next level in procedure shall not have been taken within the time specified therefor.

In the event that a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be mutually reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

**Level One:** The aggrieved party shall present his/her grievance, in writing, on the form which is Appendix D, to the Principal requesting that a meeting be held in regard to the grievance. In the event that the individual is not directly responsible to an individual Principal, then he/she will present it to his/her immediate Supervisor.

**Level Two:** If, at the end of the five (5) days next following such presentation, the grievance shall not have been resolved to the employee's satisfaction, the employee may, within five (5) days thereafter, file with the Professional Rights and Responsibilities Committee the written grievance which shall be reviewed with the employee by said Committee; and if after such review the employee shall so desire, the grievance shall be presented within five (5) days to the Superintendent. The Superintendent or his/her designee shall, within five (5) days thereafter, meet with the employee and the Association authorized representative in an effort to settle the grievance.

**Level Three:** If, at the end of five (5) days following the Level Two meeting, the grievance shall not have been resolved to the employee's satisfaction, the employee shall, if he/she intends to pursue the grievance, within five (5) days thereafter request and have a review of the grievance by the P.R. & R. Committee. If after such review the employee shall so desire, the grievance shall be submitted within five (5) days to the School Committee. Within ten (10) days the School Committee shall meet with the employee and

the Association authorized representative in an effort to settle the grievance.



**Level Four:** If, at the end of ten (10) days following the Level Three meeting the grievance shall not have been resolved to the satisfaction of the grievant, the Association may give written notice to the School Committee of its intent to proceed to Arbitration within five (5) days following the conclusion of such period of ten (10) days. After five (5) days following such notification, the Association will have ten (10) days to submit the grievance to the American Arbitration Association for disposition in accordance with the applicable rules of the American Arbitration Association. The expenses of such arbitration shall be shared equally by the School Committee and the Association, and the award made shall be final and binding upon the School Committee, the Association, and the aggrieved employee except for review or confirmation as is provided by Massachusetts General Laws.

The Arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Paragraph A of this Article and submitted to him/her in accordance with the provisions contained in this Article. The Arbitrator will be without power or authority to add to, or subtract from the language and/or terms of this Agreement. The Arbitrator will be without power or authority to make any decision or award which violates case law or statutory law, or any rules and regulations issued under the authority of the Commonwealth of Massachusetts or of the United States or which requires the commission of an act prohibited by law or which violates any of the terms of this Agreement.

For such matters of this Agreement which have been specifically excluded from the grievance and arbitration procedures, and/or for matters which occurred prior to the effective date of this initial Agreement, the Arbitrator shall not be permitted to hold hearings, to take evidence, or render a decision.

No Arbitrator shall have authority or power to make any settlement retroactive beyond ten (10) working days prior to the date on which said grievance was first initiated at Level One herein before explained in this Article.

D. General Provisions:

1. If, in the judgment of the P.R. & R. Committee a grievance affects a group or class of employees, the P.R. & R. Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will be commenced at Level Two. The P.R. & R. Committee may process such a grievance through all levels of the Grievance Procedure if a majority of those affected so desire.
2. Decisions rendered at Levels One, Two, and Three of the Grievance Procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and the Chairman of the P.R. & R. Committee.
3. Unless requested to do otherwise by the employee in question, any documents, communications and records dealing with the processing of a grievance will be kept

in the strictest confidence and will not be made available to potential employers or others inquiring about said employees.

4. No reprisal will be taken by the Committee or by any member of the Administration against any party in interest, any school representative, any member of the Professional Rights and Responsibilities Committee, or any other participant in the Grievance Procedure, by reason of such participation.
5. Decisions which are left to the discretion of the School Committee shall not be subject to the Arbitration provision of this Agreement unless they were arbitrary, capricious, or discriminatory.

#### **ARTICLE IVa CONTINUITY OF OPERATIONS**

- A. No public employee or employee organization shall engage in a strike, as defined in Massachusetts General Laws, Chapter 150E, and no public employee or employee organization shall induce, encourage, or condone any strike, work stoppage, slowdown, or withholding of services by such public employees.
- B. Employees who participate in any such strike may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement, except as to the issue of whether or not the employee has engaged in any of the activities prohibited above.

#### **ARTICLE V SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part thereof.
- B. All employees covered by this Agreement will be paid twenty-six (26) equal payments commencing with the start of the school year.
- C. If a day's pay is to be deducted, it shall be at the rate of 1/184th of the individual's basic salary.
- D. Upon initial employment, teachers and the school nurse shall be placed on the proper column of the salary schedule consistent with their degree status. The step placement on the salary schedule of a newly hired teacher or school nurse shall be determined by the Superintendent, and said determination shall not be subject to the Arbitration provision of this Agreement.
- E. In order for an employee to be eligible to receive an increment he/she shall have worked ninety-two (92) days during any given school year. This shall be in addition to any other requirements for receiving increments provided for in this Agreement.

- F. In order to be placed on a new salary column, an employee must submit his/her request for such placement to the Superintendent, and must supply justification in the form of transcripts, copies of degrees, or other certified documents.
- G. In September of each year, all credits requiring a salary column change will result in an effective date of the first pay period of that school year for such salary column change, provided, however, that each teacher or school nurse submits his/her request and evidence prior to October 1. During the remainder of the school year, a salary column change will become effective as of January 1 of that school year where the teacher or school nurse has not already had a lane change in that school year. In the event that a lane change has already occurred in that school year, the additional lane change will occur in the following school year.
- H. A new hire shall be given a copy of the current salary schedule in the Collective Bargaining Agreement between the Plympton School Committee and the Plympton Teachers Association along with the first Contract.
- I. The Plympton School Committee will examine with the Town of Plympton the possibility of having a teacher's accumulated sick leave on the teacher's payroll check stubs.

## **ARTICLE VI CLASS SIZE**

The Committee and the Association agree that a desirable maximum class size for K (kindergarten) is twenty (20) students and that a desirable maximum class size for students Grades 1-6 is twenty-five (25), and to the extent possible, such class size will be maintained. The designation of the number of students per class is not to be construed as a limitation on the Committee as to any given number of students per class. The Administration will make reasonable efforts to equalize the number of students assigned to each class giving special consideration to educational needs and plans of individual students.

**ARTICLE VII**  
**PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

- A. The Committee will pay all expenses (including fees, meals, lodging and/or transportation) incurred by each teacher or school nurse who attends workshops, seminars, conferences, or other professional improvement sessions at the request of and with prior approval of the Superintendent or his/her designee and/or the School Committee.
- B. Up to three (3) Professional days that include but are not limited to seminars, workshops and conferences may be granted with the prior approval of the Superintendent. The Superintendent's decision shall not be subject to the Arbitration provisions of this Agreement. The days requested shall reflect the Professional Development Plan of the individual teacher or school nurse. All reasonable costs shall be reimbursed by the Committee and an effort will be made to equitably approve requests. Additional days may be granted by the Superintendent. Teachers or school nurse will request professional days on the form attached as Appendix C. The Superintendent or the Superintendent's designee shall either approve or deny the professional day request in writing and return the form to the teacher or school nurse in a timely manner.
- C. All teachers or the school nurse in the Plympton School System shall be reimbursed the cost of tuition for successfully completing two (2), three (3), or four (4) credit courses during a fiscal year (July 1 through June 30), provided that prior approval is given by the Superintendent.

Criteria for Approval of Courses:

- 1. To meet re-certification requirements,
- 2. To address Professional Development Plan requirements as per State,
- 3. To fulfill teacher or school nurse goals,
- 4. To fulfill district or school goals,
- 5. To address areas of performance deficiency, and
- 6. Other courses or workshops as approved by the Superintendent.

The following conditions must be adhered to:

- 1. No reimbursement shall be made until after an official transcript of the course and semester hours earned is received from the institution by the Superintendent of Schools.
- 2. No reimbursement shall be made unless each course is completed satisfactorily (a grade of B or better must be obtained).
- 3. A Pass-Fail course may not be taken for reimbursement if a letter grade is available. If no letter grade is available in Pass-Fail situations, a grade of Pass must be received.

4. All course work must be taken at colleges and universities accredited by a regional or national accrediting association. However, special courses may be taken at other institutions, subject to prior approval of the Superintendent of Schools.
  5. A maximum amount of remuneration for said courses that a teacher or school nurse can receive in a contract year is as follows:
    - a. One Thousand Three Hundred Fifty Dollars (\$1,350.00) for courses in a degree program or non-degree program in which the teacher or school nurse is enrolled in the school year.
- D. Teachers without professional teacher status and hired after July 1, 2008 may be required to take one (1) course determined by the Administration within the first three (3) years of employment. If the course is not part of a degree program, the district will pay for the cost of the course outside of Article VII, Section C of the contract. The cost of graduate credit will be reimbursed in accordance with Article VII, Section C of the contract. Reasonable advance notice of the required course will be provided to the teacher to the extent possible.
- E. When a professional development day falls on a day that a part time employee does not work, if the employee should choose to attend the P.D. day, the employee will be compensated for the time worked on that day at his/her regular hourly rate.

## **ARTICLE VIII TEACHING HOURS**

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to engage in professional activities related to learning of the children of Plympton with the understanding that children learn in a variety of ways during the school day, and his/her energies should be directed and utilized to this end.
- B. The work year is as follows:
1. The work year for teachers (other than new personnel who may be required to attend additional orientation sessions) will begin no earlier than the Monday preceding Labor Day and terminate no later than June 30, but will, in no event be longer than four (4) more than the number of days when pupils are required to be in attendance by State Law. The work year will include days when pupils are in attendance, orientation days at the beginning of the school year, and any other days in which teacher attendance is required. In-service programs held on early release days are to be considered a part of the normal workday and work year.
  2. In the event that the present one hundred and eighty (180) school days or length of the day requirement is increased and mandated but not funded by the State, the Committee will reopen this section of Article VIII only.
  3. The school year is one hundred eighty four (184) days total, with one hundred eighty (180) days with students and four (4) professional development days.

- C. Employees shall report twenty (20) minutes before the formal opening of school and remain eighteen (18) minutes after the formal closing thereof. The starting and dismissal time for students shall be established by the School Committee, provided, however, that no change in the present schedule will increase the length of the teacher workday as defined above, and provided further that in the event the Committee wishes to lengthen the teacher workday the Committee shall negotiate with the Association. On Friday and on days before holidays and vacations, teachers may leave fifteen (15) minutes after the final closing of school. On early release days, the formal closing of school shall be considered as the other days of the week.
- D. Teachers may be required to attend up to five (5) evening meetings each school year. The Principal may call as many staff meetings before and after school as needed, Monday through Thursday. The total time for the staff meetings shall not exceed three (3) hours beyond the normal workday per month. Reasonable notice shall be given except in emergencies.
- E. Teachers shall be guaranteed a twenty-five (25) minute duty-free lunch period each day, and the teachers agree to cover for each other when necessary to implement this provision. The Association recognizes that aides may not be available to assist the teachers at lunch time.
- F. In assigning extra duties, the Principal shall make reasonable efforts to distribute them equitably among the regular teachers and specialists. The Principal may exempt the School Psychologist from these duties. Principal decisions under this paragraph shall not be subject to the Arbitration provision of this Agreement.
- G. Teachers shall be guaranteed a minimum of two (2) hours preparation time per five (5) day week averaged over the course of the year. This preparation time shall be in addition to the lunch period (reference VIII E.) and shall be within the student day. Early release days shall be considered as the other days of the week.
- H. All participation in extra-curricular activities occurring beyond the regular school day shall be voluntary except that activities beyond the regular school day that have been required of teachers of special subjects such as Music, prior to the effective date of this initial Agreement shall continue to be required by the Committee. The Committee, in its discretion, may pay the advisors of some extracurricular activities. The rate of pay for stipends for clubs, intramurals, and other extracurricular activities shall be twenty-five dollars (\$25.00) per hour. The exercise of said discretion shall not be subject to the Arbitration procedure of this Agreement.
- I. With the Principal's approval, teachers may be allowed to leave early on any given workday. His/her decisions shall not be subject to the Arbitration provision of this Agreement.
- J. Professional Development activity requested by the School Committee shall be voluntary.

- K. Tutor Rate: Twenty dollars (\$20.00) per hour.

**ARTICLE IX  
TEACHER ASSIGNMENT AND TRANSFER**

- A. In order to assure that pupils are taught by teachers working within their areas of competency, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate.
- B. Teachers will be notified, in writing, of their program for the coming school year, including the grades and/or subjects that they will teach, and any special or unusual classes that they will have, as soon as practicable, and under normal circumstances, before the close of school in June. Administrative changes may be made, due to unforeseen circumstances.
- C. Changes in grade or subject assignment will be made after consultation with the teacher involved. When an involuntary transfer or reassignment is necessary the least senior teacher will be considered.
- D. Teachers who desire a transfer in subject matter or grade level will file a written statement of such desire with the principal not later than April 1. Such statement will include the subject or grade to which the teacher desires to be assigned and the reasons for the request. As soon as is practicable, but prior to the close of school in June, the teacher will be notified, in writing, by the principal, of any action taken with regard to the request for transfer.

**ARTICLE X  
VACANCIES AND NEW POSITIONS**

Whenever any vacancy occurs in a professional position that the School Committee and/or the Superintendent or his/her designee determines shall be filled by School Committee appointment, or in the event that the School Committee creates a new professional position, the following procedure will be followed.

1. Such a position will be adequately publicized for at least fourteen (14) calendar days, including a notice in the school. During the summer, written notice of such vacancy or new position shall be sent to the President of the Association.
2. Notice of vacancies shall set forth the minimum qualifications for the position, a description of the duties for the position, the rate of compensation, and the final date for filing applications.
3. Employees interested in said vacancies or new positions shall apply, in writing, to the Superintendent within the posting period.

4. Any qualified individual, whether or not employed by the Committee, who wishes to apply to fill such a vacancy or new position, shall be given an adequate opportunity to do so.
5. The Committee agrees to give due consideration to the professional background and attainment of all applicants, and length of time each has been in the School System, and other relevant factors. Consideration will be given to qualified employees of the Committee. Each employee applicant not selected will receive a written notification of the action taken by the Committee.
6. Nothing in this Agreement shall prevent the Committee from making acting appointments until positions can be filled with permanent appointments as provided in this Agreement.
7. In the event a newly hired employee resigns less than thirty (30) days prior to assuming his/her duties, an alternate applicant may be recommended by the Superintendent for hire without re-posting the position as vacant.
8. Appointments will be made without regard to race, creed, color, religion, nationality, sex, or marital status, pregnancy, pregnancy-related condition, disability, gender identity or sexual orientation.
9. Final determinations made by the Superintendent in filling the aforesaid vacancies or new positions shall not be subject to the Arbitration provision of this Agreement.

#### **ARTICLE XI RELIEF FROM NON-PROFESSIONAL DUTIES**

The Committee and the Association acknowledge that a teacher's primary responsibility is to engage in professional activities, and that his/her energy should, to the extent possible, be utilized to this end. Therefore, the teachers shall not be required to perform the following tasks whenever possible:

The cleaning of walls, windows, or any other fixtures. Teachers may be required to supervise the cleaning of desks, chairs, and tote trays.

#### **ARTICLE XII TEACHER EVALUATION**

The negotiated evaluation system is attached as Appendix B.



**ARTICLE XIII  
TEACHER FACILITIES**

The School Committee shall provide the following facilities for teachers:

1. A classroom communication system so that teachers can communicate with the main office.
2. A faculty bulletin board in the faculty lounge for the purpose of displaying notices, circulars, and/or Association material.

**ARTICLE XIV  
USE OF SCHOOL BUILDINGS**

The Association will have the right to use the school building at reasonable times for Association meetings in accordance with School Committee policy. Arrangements will be made with the principal in advance of the time and place of all such meetings.

The Association shall be permitted to use the teacher or school nurse mailboxes in the main office for the purpose of distributing Association materials to the members.

**ARTICLE XV  
SICK LEAVE**

- A. Teachers and the school nurse absent during the school year because of personal illness, injury, or disability which prevents them from working, will report in accordance with procedures established by the Superintendent of Schools, shall receive pay for such absence under the following conditions:
  1. First year teachers or school nurse shall accrue sick leave at the rate of one and one-half (1 1/2) days per month of active employment beginning with their first day of service. Every other teacher or school nurse shall be granted an annual sick leave of fifteen (15) days on the first day of school. A teacher or school nurse who is on sick leave for an entire school year shall not be granted fifteen (15) sick days on the first day of the next school year. Sick Leave shall be prorated for part-time employees.
  2. A teacher or school nurse who is on an unpaid leave of absence shall not earn additional sick leave during the period of such leave.
  3. The UNUSED sick leave days earned in the preceding years will accumulate and be added to the current year's allowance.
- B. A doctor's certificate may be required by the Superintendent for benefits under the sick leave plan. The School Committee may require an additional medical certificate, at its own

expense, from the employee's doctor or from another doctor of whom the School Committee approves.

- C. In case of merit, the School Committee may allow sick leave beyond the above limitations. Such a School Committee decision shall not be subject to the Arbitration provision of this Agreement.
- D. The School Committee may grant a leave of absence without pay or increment for health reasons. Such a School Committee decision shall not be subject to the Arbitration provision of this Agreement.
- E. The Committee agrees to inform any teacher or school nurse, upon request, of the number of unused, accumulated sick days they have as of the date of the request.
- F. Teachers and the school nurse will be allowed to draw up to five (5) days per year from their accumulated sick leave for illness or injury to a member of their immediate family, which requires their presence. Immediate family for this provision shall include their spouse, children, or parent. Additional days may be granted at the discretion of the School Committee.
- G. Each teacher or school nurse will be given an annual statement of his/her accumulated sick leave within four (4) weeks after the beginning of the school year or with the first payroll check.
- H. Teachers and the school nurse shall retain sick leave accumulation earned prior to the effective date of this initial Collective Bargaining Agreement.
- I. "Sick Leave Bank"
  - 1. Teachers and the school nurse, at their discretion, may donate additional sick days to the sick bank if the bank dips below three hundred sixty (360) days. The Association and its members can donate up to, but no more than, one hundred eighty (180) days. If the Association's members do not voluntarily donate sufficient days to fund the bank, every member of the professional staff shall each contribute one (1) sick day.
  - 2. The sick leave bank shall be administered by the Sick Leave Bank Committee comprised of four (4) members, who shall be appointed annually. Two (2) of whom shall be members of the School Committee and two (2) of whom shall be appointed by the Plympton Teachers Association (not to include the union president). If a Sick Leave Bank Committee vote on any matter results in a tie, the matter under consideration shall not be approved or adopted. In the event of a tie, the employee may ask that the Association President and Superintendent vote on the matter. If the result is still a tie, the matter shall not be approved or adopted.

An employee seeking to access Sick Leave Bank Days shall provide a written request to the Superintendent who shall forward such request to the Sick Leave Bank Committee. The request shall be accompanied by a detailed written statement from the treating physician indicating the nature of the illness or injury and probable date of return to work. The Sick Leave Bank Committee shall meet to consider the request within 10 school days following the receipt of a request.

The following criteria shall be used by the Sick Leave Bank Committee in administering the sick bank and determining eligibility and amount of leave:

- a. Adequate documented medical evidence of serious illness or injury, and
  - b. Prior utilization of all eligible sick leave.
3. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible employee shall not exceed thirty (30) days
  4. Upon completion of the initial period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
  5. Unused sick bank days shall be carried over from year to year.

J. Attendance Incentive

1. At the end of each school year the Committee will make payment of two hundred and fifty dollars (\$250) to teachers or the school nurse who have used zero (0) sick days and one-hundred dollars (\$100) to each teacher or school nurse who has used one or two (1 or 2) sick days during school year. Days taken for illness and not professional or personal days will be used in calculating this benefit.

- K. Upon application for, approval of, and receipt of superannuation or disability retirement benefits under Massachusetts retirement laws or death, a teacher or school nurse or their estate shall be entitled to receive forty percent (40%) of one hundred (100) days of accumulated sick days based on the teacher's or school nurse's then current placement on the salary schedule. There shall be a cap of eight thousand (\$8,000.00) dollars.

**ARTICLE XVI  
TEMPORARY LEAVES OF ABSENCE**

Teachers or the school nurse will be entitled to the following temporary leaves of absence, with pay, each school year:

A. Personal Business Leave

1. It is recognized that absence of a teacher interrupts the education process and must, therefore, be held at a minimum. It is understood that teachers will make a sincere effort to attend to their personal business on non-working days and that requests for personal business leave will be submitted only when a sincere effort has been made

by the teacher to schedule personal business so as not to interfere with his/her work commitment.

2. Teachers and the school nurse shall be granted three (3) days for personal business which cannot be conducted on a non-school day or during non-school hours.

Personal business days shall not be used to extend vacations or holidays, nor shall they be taken at the beginning or end of the school year (except in the case of an emergency). Exceptions to this may be granted at the discretion of the Superintendent. The Principal will consider a request from a teacher or school nurse for one of his/her personal days to be taken in half day increments; provided that, the Principal is able to find an adequate substitute or an available aide to cover the absence. In the event that no coverage is available, the teacher or school nurse shall have the option of taking a full personal day. Such decision(s) shall not be subject to the Arbitration provisions of this Agreement.

B. Bereavement Leave

1. Five (5) consecutive days of bereavement leave shall be granted to an employee upon the death of anyone in the employee's immediate family. A maximum of five (5) consecutive days' leave, with pay, will be granted for each individual and separate bereavement during the school year. Up to an additional two (2) days with pay may be granted by the Superintendent. This time shall not be deducted from, but shall be in addition to any other leave provisions. For purposes of this Section, immediate family is defined as: the employee's spouse, child, parent, parent-in-law, brother, sister, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, or stepchildren.
2. All employees who have a death in their spouse's immediate family, including and limited to said spouse's grandparent, niece or nephew, or in said employee's own family including, and limited to said employee's aunt, uncle, niece, nephew, shall be allowed paid leave for two (2) days. The Superintendent may, in his/her sole discretion, grant additional bereavement leave under unusual circumstances. Said decision by the Superintendent shall not be subject to the Arbitration provision of this Agreement.

C. Time necessary for appearances in any legal proceeding connected with the teacher's or school nurse's employment with the School System.

D. Two days' leave to observe religious holidays not scheduled in the school calendar, and an additional day to be granted at the discretion of the Superintendent. Decisions made hereunder shall not be subject to the Arbitration provision of this Agreement.

E. Military Leave

Military Leave will be granted to any teacher or school nurse in accordance with applicable State and Federal Law.

F. Jury Duty

Teachers and the school nurse shall be granted the time necessary to serve on Jury Duty. Salary paid by the Plympton School Committee shall be the teacher's daily rate less any money paid by the county for such Jury Duty.

G. Small Necessities Leave Act

Leave will be granted in accordance with the provisions of the Small Necessities Leave Act.

F. Domestic Violence Leave Act

Leave will be granted in accordance with the provisions of the Domestic Violence Leave Act.

**ARTICLE XVII  
EXTENDED LEAVES OF ABSENCE**

- A. A leave of absence without pay of up to two (2) years will be granted to any professional teacher or school nurse who joins the Peace Corps or serves as an exchange teacher or an overseas teacher, and is a full-time participant in any of such programs. Upon return from such leave, the School Committee will determine whether to grant any additional credit for placement on the salary schedule beyond the placement held by the teacher or school nurse prior to the leave. Such decisions shall not be subject to the Arbitration provision of this Agreement.
- B. Military Leave will be granted to any teacher or school nurse in accordance with applicable State and Federal law.
- C. Upon return from any leave, a teacher or school nurse will be assigned to a position for which they are qualified according to the current Collective Bargaining Agreement.
- D. All benefits to which a teacher or school nurse was entitled at the time his/her leave commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return.
- E. All requests for extensions or renewals of leaves will be applied for and granted or denied in writing.
- F. Other leaves of absence may be granted by the Superintendent. Such leaves may include leaves for the purpose of child rearing. Such a Superintendent decision shall not be subject to the Arbitration provision of this Agreement.
- G. Any teacher or school nurse on extended leave, who intends to return, must notify the Superintendent of Schools in writing by April 1 prior to the September in which they plan to return. Failure to notify on the above date will result in forfeiture of position.

**ARTICLE XVIII  
PARENTAL LEAVE**

Any full time or part time employees who have been employed for at least three consecutive months by the Plympton School System shall be granted a Massachusetts Statutory Parental Leave (MGL Ch. 149, S105D) without pay or increment, but with entitlement to sick leave benefits for disability resulting from childbirth during the period of such leave for up to twelve (12) weeks.

Under F.M.L.A. employee who has been employed for at least one year as a full-time employee,

who is absent from such employment for a period not exceeding twelve (12) weeks of parental leave for the purpose of giving birth, bonding with a child delivered through a surrogate, or for the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled), for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any 2 employees of the school system shall only be entitled to 12 weeks of parental leave in aggregate for the birth or adoption of the same child, and who shall give thirty (30) days' notice to the school system of his/her anticipated date of departure and intention to return, shall be restored to his/her original position with the same status, pay, length of service credit, and seniority, wherever applicable as of the date of his/her leave. Said employee shall be eligible to draw upon her accumulated sick leave for certified disability for pregnancy, childbirth, and recovery therefrom or for bonding with a child delivered through a surrogate, during the period of this leave. Time Periods for leave under the Parental Leave Act and FMLA run concurrently.

## **ARTICLE XIX SABBATICAL LEAVE**

- A. The Committee, upon recommendation of the Superintendent of Schools, may grant a Sabbatical Leave for approved study, research, or travel to members of the teaching staff and school nurses who have completed at least seven (7) years of experience in the Plympton School System.
- B. Prior to the granting of such a Sabbatical Leave, the applicants shall enter into a written agreement with the Committee that, upon termination of such leave, (s)he will return to service in the Plympton School System for a period equal to twice the length of such leave, and that in default of completing such service, (s)he will refund to the Plympton School Committee the amount equal to such proportion of salary received by him/her while on leave, as the amount of service not actually rendered, as agreed, bears to the whole amount of service which was agreed to be rendered.
- C. Applications for Sabbatical Leave shall be submitted to the Superintendent, in writing, and in such form as may be required by the Superintendent, no later than January 31. The applicant will be notified if his/her application has been approved by the following April 1 of the school year previous to the school year for which the leave is being requested.
- D. The period of time associated with the Sabbatical Leave, shall be considered an equivalent period of regular professional service in the Plympton School System for purposes of salary determination, and the scheduled annual increments will be given on this basis.
- E. The recipients of Sabbatical Leave shall retain professional status and all other prescribed rates or benefits which would otherwise be theirs if they were actively teaching in the Plympton School System during the period of leave.
- F. A recipient of Sabbatical Leave must serve for an additional seven (7) years of service in the Plympton School System before being eligible for a second Sabbatical Leave.

- G. Sabbatical Leave of Absence shall not be granted for less than one (1) full semester, and more than one (1) full school year.
- H. A recipient shall be entitled to receive, as compensation during his/her Sabbatical Leave, the amount of one-half (1/2) the salary which (s)he would have earned in the service of the Plympton School System, if (s)he had not been on Sabbatical Leave. For a teacher, salary shall include the total annual salary pursuant to Appendix A of this Agreement.
- I. The decisions of the School Committee with respect to Sabbatical Leaves shall not be subject to the Arbitration provision of this Agreement.



**ARTICLE XX**  
**LEAVE REPLACEMENT (Full Year Substitute)**

- A. This Agreement applies to those situations where it is anticipated that a teacher in the bargaining unit is expected to be in an approved leave status for the entire school year.
- B. The teacher, replacing the teacher on an approved leave, will be hired on the teacher BA column at Step 1 from the first day of work in the position.
- C. The teacher will only receive seniority for the leave replacement year if the teacher is hired for the subsequent school year, and throughout the leave replacement year the teacher was certified by the D.E.S.E. for the position that he/she was filling.
- D. The teacher will be entitled to eight (8) sick leave days. This sick leave is non-accumulative if the teacher is employed beyond that school year.
- E. The teacher will be entitled to one personal day. This personal day is non-accumulative if the teacher is employed beyond that school year.
- F. If the teacher receives health insurance, it will be at the same contribution rate as any other teacher in the bargaining unit.
- G. The teacher may be evaluated during the school year, but there is no guarantee or contractual requirement that any evaluation occur during the leave replacement year.
- H. The School shall have the right to discipline the teacher during the school year, including, but not limited to, termination of employment as an at-will employee under M.G.L. c. 71, s. 42. The teacher may not access the grievance procedure between the School Committee and the Association for the purpose of contesting, grieving, or arbitrating said disciplinary action.
- I. The School has the right to determine not to re-hire the teacher at the end of the school year without the teacher having the right to access the grievance procedure between the School Committee and the Association for the purpose of contesting, grieving, or arbitrating the School's decision to non-renew the teacher.
- J. The School will offer Professional Development opportunities to the teacher during the School Year provided that there is available space in the classes or workshops.

**ARTICLE XXI  
INSURANCE AND ANNUITY PLAN**

- A. The School Committee will pay fifty percent (50%) of the cost of the following types of insurance coverage:
  - 1. A minimum of twenty-five thousand (\$25,000) dollars of term life insurance of the type currently available to teachers and school nurse through Town plans.
  - 2. Individual or family medical insurance of the type currently available to teachers and the school nurse. The Committee agrees that the level of benefits shall be substantially equal to the present level of benefits provided by Blue Cross and Blue Shield through Town plans.
  
- B. Any teacher or school nurse who is on an extended leave of absence may continue group health and life insurance while on leave. If the extended leave is without pay, in order for the teacher or school nurse to continue in the group insurance plan, (s)he must pay the full premium cost, unless the provisions of M.G.L. c. 32B, s. 7A(b) apply (i.e., the leave is due to illness of such employee and not because of illness of the employee's immediate family).
  
- C. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the Arbitration provision of this Agreement.
  
- D. Teachers and the school nurse will be eligible to participate in a tax-sheltered annuity plan established pursuant to United States Public Law #87-370.
  
- E. Retired teachers or the school nurse are eligible to remain in group insurance plans as determined by Town plans.
  
- F. The Committee agrees to provide Section 125 Plans as follows:
  - a. Pretax Insurance Premium Payments,
  - b. Dependent Care Account Plan and
  - c. Medical Care Account Plan

A teacher or school nurse who elects to participate in the Dependent Care Account Plan and/or the Medical Care Account Plan is responsible for paying the monthly individual administrative cost of either or both of these Plans.

**ARTICLE XXII  
PROTECTION**

- A. Teachers and the school nurse will immediately report all cases of assault suffered by them in connection with their employment to the Principal, in writing.

- B. This report will be forwarded to the Superintendent who will comply with any reasonable request from the teacher or school nurse for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher or school nurse, the police, and the courts.
- C. Whenever a teacher or school nurse is absent from school as a result of personal injury caused by an accident occurring in the course of his/her employment, full salary will be paid until the teacher's or school nurse's eligibility for Workmen's Compensation is certified and payments have commenced.

If the teacher or school nurse receives Workmen's Compensation under the regulations of M.G.L. c. 152, § 69, the School Committee agrees to pay the difference between full pay and Workmen's Compensation. Salary payments from their available sick leave will be one third (1/3) day sick leave for each day of absence for as long as they have sick leave accumulation.

**ARTICLE XXIII  
PAYROLL DEDUCTIONS**

- A. The Committee will deduct from the salaries of teachers and the school nurse, dues for the Plympton Teachers Association, the Massachusetts Teachers Association, and the National Educational Association as said teachers and the school nurse, individually and voluntarily, authorize, in writing, the Committee to deduct and to transmit monies promptly to such Associations.
- B. A teacher and the school nurse will be eligible to participate in payroll deductions for payment to a credit union agreed to by the Association and the Committee.
- C. Teachers and the school nurse will be eligible to participate in a payroll deduction plan for Savings Bonds.

**ARTICLE XXIV  
COMMITTEE RIGHTS**

- A. This Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of employees covered by this Contract.
- B. The parties recognize that the School Committee is a public body established under and with powers provided by the General Laws of the Commonwealth of Massachusetts, and that nothing in this Agreement shall derogate from those powers and responsibilities of the Committee. The Committee retains those rights, powers, and duties they now have, may be granted, or have conferred upon them by the General Laws of the Commonwealth.

- C. The parties further recognize and agree that except as otherwise specifically relinquished, abridged, or limited by the Agreement, the Committee continues to retain, whether exercised or not, the right, power, and authority to exercise in its sole discretion, the duties, powers, responsibilities, and right provided by the law of Massachusetts and applicable rules and regulations of administrative agencies issued under such laws.
  
- D. The Association recognizes that the Committee has the responsibility for establishing and implementing educational policies of the public schools covered by this Agreement, for the management of such schools, and the direction of their operation.

**ARTICLE XXV  
REDUCTION IN FORCE**

1. Introduction

In the event that the School Committee determines to reduce the number of employees in the bargaining unit, the procedure set forth hereinafter shall apply.

2. General

- a. The Committee shall determine the position or positions to be eliminated or reduced in hours and shall so advise the Association and the affected employee in writing.
  
- b. The Superintendent shall terminate or not renew the employment of those teachers who have not attained professional teacher status, provided that such termination or non-renewal will permit the staffing of all anticipated positions by certified teachers with professional teacher status.
  
- c. If implementation cannot be fully accomplished as provided in Paragraph (b) hereof, the Superintendent shall terminate the employment of those teachers who have attained professional teacher status based on job performance and the best interest of the students and whose termination will permit the staffing of all anticipated positions by certified and qualified teachers. A teachers' job performance and a student's best interest shall be defined as indicators of job performance, including overall ratings resulting from comprehensive evaluations conducted consistent with M.G.L.,c.71, s. 38 and as compared to other teacher's past summative overall evaluation ratings in the targeted discipline in the prior six (6) year period. No distinction shall be made between the overall performance ratings established by the board of elementary and secondary education finding that the teacher has met or exceeded acceptable performance standards developed under said §38 and that are defined by the board as proficient and exemplary.
  
- a. If the above factors are equal the seniority list shall apply.

3. Definitions

Area - All teachers with elementary certification (K-6) will be considered as the

same area.

Seniority - Seniority shall be defined as the length of continuous service in the Plympton Public Schools. Seniority shall be computed from the first day of work (not hiring date) by the Plympton School Committee of a member of the bargaining unit.

In the event of a tie or ties, seniority shall be determined by the drawing of lots by such employees.

Certification - Official credentials from the Massachusetts State Department of Education, Bureau of Teacher Certification.

Temporary Appointments - Teacher appointments which are not expected to continue longer than one (1) school year. (Example: positions of teachers on leave of absence, positions created by temporary pupil needs not expected to continue beyond one (1) school year.)

4. Seniority List:

The Superintendent of Schools, at the beginning of each school year will prepare a certification-seniority listing of all professional personnel represented by the Plympton Teachers Association. The aforementioned Seniority List shall be forwarded to the President of the Plympton Teachers Association.

5. Leave of Absence:

Leaves of absence approved by the School Committee shall not be deemed to interrupt continuous service. Such leaves will not be counted toward seniority. Teachers on leave of absence shall be eligible for layoff due to Reduction In Force as though they were currently serving on active duty.

6. Notification:

Whenever possible, any teacher who is to be affected by a reduction in force shall be notified within one week of the Town meeting's approval of the School Department budget or by June 15<sup>th</sup>, whichever is sooner, of the school year proceeding the school year in which the reduction is to be effected,

7. Recall:

Teachers laid-off due to Reduction in Force will be placed on the recall list until the second Monday of the third September after the effective date of the layoff. Teachers on the recall list will be seriously considered for filling vacancies in their field of certification in reverse order of their layoff.

Teachers on the recall list will be given serious consideration in filling substitute

teaching vacancies in their field of certification and/or experience. Teachers must indicate their desire for substitute work in writing.

Teachers may continue such insurance coverage during the said period for which they are eligible for recall as permitted by C.O.B.R.A.

8. This Article shall not be subject to the Arbitration provision of this Agreement.

## **ARTICLE XXVI GENERAL**

- A. The salaries and other benefits provided for in this Agreement shall be pro-rated for part-time members of the bargaining unit.

Part-time employees are not required to attend meetings on days when they are not scheduled to work except Parent Conferences and Open House.

- B. Teachers and the school nurse shall have the right of self-organization and the right to form, join, or assist any employee organization for the purpose of bargaining collectively through representatives of their own choosing on questions of wages, hours, and other terms and conditions of employment, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid for protection, free from interference, restraint, or coercion. A teacher and the school nurse shall have the right to refrain from any or all of such activities.
- C. In the event that an arbitration hearing is held during school hours, an authorized Association representative together with witnesses for the Association shall be permitted to participate in such hearings without loss of pay.
- D. The Committee will, upon request, provide the Association with any relevant available information which is not privileged, under law, which may be necessary for the Association to process grievances under this Agreement.
- E. The Committee will make available to the Association a copy of the official agenda of School Committee meetings prior to said meetings.
- F. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- G. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of Collective Bargaining, except such amendments hereto as shall have reduced to writing and signed by the Parties.
- H. Failure by the Association and/or the School Committee in one or more instances to

enforce any provision or provisions of this Agreement shall not be construed as a waiver of said provision or provisions.

- I. Should any of the terms and conditions of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

**ARTICLE XXVII  
DURATION**

- A. This Agreement shall be effective as of July 1, 2022 and shall continue until and including June 30, 2025.
- B. This Agreement shall automatically be renewed for one year following June 30, 2025, and from year to year thereafter, unless by October 15 prior to the expiration of this Agreement either the Committee or the Association shall have given the other written notice of its desire to modify this Agreement.

**APPENDIX A  
PLYMPTON TEACHERS AND SCHOOL NURSE SALARY SCHEDULE**

**NOTE:** **Step S-1** shall be paid to individuals covered by this Agreement who have served at least twelve (12) years in the Plympton School System.

**Step S-2** shall be paid to individuals covered by this Agreement who have served at least nineteen (19) years in the Plympton School System.

**Step S-3** shall be paid to individuals covered by this agreement who have served at least 25 years in the Plympton School System.

If a teacher or school nurse leaves employment after twenty-five (25) years of service to the Committee, said teacher or school nurse shall receive a longevity payment equal to at least seven percent (7%) of his/her last year's salary, but in no case less than three thousand, five hundred dollars (\$3,500). In the case of death, the longevity payment will be made to the estate of the teacher or school nurse.

**Optional Longevity**

A teacher or school nurse with fifteen years of completed service in Plympton is eligible to receive longevity payments in the amount of three thousand dollars (\$3,000) per year for three (3) consecutive years. The teacher or school nurse may elect which three years to receive longevity payments by notifying the Superintendent in writing of his/her desire to receive the longevity payments by January 15 of the school year preceding the school year in which the longevity payments are to commence. An eligible teacher or school nurse will be entitled to the entire sum of nine thousand dollars (\$9,000) regardless of the date of severance from employment. The longevity payments shall be made in equal installments in the teacher's or school nurse's regularly scheduled paycheck.

Payments specified in Article XV, Sick Leave Buyback, Section K, will cease once a teacher or school nurse elects the Optional Longevity.

Signatures:

**PLYMPTON SCHOOL COMMITTEE**

**PLYMPTON TEACHERS  
ASSOCIATION**

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DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SALARY SCHEDULE for 2022-2023 SCHOOL YEAR (3%)**

<b><u>Step</u></b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>CAGS</b>
1	\$55,767	\$57,179	\$60,820	\$62,243	\$64,882	\$65,898	\$66,913
2	\$58,802	\$60,226	\$63,865	\$65,283	\$67,922	\$68,935	\$69,948
3	\$61,844	\$63,269	\$66,913	\$68,327	\$70,965	\$71,980	\$72,994
4	\$64,892	\$66,310	\$69,948	\$71,374	\$74,009	\$75,026	\$76,043
5	\$67,933	\$69,357	\$72,994	\$74,412	\$77,048	\$78,064	\$79,080
6	\$70,975	\$72,396	\$76,043	\$77,461	\$80,095	\$81,109	\$82,122
7	\$74,017	\$75,434	\$79,080	\$80,498	\$83,133	\$84,148	\$85,163
8	\$77,057	\$78,486	\$82,122	\$83,540	\$86,177	\$87,195	\$88,213
9	\$80,101	\$81,521	\$85,163	\$86,587	\$89,225	\$90,236	\$91,246
10	\$83,137	\$84,563	\$88,213	\$89,625	\$92,262	\$93,276	\$94,290
11	\$86,189	\$87,603	\$91,246	\$92,674	\$95,306	\$96,309	\$97,311
12	\$89,225	\$90,654	\$94,290	\$95,715	\$98,352	\$99,416	\$100,480
S-1	\$90,570	\$91,989	\$95,607	\$97,020	\$99,643	\$100,701	\$101,759
S-2	\$91,817	\$93,237	\$96,852	\$98,266	\$100,889	\$101,948	\$103,006
S-3	\$92,965	\$94,401	\$98,063	\$99,495	\$102,150	\$103,221	\$104,292

**NOTE:**

**Step S-1** shall be paid to individuals covered by this Agreement who have served at least twelve (12) years in the Plympton School System.

**Step S-2** shall be paid to individuals covered by this Agreement who have served at least nineteen (19) years in the Plympton School System.

**Step S-3** shall be paid to individuals covered by this Agreement who have served at least twenty-five (25) years in the Plympton School System.

**SALARY SCHEDULE for 2023-2024 SCHOOL YEAR (2%)**

<b><u>Step</u></b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>CAGS</b>
1	\$56,882	\$58,323	\$62,036	\$63,488	\$66,180	\$67,216	\$68,251
2	\$59,978	\$61,431	\$65,142	\$66,589	\$69,280	\$70,314	\$71,347
3	\$63,081	\$64,534	\$68,251	\$69,694	\$72,384	\$73,420	\$74,454
4	\$66,190	\$67,636	\$71,347	\$72,801	\$75,489	\$76,527	\$77,564
5	\$69,292	\$70,744	\$74,454	\$75,900	\$78,589	\$79,625	\$80,662
6	\$72,395	\$73,844	\$77,564	\$79,010	\$81,697	\$82,731	\$83,764
7	\$75,497	\$76,943	\$80,662	\$82,108	\$84,796	\$85,831	\$86,866
8	\$78,598	\$80,056	\$83,764	\$85,211	\$87,901	\$88,939	\$89,977
9	\$81,703	\$83,151	\$86,866	\$88,319	\$91,010	\$92,041	\$93,071
10	\$84,800	\$86,254	\$89,977	\$91,418	\$94,107	\$95,142	\$96,176
11	\$87,913	\$89,355	\$93,071	\$94,527	\$97,212	\$98,235	\$99,257
12	\$91,010	\$92,467	\$96,176	\$97,629	\$100,319	\$101,404	\$102,490
S-1	\$92,381	\$93,829	\$97,519	\$98,960	\$101,636	\$102,715	\$103,794
S-2	\$93,653	\$95,102	\$98,789	\$100,231	\$102,907	\$103,987	\$105,066
S-3	\$94,824	\$96,289	\$100,024	\$101,485	\$104,193	\$105,285	\$106,378

**NOTE:**

**Step S-1** shall be paid to individuals covered by this Agreement who have served at least twelve (12) years in the Plympton School System.

**Step S-2** shall be paid to individuals covered by this Agreement who have served at least nineteen (19) years in the Plympton School System.

**Step S-3** shall be paid to individuals covered by this Agreement who have served at least twenty-five (25) years in the Plympton School System.

**SALARY SCHEDULE for 2024-2025 SCHOOL YEAR (2%)**

<b><u>Step</u></b>	<b>B</b>	<b>B+15</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>CAGS</b>
1	\$58,020	\$59,489	\$63,277	\$64,758	\$67,504	\$68,560	\$69,616
2	\$61,178	\$62,660	\$66,445	\$67,921	\$70,666	\$71,720	\$72,774
3	\$64,343	\$65,825	\$69,616	\$71,088	\$73,832	\$74,888	\$75,943
4	\$67,514	\$68,989	\$72,774	\$74,257	\$76,999	\$78,058	\$79,115
5	\$70,678	\$72,159	\$75,943	\$77,418	\$80,161	\$81,218	\$82,275
6	\$73,843	\$75,321	\$79,115	\$80,590	\$83,331	\$84,386	\$85,439
7	\$77,007	\$78,482	\$82,275	\$83,750	\$86,492	\$87,548	\$88,603
8	\$80,170	\$81,657	\$85,439	\$86,915	\$89,659	\$90,718	\$91,777
9	\$83,337	\$84,814	\$88,603	\$90,085	\$92,830	\$93,882	\$94,932
10	\$86,496	\$87,979	\$91,777	\$93,246	\$95,989	\$97,045	\$98,100
11	\$89,671	\$91,142	\$94,932	\$96,418	\$99,156	\$100,200	\$101,242
12	\$92,830	\$94,316	\$98,100	\$99,582	\$102,325	\$103,432	\$104,540
S-1	\$94,229	\$95,706	\$99,469	\$100,939	\$103,669	\$104,769	\$105,870
S-2	\$95,526	\$97,004	\$100,765	\$102,236	\$104,965	\$106,067	\$107,167
S-3	\$96,720	\$98,215	\$102,024	\$103,515	\$106,277	\$107,391	\$108,506

**NOTE:**

**Step S-1** shall be paid to individuals covered by this Agreement who have served at least twelve (12) years in the Plympton School System.

**Step S-2** shall be paid to individuals covered by this Agreement who have served at least nineteen (19) years in the Plympton School System.

**Step S-3** shall be paid to individuals covered by this Agreement who have served at least twenty-five (25) years in the Plympton School System.

**APPENDIX A-1  
STIPEND POSITIONS**

<u>Position</u>	<u>Stipend</u>
Mentor Teacher	\$750
Social Media Coordinator	\$1,050
Yearbook Advisor	\$1,050
Webmaster	\$1,050

The School Committee shall determine on an annual basis which stipend positions will be funded for the following school year. The positions which are funded will be posted on an annual basis.

Curriculum work:     \$38

**APPENDIX A-2  
RETIREMENT NOTIFICATION**

In the event a bargaining unit member who is eligible for retirement submits an irrevocable retirement notice no later than January 1st to be effective upon the conclusion of that school year, the District agrees to compensate said member in the gross amount of One Thousand Dollars (\$1,000). Said amount shall be included in the member's last paycheck.

**APPENDIX B  
EVALUATION PROCEDURES**



**Massachusetts Model System for Educator  
Evaluation**

**Part IV: Model Collective Bargaining Contract Language**

**Appendix C. Teacher and Caseload Educator Contract Language**

January 2012

**Massachusetts Department of Elementary and Secondary Education**  
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## Corrections July 2012

**P. C-17: Section 18 (Educator Plans: Directed Growth Plan) Sub-section C.** Date of June 10<sup>th</sup> in January 2012 publication inaccurate; changed from June 10<sup>th</sup> to May 15<sup>th</sup> to match timelines elsewhere in document.

**P. C-22: Section 22 (Rating Impact on Student Learning Growth).** Release date of July 15<sup>th</sup>, 2012 for Model Contract Language for Rating Impact on Student Learning Growth is removed. ESE will publish Model Contract Language for this phase of the evaluation framework when guidance for rating impact is more fully developed through technical appendices.

**P. C-23: Section 25 (Transition from Existing Evaluation System) Sub-section B.** Language in January 2012 publication stating “Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on **Self-Directed** Growth or Improvement Plans at the sole discretion of the Superintendent “ was inaccurate; language should have specified *Directed Growth* instead of *Self-Directed Growth*. ESE’s intent is that any educator who has received a rating of unsatisfactory or its equivalent in the prior year should be on a Directed Growth or an Improvement Plan; the choice of plan should be determined at the discretion of the Superintendent.

## **Appendix C. Teacher and Caseload Educator Model Contract Language**

Article \_\_\_\_\_

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**Appendix C: Teacher and Caseload Educator Contract**

## Appendix C: Teacher and Caseload Educator Contract

### 1) Purpose of Educator Evaluation

- A. This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B. The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

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

- A. **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B. **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C. **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E. **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F. **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

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- G. **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 42 calendar days in a school year and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. Anytime an Improvement plan spans the summer, or requires summer work, the plan will be no less than 90 calendar days. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- A) **\*ESE:** The Massachusetts Department of Elementary and Secondary Education.
- B) **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- C) **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
  - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

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- i) **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
- iii) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
- D) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- E) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- F) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- G) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- H) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- I) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, of Educators. "Team Goals" can be developed by grade-level or subject area teams, departments, or other groups of Educators who have the same role.
- J) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- K) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- L) **New Assignments:** An assignment in which an Educator with PTS teaches under a different license or in a new discipline.

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- M) **\*Observation:** A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments made during one or more classroom or worksite visits(s) of at least 5 minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using agreed-upon verbal or written protocols.
- Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- N) **\*Parties:** The parties to this agreement are the Association and the School Committee.
- O) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) **\*Performance Standards:** Locally negotiated standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with and/or supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- P) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Q) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns of student learning, growth, and achievement on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.



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- R) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- S) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- T) **Self-Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards. 603 CMR 35.603 (2). The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development. 35.03 (2)(b). Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in goal setting with the educator based on the educator's self-assessment and other sources that the evaluator shares with the educator. 35.06(3)(a).
- U) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence.
- V) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- W) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

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- X) **\*Trends in student learning:** At least two (2) years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

### 3) Evidence Used In Evaluation

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:
  - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS scores, if applicable, in which case at least two years of data is required.
  - iii) Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the ACCESS gain scores, if applicable, in which case at least two years of data is required.
  - iv) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - v) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
  - i) Unannounced observations of at least 5 minutes in duration.
  - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - iii) Announced observations may be used in evaluating PTS Educators.
  - iv) Examination of Educator work products.
  - v) Examination of student work samples.

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- C) Evidence relevant to one or more Performance Standards, including but not limited to:
  - i) Evidence compiled and presented by the Educator, including :
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

### 4) **Rubric**

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district will use the rubrics provided by ESE in January, 2012, and attached hereto.

### 5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. Effort will be made to have this training occur during the contractual work day. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE and input from the Association.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input from the Association.

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### 6) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
- i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
  - iii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iv) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year provided that a public announcement is made at the beginning of the meeting and the video is of the presentation being delivered.

### 7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
- i) The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
  - ii) The self-assessment includes:
    - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
    - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
    - (c) Proposed goals to pursue:
      - (1) At least one goal directly related to improving the Educator's own professional practice.
      - (2) At least one goal directly related to improving student learning.
- B) Proposing the goals
- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
  - ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities and may be part of a team goal.

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- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address team goals.
- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may be team goals.

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

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.
- C) Educator Plan Development Meetings shall be conducted as follows:
  - i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15<sup>th</sup> of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
  - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school.
  - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals whether they be individual or team goals.

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- iv) For educators with Professional Teacher Status with ratings of Proficient or Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.
  - D) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response, which will be attached to the plan. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
  - A) In the first year of practice or first year assigned to a school:
    - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
    - ii) The Educator shall have at least four unannounced observations during the school year.
  - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
    - i) The Educator shall have at least three unannounced observations during the school year.
    - ii) The Educator may request additional observations.
- 10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**
  - A) The Educator whose overall rating is proficient or exemplary must have at least two unannounced observation during the evaluation two-year cycle.
  - B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
  - C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.
  - D) The Educator may request additional observations.

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### 11) Observations

The Evaluator's first observation of the Educator should take place by November 15 and in no case later than December 1<sup>st</sup>. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

#### A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, by secure electronic notification, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Either the Evaluator or the Educator can request a meeting in response to the written feedback resulting from an unannounced observation at any time.
- iv) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 20 school days.

#### B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation. Announced observations should be a full class period, but not less than thirty (30) minutes, provided that the evaluator was present from the beginning of the class period, unless it is mutually agreed that the evaluator remained for a sufficient time to observe the lesson.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
    - (1) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

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- (2) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
    - (c) Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
    - (d) The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
      - (1) Describe the basis for the Evaluator's judgment.
      - (2) Describe actions the Educator should take to improve his/her performance.
      - (3) Identify support and/or resources the Educator may use in his/her improvement.
      - (4) State that the Educator is responsible for addressing the need for improvement.
  - C) Walkthroughs, Learning Walks, Instructional Rounds or other like procedures by any other name (herein called "walkthroughs") are intended to gauge the overall climate, culture, and instruction within a school, program, or department, entail walking into multiple classrooms, usually for less than five minutes each. Observations from walkthroughs summarize the aggregate climate, culture, and instruction, rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system and do not result in feedback to individual educators. A walkthrough can be announced or unannounced.
- 12) **Evaluation Cycle: Formative Assessment for Educators on a One (1) Year Plan**
- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice and/or Educator Goals.
  - B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.



## Appendix C: Teacher and Caseload Educator Contract

- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
  - D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
  - E) No less than two weeks before the due date for the Formative Assessment report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
  - F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet within five (5) school days either before or after completion of the Formative Assessment Report.
  - G) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by secure electronic notification, or to the Educator's school mailbox or home.
  - H) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report. The Educator's reply shall be attached to the report.
  - I) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
  - J) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
  - K) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
  - L) After the formative assessment the educator may request another trained supervisor be assigned to perform a formal observation to be used as evidence in the educator's summative evaluation.
- 13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**
- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

## Appendix C: Teacher and Caseload Educator Contract

- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
  - C) No less than two weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
  - D) No less than two weeks before the due date for the Formative Evaluation report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
  - E) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by secure electronic notification, or to the Educator's school mailbox or home.
  - F) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet about the Formative Evaluation Report.
  - G) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. The Educator's reply shall be attached to the report.
  - H) The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
  - I) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
  - J) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
  - K) After the formative evaluation the educator may request another trained supervisor be assigned to perform a formal observation to be used as evidence in the educator's summative evaluation.
- 14) **Evaluation Cycle: Summative Evaluation**
- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.

## Appendix C: Teacher and Caseload Educator Contract

- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) No less than four weeks before the due date for the Summative Evaluation report the Evaluator will provide the Educator with any work samples or products being used as evidence of the educator's performance against the four performance standards.
- I) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- J) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by secure electronic notification, or to the Educator's school mailbox or home no later than May 15<sup>th</sup>.
- K) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- L) The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- M) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- N) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.

## Appendix C: Teacher and Caseload Educator Contract

- O) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- P) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

### 15) **Educator Plans – General**

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

### 16) **Educator Plans: Developing Educator Plan**

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

### 17) **Educator Plans: Self-Directed Growth Plan**

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

## Appendix C: Teacher and Caseload Educator Contract

### 18) Educator Plans: Directed Growth Plan

- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

### 19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 42 calendar days in a school year and no more than one school year. Anytime an Improvement plan spans the summer, or requires summer work, the plan will be no less than 90 calendar days. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.
- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:

## Appendix C: Teacher and Caseload Educator Contract

- i) Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator along with the input of the Educator. The final content of the Improvement Plan will rest solely with the Evaluator.
  - ii) The Educator may request that a representative of the Association attend the meeting(s).
  - iii) If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
  - i) Define the improvement goals directly related to the performance standard(s), indicator(s), element(s), and/or student learning outcomes that must be improved;
  - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii) Describe the assistance that the district will make available to the Educator;
  - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator and possibly a mentor teacher and,
  - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
  - i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
    - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
    - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

## Appendix C: Teacher and Caseload Educator Contract

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

## Appendix C: Teacher and Caseload Educator Contract

### 20) Timelines (Dates in italics are provided as guidance)

<b>Activity:</b>	<b>Completed By:</b>
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 15</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>April 20*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10



# Appendix C: Teacher and Caseload Educator Contract

Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15
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21)

## Appendix C: Teacher and Caseload Educator Contract

### A) Educators with PTS on Two Year Plans

<b>Activity:</b>	<b>Completed By:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 1 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 1 of Year 1</i>
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B)

### B) Educators on Plans of Less than One Year

- i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

## 21) Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

## 22) Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon

## **Appendix C: Teacher and Caseload Educator Contract**

receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

## Appendix C: Teacher and Caseload Educator Contract

### 23) **Using Student feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter including protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.

### 24) **Using Staff feedback in Educator Evaluation**

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

### 25) **Transition from Existing Evaluation System 2012-2013**

- A) The Plympton Teachers Association and the Plympton School Committee agree to place all PTS teachers who are currently in "good standing" (i.e. not on a Professional Improvement Plan) at the Proficient classification.
- B) The parties agree that those PTS Educators who were on Cycle A of the existing Evaluation system in the 2012-2013 school year shall be placed on the one-year Self-Directed Growth Plan.
- C) All Educators who are currently on a Professional Improvement Plan shall be placed at the Needs Improvement classification. Said Educators will continue to fulfill the terms and conditions of the already created plans for the remainder of the current school year and a determination of the appropriate future placement will be made at the end of the school year at a Summative meeting.
- D) The evaluation system contained in this agreement shall be implemented in accordance with 603 CMR 35.11.
- E) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

### 26. **General Provisions**

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

## Appendix C: Teacher and Caseload Educator Contract

- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.
- E) The parties agree that there will be continuous need to review and to revise this Evaluations Procedure for the first of 3 years. To that end, the parties agree to the following:
  - i) The creation of a joint labor-management evaluation team to jointly review and revise, if necessary, the Evaluation Procedure no later than May 15<sup>th</sup> of each school year through School Year 2014-2015.
  - ii) Said review and revision shall include, but not be limited to, the parties amending, by mutual consent, this agreement, and by adding any other aspect needed to implement the Evaluation Procedure.
- F) Violations of this article are subject to the grievance and arbitration procedures.
- G) For School Year 2012-2013 the Committee and the Association agree to continue discussions to:
  - i) Develop mutually acceptable standards for determining what Exemplary Proficient, Needs Improvement, and Unsatisfactory ratings will be.
  - ii) Develop mutually agreed upon district measures for student learning and/or how they will be applied to an Educator's Evaluation.



**APPENDIX C**

**SUPERINTENDENCY UNION 31**

**PROFESSIONAL CONFERENCE REQUEST**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

School: Dennett Elementary School Position: \_\_\_\_\_

Name of Conference: \_\_\_\_\_  
(Attach Official Notice Information)

Location: \_\_\_\_\_ Date(s) of Attendance: \_\_\_\_\_

Relevancy/Rationale for Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Expenses\*

Registration	_____
Transportation	_____
Meals	_____
Other Expenses (Itemize/Explain)	_____
<b>TOTAL Requested</b>	_____

Reviewed By:

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
Superintendent of Schools

\_\_\_\_\_  
Assistant Superintendent

APPROVED \_\_\_\_\_

TOTAL APPROVED\* \_\_\_\_\_

REQUEST DENIED \_\_\_\_\_

\*NOTE: Maximum reimbursement is limited to amount specified and subject to limitations in accordance with district policy

**APPENDIX D  
GRIEVANCE FORM**

PLYMPTON SCHOOL SYSTEM  
PLYMPTON, MASSACHUSETTS

GRIEVANCE FORM

TO:

DATE:

GRIEVANCE: (State the nature of the grievance and Articles and Sections of the Agreement which have been violated.)

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RELIEF SOUGHT: (State the relief sought)

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- Copies to:
1. Management Representative
  2. Grievant
  3. Association

\_\_\_\_\_ Association Representative  
SIGNED:



**APPENDIX E  
PERSONAL BUSINESS LEAVE FORM**

**Plympton School Department  
Plympton, Massachusetts**

TO: Superintendent of Schools

FROM: Name: \_\_\_\_\_

Position: \_\_\_\_\_

School: \_\_\_\_\_

Dear Superintendent:

This is to notify you that I plan to take \_\_\_\_\_ day(s) of personal business leave commencing \_\_\_\_\_ (date) in accordance with the provision of Article XVI of the Contract between the School Committee and the Plympton Teachers Association. I believe in good conscience that the reason for my absence is one of those allowed by the terms of Article XVI.

**CATEGORIES**

- |       |   |
|-------|---|
| _____ | Court Obligation  |
| _____ | Real Estate Closing   |
| _____ | Summons by or to a Governmental Agency  |
| _____ | Religious Holiday Observances   |
| _____ | Adoptions   |
| _____ | Equivalent Personal/Family Business which cannot be scheduled during non-working hours. |

All requests for personal business days should be submitted to the Principal's Office at least two days in advance, unless an emergency occurs.

Teacher: \_\_\_\_\_

Principal: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX F SETTLEMENT AGREEMENT

### SETTLEMENT AGREEMENT

This Agreement takes effect as of July 1, 2010 by and between the Plympton School Committee ("School Committee") and the Plympton Teachers Association ("Association"), herein collectively referred to as the "parties".

### PREAMBLE

WHEREAS, the School Committee is a member of the Mayflower Municipal Health Group through which it provides health insurance benefits to school employees, including employees in the bargaining unit represented by the Association, and

WHEREAS, school employees who participate in the Employer-offered health plans are either enrolled in either a P.P.O. or H.M.O. Plan; and

WHEREAS, the Mayflower Municipal Health Group made changes to health insurance plans as follows:

#### Blue Cross Blue Shield Network Blue HMO

	<u>Cost As Of 6/30/10</u>	<u>Cost Effective 7/1/10</u>
Office Visits	\$5	\$15
Emergency Room	\$25	\$75
Prescriptions Retail	\$10/\$20/\$35	\$10/\$20/\$35
Mail Order	\$10/\$20/\$35	\$20/\$40/\$70

#### Harvard Pilgrim HMO

	<u>Cost As Of 6/30/10</u>	<u>Cost Effective 7/1/10</u>
Office Visits	\$10	\$15
Emergency Room	\$50	\$75
Prescriptions Retail	\$5/\$15/\$35	\$10/\$20/\$35
Mail Order	\$5/\$15/\$35	\$20/\$40/\$105

WHEREAS, the undersigned parties wish to resolve any and all claims, filed or not, arising out of the implementation of the health insurance changes.

AND WHEREAS, by entering into this Agreement the parties each rely on the undertaking of the others, now therefore in consideration of the foregoing and of the mutual promises, representations and understandings of the parties set forth herein, the adequacy and sufficiency of which are hereby acknowledged, it is agreed:

1. **Bargaining Subjects:** The School Committee acknowledges and agrees that health insurance benefits, including the amount and structure of co-payments, are mandatory subjects of bargaining pursuant to G.L. c. 150E and, accordingly, that any changes in these benefits create bargaining rights and duties

pursuant to that chapter. The School Committee cannot control the final decision of the Purchasing Group in negotiating for and purchasing group health insurance for participating municipalities.

2. Obligation to Reimburse Employees: The Committee agrees to reimburse bargaining unit members for the increased costs associated with the changes in the group health insurance plans effective July 1, 2010, as set forth above.

Bargaining unit members who have incurred increased costs as set forth above for themselves or any person covered under their health care plan, may submit a request for reimbursement to the Superintendent of Schools.

Effective July 1, 2010 such a request shall be made on or before September 30, 2011 for the prior period of July 1, 2010 through August 31, 2011.

In the future, such a request shall be made on or before the March 31 for the prior period of September 1 through the last day of February of each year, and on or before September 30 for the prior period March 1 through August 31 of each year, and shall be accompanied by documentation showing the amount paid by the employee and the total cost of the increased co-payments.

No later than forty-five (45) days following the submission of such a request, the Employer shall reimburse the employee for the difference between the increased costs associated with the changes and what the employee would have paid prior to July 1, 2010, less a yearly deductible equal to 3.5% of the employee's share of health insurance premiums.

3. Collective Bargaining Agreement: This Settlement Agreement shall be appended and made part of the current collective bargaining agreement and shall be included in the printing of the successor collective bargaining agreement.

Name: Shelly Karpais

Title: Chairperson Donnell Elm.

FOR THE SCHOOL COMMITTEE

Dated: 9/20/2011

Name: Dana Perrini

Title: President Plympton Teachers'

FOR THE ASSOCIATION

Dated: 6/29/11