



Contract  
of the  
Harvard School Committee  
and the  
Harvard Teachers' Association  
September 1, 2014  
through  
August 31, 2017

Article I-Preamble .....	1
Article II-Scope .....	2
Article III -Regular Meetings .....	2
Article IV -Deduction of Dues.....	3
Article V -Employment Contracts with Teachers.....	3
Article VI -Teacher Supervision and Evaluation.....	4
Article VII -Teachers' Work Year and Teaching Load.....	5
Academic Assistance, Meetings, Open House, School Calendar, Teacher Aides, Length of School Day, Common Planning Time, Distribution of Duties, Early Release Days/Staff Development , Time and Learning Committee(s)	
Article VIII -Texts and Other Course Materials .....	8
Article IX -Conditions of Remuneration and Leave .....	9
Salary Schedule Operation, Tuition Reimbursement, Absence from School Duties, Maternity Leave, Child-Rearing Leave, Family and Medical Leave Act, Professional Visiting Days, Sabbatical Leave, Absences Not Covered, Disability Insurance Program, Employees on Less Than Full Contractual Basis, Protection Clause, Jury Duty, Faculty Members as Substitutes, Retirement Incentive, Tax-Sheltered Annuity, Salary Schedules	
Article X -Reduction in Force.....	20
Article XI -Grievance Procedures .....	23
Article XII -Code of Ethics .....	28
Article XIII -Health and Safety .....	28
Article XIV -Savings Provision.....	29
Article XV -Duration of Contract.....	29
Salary Schedule .....	31
Extracurricular Athletic Stipend, Extracurricular Academic Stipend	
Side Letter of Agreement.....	35
Code of Ethics .....	38
Index .....	40

Contract of the  
Harvard School Committee

and the

Harvard Teachers' Association

September 1, 2014 – August 31, 2017

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

**ARTICLE I – PREAMBLE**

1. Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Harvard, and that good morale within the teaching staff of Harvard is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:
  - a. Under the law of Massachusetts, the Committee, elected by the citizens of Harvard, has final responsibility for establishing the education policies of the public schools of Harvard;
  - b. The Superintendent of Schools of Harvard (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established; the Superintendent will also interpret reactions to the policies back to the Committee.
  - c. The Administrators of the Harvard Public Schools have responsibility for supporting the policies established by the Committee and those recommended by the Superintendent. They shall provide guidance and a sense of direction for the teaching staff and encouragement of a climate conducive to excellent performance;
  - d. The teaching staff of the public schools of Harvard has the responsibility for providing education of the highest quality;
  - e. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, the Administration, and the teaching staff, keeping all communications in a two-way channel between the Committee and the teaching staff.
  - f. The Association and any and all certified personnel shall not cause, engage in or sanction any strike, work stoppage, slowdown, or withholding of services for the term of the contract. The Association and any and all certified personnel agree that for the term of this agreement it shall not cause, engage in, or sanction any

picketing or other public demonstration during school hours.

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

## **ARTICLE II-SCOPE**

1. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee.
2. The Association affirms that the Committee is a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this agreement shall be deemed to derogate from or impair any power, right, or duty conferred upon the Committee by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or not provided for in this agreement the Committee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being made the subject of a grievance or arbitration proceeding hereunder.
3. Subject to the provisions of the Contract (and except as otherwise provided by Article IX) the wages, hours, and other conditions of employment applicable on the effective date of this Contract to the employees covered by this Contract shall continue to be so applicable until a new Contract is signed.

## **ARTICLE III -REGULAR MEETINGS**

1. The School Committee shall furnish a copy of the agenda to the Association in advance of each meeting.
2. The Association shall be given a copy of the official minutes of each School Committee meeting as soon as possible after the meeting.
3. The School Committee will meet with representatives of the Association at least three (3)

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  - c. The Administrators of the Harvard Public Schools have responsibility for supporting the policies established by the Committee and those recommended by the Superintendent. They shall provide guidance and a sense of direction for the teaching staff and encouragement of a climate conducive to excellent performance;
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  - e. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, the Administration, and the teaching staff, keeping all communications in a two-way channel between the Committee and the teaching staff.
  - f. The Association and any and all certified personnel shall not cause, engage in or sanction any strike, work stoppage, slowdown, or withholding of services for the term of the contract. The Association and any and all certified personnel agree that for the

times per year (ideally in October, January, and May) to discuss matters of common concern. These meetings will not be used for collective bargaining purposes.

#### **ARTICLE IV - DEDUCTION OF DUES**

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

By no later than November 1, the Association shall provide to the Town Treasurer a list of members and the amount of annual dues for payroll deduction purposes. This amount shall be deducted on a pro rata basis from each member's paycheck over the remainder of the school year. In the event that a dues-paying member leaves before the end of the school year, it shall be the member's responsibility to pay the dues in full.

#### **ARTICLE V - EMPLOYMENT CONTRACTS WITH TEACHERS**

- I. While it is understood that the Administration may make changes in scheduling where necessary, all employment contracts with teachers shall specify:
  - a. The grade level or levels of the students for whom the teacher will be responsible.
  - b. The subject or subjects to be taught, except in the case of Elementary School teachers having daylong responsibility for a single class. The precise title shown in the school's Course of Study guide, or equally precise titles, will be used so that the content and level are not left in doubt.
  - c. The duration of the contract.
  - d. The salary.
2. Before the Superintendent decides not to reemploy a teacher without professional teacher status for the following year and gives the notice to this effect which by law must be given on or before June 15, the teacher shall be accorded the opportunity, if he or she so desires, of an informal hearing before the Superintendent prior to the Superintendent's decision. At the informal hearing before the Superintendent, the reason(s) for not reemploying the teacher will ordinarily be made known.
3. The teacher has the responsibility to notify the building principal at the earliest possible moment, which in the case of summer should be a minimum of two (2) weeks' notice, of his or her intention to accept employment elsewhere, recognizing that it is in the best interests of the students' education that sufficient time be available so as to find a qualified

replacement teacher.

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

4. All teacher employment contracts shall state that they are subject to this Agreement. A copy of this Agreement shall be furnished to the teacher at the time the contract is tendered, unless he or she has previously received a copy.
5. Vacancies
  - a. All vacancies and/or positions will be posted in all Harvard School Buildings and emailed to staff at their school email addresses prior to public announcement of such vacancy and/or position and for a period of seven (7) days prior to interviewing candidates.
  - b. In filling any vacancies, if it is necessary to transfer a teacher involuntarily, upon request of the teacher so transferred, the Superintendent shall meet with the teacher and a representative of the Association to discuss the reasons for the transfer.
  - c. Bargaining unit members who apply for vacant teaching or promotional positions will be interviewed by the building principal or the hiring administrator.

## **ARTICLE VI - TEACHER SUPERVISION AND EVALUATION**

1. Effective teacher supervision coordinates, stimulates, and guides teachers' professional growth in whatever ways are most likely to enable them to share the best of their being, their talents, and their intellects with students and to elicit, in kind, the best of these qualities from students. It seeks to uphold the educational standards established by the School Committee exemplified by maximal learning, effective and interesting teaching, democratic treatment of students, and the maintenance of an emotional climate which will maximize a student's desire and capacity to learn.
2. Material derogatory to a teacher's conduct, service, character, or personality shall not be placed in his or her personnel file in the Superintendent's office unless the teacher has been given an opportunity to review the written report of the incident in question within ten (10) school days of its having occurred. The teacher shall acknowledge that he or she has had said opportunity to review such material by affixing his or her signature to the file copy

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

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

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

3. Academic Assistance

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

4. Meetings

a. In other than emergency situations or those situations involving self evaluation activities preparatory to a visit by representatives of the New England Association of Schools and Colleges, the Administration shall schedule not more than two meetings at the Elementary School and one (1) general staff meeting at The Bromfield School per month, such meeting(s) not to exceed one and one-half hours in length. The Administration shall provide notice of a meeting five (5) school days prior to each regular meeting. The Administration shall provide agendas for regular and general staff meetings at least two (2) school days prior to each regular meeting. General staff meetings are defined as non departmental meetings which involve the professional personnel of a school complex and which occur outside regular working hours of professional personnel.

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

In other than emergency situations or in those situations involving self evaluation

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

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

#### **5. Open House/Curriculum Night**

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

#### **6. School Calendar**

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

#### **7. Learning Assistants and Kindergarten Aides**

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

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

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

The teachers' work day at HES begins at 8:25 a.m. and concludes at 3:40 p.m., except Friday when it concludes after dismissal; the student day begins at 8:50 a.m. and concludes at 3:08 p.m. A teacher who attends a mandatory meeting at 8:00 a.m. may leave at the conclusion of student dismissal, if there are no mandatory meetings scheduled for that afternoon.

At The Bromfield School, the teachers' work day begins at 7:30 a.m. and concludes at 3:00

p.m., except Friday when it concludes at 2:30 p.m.; the student day begins at 7:45 a.m. and concludes at 2:20 p.m.

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

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

#### 10. Common Planning Time

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

#### 11. Distribution of Duties

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

#### 12. Early Release Days Staff Development

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

#### 13. Time and Learning Committee(s)

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

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

## **ARTICLE VIII -TEXTS AND OTHER COURSE MATERIALS**

- I. The Committee values the opinions of teachers with regard to texts or course materials. Therefore, while Massachusetts' education law charges School Committees with legal responsibility for selection of textbooks, the Committee agrees to review textbook adoption recommendations following presentation of proposals by teachers through the building principals of their respective schools, provided that such recommendations are the result of consultation and agreement among the teacher, Curriculum Coordinators and Department Leaders, and Building Principal, or, where no Curriculum Coordinators and Department Leaders exists, between teacher and Building Principal. If an irresolvable disagreement occurs between the Building Principal and the teacher or Curriculum Coordinators and Department Leaders the decision of the Superintendent shall be final.
2. The Committee will provide enough textbooks and, where necessary, enough other instructional materials in each course, where such are called for, so that all students shall have their own in order that he or she can conveniently accomplish the reasonable and meaningful assignments which the teacher makes, whether the assignment is to be done in class or at home.

## **ARTICLE IX - CONDITIONS OF REMUNERATION AND LEAVE**

1. The basic objectives of the following provisions are to:
  - a. Attract to our schools the best qualified teaching talent available.
  - b. Encourage such teachers to continue in the service of the Harvard schools.
  - c. Encourage the professional growth of members of the teaching staff.
  - d. Encourage persons of outstanding talent to enter upon teaching as a career.
  - e. The Committee and Association acknowledge that a teacher's primary responsibility is to educate children, and that the teacher's energies, to the extent possible, should be utilized to this end.
  - f. Elementary Curriculum Coordinators will be compensated at \$5,000 per annum and Bromfield Deprutment Leaders will be compensated at \$5,500 per annum. In addition, they will work eight (8) days in addition to the regular teacher work year. Five (5) of the days will be designated by the Building Principal and three will be scheduled by agreement between the Building Principal and the Department Leader or Curriculum Coordinator. Department Leaders will teach no more than four periods and have no regularly scheduled duties.

## 2. Salary Schedule Operation

- a. The salary schedule shall reflect the level of experience and preparation of the individual staff member insofar as these factors are considered in his or her professional performance. Adoption of revised salary schedules and/or provision for an annual salary increment shall not be construed to bind the Superintendent to adjust the salary of an incumbent teacher, except as the Superintendent is satisfied by the school administrative staff that the teacher's performance continues to be satisfactory.
- b. Teachers of experience, recruited for the Harvard Public Schools, shall be engaged at initial salaries which at least fully credit them for prior teaching service in the public schools or experience of similar value.

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

- c. The salaries of all members of the staff of the Harvard Schools shall be subject to annual review by the Committee. The Administration shall review the quality of professional performance and the professional growth demonstrated by each member of the staff during the school year, and shall report to the Committee in writing as to its recommendations for appropriate salary adjustments in accordance with the terms of the current salary schedule.
- d. Salaried teachers, if requested in writing by an Administrator with the approval of the Superintendent, or if requested in writing directly by the Superintendent, to participate in curriculum development during the months of July and/or August, or any other non contractual days, will be paid on a per diem basis at the rate of seventy-five per cent (75%) of 11185 of their base salary for a six- (6) hour day. (The base salary is defined as that amount which is derived solely from the salary schedule. The base salary does not include stipends or differentials .) Participation shall be optional and voluntary. Provisions of this section shall not preclude voluntary unpaid participation by individual staff members .
- e. In order to qualify for advancement on the salary schedule, professional employees who expect to change educational levels from one year to the next must provide written notice of intent to the Superintendent by November 1<sup>st</sup> of the year prior to advancement. Advancement on the salary schedule shall be effective at the start of the following school year.
- f. With the exception of graduate courses/credits approved for teachers new to the District,

to qualify for salary advancement, graduate courses/credits, including those offered by the District, must be approved in advance by the Superintendent.

- g. Members may utilize professional development points to advance on the salary schedule. These professional development points must be approved in advance by the Superintendent and Building Principal. The professional development course must be at least 15 hours in duration and require the completion of a project and/or written work, and the course must be comparable to a graduate level course. For the purposes of this section, a fifteen hour professional development course equals one credit for advancement on the salary schedule.
- h. Members must work at least 90 school days in a school year to advance a step the following school year, except as provided in Article IX Section 13. Days from the sick leave bank may not be applied toward the calculation of the 90 days. A maximum of 15 total days (combination of the annual 13 sick days and 2 personal days) may be applied towards the calculation of 90 days, but only if those days are used during the 90 days of teaching for their intended purpose; they may not be counted toward the 90 days if they are used as a planned early start to any leave from teaching. Under extenuating circumstances, at the Superintendent's discretion, a teacher may apply more of his/her accrued sick days toward the calculation of the 90 days.

### **3. Tuition Reimbursement**

The Committee shall reimburse teacher up to \$1,000 annually (fiscal year July 1 to June 30) for graduate course reimbursement and/or related professional development activities. Such activities may include conference registration, on-line courses, seminars, workshops, and other similar learning opportunities.

Periodically the district may offer "in-house" training opportunities for which internal graduate credits, which can be applied to the HPS salary schedule, can be earned. A teacher who completes such a course for three "in-house" graduate credits will have \$500 deducted from their available professional development allocation. The option of auditing "in-house" courses for no fee, and with no graduate credit, remains open to all faculty members on a space available basis.

The \$1,000 annual allocation and \$500 deduction shall be increased annually at the rate of 4% beginning in fiscal year 2012. Also, should the district offer "in-house" graduate courses for greater than or fewer than 3 graduate credits, the amount of deduction shall be pro-rated accordingly. The allocations for the duration of this contract are as follows:

	July 1, 2014 - June 30, 2015: \$1170
	July 1, 2015 - June 30, 2016: \$1217
	July 1, 2016 - June 30, 2017: \$1265

In instances where a teacher is working toward a masters degree to meet licensure requirements for their current position, administration may waive the aforementioned \$500 deduction for "in-house" graduate courses when administration feels participation in the course is essential for the teacher's development. Also, in lieu of the \$1,000 annual allocation, these teachers may receive reimbursement for tuition only, with no cap on the number of credits. in the amount of \$2000, increased annually at the rate of 2.5% commencing in fiscal year 2016 as follows:

	July 1, 2014 - June 30, 2015: \$2000
	July 1, 2015 - June 30, 2016: \$2050
	July • 2016 - June 30, 2017: \$2100

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

4. Absence from School Duties

a. Sick Leave

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

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

**b. Sick Leave Bank**

In order to provide insurance from loss of pay because of longer-term illness or injury, a Sick Leave Bank shall be established. The Sick Leave Bank shall be used to pay the salary up to sixty (60) days beyond the days eligible for full-time school employees up to a maximum of one hundred eighty-five (185) days.

At the beginning of each year of the contract, if the balance is below one hundred (100) days, each teacher shall donate one day to the Bank.

No days shall be withdrawn from the Sick Leave Bank for use for any purpose other than prolonged illness or injury of the member of the unit. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family. Days may be withdrawn for purposes of maternity only in extreme instances if unforeseen and serious medical complications arise.

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

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

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

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

c. Bereavement Leave

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

d. Personal Business

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

e. Leave for Religious Observances

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

5. Maternity Leave

Pursuant to M.G.L. Chapter 151B Section 4 and Chapter 149 section 105D, every full-time female employee shall be entitled to eight (8) weeks maternity leave without pay, at the time of birth or adoption of a child under the age of 18 or a child under the age of 23 if the child is mentally or physically disabled. The teacher shall give the Building Principal, Superintendent, and the Town of Harvard Finance Department notice of her intent to take maternity leave, as well as notice of the date of her intended return, at least two weeks prior to her anticipated date of departure.

The Superintendent will grant a maternity leave upon application, and will confirm in writing the approved dates of maternity leave within ten (10) business days. The teacher is entitled to return to the same or a similar position without loss of benefits under the contract for which she was eligible on the day her leave commenced (subject to exception in M.G.L. Chapter 149 Section 105D).

Maternity leave commences at the time of the birth of a child and is in effect for the eight calendar weeks (not school weeks) immediately following the birth of the child. A teacher who receives maternity leave pursuant to Section 105D ma) apply accumulated sick leave toward the teacher work days of this maternity leave.

During the period of the maternity leave, health benefits shall be continued. Employees wishing to extend maternity leave beyond the approved eight (8) weeks must contact the Town of Harvard in order to arrange payment of the employee contribution for healthcare benefits.

The following scenarios are provided as examples of maternity leave:

1. If a teacher's maternity leave commences on December 1<sup>st</sup>, the eight (8) week maternity leave period would end on January 25<sup>th</sup>. even though the winter vacation and Martin Luther King holiday take place during that period. The teacher could apply sick days only to the school days during that time period.
2. If the maternity leave begins on June 1<sup>st</sup>, the teacher would only be able to apply her sick days for the first two or three school weeks after the leave began, until school closed for the summer. The remaining five weeks of her maternity leave would take place during the summer recess period and could not be carried over to the next school year.

## 6. Child-Rearing Leave

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

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

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

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

#### **7. Family and Medical Leave Act**

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

#### **8. Professional Visiting Days**

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

#### **9. Sabbatical Leave**

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

- a. Application for sabbatical leave must be submitted, in writing, to the School Committee and must include the following: name; inclusive dates of leave; proposed course of study and purpose of such study and, where applicable, stipulation of any educational institutions to be attended or academic degrees sought; and how the proposed course of study would benefit the Harvard Public Schools.
- b. Seven (7) years service in the Harvard Schools.
- c. Applicant must agree to two (2) years' service in the Harvard School System after completion of sabbatical leave.

- d. The teacher granted sabbatical leave will enter into a written agreement with the School Committee that upon termination of such leave, he or she will return to service in the Harvard School System for a period equal to twice the length of such leave, and that in default of completing such service, he or she will refund to the Town of Harvard an amount equal to such proportion of salary received by him or her as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.
- e. The Committee reserves the right to limit the number of professional staff members who may be granted sabbatical leave to one person in any given year.

#### 10 Absences Not Covered

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

#### 11. Disability Insurance Program

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

#### 12 Employees on Less Than Full Contractual Basis

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

#### 13. Protection Clause

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

#### 14. Jury Duty

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

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

Department.

#### 15. Faculty Members as Substitutes

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

#### 16. Retirement Incentive

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

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

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

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

#### 17. Tax-Sheltered Annuity

A tax-sheltered annuity (TSA) program under IRS 403b will be established. Contributions shall be deducted from regular pay. School employees may elect to contribute any amount up to the maximum amount allowable by law. Such contributions will be forwarded as soon as administratively feasible but no later than ten (10) business days after payroll disbursement.

The School Committee will match up to 5% of the employee's contractual base salary as determined by the following schedule:

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

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

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

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

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

## 18 Salary Schedules

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

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

19. Staff who accompany students on overnight trips which are school-sponsored will be compensated at the rate of \$100 per night.
20. All new teachers are required to have their paychecks directly deposited into any single bank or financial institution of their choice.
21. Effective the 2000-2001 school year, the 21-pay option will be only available to teachers who have professional teacher status and who are enrolled in that option for the 1999-2000 school year. In the future, the 21-pay option may not be reelected once it has been dropped.
22. The parties agree that the Administration and the HTA President will review and update the stipend list annually.

## **ARTICLE X - REDUCTION IN FORCE**

1. For the purpose of this agreement seniority shall be defined as length of continuous service in the Harvard Public Schools measured from the first day for which compensation was received. Effective September 1, 2003, for bargaining unit members who are employed less than full time in the Harvard Public Schools, seniority shall be measured on a prorated basis according to the percentage of a full time position.
  - a. Paid leaves of absence shall count toward the accrual of seniority.
  - b. Approved unpaid leaves of absence of fewer than forty-one (41) consecutive working days shall be counted toward the accrual of seniority.
  - c. Approved unpaid leaves of absence of longer than forty (40) days shall not constitute a break in service, but time spent on such leave shall not count toward accrual of seniority.
2. In the event that it becomes necessary to reduce the number of teaching positions in the Harvard Public Schools, no teacher with professional teacher status shall be laid off if there is a teacher without professional teacher status serving in a position for which the teacher with professional teacher status is qualified, as defined in Section 4c. of this Article.
3. If in the application of this Article it is necessary to determine the seniority order of two or more teachers with the same seniority credits, the following procedure shall apply in the following order:
  - a. A full-time teacher shall be deemed senior to a part-time teacher.
  - b. The teacher with the most experience as a substitute teacher in the discipline shall be deemed senior to the other employees.

- c. A lottery shall be conducted in the presence of the Superintendent of Schools and the President of the Association, or their designees, to determine the order of seniority among such employees.
4. In the event that layoffs of teachers with professional teacher status become necessary, the following procedures shall be employed:
  - a. The least senior teacher in an affected discipline area shall be reduced and subsequent reductions within the affected discipline area shall be in reverse order of seniority.
  - b. Each administrator/supervisor responsible for the evaluation of teachers within a specific discipline area will determine each year whether any individual in that area is not performing at a satisfactory level. This judgment will then be reviewed by the Superintendent. If the Superintendent upholds the judgment, a teacher so identified will be notified in writing by his or her immediate supervisor not later than November 1. Such notification will include an explanation of the RIF evaluation process and a listing of the specific areas within which the teacher is considered deficient with specific suggestions for improving performance. The teacher may, at his or her election, submit a letter of rebuttal or explanation. Neither the notification nor response will become a part of the teacher's permanent record at the time. This notification does not mean that the teacher so notified will definitely be RIFFed but only that he or she is at risk of being exempted from seniority. Subsequent to the identification and notification of a teacher whose performance in the Harvard Public Schools has been judged less than satisfactory, continued close supervision and evaluation of the teacher will be carried out by both his or her immediate supervisor and at least one additional administrator designated by the Superintendent. By April 1 the teacher's overall performance will be reevaluated. If after the second evaluation (and review by the Superintendent) the teacher's performance continues to be less than satisfactory, he or she will be placed at the bottom of the seniority list regardless of actual years of service. Upon return to satisfactory performance the affected employee shall be restored to his or her regular place on the seniority list.
  - c. A teacher laid off from an affected discipline area on the basis of seniority may replace a less senior teacher in another discipline area provided that he or she is certified and qualified to teach in the new discipline. The following shall be the criteria employed by the School Committee in determining qualifications:
    - (1) prior successful teaching experience in Harvard in the new discipline;
    - (2) major and minor fields of college study (as shown by official transcript);

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

seniority.

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

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

recall pursuant to the preceding paragraph, he or she shall retain seniority accrued as of the date of layoff and shall accumulate seniority for any period of layoff in excess of fifteen (15) months.

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

## **ARTICLE XI - GRIEVANCE PROCEDURE**

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

## **2. Formal Grievance Procedures**

### **a. Applicability**

The formal grievance procedure set forth below applies if the grievance is a dispute involving the meaning, interpretation, or application of this contract.

### **b. Failure to Appeal**

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

### **c. Filing Grievance and Appeals**

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

#### **(1) Level One**

The Supervisor to the Building Principal (in writing).

#### **(2) Level Two**

The Building Principal to the Superintendent (in writing);

#### **(3) School Committee Level**

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

### **d. Time Limit for Filing Grievance**

The grievance must be filed within ten (10) school days and no later than fourteen (14) calendar days after the aggrieved party first learned of the event or condition upon which the grievance is based.

### **e. Time Limit for Filing Appeal**

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

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

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

### **f. Time Limit for Meeting and Decision**

The official with whom the grievance is initially filed and the official at the next level with whom the appeal is filed must meet with the aggrieved party within five (5) school days after receiving the statement of grievance or appeal in an effort to reach a satisfactory settlement. Such official must inform the alleged grievant and the Association of his decision. If a satisfactory solution has not been reached, the grievance may be referred in writing to the School Committee subject to the conditions of Section 2, sub section 3. The School Committee shall meet with the aggrieved party within ten (10) school days after receiving his appeal and shall inform him of its decision within ten (10) school days of such meeting. Any part of these time limits which may extend in a particular case beyond the close of school in June shall thereafter be computed in calendar days at double the number of school days above prescribed.

**g. Arbitration**

- (1) Availability of Arbitration as a Means of Settlement. A grievance may be submitted to arbitration only if it is a dispute over the interpretation or application of the terms of this contract. (See General Laws, Chapter 150E)
- (2) Approval by Association Required. The grievance may be submitted by the aggrieved to arbitration only with the prior approval of the Association.
- (3) Submission to Arbitration. If after the appeal to the Committee under the formal procedure set forth above in this paragraph 2 the Committee has not, by its decision, disposed of the grievance to the satisfaction of the aggrieved party or has not notified the aggrieved party of its decision within ten (10) school days after its meeting with him or her, the aggrieved party, if the Association approves, and the Association may submit the unsettled grievance to arbitration by so notifying the Committee in writing.
- (4) Time Limit for Submission. The notice of submission to arbitration must be delivered within ten (10) school days after the aggrieved party is informed of the decision of the Committee or after the expiration of the time for informing him or her of the decision if he or she was not so informed within that time.
- (5) Selection of Arbitrator. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.
- (6) Jurisdiction. The arbitrator shall have no power or authority to alter, modify, add to or subtract from the provisions of this contract, and any decision or

award made by him or her shall be in conformance with the provisions of this contract and the laws of the Commonwealth of Massachusetts.

- (7) Decision. The decision of the arbitrator shall be on the interpretation of the Contract and its application to the particular grievance referred to him or her, and any award made by the arbitrator within his or her jurisdiction shall be final and binding on both parties.
- (8) Time for Decision. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days after the hearing is declared closed unless the time is extended by mutual agreement of the parties to a later date or unless the rules of the American Arbitration Association, if applicable to the arbitration, provide otherwise.
- (9) Costs of Arbitration. The costs for the services of the arbitrator shall be borne equally by the School Committee and the aggrieved.

### **3. Informal Grievance Procedure**

- a. Applicability . The informal grievance procedure set forth below may be used for a dispute involving the meaning, interpretation or application of this contract, the alleged inequitable treatment of an employee covered by this contract or for other situations alleged to affect adversely the conditions of employment, but shall not include the right to settlement by arbitration.
- b. Procedure. The aggrieved party may informally pursue settlement of the grievance with the appropriate Supervisor, if the matter is within his or her supervision, the cognizant Building Principal, Superintendent, and Committee, in that order; each of whom shall meet with him or her if requested. An employee who does not wish to discuss the problem with any one of the levels of administrative organization may skip that level if he or she submits the grievance in writing, clearly stating the problem and applicable facts and requesting a meeting at the desired level at which he or she wishes to seek settlement of the grievance, and also furnishes a carbon copy to the administrators at the levels that have been skipped. If the Committee is involved in adjudication of problems under the informal grievance procedure, both the alleged aggrieved employee and the Committee may involve witnesses and representatives. The Committee, in consultation with the aggrieved, will establish the conditions of the meeting.

## **ARTICLE XII - CODE OF ETHICS**

It is expected by both parties to this agreement that each teacher subscribes to and will adhere to the principles of the Code of Ethics of the Education Profession, which is attached hereto (page 38) but *is* not a part of this Collective Agreement.

## **ARTICLE XIII - HEALTH AND SAFETY**

The Harvard School Committee and the Harvard Teachers' Association agree to establish a Health and Safety Committee whose primary purpose is to establish guidelines to prevent health and safety problems and to address health and safety problems in a predictable and expedient manner. One of the Harvard School Committee's highest priorities is safe and healthy schools for all employees. The District and the Harvard Teachers' Association will make every effort to ensure that the Health and Safety Committee is an effective working committee.

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

### Step 1

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

### Step 2

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

### Step 3

- a. The Building Principal resolves the problem and notifies the employee in a timely manner of the resolution of the concern or,
- b. The Building Principal notifies the employee, in writing, in a timely manner or not more than ten (10) working days, why he or she cannot resolve the problem and the Building

Principal notifies the Facilities Manager, in writing, of the safety concern.

- c. If the Building Principal has not complied with the time limits set above or if the concern of the employee is not resolved, the employee may refer the matter to the Health and Safety Committee.

Step 4

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

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

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

Step 5

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

**ARTICLE XIV - SAVINGS PROVISION**

If any provision of this Contract or the September 1, 2011 to August 31, 2014 application of such provision to any person or circumstances is held invalid, by law the remainder of this Contract and its application to other persons and circumstances shall not be affected thereby.

**ARTICLE XV - DURATION OF CONTRACT**

- 1. This Contract shall be effective and shall thereafter renew itself for successive terms of one year unless by November 1 next prior to expiration of the contract year involved either the Committee or the Association shall have given the other written notice of its desire to modify or terminate this Contract.
- 2. This Agreement is final and is binding upon both parties to the Contract and agreed to on the 17th day of January 2014.

IN WITNESS WHEREOF, the parties to this Agreement have caused this agreement to be executed by their agents, hereunto duly authorized, and seals to be affixed on January 17th, 2014.

In Agreement  
School Committee  
of the  
Town of Harvard

In Agreement  
Harvard Teachers' Association Negotiating  
Committee

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SusanMary Redinger

---

Dawn-Marie Ayles

---

Robert Sullebarger

---

Davida Bagatelle

---

Patricia Wenger

---

Kellie Carlucci

---

Kirsten Wright

---

Kathleen Doherty

---

Jessica Hyde

---

Colleen Nigzus

---

Melissa Niland

---

Sharlene Tuttle

Note: it is duly noted that, in observance of conflict of interest law, Keith Cheveralls did not participate in any discussions, deliberations or votes related to this agreement and is therefore respectfully omitted as a signatory.

Harvard Public Schools, Teachers' Salary Schedule, 2014-2015

FY15 This is the salary schedule for FY 15 (the 2014-2015 academic school year); it reflects a 2% increase from the previous year's schedule.

	B	815	M	M15	M30	M45	M60	PhD
1	44,736	46,320	48,026	49,213	50,817	52,415	53,508	54,519
2	46,375	48,151	50,157	51,674	53,511	55,345	56,499	57,569
3	48,013	49,983	52,287	54,136	56,207	58,275	59,491	60,620
4	49,650	51,814	54,418	56,597	58,901	61,203	62,483	63,670
5	51,502	53,869	56,784	59,306	61,856	64,402	65,749	66,999
6	53,149	55,710	58,923	61,778	64,562	67,342	68,752	70,061
7	54,793	57,548	61,062	64,249	67,268	70,284	71,758	73,123
8	56,437	59,388	63,203	66,722	69,976	73,225	74,762	76,186
9	59,066	62,267	66,448	70,372	73,923	77,469	79,095	80,602
10	60,739	64,140	68,624	72,889	76,677	80,461	82,153	83,719
11	62,414	66,012	70,801	75,402	79,431	83,455	85,208	86,833
12	64,093	67,878	72,981	77,925	82,188	86,444	88,261	89,945
13	65,768	69,751	75,157	80,439	84,943	89,436	91,318	93,062

To be eligible for the Doctorate Column teachers must have obtained a Ph.D. or Ed.D. from an accredited institution in a field relating to their teaching assignment.

FY 16

This is the salary schedule for FY 16 (the 2015-2016 academic school year); it reflects a 2% increase from the previous year's schedule.

	B	BIS	M	MIS	M30	M45	M60	PhD
1	45,631	47,246	48,986	50,197	51,833	53,463	54,578	55,610
2	47,302	49,115	51,160	52,707	54,581	56,452	57,629	58,720
3	48,974	50,983	53,332	55,219	57,331	59,440	60,681	61,832
4	50,643	52,850	55,506	57,729	60,079	62,427	63,732	64,943
5	52,532	54,946	57,920	60,492	63,093	65,690	67,064	68,339
6	54,212	56,824	60,101	63,014	65,853	68,689	70,127	71,462
7	55,889	58,699	62,283	65,534	68,614	71,690	73,193	74,585
8	57,566	60,575	64,467	68,056	71,375	74,690	76,258	77,709
9	60,248	63,513	67,777	71,780	75,402	79,018	80,677	82,215
10	61,954	65,423	69,997	74,346	78,211	82,070	83,796	85,393
11	63,663	67,332	72,217	76,910	81,020	85,124	86,912	88,570
12	65,375	69,235	74,441	79,483	83,832	88,173	90,026	91,744
13	67,083	71,146	76,660	82,048	86,642	91,225	93,144	94,923

FY 17 This is the salary schedule for FY 17 (the 2016-2017 academic school year); it reflects a 1.1% increase from the previous year's schedule.

	B	BIS	M	M15	M30	M45	M60	PhD
1	46,315	47,955	49,721	50,950	52,611	54,265	55,397	56,444
2	48,012	49,851	51,927	53,498	55,400	57,299	58,494	59,601
3	49,708	51,748	54,132	56,047	58,191	60,332	61,592	62,760
4	51,403	53,643	56,339	58,595	60,980	63,363	64,688	65,917
5	53,320	55,771	58,789	61,399	64,039	66,675	68,070	69,364
6	55,025	57,676	61,003	63,959	66,841	69,719	71,179	72,534
7	56,727	59,580	63,217	66,517	69,643	72,765	74,291	75,704
8	58,430	61,484	65,434	69,077	72,446	75,810	77,402	78,875
9	61,151	64,465	68,793	72,856	76,533	80,203	81,887	83,448
10	62,883	66,404	71,047	75,462	79,384	83,301	85,053	86,674
11	64,618	68,342	73,300	78,063	82,235	86,401	88,216	89,899
12	66,355	70,274	75,558	80,676	85,089	89,495	91,377	93,120
13	68,089	72,213	77,810	83,279	87,942	92,593	94,541	96,347

To be eligible for the Doctorate Column teachers must have obtained a Ph.D. or Ed.D. from an accredited institution in a field relating to their teaching assignment.

Extracurricular Athletic Staffs

Position	2014-2015	2015-2016	2016-2017
Athletic Director			
VG Soccer Coach	\$3,906	\$3,985	\$4,045
V B Soccer Coach	\$3,906	\$3,985	\$4,045
JV G Soccer Coach	\$2,606	\$2,658	\$2,698
JV B Soccer Coach	\$2,606	\$2,658	\$2,698
Freshman B Soccer	\$2,111	\$2,154	\$2,186
MS G Soccer Coach	\$1,792	\$1,828	\$1,855
MS B Soccer Coach	\$1,792	\$1,828	\$1,855
V Field Hockey Coach	\$3,906	\$3,985	\$4,045
NField Hockey Coach	\$2,606	\$2,658	\$2,698
MS Field Hockey Coach	\$1,792	\$1,828	\$1,855
V G Cross Country Track Coach	\$3,449	\$3,518	\$3,570
V B Cross Country Track Coach	\$3,449	\$3,518	\$3,570
Golf Coach	\$2,123	\$2,165	\$2,198
V G Basketball Coach	\$4,886	\$4,984	\$5,058
V B Basketball Coach	\$4,886	\$4,984	\$5,058
JV G Basketball Coach	\$2,933	\$2,991	\$3,036
JV B Basketball Coach	\$2,933	\$2,991	\$3,036
MS G Basketball Coach	\$1,792	\$1,828	\$1,855
MS B Basketball Coach	\$1,792	\$1,828	\$1,855
V G Indoor Track Coach	\$3,907	\$3,985	\$4,045
V B Indoor Track Coach	\$3,907	\$3,985	\$4,045
V B/G Swim Coach	\$3,907	\$3,985	\$4,045
NBIGSwimCoach	\$1,608	\$1,640	\$1,664
V Ski Coach	\$2,933	\$2,991	\$3,036
V Baseball Coach	\$3,907	\$3,985	\$4,045
JV Baseball Coach	\$2,603	\$2,655	\$2,695
MS Baseball Coach	\$1,792	\$1,828	\$1,855
V Softball Coach	\$3,907	\$3,985	\$4,045
JV Softball Coach	\$2,603	\$2,655	\$2,695
MS Softball Coach	\$1,792	\$1,828	\$1,855
V G Outdoor Track Coach	\$3,907	\$3,985	\$4,045
V B Outdoor Track Coach	\$3,907	\$3,985	\$4,045
Asst. Track Coach	\$1,792	\$1,828	\$1,855
V G Tennis Coach	\$2,933	\$2,991	\$3,036
V B Tennis Coach	\$2,933	\$2,991	\$3,036
V G Lacrosse Coach	\$3,907	\$3,985	\$4,045
V B Lacrosse Coach	\$3,907	\$3,985	\$4,045
JV G Lacrosse Coach	\$2,603	\$2,655	\$2,695
JV B Lacrosse Coach	\$2,603	\$2,655	\$2,695

### Extracurricular Academic Staffs

<b>Position</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
HS Drama Society Advisor	\$4,713	\$4,808	\$4,880
Yearbook Advisor	\$3,818	\$3,895	\$3,954
Band Director	\$2,250	\$2,295	\$2,329
HS Student Council Advisor	\$2,115	\$2,158	\$2,190
V Math Team Advisor	\$1,917	\$1,955	\$1,984
Freshman Math Team Advisor	\$1,835	\$1,872	\$1,900
Senior Class Advisor	\$2,000	\$2,040	\$2,071
Global Culture Club/Model UN Advisor	\$1,638	\$1,671	\$1,696
7/8 Student Council Advisor	\$1,694	\$1,728	\$1,754
Chorus Director	\$1,617	\$1,649	\$1,682
NHS Advisor	\$1,219	\$1,243	\$1,262
Academic Bowl Advisor	\$1,162	\$1,186	\$1,204
Junior Class Advisor	\$1,500	\$1,530	\$1,553
Bromfield Review Advisor	\$1,061	\$1,082	\$1,098
Middle School Drama Advisor	\$3,060	\$3,121	\$3,168
Speech and Debate Advisor	\$929	\$948	\$962
Sophomore Class Advisor	\$1,500	\$1,530	\$1,553
Freshman Class Advisor	\$1,500	\$1,530	\$1,553
Art National Honor Society Advisor	\$1,194	\$1,218	\$1,236
World of Difference Advisor	\$1,194	\$1,218	\$1,236
GSA Advisor	\$1,194	\$1,218	\$1,236
Bromfield Cares Advisor	\$1,194	\$1,218	\$1,236
Choral Accompanist	\$780	\$795	\$807
Middle School Team Leader	\$1,195	\$1,219	\$1,238

### Co-Curricular Academic Staffs

<b>Position</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
Nature's Classroom Coordinator	\$1,200	\$1,200	\$1,200
Mentor Coordinator	\$1,200	\$1,200	\$1,200
Mentor	\$500	\$500	\$500
TST Coordinator	\$1,200	\$1,200	\$1,200
AP Exam Coordinator	\$1,200	\$1,200	\$1,200

## SIDE LETTER OF AGREEMENT

June 21, 2010

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

### **Teaching an Extra Class at Bromfield**

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

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

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

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

### **Notification/Reminder**

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

### **Hiring/Evaluation of Coaches**

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

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

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

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

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

#### 4. Hiring Criteria/Procedures

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

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

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

#### **Individual Professional Development Plans**

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

#### **Health Insurance Contribution**

This side letter recognizes the changes in employees' health insurance that were negotiated for the health benefits year which began as of June 1, 2010.

In that agreement, which will be in effect for three years, the teachers agreed to switch over to the Minuteman Nashoba Health Group's RateSaver plans. The health insurance contribution rate for all current teachers as of June 1, 2010 is 15%. Teachers who start their employment after

June 1, 2010 will have a contribution rate of 20%. Teachers, current and future, who select the PPO plan will have a contribution rate of 50%.

Professional Development Committee

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

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

\_\_\_\_\_  
For the Harvard School Committee

\_\_\_\_\_  
For the Harvard Teachers' Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## CODE OF ETHICS

### Preamble

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

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

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

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

### PRINCIPLE I

#### Commitment to the Student

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress .
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly--

- a. Exclude any student from participation in any program
- b. Deny benefits to any student
- c. Grant any advantage to any student

7. Shall not use professional relationships with students for private advantage.

8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

## **PRINCIPLE II**

### **Commitment to the Profession**

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

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

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

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

*Adopted by the NEA 1975 Representative Assembly*

## INDEX

---

4

403b . 18

---

*A*

Absence From School Duties . 12

Absences Not Covered . 17

Academic Assistance . 6

Annual Employment Contracts With  
Teachers . 3

Annual Review . 10

Arbitration . 22

---

8

Bereavement Leave . 14

---

*C*

Calendar . 7

Child-Rearing Leave . 15

Children With Special Needs . 7

Coaches (Hiring & Evaluation Of) . 35

Code Of Ethics . 28, 38

Common Planning Time . 8

Conferences . 5

Course Materials . 8

Curriculum Coordinators . 9

Curriculum Development . 10

---

*D*

Deduction Of Dues . 3

Department Leaders . 9

Departmental Staff Meetings . 6

Direct Deposit . 20

Disability Insurance . 17

Discipline Areas . 22

Duties (Distribution Of) . 8

---

*E*

Early Release Days . 8

Evaluation

Material Derogatory To A Teacher . 4

Evaluation Procedure And Instrument . 5

Extracurricular Stipends . 33

---

*F*

Family And Medical Leave Act . 16

---

*G*

Grievance Procedure . 24

---

*H*

Health And Safety Committee . 28

Health Insurance Contribution . 36

---

Individual Professional Development Plans  
(IPDPs) . 36

---

*J*

Jury Duty . 17

---

*L*

Length Of The School Day . 7

---

*M*

Maternity Leave · 14  
Meetings · 6  
    Special Education Meetings · 7  
    Staff Meetings · 6  
    With School Committee · 2

---

*O*

Open House/Curriculum Night · 7  
Overnight Trips · 20

---

*p*

Parent-Teacher Conferences · 5  
Personal Days/Personal Business · 14  
Personnel File · 4  
Preparation Period · 8  
Professional Development  
    Committee · 36  
    Days · 5  
    Points · 10  
    Reimbursement · 11  
Professional Visiting Days · 16

---

*R*

Reduction In Force (RIF) · 20  
Religious Days/Religious Leave · 14  
Resigning · 4  
Retirement Incentive · 18

---

*S*

Sabbatical Leave · 16  
Salary Schedule  
    2014-2017 · 31  
    Advancement On · 10  
    Nurses · 19  
    Placement On · 9  
School Calendar · 7  
School Committee Meetings · 2  
School Day  
    Bromfield · 7  
    HES · 7  
Seniority · 20  
Seniority List · 23  
Sick Leave · 12  
Sick Leave Bank · 13  
Side Letter Of Agreement · 35  
Staff Development · 8  
Stipends  
    Academic · 34  
    Athletic · 33  
    Middle School Team Leader · 34  
    Updated Annually · 20  
Student-Teacher Ratio · 6  
Substitutes (Faculty Members As) · 18

---

*T*

Tax-Sheltered Annuity · 18  
    Employee Contribution · 19  
    Employer Match · 19  
Teacher Aides · 7  
Teacher Supervision And Evaluation · 4  
Teacher-Parent Conferences · 5  
Teaching An Extra Class At Bromfield · 35  
Time And Learning Committee · 8  
Tuition Reimbursement · 11

---

*V*

Vacancies (Posting Of/Applying For) · 4