Agreement Between the
Hatfield School Committee
and the
Hatfield Teacher’s Association
Hatfield, Massachusetts

September 1, 2019 to August 31, 2022
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Pursuant to the provisions of Chapter 150E, §178 of the Massachusetts General Laws, this contract is made on the ____ Day of October 2019 by the SCHOOL COMMITTEE of the Town of Hatfield (hereinafter referred to as the Committee) and the HATFIELD TEACHERS’ ASSOCIATION (hereinafter referred to as the Association).

**Duration**
This contract will be effective as of September 1, 2019 and will continue and remain in force until August 31, 2022 and will thereafter automatically renew itself for successive terms of one (1) year each unless by November first of the calendar year preceding the calendar year in which this contract expires, either the Committee or the Association will give the other written notice of its desire to modify or terminate this contract.

**Successor Agreement**
If a successor agreement is not reached before the expiration date of this contract, the existing contract will remain in force until a successor agreement is reached.

**Committee Rights Clause**
The Committee and the Association agree that the Committee will retain and reserve all statutory rights, authority, and obligations in the administration of the School Department and the direction of their employees. All functions, rights, powers, and authority which the Committee has now, or may be granted, or have conferred upon it, including all customary and usual rights, powers, functions, and authority of an employer, which have not been specifically delegated or modified by this agreement, are recognized by the Association to be retained by the Committee.

**Preamble**
The Hatfield Public Schools recognize the dignity and worth of every person. The aim is to create a safe and caring workplace with a climate of understanding and mutual respect for the dignity and worth of every person who engages in school employment and activities. All employees deserve a safe workplace environment free from all forms of harassment and bullying. Behaviors contributing to hostile, humiliating or intimidating work environment, including abusive language or behavior, are unacceptable.

To fulfill the responsibilities of the School Committee, which establishes the educational policies of the public schools of Hatfield, the Superintendent of Schools who administers these policies, and the professional staff who implements the School Committee’s policies in the classroom through instruction, the following procedures are hereby adopted.

**Article I**

**Recognition of Bargaining Agent**
A. 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 hereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of all professional employees of the Committee, including, but not limited to, teachers, guidance counselors, school adjustment counselors, school social workers, librarians, school psychologists, speech therapists, and nurses. It does not include non-contract substitute teachers, the superintendent, principals, assistant principals, the Director of Student Services or any combination of these positions.

B. Unless otherwise indicated, the employees in Section A. will hereinafter be referred to as the “Teachers.”

C. The Committee will respect the position of the HTA/MTA/NEA as the sole and exclusive bargaining agent of all Teachers on matters of wages, hours, and conditions of employment for the life of this agreement.
Article II

**Collective Bargaining**

A. The parties acknowledge during the negotiations that resulted in this agreement, each had unlimited rights and opportunities to make demands and proposals with respect to any subject or matter not mandated by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

B. The School Committee and the Association, for the term of this Agreement, voluntarily and without qualification waive the right, and agree the other will not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this agreement even though the subject or matter may not have been within the knowledge or contemplation of both the School Committee and the Association for the term of this agreement.

C. This agreement may not be modified in whole, or in part, by the parties except in writing executed by both parties.

Article III

**Negotiation Procedure**

A. The Committee and the Association agree to enter into negotiations over a successor agreement in accordance with the procedure set forth herein in a good faith effort to reach an agreement concerning teachers’ wages, hours, and conditions of employment.

B. The Association agrees to provide written notification to the Committee of its intent to bargain a successor agreement. Said notification will be provided by November first prior to the year of the expiration of this agreement.

C. Any agreement so negotiated will apply to all Teachers and will be reduced to writing and signed by the Committee and the Association. The contract resulting from these negotiations will be final and binding upon both parties for the period of that contract.

D. If negotiations described in this Article reach an impasse, the procedure described in M. G. L. Chapter 150E will be followed.

E. The Committee and the Association mutually pledge the representatives selected by each will have all necessary power and authority to present relevant data, exchange points of view, make proposals, counter proposals, make tentative agreements, and effectively recommend acceptance of the agreement.

F. In any negotiations in this agreement, neither the Committee nor the Association will have control over the selection of the representatives of the other party. Each party’s negotiation group will consist of not more than seven (7) members.
Article IV

**Grievance Procedure**

A. **Purpose**
The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems affecting the welfare or working conditions of teachers. All parties agree these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. **Definition**
a grievance is a claim by the Association or a teacher of a violation, misinterpretation or misapplication of the terms of this agreement.

C. **Time Limits**
All time limits herein consist of calendar days exclusive of: legal holidays, Saturdays, Sundays, and December, February, and April vacations, and cancelled school days. Meetings that must be held in July or August will be subject to agreement by both parties. Time limits indicated herein are considered maximum unless extended by mutual agreement in writing.

D. **Association Representation**
1. A representative chosen by the Association will be present for meetings, hearing, appeals, or other proceedings to a formal grievance.

2. Nothing contained herein will be construed as limiting the right of any Teacher having a grievance to discuss the matter informally with the appropriate member of the administration or School Committee, and having the grievance adjusted without intervention of the Association provided the Adjustment is not inconsistent with the terms of this agreement and the Association is notified of the terms of the adjustment.

E. **General Provisions**
1. Unless noted to the contrary below, the Association and the Committee has the right to any representative(s) of their choosing.

2. A teacher may present a grievance to his/her supervisor without intervention by an Association representative provided the Association is afforded the opportunity to be present. Any resolution will not be inconsistent with the terms of this agreement.

3. With mutual written agreement, the parties may elect to bypass Level One and/or Level Two and file at Level Three.

4. No reprisals will be taken by the Committee or school administrators against any teacher because of his/her participation in this grievance procedure.

5. The Committee and the administration will cooperate with the Association in its investigation of any grievance to the extent permitted by state law. Further, it will make available to the Association such information from the personnel file of the aggrieved teacher as is necessary for the processing of the grievance. The Association will similarly cooperate with the Committee and the administration.
6. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

7. If, in the judgment of the Association, a grievance affects a Class or group of teachers, the Association may submit the grievance according to the procedure contained in Level One, and the processing of such grievance will commence at Level Two.

8. All decisions rendered at Level One, Two, Three and Four of The Grievance Procedure will be in writing setting forth the decision and the reasons therefore, and will be transmitted in a timely manner to the grievant and the Association.

9. The arbitrator will be without power to modify or alter the terms of the agreement.

10. The costs of the arbitrator, including per diem expenses, necessary travel and subsistence expenses, will be shared equally by the Committee and the Association.

F. Informal Procedure
The parties acknowledge it is most desirable for the employee and his/her supervisor to resolve problems through free and informal communications. Such should be the case with any alleged violation. To this end, it is desirable for the parties to meet and attempt to resolve the matter informally.

G. Formal Procedure – Level One
Should the parties fail to resolve the grievance at the Informal Stage, the teacher or the Association may present the grievance in writing to the principal.

1. The written grievance must clearly identify the alleged violation of contract, the date(s) of the alleged violation, and the remedy requested. To be considered timely, the grievance must be submitted in writing to the principal no later than twenty (20) days after its alleged occurrence.

2. If the principal believes the grievance should not be initiated at his/her level, said principal will direct the grievance to Level Two within two (2) days of receipt of the written grievance.

3. If the principal believes the grievance should be initiated at his/her level said Principal will arrange a meeting to hear the grievance within five (5) days of receipt of the written grievance.

4. Level One grievance hearing will include: the aggrieved teacher, the Association representative(s), and the principal.

5. The principal will provide a written response to the aggrieved teacher within five (5) days of the hearing. A copy of the decision will be provided to the Association.

H. Formal Procedure – Level Two
Should the parties fail to resolve the grievance at Level One, the teacher or the Association may present the grievance within ten (10) days in writing to the superintendent.

1. The superintendent will arrange a meeting to hear the grievance within five (5) days of receipt of the written grievance.
2. The Level Two grievance hearing will include: the aggrieved teacher, the Association representative(s),
the principal, and the superintendent.

3. The Superintendent will provide a response to the aggrieved teacher within five (5) days of the hearing.
A copy of the written decision will be provided to the Association and to the principal.

I. **Formal Procedure – Level Three**
Should the parties fail to resolve the grievance at Level Two, the teacher or the Association may present the grievance
within ten (10) days in writing to the School Committee.

1. The Committee will arrange a meeting to hear the grievance within ten (10) days of receipt of the written
grievance to the School Committee Chairperson.

2. The Committee hearing will include the aggrieved teacher, the Association representative(s), and/or
attorney, the Principal, the Superintendent, members of the School Committee and/or attorney.

J. **Formal Procedure – Level Four**
Should the parties fail to resolve the grievance at Level Three, the Association may file a demand for arbitration
within ten (10) days to the American Arbitration Association for binding arbitration in accordance with its current
rules. The decision of the arbitrator will be final and binding on both parties.

1. The demand for arbitration must be filed within ten (10) days after receipt of the Committee’s written
decision, or within ten (10) days after the due date of the Committee’s decision and a copy must be given to the School
Committee. If the demand is not received within this time limit, the grievance is considered withdrawn.

2. Neither party is permitted to assert any ground before the arbitrator which has not been previously
disclosed to the other party at Level Three.

3. The cost of arbitration will be shared equally by the School Committee and Association.

K. **Arbitration – Suspension or Dismissal**
The Committee and Association agree in an arbitration concerning a teacher’s suspension or dismissal an arbitrator will
be appointed pursuant to the grievance procedure or M. G. L. Chapter 71, § 42 and §42D. However, both
parties agree if the arbitration pursuant to M. G. L. Chapter 71, §42 and §42D results in a decision concerning
the same matter prior to the rendering of a decision in the contractual arbitration, such decision will be fully
binding upon the arbitrator appointed pursuant to the grievance procedure. Further recognizing Chapter 150E,
§8, the parties agree that, to the extent legally possible, where a contractually appointed arbitrator renders a
decision pursuant to M. G. L. chapter 71, §42 and §42D, such decision will be the exclusive remedy of that
suspension or dismissal.

**Article V**

**Work Year, Work Hours, Work Load**

A. **Contract Year**
The teacher contract year will consist of 185 days: 180 student contact days - pursuant to the Massachusetts
DESE, laws and regulations, 603 CMR 27.00, §27.03: School Year Requirements. The 5 non student days will consist of
the following:
● One (1) Teacher Work Day. Normally, the Teacher work Day will be the first day of the contract year.

● Two (2) Planning/Professional Development Days prior to the start of the school year. The HTA will be granted one hour to meet with its members during one of the two Planning/Professional Development Days.

● Two (2) Professional Development Days during the school year.
  ○ Hatfield Elementary School will use one (1) of these days for teacher-directed curriculum work or professional development. This scheduled date will be determined by the HES PD committee by September 15th. This time will be aligned to the District and School Improvement Plans. Curriculum/Professional Development work will be approved by the building principal.

1. A teacher’s per diem rate will be based upon 1/185th of his/her regular salary.

2. A teacher will be compensated at a per diem rate for work assigned by the administration prior to the first day of the teacher’s contract year or after the last day of the teacher’s contract year.

3. Teachers must complete exit requirements prior to check out at the end of the year.

B. School Calendar

1. Prior to setting the school calendar, the Committee will consult with the Association.

2. If school is cancelled, lost time will be added to maintain the 185-day contract requirement.

3. Two early release days will be scheduled in the fall for elementary parent-teacher conferences.

4. The School Committee will schedule five (5) teacher directed half day pd/curriculum days annually for elementary teachers which will consist of one-half day of instructional time with students. On these days dismissal for staff will be ten (10) minutes earlier than normal. This time will be use for curriculum or professional development and will be aligned to the District and School Improvement Plans. Curriculum/Professional Development work will be approved by the building principal.

Elementary teachers will have one full curriculum day in the fall or spring, to be determined by September 15, which may be devoted to the same purpose.

5. Each Middle School core teacher and special Education teacher who chooses to participate in 7th Grade Orientation will be granted a half-day of “comp” time during the school year, provided that no two teachers are granted the same school day.

C. Work Day/Required Hours

1. The teacher’s workday, including the student academic day, lunch, and preparation time will not exceed seven (7) hours.

2. Teachers must be present ten (10) minutes before the student academic day and ten (10) minutes after the student academic day.

3. The teacher workday at the elementary level will be six (6) hours and fifty (50) minutes. The high school workday will be seven (7) hours.

D. Work Day/Remaining Beyond Required Hours
1. In general, help sessions will be offered one time per week for 30 minutes, to reinforce current curriculum.

2. Teachers, as defined in Article I, sec. A, will be available for parent conferences as needed.

3. Faculty meetings may be called twice monthly by the principal or the superintendent lasting no more than one hour. An agenda will be provided to Teachers at least 24 hours in advance of the meeting unless the meeting is called for an emergency purpose. Faculty meetings will begin 10 minutes after the dismissal bell. Additional meetings may be called for emergency purposes.

4. All teachers will attend one (1) open house per year.

5. Teachers will remain in the building each day during school hours unless they have duties in one or more buildings or permission from the building principal or his/her designee to leave the building. Such permission shall not be arbitrarily or unreasonably withheld.

E. Duties
1. Teachers will be assigned detention supervision on a rotation basis. Detention supervision will be up to one (1) hour long at the high school, and up to thirty (30) minutes long at the elementary school.

2. Duty assignments will be distributed equitably at the high school and equitably at the elementary school.

F. Lunch
1. At the elementary school teacher's lunch period will be duty-free and equal in length to a student's lunch period not to be less than 25 minutes. At Smith Academy a teacher’s lunch period will be duty free and equal to the student’s lunch period.

G. Preparation Period
1. Each secondary teacher will have one (1) duty free preparation period daily, equal to the length of the class period. Each elementary teacher will have one (1) duty-free preparation period daily consisting of a minimum of fifty (50) consecutive minutes.

2. All other non-assigned time, with the exception of the preparation period, is to be used for professional improvement, departmental work, individual assistance to students and other such professional uses of time as may be from time to time reasonably assigned by the principal.

H. Teacher Schedules
1. Every effort will be made to notify a teacher regarding his/her teaching schedule by the end of the school year.

2. A teacher will not be scheduled more than twenty percent (20%) outside his/her area of certification in accordance with established state regulations and/or Massachusetts state law.

3. Every effort will be made to assign secondary teachers no more than five (5) teaching periods per day in addition to one (1) duty period per day. Elementary teachers, in addition to their teaching assignment, will have one (1) duty assignment per day plus student arrival or dismissal duty.

4. If a teacher agrees to accept a sixth teaching period assignment in lieu of a duty period in any semester,
s/he will be compensated at 10% of the annual rate of pay according to his/her placement on the salary schedule at the time.

5. Should the Teachers and/or administration wish to experiment with an alternative schedule, the Association and the Committee agree to form a sub-committee with the Principal to collaboratively develop a workable schedule, which may be implemented with Superintendent approval.

6. Teachers may be assigned to teach an Honors Course and will receive the following stipend per year-long course:
   $950 will be paid for up to ten (10) students
   $325 additional will be paid for eleven or more students.

7. A Teacher who agrees to accept the position of Virtual High School Coordinator will receive a two hundred and fifty dollar ($250) base stipend per semester and an additional twenty-five dollar ($25) per seat, over ten (10) seats. If more than one (1) teacher accepts the position, the stipend shall be split between the Teachers.

8. A Teacher who agrees to be an Independent Study Advisor, with the approval of the principal, will receive a $500 stipend for each year-long Independent Study student.

9. A teacher who agrees to serve as a mentor will follow the program guide in the Hatfield Public School, Teacher Mentoring Program publication.

I. Mandated IDEA Meeting Hours
Federal requirements established under the Individuals with Disabilities Education Improvement Act (IDEA- 2004) make it necessary, under certain circumstances, to convene Special Education TEAM meetings during non-school days. As a result of this requirement it may be necessary to have the presence of Teachers at these meetings. In the event that a teacher is requested to attend such a meeting the following procedures will apply:

1. Every effort will be made to involve the teachers who are directly involved with the education of the particular student for which the meeting is being held. If those teachers are not available to participate in the meetings, the Superintendent of Schools or his/her designee will choose an available teacher who will best fulfill the requirements associated with the specifics of the particular meeting.

2. Teachers involved in these meetings will be compensated on an hourly rate based on 1/7th of their individual per diem rate. The per diem rate will be determined by the contract salary schedule which runs from September to August.

3. A teacher will be paid for a minimum of two hours regardless of the length of the meeting.

4. For every meeting extending beyond one and one-half hours (1 ½) the reimbursement time will be calculated by multiplying the meeting length by 1.5. This rate is established to compensate for travel time and preparation time incurred. For example, if a meeting’s duration is 3 hours in length, the teacher’s compensation will be (3hrs x 1.5) to equal 4.5 hours. Therefore, the teacher will receive 4.5 hours of pay, based on their hourly per diem rate.

5. There will be no additional reimbursement associated with travel or preparation time.

J. Benefits
1. Part-time teachers will have pro-rated salaries, duties, sick days, personal days, and preparation periods.
2. Part-time teachers will receive full service for seniority purposes.

Article VI

Professional Development
A District Professional Development Committee will be formed to develop and implement a yearly Professional Development Plan. The committee will be comprised of at least two teachers from each school, chosen by the Association, and school administrators.

A. Professional Leave

A teacher will be entitled to two (2) days of professional leave per school year to attend professional activities pertaining to his/her Individual Professional Development Plan and/or the district’s goals, subject to the approval of the Superintendent or Principal. Additional days may be granted at the discretion of the Superintendent or Principal.

B. Requests for credit hours for Professional Development courses, workshops, conferences and curriculum development work

1. Requests to do professional development work will be submitted to the building principal and superintendent in a timely fashion on the form provided for this purpose.
2. Requests will be approved on the basis of how well they meet the goals of a teacher’s Professional Development Plan and the goals and objectives of the building and/or district.
3. Upon completion of the pre-approved Professional Development activity, teachers will submit an acceptable curriculum guide, grade sheet, transcript or professional development certificate to the principal and superintendent for credit toward lateral movement on the salary schedule.
4. The Committee, subject to funding, will annually establish budget line items for elementary and secondary Professional Development. Teachers participating in pre-approved professional development activities will be reimbursed for associated expenditures, such as, books, travel, registration and fees. When working on approved curriculum development teachers will be compensated at the rate of $30 per hour.
5. Teachers will be limited to a maximum of three (3) credit hours for curriculum development (writing) as part of any fifteen (15) credit total needed for column movement on the salary schedule.

C. In-Service Training

1. In-service training provides teachers with professional development points for recertification.
2. Professional development points will be awarded by hours. For Example: Should a teacher successfully complete a five-hour planned professional development activity, he/she will earn five (5) professional development points for recertification.
3. If an Association member is approved to conduct an in-service activity, he/she will receive: (1) twice the number of professional development points for recertification, but not lateral movement; and (2) a stipend of sixty dollars ($60.00) per hour, one hundred eighty dollars ($180.00) per half-day, or three hundred sixty dollars ($360.00) for a full-day workshop.

D. Tuition Reimbursement

The School Committee agrees to budget an amount of $6,000 per fiscal year for the purpose of reimbursement of teachers for the cost of tuition and fees for both classes and conferences. Money will be allocated on a first
come basis based on the date of course pre approval. There will be a limit of $600 per person per year. Any money not encumbered by June 1st will be added to the amount budgeted for the next fiscal year.

Article VII

Tutors
A. When the professional skills of teachers are required by the School Department for instructional services to pupils beyond the established student day, teachers will be paid at the tutor’s hourly rate. In all cases, required extended services must have prior written approval of the Superintendent.

B. Tutor’s hourly rate: $34.00

Article VIII

Vacancies
A. When any vacancy in a professional position, including an extracurricular or extra-duty position, occurs during the school year, it will be publicized by the Superintendent by means of a notice placed on the H.T.A. bulletin boards in both schools as far in advance of the appointment as possible. The notice will state qualifications, duties, and compensation.

B. During the months of July and August written notice of any vacancies will be mailed by the Superintendent’s office to the last known address of any Association member who has given prior written notice to the superintendent of his/her wish to be notified.

C. No vacancy will be filled, except on a temporary basis, within five (5) school days during the school year or within ten (10) calendar days during summer vacation, from the date the notice is posted in the school or provided to the Association members. Whenever any vacancy or new position occurs during summer months, the Superintendent shall notify all teachers who had previously given written notice of interest in such position(s), and shall also notify the Association President(s) or his/her designee. The Committee and the Association agree this timeline provides adequate opportunity for interested Association members to make application.

D. The Committee/Administration agrees in making its selection it will give due weight to the professional background and attainments of the applicant, the teaching certificates held, the length of time in the school system, and other relevant factors.

E. Each available position will be filled by the best available candidate. When comparing candidates’ qualifications, if a present staff member is equal to the best outside applicant, additional consideration will be given to the present staff member.

F. Appointments will be made without regard to race, creed, color, religion, nationality, gender, age, marital status, sexual orientation, gender identity or disability in accordance with Massachusetts State and Federal Laws.

G. Should an employee desire a voluntary transfer to another position within the schools, he/she will notify the Superintendent or Principal in writing prior to the school year in which he/she desires to be transferred.
H. Said transfer requests will be acknowledged in writing within ten (10) days of request. Should a vacancy occur, teachers requesting a voluntary transfer will be considered in accordance with Article VIII.

I. Vacancies created by the transfer under this provision will be filled at the Principal’s discretion with the Superintendent’s approval in accordance with Article VIII.

**Article IX**

**Teacher Evaluation**

Hatfield Public Schools Educator Evaluation System has been negotiated consistent with the requirements of LAW and DESE regulations. It is attached to this agreement as Appendix C.

**Article X**

**Discipline or Dismissal**

A. No Teacher will be disciplined, reprimanded, reduced in rank, or denied professional advantage without just cause. No Teacher with professional status will be dismissed without just cause. The provisions of M.G.L.c. 71, 42 will be followed regarding dismissal of teachers without professional status.

**Article XI**

**Personnel Files**

A. A teacher has the right upon request to inspect his/her personnel files and folders and make copies of such contents as concern their work or themselves. Both employer and employee have the right to have a witness in attendance at the appointed time of inspection.

B. No material derogatory to an employee’s conduct, service, character, or personality will be placed in a personnel file until the employee has had an opportunity to review such material. The employee will receive a copy of said material. The employee will acknowledge he/she has been given an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that said signature in no way indicates agreement with the contents thereof.

C. The employee will have the right to submit a written response to said material and his/her response will be attached to the file copy.

D. The administration will remove, upon request of the teacher, all derogatory material from the teacher’s personnel file after a three (3) year period provided similar materials have not been added during the stated time frame.

E. If derogatory materials are removed from an employee's personnel file, the Association acknowledges the Committee’s legal responsibility to retain said records pursuant to Massachusetts General Law.

**Article XII**

**Teacher Facilities**
A. Each school will have the following facilities:
   1. A faculty lounge
   2. A teacher work area where supplies and equipment are easily accessible. Well-lighted, clean restrooms for teachers.
   3. A telephone located in an area to ensure privacy. (Personal long distance calls may be made at the teacher’s expense.)

B. Each classroom will have the following facilities:
   1. A serviceable teacher desk and chair.
   2. A locked compartment for storage of personal items.
   3. A communication system connected with the main office.
   4. Adequate storage space for instructional materials and supplies.

---

**Article XIII**

**Paid Leaves of Absence**

A. **Bereavement**
   1. In the event of a death of a member of the immediate family, a teacher will be entitled to five (5) school days with pay for bereavement. Immediate family includes husband, wife, domestic partner, child, mother, father, father-in-law, mother-in-law, brother, sister, step-children, step-parents, step-siblings, grandfather, grandmother, and/or grandchild of the employee.
   2. In the event of a death of a member of the extended family, person who is an aunt, uncle, niece, nephew, cousin (first) or member of the teacher’s household, a teacher will be entitled to three (3) school days with pay for bereavement at the discretion of the Superintendent.

B. **Family Care Leave**
   1. A teacher may apply for family care leave to be deducted from the teacher’s accumulated sick leave up to a total of fifteen (15) days per school year. To apply, the teacher must put his/her request in writing to the Superintendent indicating the reason and number of days needed. At the time of application, the teacher is required to submit a physician’s certification that the family member, as defined below, has a serious injury, illness or health condition as defined under the Family Medical Leave Act. For purposes of this subsection only, family member shall be defined as spouse, domestic partner, parent, child, step-child, and foster child; and shall also include the following categories only if the individual resides in the teacher’s household: grandparent, grandchild, sister, brother, mother-in-law, and father-in-law. The Superintendent may require the teacher to submit a physician’s certification of the family member’s serious injury, illness or health condition in accordance with the F.M.L.A. during the course of the leave.

C. **Legal Leave**
   1. A teacher serving on Jury Duty on a work day, or reporting to the court for jury service as required by said court for any portion of a work day, will receive his/her regular rate of pay for each day served minus the amount of jury pay received from the court. Jury Duty will not interrupt the normal pay of a teacher. However, the teacher must reimburse the jury pay to the Committee.
2. Teachers will not suffer any loss of pay, sick or personal days for subpoenaed court appearances.

D. Military Leave
   1. Paid military leave will be granted according to the provisions of M. G. L. chapter 33, §59.

E. Sick Leave and Personal Leave
   1. Teachers are entitled to fifteen (15) sick leave days each year provided they are under contract for that year.
   2. First year teachers in the Hatfield School system will earn sick leave at the rate of one and one half (1 ½) days per month beginning September 1st and ending June 30th. First year teachers will be paid for sick leave only to the extent of their accumulation. However, a teacher who is not paid for such time at the end of his/her illness will be paid for such time at the end of the school year providing the sick leave has been earned.
   3. Sick leave time may be accumulated to two hundred (200) days.
   4. The Superintendent may require a teacher to submit a certificate of personal illness certified by a physician for absences over five (5) consecutive days.
   5. Personal Days. Up to two (2) days per year not deducted from sick leave, subject to approval of the Superintendent, will be granted as personal leave with pay without the need of a written reason for personal, legal, or family matters. The Superintendent will grant the request with the understanding from the teacher that this business cannot be handled at any other time than during school hours. Except in an emergency, a teacher will notify the Superintendent at least forty-eight (48) hours in advance of taking said leave. If the Superintendent determines an emergency situation exists and it is necessary for the safe and proper operation of the school he/she may refuse the request.

Upon request the Superintendent has the discretion to grant an additional personal day which will be deducted from the teacher’s annual sick leave. The denial of the superintendent of any such request will not be the subject of the grievance procedure or of the subject of arbitration.

6. Religious Days. Up to three (3) sick days may be used for specific religious holidays for which provisions are not made in the school calendar.

7. Personal days may be utilized the day before or after a holiday or a vacation. The number of teachers granted personal days on these occasions shall not exceed three (3) from Smith Academy, and three (3) from Hatfield Elementary School.

8. Personal days will not be taken on a scheduled professional development day unless approved by the Superintendent.

9. In the event that a teacher does not use any sick days during the course of the school year, the teacher will be entitled to an additional one (1) personal day the following school year, not to be deducted from sick leave.

Article XIV

Unpaid Leaves of Absence
A. All benefits a teacher was entitled to at the time his/her unpaid leave commenced, including sick leave and place on the salary schedule, will be restored to him/her upon his/her return.

B. Said teacher will be assigned to the same position he/she held at the time said leave commenced, if available. If the same position is not available, he/she will be assigned an equivalent position.

C. All requests for extensions and renewals of unpaid leaves must be applied for in writing to the superintendent. The Superintendent will approve or deny an unpaid leave in writing.
D. The School Committee, at its discretion, may add other leaves without pay, including leaves for the purpose of higher education.

E. **Family Care Unpaid Leave**
   An unpaid leave of absence of up to six months may be granted for the purpose of caring for a sick member of the teacher’s immediate family. Immediate family is defined as husband, wife, domestic partner, child, father, mother, father-in-law, mother-in-law, sister, brother, grandfather, grandmother, and/or grandchild. Intent to return to work will be made in writing within thirty (30) calendar days of the teacher’s intended return.

F. **Family and Medical Leave Act**
   Eligible teachers may receive up to twelve (12) workweeks (or twenty-six (26) weeks if leave to care for a covered service member with a serious injury, illness or health condition is also used) of unpaid leave during a twelve-month period at the time of the birth or adoption of a child; at the time of serious health condition affecting the employee or a family member; for any “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty as a member of the National Guard or Reserves, in support of a contingency operation; or to care for a covered service member with a serious injury, illness or health condition if the employee is the service member’s spouse, son, daughter, parent, or next of kin.”

G. **One Year Unpaid Leave**
   An unpaid leave of absence of up to one year may be granted by the superintendent to a teacher who has been continuously employed in the Hatfield School system for three years. Request for leave will be made in writing to the Superintendent of Schools. The teacher must notify the superintendent by February 1 of his/her intention to return the next year.

H. **Massachusetts Parental Leave Act**
   The Hatfield Public Schools agrees to comply with the provisions of the Massachusetts Parental Leave Act. Teachers desirous of obtaining such leave should contact the superintendent and/or the Association for further information regarding rights and restrictions under this law.

I. **Small Necessities Leave Act**
   The Hatfield Public Schools agrees to comply with the provisions of the Massachusetts Small Necessities Leave Act. The provisions of these laws are posted in the staff room and are available in the Superintendent’s Office.

J. **Domestic Violence Leave**
   The Hatfield Public Schools agrees to comply with the provisions of the Massachusetts Domestic Violence Leave Act. The provisions of these laws are posted in the staff room and are available in the Superintendent’s Office.

**Article XV**

**Sick Leave Bank**
The Hatfield Teachers’ Association and the Hatfield School Committee agree to create and operate a Sick Leave Bank. The Association agrees to hold the Hatfield School Committee harmless for any action or inaction in the establishment or
administration of the Sick Leave Bank and further agrees to indemnify the Committee for all damages and costs, including legal fees incurred by the Sick Leave Bank Committee in connection with any civil action or administrative proceeding involving the Sick Leave Bank. It is understood the only obligation of the Committee is to pay out sick leave to teachers from the Sick Leave Bank as directed by the Sick Leave Bank Committee.

A. Participation

1. Participation by members of the Unit represented by this Agreement shall be mandatory. Said days are to be “deposited” in the Bank.

2. New members of the bargaining unit shall be assessed one (1) day of their annual and/or accumulated sick leave as of the date they enter the Unit. Said days are to be “deposited” in the Bank.

3. Unused days in the Bank shall carry over from year to year. Should the number of days in the Bank reach the level of one hundred (100) days or less, each teacher in the bargaining unit shall be assessed one (1) day of his or her annual and/or accumulated sick leave as of the first day of the next calendar month. Said days are to be “deposited” in the Bank.

4. In the event a teacher has no annual and/or accumulated sick leave at the time of said assessment, that teacher shall be assessed the amount of days owed to the Bank the following September 1.

B. Sick Leave Bank Committee

1. A Sick Leave Bank Committee will be created on or before September 30th of each school year. It will consist of two (2) teachers selected by the Association and two (2) School Committee members or designees thereof. The Chair of the Sick Leave Bank Committee will be chosen within and by the Sick Leave Bank Committee members.

2. The Sick Leave Bank Committee will assess the need of each applicant and may grant sick leave to teachers, if the teacher or an immediate family member or a non-family member living in the employee’s household and under the care of the teacher suffering from prolonged and/or catastrophic illness or injury. Sick leave will only be granted by a majority vote of the Sick Leave Bank Committee.

3. The Sick Leave Bank Committee will make every reasonable effort to make a decision within ten (10) school days following receipt of the application.

4. The Sick leave Bank Committee will notify the applicant of its decision and, in the case of rejection of the application, will inform the applicant of the reason for its decision.

5. Any member whose application is rejected may reapply if the member has additional information. Any member whose application is rejected may appeal within ten (10) days of the decision. The appeal can be made to the Sick Leave Bank Committee with the principal as an additional member.

6. The Sick Leave Bank Committee’s decision on all applications and other matters within its jurisdiction shall be final.

7. The Sick Leave Bank Committee will issue a report to the School Committee and the Association concerning the number of days donated and the balance of days remaining in the Sick Leave Bank prior to June 15 of each school year.

C. Granting of Benefits

1. A member of the Unit who exhausts his/her individual sick leave benefits may apply for benefits from the
Sick Leave Bank.

2. Such benefits are intended for prolonged and/or catastrophic illness for the individual or an immediate family member.

3. To apply, the member must put his/her request in writing to the Sick Leave Bank Committee, c/o the Chair of the Sick Leave Bank Committee, indicating the reason and the number of days needed. The request should be made prior to the exhaustion of the member’s annual and/or accumulated sick leave.

4. The member is required to submit medical documentation and/or any other information the Sick Leave Bank Committee may deem necessary, before the application is considered by Sick Leave Bank Committee.

5. Each member is eligible to receive days of sick leave from the Bank each school year in accordance to his/her completed years of service to the Hatfield School District, and upon approval by the Sick Leave Bank Committee, as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Days Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1</td>
<td>15</td>
</tr>
<tr>
<td>2-3</td>
<td>25</td>
</tr>
<tr>
<td>4-5</td>
<td>35</td>
</tr>
<tr>
<td>6+</td>
<td>50</td>
</tr>
</tbody>
</table>

6. One additional granting of days during that same school year may be approved by the Sick Leave Bank Committee, as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Maximum Days Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1</td>
<td>15</td>
</tr>
<tr>
<td>2-3</td>
<td>25</td>
</tr>
<tr>
<td>4-5</td>
<td>35</td>
</tr>
<tr>
<td>6+</td>
<td>50</td>
</tr>
</tbody>
</table>

**Article XVI**

**Substitute Teachers**

A. Every effort will be made to provide substitute teachers for all areas of instruction, including specialists, and the nurse.

B. In cases where a regular substitute teacher is not available and a regular teacher serves as a substitute during his/her non-teaching time, said teacher will be paid a stipend for each period. The stipend is as follows: $28.

C. The principal or designee of the school will make substitute teaching assignments. Teachers will be limited to one period per day.
Article XVII

Student Teachers
A. The Committee agrees acceptance of a student teacher by a full time faculty member will be on a voluntary basis.

Article XVIII

Personal Injury Benefits
A. Whenever a teacher is absent from school as a result of an illness for which Worker’s Compensation is awarded, the teacher will be paid a regular salary, less the amount received under Worker’s Compensation insurance for the period of such absence and such absence will be charged to accumulated sick leave to the extent that sick leave is required to pay the difference between the compensation award and the teacher’s regular rate of pay.

B. Teachers will be reimbursed for any clothing damaged in an assault or accident occurring in the course and scope of his/her employment, except where the teacher’s clothing is damaged because of his/her failure to wear appropriate protective clothing when usually expected. Example: Acid burns in the laboratory when rubber apron is not worn.

Article XIX

Indemnification
A. If criminal or civil proceedings are brought against a teacher alleging that he/she committed a wrong in connection with his/her employment, the Committee will indemnify the teacher in accordance with M. G. L. Chapter 258.

Article XX

Criminal Offender Record Information (CORI) Checks
The following applies to criminal record information (CORI) checks pursuant to Chapter 385 of the Acts of 2002:

CRI checks will be conducted once every three (3) years for employees, or more often with reasonable cause.

1. A copy of the CORI report will be available to the employee. If the CORI report shows any activity, a copy will be sent to the employee.

2. All CORI reports will be maintained in the Superintendent’s office in separate confidential files.

3. The Superintendent or other administrator in his/her central office designated by the Superintendent and cleared by the Criminal History Systems Board will be the only persons authorized to request and review CORI checks.

4. Any disciplinary action taken as a result of CORI checks will be in accordance with the Agreement and/or the law.

National Fingerprint-Based Criminal Records Information (CHRI)
In accordance with “An Act Relative to the Background Checks” All educators must submit to a National Fingerprint-Based Criminal Records Information (CHRI). Storage and destruction of such national background information shall be in accordance with State and Federal Law. Based on the results of the CHRI the District will make a suitability determination. The District will take the following steps prior to making a final adverse determination:

1. Provide the individual with a copy of his/her CHRI used in making the adverse decision;
2. Provide the individual with a copy of this CHRI Policy
3. Provide the individual with the opportunity to complete or challenge the accuracy of his/her CHRI; and
4. Provide the individual with information on the process for updating, changing, or correcting CHRI.

**Article XXI**

**Prohibition Against Strikes**

A. The Association agrees to adhere to the dictates of M. G. L. Chapter 150E. Sec. 9A.

B. The Association will not induce, encourage, condone, or engage in a strike, work stoppage, slowdown, or withholding of services.

**Article XXII**

**Reduction in Force**

In the event it becomes necessary to terminate or reduce the hours of an employee due to economic cause, declining enrollment or reorganization, the following procedure will apply:

A. **Conditions**
   1. This provision shall apply only to teachers with professional teacher status who are full and regular part-time employees and shall only apply when no hearing is mandated under M.G.L., c.71, s. 40-45.
   2. No teacher with professional status will be laid off or reduced in hours pursuant to Massachusetts General Laws, chapter 71, Section 42 if there is a teacher without professional status for whose position the covered teacher is currently certified or if there is a less qualified teacher with such status holding the same or similar position for which the covered employee is currently certified pursuant to C. 71 s. 38G MGL.
   3. No teacher with professional teacher status shall be displaced by a more senior teacher with such status unless the more senior teacher is currently certified pursuant to C. 71 s. 38G MGL and is at least as qualified for the position as the junior teacher holding the position.
   4. The Administration will determine which subject, grade level, position or areas will be affected.
   5. The Administration will determine the number of hours a teacher would work pursuant to this Article.

B. **Procedure**
   1. When staff reductions are necessary the Administration will consider the length of service, ability, and qualifications, and indicators of job performance including overall ratings resulting from comprehensive evaluations conducted consistent with C. 71 s. 38 MGL and the best interest of the students in the school or district. In considering evaluation ratings, no distinction shall be made between performance ratings of proficient and exemplary. The number of summative evaluations compared will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the target license area. When all factors that constitute ability, and qualifications, indicators of job performance and the best interest of the students in the school or district are relatively equal, length of continuous service will prevail.
   2. For the purpose of this Article, length of service will mean the actual service in days, months, and years from the most recent date of continuous hire. any time on approved leave of any kind will be counted in length of service.
   3. A teacher will provide a copy of his/her certification(s) to the Superintendent by July 1st of each year.
C. **Employee Response**

1. A teacher whose position is reduced or eliminated may transfer into an open position for which he/she is certified and qualified at the time of actual separation.

2. If an open position is not available, a teacher may replace another teacher with lower seniority in the Hatfield School system for which he/she is certified and is at least as qualified as the junior teacher holding the position. To exercise this option, the employee must have more seniority as defined herein than the teacher replaced. A teacher claiming a position according to the provisions of this paragraph and of Section A. 3 above must notify the Superintendent of his/her intention to do so, in writing within thirty (30) calendar days after the date or postmark of his/her termination notice.

D. **Notification**

A teacher whose services will be terminated/reduced at the end of the school year will be notified not later than June 15th and whenever possible prior to April 15th.

E. **Scheduling**

1. Reasonable effort will be made to provide scheduling continuity for teachers with reduced hours; however, the final determination regarding schedules will be made by the Administration. Teachers with reduced hours may have a partial schedule every day or a full schedule on certain days.

2. At the secondary level: one teaching period will constitute twenty-percent (20%), two teaching periods will constitute forty-percent (40%), three teaching periods will constitute sixty-percent (60%), four teaching periods will constitute eighty-percent (80%), five teaching periods will constitute one hundred-percent (100%), as long as teacher assignments continue to be the five periods per day. If the regular number of assignments are changed, the pro-ration contained in this section will be adjusted accordingly.

3. At the elementary level, teacher’s hours will be based on a percentage of the total length of the school day to the nearest one-tenth exclusive of the duty-free lunch.

F. **Recall**

1. A teacher reduced/laid off in accordance with this provision will have recall rights for two (2) years. Such years will commence with his/her actual date of separation, which will be August 1st of the year of separation. Should an open position occur during the recall, a teacher who has recall rights and is certified for the position will be notified by certified letter, return receipt requested, sent to the last address on file with the Superintendent.

2. A teacher who fails to notify the Superintendent within fifteen (15) working days of the date of the letter received will forfeit all recall rights. If there is more than one teacher who has recall rights, the position will be offered to the most senior and qualified teacher on lay-off and then in descending order of seniority.

3. If employees are of equal seniority, the employee with the higher degree status or courses beyond the degree status, within a teacher’s certification, will be considered the most senior teacher for the purposes of recall rights.

4. Upon re-employment a teacher will be restored to all benefits he/she would have had at the time of his/her effective date of separation.

5. A teacher on recall may continue group health and life insurance coverage during the recall period as provided by the Committee to members of the bargaining unit by reimbursing the Town Treasurer for full premium cost. Refusal to return to employment upon recall will terminate this option.
Article XXIII

Insurance

A. For each employee the Committee will pay fifty percent (50%) of the premium on:
   1. Life Insurance - $5,000.00 (or Town rate) renewable term insurance
   2. Accidental death and dismemberment - $5,000.00 (or Town Rate)

B. For each employee the Committee will pay fifty percent (50%) of the cost of any medical insurance plan offered by the Town. In the event that the Town (Board of Selectmen) changes the employee contribution rate, this Agreement will be updated in accordance with such changes.

Article XXIV

Deductions

A. The Committee will provide authorized payroll deductions on behalf of teachers for any and all of the following purposes:
   1. Association dues:  
      - Hatfield Teachers’ Association
      - Massachusetts Teachers’ Association
      - National Education Association
   2. Premiums for the Town of Hatfield’s Employees’ Group Insurance
   3. Premiums under any annuity contract purchased by a teacher

B. Requests for deductions must be made prior to September first of any year. Deductions will commence in the first pay period of September of that same year, if possible. If not possible, deductions will commence during the second pay period.

Article XXV

Pay Checks

A. Payroll checks/direct deposit receipts will be distributed in individual envelopes.

B. During the school year, teachers have the option to receive payroll checks/direct deposit receipts from the Administrative Assistant or the U. S. Postal Service.

C. Payroll checks/direct deposit receipts will be distributed the day they are received from the Hatfield Treasurer’s Office. If a Teacher is not available, arrangements may be made with the Administrative Assistant.

D. During the summer months payroll checks/direct deposit receipts will be mailed unless other arrangements are made with the Administrative Assistant.

E. No payroll check/direct deposit receipt will be held past the distribution day unless previous arrangements have been made with the Administrative Assistant.

F. Teacher’s pay will be available on 26 week cycle.
Article XXVI

Travel Allowance
A teacher who is required to use an automobile in his/her work will be compensated at the Town rate for such travel.

Article XXVII

Hatfield Teachers' Association -- Rights, Responsibilities, and Privileges
A. Neither the Association nor the Committee will discriminate against any teacher on the basis of race, creed, color, religion, political activity, age, nationality, gender, sexual orientation, gender identity, marital status, pregnancy or pregnancy related conditions, handicap, membership or non-membership in its activities in accordance with Massachusetts State and Federal Law.

B. The Committee will take no reprisals against any teacher by reason of his/her membership in, or legal activities for the Association.

C. The Committee will take no reprisals against any person eligible for membership in the Association.

D. The Association will not conduct any of its business at time which interferes with the performance of professional duties.

E. The Association will not conduct any Committee-Association activities on school time. If conciliation and arbitration proceedings are scheduled when school is in session, the Committee will allow reasonable time for travel.

F. The Committee will provide a bulletin board in the faculty room of each building for the exclusive display of Association materials.

G. The Association may use school buildings at reasonable times without cost provided such use does not require additional expense. Arrangements will be made with the building principal.

H. The Association will furnish the Superintendent with a list of its current officers.

I. Copies of the Committee agenda and copies of minutes will be made available to the Association as soon as they are available in the Superintendent's Office.

J. Copies of this agreement will be made. The cost of the copies will be shared equally.

K. The Superintendent will immediately inform the Association in writing of any new bargaining unit hires.

Article XXVIII

Saving Clause
A. In the event any provision of this agreement is or shall be contrary to the laws of the Commonwealth of Massachusetts or the Constitution of the United States, all other provisions of this agreement will continue in effect. In the event any provision is held invalid, the parties affected thereby enter into the immediate collective bargaining
negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of the invalidity.

B. This agreement constitutes Committee policy in respect to Teachers’ wages, hours, and other conditions of employment and the Committee will carry out the directives contained herein.

Article XXIX

Retirement

A. Teachers who retired with at least fifteen (15) years of service to the Hatfield School Department will be compensated for the total value (at a per diem rate) of ten percent of unused sick leave up to a maximum of two hundred days and a total dollar amount of $5,400.00, provided the Superintendent of Schools receive the teacher’s notice of Intent to Retire, in writing, prior to February 1st of the school year preceding the year of retirement. For example, for a retirement date of July 1, 2016 notice must be given no later than February 1, 2015.

B. If the notice provided for above is not received, payment will be delayed from the fiscal year of retirement to the next fiscal year for which the School Committee can budget said payment.

Article XXX

Tuition Waiver

The Hatfield School Committee agrees to waive tuition for each child (natural, adopted, step) residing in the household of a non-resident teacher. This waiver is not to exceed the average per-pupil cost per year in the system. Prior to seeking initial admission of a non-resident child/children, and annually thereafter, each non-resident teacher shall apply for all available School Choice vacancies in the Hatfield Public Schools. For the purposes of prior sentence, non-resident teacher shall include all teachers residing in the Commonwealth of Massachusetts who do not reside in the Town of Hatfield.

Article XXXI

Non-Discrimination

The School Committee recognizes the right of individuals to work and advance on the basis of merit, ability, and potential without regard to race, sex, color, disability, religion, national origin, gender identity, pregnancy or pregnancy related conditions, sexual orientation, or age. Non-discrimination and equal opportunity are the policy of the School Committee in all of its employment programs and decisions.

The foregoing agreement was reached by the undersigned and submitted for signatures:

In witness thereof, the parties set their hands and seal this ____________ day of October, 2019.

23
FOR THE ASSOCIATION:  

__________________________  

__________________________  

__________________________  

__________________________  

__________________________  

__________________________  

__________________________  


FOR THE SCHOOL COMMITTEE:  

______________________________  

______________________________  

______________________________  

______________________________  

______________________________  

______________________________  


FOR THE TOWN OF HATFIELD:  

______________________________
Appendix A

Salary Schedules

General

- The placement of each teacher on a specific column and step of the salary schedule is based on the teacher’s original placement when hired.

- All teachers will be allowed to advance one vertical step each year for experience.

- All college/university level coursework must be completed at an accredited institution. (ex. NEASCCHIE or The US Dept. of Education, [http://www.ed.gov/accreditation](http://www.ed.gov/accreditation))

- Programs and Courses need to be focused upon educationally related context (ex. Course EDUC 676) and approved by the Superintendent.

- Graduate credits referenced in this document are “semester” credits. Should a teacher bring in “quarter” credits, the conversion is three quarter credits for two semester credits.

- Teachers who intend to move laterally on the salary schedule must provide the superintendent with written notice by January 1 of the school year preceding the movement. Verification of completed coursework for said lateral movement must be provided to the district office no later than August 31 of the year in which the movement is to take place.

- When considering lateral placement and college credit, it is assumed that teachers will take graduate level coursework. For lateral movement on the pay scale, teachers must obtain prior approval from the Superintendent to use undergraduate coursework or credit hours as described under the Hatfield Credit Hours Document.

- Institutions of Higher Education are not subject to identical regulations as Massachusetts Public Schools. Therefore, programs of study and degree requirements/awards are at the discretion of the awarding institution. These changes are not automatically recognized by the HPS as valid. The lanes and academic awards/degrees are interrupted by the HTA and HPS as such:

  - BA or BS (Program of study consisting of 115-130 credits)
  - Masters (Program of study consisting of 25-40 credits)
  - Masters + 15 credits (15 graduate level credits awarded post Masters Degree)
  - Masters Degree +30 (30 graduate level credits awarded post Masters Degree)
  - Masters Degree +45 (45 graduate level credits awarded post Masters Degree)
  - Doctoral Degree (Ph. D. or Ed. D)
2019 - 2022 Salary Schedules

A. Six salary columns are identified for these schedules:
   B        M
   M+15     M+30
   M+45     DOC

B. Any teacher who has previously moved to the discontinued B+45 column, without having earned a Master's degree, is grandfathered in this column (i.e. MA).

C. Longevity. For the 2019-2020 school year, any teacher who has served in the district shall receive annual longevity in accordance with the following:

   14-18 years - $500.00
   19-23 years - $750.00
   24+ years - $1,000.00

For the 2020-2021 school year, any teacher who has served in the district shall receive annual longevity in accordance with the following:

   13-17 years - $500.00
   18-22 years - $750.00
   23+ years - $1,000.00
## 2019-2020 Salary Schedule

<table>
<thead>
<tr>
<th>STEP</th>
<th>BA</th>
<th>MA</th>
<th>MA+15</th>
<th>MA+30</th>
<th>MA+45</th>
<th>DOC</th>
</tr>
</thead>
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<td>$47,719.65</td>
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<td></td>
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<td>$73,288.94</td>
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<tr>
<td>12</td>
<td></td>
<td>$65,264.54</td>
<td>$68,502.30</td>
<td>$71,902.70</td>
<td>$75,470.06</td>
<td>$79,969.11</td>
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<tr>
<td>13</td>
<td></td>
<td>$67,208.70</td>
<td>$70,542.32</td>
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<td>$77,720.12</td>
<td>$82,352.73</td>
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</table>

**Note:** +$500 then +2.5% across the wage scale. Step 1 was removed. No double step movement as a result of the dropped step. i.e. an employee will remain on the same step number and receive the same step increase which would have been received if the bottom step had not been removed.

## 2020-2021 Salary Schedule

<table>
<thead>
<tr>
<th>STEP</th>
<th>BA</th>
<th>MA</th>
<th>MA+15</th>
<th>MA+30</th>
<th>MA+45</th>
<th>DOC</th>
</tr>
</thead>
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<td>$43,353.86</td>
<td>$47,989.67</td>
<td>$50,363.33</td>
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<td>$55,470.56</td>
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<tr>
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<td>$62,314.42</td>
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<tr>
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<tr>
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<td>$62,368.53</td>
<td>$66,078.06</td>
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<tr>
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<td>$66,133.26</td>
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<tr>
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<td>$84,411.55</td>
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</table>

27
**Note:** +2.5% across the wage scale. Step 1 was removed. No double step movement as a result of the dropped step. i.e. an employee will remain on the same step number and receive the same step increase which would have been received if the bottom step had not been removed.

**2021-2022 Salary Schedule**

<table>
<thead>
<tr>
<th>STEP</th>
<th>BA</th>
<th>MA</th>
<th>MA+15</th>
<th>MA+30</th>
<th>MA+45</th>
<th>DOC</th>
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</thead>
<tbody>
<tr>
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</table>

Note: +2.75% across the wage scale.
## Extra-Curricular Activities

### Step 1 1-3 years  
Step 2 4-6 years  
Step 3 7-9 years

<table>
<thead>
<tr>
<th>Activity</th>
<th>Varsity</th>
<th>JV</th>
<th>Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basketball</td>
<td>$4,682</td>
<td>$3,277</td>
<td>$2,341</td>
</tr>
<tr>
<td>Field Hockey</td>
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<td>$2,258</td>
<td>$1,613</td>
</tr>
<tr>
<td>Soccer</td>
<td>$3,225</td>
<td>$2,258</td>
<td>$1,613</td>
</tr>
<tr>
<td>Baseball</td>
<td>$3,225</td>
<td>$2,258</td>
<td>$1,613</td>
</tr>
<tr>
<td>Softball</td>
<td>$3,225</td>
<td>$2,258</td>
<td>$1,613</td>
</tr>
<tr>
<td>Golf</td>
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<td>$2,258</td>
<td>$1,613</td>
</tr>
<tr>
<td>Cheerleading</td>
<td>$2,601</td>
<td>$1,821</td>
<td>$1,301</td>
</tr>
</tbody>
</table>

### Game Site Supervisor

<table>
<thead>
<tr>
<th>Activity</th>
<th>Varsity Game Official Fee</th>
<th>JV Varsity Game Official Fee</th>
<th>Middle School Varsity Game Official Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Events Manager</td>
<td>$1,665</td>
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<td>$1,873</td>
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<tr>
<td>Basketball Timer</td>
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<td>$1,457</td>
<td>$1,561</td>
</tr>
<tr>
<td>Basketball Scorer</td>
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<td>$1,457</td>
<td>$1,561</td>
</tr>
</tbody>
</table>

For purposes of Appendix B, continuous years of service in the same coaching position in Hatfield Public Schools shall be used to determine step placement.
Those coaches presently receiving a longevity incentive for 5 consecutive years of service will continue to receive that benefit for as long as they coach that sport.

Longevity incentive of $100.00 will be provided at ten (10) consecutive years of service in the same position and an additional $100.00 payment for every additional five (5) year increment.

**Activities**

1. Written performance expectations for activity advisors/directors will be provided by the principal.
   a. All activities offered at Smith Academy shall support students academically or in a civic manner. Approval of activities will ultimately be left to the principal’s discretion. Activity request forms will outline what is expected of academic/service learning-focused programs. Activity advisors will be required to explain/justify their activity within the context outlined by the set-forth requirements.
   b. The principal will determine, after consultation with the activity advisor/director, the category/level at which the activity will be offered and the number of students to be enrolled in that activity.

2. Appointment will be made annually following posting and receipt of applications for positions from interested parties.

3. The principal will meet with each activity advisor/director at least once per semester to review plans for activities. Students are to be considered for involvement where applicable.

4. Annual evaluation of advisors and the effectiveness of each club or activity will be conducted by the Principal.

5. Any teacher may be requested to accept or may request to be assigned one (1) or more of the following extra-curricular duties. No teacher shall be assigned such extra duties against his/her will.

The following salary differentials will be paid for extra-curricular duties indicated:

**X-Blocks – Smith Academy**

*2019 – 2022*

<table>
<thead>
<tr>
<th>Prep Required (yes / no)</th>
<th>Category 1</th>
<th>Category 2</th>
<th>Category 3</th>
<th>Category 4</th>
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</thead>
<tbody>
<tr>
<td>Total Hours Per Week</td>
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<td>2</td>
<td>2</td>
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<table>
<thead>
<tr>
<th>Compensation</th>
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<tr>
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</tr>
<tr>
<td>$1,148</td>
</tr>
<tr>
<td>$1,436</td>
</tr>
</tbody>
</table>

If an activity will be for one-half year, the rate will be 50% of the yearly compensation.
If an activity will be for one-quarter year, the rate will be 25% of the yearly compensation.
### Additional Advising

<table>
<thead>
<tr>
<th></th>
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<tr>
<td>Class Advisors</td>
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<tr>
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<tr>
<td>Grade 9, 10</td>
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<td>Grade 11</td>
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<td>Grade 12</td>
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<tr>
<td>Trip Chaperones - overnight</td>
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<td>$63 per day</td>
<td>$63 per day</td>
</tr>
<tr>
<td>Graduation Advisor</td>
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<td>$313</td>
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<td>Yearbook</td>
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<td>$3,140</td>
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<td>$459</td>
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<td>$3,060</td>
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<td>Smith Academy Musical Producer</td>
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<td>$3,060</td>
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<tr>
<td>Athletic Director</td>
<td>$15,683</td>
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<td>$16,517</td>
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<td>$1,319</td>
</tr>
<tr>
<td>Tier 1 Mentor</td>
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<td>$1,319</td>
</tr>
<tr>
<td>Tier 2 Mentor</td>
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<td>$659</td>
<td>$659</td>
</tr>
<tr>
<td>Chemical Supply Manager</td>
<td>$563</td>
<td>$563</td>
<td>$563</td>
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</tbody>
</table>
Appendix C
Hatfield Public Schools Educator Evaluation System

1) Purpose of Educator Evaluation
A. This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
B. The regulatory purposes of evaluation are described in M.G.L. c.71, §38 and 603 CMR 35.00.

2) Definitions
A. Most terms used in this Appendix are defined in 603 CMR 35.02. In addition to those terms, this Agreement recognizes the following:
B. Types and Roles of Evaluators
i. Primary Evaluator: Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings. The Primary Evaluator shall be the person who determines the Educator’s performance ratings and evaluation.
ii. Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
iii. Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.
iv. 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.
C. Observations
i. Video observation will only occur if requested by the educator. The parties agree to bargain the protocols of video observations should the educator request such practice.
ii. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed
necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

D. Parties: The parties to this agreement are the Hatfield School Committee and the Hatfield Teachers’ Association.

3) Evidence Used in Evaluation

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

A. For educators responsible for direct instruction, multiple measures of student learning, growth, and achievement, which shall include:
   i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
   ii. Measures of student progress on learning goals set between the educator and evaluator for the school year;
   iii. Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment.
   iv. Common assessments of student learning, growth, and achievement.

B. For educators whose primary role is not as a classroom teacher, the appropriate measures of the educator’s contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator’s role and responsibility.

C. Judgments based on observations and artifacts of professional practice, including but not limited to:
   i. Unannounced observations of practice
   ii. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
   iii. Examination of Educator work products.
   iv. Examination of student work samples.

D. Additional evidence relevant to one or more Performance Standards, including, but not limited to:
   i. Evidence compiled and presented by the educator including:
   ii. Evidence of fulfillment of professional responsibilities and growth, such as: self-assessments; peer collaboration; professional development linked to goals and or educator plans; contributions to the school community and professional culture;
   iii. Evidence of active outreach to and ongoing engagement with families.
   iv. Student feedback (with respect to teachers and support personnel) collected by the district.
   v. Any other relevant evidence from any source that the evaluator shares with the educator. Other relevant evidence could include information provided by other administrators such as the superintendent. Any identified source needs to be agreed by both parties and consistent for all Educators. Employees must be informed of source before summative evaluation.

4) Rubric

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district will use the rubrics provided by DESE.

5) Evaluation Cycle: Annual Orientation

At the start of each school year, the superintendent, or principal or designee trained in the evaluation procedure shall conduct a meeting for all Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee trained in the evaluation procedure 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. Provide the content of this meeting in digital format to facilitate orientation of Educators hired after the beginning of the school year.

6) Evaluation Cycle: Training
By November 1st 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 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by DESE and feedback from district educators. The district will provide time for these professional learning activities during the annual orientation, district-directed curriculum days and/or faculty meetings.

7) Evaluation Cycle: Self-Assessment
A. Completing the Self-Assessment
   i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
   ii. The self-assessment includes:
       a. An analysis of evidence of student learning, growth and achievement for students under the Educator’s responsibility.
       b. An assessment of practice against each of the four Performance Standards of effective practice using the district’s rubric.
       c. Proposed goals to pursue:
          1. At least one goal directly related to improving the Educator’s own professional practice.
          2. At least one goal directed related to improving student learning.

B. Proposing the goals
   i. Educators may consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
   ii. For Educators in their first year of practice, the Evaluator or his/her designee trained in the evaluation procedure will meet with each Educator by October 1st (or within four weeks of the Educator’s first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
   iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.
   iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
   v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may 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; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator’s self-assessment and other sources that Evaluator shares with the Educator.

C. Educator Plan Development Meetings shall be conducted as follows:
   i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
   ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
   iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

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
A. The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
B. The Educator shall have at least two 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. An additional unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator.
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. An additional unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator.
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 shall there be less than one announced and four unannounced observations over the course of the school year. An additional announced and/or unannounced observation will occur within a reasonable period of time if requested by the Educator or Evaluator.

11) Observations
The Evaluator’s first observation of the Educator should take place by November 15th. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.
The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. All indicators will be included in the summative evaluation. The primary focus of the observations will be on the indicators and elements agreed-upon in the educator plan but not limited to these. Observations will not occur on the day before or after a vacation period.

A. Unannounced Observations
i. Unannounced observations may be in the form of partial (at least 10 minutes) or full-period classroom visitations by the Evaluator. The evaluator will document the observation at the time of the observation.

ii. The Educator will be provided with at least brief written feedback from the Evaluator within 5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator’s mailbox or mailed to the Educator’s home. A follow-up face-to-face conversation will be held within five (5) days after the written feedback at the request of the Educator or the Evaluator.

iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days and accompanied with feedback that:

1st: Describes the basis for the Evaluator’s judgment.
2nd: Describes actions the Educator should take to improve his/her performance.
3rd: Identifies support and/or resources the Educator may use in his/her improvement.
4th: States that the Educator is responsible for addressing the need for improvement.

The Evaluator and Educator shall agree on a timeline for actions the Educator will take and follow-up assessment by the Evaluator.

B. Announced Observations
i. All non-PTS Educators, PTS Educators on Improvement Plans, and other educators at the request of the Educator and/or the Evaluator shall have at least one Announced Observation.

ii. The Educator and Evaluator together shall select the date and time of the lesson or activity to be observed and discuss any specific goal(s) for the observation. The Evaluator will make the final decision on goals.

iii. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Educator and Evaluator 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.

1st: 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.

2nd: 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.

iv. 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.

v. 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:

1st: Describe the basis for the Evaluator’s judgment.
2nd: Describe actions the Educator should take to improve his/her performance.
3rd: Identify support and/or resources the Educator may use in his/her improvement.
4th: State that the Educator is responsible for addressing the need for improvement.

The Evaluator and Educator shall agree on a timeline for actions the Educator will take and follow-up assessment by the Evaluator.

12) Evaluation Cycle: Formative Assessment
A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice as set forth in the Educator Plan.

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

C. The Formative Assessment Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, with primary focus on the Educator Plan.

D. No less than two weeks before the due date for the Formative Assessment Report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the educator’s performances against the four Performance Standards.

E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

F. The Evaluator shall complete the Formative Assessment Report and provide a copy to the Educator. All Formative Assessment Reports must be signed by the Evaluator and delivered to the Educator through evaluation software, email, or face-to-face. In the case of electronic communications, the Evaluator will confirm that the Educator received the report prior to the five day deadline for the Educator’s signature and/or response.

G. The Educator may reply in writing to the Formative Assessment Report within 5 school days of receiving the report. The Educator may amend their response after submitting it, until the end of their current evaluation cycle.

H. 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.

I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan after a discussion with the Educator about the specific goals of these activities and resources available to support the Educator.

J. 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

A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation Report near the end of the first year of the two year cycle. The Educator’s performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating unless the Educator is already on a Directed Growth or Improvement Plan with a minimum duration of one year, in which case the Educator may be moved only to a less restrictive plan.

B. The Formative Evaluation Report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, with primary emphasis on the Educator Plan. A face to face meeting will occur within 5 school days when requested by either party.
C. No less than two weeks before the due date for the Formative Evaluation Report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator’s performance against the four Performance Standards.

D. 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 to the Educator through evaluation software, email, or face-to-face. In the case of electronic communications, the Evaluator will confirm that the Educator received the report prior to the five day deadline for the Educator’s signature and/or response.

E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

F. The Educator may reply in writing to the Formative Evaluation Report within 5 school days of receiving the report. The Educator may amend their response after submitting it, until the end of their current evaluation cycle.

G. The Educator shall sign the Formative Evaluation Report by 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.

H. As a result of the Formative Evaluation Report, the Evaluator may change the activities in the Educator Plan after a discussion with the Educator about the specific goals of these activities and resources available to support the Educator.

14) Evaluation Cycle: Summative Evaluation

A. The evaluation cycle concludes with a Summative Evaluation Report. For Educators on a one or two year Educator Plan, the Summative Evaluation Report must be written and provided to the Educator by May 15th.

B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator’s professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

C. The professional judgment of the Primary Evaluator shall determine the overall summative rating that the Educator receives.

D. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the primary basis for a summative evaluation rating.

E. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

F. No less than four weeks before the due date for the Summative Evaluation Report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator’s performance against the four Performance Standards.

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

H. The Evaluator shall deliver a signed copy of the Summative Evaluation Report to the Educator through evaluation software, email, or face-to-face no later than May 15th. In the case of electronic communications, the Evaluator will confirm that the Educator received the report prior to the June 15th deadline for the Educator’s signature and/or response. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

I. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or Evaluator requests such a meeting. The meeting shall occur by June 10th or no less than 5 days before the end of the school year.
J. 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.

K. 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.

L. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation Report. The Educator may amend their response after submitting it, until the end of their current evaluation cycle.

M. A copy of the signed final Summative Evaluation Report shall be filed in the Educator’s personnel file.

15) Educator Plans – General

A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

B. The Educator Plan shall include, but is not limited to:
   i. At least one goal related to improvement of practice tied to one or more Performance Standards;
   ii. At least one goal for the improvement of the learning, growth and achievement of the students under the Educator’s responsibility;
   iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs. The District must provide material support for actions included in the plan at the suggestion of the Evaluator.

C. It is the Educator’s responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

A. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.

B. The Educator shall be evaluated at least annually.

17) Educator Plans: Self-Directed Growth Plan

A. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

B. A One-year Self-Directed Growth Plan is for also for Educators with PTS who have an overall rating of proficient or exemplary; Evaluators justify the judgement to place an Educator on a One-year rather than Two-year Self-Directed Growth Plan based on collected evidence of educator performance.

18) Educator Plans: Directed Growth Plan

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

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

C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10th.

D. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle. The Educator may be moved
back to a Self-Directed Growth Plan at any time that the Evaluator is satisfied that the Educator has demonstrated proficiency in target areas.

E. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle. However, the Educator may not be moved to an Improvement Plan sooner than one year from the start of the Directed Growth Plan.

19) Educator Plans: Improvement Plan

A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins. An Educator who has been moved to an Improvement Plan from a Directed Growth plan shall have an Improvement Plan with a minimum duration of 90 school days. In general, Educators shall not be moved from a Self-Directed Growth Plan directly to an Improvement Plan, but if the Evaluator determines that the evidence warrants such a move, the Improvement Plan must have a minimum duration of one school year. The purpose of these minimum durations is to allow the Educator to complete recommended activities and demonstrate improvement.

C. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

D. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator, unless special circumstances warrant otherwise.

E. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

F. The Improvement Plan process shall include:

i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include specific assistance to the Educator.

ii. The Association will be notified and the Educator may have a representative of the Hatfield Teachers’ Association attend the meeting(s).

G. The Improvement Plan shall:

i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

ii. Describe the activities and work products the Educator must complete as a means of improving performance;

iii. Describe the assistance that the district will make available to the Educator, including material support for proposed activities;

iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;

v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,

vii. Include the signatures of the Educator and Supervising Evaluator.

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

I. The Evaluator will make a decision on the Educator’s status at the conclusion of the Improvement Plan.
J. 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:

i. 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.

ii. In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

iii. In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

iv. 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**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent, principal or designee trained in the evaluation procedure meets with evaluators and educators to explain evaluation process</td>
<td>September 15</td>
</tr>
<tr>
<td>Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals</td>
<td>October 1</td>
</tr>
<tr>
<td>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)</td>
<td>October 15</td>
</tr>
<tr>
<td>Evaluator completes Educator Plans</td>
<td>November 1</td>
</tr>
<tr>
<td>Evaluator completes first observation of each Educator</td>
<td>November 15</td>
</tr>
<tr>
<td>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</td>
<td>January 5*</td>
</tr>
<tr>
<td>Evaluator completes mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans</td>
<td>February 1</td>
</tr>
<tr>
<td>Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator</td>
<td>February 15</td>
</tr>
<tr>
<td>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</td>
<td>April 20*</td>
</tr>
</tbody>
</table>
Evaluator completes observations | May 1st
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 1
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt | June 10 or at least 5 days before the end of the school year

A. Educators with PTS on Two Year Plans

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completed By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluator completes observation(s)</td>
<td>May 1st of year 2</td>
</tr>
<tr>
<td>Evaluator completes Formative Evaluation Report</td>
<td>June 1 of Year 1</td>
</tr>
<tr>
<td>Evaluator conducts Formative Evaluation Meeting, if any</td>
<td>June 1 of Year 1 *</td>
</tr>
<tr>
<td>Evaluator completes Summative Evaluation Report</td>
<td>May 15 of Year 2</td>
</tr>
<tr>
<td>Evaluator conducts Summative Evaluation Meeting, if any</td>
<td>June 10 of Year 2 or at least 5 days before the end of the school year *</td>
</tr>
<tr>
<td>Evaluator and Educator sign Summative Evaluation Report</td>
<td>June 15 of Year 2 or at least 5 days before the end of the school year</td>
</tr>
</tbody>
</table>

*Educators can exercise the option to have either their formative evaluation meeting or summative evaluation meeting held during the summer break at a mutually agreed upon time. The educator would have to request this in writing to the evaluator no later than May 1st.

B. Educators on Plans of Less than One Year
i. The timeline for educators on Plans of less than one year, or for plans that do not start at the beginning of the academic year, will be established in the Educator Plan.

21) Career Advancement
A. In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall
on the most recent evaluation shall confer with the superintendent by May 1. The principal’s decision is subject to review and approval by the superintendent.

B. In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.

22) Using Student feedback in Educator Evaluation
Educators will establish an age-appropriate method for seeking student feedback prior to the end of the current educator plan. The Educator will inform students that identifying themselves on the feedback mechanism is optional. The feedback will be used solely by the Educator to inform self-assessment and goal-setting. Upon request, Educators will explain how student feedback informed their self-assessment and goals.

23) Using Staff feedback in Administrator Evaluation
All educators are ensured the opportunity to provide feedback on administrators in a manner that ensures the confidentiality of the educator.

24) General Provisions
A. Only Educators who are licensed and serving as administrators may serve as evaluators of Educators. The Evaluator may be the Superintendent, Deputy Superintendent, Principal, Assistant Principal, Director of Special Services and/or Curriculum Director, but the Principal will make the final determination.

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 DESE (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 Superintendent to discuss the disagreement. Should the Educator request such a meeting, the Superintendent must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

E. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.

F. One staff meeting will be designated to writing this plan at the start of each school year in September. One staff meeting will be used each spring to review and reflect upon educator plans. The Principal may elect to provide time during district-directed curriculum days or professional days for such purposes instead, provided they occur around the same time of year and the time provided is of a similar duration.
Program Goals, Expectations and Responsibilities
HATFIELD PUBLIC SCHOOLS

Introduction

The Hatfield Public Schools community is committed to establishing and supporting a professional culture that promotes effective teamwork as well as a collegial atmosphere. The academic achievement of students who attend the Hatfield Public Schools is a testament to the success of this teamwork. While most teachers remain in Hatfield for a long period of time, teachers new to our system can expect a welcoming environment in which support and opportunities to share ideas and expertise are readily available.

Program Goals

Student achievement will be enhanced by the following:

- Teacher learning and development will be actively supported.
- New and veteran teachers will improve the quality of their teaching through formal and informal collaboration.
- New teachers will be given professional and emotional support to reduce the inevitable stress of a new teaching responsibility.
- New teachers will be provided with curriculum guidance and resources.
- New teachers will be given task- and problem-focused support, including guidance throughout the evaluation process.
- Mentors and support team members will model and guide reflective practice to enable new teachers to develop proficiency in problem analysis and action planning.

Orientation Program

When a new teacher is hired, veteran teachers are usually included in the interview and hiring process. This provides a familiar face and name for the new teacher to connect with immediately. The district administration provides new teachers with the following information during the summer prior to their employment: staffing, policies, procedures, curriculum, materials, classroom locations, and names of teachers/educators willing to offer guidance during the summer months. Veteran teachers and new teachers generally spend numerous hours together prior to the start of the school year, both formally in district-sponsored professional development activities and informally while preparing their classrooms. These opportunities to develop camaraderie and emotional support prior to the start of the school year are continued with the formal mentor process. These activities help new teachers enter with a sense of professional and personal support from their colleagues.

A portion of the scheduled district professional development days prior to the opening of school are devoted to introducing new teachers and their mentors, a discussion of district and building goals, reviewing administrative information, policies and procedures, and giving staff unstructured time during lunch and breakfast periods in which to socialize with colleagues.

All new teachers will be given specific information, along with guidance, prior the following:
Criteria for Mentor Selection

Participation in a mentor program is voluntary for experienced teachers. Whenever possible, mentor teachers will meet the following criteria:

- Mentors will have at least five years of successful teaching experience.
- Mentors will be knowledgeable of district procedures, policies, materials, and practices.
- Mentors will have participated in a district-approved mentor training program.
- Mentors will meet requirements for Highly Qualified teachers.

Support Team

The support team for new teachers in Hatfield includes the administrator responsible for the teacher’s evaluation and the mentor teacher. Grade level/subject area counterparts, a mentor coordinator, paraprofessionals, specialists, and other district administrators may also be members of the support team. The support team itself is non-evaluative, but rather a resource for new teachers to ensure that they understand the Standards of Effective Teaching Practice and the Educator Evaluation Rubric, as well as district evaluation practices.

The responsibilities of the support team include:
- Reviewing criteria and procedures for evaluation
- Outlining professional development and training that will be available to the new teacher
- Scheduling regular meetings during the first year to address the new teacher’s concerns and to review the Standards of Effective Teaching Practice

Additionally, members of the support team are available to provide support and to assist with problems on short notice when mentors may not be available or outside of regularly scheduled mentor meetings.

Induction Program Activities
Mentors and new teachers will complete the confidentiality agreement at the end of this handbook.

Each mentor will meet with his/her assigned new teacher during the scheduled time during the opening professional development days.

Each mentor will schedule regular meetings with his/her assigned new teacher during the school year.

Each mentor will keep a log, such as the one provided at the end of this handbook, to record hours, activities, and topics of discussion for those meetings, while maintaining confidentiality.

Mentors and new teachers will observe each classes, at mutually agreed upon times. Principals will provide coverage where necessary and possible to support these classroom observations.

The mentor coordinator will facilitate peer-support meetings for new teachers and mentors each quarter.

At the end of the school year, new teachers and their mentors will be asked to evaluate the effectiveness of the current induction program using a survey format. The feedback from those surveys will be used to promote ongoing improvement of the induction program during the following school year.

**Mentor Coordinator’s Responsibilities**

Responsibilities of the mentor coordinator will vary year to year depending on the number of new teachers needing support in the district. Some tasks listed below will take priority during years when there are many new teachers (such as facilitating support groups and professional development), while others may be done during years when the district has few or no new teachers (such as refining the program evaluation, updating resources for mentors and mentees, and training new mentors). The mentor coordinator and the administration will meet at the beginning of each year to determine priorities and tasks for the mentor coordinator for the upcoming school year. Responsibilities may include:

- The mentor coordinator will assist the principals with pairing mentors and new teachers.
- The mentor coordinator will help plan the new teacher orientation activities for the opening days, in accordance with state requirements.
- The mentor coordinator will serve on support teams for new teachers.
- The mentor coordinator will offer as-needed support to new-to-district veteran teachers who do not need formal mentoring.
- The mentor coordinator will research and distribute resources for mentors and new teachers.
- The mentor coordinator will check in with mentors and new teachers individually to ensure effective partnerships.
- The mentor coordinator will facilitate peer-support meetings for new teachers and mentors each quarter.
- The mentor coordinator, along with the mentor teachers, will offer focused professional development targeted to the needs of new teachers as needed.
- The mentor coordinator will develop and update the survey used for program evaluation, and assist with revisions to the program based on assessments.
- The mentor coordinator will assist the superintendent with state reporting.
- The mentor coordinator will oversee mentor training.
Mentor Teachers’ Responsibilities
(minimums)

Release Time

When a mentor or new teacher wishes to observe a class at a time that he/she has a duty or a class, he/she must request release time from the appropriate administrator. Where possible, administrators will provide coverage during this time. Meetings and observations may also be scheduled during common prep periods, duty-free lunch periods, after students leave for the day, and at other times deemed appropriate by the mentor and new teacher.

Tier 1
Tier 1 mentors assist first-year teachers, or teachers who require mentoring hours for professional licensure. Tier 1 mentoring activities should total approximately 40 hours over the course of the school year. The 40 hours includes all types of activities (orientation, meetings, and professional development).

Sample meeting schedule:
- Term One – 1-2 meetings per week (15-30 minutes).
- Term Two – 1 meeting per week or every other week as needed.
- Terms Three and Four – 1 meeting per month or more if needed.
Extra meetings as needed around special events or special needs, such as open house, parent conferences, progress reports and report cards, and MCAS testing.

Observations:
The mentor should perform a minimum of two classroom observations; one in early in the year and one in second semester. The new teacher should also observe the mentor twice during the school year, once during the first semester and once in the second semester.

Other:
- All mentors will adhere to a policy of confidentiality, as described in the confidentiality agreement at the end of this handbook. Mentors will be non-evaluative. Information that the new teacher shares with the mentor will not be communicated to the administration and will not be used in the teacher’s evaluation.
- Together with the mentee, the mentor will maintain a log of meeting hours and topics (a sample log is provided at the end of this handbook).

Tier 2
Tier 2 mentors assist second and third year teachers, or experienced teachers who are new to the district. Tier 2 mentoring activities should total approximately 20 hours over the course of the school year.

Sample meeting schedule:
- Term One – 2 meetings per month (15-30 minutes).
- Term Two through Four – 1 meeting per month or as needed.
Extra meetings as needed around special events or special needs, such as open house, parent conferences, progress reports and report cards, and MCAS testing.

Observations:
The mentor and the new teacher should observe each other’s classes at least once during the school year, and more frequently if possible.

Other:
- All mentors will adhere to a policy of confidentiality, as described in the confidentiality agreement at the end of this handbook. Mentors will be non-evaluative. Information that the new teacher shares with the mentor will not be communicated to the administration and will not be used in the teacher’s evaluation.
- Together with the mentee, the mentor will maintain a log of meeting hours and topics (a sample log is provided at the end of this handbook).

Program Incentives
- Mentor stipend will be according to teacher contract.
- All mentors will receive 15 PDPs from the Hatfield Public Schools after the completion of responsibilities and submission of all logs.
- Mentors will be granted release time, at the discretion of the appropriate administrator to perform role responsibilities.
HATFIELD PUBLIC SCHOOLS
Mentor Program Log: Classroom Observations

New Teacher: ________________________________  School Year: ____________
Mentor: ________________________________

Classroom observations by mentor or support team

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<th>Observation Date</th>
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<th>Lesson/Topic</th>
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New Teacher Observation of Mentor or Veteran Staff

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HATFIELD PUBLIC SCHOOLS
Professional Meeting Log

New Teacher: ____________________________________________ School Year: _____________

Mentor Teacher: ____________________________________________

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To: New Teachers  
From: Your Mentor  
Re: Confidentiality

**With respect for your professional growth and learning,**

I will act only in a supportive role with you. I am not an evaluator for the system.

Our work is confidential. In general, I will not discuss your teaching performance with anyone, including school and district administrators.

If we agree that it would be helpful, **only with your knowledge and permission**, I may discuss your teaching with administrators or other teachers to help connect you with resources and support.

If I believe it is necessary, **only with your knowledge**, I may discuss your teaching with administration if, in my opinion, the academic growth and development, social well-being, or physical safety of students is at serious risk.

______________________________________________________
Mentor

______________________________________________________
New Teacher

______________________________________________________
Administrator