

Contract
of the
Harvard School Committee
and the
Harvard Teachers ' Association
September 1, 2017
Through
August 31, 2020

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Contract of the
Harvard School Committee

and the

Harvard Teachers' Association

September 1, 2017 – August 31, 2020

Except as indicated herein, the agreement between the parties effective September 1, 2014 through August 31, 2017 will continue in full force and effect:

ARTICLE I – PREAMBLE

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Harvard, and that good morale within the teaching staff of Harvard is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

a. Under the law of Massachusetts, the Committee, elected by the citizens of Harvard, has final responsibility for establishing the education policies of the public schools of Harvard;

b. The Superintendent of Schools of Harvard (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established; the Superintendent will also interpret reactions to the policies back to the Committee;

c. The Administrators of the Harvard Public Schools have responsibility for supporting the policies established by the Committee and those recommended by the Superintendent. They shall provide guidance and a sense of direction for the teaching staff and encouragement of a climate conducive to excellent performance;

d. The teaching staff of the public schools of Harvard has the responsibility for providing education of the highest quality;

e. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, the Administration, and the teaching staff, keeping all communications in a two-way channel between the Committee and the teaching staff;

f. The Association and any and all certified personnel shall not cause, engage in or sanction any strike, work stoppage, slowdown, or withholding of services for the term of the contract. The Association and any and all certified personnel agree that for the term of this agreement it shall not cause, engage in, or sanction any picketing or other public demonstration during school hours.

2. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II -SCOPE

1. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee.

2. The Association affirms that the Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or not provided for in this agreement the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.

3. Subject to the provisions of the Contract (and except as otherwise provided by Article IX) the wages, hours, and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable until a new Contract is signed.

ARTICLE III -REGULAR MEETINGS

1. The School Committee shall publish the agenda for Committee meetings on the district's website prior to each Committee meeting.

2. Official minutes of each School Committee open meeting will be available to the Association on the district's website or from the Superintendent's office."

3. The School Committee will meet with representatives of the Association at least three (3) times per year (ideally in October, January, and May) to discuss matters of common concern. These meetings will not be used for collective bargaining purposes.

ARTICLE IV -DEDUCTION OF DUES

The Committee, having voted to accept the provisions of Section 17C and 17D of Chapter 180 of the General Laws of Massachusetts, in accordance herewith, shall certify to the Treasurer of Harvard all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this Contract.

By no later than November 1, the Association shall provide to the Town Treasurer a list of members and the amount of annual dues for payroll deduction purposes. This amount shall

be deducted on a pro rata basis from each member's paycheck over the remainder of the school year. In the event that a dues-paying member leaves before the end of the school year, it shall be the member's responsibility to pay the dues in full.

ARTICLE V - EMPLOYMENT CONTRACTS WITH TEACHERS

1. While it is understood that the Administration may make changes in scheduling where necessary, all employment contracts with teachers shall specify:

- a. The grade level or levels of the students for whom the teacher will be responsible.
- b. The subject or subjects to be taught, except in the case of Elementary School teachers having daylong responsibility for a single class. The precise title shown in the school's Course of Study guide, or equally precise titles, will be used so that the content and level are not left in doubt.
- c. The duration of the contract.
- d. The salary.

2. Before the Superintendent decides not to reemploy a teacher without professional teacher status for the following year and gives the notice to this effect which by law must be given on or before June 15, the teacher shall be accorded the opportunity, if he or she so desires, of an informal hearing before the Superintendent prior to the Superintendent's decision. At the informal hearing before the Superintendent, the reason(s) for not reemploying the teacher will ordinarily be made known.

3. The teacher has the responsibility to notify the building principal at the earliest possible moment, which in the case of summer should be a minimum of two (2) weeks' notice, of his or her intention to accept employment elsewhere, recognizing that it is in the best interests of the students' education that sufficient time be available so as to find a qualified replacement teacher.

A teacher leaving the school system (i.e. resigning) within the school year must submit in writing notice of his or her intention to leave to the office of the Superintendent at least two weeks prior to the date of leaving. Failure to do so, will result in forfeiture of one one-hundred eighty-fifth (1/185) of the teacher's annual salary for each day less than the aforementioned two weeks of notification. This section shall not apply if a teacher leaves the district for the purpose of retiring pursuant to the regulations of the MTRB.

4. All teacher employment contracts shall state that they are subject to this Agreement. A copy of this Agreement shall be furnished to the teacher at the time the contract is tendered, unless he or she has previously received a copy.

5. Vacancies

a. All vacancies and/or positions will be posted in all Harvard School Buildings and emailed to staff at their school email addresses prior to public announcement of such vacancy and/or position and for a period of seven (7) days prior to interviewing

candidates.

b. In filling any vacancies, if it is necessary to transfer a teacher involuntarily, upon request of the teacher so transferred, the Superintendent shall meet with the teacher and a representative of the Association to discuss the reasons for the transfer.

c. Bargaining unit members who apply for vacant teaching or promotional positions will be interviewed by the building principal or the hiring administrator.

ARTICLE VI - TEACHER SUPERVISION AND EVALUATION

1. Effective teacher supervision coordinates, stimulates, and guides teachers' professional growth in whatever ways are most likely to enable them to share the best of their being, their talents, and their intellects with students and to elicit, in kind, the best of these qualities from students. It seeks to uphold the educational standards established by the School Committee exemplified by maximal learning, effective and interesting teaching, democratic treatment of students, and the maintenance of an emotional climate which will maximize a student's desire and capacity to learn.

2. Material derogatory to a teacher's conduct, service, character, or personality shall not be placed in his or her personnel file in the Superintendent's office unless the teacher has been given an opportunity to review the written report of the incident in question within ten (10) school days of its having occurred. The teacher shall acknowledge that he or she has had said opportunity to review such material by affixing his or her signature to the file copy within ten (10) school days of having received a copy of the report. In the event that the teacher has refused to sign the material within ten (10) school days, an Officer of the Association shall be asked to witness that the teacher has seen the material and refused to sign it. It shall be expressly understood that the teacher's signing of the report in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and this answer shall be reviewed by the Superintendent and attached to the file copy, if such reply is made within ten (10) school days of the teacher's having signed the report.

3. In conducting investigations into complaints brought against a teacher, School Committee policy KEB/KEB-R shall be followed. This policy established that complaints about a teacher should be directed to the teacher first. If the complaint goes to the principal/supervisor first, the teacher should be notified immediately and a meeting between the teacher and the complainant is suggested. Refer to the district website for the full policy.

4. The Evaluation Procedure and Instrument dated June 2016, is hereby incorporated by reference into this Agreement.

The parties agree that the Evaluation Committee will monitor the full and effective implementation of the evaluation system and will periodically report its findings to the Association and the School Committee. A goal of the evaluation committee will be to make recommendations for improving the evaluation process. Any recommendations of the Evaluation Committee, which involve major changes, will be returned to the parties

for ratification.

ARTICLE VII – TEACHERS’ WORK YEAR AND TEACHING LOAD

1. The work year of teachers (other than new personnel who may be required to attend orientation sessions for which they will be compensated at the rate of one one-hundred and eighty-fifth [1/185] of the minimum salary for the Bachelor’s scale per day of attendance) will begin no earlier than the Monday preceding Labor Day and terminate no later than the last regular school day in June for pupils, providing closing commitments have been met, but may include five (5) professional days. Professional days may be scheduled in one of two ways:

a. A minimum of one (1) professional day will be scheduled prior to the opening of school.

The traditional model of two (2) full days for parent-teacher conferences when school is not in session for students is utilized and two (2) additional professional days when school is not in session for students may be scheduled.

b. A minimum of one (1) professional day will be scheduled prior to the opening of school. An alternate model of up to three half days or parent-teacher conferences is used; the total additional hours required for these conferences would count as (1) professional day. Three (3) additional professional days when school is not in session for students may be scheduled.

Additional workshops may be agreed upon by the Association and Committee (except Saturdays, Sundays, and other school vacations) during the school year prior to the last regular class of the school year.

2. (a) It is recognized by the Committee and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort shall be made to keep class sizes at an acceptable number as dictated by the grade level and subject matter taught, the financial condition of the school system, the building facilities available, and the best interests of the district as deemed administratively feasible.

(b) It is recognized by the Committee and the Association that creating and maintaining an equitable schedule is advantageous. In this spirit, the Administration will strive to develop a schedule and class assignment as early as possible before the end of the school year, so that the Administration can reasonably consider faculty input in scheduling and course assignment

3. Academic Assistance

It is expected that teachers shall recognize their responsibilities to provide extra help for students needing academic assistance and that the adequate provision of such extra help may require a teacher's remaining at school beyond the termination of regular working hours.

4. Meetings

a. In other than emergency situations or those situations involving self-evaluation activities preparatory to a visit by representatives of the New England Association of Schools and Colleges, the Administration shall schedule not more than two meetings at

the Elementary School and one (1) general staff meeting at The Bromfield School per month, such meeting(s) not to exceed one and one-half hours in length. The Administration shall provide notice of a meeting five (5) school days prior to each regular meeting. The Administration shall provide agendas for regular and general staff meetings at least two (2) school days prior to each regular meeting. General staff meetings are defined as non-departmental meetings which involve the professional personnel of a school complex and which occur outside regular working hours of professional personnel.

b. In other than emergency situations or in those situations involving self-evaluation activities preparatory to a visit by representatives of the New England Association of Schools and Colleges, Curriculum Coordinators shall schedule not more than (2) departmental staff meetings per month, such meetings not to exceed one hour in length.

In other than emergency situations or in those situations involving self-evaluation activities preparatory to a visit by representatives of the New England Association of Schools and Colleges, Department Leaders shall schedule not more than one (1) departmental staff meeting every other month, such meeting not to exceed one hour in length. Department Leaders shall provide notice of a meeting five (5) school days prior to regular departmental staff meetings. Department Leaders shall provide agendas for regular departmental staff meetings at least two (2) school days prior to each regular meeting. Secondary Departmental staff meetings are defined as meetings which involve the professional personnel of a secondary department and which occur outside the regular working hours of professional personnel.

c. Attendance at meetings held to discuss and report upon the progress of children not certified to have special needs or children with special needs shall be mandatory for all professional personnel who are involved directly with the provision of instructional services to the students and whose presence at the meeting(s) has been requested by the Director of Special Education (who will generally provide ten (10) days notice of such meetings).

5. Open House/Curriculum Night

All professional personnel may be required to attend and participate in an evening "Open House/Curriculum Night" program annually. The requirements of evening time for this event are in addition to the requirements of other sections of this Article.

6. School Calendar

There shall be a meeting between the Administration and PR & R Committee prior to February to consider the school calendar for the ensuing school year.

7. Learning Assistants and Kindergarten Aides

The School Committee shall make provisions for Learning Assistants and Kindergarten Aides.

8. The length of the school day for teachers shall be:

- Elementary School (pre K-5) 7 hours 15 minutes
- The Bromfield School (6-12) 7 hours 30 minutes.

The teachers' work day at HES begins at 8:25 a.m. and concludes at 3:40 p.m., except Friday when it concludes after dismissal; the student day begins at 8:50 a.m. and

concludes at 3:08

p.m. A teacher who attends a mandatory meeting at 8:00 a.m. may leave at the conclusion of student dismissal, if there are no mandatory meetings scheduled for that afternoon.

At The Bromfield School, the teachers' work day begins at 7:30 a.m. and concludes at 3:00 p.m., except Friday when it concludes at 2:30 p.m.; the student day begins at 7:45 a.m. and concludes at 2:20 p.m.

This schedule may be adjusted as the Superintendent deems necessary in light of bus transportation, building transition, or other unusual conditions and after notification to the Association with an explanation of the reasons involved.

9. Each elementary classroom teacher, grades K- 5, will be granted an average of thirty-five (35) minutes, per day, for a preparation period. Each grade 6-12 classroom teacher will be granted one full class period, per day, for a preparation period. This time shall not include a daily lunch period.

10. Common Planning Time

The parties to this Agreement recognize the importance of common planning time.

11. Distribution of Duties

The building principal will meet and consult with the HTA President or designee prior to the creation of a non-teaching duty schedule. A copy of the building principal 's duty roster will be provided to the Association.

12. Early Release Days

The establishment of early release days shall be the prerogative of the Committee who will consult with the Association in creating said schedule. Teacher input will be sought on a regular and ongoing basis and incorporated in determining how the early release time shall be spent. If the district wants to schedule additional parent-teacher conferences outside those outlined in Article VII, Section 1, adequate early-release time must be provided. In addition, adequate early-release time must be provided for the self-evaluation activities needed in advance of an accreditation visit by representatives of the New England Association of Schools and Colleges.

13. Time and Learning Committee (s)

The parties agree that Time and Learning issues will evolve over the duration of this contract. Therefore, the Time and Learning Committee(s) shall be established consisting of six (6) members, 3 selected by the HTA president.

The purpose of the Committee(s) shall be to ensure compliance with the Department of Education's Time and Learning Regulations, to monitor, audit and make changes in scheduling as determined to be necessary. Such changes reached by unanimous vote shall be consistent with budgetary constraints and teacher working conditions.

ARTICLE VIII -TEXTS AND OTHER COURSE MATERIALS

1. The Committee values the opinions of teachers with regard to texts or course materials. Therefore, while Massachusetts' education law charges School Committees with legal responsibility for selection of textbooks, the Committee agrees to review textbook adoption recommendations following presentation of proposals by teachers through the building principals of their respective schools, provided that such recommendations are the result of consultation and agreement among the teacher, Curriculum Coordinators and Department Leaders, and Building Principal, or, where no Curriculum Coordinators and Department Leaders exists, between teacher and Building Principal. If an irresolvable disagreement occurs between the Building Principal and the teacher or Curriculum Coordinators and Department Leaders the decision of the Superintendent shall be final.

2. The Committee will provide enough textbooks and, where necessary, enough other instructional materials in each course, where such are called for, so that all students shall have their own in order that he or she can conveniently accomplish the reasonable and meaningful assignments which the teacher makes, whether the assignment is to be done in class or at home.

ARTICLE IX - CONDITIONS OF REMUNERATION AND LEAVE

1. The basic objectives of the following provisions are to:

a. Attract to our schools the best qualified teaching talent available.

b. Encourage such teachers to continue in the service of the Harvard schools.

c. Encourage the professional growth of members of the teaching staff.

d. Encourage persons of outstanding talent to enter upon teaching as a career.

e. The Committee and Association acknowledge that a teacher's primary responsibility is to educate children, and that the teacher's energies, to the extent possible, should be utilized to this end.

f. Elementary Curriculum Coordinators will be compensated at \$5,000 per annum and Bromfield Department Leaders will be compensated at \$5,500 per annum. In addition, they will work eight (8) days in addition to the regular teacher work year. Five (5) of the days will be designated by the Building Principal and three will be scheduled by agreement between the Building Principal and the Department Leader or Curriculum Coordinator. Department Leaders will teach no more than four periods and have no regularly scheduled duties.

2. Salary Schedule Operation

a. The salary schedule shall reflect the level of experience and preparation of the individual staff member insofar as these factors are considered in his or her professional performance. Adoption of revised salary schedules and/or provision for an annual salary increment shall not be construed to bind the Superintendent to adjust the salary of an incumbent teacher, except as the Superintendent is satisfied by the school administrative staff that the teacher's

performance continues to be satisfactory.

b. Teachers of experience, recruited for the Harvard Public Schools, shall be engaged at initial salaries which at least fully credit them for prior teaching service in the public schools or experience of similar value.

In each instance, it shall be the Superintendent's prerogative to determine specifically the credit to be received by the teacher for any particular experience of similar value, for purposes of placement on the salary schedule.

c. The salaries of all members of the staff of the Harvard Schools shall be subject to annual review by the Committee. The Administration shall review the quality of professional performance and the professional growth demonstrated by each member of the staff during the school year, and shall report to the Committee in writing as to its recommendations for appropriate salary adjustments in accordance with the terms of the current salary schedule.

d. Salaried teachers, if requested in writing by an Administrator with the approval of the Superintendent, or if requested in writing directly by the Superintendent, to participate in curriculum development during the months of July and/or August, or any other non contractual days, will be paid on a per diem basis at the rate of seventy-five per cent (75%) of 1/1185 of their base salary for a six- (6) hour day. (The base salary is defined as that amount which is derived solely from the salary schedule. The base salary does not include stipends or differentials.) Participation shall be optional and voluntary. Provisions of this section shall not preclude voluntary unpaid participation by individual staff members.

e. In order to qualify for advancement on the salary schedule, professional employees who expect to change educational levels from one year to the next must provide written notice of intent to the Superintendent by November 1st of the year prior to advancement. Advancement on the salary schedule shall be effective at the start of the following school year.

f. With the exception of graduate courses/credits approved for teachers new to the District, to qualify for salary advancement, graduate courses/credits, including those offered by the District, must be approved in advance by the Superintendent.

g. Members may utilize professional development points to advance on the salary schedule. These professional development points must be approved in advance by the Superintendent and Building Principal. The professional development course must be at least 15 hours in duration and require the completion of a project and/or written work, and the course must be comparable to a graduate level course. For the purposes of this section, a fifteen hour professional development course equals one credit for advancement on the salary schedule.

h. Members must work at least 90 school days in a school year to advance a step the following school year, except as provided in Article IX Section 13. Days from the sick leave bank may not be applied toward the calculation of the 90 days. A maximum of 15

total days (combination of the annual 13 sick days and 2 personal days) may be applied towards the calculation of 90 days, but only if those days are used during the 90 days of teaching for their intended purpose; they may not be counted toward the 90 days if they are used as a planned early start to any leave from teaching. Under extenuating circumstances, at the Superintendent's discretion, a teacher may apply more of his/her accrued sick days toward the calculation of the 90 days.

i. The following provision shall not apply to any teacher who has a Master's degree as of September 1, 2017 or who is hired with a Master's degree. Teachers who are simultaneously working on their first Master's degree and complete any of the following for graduate credit: The Skillful Teacher, SEI Endorsement, and/or an AP Institute Course, shall receive credit toward M15 only for such credits after the teacher has received her/his first Master's degree provided all of the following conditions have been satisfied:

- (i) the teacher received prior approval from the Superintendent of the Harvard Public School for such course(s),
- (ii) the credits are/were not used for B15 column attainment,
- (iii) the credits are/were not used toward acquiring the teacher's first Masters degree,
- (iv) the teacher provided the Superintendent/designee with satisfactory documentation of (a) completion of the course for graduate credits with a grade of "B" or better, (b) the credits were not used for B15 column placement, and (c) the credits were not used to acquire the teacher's Master's degree.

3. Tuition Reimbursement

The Committee shall reimburse teachers in accordance with this Section 3 for graduate course reimbursement and/or related professional development activities. Such activities may include conference registration, on-line courses, seminars, workshops, and other similar learning opportunities. Annual Allocation funds are used to reimburse employees for tuition for graduate courses and shall not be used to reimburse teachers for any non-tuition expenses, such as fees, lodging and transportation, associated with attendance at graduate courses.

The \$1,265 Annual Allocation shall be increased per fiscal year at the rate of two percent (2%). The Annual Allocation for the duration of this contract are as follows:

Effective Year	Annual Allocation
July 1, 2017-June 30, 2018	\$1,290.00
July 1, 2018-June 30, 2019	\$1,316.00
July 1, 2019-June 30, 2020	\$1,342.00

Workshop Reimbursement: The Harvard Public Schools will use the above Annual Allocation funds to reimburse teachers for reasonable expenses (including fees, lodging, and transportation) incurred by the teachers who attend workshops, seminars, conferences or other professional development sessions that have been approved by the Superintendent.

In instances where a teacher is working toward a master's degree to meet licensure requirements for their current position, these teachers may receive reimbursement for tuition only from the Annual Allocation below, with no cap on the number of credits, in

the amount of \$2,100 which shall be increased per fiscal year at the rate of two percent (2%). This Annual Allocation is in lieu of the Annual Allocation in the paragraph above. The Annual Allocations for such teachers for the duration of this contract are as follows

Effective Year	Annual Allocation
July 1, 2017-June 30, 2018	\$2,142.00
July 1, 2018-June 30, 2019	\$2,185.00
July 1, 2019-June 30, 2020	\$2,229.00

All expenditures must be approved in advance by the Department Leader (when applicable), Building Principal, and Superintendent. Approval will be granted only to professional activities linked to approved personal goals, school or district initiatives, or related professional growth needs of a staff member. Teachers hired specifically to fill one-year temporary positions (i.e. to replace a teacher on leave) will not be eligible for professional development reimbursement unless specifically requested by administration. Subsequent to April 15, approval will be contingent upon the availability of funding in the professional development budget.

4. Absence from School Duties

a. Sick Leave

Full-time staff members shall be credited with thirteen (13) days per school year with pay, cumulative up to 185 days, usable for personal illness or injury or for family illness (six [6] days per year) requiring absence to arrange medical or nursing care. Staff members with thirteen (13) or more absences in a given year under this provision, or five (5) consecutive absences, if requested, shall be required to produce medical evidence to support further absences. Staff members with accumulated sick leave days in excess of 185 may optionally retain those days or may donate them to the Sick Leave Bank described in (b.) below. Such members who retain their balance shall not accumulate additional days unless their balance is reduced below the 185- day limit.

After exhausting available personal days leave, a teacher may be allowed to use additional sick leave for family illness requiring absence to arrange medical or nursing care at the discretion of the Superintendent.

b. Sick Leave Bank

In order to provide insurance from loss of pay because of longer-term illness or injury, a Sick Leave Bank shall be established. Subject to the provisions of this Section 4.b, the Sick Leave Bank shall be used to pay the salary up to sixty (60) days beyond the days eligible for an employee per work year but shall not exceed 185 days in the aggregate during the employee’s employment with the Harvard Public Schools.

At the beginning of each year of the contract, if the balance is below one hundred days, each teacher shall donate one day to the Bank. The Sick Leave Bank shall not exceed a total of one thousand (1,000) days.

No days shall be withdrawn from the Sick Leave Bank for use for any purpose other than prolonged illness or injury of the member of the unit. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family. Days may be

withdrawn for purposes of maternity only in extreme instances if unforeseen and serious medical complications arise.

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five members. Two members shall be designated by the Administration to serve at its discretion, and three members shall be members of the unit and shall be designated by the Association. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted and has discretionary authority to review and grant individual requests according to the provisions of this contract. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and determining eligibility and amount of leave:

- (1) Adequate medical evidence of serious illness or injury
- (2) Prior utilization of all eligible sick leave
- (3) Requests for days from the Sick Bank must be submitted within 10 school days of the employee's return to work.

All returned teachers shall be notified as to their number of accumulated days of sick leave on or before September 30.

The Administration will be responsible for an accounting of the additions and disbursements to and from the Bank and shall provide timely access to such accounts and an annual report to the HTA no later than October 1.

c. Bereavement Leave

Bereavement leave will be granted by the Building Principal not to exceed five (5) days. This leave is to be granted without salary deduction in the loss of the following: husband, wife, domestic partner, child, father, mother, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Any other bereavement leave shall be taken from sick leave based on the Superintendent's approval.

d. Personal Business

Each employee will be granted annually two days absence from school duties for personal business. Personal business is defined as essential personal matters that cannot be cared for during non-working hours. To be eligible for such leave without loss of salary, employees must notify their Building Principal at least three (3) days before taking such leave (except in case of emergency). Such leave is not cumulative from year to year and shall not normally be taken on days immediately preceding or following regular school vacations or holidays during the school year. Additional leave days shall be taken from sick leave based on the Superintendent's approval.

e. Leave for Religious Observances

Each employee may be granted up to two (2) days absence from school duties without loss of salary for the observance of religious holidays not regularly included in the school holiday schedule. If taken, there will be no deduction from the individual's accumulated sick leave days. Three (3) days advance notification to the Building Principal is a prerequisite to the granting of leave for religious observances.

5. Parental Leave

Pursuant to M.G.L. chapter 149 Section 105D, an employee who has completed three (3) consecutive months of full-time employment shall be entitled to eight (8) weeks of parental leave for the purpose of:

(a) Giving birth, or

(b) Placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee,

Provided, however, that any two employees of the Harvard Public Schools shall only be entitled to eight (8) weeks of paternal leave in the aggregate for the birth or adoption of the same child. The employee shall give notice to the Building Principal, Superintendent and Town of Harvard Finance Department of the employee's anticipated date of departure and the employee's intention to return. Such notice shall be provided at least two (2) weeks prior to the anticipated date of departure or as soon as practical if the delay in providing notice is for reasons beyond the employee's control.

The Superintendent will grant parental leave upon application and will confirm in writing the approved dates of parental leave within ten (10) business days.

Parental leave commences at the time of the birth of a child or the placement of the child for adoption and is in effect for the eight (8) calendar weeks (not school weeks) immediately following the birth/placement of the child. Parental leave is unpaid; however a female employee who has given birth to the child may use her accumulated sick leave to cover absences for childbirth and recovery from childbirth.

The following scenarios are provided as examples of the use of sick leave by the birth mother:

1. If a teacher's maternity leave commences on December 1st, the eight (8) week maternity leave period would end on January 25th, even though the winter vacation and Martin Luther King holiday take place during that period. The employee who has given birth to the child could apply sick days only to the school days during that time period for the period of her incapacity and recovery from childbirth

If the employee's leave commences on June 1, the employee who has given birth to the child could apply her sick days only to the work days between June 1st and the last day of work for teachers in June. The remaining approximately five weeks of parental leave would take place during the summer recess period and cannot be carried over to the next school year.

During the period of parental leave, health benefits shall be continued and the employee on parental leave shall be responsible for her/his portion of the premiums for such health benefits. Employees wishing to extend leave beyond the approved (8) weeks of Parental Leave and take Child Rearing Leave under Section 6 below must contact the Town of Harvard to arrange payment of health insurance premiums.

Upon the expiration of parental leave, the employee is entitled to return to the same or a similar position without loss of benefits under the contract for which the employee was eligible on the day the employee's leave commenced, subject to the exceptions in M.G.L. Chapter 149 Section 105D such as a layoff in accordance with the provisions of Article X.

6. Child-Rearing Leave

Child-rearing leave without pay will be granted by the Superintendent and will commence at the end of parental leave or at the arrival of the adopted child and will end no later than the start of the school year next following the commencement of the leave. The teacher must notify the Superintendent by February 1 of his or her intent to return in September. Failure to do so may, at the discretion of the Superintendent, result in loss of tenure and the right to return to his or her position and may require reapplication for an available position.

If the child-rearing leave without pay begins on or after February 1, for the remainder of the school year, the teacher may request an additional year of such leave but must notify the Superintendent by April 15 of his or her desire to continue such leave. Leaves will not be granted for longer than the additional year.

Provided the employee has not previously used the eight weeks of town-paid health and life insurance during the current parental leave, the Town will pay up to eight weeks of its share of health insurance premiums (or the remainder of the eight weeks unpaid from parental leave).

After such period health and life insurance benefits may be continued at the full expense of the teacher for the period of the leave.

7. Family and Medical Leave Act

A teacher who has been employed for one complete year shall be entitled to a leave of absence without pay for up to twelve consecutive weeks for birth, adoption, foster care placement of a child or if a serious health condition affects the employee or the employee's spouse, child, or parent in accordance with the Family and Medical Leave Act. Said leave shall be concurrent with and not in addition to parental Leave and Child-Rearing Leave pursuant to Article IX, Section 5 and 6. A teacher who is utilizing Family and Medical leave Act for his-her own illness will be required to use sick leave during the period of leave attributable to his or her illness. Consistent with the Family and Medical Leave Act, during said twelve week leave, an employee on leave under this Section shall continue to be eligible for health insurance with the Town and the employee during said leave will remit to the Town his or her share of the premium.

8. Professional Visiting Days

A minimum of one (1) day per teacher, per academic year to visit other schools or to attend a professional conference, will be granted for enhancement of teaching skills. This professional day will require advance approval by the cognizant Building Principal(s).

9. Sabbatical Leave

Sabbatical leave of up to one (1) year at ninety per cent (90%) annual salary may be granted to eligible faculty members upon the approval of the Administration and the School Committee. Applications for sabbatical leave must be submitted between the first and last day of June, fifteen (15) months prior to the commencement of the sabbatical leave, and the School Committee will inform the teachers being granted leave three (3) months after the application deadline. The following conditions must exist before an

applicant will be considered:

- a. Application for sabbatical leave must be submitted, in writing, to the School Committee and must include the following : name; inclusive dates of leave; proposed course of study and purpose of such study and, where applicable, stipulation of any educational institutions to be attended or academic degrees sought; and how the proposed course of study would benefit the Harvard Public Schools.
- b. Seven (7) years' service in the Harvard Schools.
- c. Applicant must agree to two (2) years' service in the Harvard School System after completion of sabbatical leave.
- d. The teacher granted sabbatical leave will enter into a written agreement with the School Committee that upon termination of such leave, he or she will return to service in the Harvard School System for a period equal to twice the length of such leave, and that in default of completing such service, he or she will refund to the Town of Harvard an amount equal to such proportion of salary received by him or her as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- e. The Committee reserves the right to limit the number of professional staff members who may be granted sabbatical leave to one person in any given year.

10. Absences Not Covered

All absences not covered by the above provisions shall be deducted at a rate of 1/185 of the annual salary.

11. Disability Insurance Program

The School Committee will offer a single-vendor 100% employee-paid disability program sponsored by the Association.

12. Employees on Less Than Full Contractual Basis

Employees covered by the foregoing Conditions of Remuneration and Leave (Article IX) who are employed on less than a full contractual basis shall participate in these Conditions of Remuneration and Leave on a pro-rated basis based on the percentage of their employment.

13. Protection Clause

The salary provided teachers protected by this salary schedule is deemed by School Committee and teachers to be fully earned at the close of schools in June of any given year, and proportionately during the school year. In the event of termination of service for any cause at the end of or at any time during the school year, amounts of salary earned but withheld to date of termination shall be payable to the teacher or in event of death, to his or her executor or administrator.

14. Jury Duty

Teachers who are called for jury duty shall not suffer any loss in income.

- a. The teacher shall continue to be paid at the same rate he or she would have been paid had he or she not been required to serve.
- b. At the end of such service, the teacher shall either sign over to the School Department any checks received for jury duty pay (not including payment for mileage and other expenses) or will present a certified check for the amount of such pay to the School Department.

15. Faculty Members as Substitutes

- a. Teachers may be assigned substitute teaching coverage as their non classroom teaching duty. From time to time this duty period may be exchanged with a teacher's preparation period.
- b. If it becomes necessary, any teacher who agrees to use a preparation period to teach the class of an absent colleague shall be compensated at the rate of one seventh (1/7) of the teacher's per diem salary.
- c. Within fifteen (15) days of the opening of school, staff members who are willing to volunteer under provision (b.) above shall notify the Building Principal. From time to time the Building Principal may seek volunteers beyond the volunteer list. Normally the Building Principal will not seek non veteran volunteers.

16. Retirement Incentive

The School Committee shall make available to any unit member who is at least 55 years of age in year of retirement and who has taught full-time in the Harvard Public Schools for a minimum of ten (10) years a retirement incentive.

Teachers that provide notification by November 11 of the academic year of retirement will receive a retirement incentive of \$1,500. to be paid to the teacher no later than the August 31 following retirement. To take advantage of this provision, a teacher must retire at the end of the academic year and must also notify the Superintendent in writing of his or her intent by November 1st of a retirement to occur at the end of that academic year.

Teachers that provide notification by November 1st of the year prior to the academic year of retirement will receive a retirement incentive of \$2,500, to be paid to the teacher no later than the August 31 following retirement. To take advantage of this provision a teacher must retire at the end of the next academic year and must also notify the Superintendent in writing of his or her intent by November 1st of the year prior to the final academic year of employment.

A prorated amount based on average percentage of teaching service will be made to part-time employees who are 55 and have taught in the system fifteen (15) years.

17. Tax-Sheltered Annuity

A tax-sheltered annuity (TSA) program under IRS 403b will be established.

Contributions shall be deducted from regular pay. School employees may elect to contribute any amount up to the maximum amount allowable by law. Such contributions will be forwarded as soon as administratively feasible but no later than ten (10) business days after payroll disbursement.

The School Committee will match up to 5% of the employee's contractual base salary up to a maximum of three thousand dollars (\$3,000) as determined by the following schedule:

- Employees with 5 but less than 10 years service will have their contributions matched at the rate of 15%.
- Employees with 10 but less than 20 years service will have their contributions matched at the rate of 25%.
- Employees with 20 or more years of service will have their contributions matched at the rate of 50%.

Teachers hired for the 2000-2001 school year and subsequent school years, will receive credit for teaching service for the purpose of matching contributions only for teaching service in the Harvard Public Schools.

Matching contributions will be made annually by the end of December for all current school employees based on employee contributions during the prior school year. No matching contribution will be made for persons no longer employed by the School Committee except in the case of individuals who have retired during the past year. Such matching contributions immediately become fully vested to the employee's benefit.

Employee Contributions: Effective with the 2000-2001 school year employees will have the option of having their payroll deduction sent directly to a retirement plan administrator with an already existing direct payment relationship with the Town of Harvard, or submitting their contribution to a third-party administrator which will forward the employee's funds as instructed by the employee to an extensive list of nationally known retirement plan vendors. Members may request to add a new retirement plan administrator for the purpose of employee contributions; however, the total number of plan administrators shall be no greater than twenty.

Employer Match: Effective with the match for the 2000-2001 school year paid in November 2001, the employer match shall be paid to eligible employees and distributed in the same percentage arrangement as the last regular payroll deduction of October.

16. Salary Schedules

Salaries during the term of the contract shall be determined by salary schedules, which are attached.

Members of the Harvard Teachers' Association, Unit B, School Registered Nurses, shall be paid on the teachers' pay scale. Their placement column shall not exceed Masters +30.

17. Staff who accompany students on overnight trips which are school-sponsored will be compensated at the rate of \$100 per night.

18. All teachers are required to have their paychecks directly deposited into any single bank or financial institution of their choice. The Committee may provide employees with electronic pay advices instead of paper paystubs. If paystubs or electronic pay advices do not itemize payment of stipends, the Committee will provide employees with notification regarding the payment of employees' stipends.

Effective the 2000-2001 school year, the 21-pay option will be only available to teachers who have professional teacher status and who are enrolled in that option for the 1999-2000 school year. In the future, the 21-pay option may not be reelected once it has been dropped.

19. The parties agree that the Administration and the HTA President will review and update the stipend list annually.

ARTICLE X - REDUCTION IN FORCE

1. For the purpose of this agreement seniority shall be defined as length of continuous service in the Harvard Public Schools measured from the first day for which compensation was received. Effective September 1, 2003, for bargaining unit members who are employed less than full time in the Harvard Public Schools, seniority shall be measured on a prorated basis according to the percentage of a full time position.

a. Paid leaves of absence shall count toward the accrual of seniority.

b. Approved unpaid leaves of absence of fewer than forty-one (41) consecutive working days shall be counted toward the accrual of seniority.

c. Approved unpaid leaves of absence of longer than forty (40) days shall not constitute a break in service, but time spent on such leave shall not count toward accrual of seniority.

2. In the event that it becomes necessary to reduce the number of teaching positions in the Harvard Public Schools, no teacher with professional teacher status shall be laid off if there is a teacher without professional teacher status serving in a position for which the teacher with professional teacher status is qualified, as defined in Section 4c. of this Article.

3. If in the application of this Article it is necessary to determine the seniority order of two or more teachers with the same seniority credits, the following procedure shall apply in the following order:

a. A full-time teacher shall be deemed senior to a part-time teacher.

b. The teacher with the most experience as a substitute teacher in the

discipline shall be deemed senior to the other employees.

c. A lottery shall be conducted in the presence of the Superintendent of Schools and the President of the Association, or their designees, to determine the order of seniority among such employees.

4. In the event that layoffs of teachers with professional teacher status become necessary, the following procedures shall be employed:

a. Each administrator/supervisor responsible for the evaluation of teachers within a specific discipline area will determine each year whether any individual in that area is not performing at a proficient level. This judgment will then be reviewed by the Superintendent. If the Superintendent upholds the judgment, a teacher so identified will be notified in writing by his or her immediate supervisor not later than November 1. Such notification will include an explanation of the RIF evaluation process and a listing of the specific areas within which the teacher is considered deficient with specific suggestions for improving performance. The teacher may, at his or her election, submit a letter of rebuttal or explanation. Neither the notification nor response will become a part of the teacher's permanent record at the time. This notification does not mean that the teacher so notified will definitely be RIFFed but only that he or she is at risk of being exempted from seniority. Subsequent to the identification and notification of a teacher whose performance in the Harvard Public Schools has been judged less than satisfactory, continued close supervision and evaluation of the teacher will be carried out by both his or her immediate supervisor and at least one additional administrator designated by the Superintendent. By April 1 the teacher's overall performance will be reevaluated. If after the second evaluation (and review by the Superintendent) the teacher's performance continues to be less than satisfactory, he or she will be placed at the bottom of the seniority list regardless of actual years of service. Upon return to satisfactory performance the affected employee shall be restored to his or her regular place on the seniority list.

b. In making a decision regarding the layoff or reduction in force of an employee (s), the Superintendent shall consider the employees' qualifications. The criteria for determining qualification shall include:

(1) Indicators of job performance, including ratings on evaluation; however, no distinction shall be made between proficient and exemplary ratings:

(2) Prior successful teaching experience in the discipline area(s) and subject area (s);

(3) Major and minor fields of college study (as shown by official transcripts);

- (4) Recent college-level course work in the discipline's subject area(s); and
- (5) Related experience outside the field of education.

Seniority shall be used as a tie-breaker in this section among teachers whose qualifications are no different.

In addition to considering the qualification of employees as described above, the Superintendent or her/his designee shall consider the best interests of students in the school or district to determine who shall be laid off.

- c. If there is a dispute concerning the determination of qualifications made under the provisions of Section c. above, then a joint committee, consisting of two (2) School Committee members and two (2) Association members (appointed by the HTA President) shall review the decision and shall attempt to resolve the dispute. In the event that the joint committee cannot reach agreement, the matter will be referred to expedited arbitration pursuant to Part 12 of this provision.
 - d. For purposes of this provision, discipline areas shall be as follows:
 - (1) Pre-K
 - (2) Elementary K-5
 - (3) English/Language Arts 6 - 12
 - (4) Foreign Language 6 - 12
 - (5) Industrial Technology 6 - 12
 - (6) Mathematics 6 - 12
 - (7) Science 6 - 12
 - (8) Social Studies 6 - 12
 - (9) Art K - 12
 - (10) Guidance/School Psychologist K - 12
 - (11) K -12
 - (12) Librarian K - 12
 - (13) Music K -12
 - (14) Physical Education K - 12
 - (15) Reading K - 12
 - (16) Special Education K - 12
 - (17) Speech K -12
 - e. In a year in which a teacher is teaching in two (2) discipline areas, he or she shall be carried on both discipline seniority lists.
5. It is understood that if it can be demonstrated that a particular employee within a discipline is the only person in the discipline qualified to teach a course or provide a specialized service of a professional/educational nature, that

employee may be retained regardless of seniority.

6. Administrators may transfer into Unit A in a year in which RIF affects Unit A members if, and only if, the Administrator has prior teaching experience in the Harvard Public Schools. Administrators shall be deemed to hold seniority for all prior service in Harvard.
7. No later than October of each school year the Superintendent shall provide each member of the bargaining unit with an up-to-date seniority list by discipline. Any challenges to the accuracy of the list must be registered, in writing, with the Superintendent before December 1.
8. When a RIF is to take place, the Superintendent shall give written notice to the affected teacher with professional teacher status by certified mail, return receipt requested, no later than May 15 preceding the effective date of the reduction. In the event of a fiscal emergency, this notice may be provided not less than two (2) calendar weeks prior to the anticipated effective date of the reduction.
9. A teacher affected by this Article will, for two (2) years following the effective date of layoff, retain recall rights to fill a vacancy within the teacher's discipline. In the event of a vacancy, the most recently affected teacher who has recall rights within the discipline will be offered the position created by the vacancy except that teachers laid off for less than satisfactory performance shall be exempt from recall. Recall notices shall be sent by certified or registered mail to the teacher. It shall be the responsibility of the laid-off teacher to keep the Superintendent informed of his or her current address and telephone number.
10. A teacher must notify the Superintendent within fourteen (14) calendar days of the actual receipt of recall notice of his or her intent to accept or reject recall. Except as set forth in the following paragraph, if a teacher rejects recall or fails to notify the Superintendent within the specified period the teacher shall forfeit all rights and benefits provided for in this Agreement. Unless otherwise mutually agreed in writing, a teacher who accepts recall must begin work on the date set forth in the recall notice or within fourteen (14) calendar days, whichever is later. A teacher who accepts recall shall retain all service credits and benefits accrued through the effective date of the layoff. While on recall status, laid-off teachers shall be given preference on the substitute teacher list.

If a teacher who is recalled is unable to return within the time set forth above because he or she holds a job in another school system and is committed to complete the school year there or because he or she is enrolled as a full-time student in a college or university, such teacher shall remain on the recall list and the period of his or her recall shall be extended by the period of time between the date when the teacher received the notice of recall and the date when the teacher's school year ends. If said teacher is subsequently recalled and accepts recall pursuant to the preceding paragraph, he or she shall retain

seniority accrued as of the date of layoff and shall accumulate seniority for any period of layoff in excess of fifteen (15) months.

11. To the extent permitted by applicable law, laid-off teachers may continue group health and life insurance coverage during the recall period, as provided by the Town to members of the bargaining unit, by reimbursing the Town for the premium costs. Failure to forward premium payments to the Town or refusal to return to employment upon recall will terminate this option.
12. Any disputes over the meaning, interpretation or application of this Article shall be resolved in accordance with the Grievance and Arbitration provision of the Collective Bargaining Agreement between the parties, provided that in the event of a factual dispute over the seniority standing of two or more employees under 4d above, such dispute shall be resolved in accordance with the expedited arbitration procedures of the American Arbitration Association.
13. Subject to the preceding paragraph, an Arbitrator hearing any matter other than a factual dispute over length of service shall have his or her authority confined to a determination of whether or not the Committee applied the appropriate criteria pursuant to Sections 4a, 4b, 4c, and 8 of this Article. In the case of any finding of a violation of Section 4a, 4b, and 4c the sole remedy shall be the remanding of the decision to the Committee.

ARTICLE XI - GRIEVANCE PROCEDURE

- a. The purpose of the formal and informal grievance procedures set forth in this Article is to produce equitable solutions to those problems which may from time to time arise and affect the conditions of employment of the employees covered by this contract.
- b. An employee or the Association may present a grievance. An individual may present a grievance with or without representation by the Association. The disposition, if any, of the grievance shall be consistent with the provisions of this contract.
- c. The Association shall also have the right to be heard at each step of the formal or informal procedure under which the grievance or appeal shall be considered.
- d. The meeting at any step of the procedure shall not be held during school hours, in so far as possible.
- e. No reprisal of any kind shall be taken by a party to this contract against any party in interest, any witness, any member of the Association, or any other participant in the grievance procedures by reason of such participation.

1. Formal Grievance Procedures

a. Applicability

The formal grievance procedure set forth below applies if the grievance is

a dispute involving the meaning, interpretation, or application of this contract.

b. Failure to Appeal

Failure at any step of the formal procedure to appeal, within the time limit specified below, from the decision rendered at that step shall constitute acceptance of the decision.

c. Filing Grievance and Appeals

The grievance must initially be discussed with the appropriate Supervisor if the matter is under his or her supervision, otherwise with the Building Principal. Any appeals must be filed from the decision of the following:

(1) Level One

The Supervisor to the Building Principal (in writing).

(2) Level Two

The Building Principal to the Superintendent (in writing);

(3) School Committee Level

Appeals from a decision by the Superintendent at Level Two. Grievances relating to dismissal or suspension shall not be heard by the School Committee but shall proceed directly to arbitration if not resolved at the Superintendent Level. If a satisfactory solution has not been reached and the matter does not relate to dismissal or suspension, the matter may be referred in writing to the School Committee.

d. Time Limit for Filing Grievance

The grievance must be filed within ten (10) school days and no later than fourteen

(14) calendar days after the aggrieved party first learned of the event or condition upon which the grievance is based.

e. Time Limit for Filing Appeal

An appeal must be filed within ten (10) school days either

(1) after the day the aggrieved party was informed of the decision from which appeal is taken, or

(2) after the last day of the period within which he or she was required to be informed of the decision, if he or she was not informed thereof within that period, whichever is later.

f. Time Limit for Meeting and Decision

The official with whom the grievance is initially filed and the official at the next level with whom the appeal is filed must meet with the aggrieved party within five (5) school days after receiving the statement of grievance

or appeal in an effort to reach a satisfactory settlement. Such official must inform the alleged grievant and the Association of his decision. If a satisfactory solution has not been reached, the grievance may be referred in writing to the School Committee subject to the conditions of Section 2, sub section 3. The School Committee shall meet with the aggrieved party within ten (10) school days after receiving his appeal and shall inform him of its decision within ten (10) school days of such meeting. Any part of these time limits which may extend in a particular case beyond the close of school in June shall thereafter be computed in calendar days at double the number of school days above prescribed.

g. Arbitration

(1) Availability of Arbitration as a Means of Settlement. A grievance may be submitted to arbitration only if it is a dispute over the interpretation or application of the terms of this contract. (See General Laws, Chapter 150E)

(2) Approval by Association Required. The grievance may be submitted by the aggrieved to arbitration only with the prior approval of the Association.

(3) Submission to Arbitration. If after the appeal to the Committee under the formal procedure set forth above in this paragraph 2 the Committee has not, by its decision, disposed of the grievance to the satisfaction of the aggrieved party or has not notified the aggrieved party of its decision within ten (10) school days after its meeting with him or her, the aggrieved party, if the Association approves, and the Association may submit the unsettled grievance to arbitration by so notifying the Committee in writing.

(4) Time Limit for Submission. The notice of submission to arbitration must be delivered within ten (10) school days after the aggrieved party is informed of the decision of the Committee or after the expiration of the time for informing him or her of the decision if he or she was not so informed within that time.

(5) Selection of Arbitrator. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.

(6) Jurisdiction. The arbitrator shall have no power or authority to alter, modify, award made by him or her shall be in conformance with the provisions of this contract and the laws of the Commonwealth of Massachusetts.

(7) Decision. The decision of the arbitrator shall be on the interpretation of the Contract and its application to the particular grievance

referred to him or her, and any award made by the arbitrator within his or her jurisdiction shall be final and binding on both parties.

(8) Time for Decision. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed unless the time is extended by mutual agreement of the parties to a later date or unless the rules of the American Arbitration Association, if applicable to the arbitration, provide otherwise.

(9) Costs of Arbitration. The costs for the services of the arbitrator shall be borne equally by the School Committee and the aggrieved.

2. Informal Grievance Procedures

a. Applicability. The informal grievance procedure set forth below may be used for a dispute involving the meaning, interpretation or application of this contract, the alleged inequitable treatment of an employee covered by this contract or for other situations alleged to affect adversely the conditions of employment, but shall not include the right to settlement by arbitration.

b. Procedure. The aggrieved party may informally pursue settlement of the grievance with the appropriate Supervisor, if the matter is within his or her supervision, the cognizant Building Principal, Superintendent, and Committee, in that order; each of whom shall meet with him or her if requested. An employee who does not wish to discuss the problem with any one of the levels of administrative organization may skip that level if he or she submits the grievance in writing, clearly stating the problem and applicable facts and requesting a meeting at the desired level at which he or she wishes to seek settlement of the grievance, and also furnishes a carbon copy to the administrators at the levels that have been skipped. If the Committee is involved in adjudication of problems under the informal grievance procedure, both the alleged aggrieved employee and the Committee may involve witnesses and representatives. The Committee, in consultation with the aggrieved, will establish the conditions of the meeting.

ARTICLE XII - CODE OF ETHICS

It is expected by both parties to this agreement that each teacher subscribes to and will adhere to the principles of the Code of Ethics of the Education Profession, which is attached hereto (page 39) but is not a part of this Collective Agreement.

ARTICLE XIII - HEALTH AND SAFETY

The Harvard School Committee and the Harvard Teachers ' Association agree to establish a Health and Safety Committee whose primary purpose is to establish guidelines to prevent health and safety problems and to address health and safety problems in a predictable and expedient manner.

One of the Harvard School Committee's highest priorities is safe and healthy schools for all employees. The District and the Harvard Teachers' Association will make every effort to ensure that the Health and Safety Committee is an effective working committee.

1. The Harvard Public School District will strive to provide a safe and healthy workplace and will notify the Association of any conditions that it believes might constitute a hazard to employees that it feels cannot be promptly remedied.
2. The employees may exercise all their legal rights to obtain a safe and healthy workplace. The District shall not take any retaliatory action against an employee who exercises his or her rights under M.G.L. c. 149 s.185.
3. If an employee becomes aware of a working condition that he or she feels is unsafe or unhealthy, he or she shall use the following procedures to address the concern. No issue reported or addressed under this Article will be the subject of a formal grievance or taken to arbitration.

Step 1

Employee reports a health or safety concern to immediate supervisor and/or building principal.

Step 2

If the health or safety concern is not resolved, the employee notifies the Building Principal, in writing on the appropriate form, of the safety and health concern(s) and sends a copy to the Health and Safety Committee.

Step 3

- a. The Building Principal resolves the problem and notifies the employee in a timely manner of the resolution of the concern or,
- b. The Building Principal notifies the employee, in writing, in a timely manner or not more than ten (10) working days, why he or she cannot resolve the problem and the Building Principal notifies the Facilities Manager, in writing, of the safety concern.
- c. If the Building Principal has not complied with the time limits set above or if the concern of the employee is not resolved, the employee may refer the matter to the Health and Safety Committee.

Step 4

- a. The Facilities Manager addresses the problem and notifies the Building Principal and the employee within ten (10) working days of action taken, or:

If the action taken does not resolve the employee's health and safety concern, the employee may refer the matter to the Health and Safety Committee.

- b. The Facilities Manager notifies the Building Principal and the Health and Safety Committee in a timely manner or not more than ten (10) working days, of the reasons why action cannot be taken. The Building Principal then notifies the employee and the school council.

Step 5

The Health and Safety Committee will examine the issue, consider possible action and make recommendations to the School Committee. The School Committee and the Association will determine the make-up of the Health and Safety Committee and a uniform form for reporting health and safety concerns.

ARTICLE XIV - SAVINGS PROVISION

If any provision of this Contract or the September 1, 2014 to August 31, 2017 application of such provision to any person or circumstances is held invalid, by law the remainder of this Contract and its application to other persons and circumstances shall not be affected thereby.

ARTICLE XV - DURATION OF CONTRACT

This Contract shall be effective and shall thereafter renew itself for successive terms of one year unless by November 1 next prior to expiration of the contract year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.

This Agreement is final and is binding upon both parties to the Contract and agreed to on the 5th day of April 2017.

IN WITNESS WHEREOF, the parties to this Agreement have caused this agreement to be executed by their agents, hereunto duly authorized, and seals to be affixed the 5th day of April 2017.

In Agreement School Committee of the
Town of Harvard

In Agreement
Harvard Teachers' Association Negotiating Committee

SusanMary Redinger

Jessica Hyde

Jon Green

Bryce Mattie

Nancy Lancellotti

Sangita Marya

Mary Traphagen

Lisa Hopkins

Patty Wenger

Melissa Niland

Kathleen Doherty

FY18

This is the salary schedule for FY18 (the 2017-2018 school year);
it reflects a 1.5% increase from the previous year's salary schedule.

Step	B	B15	M	M15	M30	M45	M60	PhD
1	47,010	48,674	50,467	51,714	53,400	55,079	56,228	57,291
2	48,732	50,599	52,706	54,300	56,231	58,158	59,371	60,495
3	50,454	52,524	54,944	56,888	59,064	61,237	62,516	63,701
4	52,174	54,448	57,184	59,474	61,895	64,313	65,658	66,906
5	54,120	56,608	59,671	62,320	65,000	67,675	69,091	70,404
6	55,850	58,541	61,918	64,918	67,844	70,765	72,247	73,622
7	57,578	60,474	64,165	67,515	70,688	73,856	75,405	76,840
8	59,306	62,406	66,416	70,113	73,533	76,947	78,563	80,058
9	62,068	65,432	69,825	73,949	77,681	81,406	83,115	84,700
10	63,826	67,400	72,113	76,594	80,575	84,551	86,329	87,974
11	65,587	69,367	74,400	79,234	83,469	87,697	89,539	91,247
12	67,350	71,328	76,691	81,886	86,365	90,837	92,748	94,517
13	69,110	73,296	78,977	84,528	89,261	93,982	95,959	97,792

Harvard Public Schools Contract Proposal - HPS to HTA

FY19

This is the salary schedule for FY19 (the 2018-2019 school year); it reflects a 2.75% increase from the previous year's salary schedule.

Step	B	B15	M	M15	M30	M45	M60	PhD
1	48,302	50,013	51,855	53,136	54,869	56,594	57,774	58,866
2	50,072	51,990	54,155	55,794	57,777	59,758	61,004	62,159
3	51,841	53,969	56,455	58,452	60,688	62,921	64,235	65,453
4	53,609	55,945	58,757	61,109	63,597	66,082	67,464	68,746
5	55,608	58,164	61,312	64,034	66,787	69,536	70,991	72,341
6	57,386	60,151	63,621	66,704	69,709	72,711	74,233	75,647
7	59,161	62,137	65,930	69,371	72,632	75,888	77,479	78,953
8	60,937	64,122	68,242	72,041	75,555	79,063	80,724	82,260
9	63,775	67,231	71,745	75,982	79,817	83,645	85,401	87,029
10	65,581	69,254	74,096	78,700	82,791	86,876	88,703	90,393
11	67,391	71,275	76,445	81,413	85,764	90,109	92,002	93,757
12	69,202	73,290	78,800	84,138	88,740	93,335	95,298	97,116
13	71,011	75,312	81,149	86,853	91,716	96,566	98,598	100,481

Harvard Public Schools Contract Proposal - HPS to
HTA

FY20 - First Half Year

This is the salary schedule for FY20 (the 2019-2020 school year) first half;
it reflects a 2% increase from the previous year's salary schedule.

Step	B	B15	M	M15	M30	M45	M60	PhD
1	49,269	51,013	52,892	54,199	55,966	57,726	58,930	60,043
2	51,074	53,030	55,238	56,910	58,933	60,953	62,224	63,402
3	52,878	55,048	57,584	59,621	61,902	64,179	65,520	66,762
4	54,681	57,064	59,932	62,332	64,869	67,404	68,813	70,121
5	56,720	59,328	62,538	65,314	68,123	70,927	72,411	73,787
6	58,534	61,354	64,893	68,038	71,104	74,165	75,718	77,160
7	60,345	63,379	67,248	70,759	74,084	77,405	79,029	80,532
8	62,156	65,405	69,607	73,482	77,066	80,644	82,338	83,905
9	65,051	68,576	73,180	77,502	81,414	85,318	87,109	88,770
10	66,893	70,639	75,578	80,274	84,446	88,613	90,477	92,201
11	68,739	72,700	77,974	83,041	87,479	91,911	93,842	95,632
12	70,587	74,755	80,376	85,821	90,515	95,202	97,204	99,058
13	72,431	76,818	82,772	88,590	93,550	98,498	100,570	102,491

Harvard Public Schools Contract Proposal -
HPS to HTA

FY20 - Mid-Year

This is the salary schedule for FY20 (the 2019-2020 school year) mid-year increase;

it reflects a 1.25% mid-year increase from the previous salary schedule.

Step	B	B15	M	M15	M30	M45	M60	PhD
1	49,884	51,651	53,553	54,877	56,666	58,447	59,666	60,794
2	51,712	53,693	55,929	57,621	59,670	61,715	63,002	64,194
3	53,539	55,736	58,304	60,366	62,676	64,982	66,339	67,597
4	55,365	57,777	60,681	63,111	65,680	68,246	69,673	70,997
5	57,429	60,069	63,320	66,131	68,974	71,814	73,316	74,710
6	59,266	62,121	65,704	68,888	71,992	75,092	76,665	78,124
7	61,099	64,172	68,089	71,643	75,010	78,373	80,016	81,538
8	62,933	66,222	70,477	74,401	78,029	81,653	83,367	84,954
9	65,864	69,433	74,095	78,471	82,431	86,384	88,198	89,879
10	67,729	71,522	76,522	81,278	85,502	89,721	91,608	93,354
11	69,598	73,609	78,949	84,079	88,573	93,060	95,015	96,827
12	71,469	75,690	81,381	86,894	91,647	96,392	98,419	100,297
13	73,336	77,778	83,807	89,697	94,720	99,729	101,827	103,772

	2017-2018	2018-2019	2019-2020
POSITION	SALARY	SALARY	SALARY
Varsity Boys Soccer Coach	\$ 4,106	\$ 4,167	\$ 4,230
JV Boys Soccer Coach	\$ 2,738	\$ 2,780	\$ 2,821
MS Boys Soccer Coach	\$ 1,883	\$ 1,911	\$ 1,940
JV Girls Soccer Coach	\$ 2,738	\$ 2,780	\$ 2,821
MS Girls Soccer Coach	\$ 1,883	\$ 1,911	\$ 1,940
Varsity Field Hockey Coach	\$ 4,106	\$ 4,167	\$ 4,230
JV Field Hockey Coach	\$ 2,738	\$ 2,780	\$ 2,821
MS Field Hockey Coach	\$ 1,883	\$ 1,911	\$ 1,940
Golf Coach	\$ 2,231	\$ 2,264	\$ 2,298
Boys Cross Country Coach	\$ 3,624	\$ 3,678	\$ 3,733
Girls Cross Country Coach	\$ 3,624	\$ 3,678	\$ 3,733
Varsity Girls Soccer Coach	\$ 4,106	\$ 4,167	\$ 4,230
Varsity Boys Basketball	\$ 5,134	\$ 5,211	\$ 5,289
JV Boys Basketball	\$ 3,082	\$ 3,128	\$ 3,175
MS Boys Basketball	\$ 1,883	\$ 1,911	\$ 1,940
Varsity Girls Basketball	\$ 5,134	\$ 5,211	\$ 5,289
JV Girls Basketball	\$ 3,082	\$ 3,128	\$ 3,175
MS Girls Basketball	\$ 1,883	\$ 1,911	\$ 1,940
Boys Indoor Track	\$ 4,106	\$ 4,167	\$ 4,230
Girls Indoor Track	\$ 4,106	\$ 4,167	\$ 4,230
Varsity Boys/Girls Swim	\$ 4,106	\$ 4,167	\$ 4,230
JV Boys/Girls Swim	\$ 1,689	\$ 1,714	\$ 1,740
Ski Team	\$ 3,082	\$ 3,128	\$ 3,175
Varsity Boys Lacrosse Coach	\$ 4,106	\$ 4,167	\$ 4,230
JV Boys Lacrosse Coach	\$ 2,735	\$ 2,776	\$ 2,818
Varsity Girls Lacrosse Coach	\$ 4,106	\$ 4,167	\$ 4,230
JV Girls Lacrosse Coach	\$ 2,735	\$ 2,776	\$ 2,818
Boys Outdoor Track Coach	\$ 4,106	\$ 4,167	\$ 4,230
Girls Outdoor Track Coach	\$ 4,106	\$ 4,167	\$ 4,230
Assist Track Coach	\$ 1,883	\$ 1,911	\$ 1,940
Boys Tennis Coach	\$ 3,082	\$ 3,128	\$ 3,175
Girls Tennis Coach	\$ 3,082	\$ 3,128	\$ 3,175
Varsity Softball Coach	\$ 4,106	\$ 4,167	\$ 4,230
MS Softball Coach	\$ 1,883	\$ 1,911	\$ 1,940
JV Softball Coach	\$ 2,735	\$ 2,776	\$ 2,818
Varsity Baseball Coach	\$ 4,106	\$ 4,167	\$ 4,230
JV Baseball Coach	\$ 2,735	\$ 2,776	\$ 2,818
MS Baseball Coach	\$ 1,883	\$ 1,911	\$ 1,940

Position	2017-2018	2018-2019	2019-2020
Webmaster	\$3,045	\$3,091	\$3,137
Co-Curricular Academic Stipends			
TST Coordinator	\$1,218	\$1,236	\$1,255
AP Coordinator	\$1,218	\$1,236	\$1,255
Mentor Coordinator	\$1,218	\$1,236	\$1,255
Mentor	\$508	\$515	\$523
Nature's Classroom	\$1,218	\$1,236	\$1,255
Senior Project Coordinator	\$1,255	\$1,272	\$1,293
Extracurricular Academic Stipends			
Middle School Team Leaders	\$1,257	\$1,275	\$1,295
Middle School Yearbook	\$965	\$979	\$994
Choral Accompanist	\$819	\$831	\$844
Bromfield Cares	\$1,255	\$1,272	\$1,293
GSA Advisor	\$1,255	\$1,272	\$1,293
World of Difference Advisor	\$1,255	\$1,272	\$1,293
Art NHS Advisor	\$1,255	\$1,272	\$1,293
Freshman Class Advisor	\$1,576	\$1,600	\$1,624
Sophomore Class Advisor	\$1,576	\$1,600	\$1,624
Speech and Debate Advisor	\$976	\$991	\$1,006
Middle School Drama Advisor	\$3,216	\$3,264	\$3,313
Bromfield Review Advisor	\$1,114	\$1,131	\$1,148
Junior Class Advisor	\$1,576	\$1,600	\$1,624
Academic Bowl Advisor	\$1,222	\$1,240	\$1,259
NHS Advisor	\$1,281	\$1,300	\$1,320
Chorus Director	\$1,707	\$1,733	\$1,759
MS Student Council Advisor	\$1,780	\$1,807	\$1,834
Global Cultures/Model UN Advisor	\$1,721	\$1,747	\$1,773
Senior Class Advisor	\$2,102	\$2,134	\$2,166
Freshman Math Team Advisor	\$1,929	\$1,957	\$1,987
Varsity Math Team	\$2,014	\$2,044	\$2,075
High School Student Council Advisor	\$2,223	\$2,256	\$2,290
Band Director	\$2,364	\$2,399	\$2,435
Yearbook Advisor	\$4,013	\$4,074	\$4,135
High School Drama Advisor	\$4,953	\$5,027	\$5,103
Green Team	\$ 1,236	\$ 1,255	\$1,273
Tri-M	\$ 1,255	\$ 1,272	\$1,293
Youth and Government	\$ 1,255	\$ 1,272	\$1,293
Business Professionals of America	\$ 1,236	\$ 1,255	\$1,273
Bromfield Chess Club	\$ 948	\$ 962	\$977

SIDE LETTER OF AGREEMENT

June 21, 2010

The Harvard School Committee and the Harvard Teachers' Association agree to the following side letter of agreement:

Teaching an Extra Class at Bromfield

This portion of the side letter, regarding teaching an extra class at Bromfield, shall expire at the last day of the contract unless the parties agree to extend it further.

Bargaining unit members with Professional Teacher Status may volunteer to teach an additional class per year. The bargaining unit member will be paid \$5,000 for teaching an extra class in lieu of an administrative/duty period and \$8,500 for teaching a class in lieu of the teacher's individual preparation time. Teachers are not permitted to teach an additional class in lieu of common planning time. No more than three members of a single department will be permitted to teach an additional class in a given year.

The Principal will review the need for additional classes annually. All additional classes will be posted internally and any teacher with Professional Teacher Status may apply in writing to the Building Principal. Teachers qualified to teach a class outside of their licensure will also be considered. If an additional class becomes available following the close of school and before the beginning of school, it will be posted and emailed to all teachers with Professional Teacher Status at their school email address.

The School Committee recognizes that extra class offerings are not a substitute for hiring teachers when the student population/classes sizes indicate such a need exists.

Notification/Reminder

In continuation of the January 3, 2003 side letter of agreement, the parties agree that notification from the Association and the Superintendent will be communicated to staff in a timely manner to inform them of the requirement in Article IX, Section 2.e. for advancement on the salary schedule due to a change in educational levels.

Hiring/Evaluation of Coaches

This letter reflects the School Committee's and Association's agreement with the following guidelines and clarifications with respect to the hiring, employment, and termination of coaches:

1. **Hiring Authority** As noted in MGL, Chapter 71, Section 59B, the recommendation for appointment of a coach is the responsibility of the Building Principal, subject to approval of the Superintendent. The Principal may delegate a portion of the responsibility for hiring to the Athletic Director, however, the final recommendation shall be from the Principal. When appropriate, administration may wish to form a sub-committee to assist with the interview process. Such a committee will typically include an administrator, the Athletic Director, other members of the coaching staff or faculty per discretion of the Principal.
2. **Compensation** Compensation for coaches is subject to collective bargaining and is specified in the School Committee/Teachers' Association Contract. No stipends separate

from this agreement will be negotiated or awarded to coaches.

Evaluation Each coach will be evaluated annually by the Principal or designee. Narrative evaluations may address any or all of the following categories:

- Overall professionalism and judgment
- demonstrated expertise specific to the sport and level
- modeling of sportsmanship and fairness to athletes
- attention to administrative responsibilities
- appropriate application of educational/motivational strategies.

Each evaluation will indicate whether a coach is recommended for reappointment, not recommended for reappointment, or there is no recommendation at the time of the evaluation.

4.Hiring Criteria/Procedures

All vacancies will be posted in accordance with Article V, Section 5 of the HTA contract. Administration may subsequently choose to advertise outside the district if a broader application pool is sought.

The aforementioned evaluation criteria will be considered in hiring decisions. The degree of weight assigned to each of those criteria and their interpretation is the prerogative of the Building Principal.

The district recognizes the unique contributions a teacher on a faculty can make to an athletic program in the capacity of coach. Any member of the faculty who applies for a coaching vacancy will be granted an interview for said position and receive consideration for said position. If in weighing all criteria, the Principal considers a non-faculty member to be the most qualified candidate, that person shall be appointed to the position. If all candidates have comparable qualifications, preference will be given to current faculty members.

Individual Professional Development Plans

This side letter recognizes that the May 27, 2003 Memorandum of Understanding regarding Individual Professional Development Plans, the text of which was included in the 2003 -2006 and the 2006-2009 contracts, remains in effect. This Memorandum of Understanding will remain in effect until negotiated otherwise. Teachers may request a full copy of the text of that memo from the Superintendent's office, the Building Principal, or the HTA.

Health Insurance Contribution

The health insurance premium contribution rate for employees shall be as follows for the RateSaver plans:

Effective Date of change in premiums. (Employees pay premiums one month in advance. Therefore, the premium for September is paid in August.)	Employees who commenced employment in a position in the bargaining unit on or before June 1, 2010	Employees who commenced employment in a position in the bargaining unit on or after June 2, 2010
September 1, 2017	17%	22%
September 1, 2018	18%	23%
September 1, 2019	20%	25%

Teachers, current and future, who select the PPO plan will have contributions of 50%.

Professional Development Committee

This side letter addresses the agreement to establish a committee for the planning and implementation of professional development activities.

Recognizing that the most effective professional development is supported through a culture of open communication and collaboration, The Administration and Association will establish a Professional Development Committee. The committee's objective will be to assist with the planning and implementing of professional development activities consistent with school and district goals, state and federal mandates, and the identified needs of each school's educators. The committee will be co-chaired by an Association member (to be appointed by the HTA President) and an Administrator, ideally the professional development coordinator. While the district will have ultimate responsibility for the scheduling of professional development activities throughout the year, including the five professional development days consistent with Article VII, 1a or 1b it is agreed the Professional Development Committee will have primary responsibility for determining the content and implementation of at least one of the five professional days. In order to plan effectively and to guide the work of the committee, the Administration will develop a yearly professional development budget and make it available to the committee at the beginning of each school year.

For the Harvard School Committee

For the Harvard Teachers' Association

Date

Date

CODE OF ETHICS

Preamble

The National Education Association believes that the education profession consists of one education workforce serving the needs of all students and that the term 'educator' includes education support professionals.

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator--

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.

6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly--
 - a. Exclude any student from participation in any program
 - b. Deny benefits to any student
 - c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator--

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

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