

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

HAVERHILL EDUCATION ASSOCIATION

HAVERHILL SCHOOL COMMITTEE

JULY 1, 2018 – JUNE 30, 2019

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AGREEMENT made this 24th day of September 2018 by and between the Haverhill Education Association (hereinafter sometimes called the Association) and the School Committee of the City of Haverhill (hereinafter sometimes called the Committee).

We the undersigned parties to this Agreement, recognizing that our prime purpose is to provide education of the highest possible quality for the children of Haverhill, and that good morale within the teaching staff of the Haverhill Public Schools is essential to the achievement of that purpose; and to encourage and abet effective and harmonious working relationships between the Haverhill School Committee and the teachers in order that the cause of public education may best be served in Haverhill, agree as follows:

PREAMBLE

WHEREAS, the parties have entered into a Collective Bargaining Agreement under the date of, July 1, 2015 which said Agreement expired on June 30, 2018; and,

WHEREAS, the Committee and its designated representatives have met with the representatives of the Association pursuant to the provisions of Chapter 150E of the General Laws and the parties have fully considered and discussed all proposals made by either party as to salaries, hours, and other conditions of employment; and,

WHEREAS, the negotiating representative of both the Committee and the Association have negotiated an agreement to be effective July 1, 2018 the Agreement shall continue in all of its provisions except as hereinafter modified and shall continue in full force and effect from July 1, 2018 to and including June 30, 2019.

NEGOTIATIONS FOR SUBSEQUENT AGREEMENT

The parties agree that they shall meet not less than four (4) times to negotiate an Agreement to succeed this Agreement within forty-five (45) days of the receipt of written demands by either party from the other.

ARTICLE I - RECOGNITION

The Committee recognizes the Association for purposes of collective bargaining as the exclusive representative of a unit of professional employees consisting of all classroom teachers, special area teachers of art, music, health, physical education, reading, and technology, special education teachers, ESL and bilingual teachers, speech and language pathologists, counselors, psychologists, librarians, audio-visual coordinator, special education evaluators, building team coordinators, head teachers, teacher community-liaisons; and conflict mediator; but excluding the Superintendent, Assistant Superintendent of Schools, Business Manager, All Directors, Assistant Directors and Supervisors, Principals, Assistant Principals, school nurses, athletic coaches, occupational therapists, physical therapists, and substitute teachers.

- (a) Under the Laws of Massachusetts, the Committee elected by the citizens of Haverhill has final responsibility for establishing the educational policies of the public schools of Haverhill, for management of said schools and for directing their operation - a responsibility which includes the duty to maintain public elementary and secondary schools and such other educational activities as it finds will best serve the interest of the City of Haverhill; to decide the need for school facilities, to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes in the manner provided by statute, ordinance, School Committee Rules and Regulations, and this Agreement; to prescribe rules for the management, studies, classification, and discipline for the public schools; to decide the textbooks to be used; to prepare and submit budgets to the City Council and, in its sole discretion, expend monies appropriated by the City for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem necessary; and to exercise such other authority, rights, and powers conferred upon the Committee by the laws of Massachusetts and the Rules and Regulations of any pertinent agency of the Commonwealth.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect while, at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, and any subsequent amendment 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, the Superintendent and/or Principal(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 or must be exercised by persons or entities other than those expressly named herein.

- (b) As to those practices that existed or were instituted prior to September 1979, that are not covered by this Agreement or School Committee Rules and Regulations, neither the Association nor the Committee shall be obligated to adhere to their continuance. Should a change in these practices be contemplated and the practices affect wages, hours, conditions of employment, or standards of productivity or performance, the Association and the Committee agree to bargain over these matters as to their impact on the bargaining unit.

ARTICLE II - CONDITIONS OF EMPLOYMENT

The School Committee Regulations, City of Haverhill, Massachusetts, adopted 1948, revised 1976, approved 1979, and revised 1981, and revised 2003 shall continue in effect during this Contract.

A. Salary Increments

Salary increments are given in September. (Experience credit cannot be given for service of less than six months in any school year. Partial periods of service cannot be added together).

- 1) Salary changes due to classification changes because of advanced degrees and equivalencies are recognized September 1. All credits for approval must be received in the Human Resource Department prior to November 1 in order to receive a salary adjustment retroactive to September, which will be paid in November. Any transcripts filed after November 1 must be justified as a failure of the college to provide the transcript and will be handled on an individual basis. Credit will be given for grades below "B" for graduate work only if recognized for graduate credit by the issuing school. Any salary adjustments due as a result of completion of such courses shall be paid retroactive to September.

B. Licensure

Teachers are required to hold a license issued by the Massachusetts Department of Elementary and Secondary Education in order to be eligible to teach in the Haverhill Public Schools. It is the direct responsibility of the employee to attain, retain and renew their license. Upon issuance and renewal the employee is to forward a copy to the Human Resource Department of the Haverhill Public Schools.

C. Waivers

On the rare occasion that it is required to hire a person under a waiver, it will be the direct responsibility of the employee to demonstrate they are making continuous progress toward meeting the requirements for the licensure in the field in which they are employed in order for the district to request subsequent waivers.

D. Graduate Courses

- 1) Teachers who are enrolled or are enrolling in a graduate program, under the direction of a collegiate advisor or agency, will file an outline of the course requirements and electives as soon as they are formalized with the college or agency. This will be forwarded to the Human Resource department for processing with the Assistant Superintendent of Schools. If there are changes, a course approval form for additional courses within the program may be required.
- 2) All individual courses taken outside of a planned program require a course approval form prior to taking the course. If a teacher has any doubts whether the course may be approved to meet professional improvement requirements, the teacher is advised to complete a course approval form, giving a statement of relevancy and desired objective in taking the course before the college's date for withdrawal. This is to be

submitted to the Human Resources Department for processing with the Assistant Superintendent of Schools.

- 3) Please note that a course approval form must be completed, submitted to Human Resources, and processed with the Assistant Superintendent of Schools in order to receive credit towards any classification changes.
- 4) Salary increases occur upon completion of graduate level courses after your bachelor's degree. Therefore, one would receive a salary increase at each of the following levels: Bachelors +15, Bachelors +30, Bachelors +45/Masters. After the completion of a Master's program, Graduate level classes, if approved by the Assistant Superintendent of Schools, will be applied towards salary increases as follows: Masters +15, Masters +30, Masters +45, and Master +60. Masters +60 is the highest classification one can complete.

E. Professional Development Points

From the Department of Elementary and Secondary Education:

*Educators with standard certificates issued or renewed after December 1, 1999 must develop Individual Professional Development Plans that include 150 PDPs. At least 120 PDPs must be in the content area of the certificate or in pedagogy directly related to the primary certificate, with at least 90 of these PDPs in the content area of the primary certificate. Educators working in Massachusetts' public schools must get initial approval of their professional development plans from their supervisors. The supervisor shall approve the plan if 120 of the content and pedagogy PDPs are consistent with school and district educational improvement goals. A minimum of 10 PDPs must be earned in a specific topic to count toward recertification. Educators must include their supervisor's endorsement of the complete professional development plan in their application for recertification. **Professional development plans must include an additional 30 PDPs in the content area of each additional certificate to be renewed.***

Educators who participate in school and district based in-service programs that focus on strengthening professional knowledge and skills in content may receive PDPs after the successful completion of a professional development program (minimum of 10 hours on a topic) with an observable demonstration of learning that could include a written product or other documentable product.

For additional information and details, please refer to the DESE Recertification Guidelines for Massachusetts Educators – January 2000.

F. In-service Credit

1. A diversified program of in-service training shall be provided for teachers.
2. In-service training approved by the Assistant Superintendent of Schools may count for professional salary increment credit.

3. In-Service credits may be awarded upon approval of the Assistant Superintendent of Schools. The breakdown of in-service credits is listed below. One may use in-service credits towards classification salary increases. However, they are limited to a total of fifteen (15) in-service credits throughout one's career with the Haverhill Public Schools. All in-service credits must follow the guidelines as mapped out below. Furthermore, approval of such credits must be received through the Assistant Superintendent of Schools.

4. In the event a teacher is unable to attend mandatory in-service courses due to illness, with approval of the Superintendent, the district may reimburse the tuition to the teacher. Teachers attending training or in-service sessions, which qualify, for certification or recertification will not usually receive stipends nor be reimbursed unless expressly required to receive said recompense by grant stipulations. When stipends or reimbursement are offered, said financial circumstances will be made known in advance as part of the advertisement. The district will provide as required by the Ed Reform Law, alternatives for recertification at no cost to those requiring recertification.

5. Professional Development Points for In-service Credit

HPS In-Service Credit toward Classification Changes

22.5 Approved PDPs = 1 In-Service Credit
 22.5 PDPs = 1 In-service credit
 45.0 PDPs = 2 In-service credits
 67.5 PDPs = 3 In-service credits

Please note:

- a. One program must equal a minimum of 22.5 PDPs in order to receive in-service credit.
- b. PDPs cannot be accrued to equal 22.5 PDPs

Undergraduate

One Approved Semester Hour = 15 PDPs

Graduate

One Approved Semester Hour = 22.5 PDPs

CEU – Continuing Education Unit

1 CEU = 10 PDPs
 1.5 CEU's = 15 PDPs

Examples of PDPs that may count toward salary increments with approval:

Activity	PDPs	In-Service (With Approval)	Additional Information
Visiting team for accreditation or inspection	30 PDPs	1 In-service credit	In five years
Instructor for a graduate-level course or approved equivalent for educators	45 PDPs	2 In-service credits	Per semester hour Taught in a five-year renewal cycle
Published Written Materials Doctoral dissertation	90 PDPs	4 In-service credits	In five years
Published Written Materials Master's or CAGS thesis	45 PDPs	2 In-service credits	In five years
Published Written Materials Book(s)	90 PDPs	4 In-service credits	Per book
Published Written Materials Chapters or professional journal articles in a professional book or journal	30 PDPs	1 In-service credit	Per chapter or article
Successful completion of a school or district based in-service program that focuses on strengthening professional knowledge and skills in content area	22.5 PDPs	1 In-service credit	Minimum of 22.5 hours Session Example: 3 days at 6.5 hours each plus 3 hours of additional work

G. Review of Information

The School Committee of the City of Haverhill, or any member or members designated by the School Committee of the City of Haverhill shall have the right at any time or times to look at any books, records, or reports of or in the possession of any employee of the school department pertaining to any school or schools, department or departments, personnel salaries, purchases of supplies and equipment, and other expenditures or receipts of money for the schools or the school system of the City of Haverhill. The School Committee shall be entitled to inspect, copy, or receive copies of said books, records, or reports without undue delay.

H. Adopted Rules and Regulations

The most recently adopted rules and regulations of the School Committee as amended shall be annexed to this Agreement and shall be part of this Agreement. A copy of said rules and regulations shall be given to the Association and made available to any unit members who request a copy. Should any conflict exist over unit members' wages, hours, and working conditions between the current rules and regulations of the Committee and any provision(s) of this Agreement, this Agreement shall prevail so long as any applicable provisions of this Agreement are not inconsistent with the General Laws in general and the Education Reform Law in particular.

I. Worker's Compensation

Employees who are members of the bargaining unit are included to the extent allowed by law within the provisions of the Massachusetts Workmen's Compensation Act as set forth in the Massachusetts General Laws, Chapter 152 (including any amendments thereto).

J. Annuities

The Committee will provide the opportunity for all teachers so desiring, to avail themselves of tax sheltered annuities.

K. Additional Days Work

Any teacher who is requested to work and who does work any portion of any day in excess of the 182 days, prescribed in Article XXVII of this Agreement shall be compensated at the rate of 1/180 of his/her annual salary for each day so worked.

L. Unpaid Workday

If any teacher is to have salary deducted for days missed from work without paid leave, then the deduction shall be at the rate of 1/180 of his/her annual salary for each workday actually missed.

M. Duty Free Lunch

Each teacher shall have a duty free lunch period of not less than thirty (30) minutes.

N. Summer School

Summer school positions to be confirmed on or before May 25th or when federal or state funding is made available.

O. Use of School Department E-mail System

The School Department email system shall be used solely for school department business at all times. No other such use, personal, union or otherwise, shall be allowed at any time without the express permission of the Superintendent or his/her designee.

P. Bargaining Obligations

The Committee and the School Administration acknowledge the Committee's and its agent's responsibility to bargain pursuant to M.G.L. c. 150E and agree to fulfill any and all of their bargaining obligations. In the event that the Committee and/or its agents anticipate changes in working conditions, such changes and their impact will be bargained prior to their implementation. In addition, the Committee and the School Administration agree to notify

the Association of any and all new or changed policies, procedures and protocols prior to the implementation of such policies, procedures and protocols.

Q. Proper Attire

It is expected that teachers will at all times dress in a manner that is befitting a professional organization and appropriate for the position. It is expected that all Haverhill teachers will be dressed appropriately while in school. Clothing, footwear, and hair should be neat and clean and conform to acceptable health and safety standards.

R. Criminal Charges

It is the direct responsibility of the employee to notify the Superintendent of Schools within 24 (twenty-four) hours, or as soon as able thereafter, of his/her criminal arrest or the issuance of a criminal complaint/indictment against the employee.

S. School Security

In order to increase security and safety, each employee will be required to enter and exit their work location using a passcode, identification card or other method. This passcode will signify to main office the number of employees who are on site. This information will be used to determine who is in the building during school hours and after hours. This information will not be used for disciplinary or evaluation purposes. No employee shall use another employee's passcode, identification card or other method to access the security system. The employer will ensure that an adequate amount of portals will be available for a timely entrance and exit.

T. Code of Ethics

The Committee and the Association agree to accept the Code of Ethics as shown below:

<p style="text-align: center;">HAVERHILL PUBLIC AND VOCATIONAL SCHOOLS CODE OF ETHICS OF ETHICS OF THE EDUCATION PROFESSION</p>
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Preamble

The educator believes in the worth and dignity of man/woman. He/she recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He/she regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal education opportunity for all. The educator accepts his/her responsibility to practice his/her profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he/she has accepted in choosing a career in education, and engages himself/herself individually and collectively with other

educators, to judge his/her colleagues, and to be judged by them in accordance with the provision of this code.

PRINCIPLE I
Commitment to the Student

The educator measures his/her success by the progress of each student toward realization of his/her potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his/her obligation to the student, the educator –

1. Shall not without just cause restrain the student from independent action in his/her pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he/she bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he/she does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, gender, gender identity, sexual preference, or national origin exclude any student from participation in or deny him/her benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his/her classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He/she shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his/her obligation to the public, the educator –

1. Shall not misinterpret an institution or organization with which he/she is affiliated, and shall take adequate precautions to distinguish between his/her personal and institutional or organization views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III Commitment to the Public

The educator believes that the quality of services of the education profession directly influences the nation and its citizens. He/she therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions, which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he/she contributes actively to the support, planning, and programs of professional organization.

In fulfilling his/her obligation to the profession, the educator –

1. Shall not discriminate on the grounds of race, color, creed, gender, gender identity, sexual preference, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.

2. Shall accord just and equitable treatment of all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in professional inquiry when requested by an appropriate professional association.
6. Shall provide upon request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his/her professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV
Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He/she believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his/her profession by unqualified persons.

In fulfilling his/her obligation to professional employment practices, the educator –

1. Shall apply for, accept, offer, or assign a position of responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or condition of employment.
4. Shall give prompt notice to the employing agency in any changes in availability of service, and the employing agent shall give prompt notice of change in availability of position.
5. Shall not accept a position when so requested by the appropriate professional organization.

6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use the time granted for the purpose for which it is intended.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is hereby defined to mean a dispute involving the meaning, interpretation, or application of this contract.
2. An “aggrieved person” is the person or persons making the claim.
3. A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential at any level of the procedure.
2. Any employee may present a grievance to his/her employer and have such grievance heard without intervention by the exclusive representative of the employee organization representing said employee, providing that the exclusive representative is afforded the opportunity to be present at such conferences and that any adjustment made shall not be inconsistent with the terms of an Agreement then in effect between the employer and the exclusive representative. Any Unit member filing a grievance shall notify the Association of his/her intent to file a grievance.

C. Procedure

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

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

Any teacher or teachers shall be allowed representation by representative of the Association at all levels of the grievance procedure.

1. Level One

- (a) A teacher with a grievance shall submit the grievance within twenty (20) school days of the occurrence of said grievance to his/her principal or immediate superior. The statement should contain a complete statement of the facts on which the grievance is based. The principal or immediate superior, as the case may be, shall within five (5) school days thereafter give an answer in writing to the person filing the grievance.
- (b) If a teacher does not file a grievance with his/her principal or immediate superior within twenty (20) school days after the teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered as waived. A dispute as to whether a grievance has been waived, under this paragraph will be subject to arbitration pursuant to Level Four.

2. Level Two

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) days of receipt of the grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve the grievance.

3. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after he/she has first met with the Superintendent he/she may file the grievance in writing with the School Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after he/she has first met with the Superintendent, whichever is sooner. Within (15) school days after receiving the written grievance, a subcommittee of the School Committee (hereinafter referred to as the "Sub-Committee") will meet with the aggrieved person for the purposes of resolving the grievance. The School Committee, however, will render the ultimate decision of the grievance at Level Three.

4. Level Four

- (a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after he/she has first met with the sub-committee, the Association may submit the grievance to binding arbitration within fifteen (15) school days after receipt of a request by the aggrieved person, provided the subject matter of the grievance is a proper subject for binding arbitration.
- (b) If a period of five (5) days elapses and they are unable to agree on a mutual arbitrator, then a representative of the American Arbitration Association shall be asked to act as an arbitrator under the rules of said Association. The decision of the arbitrator will be submitted to the School Committee and to the Association and will be final and binding, except as hereinafter provided in paragraph 4e.
- (c) The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the School Committee and the Association.
- (d) If the Supreme Judicial Court of Massachusetts shall declare the final and binding arbitration to be unlawful under the provisions of the General Laws of Massachusetts, Chapter 150E, then the decision of the arbitrators shall be advisory and shall not be binding to either party of this Agreement. It is the intention of the parties, that if the final and binding arbitration is unlawful as aforesaid, that such decision be given serious consideration by other parties to this Agreement.
- (e) It is expressly agreed and understood that this provision as to arbitration will not apply to negotiations.
- (f) It is further agreed and understood that at any time during the course of this Agreement that if the School Committee has a grievance with reference to the

Education Association that it shall have the right to proceed under Level Four of Article III pertaining to arbitration.

- (g) No records or communications related to grievances shall be stored in teachers' personnel files, but if they are to be kept by the Superintendent they shall be stored in a separate place. Furthermore, no teacher shall be subject to any deprivation of professional advantage or reprisal as a result of his utilization of the foregoing procedures

ARTICLE IV - MUTUAL CONCERNS

It is further agreed that on the first Tuesday of October, January, and March, the Committee or its designated members will meet with a committee of the Association for the purpose of considering past, present, and future problems with the express intention of preventing and eliminating possible future grievance. Ten (10) days prior to each of the aforesaid meetings the Association will submit to the Committee a proposed agenda of specific items to be discussed and the Committee may supplement this agenda.

ARTICLE V - DUES DEDUCTION

- (a) The Committee agrees to deduct from the salaries of its employees one amount to cover the dues for the Haverhill Education Association, the Massachusetts Teacher's Association, and the National Education Association as each teacher individually and voluntarily authorized the Committee to deduct, and to submit the monies promptly (within seven days) to the Association. The teacher's authorization will be in writing in a form attached hereto as shown below:

DUES DEDUCTION AUTHORIZATION FORM Haverhill Education Association 800 Broadway Haverhill, MA 01830 (978) 374-7079 Email – haved@verizon.net
Name: _____
Date of Hire: _____
Mailing Address: _____
School: _____ Position: _____
Home Phone: _____ Cell Phone: _____
Home E-Mail: _____
This is to authorize the Haverhill School Department to deduct \$ _____ per year from my bi-weekly wages. This is for payment of dues to the Haverhill Public Education Association.
This deduction is to start with the pay period ending _____, 20____ and is to stop with the pay period ending _____, 20_____.
Signature of Employee: _____
Dated: _____

- (b) The deduction referred to in Section (a) above will be made in 20 equal installments commencing with the second paycheck. The deductions are to be made twice monthly whenever possible. The Committee will not be required to honor for any deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made. The Committee agrees that it will make every effort to equalize payroll deductions.
- (c) No later than September 30 of each year the Committee will provide the Association with a list of those employees who have voluntarily authorized the Committee to deduct dues. Any employee desiring to have the Committee discontinue or change deductions he/she has previously authorized must notify the Committee and Association in writing. The Committee agrees not to stop or change any dues until it has received notification that the member has given written notification to the Association.

ARTICLE VI - COMMITTEE RULES AND REGULATIONS

The School Committee shall notify the Association in writing of any proposed changes or amendments in the rules and regulations of the School Committee with reference to working hours and working conditions affecting teachers and as specifically contained or affected in this Agreement, and the parties shall discuss the proposed changes and amendments notwithstanding Chapter 1, Section 9 of the School Committee Regulations. If the proposed changes and amendments are not resolved by such discussions, then prior to the adoption the proposed changes and amendments shall be submitted to the arbitration procedure as set up in Level Four of Article III.

The Committee agrees to update its published rules and regulations. If during this updating process it is discovered that previously adopted rules and regulations are inconsistent with either the terms of this Agreement or actual practice in the system, the parties will meet to discuss the inconsistencies.

ARTICLE VII - ASSOCIATION RIGHTS

1. The Association may have a bulletin board in each building, to be provided by the Association. The location of this bulletin board is subject to the approval of the principal in each building.
2. The president and the secretary of the Association shall each be provided with a copy of the agenda of each School Committee meeting as soon as it is available.
3. The president and the secretary of the Association shall each be provided with a copy of the minutes of each School Committee meeting as soon as it is available.

4. Representatives of the Association, as designated by the president, shall be granted leave without pay for Association business that cannot be conducted except by leaving school premises during the teacher workday. Such leave shall not exceed five (5) days in any work year. The Association shall be eligible to use an additional ten (10) days per year provided that the Committee is reimbursed for the cost incurred in obtaining a substitute. The Association shall make every effort to give at least one week's notice for such leave and in no event less than forty-eight (48) hours notice; the Superintendent may waive this time restriction. This leave shall be taken in full day units. The Superintendent shall be able to deny the request for any of the additional days for reasonable cause shown.
5. One member of the Association, as designated by the president, shall be granted upon request, a leave without pay for a semester or full year duration in order to participate in Association work or activities on a full-time basis. Upon return from this leave the teacher shall be treated the same way as any other teacher returning from unpaid leave.
6. Three Association officers, designated by the Association president, will be allowed to leave school for the duration of any free period, with notice to the principal, in order to conduct Association business. The Association president should notify the Superintendent of School's one week prior to the opening of school each calendar year who the designated officers will be for that calendar year. The Association shall file a quarterly report with the Superintendent of the name of the officers and dates of utilization of free periods under this section.
7. The Association president shall be relieved of the following duties:
 - A. If he or she is assigned to the high school:
 - 1) Homeroom
 - 2) Study Hall
 - 3) Corridor Duty
 - 4) Dance, Play, or After School Duties
 - B. If he or she is assigned to a middle school:
 - 1) Same as A (1) to (4) above
 - 2) Before and After School Duties
 - 3) Recess
 - C. If he or she is assigned to an elementary school:
 - 1) Bus Duty
 - 2) Recess Duty
 - 3) Before and After School Duty

- D. The Association recognizes the right of the Committee to assign the duties relieved of the president of the Association to any other member or members of the Bargaining Unit.

ARTICLE VIII - MEETINGS

Teacher meetings will start ten (10) minutes after student dismissal. Teachers may be required to remain after the end of the regular day, without compensation, for up to two (2) hours, in order to attend the meetings described in sections a and b below. However, in any case, the total monthly meeting time will not exceed two hours and fifty minutes per month except when an additional hour per month is required for the express purpose of Electronic Grade Reporting.

- a. First or third Monday of each month or an alternate day of the week selected by the principal. If Monday is a holiday then the meeting will be scheduled on Tuesday. The regular meetings will be scheduled to start ten (10) minutes after the student dismissal time. They are not to exceed fifty (50) minutes. If for any reason school is not in session on both Mondays – building meetings will be rescheduled with a 48 hours notice by the school principal.
- b. Second or fourth Monday of each month or an alternate day of the week selected by the principal. If Monday is a holiday then the meeting will be scheduled on Tuesday. The curriculum meeting will be scheduled to start ten (10) minutes after the student dismissal time. They are not to exceed two (2) hours. If for any reason school is not in session on both Mondays – curriculum meetings or other meetings authorized by the Superintendent will be rescheduled within a 48 hours notice by the directors, supervisors, department heads, and/or principals.
- c. In the event a meeting in addition to the above is necessary because of an emergency or exceptional circumstances, with notice to the Association president, the Superintendent may call an emergency unscheduled meeting.
- d. In all schools, in addition to the afternoon meetings for which provisions are made in the above three sections, teachers may be required to attend not more than four (4) evening meetings each school year for meetings with parents. The evening meetings are: Open House, and Parent-Teacher Conferences. The evening meetings are expected not to exceed ninety (90) minutes in length. Such meeting days shall be included in the school calendar. Elementary and Middle School Teachers shall be required to attend three (3) evening meetings each school year, with an additional meeting to be called at the discretion of the Superintendent of Schools provided at least three (3) school weeks of notice is given.

- e. In-service days and parent conference days may be scheduled on a day other than a Monday provided that no Monday meeting is scheduled that same week unless through provision “c”.

ARTICLE IX - VACANCIES AND PROMOTIONS

1. Teachers will be given the opportunity to complete preference sheets on an annual basis to express interest in transferring within the school system. If transfer to an assignment not indicated on the teacher’s preference sheet, the teacher will be given an opportunity to meet with the teacher’s principal and/or immediate supervisor to discuss the transfer and may have a representative of the Association present should the teacher so desire.
2. All positions to be filled in the school system, including, but not limited to, promotional positions, teaching or counseling positions, summer school, and evening school positions, shall be posted in each building for not less than ten (10) school days prior to being filled. Such posting shall include the qualifications and job description of the position being posted.
3. Any teacher desiring to be notified of parallel or promotional vacancies between the close of school in June and the opening of school in September will be notified if he/she leaves a request and self-addressed stamped envelope requesting that he/she be notified.

ARTICLE X - NON-TEACHING DUTIES

- (a) Teachers shall be relieved of the following non-teaching duties: lunch and/or cafeteria duties, detention duties, and the collection of picture and insurance money, and maintaining registers.
- (b) All teachers shall maintain accurate homeroom attendance records and daily class attendance records, utilizing the technology provided by the school district. Teachers shall also maintain a parent portal providing information relevant to their current class activities. The implementation of applicable hardware or software will require a ninety day phase in period during which training will be available to staff.
- (c) Teachers may agree to perform lunch and/or cafeteria duties during their assigned lunch and be paid at the same rate as noon supervisors.
- (d) Teachers will be required to attend and help supervise no more than one at the High School level and two at the elementary and middle school levels of the following evening functions per school year:
 - a) School dances
 - b) Class Plays
 - c) Banquets

- d) Promotion Ceremony
- e) Concerts
- f) Musicals
- g) Honor Society
- h) Sporting Events

These assignments shall be made each year on a rotating roster basis, without regard to age, sex, or length of service.

At the elementary and middle school levels, in the event no volunteers come forward for the above stated events, 1/3rd of the building staff will be assigned to a pool from which they may be selected to supervise such functions.

At the High School level, in the event no volunteers come forward for the above stated events, ½ of the building staff will be assigned to a pool from which they may be selected to supervise such functions.

- (e) In addition to the requirements listed in Article X - Section D, High School Faculty must attend the High School Graduation Ceremony, robed and in their academic regalia. Employees may be excused by the Superintendent for urgent and compelling personal reasons. If employees do not possess their own academic regalia same shall be provided by the district.
- (f) In an effort to be fair and equitable as well as nondiscriminatory in the assignment of non-teaching duties, the employer shall provide a calendar or schedule of teacher non-teaching duties on or about the opening of school with the ability to modify such schedule on or about the 20th of September. Such duties will be assigned on a rotating roster basis. This does not prohibit any teacher from volunteering their services for additional assignments.

ARTICLE XI – SALARIES

(a) **Wages:** General wage increase as follows:

Effective FY 2019	2% on July 1, 2018
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A twenty-one (21) payment plan is to be maintained whereby annual salaries of said professional employees are to be divided by twenty-one (21) and payments made every other week.

Effective June 30, 2019 for the payment of wages, employees may select from either a 22 pay period schedule or a 26 pay period schedule. Both pay period schedules shall commence the first week of the school year and continue until all annual wages are paid. Employees must make an election no later than July 15th of each year. Employees who do not make an election of a particular pay period schedule shall be placed on the 22 pay period schedule. Medical and dental insurance deductions shall continue to be paid on a 20 week schedule.

The Committee agrees to make a reasonable effort to provide teachers with their paychecks on the day before a holiday when the holiday falls on a Friday.

No retroactive wages shall be due and owing to any person not employed at the time of the ratification of this agreement, or any subsequent agreement, unless said person left the employ of the Haverhill Public Schools to become an active M.G.L. c. 32 retiree.

(b) Direct Deposit. The parties agree that all new employees as of July 1, 2015, shall be paid any and all wages by direct deposit and electronic receipt notification process.

(c) Longevity payment is based upon the Master's Maximum for the year of service just completed and will be paid by August 1st.

Employees who have served 26 years or more as of June 30, 2005 will continue to earn and receive longevity payments as follows:

1% of Master's Maximum after year 14
2% of Master's Maximum after year 18
4% of Master's Maximum after year 22
6% of Master's Maximum after year 26
9% of Master's Maximum after year 30
12% of Master's Maximum after year 34

Effective the 2005-2006 school year, all employees who do not meet the aforementioned criteria will earn and receive longevity payments according to the following schedule:

1% of Master's Maximum after year 11
4% of Master's Maximum after year 14
5% of Master's Maximum after year 19
6% of Master's Maximum after year 24

(d) Effective the 2011-2012 school year, employees who provide irrevocable written notice to the Haverhill School Department by February 15th, of their retirement at the end of the current school year will be paid a \$1,000.00 one time bonus by August 31st of the following school year.

ARTICLE XII - STUDENT LEARNING TIME/PERIODS WORKED

During study periods, teachers at Haverhill High School will be expected to assist students with school assignments, if requested by the student and if qualified to do so.

STUDENT LEARNING TIME/TEACHER WORK YEAR

1. Effective July 1, 2005, the work year for teachers shall consist of no more than 182 days, which shall occur between Monday before Labor Day and June 30. Of the 182 days, no more than 180 (603 CMR 27.03) of them shall occur with students in attendance, at least one of which shall be for orientation before the opening of school and one of which shall be for professional development. The work year may be extended for no more than three (3) additional days for professional development of staff on an as scheduled basis with teachers to be paid for each day so scheduled at a rate of 1/180th of their then current salary, notwithstanding the provisions of Article II B (1). Said days shall be scheduled between the opening day of school and within four (4) days of the last day for students.
2. If, because of inclement weather on a scheduled school day, fewer than 50% of the students report to school and they and teachers are dismissed early, that shall not count as one of the 180 days specified above.
3. The school year will have a winter and spring vacation period in addition to the traditional December holiday vacation period.

If by February 28th, eleven (11) or more cancelations due to inclement weather or other emergencies have occurred, the Superintendent has the authority to open school during the April vacation week.

The Haverhill School Committee and the HEA recognize that the Haverhill Public School system needs to be in compliance with state mandated hourly learning requirements. To this end, teachers in the Haverhill Public School system will work a teacher day as outlined below.

Teachers may also be assigned a directed study or other duty as needed. If a need exists in a building schedule, teachers may opt to provide additional minutes of direct instruction or conduct a student activity in lieu of their directed study or duty. A directed study is defined as an extended learning period for students during which students are expected to work independently on previously assigned course related studies with minimal direction as needed.

At the end of the school day teachers shall be required to remain in their assigned buildings as specified below after student departure times Monday through Fridays to provide remedial assistance for students, meet with parents/staff, or meet with administration unless required to be in a meeting scheduled in accordance with Article VIII. Teachers will communicate to their students those times when additional help can be received. Alternate arrangements for the scheduling and/or use of this time may be approved at the discretion of the building Principal. Consideration will be given to teachers to allow for course work for professional development.

1. Teachers in the elementary and middle school buildings shall be required to be present in their assigned buildings fifteen (15) minutes prior to student start time.
2. Teachers in the elementary and middle school buildings assigned to early morning, rotating roster duties (e.g., bus duty) shall be required to be at their respective duty stations, or to a location designated by the Principal, thirty (30) minutes prior to the student start time.
3. Teachers at Haverhill High School shall be required to be in their assigned classroom five (5) minutes prior to the student start time.
4. Teachers at the Kindergarten Centers shall be required to report in the A.M. ten (10) minutes and in the P.M. five (5) minutes prior to student report time to meet students at their buses and provide proper supervision in the building.
5. It is understood that the teaching times shall stay consistent throughout the duration of this contract.

Level	Teacher In Assigned Classroom*	Student Start Time	Student Dismissal	Teacher Departure Mon. – Thurs.	Teacher Departure Friday
High School	7:20	7:25	2:05	2:25	2:20
Middle Schools/ Bradford Elem.	8:15	8:30	2:45	3:10	2:55
Elementary Schools/Golden Hill/Pentucket Lake/Silver Hill/ Moody	8:45	9:00	3:15	3:40	3:25
Kindergarten AM	8:55	9:00	11:30		NA
Kindergarten PM	12:45	12:30	3:15	3:45	3:25

* Or to a location designated by the Principal

The calendar for the Teacher work year will reflect a half-day closing the day before Winter Recess.

ARTICLE XIII - PREPARATION PERIODS

The Education Association and the School Committee recognize the desirability of equitable treatment for all teachers pertaining to preparation periods and further recognize that the principle of preparation periods is conducive to the improvement of the educational system of the City of Haverhill and enables the teachers to serve students more effectively.

Pursuant to this principle, it is agreed as follows: grades 1 through 12 are to maintain their present five (5) preparation periods per week and would be set up on a program of one (1) period per day wherever possible.

The spacing of the scheduling of the kindergarten and pre-school sessions shall provide one hour and fifteen minutes between the end of the morning session and the beginning of the afternoon session for preparation time and duty free lunch. Each morning and afternoon kindergarten and pre-school session for students shall be 2 ½ hours long.

A preparation period is designed to enable a teacher to prepare lessons, correct papers, counsel youngsters, meet parents, visit classrooms, confer with members of the professional staff about school related activities, and, in general, provide the teacher with an opportunity to prepare himself/herself to service the youngsters in the Haverhill School System.

ARTICLE XIV - SABBATICAL LEAVES

Upon recommendation by the Superintendent of Schools, sabbatical leaves may be granted for study or travel to a teacher by the Committee, subject to the following conditions:

- (a) No more than one (1%) percent of the teaching staff will be absent on sabbatical leave at one time.
- (b) Requests for sabbatical leave must be received by the Superintendent of Schools, in writing, in such forms as may be required by the Superintendent of Schools, no later than December 31, and action must be taken on all such requests no later than April 1, of the year preceding the school year for which the sabbatical leave is requested.
- (c) The teacher has completed at least seven (7) consecutive full school years of service in the Haverhill School System.
- (d) Teachers on sabbatical leave shall receive from the Committee, one hundred (100%) percent of the salaries which they would have received if they had remained on active duty.
- (e) Prior to the granting of sabbatical leave, a teacher shall enter into a written agreement with the Committee that upon termination of such leave, he/she will return to service in the Haverhill School System for a period equal to twice the length of the leave. In default of completing such service he/she shall refund to the Committee an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- (f) Upon his/her return from sabbatical leave, a teacher's salary shall be the same as he/she would have received had the period of his/her leave been spent in the

Haverhill School System and he/she shall be returned to the same position which he/she held at the time said leave commenced.

ARTICLE XV - LEAVES OF ABSENCE

1. In any one school year teachers shall be granted leave with pay for the following purposes:
 - a. Personal Days: up to three days, except before or after a holiday. If such leave, at that time is necessary the Superintendent must be provided with a written request stating the specific reasons for the requested absence a minimum of ten (10) working days prior to the date requested. Any employee absent on the day before or after a holiday without prior approval from the Superintendent will not be paid. Leave will not be taken on a less than full day basis. These days are not to exceed one day per term. If a teacher needs a personal day for urgent personal matters, that individual shall notify the Principal at least 24 hours in advance. Personal Days may be denied on state testing days. If the teacher does not use the three personal days in the school year, those days will be converted into sick days and added to their accruals. New employees in their first year of employment shall be granted one (1) personal day per quarter, for not more than three (3) days per school year.
 - b. Legal Matters: the Committee will grant leave and pay the difference between regular compensation and any compensation received by a teacher for actually appearing during normal work hours for:
 1. Jury duty
 2. Answering a summons to attend a judicial or administrative hearing (school related matters only)
 3. Appearing as a defendant in a school related case
 - c. A tenured teacher may be granted up to a year's leave of absence without pay, provided that the teacher notify the Superintendent in writing no later than the April 1st preceding the year in which the leave is to occur and the School Committee grants approval.
 - d. A tenured teacher may be granted up to 5 days leave of absence without pay; provided, that the teacher notify the Superintendent in writing at least two weeks prior to such leave and the School Committee grants prior approval as stipulated in School Committee Regulation IV, Section 4.
 - e. Bereavement Leave
 1. Teachers shall be allowed a period of five (5) days absence with full pay each time there is a death in the immediate family. This leave of absence is to be taken immediately following the death of an immediate family member.

2. The immediate family is defined to include mother, father, grandmother, grandfather, step-mother, step-father, sister, brother, child, wife, husband, mother-in-law, father-in-law, grandchild, or any member of the immediate household.
 3. A teacher shall be able to use one (1) day of paid leave per year to attend the funeral of any other relative or of a close friend.
- f. **Family Medical Leave**
Pursuant to the obligations of the school district regarding the Family Leave Act (and future amendments), no teacher will be placed on FMLA leave without notice.
- g. **Military Leave**
Military leave will be granted in accordance with applicable Federal and State statutes (as defined for municipal workers). Employees who are deployed must submit their deployment orders to the Human Resources Department prior to leave.

ARTICLE XVI - TEACHER EMPLOYMENT

Chapter V, Section VII, (b) of the Rules and Regulations is hereby deleted and the following paragraph substituted:

Full credit on the Haverhill Teachers' Salary Scale will be given for previous equivalent teaching experience or work experience upon initial employment. Additional credit not to exceed four (4) years for active military duty and not to exceed two (2) years for Peace Corps or Vista work will be given upon initial employment.

ARTICLE XVII - HEALTH INSURANCE

The City of Haverhill shall provide employees the same health insurance benefits and coverage provided to all other municipal employees pursuant to MGL c. 32B. Employees hired before July 1, 2011 shall pay a twenty-five percent (25%) health insurance contribution for both PPO and HMO products. Employees hired on or after July 1, 2011 shall pay a thirty percent (30%) health insurance contribution for both PPO and HMO products.

Flexible Spending Account under IRS Section 125

The maximum annual allowable amount to be deducted on a pre-tax basis for the Flexible Spending Account will be \$2,500 (\$2,550 per plan year beginning 7/1/15). The maximum annual allowable amount to be deducted on a pre-tax basis for the Medical Dependent Care Account will be \$5,000.

Health Reimbursement Account

The City will establish Health Reimbursement Accounts pursuant to the current MGL c. 32B PEC agreement.

Opt-Out Plan – A one-time opt out option

The City of Haverhill will provide a health insurance opt out option. Eligible employees who enroll in the program will receive a lump sum financial incentive payment. The amount will be \$1,500 for an individual and \$3,000 for a family. In order to be eligible for the program an employee must meet the following criteria: 1) the employee must have 24 consecutive months of enrollment in a City of Haverhill health plan, and 2) the employee must provide written proof of other (non-City of Haverhill) health coverage.

ARTICLE XVIII - TEACHER PROTECTION

1. Teachers shall be required to report in writing any case of assault on teachers in connection with their employment to his/her Principal with a copy to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report and shall report this information to the Committee.
2. The alleged assault will be promptly investigated by the teacher's principal and the Superintendent of Schools. The report of this investigation shall be forwarded to the Committee, which shall determine, subject to the requirements of paragraphs 3 and 4 below, what action shall be taken by the Committee.
3. If the assault is by an adult who is not a pupil, the Committee will promptly report the incident to the proper law enforcement authorities.
4. In either case (pupil or non-pupil adult), the Committee will render assistance to the teacher in connection with the handling of the incident by law enforcement. Such assistance shall include but not be limited to complying with any request by the teacher for information in its possession relating to the incident or the person involved insofar as the law allows. The teacher shall cooperate with the Superintendent (or designee) in reporting of said incidents as to the events that occurred.

ARTICLE XIX - CLASS SIZE

The Education Association and the School Committee recognize that class size has a bearing on the quality of education for the students, and, therefore, recognize the desirability of classes not to exceed twenty-five (25) pupils for grades 1 through 3 and thirty (30) pupils for all other grades. If class sizes are exceeded, the School Committee will endeavor to improve its teacher aide program taking into consideration educational priorities and budgetary considerations.

Furthermore, the Committee agrees to take positive action toward meeting these goals throughout the school system by such means as redistricting, acquisition of additional classroom space, or any other sound educational program.

ARTICLE XX - SICK LEAVE

1. Subject to the provisions of Section 3 of this Article, each teacher shall have fourteen (14) days of sick leave effective as of the first workday each school year whether or not he/she reports for work on that day. Unused sick leave shall be cumulative up to a total of 150 days. Annual notice of his/her sick leave, current and accumulated will be furnished upon request, any teacher so requesting shall confirm this notice in writing. New employees in their first year of employment shall accrue sick leave as follows: one (1) day for each month from September through April, and three (3) days each for May and June.

It is understood that sick leave can be used for medical, dentist, and counseling appointments.

Up to three days a year shall be allowed from the annual allotment for the sudden illness of a member of the immediate family, which is deemed an emergency.

A physician's certificate for absence(s) may be required by the Superintendent or anyone authorized by him/her to receive it after three consecutive days or a pattern of absences.

Sick leave will provide for disabilities caused by pregnancy and childbirth under the same terms and conditions, which apply to sick leave for other disabilities. In addition to sick leave for disabilities, which are caused by pregnancy and childbirth, pregnant employees are entitled to twelve weeks of maternity leave pursuant to the federal Family and Medical Leave Act. Under the law, any pregnant employee who wishes to take the unpaid maternity leave must give at least two weeks' notice to the employer of her anticipated date of departure for maternity leave.

Teachers who adopt children are entitled to twelve (12) weeks of unpaid leave pursuant to the Family Medical Leave Act (FMLA) and must provide written notification and documentation from the adoption agency (indicating the date of the adoption) to the employer prior to the anticipated date of departure for such leave. Teachers who adopt children will be entitled to eight (8) consecutive weeks of paid sick leave from the date of the adoption. Teachers adopting children are excluded from exercising their right to sick bank use for the purpose of adoption leave only.

2. Sick leave shall include absence because of quarantine or court order.
3. The Association and the Haverhill School Committee recognize that the overwhelming majority of teachers are conscientious and dedicated. This dedication leads many teachers to perform duties in spite of personal illness.

The Association and the Haverhill School Committee share a common concern for those few who have extended illness and those few who might abuse a sick leave provision. In order to deal with these situations, the School Committee and HEA agree to establish a Board consisting of Association President or his/her designee, a second representative of the Association and two representatives of the School Committee. Upon request of any member of the Board, the Board shall meet to discuss and make a determination with respect to the application for use of the sick leave bank, and the Board shall meet annually to review all requests for the prior 12-month period.

The Board will oversee the operation of a sick leave bank, which will operate under these conditions.

- a. The bank's efforts are aimed at assisting those individuals who have serious illness or accident, which results in the exhaustion of an individual's accumulated sick leave.
- b. The bank will be funded on a yearly basis at the rate of one day per teacher; the total annual sick leave will be reduced from fourteen (14) to thirteen (13) days.
- c. An individual in need of assistance will petition the Board. The Board's decision is binding on all parties and is not subject to the grievance procedure or appealable to any tribunal. If a petition for sick bank usage results in a tie vote, the issue will be submitted directly to arbitration under Article III of this contract.
- d. The maximum number of days granted to an individual from the bank will not exceed 150 days; exceptional cases, however, may be considered by the Board.
- e. Sick leave bank days unused at the end of one school year shall be carried over to the next school year provided that
 - (1) no days may be carried forward for more than one year, and
 - (2) seven hundred (700) days will be the maximum number of days carried forward.
- f. In the event that the bank is depleted, additional bank days will be funded, on a voluntary basis, not to exceed an additional day per year per person.
- g. Additional sick leave through the sick leave bank shall only be requested upon the exhaustion of all available leave.

The Board will review individual cases involving reported sick bank leave abuse and after proper investigation, may require the individual to submit to a medical examination (provided this is not in conflict with an individual's religious beliefs). Cost of this examination will be borne equally by the HEA and the Haverhill School Committee. The Board will have the right to censure any individual who has abused sick leave and issue a full report to the entire School Committee for subsequent action.

It is expressly agreed that the secretaries employed by the School Committee and who are members of the bargaining unit represented by the Secretaries Association and Aides and Paraprofessionals represented by the Association, may become members of the sick leave bank.

4. In order to standardize sick leave procedure as well as allowing accurate tabulation of total sick leave days, a Staff Attendance and History and Sign Off form will be generated by your building attendance coordinator and must be filled out upon return from absence due to illness.
5. In cases of absence under this Article teachers will notify the person designated by the principal. Such person shall call the Answering Service to obtain a substitute.

ARTICLE XXI – DISTRIBUTION OF CONTRACTS

Within one month of the signing of a new contract, the School Committee with help from the HEA will provide all employees in the bargaining unit with an electronic copy of said contract will be posted on the district web page. One paper copy will be sent to each building.

ARTICLE XXII - BARGAINING REPRESENTATIVES

Each party to such bargaining shall notify the other, in writing, of the names of its representatives prior to the first meeting and of subsequent changes, which occur.

ARTICLE XXIII - CONTINUITY OF INSTRUCTION

In order to provide a continuity of instruction, teachers are to make no commitments which conflict with the established school calendar, including provisions for inclement weather between the opening and closing of school without prior approval from the Superintendent.

ARTICLE XXIV - MATERNITY/CHILD-REARING LEAVE

Teachers who become pregnant are asked to inform their principals in order that plans can be made for future replacement. The time of replacement is a decision of the teacher based upon her medical condition. A leave of absence, of up to two years may be granted by the Superintendent. Termination of the leave will coincide with opening of school.

Upon return to service, accrued benefits including sick leave and years accrued toward tenure will be retained. The leave of absence period is not to be counted for tenure progression.

Placement on the salary schedule will be based upon the present School Committee regulation governing partial service during a teaching year.

ARTICLE XXV - MEETINGS WITH PARENTS

Teachers shall be required to meet with parents unable to attend evening parent conferences at a mutually agreeable time.

ARTICLE XXVI - ASSIGNMENT OF NEW TEACHERS

Assignment of newly hired teachers will be within their area of certification whenever possible. If an emergency situation exists, state approval for employment will be sought through approved programs such as internships, practicums, apprenticeships, waivers, or other means.

ARTICLE XXVII - REDUCTION OF STAFF

A. Seniority of Personnel

1. The term seniority as hereinafter used shall be length of continuous service with the School Committee as computed from the date of original appointment of a full-time member of the bargaining unit who has attained tenure.
2. Leaves of absence granted in accordance with the provisions of the Master Agreement shall not constitute an interruption in continuous service. Effective July 1, 1981 leaves of absence without pay, in excess of 15 workdays, shall not be counted as part of continuous service for the purpose of determining seniority.
3. Credit given for teaching experience in another school district shall not be considered for the purpose of accumulating seniority.
4. Unit employees who do not meet certification requirements shall not be able to use such service toward seniority.
5. Seniority shall be determined by the qualification of years of continuous employment in the Haverhill Public Schools; in particular, grade levels K-4 and by subject matter taught in grades 5-8 (where departmentalization exists) and grades 9-12.
6. Members of the bargaining unit promoted to administrative positions in the Haverhill Public Schools shall have the seniority rights equivalent to the total length of continuous service in the teacher bargaining unit and administrative service.

B. Necessary Reduction of Personnel

1. The Committee and the Association realize that education, to a large degree, depends upon the financial resources available to the Committee as provided

by the local public and the State of Massachusetts, and in accordance with this realization, understands that in some instances it may be necessary to reduce the educational program and subsequently the staff.

2. It is hereby specifically recognized that it is within the sole discretion of the School Committee to reduce the educational program and the staff.
3. All notices of layoff shall be issued no later than June 15 preceding any school year.
4. In order to promote an orderly reduction in personnel when the educational program is curtailed, the following procedure shall be used:
 - a. Non-tenure employees shall be laid off first.
 - b. In the event tenure teachers must be laid off, layoff shall be determined by years of seniority and certification (see A.5). Seniority being equal consideration will be given to education, skills, and efficiency on the job.

C. Procedure for Review and Appeal

1. The proposed layoff list of tenured staff shall be delivered to the Association President prior to notification of affected employees.
2. Upon request of the Association President, a sub-committee consisting of two (2) members of the School Committee, the Superintendent of Schools, a member of the Administrative Staff and two (2) representatives of the Association shall arrange for a review of the effects of such layoff. The request for such review shall be made in writing within 10 working days of the date of the proposed list.
3. If the Association is not satisfied with the review, it may make a written request for a hearing with the School Committee within 5 working days after the date of the above review.

D. Recall of Personnel

1. Seniority teachers shall be recalled in inverse order of layoff for new positions for which they are certified.
2. The recall list shall be maintained by the Committee for a period not to exceed 2 years. Thereafter, a teacher shall lose his/her right to recall.
3. The parties agree a teacher's eligibility for recall shall terminate if he/she:
 - a. Resigns his/her employment
 - b. Fails to respond to his/her recall notice within fourteen (14) days (seven (7) days after August 1 of each year) of his/her receipt of such notice

by registered mail “return receipt request” and /or fail to report to the teaching assignment to which he/she is recalled.

E. Establishment of List of Seniority and Certification

1. The Seniority List of all personnel within the bargaining unit as filed in the office of the Superintendent shall prevail as to the seniority and certification as of the date of June 12, 1981 and shall be final and binding as to seniority and certification unless a written grievance stating the grounds thereof is filed so as to be received by the Superintendent not later than 5:00 p.m. on June 15, 1981.
2. All grievance decisions shall decide only the case as filed and after decision the list as published shall be final and binding on all parties without further grievance or challenge.
3. After determination of any grievance properly and timely filed all lay-offs or dismissals shall be in accordance with the Seniority List. In the case of multiple certifications the Superintendent has the right to assign any person on the list to a position for which he is certified by seniority and certification. The Seniority List of all personnel within the bargaining unit as filed in the office of the Superintendent shall prevail.
4. The certification of each person on the list will close annually on March 1. Certifications earned after that date will be posted as of September 1 annually.
5. Recall shall be in inverse order to layoff by seniority and certification as the list is closed as of March 1 annually.
6. No person shall have the right to grieve his or her layoff if made in accordance with the Master Seniority List.
7. Personnel wishing to waive seniority may do so in writing on a form approved by the Superintendent. All waivers signed and delivered shall be final and will place the person on the bottom of the Seniority and Recall lists by certification. Waiver of seniority shall be on the form as shown below:

I, _____ hereby waive any and all seniority to which I may be entitled as a result of any law of the Commonwealth of Massachusetts or the Contract entered into by the Haverhill Education Association and the Haverhill School Committee which said Seniority entitled me to be employed as a teacher in the Haverhill School System or entitles me to be recalled as a teacher pursuant to that agreement.

I understand and agree that as of this date I shall, as a result of this agreement, be placed at the bottom of the Seniority List by certification and in consideration thereof, I waive all legal rights to grieve or litigate this agreement.

Signed _____

Witness

Date

8. No grievance may be filed to affect more than the individual grievant. Any grievances filed prior to June 15, 1981 shall be treated, as an individual grievance and the remedy, if any, granted will be limited to the individual grievant.
9. Any individual shall have the right to grieve the placement of any new member of the bargaining unit on the Seniority List on or after June 15, 1981. The term “non member of the bargaining unit” shall be limited to such personnel who join the bargaining unit after June 15, 1981.
10. Any person who has filed a grievance prior to June 15, 1981 who is not satisfied with the remedy, if any, granted shall in any event have the right to pursue the grievance so filed to Level III and above pursuant to Article III of the Agreement entered into by and between the Committee and the Association irrespective of this Amendment. It is the intention of the parties to limit the time for filing of grievances or challenges to the Seniority List and thereafter forever barring any further grievance by any person who has not filed a grievance prior to June 15, 1981.
11. Any person may grieve, however, the failure of the Committee to recall any person pursuant to the recall list if said recall is not made in accordance with the recall list.

ARTICLE XXVIII - JUST CAUSE

The Committee agrees not to discharge or suspend any employee covered by this Agreement without just cause. The term “cause” as used herein shall be construed to mean inefficiency, incompetency, incapacity, conduct unbecoming a teacher, insubordination or failure on part of the teacher to satisfy teacher performance standards developed pursuant to section thirty-eight of Chapter 71, or other just cause.

Failure to renew the contract of an employee without professional teacher status shall not be subject to the above.

During the first 90 days of employment any employee may be let go without cause. If an employee receives a written reprimand which is to be placed in his/her file, said employee will receive a copy of such reprimand and be given the opportunity to place a reply in his/her file.

ARTICLE XXIX - TRAVEL REIMBURSEMENT

Teachers who are required to travel from building to building as part of their assignment will be reimbursed at the I.R.S. rate in effect on July 1st of each year and shall be reimbursed per mile based on the average number of miles driven per assignment.

Subsequent increases by the I.R.S. shall not take effect until July 1st of the following year. The Committee and the Association agree to establish the average miles for each employee's assignment; said reimbursements to be paid quarterly.

ARTICLE XXX - COMMITTEE CONTINGENCY PLAN

The Haverhill School Committee may establish, with at least 30 days written notification to the Association, a common preparation period for all teachers K-8. This common preparation period would be equal to the length of a regularly scheduled period and would establish the teacher workday at 8:15 A.M. to 3:00 P.M. The regular teachers' workday will consist of preparation period and teaching and/or student supervision during the remainder of the workday excluding the duty-free lunch period and such time as may be provided during student recess.

Should budgetary limitations require it, all subjects of instruction required under Chapter 71, Section 1 of the Massachusetts General Laws are part of the responsibility of teachers in Grades K-6.

Teachers will be assisted to provide new subject area instruction by the appropriate supervisors, and free in-service instruction will be provided by the Haverhill Public Schools to teachers who need and/or in the judgment of the administrative staff require such assistance in new subject area instruction.

Where teachers possess particular skills, teaming arrangements to provide required instruction, may be approved by the principal and appropriate supervisor.

In the event that a common preparation period is not established, the Committee may assign teachers to report at 8:15 A.M. to supervise students without additional compensation.

ARTICLE XXXI – PERSONNEL FILES

1. Teachers shall have the right to examine and copy personnel files at any time the office is open by pre-arrangement. All reviewing and copying shall be in the presence of an individual designated by the Director of Staff and Student Services.
2. Any person copying his/her file shall sign a sheet acknowledging that the same has been copied with the date of last review.
3. No negative material or information shall be placed in a teacher's personnel file without the teacher being so notified and being given a copy thereof. The teacher has the right to respond in writing to any such material, with it being understood that the teacher's response shall be attached thereto.

ARTICLE XXXII – SALARY SCHEDULES

Wages: General wage increase as follows:

Effective FY 2019

2% on July 1, 2018

**HAVERHILL PUBLIC SCHOOLS TEACHERS’ FY19 SALARY SCALE
EFFECTIVE THE FIRST DAY JULY 1, 2018
2% on the first day**

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII	CLASS VIII
	BA	BA+15	BA+30	B+45/MA	MA+15	MA+30	MA+45	MA+60
1	\$46,135	\$48,253	\$50,342	\$52,432	\$54,538	\$56,623	\$58,715	\$60,812
2	\$48,253	\$50,342	\$52,432	\$54,538	\$56,623	\$58,715	\$60,812	\$62,904
3	\$50,342	\$52,432	\$54,538	\$56,623	\$58,715	\$60,812	\$62,904	\$64,994
4	\$52,432	\$54,538	\$56,623	\$58,715	\$60,812	\$62,904	\$64,994	\$67,088
5	\$54,538	\$56,623	\$58,715	\$60,812	\$62,904	\$64,994	\$67,088	\$69,179
6	\$56,623	\$58,715	\$60,812	\$62,904	\$64,994	\$67,088	\$69,179	\$71,271
7	\$58,715	\$60,812	\$62,904	\$64,994	\$67,088	\$69,179	\$71,271	\$73,364
8	\$60,812	\$62,904	\$64,994	\$67,088	\$69,179	\$71,271	\$73,364	\$75,458
9	\$62,904	\$64,994	\$67,088	\$69,179	\$71,271	\$73,364	\$75,458	\$77,552
10	\$64,994	\$67,088	\$69,179	\$71,271	\$73,364	\$75,458	\$77,552	\$79,642
11	\$67,088	\$69,179	\$71,271	\$73,364	\$75,458	\$77,552	\$79,642	\$81,737

ARTICLE XXXIII – DIFFERENTIALS

Professional Development training workshops provided by the teachers in the district, approved by the Superintendent or his/her designee, those that prepare and lead such workshops shall be compensated \$400 for preparation for a half-day presentation and \$700 for a full day presentation excluding lead teachers.

High School Advisors

July 1, 2011

Class Advisors	
Grade 9	\$1,100
Grade 10	\$1,100
Grade 11	\$1,700
Grade 12	\$3,200
Brown & Gold Advisor	\$1,700
Yearbook Advisor	\$2,700
National Honor Society	\$1,700
Talent Show Advisor	\$1,100
Student Council Advisor	\$1,700
Senior Class Play Advisor	\$2,700
Literacy Magazine Advisor	\$1,700
VHS Coordinator	\$1,700
Global Youth Leadership Institute	\$1,700

High School Instructors

Choral Director	\$4,300
Band - Marching/Concert/Jazz Director	\$4,300
Assistant Band Director	\$1,700
Color Guard	\$1,400
Academic Decathlon	\$2,200
Debate Team	\$1,100
Band Percussion Instructor	\$1,400
Model United Nations	\$1,000
VHS Instructor	\$ 800

Deans

Humanities/English	\$2,000
Humanities/Social Studies	\$2,000
EBiT	\$2,000
STEM/Mathematics	\$2,000
STEM/Science	\$2,000
Fine Arts	\$2,000

High School Club Coordinators

Key Club	\$1,000
French Club	\$1,000
German Club	\$1,000
Italian Club	\$1,000
Spanish Club	\$1,000
Bilingual Club	\$1,000
S.A.D.D.	\$1,000
S.T.O.P.	\$1,000
Ecology Club (HELP)	\$1,000
Drama Club	\$1,000
Words Not Weapons	\$1,000
Ultimate Frisbee Club	\$1,000
Math Club	\$1,000
Science Club	\$1,000
Latin Club	\$1,000
Gay Straight Alliance Advisor	\$1,000
Robotics	\$1,000
Art Club	\$1,000
Girls' Learn International	\$1,000
Audio Visual Club	\$1,000
Excel Club	\$1,000
Interact Club	\$1,000
Snowboard Club	\$1,000
Creative Writing Club	\$1,000

K-8 Differentials*

July 1, 2011

Yearbook (per school)	\$1,100
Student Council (per school)	\$ 600
Jazz Band Director (district-wide)	\$1,400
Grade 8 Class Play (per school)	\$ 600
Choral Directors – Middle School	\$ 600
Academic Bowl	\$2,700

Other Differentials

Tutors	\$30/hour
Summer School Teacher	\$30/hour
Evening School Teachers	\$30/hour
MCAS Math Prep Teachers	\$30/hour
Educational Team Facilitators	\$1,000

Lead Teacher	\$1,100
Head Teacher	\$2,700 (plus \$225 per homeroom)
MCAS English Language Arts Teacher Specialist	\$9,000
MCAS Math Teacher Specialist	\$9,000
MCAS Support-High School	\$4,500
Choral Directors	\$ 600
Linguist for Translations & Transcriptions	\$4,500
Learning for Life Coordinator	\$8,000
Out of District SPED Placement Coordinator Extended Service	\$4,000
HHS Night Alternative Program	\$3,000
MCAS Alt. Assessment	\$1,000

Note:

1. Positions that are split will share the differential.
2. All differentials will include a review of the responsibilities, expectations, and measures of accountability.
3. If student participation fails to justify the activity, the Principal may discontinue that activity for that school year with proper notification to the Haverhill Education Association and the Superintendent of Schools.
4. All differentials are contingent on appropriation and enrollment.
5. When a new stipend position (clubs, activities) is created, the Association and the Committee agree to negotiate an annual stipend and to incorporate the position into this Collective Bargaining Agreement.
6. All differential positions shall be annual appointments.

APPENDIX A

FEBRUARY 6, 1998 LETTER FROM FRITZ ESCH, SUPERINTENDENT OF SCHOOLS TO NICK TARZIA

February 6, 1998

Nick Tarzia
Haverhill Education Association
191 Merrimack Street
Haverhill, MA 01830

Dear Nick:

With the existing seven-period schedule, the Committee recognizes that teachers at Haverhill High School generally teach five class periods, have a duty or directed study, and are entitled to a seventh period as a prep.

For the 1998-99 School Year, the Committee agrees to review the length of class periods and passing time between classes in the current High School schedule. The Committee agrees to share their findings with the HEA on or before June 30, 1998. For the 1999-2000 School Year, the Committee agrees to undertake a similar review and share the findings with the HEA on or before June 30, 1999. In both cases, the Committee welcomes the HEA's input.

Under Article XXII in the current settlement, if a need exists in the building schedule, teachers may opt to provide additional minutes of direct instruction or conduct a student activity in lieu of a directed study or duty. The Committee recognizes that such a need is the exception rather than the rule and should be addressed by the following protocol:

- After the completion of student registration at Haverhill High School, the high school administration will post specific cases where an additional teaching period is needed to implement the high school schedule.
- Teachers having an interest in teaching this additional class in lieu of their directed study or duty will express this interest in writing to their respective curriculum supervisor.
- The High School Principal or his/her designee will select the staff member to teach the class.
- The staff member will sign and date a waiver form indicating the assignment is voluntary and is being assumed in lieu of a directed study or duty.

Article XXII also contains a provision allowing a teacher to conduct student activity in lieu of a directed study or duty. Teachers at H.H.S. proposing such an activity should provide a written description of the activity on the designated form to their curriculum supervisor. The High School Principal or his/her designee will review the proposed activity and make a determination if the activity will be included in registration materials for the upcoming school year.

This protocol is not intended to create additional contractual obligations on either party. It is intended to clarify present practice for the contractual obligations of the parties.

Signed by Fritz Esch, Ph.D., Superintendent of Schools

TEACHER EVALUATION

Separate Document

APPENDIX B

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.

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

***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, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. 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); or, at the discretion of an evaluator, for an Educator with PTS in a new assignment. 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. 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 shall be placed on an improvement plan.

Improvement Plan shall mean a plan developed by the educator and the evaluator of for a realistic time period sufficient to achieve the goals outlined in the Improvement Plan, but not less than 30 days and no more than one school year for educators with PTS who are rated unsatisfactory with goals specific to improving the educator’s unsatisfactory performance.

***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 person designated by the superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all evaluators have training in the principles of supervision and evaluation. Each educator will have one primary evaluator at any one time responsible for determining performance ratings. The educator shall be apprised of his/her evaluator at the beginning of the academic year.

Primary Evaluator shall be the person who determines the educator’s performance ratings

and evaluation.

Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary evaluator at the end of the Educator Plan. The supervising evaluator may be the primary evaluator or his/her designee.

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 predominating assignment, the superintendent will determine who the primary evaluator will be.

Notification: The educator shall be notified in writing of his/her primary evaluator and supervising evaluator, if any, at the outset of each new evaluation cycle. The evaluator(s) may be changed upon notification in writing to the educator.

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 a scale, rubric, or standards.

Multiple Measures of Student Learning: Measures must include a combination of classroom; school/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 ESE guidance expected by July 2012.

***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 minutes in duration by the evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly and with knowledge of the educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the educator using the agreed upon protocols.

Parties: The Association and the 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.

Proficient: the educator's performance fully and consistently meets the requirements of a standard, or the overall evaluation. .

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.

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)

***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 1 (except for the first year when the deadline is November 1) 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 in 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 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 (MEPA) 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.

Observations and artifacts of practice including:

- Unannounced observations of practice
- Announced observations of practice
- Examination of educator work products
- Examination of student work products

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

- Evidence compiled and presented by the educator, including:
 - 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 feedback collected by the district, starting in the 2013-14 school year

- On or before July 1, 2013, DESE shall identify one or more instruments for collecting student feedback and shall publish protocols for administering the instrument(s),

protecting student confidentiality and analyzing student feedback. The parties agree to bargain the protocols for collecting and analyzing student feedback.

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.

5. Evaluation Cycle: Training

Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

By November 1 of the first year of this agreement, all educators shall complete a professional learning activity about self-assessment and goal setting satisfactory to the superintendent or principal. Any educator hired after the November 1 date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal setting within three months of the date of hire. The 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

At the start of each school year, the superintendent, principal or designee shall conduct a meeting for educators and evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

- A. Provide an overview of the evaluation process, including goal setting and the educator plans.
- B. Provide all educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- C. The faculty meeting may be digitally recorded to facilitate orientation of educators hired after the beginning of the school year, provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.
- D. Provide district and school goals and priorities, as well as professional development opportunities related to those goals and priorities.

7. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

The evaluation cycle begins with the educator in person completing and submitting to the primary or supervising evaluator a self-assessment by October 1st or within four weeks of the start of his/her employment at the school except for the first year of this agreement when it shall be completed by November 1.

- i. 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.
 - Proposed goals to pursue:
 - 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

Educators must consider goals for grade-level, subject-area, department teams, or other groups of educators, who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

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

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

- A. Every educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice and one goal for the improvement of student learning. The

Plan also outlines actions the educator must take to attain the goals established in the Plan and benchmarks to assess progress.

- 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 shall consider team goals. The evaluator retains authority over goals to be included in an educator's plan.

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 October 15th 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 October 15th 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.
- Unless the evaluator indicates that educators in their second and third years of practice should continue to address induction and mentoring goals, the educator may propose team goals.

- D.** The evaluator completes the Educator Plan by November 1st. The educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The educator's signature indicates that the educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The evaluator retains final authority over the content of the Educator's plan.

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

In the first year of practice or first year in a *new position*:

- The educator shall have at least two announced observation during the school year using the protocol described in section 11B, below
- The educator shall have at least four unannounced observations during the school year

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

- The educator shall have at least one announced observations during the school year.
- The educator *shall have at least three (3) unannounced observations during the school year.*

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

- A. The educator whose overall rating is proficient or exemplary must have at least 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, which must include at least two unannounced observations.
- C. The educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan, which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the evaluator, but in no case, for improvement plans of one year, shall there be less than one announced and four unannounced observations. 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 November 15. Observations required by the Educator Plan should be completed by May 15th. 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:

- The evaluator shall observe the educator for at least ten minutes.
- The educator will be provided with at least brief written feedback from the evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the educator in person.
- 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 observation of at least 30 minutes in duration within 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).
- Any unannounced observation, which may result in disciplinary action, shall be brought to the attention of the educator within 48 hours at a post-observation conference where both the educator and the evaluator can be present.

B. Announced Observations

All non-PTS and PTS educators on Improvement Plans shall have at least one announced observation(s) conducted according to the following:

- 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 and the timeframe for the subsequent observation to demonstrate the completion of such action(s). The observation shall be at least thirty minutes in duration.
- Within 5 school days of the scheduled observation, upon request of either the evaluator or educator, the evaluator and educator shall meet for a pre-observation conference. In lieu of a meeting, the educator may inform the evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the evaluator to assess performance
- 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.
- 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.
- Within 5 school days of the observation, the evaluator and educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the evaluator or the educator, but shall be rescheduled within 24 hours if possible.
- The evaluator shall provide the educator with written feedback within 5 school days of the post-observation conference. For any standard where the educator's

practice was found to be unsatisfactory or needs improvement, the feedback must:

- Describe the basis for the evaluator’s judgment
 - Describe actions the educator should take to improve his/her performance
 - Identify support and/or resources the educator may use in his/her improvement
 - State that the educator is responsible for addressing the need for improvement
- C. Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by another name (herein called “walkthroughs”) are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, usually for less than five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs are not observations for the sake of this evaluation system and do not result in feedback to individual educators. A walkthrough can be announced or unannounced. There are no limits on the number of walkthroughs that can be conducted, provided that all educators in a school shall have a similar number of such visits.

12. Evaluation Cycle: Formative Assessment

A specific purpose for evaluation is to promote student learning, growth and achievement by providing educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

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.

No less than two weeks before the due date for the Formative Assessment report, which

due date shall be collaboratively agreed upon by the educator and the evaluator, 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.

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.

The evaluator shall complete the Formative Assessment report and provide a copy to the educator; all Formative Assessment reports must be signed by the evaluator and delivered face-to-face.

The educator may reply in writing to the Formative Assessment report within 10 school days of receiving the report. The educator's reply shall be attached to the report.

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

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

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

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

Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 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.

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.

No later than May 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 also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

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.

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.

The educator may reply in writing to the Formative Evaluation report within 10 school days of receiving the report. The educator's reply shall be attached to the report.

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

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

The educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless the evidence demonstrated a significant change in performance in which case, the evaluator may place the educator on a different Educator Plan, appropriate to the new rating.

14. Evaluation Cycle: Summative Evaluation

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.

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.

The evaluator shall determine the 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, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.

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.

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.

No later than April 15th, 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.

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

The Evaluator shall deliver a signed copy of the Summative Evaluation report to the educator face-to-face no later than May 15th.

The evaluator shall meet with the educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

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.

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.

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.

The educator shall have the right to respond in writing to the summative evaluation, which shall become part of the final Summative Evaluation report. 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, at the discretion of the Evaluator, Educators with PTS in new positions. 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 2013-2014 whose impact on student learning is moderate or high, when available. 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 2013-2014 whose impact on student learning is low, when available. 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.

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 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 performance rating is not at least proficient, the evaluator will rate the educator as unsatisfactory and will place the educator on an Improvement Plan for the next evaluation cycle.

19. Educator Plans: Improvement Plan

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 30 calendar 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.

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

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 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).
- If the educator consents, the Association will be informed that an educator has been placed on an Improvement Plan.

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 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 Supervising 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.

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

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

Evaluator meets with educators whose ratings are proficient or exemplary at request of evaluator or educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt	June 15

Educators with PTS on Two-Year Plans

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

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. 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 by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter, provided that educators will not be assessed using student data until the measures are identified and data is available for three (3) years.

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

26. Reporting Requirement and Educator Confidentiality

The regulations require districts to provide DESE with individual educator evaluation data for each educator. The regulations are explicit that educator evaluation data for each educator will not be made public. The single exception is the superintendent whose evaluation must be conducted in public and whose summative evaluation is a public document consistent with state open meeting and public records laws. For all other educators, the regulations guarantee that any information concerning an educator's formative assessment, formative evaluation or summative evaluation is considered personnel information and is not subject to disclosure under the public records law. However, aggregate data that do not identify individual educators may be made public. ESE will also produce detailed collection guidance for the ongoing school year implementations. Appendix B details district-reporting requirements beginning for some districts at the close of the 2011-12 school year, and for most districts at the close of the 2012-13 school year.

In witness thereof the Parties set their hands and Seals on this _____ day of December 2018 at Haverhill, Massachusetts, and thereby agree to the terms and duration of this Agreement.

HAVERHILL SCHOOL COMMITTEE

**HAVERHILL EDUCATION
ASSOCIATION**

Paul Magliocchetti, Vice Chair
Haverhill School Committee

Theodore Kempinski II
President of the HEA