



AGREEMENT Between the
HAMILTON-WENHAM REGIONAL SCHOOL COMMITTEE and the
HAMILTON-WENHAM REGIONAL EDUCATION ASSOCIATION

September 1, 2018-August 31, 2021

CONTENTS

PREAMBLE	9
ARTICLE I: Recognition.....	10
1.1 Recognition.....	10
1.2 Bargaining Unit.....	10
1.3 Applicability	10
ARTICLE II: Fair Practice.....	10
ARTICLE III: Rights	11
3.1 Rights of the Committee and Superintendent	11
3.2 Rights of the Association	11
3.3 Rights of the Teacher	11
ARTICLE IV: Committee on Mutual Concerns	13
ARTICLE V Employment	14
5.1 Continuation of Employment.....	14
5.2 Professional Status	14
5.3 Increment	14
5.4 Credit for Non-Teaching Experience	15
5.5 Resignation	15
ARTICLE VI: Professional Policies	15
6.0 Professional Growth.....	15
6.1 Program for Professional Development.....	15
6.2 Professional Coaching	15
6.3 Return of Agreement.....	15
6.4 Copies of Agreement	15
ARTICLE VII: Payroll Deductions	16
7.1 Association Dues	16
7.2 Other Voluntary Payroll Deductions	17
7.3 Paperless Direct Deposit	17
ARTICLE VIII: The School Year.....	17
8.0 School Year.....	17
8.1 School Calendar	17
8.2 Hours of Work	17

8.3	Meetings.....	18
ARTICLE IX: Duties and Responsibilities of Teachers		19
9.1	Primary Responsibility.....	19
9.2	Supervision of Student Teachers	19
9.3	Middle School.....	19
9.4	Elementary School	19
9.5	Guidance and Adjustment Counselors	20
9.6	Association President.....	20
ARTICLE X: Teaching Assignments		20
10.1	Teaching Assignment Notification	20
10.2	Specialist Teaching Assignments	20
10.3	High School Teaching Assignments	20
10.4	Middle School Teaching Assignments	21
10.5	Elementary Teaching Assignments.....	21
ARTICLE XI: Teacher Preparation Time.....		21
11.1	High School Teacher Preparation Time.....	21
11.2	Middle School Teacher Preparation Time	22
11.3	Elementary Teacher Preparation Time	22
11.4	Special Education Teachers	23
ARTICLE XII: Paid Leave		23
12.1	Professional Days.....	23
12.2	Personal Business Leave.....	23
12.3	Emergency Leave.....	24
12.4	Religious/Ethnic Observance Leave	24
12.5	Bereavement Leave.....	24
12.6	Jury Duty.....	24
12.7	Travel Compensation	25
ARTICLE XIII: Unpaid Leave		25
13.1	Health.....	25
13.2	Paternity	25
13.3	Military Service	25
13.4	Teaching Abroad.....	25
13.5	Approved Travel	25
13.6	Other Approved Reasons	25

13.7	Increment	25
13.8	Seniority	26
ARTICLE XIV: Leave of Absence for Professional Study		26
14.1	Conditions for Leave of Absence	26
14.2	Compensation	26
14.3	Return to Service.....	26
14.4	Rights and Benefits	26
ARTICLE XV: Parental and Childrearing Leave		26
15.1	Parental Leave.....	26
15.2	Childrearing Leave.....	27
ARTICLE XVI: Sick Leave.....		27
16.1	Sick Leave.....	27
16.2	Sick Leave Bank	28
16.3	Sick Day Buy-Back.....	29
ARTICLE XVII: Transfers		29
17.1	Posting of Vacancies.....	29
17.2	Voluntary Transfer	30
17.3	Involuntary Transfer	31
ARTICLE XVIII: Reduction in Staff		31
18.1	Reduction in Staff	31
18.2	Recall Rights.....	32
18.3	Order of Recall for Teachers with Professional Status	32
ARTICLE XIX: Teacher Evaluation		33
19.1	Teacher Evaluation	33
19.2	Professional Status Teachers.....	33
19.3	Pre-Professional Status Teachers	33
19.4	Unsatisfactory Performance	33
ARTICLE XX: Teacher Records		34
20.1	Personnel File.....	34
ARTICLE XXI: Insurance.....		34
21.1	Health Insurance	34
21.2	Insurance for Teachers on Unpaid Leave	34
21.3	Disability Insurance	35
21.4	Flexible Spending Medical/Dependent Program	35

ARTICLE XXII: Grievance Procedure	35
22.1 Purpose.....	35
22.2 Definitions.....	35
22.3 Time Limits.....	36
22.4 Representation.....	36
22.5 Grievance Procedure.....	36
22.6 Arbitration.....	37
22.7 Other	38
22.8 Complaint Procedure	38
ARTICLE XXIII: Teaching Assistants and Substitute Teachers	39
23.1 Teaching Assistants	39
23.2 Specialist Substitutes	39
ARTICLE XXIV: Teacher Protection and Limitations	39
24.1 Teacher Involvement in Assault and Battery	39
ARTICLE XXV: Salary.....	39
25.1 Salary Schedule.....	39
25.2 Salary Rate	40
25.3 M (B+33), M+15, M+30, M+45, and M+60/Doctorate Salary Scales	40
25.4 403B Plan.....	42
25.5 Tuition Reimbursement	42
25.6 Withholding Exemption Certificates	43
25.7 Time of Payment.....	43
ARTICLE XXVI.....	43
26.1 6-12 Curriculum Leaders	43
26.2 Out of District Special Education Chairperson.....	44
26.3 High School Guidance Counselors	44
26.4 Salary Schedule for Extra Curricular Activities and Athletic Programs	44
26.5 Middle School Intramurals	44
26.7 Director of Intramurals	44
26.8 Coaching Appointments.....	44
26.9 Curriculum Research and Development	45
ARTICLE XXVII: Acknowledgement of Negotiations	45
27.1 Acknowledgement of Negotiations.....	45
27.2 The waiver or any breach of condition of this Agreement	46

ARTICLE XIX: Massachusetts Education Reform Act and Federal No Child Left Behind Act....	46
ARTICLE XXX: Duration of Agreement.....	46
30.1 Duration of Agreement:	46
APPENDIX A: Salary Schedules	48
APPENDIX B: Senior Status Payments	50
APPENDIX C: Extended Responsibilities Stipend Schedule	51
APPENDIX D: Non-Athletic Extracurricular Activities	53
APPENDIX E: Salary Schedule for Athletic Activities	56
APPENDIX F: Middle School Intramurals	59
APPENDIX G: HEALTH REIMBURSEMENT ACCOUNT	60
APPENDIX H: Hamilton-Wenham Educator Evaluation System	61
1. Purpose of Educator Evaluation.....	61
2. Definitions.....	61
3. Evidence Used in Evaluation	65
4. Rubric.....	66
5. Evaluation Cycle: Training	66
6. Evaluation Cycle: Annual Orientation.....	67
7. Evaluation Cycle Phase I: Self-Assessment	67
8. Evaluation Cycle Phase II: Goal Setting and Development of the Educator Plan.....	68
9. Evaluation Cycle Phase III: Observation of Practice and Examination of Artifacts – Educators without PTS	69
10. Evaluation Cycle Phase III: Observation of Practice and Examination of Artifacts – Educators with PTS.....	69
11. Observations	70
12. Evaluation Cycle Phase IV: Formative Assessment for Educators on Developing Educator Plans	71
13. Evaluation Cycle Phase IV: Formative Evaluation for Two Year Self-Directed Plans Only	72
14. Evaluation Cycle Phase V: Summative Evaluation	73
15. Educator Plans – General.....	74
16. Educator Plans: Developing Educator Plan	75
17. Educator Plans: Self-Directed Growth Plan	75
18. Educator Plans: Directed Growth Plan	75
19. Educator Plans: Support Team.....	75
20. Educator Plans: Improvement Plan.....	77

21.	Advancement to PTS Status.....	78
22.	Rating Impact on Student Learning Growth.....	78
23.	Using Student feedback in Educator Evaluation	79
24.	Using Staff feedback in Educator Evaluation	79
25.	General Provisions	79
20.	Evaluation Timelines	80

AGREEMENT

Between the HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT COMMITTEE And the HAMILTON-WENHAM REGIONAL EDUCATION ASSOCIATION

THIS AGREEMENT is made and entered into on September 1, 2018 and expires on August 31, 2021

By and between the

HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT COMMITTEE (Hereinafter referred to as the “School Committee” or “Committee”) and the HAMILTON-WENHAM REGIONAL EDUCATION ASSOCIATION (Hereinafter referred to as the “Education Association” or “Association”).

PREAMBLE

Recognizing that our mutual prime purpose is to provide education of the highest possible quality for the students of the Hamilton-Wenham Regional School District while realizing the most effective and prudent use of the tax monies expended toward achieving that end; and realizing that good morale and meaningful use of ideas and experience of the professional educators on the staff are fundamental to the achievement of that purpose, we, the undersigned parties to this Agreement, do hereby declare that:

- A. Under the law of Massachusetts, the Committee, elected by the citizens of Hamilton and Wenham, which towns comprise the Hamilton-Wenham Regional School District, has final responsibility for establishing the educational policies of the Hamilton-Wenham Regional School District;
- B. The Superintendent of the Hamilton-Wenham Regional School District has the responsibility for carrying out the policies so established;
- C. The teaching staff of the Hamilton-Wenham Regional School District has the primary professional responsibility for providing education of the highest possible quality;
- D. Fulfillment of these respective responsibilities can best be facilitated and realized by consultations and the free exchange of views and information in the mutual formulation and mutual application to the extent permitted by law of those policies relating to wages, hours and working conditions of employment as set forth hereinafter for the personnel as defined in the unit hereinafter set forth, wherefore, the parties have executed this Agreement.
- E. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE I: Recognition

1.1 Recognition

The Committee recognizes the Association, pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts, as the exclusive collective bargaining representative of teachers employed by the Hamilton-Wenham Regional School District as more fully described in Section 1.2 hereof.

1.2 Bargaining Unit

a. Unit Description

The collective bargaining unit represented by the Association and recognized by the Committee in Article 1 hereof is as follows:

All full-time and regular certified part-time teachers employed by the Hamilton-Wenham Regional School District, consisting of classroom teachers, guidance counselors, librarians, specialty subject teachers, registered and licensed nurses (excluding LPNs), and department heads, but excluding all other employees, the Superintendent of Schools, the Assistant Superintendent of Schools, principals, assistant principals, personnel who perform administrative functions on a twelve (12) month contract basis, supervisors, all substitute and permanent substitute teachers, night school teachers, custodial employees, office clerical employees, cafeteria employees, monitors, nurses and teaching assistants.

b. Definitions as used in Section 2.2 thereof:

- (i) The term “regular licensed part-time teacher” shall mean a part-time teacher who possesses a teaching license from the Commonwealth of Massachusetts who is not a substitute as defined in (ii) and (iii) below.
- (ii) The term “substitute teacher” shall mean a teacher who substitutes on a daily rate as determined by the School Committee, either full-time or part-time, performing the duties of one or more absent teachers regardless of the number of days within one school year.
- (iii) (iii) The term “permanent substitute” shall mean a teacher who contracts at one time for a period of employment of greater than 15 and less than 150 school days within one school year, on either a full-time or part-time basis.

1.3 Applicability

Each of the terms and conditions of this contract shall apply to and only to such persons as at the time in question fall within the bargaining unit as defined in this Article, except that Sections 5.4, 6.0, 8.2, 9.0, 9.6, 10.1.a, 10.2.a-f, 11.1, 11.2, 11.3, 17.0, 22.7, 24, 25, and only these Sections shall apply to permanent substitutes, notwithstanding their exclusion from the bargaining unit as specified in Section 1.2.

ARTICLE II: Fair Practice

- 2.1 There shall be no discrimination, interference, retaliation, restraint or coercion by the School Committee, Association or their respective agents against any teacher because of his/her membership or non-membership in the Association, activities on behalf of the

Association, or because a teacher pursued, or advanced rights and privileges contained in the Agreement or refused to do so.

- 2.2 No one shall be required to become or remain a member of the Association as a condition of employment in the Hamilton-Wenham Regional School District.

ARTICLE III: Rights

3.1 Rights of the Committee and Superintendent

In recognition of the fact that the laws of the Commonwealth of Massachusetts vest in the Committee and/or the Superintendent of Schools responsibility to the people of the towns of Hamilton and Wenham for the quality of education in, and the efficient and economical operation of the Hamilton-Wenham Regional School District, it is herein agreed that except as specifically and directly modified, amended, or abridged by expressed language in a specific provision of this Agreement, the Committee and/or the Superintendent of Schools retains all rights and powers that it has or may hereafter be granted by law and may lawfully exercise the same at its discretion without such exercise being made the subject of a grievance or unfair labor practice charge.

3.2 Rights of the Association

- a. Association Activity - There shall be twelve (12) Association days available to the Association for its authorized Association business, conferences, legislative hearings and conventions. The Association shall normally give twenty-four (24) hours' notice of intention to take an Association day to the appropriate Principal. The Association agrees to contact substitutes and to reimburse the District for substitute wages.
- b. Relevant Documents: The Superintendent will, upon written request, provide the Association with such relevant documents as will reasonably assist the Association in developing intelligent, accurate, current, informed and constructive programs on behalf of the teachers and their students.
- c. Relevant Materials: The Superintendent, upon written request, will provide the Association with reasonable relevant material as is necessary to enable the Association to fully protect the rights of its members and to interpret and police this Agreement. The written request will contain a list of the information, document or evidence required, the form in which it is requested, and the issues to which the information is relevant. The Superintendent reserves the right to refuse to offer information to the Association if the Superintendent considers such information privileged or confidential.

3.3 Rights of the Teacher

- a. Reprimands. The Association recognizes the authority, discretion and responsibility of the Superintendent, Principal and Department Chairperson for privately reprimanding a teacher for conduct unbecoming a teacher, or other good cause. Any teacher so reprimanded has the right to Association representation.

- b. Complaints About an Individual Teacher, Materials or Teaching Methods. Criticisms about an individual teacher, materials or teaching methods that are directed to School Committee members or administrators will be promptly referred to the Superintendent who will judge whether the criticism is sufficient to warrant investigation. Since School Committee members or administrators sometimes receive criticism that is petty or frivolous on its face, the Superintendent shall exercise his/her judgment as to whether or not to proceed.

The fact that a criticism is registered shall not in itself constitute evidence that the criticism is warranted or valid. In the event the Superintendent determines that the criticism is serious, the criticism will be investigated under the supervision of the Superintendent.

In receiving criticism, the Superintendent or his/her agents shall receive the information offered and ask any pertinent questions that would permit a thorough understanding of the criticism. The Superintendent or his/her agents should restrict his/her comments as to the merits of the criticism until the matter is investigated fully. The recipient of the criticism should request the name and address of the individual lodging the criticism and permission to release the name of individual to the teacher. Failure to secure this identification shall not foreclose an inquiry into the facts.

If the individual lodging the criticism is willing to do so, the criticism shall be documented in writing. In any case in which the teacher is available, the investigation will not proceed until the teacher has been given notice of the criticism. In all cases, whether or not the teacher is available, notice will be given to the teacher in writing as soon as possible and within three (3) days exclusive of Saturdays and Sundays.

Before any final decision is made concerning the merits of the criticism, the teacher will be apprised of the facts that tend to support the criticism and will have the opportunity to present rebuttal. The teacher involved shall have the right to Association representation at all inquiry or disciplinary meetings.

In the event that the administration concludes that there is no substance to the criticism, no action will be taken, and no record of the proceedings shall appear in the teacher's personnel file without the teacher's permission. In order that actions will not unjustly be taken against a teacher based upon a criticism and that a teacher will have the opportunity to confront individuals giving evidence against him/her any disciplinary action taken pursuant to this Section which affects a teacher will be subject to the grievance procedure.

- c. Unsatisfactory Performance Teachers whose service has been rated unsatisfactory or who have been formally criticized or reprimanded by a supervisor in any respect shall be notified of such action, and shall have the right, upon request, to meet with the rating or evaluating supervisor who shall review and fully explain the rating of the teacher. Said reviewing supervisor shall also define and suggest to the teacher areas for remedy and improvement of the rating, criticism or reprimand.

ARTICLE IV: Committee on Mutual Concerns

- 4.1 The parties to this Agreement hereby express their joint intention, through the terms and conditions of the contract to continue their harmonious relations, to promote mutual cooperation and understanding, to establish and maintain new and effective lines of communication between the parties, to formulate rules, to define and resolve the proper interest of the teachers in their rights of compensation and the conditions under which they perform their duties, and by giving the teacher a voice in the development and evolution of those conditions, to thereby assist the administration and the Committee in providing the towns of Hamilton and Wenham with a school system representative of the best ideals and the professional efforts of the teachers, the administration and the Committee.
- 4.2 In order to achieve these ideal ends, the parties recognize the need for establishing and maintaining a conduit for mutual expression and discussion, short of the formal contract grievance procedure whereby the parties may hear and attempt to jointly resolve problems which may arise after the execution of the Agreement and which, if reviewed informally, would better advance the ends toward which this Agreement was mutually designed. Therefore, in recognition of the professional standing of teachers and the fact that teachers' ideas and opinions systematically and periodically collated and expressed are of significant value in improving the quality of education, in, as well as the efficient and economical operation of the Hamilton- Wenham Regional School District; and in further recognition of the Association's collective knowledge of the ideas and opinions of teachers and their present and continuing concern for the best interests of the school system, the parties to the Agreement hereby establish the Committee on Mutual Concerns (herein called the Mutual Concerns Committee) which may consist of the following members depending upon the subject matter covered and the mandates of the MA Education Reform Act of 1993 and the federal No Child Left Behind (NCLB) Act:
1. The President of the Association
 2. Two other officers of the Association
 3. Four other members of the staff selected by the Association
 4. The Chairman of the School Committee
 5. The Vice Chairman of the School Committee
 6. A member of the School Committee
 7. The Superintendent of Schools or his/her designee
 8. The Principal of the High School, a Middle School Principal, and an Elementary School Principal
- 4.3 The Mutual Concerns Committee shall meet whenever necessary at a mutually convenient time and place to consult as specifically provided in this Agreement and to discuss such other matters of concern or interest to the Association, the Committee, or school administration.

If a party to this Agreement gives written notice to the other party that it desires consultation as provided herein, the parties shall within ten (10) calendar days schedule a meeting to be held at a mutually agreeable time and place; provided that failure to schedule a meeting within the ten (10) calendar days heretofore mentioned in this paragraph shall not affect the validity of any action taken by the Committee.

- 4.4 The parties further agree that at least one (1) week prior to the date scheduled for the consultation the President of the Association and the Superintendent will exchange a written agenda of subjects about which they desire to consult. The consultations, as nearly as possible, will be confined to the subjects on the agenda.
- 4.5 It is further agreed that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement as a whole; nor will these provisions make any matter a grievance which would not be a grievance in the absence of these provisions, nor make any matter a mandatory subject of bargaining in the absence of the provisions of this Article.
- 4.6 It is further agreed that the provisions of this Article will in no way be construed as permitting the Mutual Concerns Committee to deal with the grievances filed under Article 6, nor will these provisions be construed as a waiver by the Association of any of its rights under Chapter 150E of the General Laws of the Commonwealth.

ARTICLE V Employment

5.1 Continuation of Employment

In recognition of its obligations under the provisions of Chapter 150E of the General Laws, the Association hereby agrees and affirms that during the terms of this Agreement or any renewal or extension thereof neither it nor any of its agents nor any teachers covered by this Agreement as described in Section 1.2 will engage in, induce, incite, encourage or participate, either directly or indirectly, in any unlawful interference with assigned or expected work, including strike, sit down, stay in, slow down, work stoppage, withholding of service, “professional day” absence, and/or concerted or intentional unauthorized absences.

The Association further agrees that, should any of the above-mentioned actions occur (regardless of the lack of Association connection with the activity); it shall put forward sincere efforts to immediately have the activity terminated.

5.2 Professional Status

Professional teacher status may be granted at or after the second annual appointment by the Superintendent upon the recommendation of directors, department heads and principals as appropriate.

5.3 Increment

The increment for yearly service will be granted to all teachers who complete 90 days on the job in the school year preceding the effective year of the increment except that any increment may be withheld for just cause. In the event there is a possibility that a teacher’s increment may be withheld, the teacher will be advised of such possibility by April 15 and shall be notified of the final decision by June 1 of the year preceding the year in which the increment is to be withheld.

5.4 Credit for Non-Teaching Experience

The Superintendent shall fix the initial salary rate for each teacher on entering employment, giving consideration to academic training, previous experience, including business and military experience and special skills.

5.5 Resignation

A teacher intending to resign should notify the Superintendent of Schools in writing at least four (4) weeks before such resignation is to take place.

ARTICLE VI: Professional Policies

6.0 Professional Growth

The aim of the salary schedule is to promote professional growth by recognizing educational advancement, experience and competence in areas which are deemed related to a professional employee's responsibilities and which contribute to his/her effectiveness with young people. The professional growth of teachers is to be encouraged and will be periodically evaluated with the person involved.

6.1 Program for Professional Development

The Committee and the Association agree that continuing professional development is an expectation for all teachers and further agree that teachers who fulfill that expectation should be rewarded for their achievement.

6.2 Professional Coaching

Coaching is intended as a support to help teachers improve their instructional practice, and it is not to be used for evaluative purposes. Coaches will not share information from coaching activities with evaluators. If an evaluator wants a teacher to work with a coach to improve, then the evaluator needs to have that conversation with the teacher, not the coach.

6.3 Return of Agreement

A teacher shall sign and return an agreement for the following year within two (2) weeks of receipt of the agreement from the Superintendent's Office. If desired, any teacher may request, and will be given, a two-week extension of this deadline.

6.4 Copies of Agreement

As soon as practicable after the execution of this Agreement, the Committee and the Association shall prepare and make available to the Association this Agreement available on the District Website.

The Superintendent shall make every reasonable effort to ensure that each new staff member has access to a copy of this Agreement, and a copy of the current evaluation form applicable to the staff member's position, during the staff member's first full week of employment; provided, that failure to provide these documents pursuant to this Section 6.3

shall not affect any action taken by the Committee pursuant to this Agreement or pursuant to its evaluation procedure then in effect.

ARTICLE VII: Payroll Deductions

7.1 Association Dues

The Committee agrees to deduct Association dues from the salaries of teachers who authorize said deductions. It is the express intent of the parties that the provisions of this Article and are subject to the following conditions:

- a. The sum which represents such yearly Association dues shall annually be certified to the Committee no later than the first work day of the school year in which the dues are to be deducted as constituting such by the Treasurer of the Association. No change may be made in the amount of the annual dues to be deducted subsequent to this date.
- b. The teacher's authorization shall be in writing in the form set forth below and shall be valid until withdrawn. New authorizations must be submitted to the Superintendent by the second Friday of the school year in order to be effective for that school year. Withdrawal of authorization may be made by a teacher upon at least sixty (60) days' notice in writing of such withdrawal of authorization to the Committee (with a copy of said notice to the Association) except that a notice of withdrawal of authorization filed before the second Friday of the school year shall cause no payroll deductions to be made from the teacher's salary during said school year.
- c. All teachers with valid authorization on the second Friday of the school year are obligated for the entire amount of the annual Association dues. If a teacher leaves the system or withdraws this authorization before the entire amount of the annual dues has been deducted, the balance due will be deducted from the last paycheck prior to the effective day of the teacher leaving the system or the withdrawal of the authorization, as the case may be.
- d. Deductions shall be made from either ten (10) or twenty (20) consecutive payrolls, at the teacher election starting with the first payroll in October. Deductions provided for above shall be remitted to the Treasurer of the Association not later than three (3) weeks following the payroll period in which the deductions are made. Prior to the first payroll in October, the Committee shall furnish the Treasurer of the Association a listing of the teachers from whose earnings deductions will be made.
- e. The Association agrees that it will indemnify and hold the Committee harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Committee in accordance with the terms of this Article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Association on account of the deductions made from the earnings of such teacher or teachers.
- f. The provisions of this Article shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the District

Treasurer shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporation of Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the District Treasurer.

7.2 Other Voluntary Payroll Deductions

The Committee agrees that after receipt of written authorization from and prior to revocation or expiration thereof, it will deduct from the salary of the teacher executing such authorization, the amounts due for tax sheltered annuities, 403(b) plans, and/or group life and health insurance. Said authorization shall be in a form made available by the Superintendent.

7.3 Paperless Direct Deposit

The parties agree to the establishment of a paperless direct deposit procedure whereby the District shall directly deposit employee paychecks and employees shall receive the direct deposit information/voucher via electronic mail in the portable document format (PDF).

ARTICLE VIII: The School Year

8.0 School Year

A teacher's contract shall be for the period of the first teacher work day of the school year through June 30. The teacher work year will be 184 days. The Superintendent will consult with the Association President prior to determining the content of the staff development days. Teachers new to the system will also be required to attend a two-day workshop prior to September 1 and/or prior to Labor Day with no additional compensation.

8.1 School Calendar

Prior to December 1, the Superintendent will make arrangements with the Association for discussion of the ensuing two calendar years. The exact calendar days to be included in the school year shall be determined whenever possible by the mutual consent of the Committee and the Association. However, in the absence of mutual consent, it is the responsibility of the Committee to determine the calendar.

8.2 Hours of Work

a. For the 2018-2019 School Year, the hours of work will be:

Secondary (Grades 6-12)

Monday-Thursday: 7:25 AM - 2:50 PM

Friday: 7:25 AM - 2:20 PM

Elementary (Grades K-5)

Monday-Thursday: 8:15 AM - 3:15 PM

Friday: 8:15 AM - 2:57 PM

- b. Beginning in the 2019-2020 school year, the normal hours of work for teachers shall be the following:

Secondary (Grades 6-12)

Monday-Thursday: 7:25 AM - 2:50 PM

Friday: 7:25 AM - 2:20 PM

Elementary (Grades K-5)

Monday-Thursday: 8:05 AM - 3:15 PM

Friday: 8:05 AM - 2:57 PM

- c. Full-day in-service days shall be the approximate length of the work day. For part-time teachers, the principal will determine the dates on which the part-time teacher will attend the Wednesday in-service days and the professional development day schedule.
- d. Friday and Day Before Holiday. Teachers may leave on Fridays and the day before a holiday when their supervisory responsibilities of students are complete. In addition, in the event of snow or other emergencies, teachers may leave at the discretion of the principal in the interest of safety.
- e. Nurses will be provided nurse-related professional development during Wednesday afternoon early release days and district full day in-service days or will be permitted to obtain their own professional development during these times with the advance approval of the Superintendent or his/her designee.

8.3 Meetings

- a. The schedule, exclusive of meetings, for each school building shall be determined by June of the preceding school year. In the event it is desirable to alter the schedule due to circumstances beyond the Committee's control, the Committee will negotiate such proposed changes with the Association.
- b. Teachers shall be required to attend one 45-minute meeting per month the second Tuesday of each month commencing 10 minutes after the students leave at the elementary, middle and the high school. The Tuesday Meeting Agenda will be determined by the Building Principal with input from: the 6-12 Curriculum Leaders at the High School; the 6-12 Curriculum Leaders and Building Leadership Team at the Middle School and the Building Leadership Team and Curriculum Coach at the Elementary Level. The agenda for the Tuesday meeting will be distributed the Friday before the meeting.
- c. There shall be no more than two (2) general staff night meetings per year at each level.

ARTICLE IX: Duties and Responsibilities of Teachers

9.1 Primary Responsibility

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent reasonably practicable, be used to this end. The professional teacher has full-time duties as a staff member. It is expected that the professional teacher will not allow his/her outside activities to interfere with his/her teaching duties. The parties recognize, however, that teachers must perform certain duties in connection with the governance of students which are necessary to operate, manage, and supervise the Hamilton-Wenham Regional School District properly and which may not be directly related to the teaching function. As a condition of employment, teachers shall accept such reasonable in and out of class assignments, including those relating to the governance and safety of students, as are deemed necessary and proper by the Principal, except that no teacher should be required to perform substitute duty or participate in extra-curricular activities.

This is not to imply that additional specified duties or duty periods will be assigned to teachers beyond those specified in other sections of this contract or which are currently practiced within each building within the District.

9.2 Supervision of Student Teachers

Supervision of student teachers shall as often as possible be conducted by experienced teachers. The assignment of all student teachers will be a responsibility of the Principal, except that no teacher shall be required to accept a student teacher. In making such assignments, he/she shall, with the assistance of the 6-12 curriculum leader or supervisory teacher concerned, take into consideration the academic load schedule and record of similar past supervision assignments of the classroom teacher being considered for this assignment. Also, to be taken into consideration in making such assignments is the desirability of avoiding situations arising that would result in any student or group of students having more than one student teacher during any given student teaching period. Classroom teachers may, however, volunteer for such assignment and, in fact, are urged to do so in the interest of developing competent and well-trained teachers for the profession.

9.3 Middle School

Middle School team leaders will share duties with other faculty. All faculty will participate in lunch duty with the following exceptions: faculty who teach through two consecutive lunch periods will not be assigned lunch duty. AM and PM bus duty will be a voluntary stipend position and will include the elimination of either homeroom, lunch or study duties, to be determined by the teachers involved and the principal. If there are no volunteers for AM or PM bus duty, it will be assigned to all teachers. If it is necessary to assign teachers to bus duty no teacher will be assigned bus duty more than twice a week.

9.4 Elementary School

Teachers at the elementary level shall not be required to perform recess, lunch or bus duty.

9.5 Guidance and Adjustment Counselors

Guidance and adjustment counselors shall work the teacher's work week and school year. It is further agreed that guidance counselors be available for a reasonable number of evening meetings with parents and for special seminars and orientation meetings, in accordance with current practice.

9.6 Association President

The Association President shall be relieved of non-teaching duties.

ARTICLE X: Teaching Assignments

10.1 Teaching Assignment Notification

Teachers will be advised of any changes made in their programs prior to June 1. If changes are necessary after June 1, teachers will be notified as soon as practicable before the opening of school. Teachers whose assignments change will under normal circumstances be notified by June 1 of the prior year. "Assignments" are defined as changes in building, or changes in grade level for teachers in grades K-8. If a change is made after said date, the teacher shall have the right to a meeting with the building principal and/or Superintendent at which meeting an Association representative may be present. A teacher whose program is changed after June 1 may be informally observed but not formally evaluated in the new subject area or grade level prior to October 1 of the school year in which the change is effective.

10.2 Specialist Teaching Assignments

Specialist teachers (foreign language, art, music, physical education, technology education, and special education) may be assigned PK-12 according to their licensures as determined by the Superintendent notwithstanding anything to the contrary in this Agreement.

10.3 High School Teaching Assignments

- a. It is recognized that three (3) course preparations per week for each high school teacher as part of his/her five (5) teaching assignments, is preferable. However, it is also recognized that flexibility of scheduling for students sometimes requires up to four (4) different course preparations per week.
- b. A teacher who accepts a sixth (6th) teaching class assignment shall be paid a stipend of 5% per semester of his/her annual salary and shall be relieved of his/her duty assignment.
- c. In keeping with the long-established policy of the Committee and the administration, high school teachers will not be assigned, except temporarily and for good cause, to teach classes for which they are not licensed, or which are outside the scope of their major or minor fields of study.
- d. Where practicable, 6-12 Curriculum Leaders will be assigned four (4) periods per week for the performance of their supervisory and administrative duties in lieu of other assigned duties and shall be relieved of at least one (1) teaching assignment.

Further reduction of a 6-12 Curriculum Leader's load is to be determined each year by the administration based on the 6-12 Curriculum Leader s and instructional and budgetary considerations.

- e. The number of students assigned to teachers at the high school will normally not exceed an average of twenty-four (24) per class, with the exception of specific instances where large group instruction is the recognized norm. The size of classes insofar as practicable shall be predicated upon the methods and materials of instruction, the physical facilities and equipment available, and the recognized goal of a teacher-pupil ratio that makes for the most efficient and effective learning experience for students.

10.4 Middle School Teaching Assignments

- a. In keeping with the long-established policy of the Committee and the Administration, middle school teachers will not be assigned, except temporarily and for good cause, to teach classes for which they are not certified, or which are outside the scope of their major or minor fields of study.
- b. It is the desired objective of the School Committee to limit the maximum size of classes in grades 6-8, to twenty-five (25) students taking into consideration physical facilities, availability of personnel, sound pedagogical administration of the schools and the availability of funds.
- c. A middle school teacher who accepts an additional academic teaching assignment over the typical current teaching model shall be paid a stipend of 5% per semester of his/her annual salary and shall be relieved of his/her duty assignment.

10.5 Elementary Teaching Assignments

It is the desired objective of the School Committee to limit the maximum size of classes in grades Prek-5, to twenty-five (25) students taking into consideration physical facilities, availability of personnel, sound pedagogical administration of the schools and the availability of funds.

ARTICLE XI: Teacher Preparation Time

11.1 High School Teacher Preparation Time

There will be a minimum of 440 minutes per week of planning time. This time will be used for both individual and collaborative activities. Individual activities may include, but are not limited to: course research, correcting, class preparation and individual professional growth activities, such as coaching. Collaborative activities may include the development of common assessments, analysis of student work and curriculum development and will be spent in the best interest of the students and their education as they align with the departmental, school and district-wide goals.

Notes:

1. It is understood that the specific amount of planning allocated to individual or collaborative activities during any given week may vary. In general, a typical week may include 350 minutes of individual work and 90 minutes of collaborative work.
2. It is understood by both parties that, should any conflict occur as to the manner in which the individual and common planning time is being utilized, the immediate resolution will be that the Union President and the Superintendent of Schools will work to resolve the conflict. If resolution cannot be reached, the established grievance process will be followed.

11.2 Middle School Teacher Preparation Time

There will be a minimum of 500 minutes per week of planning time. This time will be used for both individual and common (team) planning time. Individual activities may include, but are not limited to: course research, correcting, class preparation, and individual professional growth activities, such as coaching. Common planning time will be spent in the best interest of the students and their education and may be used for but will not be restricted to: interdisciplinary curriculum work; Section 504, IEP, parent and student assistance meetings; and other team responsibilities as they align with both school and district-wide goals. The building principal, in consultation with the Team Leader, will develop the agenda for common planning time.

Notes:

1. It is understood that the specific amount of planning allocated to individual or common planning time during any given week may vary. In general, a typical week may include 300 minutes of individual planning and 200 minutes of common planning time.
2. It is understood by both parties that, should any conflict occur as to the manner in which the individual and common planning time is being utilized, the immediate resolution will be that the Union President and the Superintendent of Schools will work to resolve the conflict. If resolution cannot be reached, the established grievance process will be followed.

11.3 Elementary Teacher Preparation Time

All elementary teachers will be guaranteed a minimum of 200 minutes per week of non-assigned preparation time during the student day. In addition, elementary teachers will also be guaranteed one (1) sixty (60) minute planning period on Wednesday. Non-assigned preparation time shall be scheduled so that no time period is less than thirty (30) minutes' duration for kindergarten teachers and specialist teachers and forty (40) minutes' duration for teachers of grades K through 5. Beginning with the 2019-2020 school year, every elementary teacher will be provided this time in equal blocks (e.g. 50 minutes) on Monday, Tuesday, Thursday and Friday. Non-assigned preparation time will be spent in the best interest of the students and their education by reserving the time for research, preparation, correcting, and student consultation.

In addition, teachers will be allocated a 20-25-minute block of time surrounding the 20-minute duty free lunch. This block will be defined as teacher administrative time. Every

effort will be made to ensure that teachers will determine use of this time for activities including but not limited to: student tutorials, parent communications, afternoon setup, completing reports and forms and engaging in professional discourse. On occasion, teachers may be asked to attend a meeting during this time, provided that the teacher has a preparation period during the day of the meeting.

11.4 Special Education Teachers

The building principal will work with special education teachers to develop a schedule which allows special education teachers an opportunity for planning (including planning with their teaching assistants) within the work week schedule on an equitable basis with classroom teachers in the same building. The final decision regarding the schedule will remain the responsibility of the building principal.

ARTICLE XII: Paid Leave

12.1 Professional Days

- a. Professional days can provide valuable professional experiences and are viewed favorably by the administration. Days for visiting and evaluation must be approved in advance by the building principal and Superintendent.
- b. The Superintendent may, at his/her discretion, grant permission to a teacher to be absent for professional development and enrichment. The Superintendent of Schools delegates this authority to Principals except that the Principal shall confer with the Superintendent whenever a substitute is required, or the expenditure of money is involved. Whenever the visit requires a day's absence, a paid substitute may be employed.
- c. Teachers who serve on evaluation committees for the New England Association of Secondary Schools and Colleges (NEASC) may be granted the days necessary to serve on said evaluation committees. These days are separate from sick leave and personal days.
- d. Days taken as "Professional Days" will not be subtracted from the days involved with sick leave or personal leave.

12.2 Personal Business Leave

- a. The School Committee and the Association recognize that occasionally compelling personal reasons arise that necessitate absence from the regular school day. Two (2) days leave per school year with pay, and not deducted from sick leave, will be allowed to each teacher for compelling personal reasons. The staff recognizes its obligation to the educational welfare of the students and the need to avoid unnecessary absences. The parties agree that personal leave is intended to accommodate personal emergencies or legal arrangements that cannot be made outside of the school day as well as significant events such as graduations and weddings in the immediate family. This listing is intended as examples of compelling personal reasons and is not intended to be all-inclusive. The

professional judgment and sense of responsibility of the teacher is relied upon. Prior permission and explanation is not required (except as noted below) although the teacher is expected to give the Principal as much advance notice as is practicable.

- b. All personal leave days immediately before or after vacations and holidays and at the beginning or end of the school year must be approved by the Superintendent or his/her assigned representative. Each situation will be evaluated by the Superintendent or his/her assigned representative. An employee should realize that if leave is approved one may forfeit per diem salary for the days missed and/or be requested to pay for substitute coverage.
- c. A member may carry over one additional personal day for a total of three days in the subsequent year. A teacher must provide notice on or before May 1st as to whether he/she intends to carry over a personal day.

12.3 Emergency Leave

In addition to the two (2) days of leave described in the preceding paragraph, the Superintendent or his/her designee, may authorize up to three (3) additional days per school year for unusual or emergency situations that are compelling and justifiable in her/his opinion. These days are not to be deducted from sick leave.

12.4 Religious/Ethnic Observance Leave

In addition to the two (2) days of leave described in 12.3 the Superintendent or his/her designee may authorize additional leave for up to three (3) days per school year for religious or ethnic observances. This leave will be granted as non-cumulative, paid leave.

12.5 Bereavement Leave

- a. Up to five (5) extra days per year for death in the immediate household or immediate family of such teacher, or the death of another close significant person to the teacher. Notification of the need for such leave shall be made to the Superintendent.
- b. Additional consecutive days may be granted upon request with approval of the Superintendent for the following reasons: travel, distance and time, legal matters, religious reasons, delayed funeral or for any other unforeseen circumstances. However, the determination of the Superintendent concerning such additional days shall not be subject to the grievance and arbitration procedures of this Agreement.

12.6 Jury Duty

The Committee agrees to pay any teacher who is called to jury duty the difference between his/her regular salary and his/her payments for jury service minus travel reimbursement for school days actually missed. To be eligible for payment under this section a teacher must furnish documentary evidence from the court, which sets forth the amount of payments received by him/her as a juror. Payment by the Committee will be made as soon as practicable after the documentary evidence for a particular period of service is furnished.

12.7 Travel Compensation

Teachers as defined in the Unit as set forth in Section 1.2 will be compensated for any necessary expense in traveling to destinations for conferences, consultations, or other school business as long as the purpose for the travel is directly related to their assignments and has been given prior approval by the Superintendent. Teachers who are authorized to use their private automobiles for such travel shall be reimbursed. The mileage reimbursement rate for a particular fiscal year will not be decreased after the commencement of that fiscal year.

ARTICLE XIII: Unpaid Leave

Leaves of absence without pay may, at the discretion of the Superintendent, be granted for the following:

13.1 Health

Any teacher whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay for up to six months. Such requests must be made to the principal with final approval granted by the Superintendent.

13.2 Paternity

Requests for leave must be made to the principal delineating the number of days requested. Paternity leave will be granted upon the recommendation of the principal and at the discretion of the Superintendent.

13.3 Military Service

Any employee, who enlists or is drafted into the military service of the United States, or in an auxiliary corps connected therewith, will be treated in accordance with the current state and federal laws governing such service.

13.4 Teaching Abroad

Requests for leave must be made to the principal. Such unpaid leave will be granted upon the recommendation of the principal and at the discretion of the Superintendent.

13.5 Approved Travel

Requests for leave must be made to the principal. Such unpaid leave will be granted upon the recommendation of the principal and at the discretion of the Superintendent.

13.6 Other Approved Reasons

Requests for other reasons must be made to the principal. Such unpaid leave will be granted upon the recommendation of the principal and at the discretion of the Superintendent.

13.7 Increment

The increment for yearly service will be granted to a teacher returning from a leave of absence who completed 90 days on the job in the school year preceding the commencement

of the leave except that any increment may be withheld for just cause. The rights and benefits of accrued sick leave, professional status, seniority, senior staff status and salary placement, which the teacher enjoyed as of the date of the leave of absence shall be restored to him/her upon his/her return from the leave of absence.

13.8 Seniority

When a member is out on unpaid leave for the entire school year, that year will not count toward the accumulation of seniority as defined in Article XVIII, Section 18.1(b)

ARTICLE XIV: Leave of Absence for Professional Study

14.1 Conditions for Leave of Absence

Staff members who achieved professional teacher status and who have been in the system for several years and appear likely to continue in the system for several years may at the discretion of the Committee, on the recommendation of the Principal and Superintendent, be granted a leave of absence for study for up to one (1) school year's duration.

14.2 Compensation

The Committee may pay up to 100% of the salary the teacher would have received had he/she been in the system the year of the leave. The applicant shall make full disclosure to the Committee of all grants (and other similar stipends to be received) and such grants will at the discretion of the Committee be considered a part of total pay. Tuition grants will not, however, be considered a part of total pay. The salary on returning to the position after such leave with pay shall include a step on the schedule as a year of teaching experience.

14.3 Return to Service

The teacher prior to taking such leave shall enter into a written agreement with the School Committee that upon termination of such leave he/she will return to service in the public schools for a period equal to twice the length of such leave and that, in default of completing such service, he/she will refund an amount equal to such proportion of pay and allowances, with interest, received by him/her while on leave. In case of death or permanent disability this requirement shall be waived.

14.4 Rights and Benefits

The rights and benefits of accrued sick leave, tenure, seniority and salary placement, which the teacher enjoyed as of the date of the leave of absence, shall be restored to him/her upon his/her return from the leave of absence.

ARTICLE XV: Parental and Childrearing Leave

15.1 Parental Leave

A member of the bargaining unit who has completed three (3) or more months (90 calendar days) of continuous and unbroken service within the system shall be eligible for parental leave, as described in the sections below of this article, if the member of the bargaining unit

provides to the Superintendent or his/her designee written notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system.

Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purpose of giving birth or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If there are two employees employed by the District, they will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child. The Association reserves any and all bargaining rights regarding the interpretation and application of “An Act Relative to Parental Leave”, effective April 7, 2015. (MLC c 149, Section 105D).

- a. Additionally, under the Family Medical Leave Act (FMLA), a teacher who has completed one full school year in the District, shall be entitled to an additional four (4) weeks leave (for a total of twelve weeks leave) beyond the eight (8) weeks granted under MGL, Chapter 149, section 105D for the purpose of giving birth or adoption. If the teacher has not completed one full school year in the District, she is only entitled to an eight (8) week leave.
- b. Upon receipt of a doctor’s letter verifying disability periods due to pregnancy, childbirth that certifies the length of time the teacher will be disabled, a teacher is eligible to use accumulated sick days towards the leave. The remaining portion of the leave will be unpaid.
- c. The teacher, upon completion of childbearing leave, shall be restored to the position she held when her leave commenced or a substantially equivalent position.

15.2 Childrearing Leave

- a. Timely with the birth or adoption of a child or upon the completion of a childbearing or adoption leave and at the sole option of the teacher, the Superintendent shall grant a non-paid leave of absence to said teacher for a duration not in excess of the remainder of the current school year except that in the case of a teacher whose initial eight (8) week leave commences on or after February 1 of a school year, the Superintendent shall grant a non-paid leave of absence to said teacher for a duration not in excess of the school year next following the school year in which the leave commences.
- b. Teachers on unpaid leaves of absence may continue group insurance coverage as provided by the Committee to members of this bargaining unit by paying the full premium cost.

ARTICLE XVI: Sick Leave

16.1 Sick Leave

- a. Any regular full-time teacher, absent due to personal illness or illness in the immediate family shall be entitled to full pay for fifteen (15) days per year. A

teacher who has exhausted the fifteen (15) days allotted annually must furnish evidence to the reasonable satisfaction of the Superintendent to be eligible to utilize remaining accumulated days for personal illness. Full-time teachers may accumulate up to 180 days.

- b. Any regular part-time teacher, absent due to personal illness, shall be credited with sick leave days prorated according to the number of hours or classes (as appropriate) in the part-time teacher's schedule. A part-time teacher's ability to access accumulated sick days will be similarly prorated.
- c. To be eligible for sick leave a teacher must furnish evidence to the reasonable satisfaction of the Superintendent that the teacher was prevented from working by illness or injury if the absence continues in excess of fifteen (15) days at the prorated annual allotment.

16.2 Sick Leave Bank

- a. All Members are eligible to participate in the Sick Leave Bank (Bank).
- b. The Bank will be managed on a Contract Year basis (September 1st – August 31st).
- c. Each Member will contribute two (2) sick days per Contract Year to the Bank during the term of this Agreement beginning in Year 1.
- d. A passive enrollment will occur at the beginning of each Contract Year; each Member will be automatically enrolled in the Bank unless he/she opts out as follows:
 - 1. In Year 1, a Member can opt out of the Bank by sending written notification to the Superintendent (or Designee) within two (2) weeks of the execution of this Agreement.
 - 2. In Years 2 and 3, a Member can opt out of the Bank by sending written notification to the Superintendent (or Designee) by September 15th.
 - 3. In all years, a new hire Member can opt out of the Bank by sending written notification to the Superintendent (or Designee) within two (2) weeks of their first day of employment.
 - 4. Members will not be reimbursed for prior year contributions to the Bank if they choose to opt out of the Bank in subsequent years.
- e. Any balance in the Bank that exists at the end of a Contract Year shall be automatically carried over to the next Contract Year.
- f. The Bank will be administered by the Assistant Superintendent (or Designee) and will be maintained within the District's Accounting System which is currently BudgetSense.
- g. If the Bank becomes exhausted during any Contract Year, it shall be renewed through a passive contribution of one (1) additional sick day from all active Bank Members.

- h. Members are limited to draw a maximum of ninety (90) sick days from the Bank during their employment with the District.
- i. Members must be active participants in the Bank in order to be eligible to draw from the Bank.
- j. A Member must have exhausted all accrued sick and personal time in order to be eligible to draw from the Bank.
- k. A Member cannot access Bank benefits concurrently with Long Term Disability or other similar benefits.
- l. A Member can only access the Bank as a result of his or her own serious health condition (e.g. Illness or Accident). The Bank cannot be accessed for the following reasons: birth of a child, maternity, adoption, or to care for an immediate family member (spouse, son, daughter, or parent).
- m. An Application for Sick Leave Bank Benefits must be made, in advance, and in writing to the Superintendent (or Designee) and must be accompanied by a Certification (Letter) from the Members Primary Health Care Provider. The Certification must be deemed satisfactory by the Superintendent (or Designee). If it is not satisfactory, the Superintendent (or Designee) can request that additional medical information be provided before an Application can be approved.
- n. The decision of the Superintendent (or Designee) with respect to any Application for Sick Leave Bank benefits shall be final.

16.3 Sick Day Buy-Back

- a. Teachers who retire under the Massachusetts Teachers' Retirement System shall, after retirement, be paid for up to 180 accumulated unused sick days in accordance with the following formula: (Number of Sick Days) x (Final Year's per diem Salary Rate) x 5%. Payment for up to 180 accumulated unused sick days will be paid no later than July 30th of the fiscal year after retirement if notification of said retirement is submitted to the Superintendent by December 1st.
- b. Part-time teachers are eligible for payments in accordance with the above schedule on a pro-rata basis.
- c. Sick Leave Buy Back will not be available for any members hired after September 1, 2019.

ARTICLE XVII: Transfers

In order to ensure that students are taught by teachers working within their licensure the following policies are agreed to. The term "grade level" refers to grades PK-5 at the elementary school level, grades 6-7-8 at the middle school level and grades 9-12 at the high school level.

17.1 Posting of Vacancies

Teachers from within the bargaining unit shall be considered along with other candidates for positions of greater responsibility or salary differential. To this end, professional

positions in the Hamilton-Wenham Regional School District, which the Committee has decided to fill for a period in excess of twenty (20) school days, will be publicized. Said notice shall set forth the general qualifications for the vacant position, a general description of the duties, the rate of compensation and the date the notice of the vacancy was sent to the Association. The posting notices shall include the application deadline date in order to insure consideration for the position.

If a position opens in the summer months, notification will be sent to the President of the Association or his/her representative via email, and the notice will be posted on the websites for the Association and District.

The Superintendent will not make any final decision with respect to filling any vacancy arising between the start of the school year and July 15 prior to fourteen (14) calendar days from sending to the Association the aforesaid notice and it will not make any final decision with respect to filling any vacancy arising between July 15 and the start of the school year prior to seven (7) calendar days from sending such notice to the Association.

In all cases where school employees are being noncompetitively reappointed to extra duty positions, no posting shall be required. If an employee is not to be reappointed, he/she shall be notified of the non-reappointment before the position is posted.

Notwithstanding the foregoing, vacancies shall first be filled by teachers who accept recall from layoff pursuant to Section 18.3.

The Superintendent will notify the Association in writing of all existing positions which he/she has determined not to fill.

17.2 Voluntary Transfer

- a. Any teacher wishing to be transferred to another grade and/or assignment effective the next school year shall make his/her request in writing to the Superintendent indicating the grade and school to which the teacher desires to be transferred. Said request shall be made prior to March 31 and shall be acknowledged within thirty (30) days of receipt and shall be effective only for the immediately following school year.
- b. Voluntary requests for transfer to positions within the same grade level (PK-5 or 6-7-8, or 9-12) shall be granted to the extent that an opening is available and that the Superintendent of Schools endorses the transfer considering such factors as the teacher's credentials, certification, teaching style, special training, experience and the needs of the instructional program including consideration of role models.
- c. If a teacher with professional teacher status is laid off due to the elimination of the teacher's position or if a teacher with professional teacher status is displaced by the return of a teacher from a leave of absence, said teacher shall be offered and granted a transfer to any open position within the same grade level provided that said teacher otherwise has not been reappointed and the Superintendent of Schools endorses the transfer considering such factors as the teacher's credentials, licensure, teaching styles, special training, experience and the needs of the instructional program including the consideration of role models. The Superintendent reserves

the right in his/her sole discretion to offer and grant to a teacher a transfer to any other open position not necessarily within the same grade level notwithstanding anything in the foregoing to the contrary.

17.3 Involuntary Transfer

- a. Involuntary transfer of teachers may be made by the Superintendent only to meet the best interests and/or needs of the Hamilton-Wenham Regional School District and/or students. Such factors as enrollment trends and class size, teacher's credentials, licensure, teaching style, special training, experience and the needs of the instructional program including consideration of role models shall be considered.
- b. In the case of an involuntary transfer within a grade level, the teacher shall have the right to a hearing with the building principals and/or the Superintendent at which hearing an Association representative may be present. Notification of involuntary transfer shall normally be made prior to August 15 of the school year preceding its effect.
- c. A teacher who is involuntarily transferred after June 1 may be informally observed but will not be formally evaluated in the new subject area or grade level prior to October 1 of the year in which the transfer is effective.
- d. Specialist teachers may be assigned PK-12 according to their licensure as determined by the Superintendent notwithstanding anything to be contrary in this Agreement.

ARTICLE XVIII: Reduction in Staff

18.1 Reduction in Staff

- a. In the event the Committee should determine following any normal attrition that it is necessary to reduce the number of teachers on its staff, a teacher with professional status shall not be laid off if there is a teacher without professional status whose position the teacher with professional status is qualified to fill.
- b. If a reduction involves the layoff of a teacher with professional status, layoffs shall be grades 9-12 on a departmental basis, grades 6-7-8 on a discipline basis, within grades PK-5, PK-12 specialist teachers (art, music, physical education, technology education and special education) and grade 6-12 foreign language teachers. The order of layoff within a 9-12 department or 6-7-8 discipline, within grades PK-5, PK-12 specialist teachers (foreign language, art, music, nurses, physical education, technology education and special education) shall be based on the following factors: professional competency and ability, areas of specialty and major and minor field of study. In the event two or more teachers have relatively equal qualifications, the Superintendent shall lay off the teacher with the least seniority. Seniority shall be determined by length of continuous service in the Hamilton-Wenham Regional School District including any period of approved leaves of absence.

- c. The Superintendent shall make a good faith effort to communicate with teachers potentially impacted by budget cuts on/or before May 1st. A teacher so affected by a reduction shall be notified in writing by the last Friday in May except if, as a result of the Regional School District budget process specified in Chapter 71, Section 16B, no District budget is approved, or the total amount of the District budget which is so approved (and funded by appropriations of both Towns) is less than the total amount of the budget previously adopted by the Committee, then within ten (10) days after approval by both towns of such a reduced budget, teachers who are to be so affected will be notified by the Superintendent that he/she will be dismissing the teacher. Before adopting any reduced budget, the Committee and/or the Superintendent will offer the Association an opportunity to meet for the purpose of discussing possible alternatives.

18.2 Recall Rights

A teacher with professional teacher status who is laid off shall have recall rights from the time of notification and for a period of fifteen (15) months following the ending of the school year immediately preceding the beginning of his/her layoff. Said recall rights may at the sole option of the teacher be extended for an additional twelve (12) months if the teacher notified the Superintendent of the exercise of this choice during the month of March of the first year of the layoff.

18.3 Order of Recall for Teachers with Professional Status

- a. High School - At the high school level a laid-off teacher shall have preference in inverse order of layoff to fill any vacancy within the bargaining unit that is within the same department at the high school as the position he/she last held and is otherwise qualified to fill, prior to and consistent with the filling of vacancies as provided by Section 17.1 of this Agreement or any other transfer by incumbent staff.
- b. Middle School - Within grades 6-7-8 a laid-off teacher shall have preference in inverse order of layoff to fill any vacancy within the bargaining unit that is within the same discipline at the middle school as the position he/she last held and is otherwise qualified to fill, prior to and consistent with the filling of vacancies as provided by Section 17.1 of this Agreement or any other transfer by incumbent staff.
- c. Elementary Schools - Within grades PK-5 a laid-off teacher shall have preference in inverse order of layoff to fill any vacancy within the bargaining unit that is within the PK-5 school level and he/she is otherwise qualified to fill, prior to and consistent with the filling of vacancies as provided by Section 17.1 of this Agreement or any other transfer by incumbent staff.
- d. Specialist Teachers - Specialist teachers (art, music, nurses, physical education, technology education and special education) shall have preference in inverse order of layoff to fill any vacancy within the bargaining unit that is within the same discipline PK-12. Foreign Language teachers shall have preference in inverse order of layoff to fill any vacancy within the bargaining unit that is within their licensure, PK 12.

- e. Seniority - In any instance where the Superintendent's decision to layoff two or more teachers was made on the same day, the Superintendent shall recall the teachers in order of seniority. A teacher shall notify the Superintendent in writing of his/her acceptance of any position offered under this provision within seven (7) days of the date the Superintendent mails an offer of employment to the teacher's address of record as filed with the Superintendent. A teacher who is offered and who declines recall to a vacant position which such teacher is qualified to fill shall have no further recall rights.
- f. Insurance Coverage - During the effective period of recall rights, laid-off teachers may continue group insurance coverage as provided by the Committee to members of the bargaining unit by paying the full premium costs and shall be given priority on the substitute list if they choose to be so recorded.
- g. The rights and benefits of accrued sick leave, professional status, seniority, and salary placement, which the teacher enjoyed as of the date of layoff, shall be restored to him/her upon his/her return from layoff.

ARTICLE XIX: Teacher Evaluation

19.1 Teacher Evaluation

Consistent with the usual and existing practices at the Hamilton-Wenham Regional School District, all monitoring and/or observations of the work performance of a teacher will be conducted openly and in a professional manner. Teachers will be given a copy of any written evaluation report that is prepared as a result of any specific observations and will have the right to discuss such report with their evaluator. The parties agree to addend the Educator Evaluation Agreement to this collective bargaining agreement as Appendix H.

19.2 Professional Status Teachers

Professional status teachers will be evaluated in writing every other year. The Principal and/or his/her designee will be the primary evaluator at the elementary, middle and high schools. A teacher and/or administrator may request an individual who is otherwise employed by the District to conduct a partial evaluation in his/her area of specialty.

19.3 Pre-Professional Status Teachers

Pre-professional status teachers shall be evaluated annually in writing. The Principal and/or his/her designee will be the primary evaluator at the elementary, middle and high school levels. The Director of Curriculum and /or Director of Student Services may conduct observations that contribute to the final summative evaluation. Said evaluation, together with any partial evaluations, will be given consideration by the Superintendent in reaching a decision regarding reappointment, or election to professional teacher status.

19.4 Unsatisfactory Performance

Teachers whose service has been rated unsatisfactory or who have been formally criticized or reprimanded by a supervisor in any respect shall be notified of such action, and shall have the right, upon request, to meet with the rating or evaluating supervisor who shall

review and fully explain the rating of the teacher. Said reviewing supervisor shall also define and suggest to the teacher areas for remedy and improvement of the rating, criticism or reprimand.

ARTICLE XX: Teacher Records

20.1 Personnel File

With regard to the personnel file of all teachers, the Committee hereby reaffirms its belief in and compliance with the so-called “open folder rule” of the laws of the Commonwealth as more fully explained in Chapter 71, Section 42C of the General Laws which preserves a teacher’s right to examine and copy personnel folders, files, cards and records concerning either the teacher or his/her work, provided that such examination shall be in the presence of a school official or his/her designee. This should not be construed as giving teachers the right to examine records which the school system has received in confidence from the reference source.

However, consistent with the cited statute, it shall be the responsibility of the individual teacher to request and periodically review his/her folder. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. The Committee urges the teachers to review regularly their personnel folders in order to protect fully their rights to implement fully the terms, provisions and tenets of this Agreement.

ARTICLE XXI: Insurance

21.1 Health Insurance

The parties agree to continue bargaining health insurance benefits and plan design pursuant to MGL c 32B, Section 19.

The committee will reimburse members on HMO Plans for the first 50% of their deductible: \$500 for members with individual coverage and \$1,000 with family coverage. The HPHC Health Reimbursement Account (HRA) claims process will automatically provide payment to the provider within two business days of receiving the claim. An electronic file will be sent to the HRA vendor weekly. Members will not be required to submit paperwork. The HRA procedure is referenced and explained in Appendix G, attached to this MOA. In addition, members currently enrolled in the Lo Option plan will be compensated with \$100. Members enrolled in the Point of Service and Preferred Provider Option plans will not be eligible for the Health Reimbursement Account (HRA) referenced above.

21.2 Insurance for Teachers on Unpaid Leave

Teachers on unpaid leaves of absence may continue group insurance coverage as provided by the Committee to members of this bargaining unit by paying the full premium cost.

21.3 Disability Insurance

A disability insurance program for bargaining unit members will be available. The District will incur no costs associated with the implementation of this benefit.

21.4 Flexible Spending Medical/Dependent Program

The District will establish a Flexible Spending Medical/Dependent Program.

- a. The District will provide for and pay the one-time set up costs to implement the program.
- b. The District will pay an annual administrative fee for employees who opt into the program for the duration of the contract.
- c. All employees will enroll in the same plan and will be eligible for on-line enrollment. The deduction period will run from October through June. The number of deductions will be determined by the payroll calendar for the fiscal year.
- d. An employee will be eligible to deposit up to the federally regulated maximum amount in his/her health care flexible spending account.
- e. An employee will be eligible to deposit up to the federally regulated maximum amount in his/her dependent care account.

ARTICLE XXII: Grievance Procedure

22.1 Purpose

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to each and every grievance. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

In order to insure the ability of teachers to pursue freely their rights under this Article, the Committee agrees that no reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any member of the Association or any participant in the grievance procedure by reason of such participation.

22.2 Definitions

The following definitions shall apply for purposes of this Agreement:

- a. A “grievance” shall mean a complaint by a teacher (or, in the case of a group or class grievance, a group or class of teachers) that as to such teacher (or teachers) the Committee has interpreted and applied this Agreement in violation of a provision hereof.
- b. An “aggrieved teacher” shall mean the teacher or teachers making the complaint, except that in the case of teachers without professional status, the Association may make the complaint.

22.3 Time Limits

Since it is important that all grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement in writing. "Days", as used in this Article, shall mean school days from the first teacher work day through May 31 and calendar days (Monday through Friday) during the period June 1 through August 31.

If a teacher or the Association does not present the grievance in accordance with Section 22.5a or 22.7d, respectively, within twenty (20) days after the teacher or Association, respectively, first knew or reasonably should have known of the act or condition on which the grievance is based then the grievance shall not be subject to the grievance procedure or to arbitration under this Article. A grievance which is not pursued within this time limit at any stage of this grievance and arbitration procedure shall be deemed waived and shall not thereafter be subject to the grievance procedure or to arbitration under this Article.

In the event a grievance is filed on or after April 1, the time limits set forth herein may be reduced by written agreement between the parties so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

22.4 Representation

Nothing in this Agreement shall prevent any teacher from individually presenting any grievance without the intervention of the Association, provided the adjustment is not in violation of the terms of this Agreement and provided further that the Association may be present at grievance meetings and state its position on the grievance.

The teacher may be represented at any or all stages in the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association.

22.5 Grievance Procedure

- a. Principal Level - The aggrieved teacher must first present the grievance either orally or in writing to the principal of his/her school or, in cases where a teacher is not accountable to a single principal, to his/her next immediate supervisor, not a member of this bargaining unit, within twenty (20) days after the teacher first knew or reasonably should have known of the act or condition on which the grievance is based. The principal, supervisor or designee shall meet with the aggrieved teacher to discuss the grievance and shall provide a decision in writing within five (5) days after the presentation of the grievance at this level.
- b. Superintendent Level - If the grievance is not settled at the preceding level, the grievance may be presented, in writing, to the Superintendent within five (5) days after the receipt of the decision in the preceding level. The specific nature of the complaint and the contract provisions alleged to have been violated shall be included at this time. The Superintendent or his/her designee shall meet with the aggrieved teacher, within five (5) days after receipt of the written grievance by the Superintendent, to discuss the grievance. The Superintendent or his/her designee

shall issue a written decision within (five) 5 days after the conclusion of such meeting.

- c. Committee Level - If the grievance is not settled at the preceding level, the grievance may be presented to the School Committee by giving written notice to the Superintendent within five (5) days after the receipt of the decision in the preceding level. The Committee or its subcommittee shall meet with the aggrieved teacher and the Committee shall issue a written decision within fifteen (15) days after receipt of such written notice.
- d. Appeal to Arbitration - If the grievance is not settled at the preceding level, the Association may submit the grievance to arbitration in accordance with Section 22.6. The Association President shall give written notice to the Committee, care of the Superintendent, of such decision no later than (10) days after receipt of the decision by the Committee in the preceding level.

22.6 Arbitration

In the event the Association submits a grievance to arbitration (Section 22.5d), the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this section.

- a. Selection of Arbitrator - Within ten (10) days after receipt of notice of submission to arbitration, referred to in Section 22.5d, the Committee or its designee and the Association will endeavor to agree upon a mutually acceptable arbitrator and to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment to serve, the grievance may be referred to the American Arbitration Association by the Association within twenty (20) days after receipt of the notice of submission to arbitration. In such event, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association applicable to voluntary labor arbitrations. The School District and the Association shall share equally in compensation and expenses of the arbitrator.
- b. Question of Arbitrability - Questions of Arbitrability are not waived and may be raised by either party in arbitration or in any other appropriate forum.
- c. Conduct of Arbitration - Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association applicable to voluntary labor arbitrations, subject to the provisions of this Agreement.
- d. Arbitrator's Function and Authority - The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or deduction from any of the provisions of this Agreement. In reaching his/her decision, the arbitrator shall be subject to the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein.

- e. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the Committee, the Association, and the teacher(s) who initiated the grievance.

22.7 Other

- a. If a decision at any level is not provided within the time limit specified, the grievance shall be deemed denied on the day the decision was due and shall be qualified to be taken to the next higher level.
- b. Decisions, rendered at all levels described in Section 22.5, shall be in writing and will be transmitted promptly to all parties in interest including the President of the Association.
- c. All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the aggrieved teachers.
- d. Group Grievance - If a grievance affects a group or class of teachers, the Association may directly submit such grievance in writing at the Superintendent level.
- e. Waiver of Procedure - If the aggrieved teacher and the Superintendent agree, the Superintendent level specified in Section 22.5b may be omitted and the grievance may be presented directly at the Committee level.

22.8 Complaint Procedure

- a. A complaint by a teacher (as distinguished from a grievance defined in Section 22.2) relating to a matter of wages, hours and conditions of employment, but which is not specifically provided for in this Agreement, shall be handled in the manner prescribed below:
- b. Within twenty (20) school days after the teacher first knew or reasonably should have known of the act or condition giving rise to the complaint, he/she shall initiate attempts at resolution following the procedures of the Principal and Superintendent levels of the grievance procedure. If the complaint is not resolved at the Superintendent level, the complainant may present his/her complaint to the Committee on Mutual Concerns within five (5) school days after the conclusion of proceedings at the Superintendent level. It shall be the responsibility of the Committee on Mutual Concerns to hear both sides of the issue and to explore possible resolutions. In the event that the issue is not resolved in the Committee on Mutual Concerns, it shall be the responsibility of the Committee to make a recommendation to the School Committee based on its findings.
- c. Irrespective of the twenty (20) day limit referred to in the preceding paragraph, no reasonable complaint pursued with reasonable timeliness shall be denied this procedure.
- d. The final step in this complaint procedure shall be a hearing of the complainant before the Committee or subcommittee of the Committee at which hearing the complainant shall have the right to Association representation.

ARTICLE XXIII: Teaching Assistants and Substitute Teachers

23.1 Teaching Assistants

Teaching assistants will not be employed, unless in a supporting role under the supervision of a licensed teacher.

23.2 Specialist Substitutes

Every reasonable effort shall be made by the administration to obtain substitutes for music, art, physical education, library, technology, and foreign language specialists at the elementary school level.

ARTICLE XXIV: Teacher Protection and Limitations

24.1 Teacher Involvement in Assault and Battery

Teachers will immediately report to the Superintendent in writing (with copies of the report also given to the Principal), all cases of actual or suspected assault and/or battery suffered by them in the course of their employment in the school. Likewise, teachers will report in writing as above any incident in the course of their employment which involved the touching of an individual and which might in their reasonable opinion give rise to a charge of assault and/or battery against them. The teacher's report will be forwarded to the Committee or their designee. The Committee will comply with any reasonable request from a teacher or the Association for information in its possession relevant to the incident, persons directly involved, and will otherwise reasonably act and cooperate with the teacher, police and the courts to the extent it is possessed of such knowledge, reports and information of the incident as the employing authority; provided however, that the Committee deems such action to be reasonable and within the best interest of the school system. The teacher will comply with any reasonable request from the Committee for information concerning the incident and the persons involved. If an action is brought against the Committee under Chapter 258 of the General Laws, the member or members of the bargaining unit shall provide reasonable cooperation to the Committee in the defense of such action. The Committee recognizes that information obtained from a member of the bargaining unit in providing such reasonable cooperation may not be used as evidence in any disciplinary action against the employee. The Committee agrees that it shall procure insurance to indemnify members of the bargaining unit to the extent permitted under Section 9 of Chapter 258 of the General Laws.

ARTICLE XXV: Salary

25.1 Salary Schedule

During the terms of this Agreement, the basic annual salary for all full-time teachers as defined in Section 1.2.a shall be determined as set forth in Appendices A, B, C, D, E. & F which are attached hereto and made a part of this Agreement. Salaries of regular part-time teachers shall be based upon the basic salary for full-time teachers prorated according to the number of hours or classes (as appropriate) in the part-time teacher's schedule.

Only those courses and degrees which relate fairly directly to the teachers' expected duties at the Hamilton-Wenham Regional School District qualify for consideration for placement on the schedules beyond the Bachelor's Schedule. For newly hired teachers, this judgment will be made by the Superintendent with the advice of the Principal, using the same criteria as applies to existing staff.

Full-time permanent substitutes whose assignments are greater than three weeks in length shall be paid at the first step of the Bachelor's or Master's scale depending upon their educational preparation and the relation of their degrees to the courses and programs that they will be teaching as determined by the Superintendent.

Teachers are eligible for changes in a column effective the first or the fourteenth pay period of the school year, provided that written notice of such intent was given to the Superintendent prior to December 1 of the previous school year and that evidence of qualification is presented prior to the date of eligibility as defined above.

A teacher who has achieved B+33 status and who subsequently earns a Master's degree from an accredited college or university may apply the credits beyond the Bachelor's degree to the M+30 column. No course may be counted for credit on more than one advanced column.

25.2 Salary Rate

The salary of a teacher whose contract for employment commences after the beginning of any school year or whose contract is terminated before June 30 of any school year or whose employment is interrupted by leave without pay or other unpaid absences shall be deemed to be 1 divided by the number of teacher work days multiplied by his/her annual salary multiplied by the number of days which the teacher actually taught. For example, a teacher's salary on Step 2 of the Bachelor's column of the salary scale who works 50 days would be calculated as follows:

$$1 \div 184 \text{ days} \times \$46,478 \times 50 \text{ days} = \$12,699$$

25.3 M (B+33), M+15, M+30, M+45, and M+60/Doctorate Salary Scales

- a. There will be six columns on the salary table: Bachelor's Degree, Master's Degree (Bachelor's Degree +33), Master's Degree +30, Master's Degree +45, Master's Degree +60 and Master's Degree +75 (Doctorate).

Beginning in Year 3 of this Agreement, a seventh column, M +15 will be added to the salary table. The salary at each step in the new M +15 column will be calculated as the mid-point of the existing M and M+30 columns, but only after the Year 3 COLA increase of 2.0% has been applied to the Salary Schedule (Appendix A).

Teachers must comply with the written "notice" requirement regarding changes in a salary column (Section 25.1). This specifically includes the requirement that written notice be provided to the Superintendent prior to December 1, 2019 from every teacher who believes that they are eligible for the new M+15 Column, which becomes effective in Year 3 of this Agreement.

- b. The Superintendent shall place teachers new to the District on the Column appropriate for the number of credits the teacher has earned prior to employment.
- c. In order to qualify for payment on the M (B+33), M+30, M+45, M+60 or M+75/Doctorate salary schedule coursework must be approved in advance by the Superintendent or designee. To be eligible for movement, coursework must be consistent with the District's and/or the School's improvement goals and/or related to general educational practices and/or be related to the teacher's current position.
- d. Credits may be earned as Graduate Credits, or In-Service Credits. Graduate Credits must be earned from courses at an accredited college, university, or on-line institution. Teachers shall secure approval for graduate credits by submitting the Approval for Advanced Study Form no later than three weeks prior to the first meeting of the course. Teachers will be notified in writing of acceptance or rejections of a proposed graduate course within (14) days of submission.

In-Service Credits are granted through the Superintendent or designee and are earned through completing professional improvement activities. These activities must be outside of the regular teacher workday and include the district-offered professional development courses, independent study projects, or other pre-approved work consistent with the District's and/or be related to the teacher's current position. For the purpose of calculating in-service credits, one (1) credit hour will equal fifteen (15) hours of an approved activity. Teachers shall secure In-Service Credit approval by submitting the Application for In-Service Credit Form. Teachers will be notified in writing of acceptance or rejection of proposed In-Service credits within fourteen (14) days of submission.

- e. Placement on B+33, M, M+30, M+45, M+60, M+75/Doctorate columns is subject to the following:

B+33 (M) = a minimum of 24 graduate credits and any combination of 9 graduate or in-service credits – or – 33 graduate credits

Master's Degree = approved college and university program

M+15 = a minimum of 9 graduate credits and any combination of 6 graduate or in-service credits – or – 15 graduate credits

M+30 = a minimum of 21 graduate credits and any combination of 9 graduate or in-service credits - - or – 30 graduate credits

M+45 = a minimum of 9 graduate credits and any combination of 6 graduate or in-service credits – or – 15 graduate credits

M+60 = a minimum of 9 graduate credits and any combination of 6 graduate or in-service credits – or – 15 graduate credits

M+75/Doctorate = a minimum 9 graduate credits and any combination of 6 graduate or in-service credits – or – 15 graduate credits

A Juris Doctorate Degree may not be used for salary advancement or placement on the M+75/D column.

- f. Credits applied to salary column movement from the Bachelor's (B) Column to Master's (M/B+33) and from the Master's Column to the Master's +30 Column must be earned within eight (8) years. Credits earned for all other column movement must be earned within six (6) years.
- g. Teachers who hold the National Board Certification as of June 30, 2014 will be placed on the M+60 column. Teachers enrolled in the National Board certification application process as of June 30, 2014 will be placed on the Masters +60 column after earning the Certification. Teachers must have been enrolled in the National Board Certification program before June 30, 2014 in order to be eligible for movement to the M+60 Column. Teachers must continue to hold current National Board Certification in order to remain in the M+60 column.

25.4 403B Plan

The Committee agrees to contribute to a 403B Plan for all bargaining unit members. A bargaining unit member who wishes to participate in the program must notify the Superintendent in writing no later than the April 15th preceding the first year of participation. The Committee will match the first three hundred fifty dollars (\$350.00) contributed by each employee. The School Committee will not be responsible for any administrative costs relating to this program and the only legal responsibility related to the 403B Plan will be to transmit the contribution to the appropriate vendor or vendors.

25.5 Tuition Reimbursement

The Committee encourages professional development within the staff and recognizes this achievement through the salary schedule and by means of reimbursements for all or a portion of certain tuition costs subject to the following conditions.

- a. Teachers will be eligible for not more than two, four (4) semester hour courses (or their equivalent) per contract year, with a maximum of \$625 per year in Year 1 of this Agreement. This maximum will be increased to \$750 in year 2 of this agreement and to \$875 in year 3 of this Agreement. Reimbursement will be subject to the further limitation that a grade of B must be achieved. If a teacher receives a grade of less than a B and still feels that reimbursement is justified, he/she may make an appeal to the Superintendent, who then has the right to waive this restriction after review.
- b. Normally, no more than one reimbursed course may be taken at any one time during the period when school is in session, but the Superintendent may waive this restriction.
- c. The teacher will pay the tuition fees himself/herself and apply for reimbursement by submitting evidence that he/she has successfully passed the course and by submitting a receipted copy of the tuition bill.
- d. The School Committee will budget annually the sum of \$30,000 to fund the tuition reimbursement program referred to above. This amount will be increased to \$40,000 in year 2 and to \$50,000 in year 3 of this agreement. Tuition

reimbursement funds will be disbursed in two equal portions to coincide with two semester courses at most colleges and universities.

- e. To be eligible for tuition reimbursement, a teacher to the best of his/her knowledge and intent, should be planning to continue on the staff for the next full school year following the semester when the course is taken.
- f. Professional status teachers who are laid off will upon recall have rights to course reimbursement subject to the funds available stipulated above for two years from the date of layoff with the requirement that their program of study is approved by the Superintendent and relates fairly directly to their anticipated teaching responsibilities upon recall. If employed by another school system, this section would not apply.

25.6 Withholding Exemption Certificates

Employees are required by law to file in duplicate withholding exemptions on forms supplied through the Superintendent's Office prior to September 1st.

25.7 Time of Payment

The salary payments are based on the total salary divided by twenty-six (26) or on the total salary divided by twenty-two (22) depending upon the election of the teacher and paid every other Friday beginning with the first Friday after the first day of school. Teachers shall notify the Superintendent in writing prior to the close of school for the summer vacation of the installment method desired for the ensuing school year. Otherwise, salary payments will be paid in twenty- six (26) installments.

The Committee will pay a teacher's remaining salary (less applicable deductions) prior to June 30 if a teacher submits a written request to the Superintendent of Schools before May 1 of that year stating where such check shall be sent. Teachers who elect to have salary installments due during the summer months sent to an address other than their home address shall notify the Superintendent prior to the close of school for the summer vacation.

Payment for seasonal extra-curricular activities, such as Ski Club, will be made at the end of that particular season. Payment for yearly activities will be made semi-annually (mid-year and end of year).

ARTICLE XXVI

26.1 6-12 Curriculum Leaders

Curriculum Leaders for grades 6 -12 (English Language Arts, Social Studies/History, Math, Science, Foreign Language, Fine/Performing Arts, and Physical Education/Health Science) shall be paid a base stipend plus an increment of \$120 for each teacher supervised in the department, exclusive of the curriculum leader (see Appendix C – Extended Responsibilities Stipend Schedule). For teachers who work in more than one department, the FTE of said teacher shall be the basis to determine the incremental stipend for supervision responsibilities (i.e., .4 FTE x amount per Appendix C). The work year for the 6-12 curriculum leaders will be 4 days more than the teacher work year at their per diem

rate. The 6-12 curriculum leaders shall work two (2) days during the two-week period preceding the start of the school year and two (2) days during the two-week period following the end of each school year, as designated by the Principal of the High School and directed by the Superintendent. At the recommendation of the High School Principal, the Superintendent will direct and approve a paid stipend for needed extra work relative to one's position as the curriculum leader.

26.2 Out of District Special Education Chairperson

The Out-of-District Special Education Team Chairperson may be expected to work up to ten (10) more days than the standard teacher work year (at their per diem rate) at the sole discretion of the Director of Student Services.

26.3 High School Guidance Counselors

High School Guidance counselors will be required to work 5 days more than the teacher work year at their per diem rate. Guidance counselors and the Director of Guidance will jointly determine when these days are worked.

26.4 Salary Schedule for Extra Curricular Activities and Athletic Programs

Individuals who successfully supervise the non-athletic extracurricular activities and athletic programs listed in Appendix D (Non-Athletic Extracurricular Activities) and Appendix E (Athletic Programs) will be paid the stipends listed over and above their salaries. Payment for seasonal extracurricular and athletic activities will be made at the end of a particular season. Payment for yearly extracurricular activities will be made semi-annually (mid-year and end-of-year).

26.5 Middle School Intramurals

The length of season for each Middle School Intramural Sport shall be determined by the Director of Intramurals at least one week prior to the start of the respective season.

- a. Coaches for Middle School Intramurals will be compensated according to the schedule listed in Appendix F.
- b. The Superintendent will take reasonable efforts to make appointments to Middle School Intramural Coach positions no later than one week prior to the start of the respective scheduled seasons.

26.7 Director of Intramurals

The Director of Intramurals at the Middle School shall be paid an annual stipend listed in Appendix F.

26.8 Coaching Appointments

- a. The major task of the classroom teacher is teaching in the classroom and no one should be assigned more coaching than he/she can reasonably handle consistent with his/her teaching duties.

- b. All appointments to coaching positions are on an annual basis.
- c. The list of coaching positions is not to be assumed as a guarantee that the Committee will authorize all the sports, or the Superintendent will elect an individual to be the coach or assistant coach in any particular sport.
- d. Any case not covered by the above will be resolved by the Superintendent on the recommendation of the Athletic Director and Principal.
- e. The foregoing salaries are based upon the current job descriptions and scope of duties if this is changed, the salary will be subject to renegotiation between the Committee and the Association.
- f. In the event no qualified person is available from the Regional School System, the position may be filled by others, selected by the Superintendent. Such positions held by non-members of the bargaining unit will be opened and posted annually, giving members of the bargaining unit the opportunity to apply for these positions. Application for these positions does not assure members of the bargaining unit this right to the position, in preference to an outside person who held the position the preceding year.

26.9 Curriculum Research and Development

The curriculum should be periodically evaluated and revised. Curriculum Research and Development should be carried on under a flexible schedule and dependent upon the needs of the school and the availability of personnel and as recommended by the Principal, Director of Curriculum and Instruction and Curriculum Leader with the approval of the Superintendent. Teachers will be paid at the rate of \$30.00 per hour for summer or other workshops which are approved for payment by the School Committee. Provisions should be made for follow-up meetings in the school year after the workshop, under the chairmanship of the workshop chairperson. Upon the recommendation of the Superintendent and workshop chairperson, persons may be reimbursed for this work.

Extra payment will be made for teaching or curriculum work in a summer term if such a program is established and such payment settled beforehand. The teacher will be informed in writing of the duration of employment and amount of compensation prior to the inception of the program. In such cases, payment will be made in a lump sum after the conclusion of the teaching, curriculum work, or other approved work.

ARTICLE XXVII: Acknowledgement of Negotiations

27.1 Acknowledgement of Negotiations

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with

respect to any subject or matter referred to, or covered in this Agreement, or, except as may be provided thereafter, with respect to any subject or matter not specifically referred to or covered, in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

27.2 The waiver or any breach of condition of this Agreement

The waiver of any breach of condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

If any provision of this Agreement or any application of the Agreement to any employees or group of employees shall be found contrary to law by Court order, 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. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected.

ARTICLE XIX: Massachusetts Education Reform Act and Federal No Child Left Behind Act

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the time, they must be construed in accordance with the terms of the Massachusetts Reform Act of 1993 and the Federal No Child Left Behind (NCLB) Act and any subsequent amendments thereto. Accordingly, and by way of example only, there may be instances where the parties have agreed the “Committee” is to act when, in fact, as a result of the Education Reform Act and/or NCLB the Superintendent and/or principals(s) must now do so. It is the parties’ intention that the obligations of this Agreement continue to be fulfilled even though statutory powers to act may have been delegated to and must be exercised by persons or entities other than those expressly named herein.

ARTICLE XXX: Duration of Agreement

30.1 Duration of Agreement:

This agreement will be in effect from September 1, 2018 through August 31, 2021.

The parties agree to make housekeeping language changes as necessary. Should the need arise, due to economic considerations both parties mutually agree to make a good faith effort to enter into midterm bargaining.

Executed in duplicate this 24th day of October 2018 by the Hamilton-Wenham Regional School District Committee by its Chairperson and by the Hamilton-Wenham Regional Education Association by its President.

David Polito

John Kotch

David Polito, Chairperson

John Kotch, President

Hamilton-Wenham Regional School
Committee

Hamilton-Wenham Regional Education
Association

Official Signatures on File in Superintendent's Office

APPENDIX A: Salary Schedules

2018-2019

(Reflects a 2.50% Increase)

<u>Step</u>	<u>B</u>	<u>M</u>	<u>M30</u>	<u>M45</u>	<u>M60</u>	<u>M75/D</u>
<u>1</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>2</u>	\$ 47,770	\$ 50,137	\$ 53,016	\$ 55,030	\$ 56,905	\$ 58,594
<u>3</u>	\$ 50,578	\$ 52,946	\$ 56,107	\$ 58,127	\$ 60,000	\$ 61,689
<u>4</u>	\$ 53,386	\$ 55,758	\$ 59,206	\$ 61,225	\$ 63,098	\$ 64,787
<u>5</u>	\$ 56,167	\$ 58,541	\$ 62,276	\$ 64,293	\$ 66,169	\$ 67,857
<u>6</u>	\$ 59,268	\$ 61,357	\$ 65,380	\$ 67,397	\$ 69,271	\$ 70,961
<u>7</u>	\$ 62,142	\$ 64,180	\$ 68,486	\$ 70,503	\$ 72,377	\$ 74,067
<u>8</u>	\$ 65,137	\$ 67,195	\$ 71,596	\$ 73,614	\$ 75,487	\$ 77,176
<u>9</u>	\$ 69,166	\$ 71,000	\$ 74,929	\$ 76,946	\$ 78,823	\$ 80,511
<u>10</u>	\$ -	\$ 73,906	\$ 78,259	\$ 80,276	\$ 82,152	\$ 83,840
<u>11</u>	\$ -	\$ 77,554	\$ 81,799	\$ 83,815	\$ 85,691	\$ 87,380
<u>12</u>	\$ -	\$ -	\$ 86,292	\$ 88,309	\$ 90,186	\$ 91,874

2019-2020

(Reflects a 2.25% Increase)

<u>Step</u>	<u>B</u>	<u>M</u>	<u>M30</u>	<u>M45</u>	<u>M60</u>	<u>M75/D</u>
<u>1</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>2</u>	\$ 48,845	\$ 51,265	\$ 54,209	\$ 56,268	\$ 58,185	\$ 59,912
<u>3</u>	\$ 51,716	\$ 54,137	\$ 57,369	\$ 59,435	\$ 61,350	\$ 63,077
<u>4</u>	\$ 54,587	\$ 57,013	\$ 60,538	\$ 62,603	\$ 64,518	\$ 66,245
<u>5</u>	\$ 57,431	\$ 59,858	\$ 63,677	\$ 65,740	\$ 67,658	\$ 69,384
<u>6</u>	\$ 60,602	\$ 62,738	\$ 66,851	\$ 68,913	\$ 70,830	\$ 72,558
<u>7</u>	\$ 63,540	\$ 65,624	\$ 70,027	\$ 72,089	\$ 74,005	\$ 75,734
<u>8</u>	\$ 66,603	\$ 68,707	\$ 73,207	\$ 75,270	\$ 77,185	\$ 78,912
<u>9</u>	\$ 70,722	\$ 72,598	\$ 76,615	\$ 78,677	\$ 80,597	\$ 82,322
<u>10</u>	\$ -	\$ 75,569	\$ 80,020	\$ 82,082	\$ 84,000	\$ 85,726
<u>11</u>	\$ -	\$ 79,299	\$ 83,639	\$ 85,701	\$ 87,619	\$ 89,346
<u>12</u>	\$ -	\$ -	\$ 88,234	\$ 90,296	\$ 92,215	\$ 93,941

2020-2021
(Reflects a 2.0% Increase)

<u>Step</u>	<u>B</u>	<u>M</u>	<u>M15</u>	<u>M30</u>	<u>M45</u>	<u>M60</u>	<u>M75/D</u>
<u>1</u>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>2</u>	\$49,822	\$52,290	\$53,792	\$55,293	\$57,393	\$59,349	\$61,110
<u>3</u>	\$52,750	\$55,220	\$56,868	\$58,516	\$60,624	\$62,577	\$64,339
<u>4</u>	\$55,679	\$58,153	\$59,951	\$61,749	\$63,855	\$65,808	\$67,570
<u>5</u>	\$58,580	\$61,055	\$63,003	\$64,951	\$67,055	\$69,011	\$70,772
<u>6</u>	\$61,814	\$63,993	\$66,091	\$68,188	\$70,291	\$72,247	\$74,009
<u>7</u>	\$64,811	\$66,936	\$69,182	\$71,428	\$73,531	\$75,485	\$77,249
<u>8</u>	\$67,935	\$ 70,081	\$72,376	\$74,671	\$76,775	\$78,729	\$80,490
<u>9</u>	\$72,136	\$74,050	\$76,099	\$ 78,147	\$80,251	\$82,209	\$83,968
<u>10</u>	\$ -	\$77,080	\$79,350	\$ 81,620	\$83,724	\$85,680	\$87,441
<u>11</u>	\$ -	\$80,885	\$83,099	\$85,312	\$87,415	\$89,371	\$91,133
<u>12</u>	\$ -	\$ -	\$86,549	\$89,999	\$92,102	\$94,059	\$ 95,820

APPENDIX B: Senior Status Payments

A senior teacher will be eligible to receive an annual senior teacher status payment in accordance with the following schedule:

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
16th Year of Teaching Service in the District	\$ 1,250	\$ 1,281	\$ 1,310	\$ 1,336
21st Year of Teaching Service in the District	\$ 1,750	\$ 1,794	\$ 1,834	\$ 1,871
26th Year of Teaching Service in the District	\$ 2,250	\$ 2,306	\$ 2,358	\$ 2,405
31st Year of Teaching Service in the District	\$ 2,750	\$ 2,819	\$ 2,882	\$ 2,940

A teacher who meets the service requirement delineated above will be eligible to receive said senior status payment at the first scheduled pay period in December with the understanding that the annual project or annual commitment will be completed as agreed in the Senior Status Professional Activity Proposal. The teacher must be on the payroll in December to receive said payment.

Teachers who have achieved senior status will engage in a program of continuing professional growth and/or service to the District by developing a mutually agreed upon plan with their school principal which is recommended to and approved by the Superintendent of Schools. The Superintendent and Association President will resolve any disputes. It would be impossible to define and enumerate all of the activities to be considered for eligibility for senior status payments. Senior status plans must be consistent with the District's and/or School's improvement goals and must be for an activity for which the member is not receiving additional compensation.

When teachers begin to receive senior status payments, e.g., at year 16, their payments will continue for years 17, 18, 19, and 20. Payment will change at the next plateau, i.e., one's 21st year.

APPENDIX C: Extended Responsibilities Stipend Schedule

<u>District Extended Responsibilities</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
1 New Teacher Trainer	\$ 336	\$ -	\$ -	\$ -
ELL Coordinator	\$ 336	\$ -	\$ -	\$ -
LPN Supervisor	\$ -	\$ 915	\$ 936	\$ 955
Mentor Coordinator (2)	\$ -	\$ 1,172	\$ 1,198	\$ 1,222
New Teacher Mentor (As Needed)	\$ 1,143	\$ 1,172	\$ 1,198	\$ 1,222
Tech Coordinator Summer Maintenance (3)	\$ 3,921	\$ -	\$ -	\$ -
Before-School Traffic Monitor MS/HS	\$ 1,714	\$ 1,757	\$ 1,797	\$ 1,833
After-School Traffic Monitor MS/HS	\$ 1,714	\$ 1,757	\$ 1,797	\$ 1,833
 <u>High School Extended Responsibilities</u>				
Applied Tech Equipment Maintenance	\$ 380	\$ 390	\$ 399	\$ 407
Detention Monitor	\$ -	\$ 2,693	\$ 2,754	\$ 2,809
ELL Evaluator	\$ 914	\$ -	\$ -	\$ -
Graduation Advisor	\$ 1,267	\$ 1,299	\$ 1,328	\$ 1,355
Portfolio Coordinator	\$ 841	\$ -	\$ -	\$ -
Project Adventure Compliance Coordinator	\$ 546	\$ 560	\$ 573	\$ 584
Schedule Coordinator	\$ 2,413	\$ -	\$ -	\$ -
Substitute Dispatcher	\$ 1,555	\$ 3,600	\$ 3,681	\$ 3,755
Teacher-in-charge	\$ 2,241	\$ 2,297	\$ 1,500	\$ 1,530
Virtual HS Coordinator	\$ -	\$ 2,693	\$ 2,754	\$ 2,809
 <u>Middle School Extended Responsibilities</u>				
Curriculum Coach (3)	\$ 1,488	\$ -	\$ -	\$ -
ELL Evaluator	\$ 914	\$ -	\$ -	\$ -
Middle School Homework Help Center Advisor	\$ -	\$ -	\$ 2,754	\$ 2,809
Middle School Team Leader (6)	\$ 3,152	\$ 3,231	\$ 3,304	\$ 3,370
Science Resource Advisor	\$ -	\$ -	\$ 969	\$ 988
Substitute Dispatcher	\$ 1,555	\$ 3,150	\$ 3,221	\$ 3,285
Teacher-in-charge	\$ 2,241	\$ 2,297	\$ 1,500	\$ 1,530

Elementary Extended Responsibilities

Curriculum Coach (3)	\$ 1,488	\$ 1,525	\$ 1,559	\$ 1,590
Elementary Morning Bus Duty (9)	\$ 1,051	\$ 1,077	\$ 1,101	\$ 1,123
ELL Evaluator (3)	\$ 914	\$ -	\$ -	\$ -
Science Resource Advisor (3)	\$ 925	\$ 948	\$ 969	\$ 988
Student Assist Team Coordinator (3)	\$ 1,140	\$ 1,169	\$ 1,195	\$ 1,219
Substitute Dispatcher (3)	\$ -	\$ 2,700	\$ 2,761	\$ 2,816
Teacher-in-charge (3)	\$ 2,241	\$ 2,297	\$ 2,349	\$ 2,396

PK-12 SPED Chairs (Per Building)

	\$ 3,642	\$ -	\$ -	\$ -
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Curriculum Leaders:

English Language Arts, Fine Arts, Foreign Language,
Health Science/Wellness, Math, Science, Social Studies

FY18	<i>Base Stipend - \$6,162 + \$128 increment per teacher supervised</i>
FY19	<i>Base Stipend - \$6,316 + \$131 increment per teacher supervised</i>
FY20	<i>Base Stipend - \$6,458 + \$134 increment per teacher supervised</i>
FY21	<i>Base Stipend - \$6,587 + \$137 increment per teacher supervised</i>

Nurse Leader:

FY19	<i>Base Stipend - \$1,077 + \$131 increment per teacher supervised</i>
FY20	<i>Base Stipend - \$1,101 + \$134 increment per teacher supervised</i>
FY21	<i>Base Stipend - \$1,123 + \$137 increment per teacher supervised</i>

APPENDIX D: Non-Athletic Extracurricular Activities

<u>HIGH SCHOOL</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Alpine Sports Club Advisor	\$ 782	\$ 802	\$ 820	\$ 836
Art Club Advisor	\$ 1,012	\$ 1,037	\$ 1,060	\$ 1,081
College Bowl Advisor	\$ 1,267	\$ 1,299	\$ 1,328	\$ 1,355
College Bowl Assistant	\$ 633	\$ 649	\$ 664	\$ 677
DECA Advisor	\$ -	\$ -	\$ 4,000	\$ 4,080
DECA Assistant Advisor	\$ -	\$ -	\$ 2,000	\$ 2,040
Foreign Language Club Advisor	\$ 914	\$ -	\$ -	\$ -
History Fair Advisor	\$ 1,267	\$ 1,299	\$ 1,328	\$ 1,355
Interest Club Advisors (Up to 10 Clubs per Yr.)	\$ 914	\$ 937	\$ 958	\$ 977
Literary Magazine Advisor	\$ 1,053	\$ 1,079	\$ 1,103	\$ 1,125
Math Team Advisor	\$ 1,646	\$ 1,687	\$ 1,725	\$ 1,760
Mock Trial Advisor	\$ -	\$ -	\$ 1,592	\$ 1,624
Model U.N. Advisor	\$ 1,519	\$ 1,557	\$ 1,592	\$ 1,624
Model U.N. Assistant Advisor	\$ 633	\$ 649	\$ 664	\$ 677
National Honor Society Advisor	\$ 1,330	\$ 1,363	\$ 1,394	\$ 1,422
Peer Mediation Advisor	\$ 1,143	\$ -	\$ -	\$ -
Pep Band Coordinator	\$ 1,900	\$ 1,948	\$ 1,992	\$ 2,032
Science Team Advisor	\$ 1,140	\$ -	\$ -	\$ -
Sound Off Advisor	\$ 1,519	\$ 1,557	\$ 1,592	\$ 1,624
Student Government Advisor	\$ 2,580	\$ 2,645	\$ 2,705	\$ 2,759
Technical Director Theatre/AV	\$ 2,352	\$ 2,411	\$ 2,465	\$ 2,514
Theatre Workshop Assistant	\$ 749	\$ 768	\$ 785	\$ 801
Yearbook Account Advisor	\$ 2,027	\$ 2,078	\$ 2,125	\$ 2,168
Yearbook Advisor	\$ 2,684	\$ 2,751	\$ 2,813	\$ 2,869

Class Advisors

Freshman	\$ 2,054	\$ 2,105	\$ 2,152	\$ 2,195
Sophomore	\$ 2,054	\$ 2,105	\$ 2,152	\$ 2,195
Junior	\$ 3,079	\$ 3,156	\$ 3,227	\$ 3,292
Junior Assistant	\$ 689	\$ 706	\$ 722	\$ 736

Senior	\$	3,079	\$	3,156	\$	3,227	\$	3,292
Senior Assistant	\$	689	\$	706	\$	722	\$	736

Musical

Director	\$	2,630	\$	2,696	\$	2,757	\$	2,812
Art Director	\$	950	\$	974	\$	996	\$	1,016
Dance Director	\$	950	\$	974	\$	996	\$	1,016
Drama Coach	\$	1,143	\$	1,172	\$	1,198	\$	1,222
Music Director	\$	1,143	\$	1,172	\$	1,198	\$	1,222
Orchestral Conductor	\$	1,429	\$	1,465	\$	1,498	\$	1,528
Producer	\$	1,429	\$	1,465	\$	1,498	\$	1,528
Technical Director	\$	1,140	\$	1,169	\$	1,195	\$	1,219
Vocal Director	\$	950	\$	974	\$	996	\$	1,016

MIDDLE SCHOOL

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Chorale Director	\$ 3,361	\$ 3,445	\$ 3,523	\$ 3,593
College Bowl Advisor	\$ 1,223	\$ 1,254	\$ 1,282	\$ 1,308
Eighth Grade Advisor	\$ 1,207	\$ 1,237	\$ 1,265	\$ 1,290
Interest Club Advisor (Up to 8 Clubs per Yr.)	\$ 914	\$ 937	\$ 958	\$ 977
Jazz Band Director	\$ 3,361	\$ 3,445	\$ 3,523	\$ 3,593
Math Team Advisor	\$ 1,646	\$ 1,687	\$ 1,725	\$ 1,760
Morning News Advisor	\$ 1,222	\$ -	\$ -	\$ -
School Newsletter Advisor	\$ 1,393	\$ -	\$ -	\$ -
Science Fair Coordinator	\$ 1,900	\$ 1,948	\$ 1,992	\$ 2,032
Student Council Advisor	\$ 2,074	\$ 2,126	\$ 2,174	\$ 2,217
Student Mentor Advisor (2)	\$ 1,581	\$ 1,621	\$ 1,657	\$ 1,690
Talent Show Coordinator	\$ 857	\$ -	\$ -	\$ -
Technical Director - Theatre/AV	\$ 2,352	\$ 2,411	\$ 2,465	\$ 2,514
Yearbook Advisor	\$ 1,327	\$ 1,360	\$ 1,391	\$ 1,419

Musical

Director	\$ 2,630	\$ 2,696	\$ 2,757	\$ 2,812
Art Director	\$ 950	\$ 974	\$ 996	\$ 1,016
Dance Director	\$ 950	\$ 974	\$ 996	\$ 1,016
Drama Coach	\$ 1,143	\$ 1,172	\$ 1,198	\$ 1,222
Producer	\$ 1,429	\$ 1,465	\$ 1,498	\$ 1,528
Technical Director	\$ 1,140	\$ 1,169	\$ 1,195	\$ 1,219

ELEMENTARY

3 Musical Advisors (Interdisciplinary Specialist)	\$ 1,714	\$ 1,757	\$ 1,797	\$ 1,833
Band & Chorus Coordinator	\$ -	\$ 1,938	\$ 1,982	\$ 2,022
Chorus Director	\$ 3,361	\$ 3,445	\$ 3,523	\$ 3,593
Gr. 5 Band	\$ 3,361	\$ 3,445	\$ 3,523	\$ 3,593
Interest Club Advisor (Up to 3 Clubs per School per Yr.)	\$ -	\$ -	\$ 958	\$ 977

APPENDIX E: Salary Schedule for Athletic Activities

FY18

	Years of Experience			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>Cat. I - Football</u>				
Head	\$ 6,779	\$ 7,737	\$ 8,872	\$ 9,183
Assistant	\$ 3,766	\$ 4,314	\$ 4,947	\$ 5,120

Cat. II - Basketball & Wrestling

Head	\$ 4,467	\$ 5,114	\$ 5,854	\$ 6,059
Assistant	\$ 2,904	\$ 3,323	\$ 3,807	\$ 3,937

Cat. IIA - Track

Head (Coordinator)	\$ 5,746	\$ 6,586	\$ 7,547	\$ 7,811
Assistant	\$ 2,904	\$ 3,323	\$ 3,807	\$ 3,937

Cat. III - Baseball, Cross Country, Field

Hockey, Ice Hockey, Softball, Soccer,

Lacrosse, Volleyball, Cheerleading, Golf,

Swimming, Gymnastics, Indoor Track,

Tennis

Head	\$ 4,160	\$ 4,760	\$ 5,450	\$ 5,640
Assistant	\$ 2,703	\$ 3,093	\$ 3,540	\$ 3,664

FY19

	Years of Experience			
	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
<u>Cat. I - Football</u>				
Head	\$ 6,948	\$ 7,930	\$ 9,094	\$ 9,413
Assistant	\$ 3,860	\$ 4,422	\$ 5,071	\$ 5,248

Cat. II - Basketball & Wrestling

Head	\$ 4,579	\$ 5,242	\$ 6,000	\$ 6,210
Assistant	\$ 2,977	\$ 3,406	\$ 3,902	\$ 4,035

Cat. IIA - Track

Head (Coordinator)	\$	5,890	\$	6,751	\$	7,736	\$	8,006
Assistant	\$	2,977	\$	3,406	\$	3,902	\$	4,035

Cat. III - Baseball, Cross Country, Field Hockey, Ice Hockey, Softball, Soccer, Lacrosse, Volleyball, Cheerleading, Golf, Swimming, Gymnastics, Indoor Track, Tennis

Head	\$	4,264	\$	4,879	\$	5,586	\$	5,781
Assistant	\$	2,771	\$	3,170	\$	3,629	\$	3,756

FY20

Years of Experience

Cat. I - Football

		<u>0</u>		<u>1</u>		<u>2</u>		<u>3</u>
Head	\$	7,104	\$	8,108	\$	9,299	\$	9,625
Assistant	\$	3,947	\$	4,521	\$	5,185	\$	5,366

Cat. II - Basketball, Ice Hockey, Wrestling

Head	\$	4,682	\$	5,360	\$	6,135	\$	6,350
Assistant	\$	3,044	\$	3,483	\$	3,990	\$	4,126

Cat. IIA - Track

Head (Coordinator)	\$	6,023	\$	6,903	\$	7,910	\$	8,186
Assistant	\$	3,044	\$	3,483	\$	3,990	\$	4,126

Cat. III - Baseball, Cross Country, Field Hockey, Softball, Soccer, Lacrosse, Volleyball, Cheerleading, Golf, Swimming, Gymnastics, Indoor Track, Tennis

Head	\$	4,360	\$	4,989	\$	5,712	\$	5,911
Assistant	\$	2,833	\$	3,241	\$	3,711	\$	3,841

FY21

Years of Experience

Cat. I - Football

	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>
Head	\$ 7,246	\$ 8,270	\$ 9,485	\$ 9,818
Assistant	\$ 4,026	\$ 4,611	\$ 5,289	\$ 5,473

Cat. II - Basketball, Ice Hockey, Wrestling

Head	\$ 4,776	\$ 5,467	\$ 6,258	\$ 6,477
Assistant	\$ 3,105	\$ 3,553	\$ 4,070	\$ 4,209

Cat. IIA - Track

Head (Coordinator)	\$ 6,143	\$ 7,041	\$ 8,068	\$ 8,350
Assistant	\$ 3,105	\$ 3,553	\$ 4,070	\$ 4,209

Cat. III - Baseball, Cross Country, Field

Hockey, Softball, Soccer, Lacrosse,

Volleyball, Cheerleading, Golf, Swimming,

Gymnastics, Indoor Track, Tennis

Head	\$ 4,447	\$ 5,089	\$ 5,826	\$ 6,029
Assistant	\$ 2,890	\$ 3,306	\$ 3,785	\$ 3,918

APPENDIX F: Middle School Intramurals

	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
Interest Based Team				
1 day per week	\$ 196.00	\$ 201.00	\$ -	\$ -
2 days per week	\$ 392.00	\$ 402.00	\$ -	\$ -
3 days per week	\$ 588.00	\$ 603.00	\$ -	\$ -
4 days per week	\$ 784.00	\$ 804.00	\$ -	\$ -
Intramural Coaches (Up to 12 Coaches per Yr.) *				
1 day per week	\$ 308.00	\$ 315.75	\$ 322.75	\$ 329.25
2 days per week	\$ 616.00	\$ 631.50	\$ 645.50	\$ 658.50
3 days per week	\$ 924.00	\$ 947.25	\$ 968.25	\$ 987.75
4 days per week	\$ 1,232.00	\$ 1,263.00	\$ 1,291.00	\$ 1,317.00
* - Intramural sports are recreational sports organized within the MRMS.				
Inter-Scholastic Coaches (Up to 6 Coaches per Yr.)				
**				
1 day per week	\$ 420.25	\$ 430.75	\$ 440.50	\$ 449.25
2 day per week	\$ 840.50	\$ 861.50	\$ 881.00	\$ 898.50
3 day per week	\$ 1,260.75	\$ 1,292.25	\$ 1,321.50	\$ 1,347.75
4 day per week	\$ 1,681.00	\$ 1,723.00	\$ 1,762.00	\$ 1,797.00
** - Inter-Scholastic sports are recreational sports organized between the MRMS and another middle school.				
Note: Up to two Inter-Scholastic coaching stipends can be used on a single sport if the level of student participation supports the need, as determined by the Principal.				
Intramural Director	\$ 5,602	\$ 5,742	\$ 5,871	\$ 5,988

APPENDIX G: HEALTH REIMBURSEMENT ACCOUNT

APPENDIX G

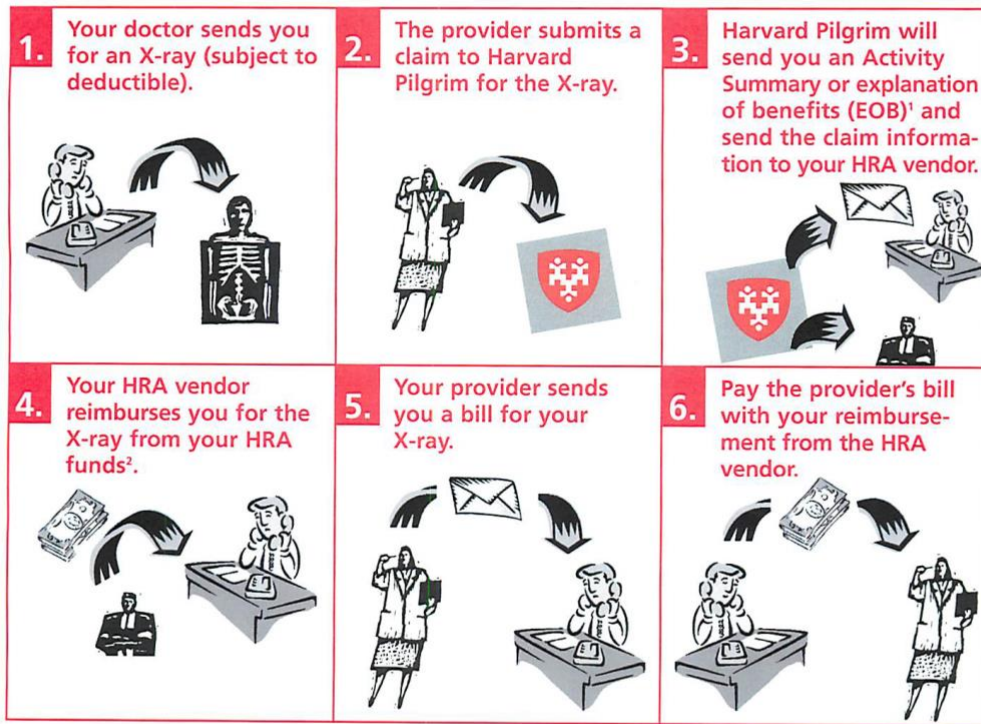
HOW IT WORKS:

Your Health Reimbursement Account

Your Harvard Pilgrim Health Reimbursement Account (HRA) is funded by your employer to help pay out-of-pocket costs related to your coverage.

If your HRA vendor reimburses you directly:

Here's how it works:



Questions?

Remember: HRA-reimbursed expenses cannot be reimbursed by any other program, such as a flexible spending account (FSA). For information about your coverage, contact your employer or Harvard Pilgrim.

¹ Save EOBs to compare with bills you receive from providers. ² Up to the balance available in your HRA.



This information refers to plans offered by Harvard Pilgrim Health Care and its affiliates, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.

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APPENDIX H: Hamilton-Wenham Educator Evaluation System

May 21, 2013

1. Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.; 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,
- ii. To provide a record of facts and assessments for personnel decisions; The Hamilton-Wenham Public School purposes of evaluation are to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development.

2. Definitions

Artifacts of Professional Practice: Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

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.

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.

Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice.

District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum 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. These measures shall be locally bargained by the parties.

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

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:

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) and an Educator working under a different area of licensure. The Educator shall be evaluated at least annually.

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.

- For Educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years.
- For Educators whose impact on student learning is low, the Educator plan shall be for one year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact.

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. Directed Growth Plans will be developed by the Educator and the Evaluator and will be of one school year or less. There shall be a summative evaluation at the end of the period determined by the plan and if the Educator does not receive a proficient rating, he or she shall be rated unsatisfactory and the Educator may continue on a Directed Growth plan at the discretion of the Evaluator or shall be placed on an Improvement Plan.

Improvement Plan shall mean a plan for Educators with PTS who are rated unsatisfactory. The plan shall consist of goals specific to improving the Educator's unsatisfactory performance. Improvement Plans will be developed by the Educator and the Evaluator and will be made for a realistic time period sufficient to achieve the goals of the Improvement Plan but not less than forty-five (45) school days within the same school year and no more than one school year. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

ESE: The Massachusetts Department of Elementary and Secondary Education.

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").

Evaluator: Any building or district administrator who is appropriately licensed and designated by the superintendent who has 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 Evaluator at any one time responsible for determining performance ratings. A list of Evaluators and the Educators to whom they are assigned to evaluate each school year will be included in the opening day material.

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 Evaluator will be.

Notification: The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

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.

Experienced Educator: An Educator with Professional Teacher Status (PTS)

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

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.

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.

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 a team of Educators, departments, or other groups of Educators who have the same role. Team goals can be developed by grade level or subject area teams.

Measurable: That which can be classified or estimated in relation to scales, rubrics, or standards.

Multiple Measures of Student Learning: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected by July 2013.

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 ten (10) 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. No photography, no videotaping or audio taping shall be permitted without mutual agreement. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

Parties: The Hamilton-Wenham Education Association and the Hamilton-Wenham School Committee are the parties to this agreement.

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

Exemplary: The Educator's performance consistently and significantly exceeds the requirements of a standard, or the overall evaluation. 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 the overall evaluation. Proficient practice is understood to be fully satisfactory.

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

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

Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.

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

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. 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.

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:

Standard 1: Curriculum, Planning and Assessment

Standard 2: Teaching All Students

Standard 3: Family and Community Engagement

Standard 4: Professional Culture Attainment of Professional Practice Goal(s) Attainment of Student Learning Goal(s)

Educators will be encouraged to submit artifacts of their proficiency, and Evaluators will be required to include the submitted artifacts in their evaluations of Educators.

Rubric: In rating Educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to judge the Educator’s practice at the four levels of performance. The rubric consists of:

- Standards and Indicators of Effective Teaching Practice: Defined in 603.CMR 35.03. These standards and indicators are used in the rubrics incorporated into this evaluation system.
- Descriptors: define the individual elements of each of the indicators under the standards.

- **Benchmarks:** describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four benchmarks – one describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.

Self-Assessment: The evaluation cycle shall include self-assessment addressing Performance Standards. The Educator shall provide such information, in the form of self-assessment, by October 1st (except for the first year when the deadline is November 1st) to the Evaluator at the point of goal setting and plan development. Evaluators shall use evidence of Educator performance and impact on student learning, growth and achievement to set the goal with the Educator, based on the Educator’s self-assessment and other sources that the Evaluator shares with the Educator.

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. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated Proficient overall, an Educator shall, at a minimum, have been rated Proficient on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the Educator’s overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

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.

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.

Trends in student learning: At least two years of data from the locally-bargained measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low for the 2015-2016 DESE required reporting requirement and for every reporting year thereafter, at least three years of data from the locally-bargained 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:
 - 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;
 - Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment and

locally bargained measures of student learning comparable across grade or subject district-wide.

- 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.
- 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 shall be locally-bargained. The measures shall be based on the Educator's role and responsibility.

B. Observations and artifacts of practice including:

- Unannounced observations of practice
- Announced observations of practice
- Examination of Educator work products submitted by the Educator
- Examination of student work products submitted by the Educator
- Evidence of progress toward professional practice goal(s) submitted by the Educator
- Evidence of progress toward student learning outcomes goal(s) submitted by the Educator

C. Evidence relevant to one or more Performance Standards, compiled and presented by the Educator including but not limited to:

- 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;
- Evidence of active outreach to and engagement with families;

D. Student and Staff Feedback – see #23-24, below

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. Those rubrics are attached to this agreement. The parties agree to use the DESE rubrics for the 2013-2014 school year.

5. Evaluation Cycle: Training

By October 1st of each school year, the district 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. The district through the superintendent shall determine the type and quality of training based on guidance provided by DESE. The training will be videotaped for future use. Educators hired later in the school year will be provided with training within sixty (60) days of their hiring. The superintendent shall work with the Association and the joint labor management committee to determine the most effective means to provide this training.

6. Evaluation Cycle: Annual Orientation

By October 1st of each 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 all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year or for others unable to attend, provided that an announcement is made at the beginning of the meeting that it is being recorded.
- iv. Provide District and School goals and priorities, as well as professional development opportunities related to those goals and priorities.
- v. All new staff will receive training in the district Educator Evaluation model as part of the teacher induction program.

7. Evaluation Cycle Phase I: Self-Assessment

[Link to Self-Assessment Form](#)

A. Completing the Self-Assessment

- i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self- assessment by October 15th or within four weeks of the start of his/her employment at the school
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1 (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15 and providing that the Educator has been provided with the professional development referenced in 5 (A)) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. The self-assessment includes:
 - An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - Development of proposed goals to pursue in preparation for Phase II:
 - At least one goal directly related to improving the Educator's own professional practice
 - At least one goal directed related to improving student learning.

B. Proposing the Goals

- i. Educators may 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. 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 propose team goals.
- iii. 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.
- iv. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level, subject area or department team goals.

8. Evaluation Cycle Phase II: Goal Setting and Development of the Educator Plan

[Goal Setting and Educator Plan Form](#)

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 similar roles and/or responsibilities.

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.

Evaluators and Educators may consider team goals.

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

- 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 November 1st of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by November 1st or within six weeks of the start of their assignment in that school.

- 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.
- For Educators with PTS with ratings of Proficient and 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 15th. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9. Evaluation Cycle Phase III: Observation of Practice and Examination of Artifacts – Educators without PTS

In the first year of practice or first year under a different area of licensure:

- The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
- The Educator shall have four (4) unannounced observations spaced over the school year.

In their second and third years of practice as a non-PTS Educator:

- The Educator shall have at least three unannounced observations during the school year.

10. Evaluation Cycle Phase III: Observation of Practice and Examination of Artifacts – Educators with PTS

- A. The Educator whose overall rating is proficient or exemplary will have at least one unannounced observation during the evaluation cycle.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan will include two announced observations, one before January 31st, one after January 31st. The Educator shall have a total of three unannounced observations spaced over the school year.
- 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 Educator will have four (4) total unannounced observations, at least one per marking. The Educator will have two (2) announced observations, one before January 31st, and one after January 31st. For Improvement Plans of six

months or fewer, there must be no less than one announced and two unannounced observations.

11. Observations

The Evaluator's first observation of the Educator should take place by December 1st, unless the Educator is on a self-directed plan. 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: All unannounced observations shall be conducted according to the following:
- i. The Evaluator shall observe the Educator for a minimum of ten (10) minutes.
 - ii. Upon entering the room for purposes of an unannounced observation, the Evaluator will attempt to verbally inform the Educator the purpose of the visit is for an unannounced observation.
 - iii. The Educator will be provided with written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be provided to the Educator. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within five (5) school days.
 - iv. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement must be followed by at least one announced observation of at least thirty (30) minutes in duration within twenty (20) school days. The Educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct it, and a time frame for the subsequent observation to demonstrate the completion of such action(s).
 - v. Any unannounced observation, which raises a serious performance concern, shall be brought to the attention of the Educator within two school days at a post-observation conference where both the Educator and the Evaluator can be present.
- B. Announced Observations

All non-PTS Educators in their first year, Educators working under a different area of licensure and PTS Educators on Directed or Improvement Plans shall have at least one (1) announced observation(s) conducted according to the following:

- i. 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. The observation shall be at least thirty (30) minutes in duration.
- ii. Within five (5) school days of the scheduled observation, 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 the performance.

- iii. 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.
- iv. 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.
- v. The Evaluator shall provide the Educator with written feedback within five (5) school days of the observation. 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.
- vi. State that the Educator is responsible for addressing the need for improvement.
 Within five (5) school days of the receipt of the written feedback, 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 twenty-four (24) hours if possible.

C. Walkthroughs are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms. 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. However, Educators will expect to get feedback verbally regarding any issues or concerns observed.

12. Evaluation Cycle Phase IV: Formative Assessment for Educators on Developing Educator Plans

[Formative Assessment Report Form](#)

- 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 give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
 - D. No less than fifteen school days before the due date for the Formative Assessment report (February 1st), the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performances against the four Performance Standards.
 - E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
 - F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator by February 1st. All Formative Assessment reports must be signed by the Evaluator and delivered to the Educator. Should the Evaluator determine that the Educator could be placed on a Directed Growth Plan or an Improvement Plan at the completion of the Summative Evaluation, notice of this possible placement shall be provided to the Educator in the Formative Assessment.
 - G. The Educator shall sign the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - H. The Educator may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.
13. Evaluation Cycle Phase IV: Formative Evaluation for Two Year Self-Directed Plans Only
- [Formative Evaluation Report Form](#)
- A. Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 of year one of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
 - B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
 - C. No later than twenty school days before May 15th, Educators shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
 - D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and

delivered face-to-face or by delivery to the Educator's school mailbox. Should the Evaluator determine that the Educator could be placed on a Directed Growth Plan or an Improvement Plan at the completion of the Summative Evaluation, notice of this possible placement shall be provided to the Educator in the Formative Evaluation.

- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.
- G. The Educator shall sign the Formative Evaluation report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

14. Evaluation Cycle Phase V: Summative Evaluation

[Summative Evaluation Report Form](#)

- 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.
- 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. For an Educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, as determined by the negotiated measures, the Evaluator's supervisor shall discuss and review the rating with the Evaluator and the Supervisor shall confirm or revise the Educator's rating.
- D. 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.
- E. 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.
- F. 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.
- G. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face to face or to the Educator's School mailbox no later than May 15th

- I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- J. 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.
- K. 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.
- L. The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M. The Educator shall have the right to respond in writing to the summative evaluation no later than June 15th, which shall become part of the final Summative Evaluation report.
- N. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. Educator Plans – General

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.

The Educator Plan shall include, but is not limited to:

- At least one goal related to improvement of practice tied to one or more Performance Standards;
- At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
- An outline of actions the Educator must take to attain the goals that 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.

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

The Developing Educator Plan is for all Educators without PTS and those Educators working under a different area of licensure. The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2015-2016 (or when DESE requires such reporting) 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.

A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2015-2016 (or when DESE requires such reporting) 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.

18. Educator Plans: Directed Growth Plan

A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

Upon the written consent of the Educator, The Association President will be informed that an Educator has been placed on a Directed growth Plan and will be provided with the name of the Educator and the time of all meetings.

The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

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.

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

For an Educator on a Directed Growth Plan whose overall summative performance rating is not at least proficient, the Educator may continue on a Directed Growth Plan at the discretion of the Evaluator or 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: Support Team

SUPPORT TEAM

A teacher placed on a Directed Growth Plan or an Improvement Plan as a result of an unsatisfactory overall rating may formally ask his/her Principal, in writing, on the form attached to this Agreement as Appendix D 3, for the intervention of a Support Team. The Principal, upon receipt of the teacher's written request, will then establish a Support Team, subject to the terms and conditions hereinafter provided:

(1) Agreement, Consent, and Cooperation of the Teacher with an Unsatisfactory Overall Rating

The ability of the Support Team to fulfill its role will depend on many factors. Obviously, one essential factor is the agreement, consent and cooperation of the teacher with an Unsatisfactory overall rating. The designation of the Support Team as hereinafter provided, and its continued functioning, is predicated on such agreement, consent and cooperation. The teacher with an Unsatisfactory overall rating may at any time, by notice in writing to the Principal, terminate the continued functioning of the Support Team.

(2) Support Team Members

The Support Team shall consist of the teacher's Principal and three colleagues of the teacher, with the teacher selecting one colleague, the Association selecting one colleague, and the Administration selecting one colleague. The colleagues should be teachers in the school of the teacher with an Unsatisfactory overall rating, if possible, but in any event must be teachers in the Hamilton-Wenham School system and must have received an evaluation rating of at least proficient. Hamilton-Wenham Educator retirees may also be considered for the composition of the Support Team.

(3) Submission of Information

The teacher requesting Support Team intervention shall provide the Support Team or authorize his/her principal to provide the Support Team, with copies of the relevant documentation placing the teacher on an Improvement Plan as a result of an Unsatisfactory overall rating, and such other information which the Support Team deems relevant.

(4) Role of Support Team

- a. The Support Team shall review the performance issues and suggest alternatives to address the performance problems, i.e., enlist outside support on the teacher's behalf; participation in professional development activities; course work; third party evaluation; release time opportunities to visit other classrooms; increase in tuition reimbursement opportunities; peer coaching; working with a mentor teacher; other growth activities, etc. The aforementioned are set forth as possibilities, not mandates, and are not exhaustive.
- b. The Support Team may expend up to a total of \$1,000 (per teacher at risk) in implementing its suggestions to address the performance problems. Any expenditure in excess of \$1,000 (total) shall require the advance written approval of the Superintendent.
- c. The Support Team shall review and suggest appropriate time lines regarding the measuring of improvement in the teacher's performance.
- d. The Support Team shall work with the teacher; shall monitor the progress of the teacher; shall make recommendations with regard to the performance

problems and their solutions; and, at the conclusion of an appropriate time period submit their findings with regard to the alleviation of the teacher's performance problems.

- e. The Support Team or a designated member or members thereof may conduct observations of the teacher and report back the results thereof to the Support Team. In the event the Support Team or a designated member or members thereof conduct observations, the Evaluator shall also be present for at least half of such observations. The Support Team may also provide feedback to the teacher.

20. Educator Plans: Improvement Plan

An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory. 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 forty-five (45) school days and no more than one school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

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

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.

The Improvement Plan process shall include:

- Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
- The Educator may request that a representative of the Association attend the meeting(s).
- Upon the written consent of the Educator, the Association President will be informed that an Educator has been placed on an Improvement Plan and will be provided with the name of the Educator and the time of all meetings.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), indicator(s), element(s) and/or student learning outcomes that must be improved;
- Describe the activities and work products the Educator must complete as a means of improving performance;

- Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Educator;
- Articulate the measurable outcomes that will be accepted as evidence of improvement;
- 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);
- Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
- Include the signatures of the Educator and Evaluator.

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

Decision on the Educator's status at the conclusion of the Improvement Plan:

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:

- 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.
- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a 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.
- 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.

Educators on Plans of Less than One Year

The timeline for Educators on Plans of less than one year will be established in the Educator Plan.

21. Advancement to PTS Status

In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and the overall rating. 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 the overall rating 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.

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

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

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.

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. General Provisions

- A) Only building or district administrators who are appropriately licensed and designated by the superintendent shall have responsibility for observation and evaluation.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall 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 to establish a joint labor-management evaluation team which shall review the pilot evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, as well as discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.
- F) Violations of this article are subject to the grievance and arbitration procedures.

20. Evaluation Timelines

Evaluation Phase	Activity	Completed on or before		What is due?
		Non-PTS/Dir Growth Plan	PTS	
Phase I: Self-Reflection	Superintendent, Principal or designee meets with Evaluators and Educators to explain evaluation process.	October 1	October 1	
	Evaluator meets with first year educators to assist in self-assessment and goal setting process	October 1	N/A	
	Educator submits self-assessment and proposed goals	October 15	October 15	<u>Self-Assessment Form</u>
Phase II: Goal Setting	Evaluator meets with educators in teams or individually to establish educator plans	November 1	November 1	<u>Goal Setting and Educator Plan Form</u>
	Evaluator signs educator plans	November 15	November 15	
Phase III: Plan Implementation	Evaluator completes first observation	December 1	December 1	
Phase IV: Formative Assessment/Evaluation	Educator submits evidence on all standards, indicators and goals agreed upon by the district and association as part	No later than 15 school days before February 1st	No later than 20 school days before May 15th	<u>Goal/Standard Summary Form</u>

	of the Evaluation system			
	Evaluator to complete mid cycle Formative Assessment Reports (If requested, meeting by Feb 15)	February 1	N/A	<u>Formative Assessment Report</u>
	Evaluator to complete mid cycle Formative Evaluation Reports	N/A	May 15	<u>Formative Evaluation Report</u>
Phase V: Summative Evaluation	Evaluator to complete Summative Evaluation Report	May 15	May 15	<u>Summative Evaluation Report</u>
	Evaluator meets Educator rated NI or unsatisfactory	June 1	June 1	
	Evaluator meets Educator rated Proficient or Exemplary (If requested)	June 10	June 10	
	Educator shall sign Summative Evaluation Report	June 15- Year 1	June 15- Year 2	
<u>All forms related to the evaluation process can be found here</u>				