

AGREEMENT

BETWEEN

THE HINGHAM SCHOOL COMMITTEE

AND

THE HINGHAM EDUCATION ASSOCIATION

UNIT A

2020-2023

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HINGHAM PUBLIC SCHOOLS EDUCATOR EVALUATION  
HANDBOOK

AGREEMENT

between the

HINGHAM SCHOOL COMMITTEE

and the

HINGHAM EDUCATION ASSOCIATION

UNIT A

2020-2023

This Agreement is made and entered into on this 4th day of May, 2020, by and between the School Committee of the Town of Hingham (hereinafter referred to as the "Committee") and the Hingham Education Association (hereinafter referred to as the "Association") (affiliated with the Massachusetts Teachers Association and the National Education Association).

PREAMBLE

In consummating this Agreement, it has been and is the intention of the parties to continue their harmonious relations, to treat each other with dignity and respect, and to define and resolve the legitimate interests of the teachers in the rights of compensation and conditions under which they perform their duties, all with a goal of providing quality education for the students enrolled in the Hingham Public Schools.

The parties acknowledge that the Committee has complete authority over, and responsibility for, the policies and administration of the schools which it exercises under laws of the Commonwealth of Massachusetts and regulations established by the Department of Education of the Commonwealth.

The parties affirm and subscribe to the educational goals contained in the mission statement of the Hingham Public Schools.

ARTICLE I  
RECOGNITION

1.1 The Committee recognizes the Association, pursuant to Chapter 150E of the General Laws, as the exclusive representative for purposes of collective bargaining with respect to wages, hours, other conditions of employment and such other mandatory subjects of bargaining as required by law of all regular full-time and part-time professional instructional personnel employed by the Town of Hingham in its public schools, consisting of all Classroom Teachers, Specialized Teaching Personnel, Guidance Counselors, Resource Teachers/Coordinators, Psychologists, Adjustment Counselors, Health Coordinators, Librarians/Media Specialists, Title I Teachers and Nurses but excluding the Superintendent of Schools, Assistant Superintendent, Supervisors, Directors, Coordinators, Principals, Assistant Principals, Substitute Teachers other than Permanent Substitute Teachers, Paraeducators, and all other employees of the Hingham

School System.

1.2 The terms "teacher" and "teachers" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Article. If any provision of this agreement does not apply to nurses, it will be so noted in the appropriate article. In all other cases the term teacher shall include school nurses.

1.3 The term "School District" as used hereafter in this Agreement refers to the Hingham Public School District and shall include the Committee, Superintendent and Principals, and, in any particular instance shall mean the Committee unless Chapter 71 of the General Laws confers authority for the matter on the Superintendent or Principal, in which case it shall mean the Superintendent or Principal, as the case may be.

## ARTICLE II COMPLAINT PROCEDURE

2.1 In the interest of resolving complaints as informally and rapidly as possible, teachers who have complaints or dissatisfactions regarding their employment may utilize this informal complaint procedure. Any such complaint may be presented to the teacher's principal, or, in cases where a teacher is not accountable to a single principal, to the teacher's immediate supervisor in an effort to resolve the complaint. If the complaint is not resolved promptly, it may be presented to the Superintendent for consideration. If the complaint is not resolved to the teacher's satisfaction in this informal procedure and it otherwise qualifies as a grievance as defined in Section 3.2, the teacher may utilize the formal grievance procedure in Article III, provided that the grievance is filed within the time limit set forth in Section 3.4.

## ARTICLE III GRIEVANCE PROCEDURE

3.1 The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to grievances. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the procedural level involved. Nothing in this Agreement shall prevent any teacher from individually presenting any grievance without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and provided further that the Association may be present at grievance meetings and, if the teacher is agreeable, state its position on the grievance.

3.2 The following definitions shall apply for purposes of this Agreement:

(a) A "grievance" shall mean a complaint by a teacher (or, in case of a group grievance, a group of teachers) that as to such teacher (or teachers) the School District has interpreted and applied this Agreement in violation of a specific provision hereof.

(b) An "aggrieved teacher" shall mean the teacher or teachers making the complaint.

3.3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement. "Days" as used in this Article and Article IV shall mean calendar days.

3.4 The processing of grievances shall be undertaken in accordance with the following procedure:

PRINCIPAL LEVEL - The aggrieved teacher must first present the grievance in writing to the Principal of the teacher's school, or, in cases where a teacher is not accountable to a single principal, to the teacher's immediate supervisor within twenty (20) days of the day the teacher knew or reasonably should have known of the event or events giving rise to the grievance. Within seven (7) days after receipt of the grievance, the Principal or immediate supervisor or designee and the aggrieved teacher and, if the aggrieved teacher so desires, a representative of the Association, shall meet to discuss the grievance. The Principal or immediate supervisor or designee shall provide a decision in writing within seven (7) days after the conclusion of such meeting.

SUPERINTENDENT LEVEL - If the grievance is not settled at the preceding level, the grievance shall be presented in writing to the Superintendent within seven (7) days of the decision in the preceding level. The Superintendent or his/her designee and the aggrieved teacher and, if the aggrieved teacher so chooses, a representative of the Association, shall meet within seven (7) days after receipt of the written grievance by the Superintendent to discuss the grievance. The Superintendent or his/her designee shall answer in writing within seven (7) days after the conclusion of such meeting.

COMMITTEE LEVEL - If the grievance is not settled at the preceding level to the satisfaction of the aggrieved teacher, the grievance may be presented in writing to the Committee within seven (7) days of the decision in the preceding level. A meeting will be held at the Committee level with the aggrieved teacher and, if the aggrieved teacher so chooses, a representative of the Association, to discuss the grievance, except in instances in which the Committee, in its discretion, believes a meeting is unnecessary. Any such meeting will be held at the next regular scheduled meeting of the Committee which is no less than seven (7) days from the date of the submission of the written grievance to the Committee level. The Committee shall consider the grievance and present its decision in writing to the aggrieved teacher within thirty (30) days after receipt of the written grievance by the Committee, when no meeting is held, or within fifteen (15) days after the conclusion of the meeting when a meeting is held. A copy of the Committee's answer will be furnished to the Association. If the grievance is not settled to the satisfaction of the aggrieved teacher at the Committee level, the Association may submit the grievance to arbitration by giving written notice to the Committee within twenty (20) days after receipt of the Committee's decision.

The parties recognize that authority over certain matters is committed under Chapter 71 of the General Laws to the Superintendent or Principals. Notwithstanding that the foregoing procedure provides for three levels, the final level prior to arbitration shall be the Committee, Superintendent or Principal, whichever party has authority over the particular matter under Chapter 71.

3.5 A grievance involving a group of teachers may be presented in writing as a group

grievance by the Association at the Principal Level within twenty (20) days of the earliest date on which a teacher in the group knew or reasonably should have known of the event or events giving rise to the grievance. In order for a grievance to be a group grievance all teachers participating in the grievance must be aggrieved in the same way. If the grievance is denied at the initial level, the Association will furnish at the next level a list of those teachers who are included in the group and who have advised the Association in writing that they wish the Association to pursue the grievance on their behalf.

3.6 If the Superintendent and the Association or the aggrieved teacher (in instances in which the teacher pursues the grievance without the intervention of the Association) agree, a grievance may be presented initially at the Superintendent level within the twenty (20) day time limit referred to in the Principal Level (or Section 3.5) being applicable to such initial presentation.

3.7 If a decision at any level is not provided within the time limits specified, the grievance shall be deemed denied on the day the decision was due and shall be qualified to be taken to the next higher level.

3.8 No grievance shall be considered which is not presented within the time limit specified in the Principal Level. If a grievance is once settled or if it is not appealed to the next higher level within the specified time limits, it shall be considered closed and shall not thereafter be subject to the grievance procedure or to arbitration under Article IV. The aggrieved teacher or the Association, as the case may be, shall secure and retain a dated receipt for grievances which are presented at any level of the grievance procedure or submitted to arbitration whether such presentation or submission was by hand delivery or mail.

3.9 The parties will endeavor to expedite the processing of any grievance filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved teacher or the Committee.

3.10 The School District and the Association agree to furnish to the other upon request such information in aid of the grievance procedure as is required under law in the fulfillment of the duty to bargain in good faith.

3.11 All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the participants.

3.12 A teacher whose attendance is required at either a grievance meeting or an arbitration hearing held during the teacher's work day will be released to permit such attendance for such time as is necessary, without loss of pay, provided the teacher gives his principal or immediate supervisor at least twelve (12) hours' notice of such required attendance.



ARTICLE IV  
ARBITRATION

4.1 In the event the Association elects to submit a grievance to arbitration, the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this Article.

4.2 The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree within seven (7) days after receipt by the Committee of written notice that the Association intends to arbitrate, the Association may, within seventeen (17) days after such receipt, refer the grievance to the American Arbitration Association. The arbitrator shall be selected in accordance with the then current rules of the American Arbitration Association applicable to labor arbitrations. Any arbitration hereunder shall be conducted in accordance with such rules, subject to the provisions of this Agreement. The Committee and the Association shall share equally in compensation and expenses of the arbitrator.

4.3 Either the Committee or the Association shall have standing to question arbitrability in arbitration or in an appropriate forum.

4.4 The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detraction from any of the provisions of this Agreement. In reaching a decision the arbitrator shall not substitute his/her judgment for that of the Committee, Superintendent or Principal, as the case may be; nor shall he/she set aside the decision of the Committee, Superintendent or Principal, as the case may be, unless he/she concludes that the Committee, Superintendent or Principal, as the case may be, was arbitrary and capricious, and he/she shall be subject to the principle that there are no restrictions intended on the rights or authority of the Committee, Superintendent or Principal, as the case may be, other than those expressly set forth herein. The arbitrator may or may not make his/her award retroactive as the equities of the case may require. Except in cases of group or class grievances, each grievance shall be separately processed in any arbitration proceedings hereunder unless the parties otherwise agree. The arbitrator shall furnish a written opinion specifying the reasons for his/her decision. The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the Committee, Superintendent or Principal, as the case may be, the Association and the teacher(s) who initiated the grievance.

ARTICLE V  
CURRICULUM AND TEXTBOOKS

5.1 The Committee subscribes to the principle that teacher involvement in curriculum design is a prime necessity. To this end, teachers, together with others whose involvement would be valuable, will, where appropriate, participate in curriculum development. The Association recognizes that Administrators, consultants, parents, students and others may also make valuable contributions to the design and building of curriculum. The Superintendent shall be responsible in any particular situation for determining those who may best contribute to the design and building of curriculum. All members of the Department will receive changes in the curriculum reasonably in advance of implementation. A teacher may decline a curriculum development assignment if, in the teacher's judgment, such assignment would require an inordinate amount of time. Should a teacher decline any such assignment, such teacher and all other teachers shall, nevertheless, be

required to implement the curriculum which is developed without such teacher's participation.

5.2 Teachers, as members of the professional staff, are expected to contribute to decisions affecting textbook adoption and the purchase of special supplies and equipment.

ARTICLE VI  
SICK LEAVE

6.1 A teacher will commence each work year with an advance sick leave credit of five (5) days, except that a teacher who begins work after the beginning of the work year shall receive as advance sick leave credit that proportionate part of five (5) days which the remaining number of months in the school year bears to ten (10). In addition to advance sick leave credit, teachers will accrue paid sick leave during the work year at the rate of one (1) day for each month of continuous active service from September through June. A teacher who returns to work after having exhausted sick leave and who has drawn days from the sick leave bank will be credited with an advance of five (5) sick days against future accruals. A teacher who terminates active service before the end of the work year and who has used paid sick leave in an amount which exceeds that proportionate part of fifteen (15) days which the number of months of active service of such teacher during such work year bears to ten (10) shall be required to pay back such excess to the Committee and the Committee may deduct the amount thereof from any monies due said teacher. Unused paid sick leave shall be accumulated from year to year without limit. Prior to August 31, 2015, each teacher will receive an accounting of his/her accumulated sick leave by September 30 of each year. Effective August 31, 2015, each teacher may access an updated accounting of his/her accumulated sick leave as of September 15th of each school year and thereafter throughout the school year by checking the HPS Employee Self-Service (ESS) Portal. A teacher shall furnish a certificate from such teacher's physician immediately upon becoming aware that he or she is unable safely to perform the duties of a teacher because of illness.

6.2 Sick leave with pay shall be granted and taken when a teacher is prevented from working because of actual personal illness or injury. Accumulated sick leave may also be taken up to an annual total of six (6) days because of illness of, or injury to, a member of the teacher's "immediate family". Use of accumulated sick leave because of illness of, or injury to, a member of a teacher's immediate family beyond six (6) days, may be granted by the Superintendent in his/her sole discretion in extraordinary cases. "Immediate family" shall include a teacher's spouse, children, parents, sisters, brothers, grandparents, parents-in-law and a close friend who is a member of the teacher's immediate household.

6.3 To be eligible to use paid sick leave, a teacher must report the illness or injury to his/her principal or immediate supervisor as soon as is reasonably possible, but in no event less than one (1) hour prior to such teacher's scheduled reporting time on the first day of absence (unless prevented from doing so for reasons of emergency) and shall also notify the principal or immediate supervisor not later than the evening before the day on which the teacher intends to return. The Superintendent may require evidence that a teacher was prevented from working because of illness or injury when the Superintendent believes that the sick leave program is being abused.

6.4 Upon retirement, a teacher who has completed at least 20 years of service as a teacher in the Hingham Public Schools and who has furnished evidence from the Teachers Retirement Board that he/she will be eligible for retirement and who has accrued 100 or more sick days at the time of retirement will be compensated for accumulated sick leave at the rate of ten

dollars (\$10) per day to a maximum of \$3,000.

6.5 Accumulated sick leave up to a maximum of one hundred twenty (120) days of a teacher who dies while in the Committee's employ shall be paid to such teacher's designated beneficiary, if living, or, in lieu of a living designated beneficiary, to such teacher's estate.

6.6 A teacher's base annual salary shall be reduced by one-one hundred eighty-fifth (1/185) of such salary for each day of absence due to illness or injury not covered by paid sick leave.

6.7 (a) A teacher who has completed at least one (1) full school year of continuous employment for the Committee shall be eligible to participate in the Teacher Sick Leave Bank. A teacher who does not wish to participate in the Bank during a particular school year must so advise the Superintendent in writing prior to the beginning of such school year and shall be deemed, in the absence of such advice in writing, to have authorized the School District to transfer days of accrued sick leave from such teacher's personal sick leave accrual to the Bank as provided herein.

Transfers of sick leave days from the accruals of participating teachers shall be on an equal basis in whole days and/or half days.

Sufficient whole days and/or half days of sick leave shall be transferred from the accruals of participating teachers to begin the Bank at a level of at least 120 days. Should the number of days in the Bank be reduced to 30 days, then sufficient whole days and/or half days of sick leave shall be transferred from the accruals of participating teachers so that the Bank is replenished to a level of at least 120 days.

(b) There shall be a Sick Leave Bank Committee comprised of three teachers chosen by the Association and three administrators chosen by the School Committee, with decisions to be made by majority vote. An eligible teacher who wishes to take advantage of the provisions of the Teacher Sick Leave Bank shall submit a letter of request to the Sick Leave Bank Committee. The letter shall indicate the anticipated period of absence and be accompanied by relevant medical documentation as described in Section 6.7(c)(2). Response to this request shall be made in writing. A copy of all requests and their disposition shall be maintained by the Committee.

(c) Eligibility to draw days from the Bank shall be as follows:

- (1) A teacher must have exhausted all of his or her accrued sick leave days.
- (2) The teacher's physician or official designee must certify in writing that the teacher is disabled from working due to personal illness or injury and that such disability is expected to continue so that it will be necessary to draw on the bank.
- (3) The maximum number of work days for which a participating teacher who is disabled from working due to personal illness or injury may draw days from the Bank shall be determined as follows:

Number of Full School Years of Continued Employment Completed by Teacher	Number of Work Days Teacher Must Be Disabled from Working Prior to Becoming Eligible to Draw on Bank	Maximum Number of Work Days for Which Teacher is Eligible to Draw Days from Bank
At least 1 and not more than 5 years	15 days	30 days
More than 5 and not more than 10 years	30 days	60 days
More than 10 and not more than 15 years	45 days	90 days
More than 15 years	60 days	120 days

In circumstances in which a teacher who has completed more than fifteen (15) full school years of continued employment has exhausted her/his accumulated sick leave due to one (1) or more serious health conditions and the teacher continues to have a serious health condition, the Committee will waive the sixty (60) day waiting period required before the teacher can draw on the Bank for days needed due to such serious health condition. For purposes of this provision, a serious health condition is demonstrated when the teacher's physician certifies in accordance with Section 6.7(c) (2).

A teacher who has drawn on the Bank and who, because of the completion of additional full school years of employment for the Committee, qualifies for an increase in the maximum number of days which may be drawn from the Bank, shall have deducted from the new maximum the number of days already drawn from the Bank.

(4) Each time a teacher uses days from the Bank such days shall be deducted from such teacher's applicable maximum.

(d) Days and half days transferred to the Bank shall not be restored to a teacher's personal accrual under any circumstances.

## ARTICLE VII PERSONAL LEAVE

7.1 The parties recognize that absences are detrimental to the educational process and therefore must be held to an absolute minimum.

7.2 A teacher shall be entitled in any one (1) work year to not more than three (3) days' leave with pay for important personal activity which cannot be carried on outside of school hours. The Superintendent/designee will answer the teacher's request within twenty-four (24) hours of receipt of the request. Such activity shall include, but not be limited to, business or legal affairs, serious family illness, funeral, selective service examination and graduation of a member of the teacher's immediate family so as to require the day off. Except in cases of business or legal affairs, serious family illness, funeral, selective service examination, graduation of a member of the teacher's immediate family so as to require the day off, marriage of the teacher, or marriage of a member of the teacher's immediate family as defined in Section 6.2, personal leave may not be taken either immediately before or after a school vacation or holiday. The Superintendent in

his/her sole discretion may grant personal leave or advance personal leave against future entitlements, in the event of circumstances beyond the teacher's control. The Superintendent's determination shall not be subject to the grievance and arbitration procedures of this Agreement.

7.3 Prior to August 31, 2015, to be eligible to take personal leave, a teacher must give written notice explaining the reason for the leave to the Superintendent at least forty-eight (48) hours before the intended leave is to be taken, except in cases of emergency, when notification may be made by telephone to be followed by a written notice. Effective August 31, 2015, to be eligible to take personal leave, a teacher must give written notice through the ESS portal explaining the reason for the leave to the Superintendent at least forty-eight (48) hours before the intended leave is to be taken, except in cases of emergency, when notification may be made by telephone to be followed by the above specified electronic notice. Except for requests for personal leave immediately before or after a school vacation or holiday, the teacher will not be required to explain the reason for the request if, in the teacher's professional judgment, the reason falls within the definition set forth in Section 7.2 above and if the reason is of such a personal nature that explaining it would be embarrassing to the teacher.

7.4 Nothing in this Article shall preclude the Superintendent from granting additional personal leave without pay which in the Superintendent's sole judgment is deemed warranted. In such cases, a deduction from salary shall be made of one-one hundred eighty-fifth (1/185) of the teacher's base annual salary for each such day.

7.5 At the close of each work year, unused personal days shall be added to a teacher's accumulated sick leave.

#### ARTICLE VIII BEREAVEMENT LEAVE

8.1 Any teacher who suffers death of the teacher's spouse, child, parent or close friend who is a member of the teacher's immediate household shall be allowed time off, up to five (5) days, without loss of pay for each of those days which are such teacher's regular working days and on which he/she would otherwise have worked, provided that any such days in excess of three (3) days shall be deducted from the teacher's sick leave accruals. Any teacher who suffers death of any other member of the immediate family as defined in Section 6.2 or of a sister-in-law or brother-in-law shall be allowed time off, up to three (3) days, without loss of pay for each of those days which are such teacher's regular working days and on which he/she would otherwise have worked. Where unusual circumstances require, additional leave may be taken as personal leave. Where individual circumstances require, the Superintendent may, in his/her discretion, expand the definition of "immediate family"; however, his/her determination shall not be subject to the grievance and arbitration procedures of this Agreement.

#### ARTICLE IX RELIGIOUS LEAVE

9.1 A leave of absence without loss of pay up to three (3) days in any one (1) school year will be granted for time necessarily and actually lost for observance of major religious holidays of the religious faith to which a teacher belongs, when such holiday(s) falls on a day(s) on which teachers are required to report. Notification by a teacher of his or her intention to take such leave shall be made to the teacher's principal or immediate supervisor as far as possible in

advance of such holiday, but in no event less than forty-eight (48) hours prior to such holiday.

ARTICLE X  
PROFESSIONAL LEAVE

10.1 Leaves of absence with pay may be granted at the sole discretion of the Superintendent to permit individual teachers to visit other schools or attend approved education meetings or conferences. Written reports, if required, shall be submitted.

10.2 The School District may elect to pay reasonable expenses (including, but not limited to, registration fees, meals, lodging and transportation) incurred by a teacher who is authorized by the Administration to attend workshops, seminars or other approved professional improvement sessions provided that said amount shall have been previously provided for and is expendable in the existing school department budget. Teachers seeking reimbursement must submit to the Superintendent for advance approval a voucher listing the expenses for which reimbursement is sought in whole or in part.

10.3 In situations where the Administration requires a teacher to attend workshops, seminars or other professional improvement sessions, the School District will pay all reasonable expenses.

ARTICLE XI  
JURY AND WITNESS DUTY

11.1 A teacher who is required to serve on jury duty will be paid an amount equal to the difference between the teacher's regular salary as a teacher and the amount paid by the government for each school day the teacher serves on jury duty. Teachers who are released from jury duty during the school day will make their best effort to return to school if they believe they can make a contribution to their school. The teacher will provide documentation which is satisfactory to the School District of the required jury service and of the amounts paid by the government for such jury service.

11.2 If a teacher is required by the School District to be absent from school to testify or to appear on the School District's behalf in connection with a judicial or quasi-judicial proceeding, the teacher shall not lose any pay for the day(s) involved. If a teacher is required by the School District to testify or to appear on the School District's behalf in connection with such a proceeding on a day which is not a regular work day, the teacher shall be paid one one-hundred eighty-fifth (1/185) of said teacher's base annual salary for such day.

11.3 If, in response to a subpoena, a teacher must appear for the purpose of being a witness in a judicial proceeding in which the teacher is not a party and as a result is required to be absent during the teacher's scheduled working hours, the teacher shall not lose any pay for such hours.

ARTICLE XII  
SABBATICAL LEAVE

12.1 Upon the recommendation of the School District's Sabbatical Review Board, a sabbatical leave for advanced study or research may be granted by the School District to a teacher

who has completed six (6) consecutive years of active service in the Hingham Public Schools, where such leave would, in the opinion of the Sabbatical Review Board, contribute significantly to the improvement of the instructional program of the Hingham Public Schools. A teacher whose application for sabbatical leave is denied may request a meeting with the Superintendent to review the reasons for said denial.

12.2 A teacher who applies for sabbatical leave must submit a written request to the Superintendent by January 1 prior to the school year during which such teacher desires sabbatical leave. Action shall be taken on all such requests not later than May 1st. Such request must describe the intended sabbatical leave program of study or research to be pursued and the contribution such program is likely to make to the Hingham Public Schools and to the professional ability of the teacher.

12.3 Approval by a teacher's principal or immediate supervisor shall be a condition to the granting of a sabbatical leave.

12.4 Sabbatical leave may be for a period of up to one hundred eighty-five (185) working days.

12.5 Sabbatical leave pay shall be at one-half (1/2) of a teacher's base pay for a sabbatical leave of from at least ninety-three (93) work days to one hundred and eighty-five (185) work days. Sabbatical leave pay shall be at full pay for a sabbatical leave of less than ninety-three (93) work days.

12.6 Before accepting a sabbatical leave, a teacher shall sign an agreement with the School District to return immediately upon completion of such sabbatical leave to active service for the School District for a period equal to at least twice the length of such sabbatical leave and that, in default of completing such service, such teacher shall refund to the School District such proportion of the sabbatical leave pay received as the amount of service not rendered as promised bears to the whole amount of service agreed to be rendered, provided that the teacher may be released from such payment if his/her failure to serve twice the length of the leave is due to death or permanent disability.

12.7 A teacher returning from sabbatical leave shall, if practicable, be placed in the position he/she previously held or a substantially equivalent position and on the step on the salary schedule the teacher would have attained had the teacher remained in the Committee's active service and shall be eligible to accrue, but not use, paid sick leave while on leave.

12.8 No teacher may apply for another sabbatical leave until such teacher has completed six (6) consecutive years of active service since such teacher's last sabbatical leave.

12.9 Upon completion of a sabbatical leave, the teacher shall submit a written report to the Superintendent containing any transcript of college or university work done while on leave, and other pertinent or interpretive information considered essential by the School District to an evaluation of such teacher's sabbatical leave program.

12.10 While on sabbatical leave, a teacher shall not engage in remunerative work, other than work performed in connection with the sabbatical leave program, without the express written approval of the Superintendent.

ARTICLE XIII  
PEACE CORPS - EXCHANGE TEACHER - VISTA - EXTERNSHIP

13.1 A teacher with professional status may obtain a leave of absence without pay for up to two (2) years to serve in the Peace Corps, or up to one (1) year to work as an exchange teacher or with Vista. Teachers who are on approved externships will continue to receive their salary and benefits during the period of the externship.

13.2 Upon return from such leave, a teacher will be offered a position as reasonably comparable to the one previously occupied as is then available, and will be placed on the step on the salary schedule he/she would have attained had the teacher remained in the Committee's active service during the period of the leave.

13.3 All such leaves will run from September 1 through August 31. Applications for such leave must be submitted prior to April 1 of the calendar year in which the leave is to begin.

ARTICLE XIV  
PARENTAL LEAVE, NON-BIRTH PARENTAL LEAVE, EXTENDED LEAVE FOR CHILD-REARING

14.1 A leave of absence without pay will be granted for purposes of pregnancy and child rearing in accordance with this Article. Different eligibility requirements and leave entitlements are provided under Federal and state laws and under the terms of this Article, and the teacher will be asked to indicate at the start of the leave which form of leave is to be taken. The extent to which accrued sick leave shall be available for use by teachers in cases of disability due to pregnancy and the extent to which Committee contributions for medical insurance will be continued shall be governed by the requirements of applicable Federal and state laws. The sole exception to this requirement shall be that all birth parents, non-birth parents, adoptive or foster parents who have been employed for at least three months shall be eligible to use up to ten (10) consecutive school days, using accrued sick leave, exclusive of school vacation weeks but inclusive of the summer break, for the purposes of birth, child-rearing or the adoption of child. The use of any additional sick leave shall be as set forth above.

(a) In accordance with and subject to the requirements of Mass. Gen. L. c. 149, § 105D, a teacher who has been employed on a full-time basis for at least three (3) months and who takes a leave due to: 1) the purpose of giving birth; 2) for the placement of a child under the age of 18 or under the age of 23 if the child is mentally or physically disabled; or 3), for adoption with the employee who is adopting or intending to adopt the child for a period not exceeding eight (8) weeks, shall be entitled to return to active duty at the end of the employee's leave.

(b) A teacher who meets the eligibility requirements of the Federal Family and Medical Leave Act (the "FMLA") may take a leave of not more than twelve (12) weeks for the following purposes: 1) the birth of a child and to bond with the newborn child within one year of birth; 2) the placement with the employee of a child for adoption or foster care and to bond with the newly placed child within one year of placement; 3) a serious health condition that makes the employee unable to perform the functions of his or her job; 4) to care for the employee's spouse, son, daughter, or parent who has a serious health condition; and, 5) for the purpose of child rearing (assuming that the teacher has not already exhausted some or all of such leave for other purposes).



Such leave must be completed within one year of the birth and will run concurrently with leave taken under the preceding paragraph. Any such teacher shall be entitled to return to active duty in accordance with and subject to the requirements of the provisions of the FMLA including, in particular, the limitations imposed by the FMLA on the timing of the teacher's return to active duty and on intermittent leave.

(c) In the alternative, an extended leave of absence ("extended leave") will be granted to any teacher for the purpose of the birth of a child and/or for the purpose of rearing a new-born, newly adopted or newly placed foster child, for a period of up to two (2) years. A teacher who takes an extended leave shall return to active duty only on the first day of the school year in September of either the first school year or the second school year following the birth or at mid-year (date of kindergarten switch-over at the elementary level; start of third term at the secondary level) of either of such school years. A teacher who wishes to return at mid-year must so notify the Superintendent in writing prior to commencement of that school year. A teacher who has attained professional teacher status may, at the sole discretion of the Superintendent, be granted an extension of the "extended leave" described in this Section 14.1(c) for a period of up to one (1) year and with the same conditions for return to active duty as set forth in this Section 14.1(c). The decision of the Superintendent will reflect the best interest of the school system in his/her judgment and shall not be subject to the grievance and arbitration procedures of this Agreement. A teacher who has been on leave of absence under this article for three consecutive full school years shall not be eligible for further leave hereunder until the teacher has first returned to school and completed at least one full school year of active teaching in the school system.

14.2 A teacher who is on parental/FMLA/extended leave shall not be entitled to accrue paid sick leave during the period of such leave. In determining the placement on the salary schedule of a teacher who returns from a parental/FMLA/extended leave of absence, credit for a full year of teaching will be given on the schedule for the school year during which the leave began if the teacher completed at least ninety-three (93) school days of teaching during said school year; otherwise, the teacher shall return to the step on the salary schedule which s/he held prior to the commencement of such leave. The teacher shall be restored as soon as practicable to the position s/he held when the leave began, or to a substantially equivalent position.

14.3 An eligible non-birth parent (NBP) who uses ten (10) accrued sick days may not use accrued sick leave for family medical leave pursuant to Sections 6.2 or 14.7 for the purpose of extending parental leave. Medical documentation satisfactory to the Superintendent must be provided for any use of accrued sick leave for family medical leave within twenty (20) calendar days following the up to ten-day leave.

14.4 Use of accrued sick leave by a non-birth parent (NBP), adoptive parent or foster parent shall be concurrent with (and shall not extend or be in addition to) any unpaid leave to which a NBP teacher may be entitled under the federal Family and Medical Leave Act and/or Massachusetts General Laws c. 149, Section 105D.

14.5 Use of accrued sick leave by a non-birth parent (NBP), adoptive parent or foster parent must be taken within six (6) calendar weeks after the birth of the child (or in the case of an adoption, within six (6) calendar weeks after the adoptive or foster parent first takes physical custody of the child).

14.6 Use of accumulated sick leave because of the placement for adoption or travel

necessary to complete the adoption of a child, beyond the time authorized under in Section 14.1 may be granted by the Superintendent in her/his sole discretion.

14.7 Subject to the needs of the educational program as determined by the Superintendent of Schools, a teacher will be granted an unpaid leave of absence for up to two (2) years for the purpose of rearing a pre-school child immediately following adoption. A teacher who adopts a child may use accrued sick leave in accordance with Section 6.2 because of serious illness of the adopted child. Teachers may also be eligible for adoption rearing leave for shorter periods of time under Mass. Gen. L. Ch. 149, § 105D or the Federal Family Medical Leave Act; if so, such leave shall be granted in accordance with and subject to the limitations of those laws, as set forth in Section 14.1, and shall be in the alternative to the leave provided under this Article.

14.8 It is mutually understood that the birth parent may utilize up to 40 days of accrued sick leave for workdays occurring during the eight (8) weeks immediately following the birth of a child.

#### ARTICLE XV MILITARY LEAVE

15.1 The Committee will comply with all State and Federal laws with respect to mandatory military leaves of absence.

15.2 A teacher who is required to perform annual active duty for training will do so during the months of July and August except when the necessity of the Government makes other demands absolutely necessary. In such instances the teacher will be granted necessary leave, upon written notification from the teacher's commanding officer. A teacher who is a member of a military reserve component and who is activated for emergency military duty shall receive the difference between his/her regular salary as a teacher and the teacher's military pay for a period not to exceed ten (10) school days. All other military leave shall be without pay.

15.3 Military leave will be granted to any teacher who is inducted or who enlists for one (1) required term in any branch of the armed services of the United States or during the period of any involuntary extension of enlistment.

15.4 Upon return from such a leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had the teacher remained in the Committee's active service during the period of absence, up to a maximum of four (4) years.

#### ARTICLE XVI ALTERNATIVE LEAVE

16.1 Teachers who have completed at least six (6) years of service as a teacher in the Hingham Public Schools shall be eligible to apply for a voluntary leave of absence without pay for one (1) or more school years. A teacher shall not lose any accrued benefits which the teacher had as of the start of the leave. The granting or denial of the leave shall be determined by the School District on the basis of its judgment of operating and educational considerations. Under normal circumstances requests for such leave must be presented to the Superintendent not later than March 1 of the school year preceding that for which leave is requested.

ARTICLE XVII  
GENERAL LEAVES OF ABSENCE PROVISIONS

17.1 Extended leaves of absence without pay may be granted at the sole discretion of the Superintendent for personal illness of the teacher, caring for a sick member of the teacher's immediate family as defined in Section 6.2, serving in the Association's national or state elective constitutional office, serving in an elective or appointive public office or other reasons deemed warranted by the Superintendent. All benefits to which a teacher was entitled at the time any extended unpaid leave commenced, including accumulated sick leave, will be restored to the teacher upon return from any such leave. The parties recognize that no specific position can be held open during any extended unpaid leave but in all instances every effort will be made to assign a teacher to a substantially equivalent position to the one held at the time the leave began. In determining the placement on the salary schedule of a teacher who returns from an extended leave of absence, credit for a full year of teaching will be given on the schedule for the school year during which the leave began if the teacher completed at least ninety-three (93) school days of teaching during said school year; otherwise, the teacher shall return to the step on the salary schedule which he/she held prior to the commencement of such leave.

17.2 Unless waived by the Superintendent, a teacher may not return from an extended unpaid leave of absence until the commencement of the school year following the expiration of such teacher's leave and unless such teacher has notified the Superintendent by March 1st of such teacher's intention to return for the next school year.

17.3 Under no circumstances shall the period of any unpaid leave of absence count as 'service' for purposes of determining eligibility for professional teacher status.

17.4 All requests for leaves of absence, extensions or renewals must be in writing. In cases of extensions or renewals, such requests must be received by the Superintendent by March 1st of each year in which the leave expires. A teacher whose application for leave under this article is denied may request a meeting with the Superintendent to review the reasons for said denial.

17.5 Teachers on leave from the Hingham Public Schools who intend to return, must so notify the Superintendent of Schools on or before March 1 of the school year preceding the year of their intended return. Failure to so notify the Superintendent by March 1 shall be deemed a resignation from the Hingham Public Schools, provided the Superintendent of Schools notifies all such individuals of this provision by February 1.

17.6 Failure to be available for assignment at the termination of a leave shall constitute a resignation.

17.7 The federal Family and Medical Leave Act of 1993 and the Massachusetts Parental Leave Act shall supersede the provisions of this Agreement to the extent that either such Act provides a better benefit.

ARTICLE XVIII  
INSURANCE

18.1 The Town of Hingham will pay that percentage of the cost of the following types of insurance coverage which the Town has authorized for its employees:

- (a) A \$5,000 term life insurance plan of the type presently available to teachers.
- (b) Individual or family coverage under a health insurance plan available to Town employees.

18.2 A teacher's health insurance coverage will be continued during the period of an extended unpaid leave of absence, provided the teacher pays the total monthly cost of such coverage to the Town within seven (7) days from the last billing date. It is understood that this provision does not apply when a teacher is on an unpaid medical leave of absence as described in Mass. Gen. L. c. 32B, § 7(b).

18.3 It is understood that the Town will not itself operate said insurance programs but will maintain policies or contracts with insurance companies which will administer said program. The benefits under said program shall be subject to such conditions and limitations as may be set forth in the policies or contracts of insurance. Any dispute concerning eligibility for or payment of benefits under any such policies or contracts shall be settled in accordance with the terms thereof and shall not be subject to arbitration hereunder.

18.4 Should any Federal or State legislation become effective during the term of this Agreement providing benefits paralleling any of those provided under this Article and imposing the cost thereof on the Town, then and to that extent the parallel benefits provided under this Article may be discontinued by the Town, and the Town shall be relieved of the cost thereof to avoid duplication of costs.

#### ARTICLE XIX PROTECTION

19.1 Teachers will, as soon as possible, report to their immediate supervisor in writing any case of assault or abusive conduct they suffer in connection with their employment.

19.2 Such written report, if the teacher requests, will be forwarded to the Superintendent and the Committee. The Superintendent will comply with any reasonable request from the teacher for information it has about the incident and will act appropriately as a liaison between the teacher, the police and the courts.

19.3 The Committee recognizes that indemnification of teachers for expenses in connection with criminal or civil proceedings shall be in accordance with Mass. Gen. L. c. 258.

19.4 Within the facilities presently available, a place will be designated in each school for the locking up of personal belongings. During the school day, teachers may bring personal belongings to the school principal's office for safekeeping. The extent of the School District's obligation under this section is to provide a place for the safekeeping of personal belongings and shall not include responsibility for the loss of, damage to, or theft of, such belongings.

#### ARTICLE XX TAX SHELTERED ANNUITY

20.1 Teachers will be eligible to participate in a "tax sheltered" annuity plan established

pursuant to United States Public Law 87-370.

20.2 Commencement of, or withdrawal from, participation shall be in accordance with current practices.

ARTICLE XXI  
DEDUCTIONS

21.1 The Committee agrees to deduct from the salaries of teachers who have on file with the Committee an executed MTA/NEA Payroll Deduction Form, dues for the Hingham Education Association, Plymouth County Education Association, Massachusetts Teachers Association and the National Education Association and to transmit the monies deducted to the Hingham Education Association Treasurer.

21.2 Deductions referred to in Section 21.1 above will be made in such number of deductions and at such times as is consistent with the practice in effect during the 2013 – 2014 school year, in amounts certified by the Treasurer as being the regular membership dues of the Association, the Plymouth County Education Association, the Massachusetts Teachers Association, and the National Education Association.

21.3 The Treasurer of the Town of Hingham will submit the amounts deducted to the Association Treasurer as soon as is reasonably possible after the issuance of the paycheck from which the deductions were taken.

21.4 The provisions of this Article XXI shall be subject to the requirements of Mass. Gen. L c. 180 § 17C, including the requirement that the Treasurer of the Town of Hingham shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the Town Treasurer.

21.5 The Association shall indemnify and save the Committee and the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken or not taken by the School District or the Town for the purpose of complying with this Article or in compliance with any dues deduction authorization furnished to the School District.

21.6 The Committee agrees to provide Internal Revenue Code Section 125 Plans for members, effective January 1, 2004, that provide pre-tax treatment of:

- a. Health Insurance Contributions,
- b. Dependent Care Account and,
- c. Medical Care Account,

with the understanding that dependent care and medical care accounts (b & c) will be made available so long as the same benefit is made available to other town employees. The Plan may include an administrative fee (which shall be paid by the participating employee except as provided below), if an outside administrator is utilized. Effective January 1, 2012 a debit card will be made available to participants in the medical care account. For the period January 1, 2012 through June 30, 2012 the participant shall bear the administrative fees for the medical care debit card. Effective July 1, 2012, the Committee shall bear the administrative fees for (i) the medical care account and

(ii) the medical care debit card.

**ARTICLE XXII**  
**REDUCTION IN FORCE**

22.1 Nothing in this article shall affect the right of a Superintendent to lay off teachers for reasons including, but not limited to, reductions in force, reorganization resulting from declining enrollments, changes in curricular offerings, or other pressing conditions.

22.2 **DEFINITIONS:**

(a) **LENGTH OF SERVICE** means a teacher's length of uninterrupted service in years, months, and calendar days in the Hingham Public Schools. Leaves of absence shall not be considered breaks in service; however, the length of time a teacher was absent from work on an unpaid leave of absence shall not count for purposes of computing length of service. Any ties which occur for the first time after August 31, 1992 will be resolved by the bargaining unit member whose placement on the salary schedule is furthest to the right with respect to columns will be retained. In the case of identical column placement, the District will make the final decision.

(b) **LAY OFF** means an unpaid leave of absence to be granted by the Committee for a period of thirty-six (36) months from the effective date of the reduction; provided further that said teacher has waived, in writing, subsequent to receipt of a notice of reduction-in-force, any present or future rights to a dismissal hearing he or she may have pursuant to Chapter 71, Section 42 of the Massachusetts General Laws.

(c) **RECALL** means the right: (1) to return to a position in the discipline from which a teacher was originally laid off, or (2) to fill a position in another discipline for which the teacher is eligible for recall pursuant to Section 23.4 below. The Committee must vote on each lay-off individually and the order of lay-off shall be established by the sequence in which the votes were taken. An up-to-date list of recall order by area of licensure shall be maintained by the Superintendent and shall be available to the Association upon request.

(d) **TERMINATED** means dismissal pursuant to Chapter 71, Section 42.

(e) **AREA OF LICENSURE** is defined to mean one of the following:

<b>Teacher Licenses by Fields</b>	<b>Grade Levels</b>
Biology	8-12
Business	5-12
Chemistry	8-12
Dance	All
Digital Literacy/Computer Science	5-12

<b>Teacher Licenses by Fields</b>	<b>Grade Levels</b>
Early Childhood	PreK–2
Earth and Space Science	8–12
Elementary	1–6
English	5–12
English as a Second Language (ESL)	PreK–6; 5–12
Foreign Language*	PreK–6; 5–12
General Science	1–6; 5–8
Health/Family and Consumer Science	All
History	1–6; 5–12
Latin and Classical Humanities	5–12
Library	All
Mathematics	1–6; 5–8; 8–12
Middle School: Humanities	5–8
Middle School: Mathematics/Science	5–8
Music: Vocal/Instrumental/General	All
Physical Education	PreK–8, 5–12
Physics	8–12
Social Science	5–12
Speech	All
Teacher of Students with Moderate Disabilities	PreK–8; 5–12
Teacher of Students with Severe Disabilities	All
Teacher of the Deaf and Hard-of-Hearing	All
Teacher of the Visually Impaired	All
Technology/Engineering	5–12
Theatre	All
Visual Arts	Pre–8

<b>Teacher Specialist Fields</b>	<b>Grade Levels</b>
Instructional Technology Specialist Teacher	All
Reading	All
Speech Language and Hearing Disorders	All

<b>Professional Support Personnel Fields</b>	<b>Grade Levels</b>
School Counselor	PreK-8; 5-12
School Nurse	All
School Psychologist	All
School Social Worker/School Adjustment Counselor	All

All previously issued valid licenses from DESE will be grandfathered in.

22.3 When a reduction in the teaching staff is necessary because of a decrease in student enrollment, change in curriculum, shortage of funds, changes in the use of instructional personnel, or for other reasons if approved by the School Committee, the Superintendent shall determine the areas of licensure that will lose staff positions.

22.4 In the event it is determined that a reduction-in-force (RIF) is necessary, the District will first seek volunteers. Where possible, the Superintendent shall give written notice to the affected teachers under the usual circumstances prior to March 15<sup>th</sup>, preceding the effective date of the reduction which shall be the subsequent July 1. If the teacher wishes to have lay-off status rather than termination, said teacher must so notify the Superintendent, in writing, within ten (10) school days of the receipt of the RIF notice. The parties recognize that there may be circumstances in which such written notice is not given by March 15<sup>th</sup> because the events giving rise to the Superintendent's decision to reduce forces occur after March 15<sup>th</sup>. In such instances, written notice shall be given as soon after March 15<sup>th</sup> as practicable. The right to give a RIF notice after March 15<sup>th</sup>, is designed to permit the School Committee to deal with unanticipated financial exigencies. Before the Superintendent decides to give notice to teachers after March 15<sup>th</sup>, the School Committee will discuss with the Association the impact of any such decision on the teachers affected. The Superintendent will not give such notice if in his/her judgment there is a viable alternative measure. It is understood that nothing in this section is intended to limit powers which the School Committee or Superintendent have under State Law.

22.5 The Superintendent, in his/her exclusive judgment, may assign bargaining unit members to a different area of licensure for up to twenty (20) percent of their schedule, in the absence of any voluntary requests for transfer from other staff members whom the Administration considers equally or more qualified.

22.6 The District will not lay off any teacher with Professional Teacher Status (PTS) pursuant to a reduction-in-force if there is a teacher without such status and the teacher with professional teacher status is licensed in the area of layoff, or if there is a less qualified teacher with professional teacher status holding the same position or same licensure as the PTS teacher.



In the event that the District determines that a position is to be eliminated or reduced from full-time to part-time status, all bargaining unit members working within areas of licensure which include the position to be eliminated or reduced will be considered as belonging to the affected group. Each bargaining unit member's "area of license" is determined by the terms of the teaching licenses issued by the Massachusetts Department of Education, Office of Educator Licensure, for that bargaining unit member.

The order of layoffs for professional teacher status teachers shall be determined based on the teachers' qualifications, which shall mean job performance, including overall ratings on teacher evaluations, and the best interests of students in the school or district. The number of summative evaluations compared will include all evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted area of licensure (past three (3) evaluations). The most recent evaluations that will be used are from the previous full school year that the RIF is taking place. In the event that teachers' qualifications are no different from one another, a member's length of services as a teacher in the district shall serve as the tiebreaker in determining the first teacher to be laid off. For purposes of this section, no distinction shall be made between an overall performance rating of exemplary or proficient.

Bargaining unit members (1) whose last overall summative rating was Unsatisfactory and, (2) have been on an Improvement Plan of at least thirty (30) school days that has not resulted in a change to the bargaining unit member's overall rating, shall be reduced before bargaining unit members in their affected group whose last overall summative rating was not Unsatisfactory.

If further layoffs are necessary within a particular affected group, bargaining unit members (1) whose last overall summative rating was Needs Improvement, and (2) have been on a Directed Growth Plan of at least ninety (90) school days that has not resulted in a change to the bargaining unit member's overall rating, shall be reduced before bargaining unit members in their affected group not rated Needs Improvement or Unsatisfactory.

22.7 If a unit member who has attained "Professional Teacher Status" is due to be laid off or reduced, the unit member may bump a unit member with less length of service in the Hingham Public Schools from another area of licensure only if the unit member is qualified. A teacher who has been voluntarily or involuntarily transferred from an area of licensure in which that teacher taught may, in the event of his/her selection for reduction in force from the area of licensure to which such teacher was voluntarily or involuntarily transferred if such teacher has greater length of service, displace the teacher with the shortest length of service in the former area of licensure, unless such teacher with the shortest length of service in the former area of licensure has demonstrably superior performance and/or ability (in relation to the subjects to be taught).

22.8 Bargaining unit members laid off under this Article shall have the option of choosing an involuntary leave of absence without pay for up to thirty-six (36) months. Such bargaining unit members shall be recalled in the inverse order of their layoff within their areas of licensure for a period of thirty-six (36) months from the effective date of their layoff. Such employees shall be notified by the Superintendent concerning any such positions in the district for which they may be qualified and shall be given preference in the filling of such positions. Failure to accept such offering within 15 days of such offering will result in the bargaining unit member forfeiting his/her recall rights. The Superintendent will make every reasonable effort to give priority on the substitute list to bargaining unit members on recall, provided such bargaining unit members indicate their desire to be placed on the substitute list.

Bargaining unit members serving a recall period may continue group health and life insurance coverage as provided at their expense during such three-year recall period if permitted by the insurance company.

Bargaining unit members recalled after layoff shall be placed on that step of the salary schedule which is one higher than the one on which they were at the time of layoff, and shall have all benefits to which they are entitled under the Agreement in effect upon their return with no break in accrued benefits so authorized.

22.9 Bargaining unit members on leave of absence are not exempt from reduction-in-force. However, any bargaining unit member on sabbatical who is reduced in force shall not be required to reimburse the District.

ARTICLE XXIII  
TEACHER'S WORK YEAR, HOURS, WORK LOAD AND RESPONSIBILITIES

23.1 The parties acknowledge that the duties and responsibilities of teachers in fulfilling the demands of their profession go beyond prescribed limitations of time. They recognize that the partnership of the teacher-principal-superintendent should reflect a mutual concern for the development and maintenance of a superior educational program and that this overriding principle should govern the amount of time teachers devote to their professional responsibilities. Therefore, the requirements in this Article are intended merely to express the least that is expected of teachers in meeting their professional responsibilities.

23.2 Returning teachers will begin the work year no earlier than the Wednesday before Labor Day, and new teachers no earlier than the Monday before Labor Day and end no later than June 30, and will not be more than 185 days; nor less than 183 days, in duration (two of which shall be prior to the beginning of the school year and one of which shall be following the end of the school year). The Association recognizes that energy costs are burdensome and that changes in the work year may be necessary to save energy. Such changes must be discussed with the Association before being implemented. A Joint Calendar Committee shall meet annually to generate school calendar(s).

23.3 All teachers shall be on duty continuously during school hours in the schools to which they are respectively assigned and for such reasonable periods before and after school hours as their Principals and supervisors and/or the Superintendent shall deem necessary for the proper functioning of the educational program. Under normal circumstances, teachers are expected to be on duty at least ten (10) minutes before the starting times of their respective schools or prior to their first commitments, whichever is earlier. They are also expected to be available after school hours to fulfill dismissal duties and to provide additional help to students and to meet with parents by appointment.

23.4 A teacher's basic work load shall include classroom teaching and all relevant activity which must be carried out in order to ensure quality teaching performance and the maintenance of professional status. Teacher-pupil relationships outside of the classroom are regarded as essential to the total education program of the school system. Therefore, teachers' responsibilities shall include participation in co-curricular activities.

23.5 Teachers shall be required to attend not more than ten (10) staff meetings of no more than sixty (60) minutes duration each per year. The first meeting shall be scheduled on the Convocation Day. There will be no staff meeting in December. A schedule of staff meetings for the school year shall be provided to each teacher on or before September 15th of each year. Staff meetings beyond those appearing in the schedule of meetings may only be called by the principal in an emergency, with the prior authorization of the Superintendent. Unless excused by the Principal or supervisor, a teacher must attend all meetings called by the Administration or regional professional meetings for which released time is granted.

23.6 Recognizing that teacher involvement has been, and will continue to be, essential to the quality of the educational program, the parties reaffirm that teachers' responsibilities shall continue to include participation outside of regular school hours in curriculum and other committees which may be established and in discussions and conferences with Principals and other members of the Administration.

23.7 Secondary classroom teachers will not normally be assigned to more than twenty-five (25) teaching periods or equivalent modules per week, and will normally have at least five (5) duty-free preparation periods per week. When there is a possibility that a teacher's teaching schedule for the coming school year may not involve the same number of teaching periods each school day, the teacher will be given an opportunity to have input into the teaching schedule before it is finalized.

23.8 The normal pupil day shall not exceed six (6) hours and ten (10) minutes at the elementary level, and six (6) hours and forty (40) minutes at the secondary level. The length of the pupils' and teachers' day will be defined according to the building to which they are assigned. Junior High or middle school grades will follow the secondary schedule of hours.

23.9 Grade 7-12 teachers will not be required to teach more than two (2) academic area subjects or have more than three (3) teaching preparations within said subjects at any one time. Grade 6 teachers will not be required to teach more than three (3) academic area subjects or have more than three (3) teaching preparations within said subjects at any one time. If the secondary grade configuration changes, the parties will meet and confer regarding the number of academic subject areas and teaching preparations. Preparations shall not be construed to mean ability levels within a given classroom.

23.10 The Committee believes that the total educational program of the school system is enhanced by a professional staff that takes as active a role in community activities as their personal obligations allow. Therefore, teachers are encouraged to participate in the activities of School Councils, parent-teacher groups and other joint school-community organizations.

23.11 All elementary teachers will have a duty-free lunch period of at least thirty (30) minutes. In addition to a duty-free preparation period per day, secondary teachers will have a twenty-four (24) minute duty-free lunch period each day. The School District will implement a thirty (30) minute lunch period, if in its sole judgment, such is feasible and its judgment will not be subject to arbitration.

23.12 Except in cases of emergency which shall include, without limitation, instances in which specialist teachers are absent from work, elementary teachers, including elementary

specialists, shall have duty free preparation periods averaging not less than two hundred and forty (240) minutes in each six (6) day cycle. At grades 1-5, this will generally be scheduled as six (6) forty (40) minute blocks. The foregoing shall not prevent this period from being utilized for teacher-parent conferences or other activities if the teacher agrees. A reasonable effort shall be made to provide daily forty (40) minute preparation periods, subject to operating needs.

23.13 Commuting to schools is not included in the definition of duty-free preparation period.

23.14 The President of the Association shall be relieved of all non-teaching duties. The President of the Association and her/his Principal/Supervisor will meet to discuss how this can be accomplished and, if they are unable to resolve the matter, the Superintendent will decide the matter and his/her decision will be final.

23.15 Prior to any classroom relocations, the building principal will develop and share with affected teachers a relocation plan, and will afford those teachers an opportunity to meet in advance of the relocations to discuss methods of mitigating their impact. Teachers whose classrooms are relocated will be provided in a timely manner with appropriate packing materials.

23.16 The duration of after-school faculty, department and elementary curriculum committee meetings will not typically exceed one to one and one-quarter hours.

23.17 Subject to operating needs, school principals shall endeavor to provide reasonable common planning time for teachers who are assigned with co-teaching schedules.

#### ARTICLE XXIV CLASS SIZE

24.1 The parties recognize that class size is an important consideration in good education. They also recognize that the ultimate decision on such factors must rest with the Committee, which will endeavor to maintain teacher-pupil ratios which are consistent with its commitment to quality education. The Committee intends to adhere to its present policy in this regard, and, where possible, to improve such ratios.

24.2 The Superintendent shall report to the Committee for its consideration, and shall share with the Association, any instance in which the class size prescribed in its policy is exceeded.

24.3 The parties recognize that class composition, balance within and among departments or grades, and overall teacher load are also important considerations in determining student assignments. Where possible, subject to the availability of resources, the best interests of students and other educational considerations, students shall be distributed fairly and equitably among schools, classes and related service provider caseloads; disputes concerning the interpretation or application of this sentence shall be subject to grievance under Article III of this Agreement but shall not be subject to arbitration under Article IV. The parties recognize as well that the ultimate decision on such factors must rest with the administration, but acknowledge the value of teacher input in certain placement decisions.

ARTICLE XXV  
USE OF SCHOOL FACILITIES

25.1 The Association will have the right to use school facilities without cost in accordance with Committee policy concerning such use.

25.2 Bulletin board space in each school building will be made available exclusively for the purpose of posting notices, circulars and other appropriate materials approved by the Association. All such materials must be signed by the teacher who posts the material and countersigned by the Association building representative. Copies of any such material must be given to the building Principal. No material shall contain anything controversial, political or reflecting upon the Committee, any of its members, or the Administration.

ARTICLE XXVI  
TEACHER EMPLOYMENT

26.1 The Superintendent will set the initial salary placement of each teacher entering the Hingham Public Schools in accordance with Committee policy.

26.2 Upon appointment, a teacher will be given a formal letter of appointment stating the course(s) and/or grade levels to which such teacher will be assigned.

26.3 A teacher employed part-time shall be paid a salary that bears the same relation to a full-time salary as the part-time teacher's schedule bears to a full-time schedule. This means, for example, that in a department in which a full-time teacher teaches five classes a day, a part-time teacher who teaches three classes a day shall be paid a salary equal to three-fifths of a full-time salary. A teacher employed part-time shall be expected to perform duties that bear the same relation to the duties performed by a full-time teacher as the part-time teacher's schedule bears to a full-time schedule.

26.4 At least forty-eight (48) hours prior to any deadline for signing a contract for employment for a bargaining unit position, an applicant will be given (a) a copy of the collective bargaining agreement and (b) a written summary of the health and life insurance benefits that are then available to active and retired teachers including the then current teacher premium costs for such benefits.

ARTICLE XXVII  
TEACHER ASSIGNMENT

27.1 Teachers will be notified in writing of their tentative programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects they will teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances not later than June 1 at the elementary level and August 5 at the secondary level. Teachers will be advised of any changes made in their programs after said dates as soon as practicable before the opening of school. If a change is made after said dates, the teacher may discuss the change with his/her immediate supervisor.

27.2 Teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and/or their major and minor fields of study.

ARTICLE XXVIII  
PROMOTIONS

28.1 Whenever the School District decides to fill permanently a promotional vacancy, written notice thereof will be given to the Association for posting on bulletin boards in the various schools or for other appropriate means of publication. In addition, the administration shall send an email to each teacher, at the teacher's school email address, informing the teacher of the vacancy. A "promotional vacancy" shall mean any position carrying a salary differential. The notice shall specify the duties and qualifications therefor and rate of compensation. No vacancy will be filled except temporarily within fourteen (14) calendar days from the mailing of such notice to the Association. The administration shall promptly inform the Association when such vacancies are filled.

28.2 Any qualified teacher, whether or not employed by the School District, may apply for a promotional vacancy. Due weight shall be given to professional background, attainments, experience, length of service for the School District, personal qualities and other relevant factors. Any teacher applicant employed by the School District who is not selected will receive written notification thereof and may request a meeting with the Superintendent to review the reasons therefore.

28.3 The School District may make acting or temporary appointments until vacancies are filled by permanent appointees. Any teacher who fills a vacancy on an acting or temporary basis shall be compensated for assuming the duties of the position at a per diem rate of one-one hundred eighty-fifth (1/185) of the applicable differential for the position.

ARTICLE XXIX  
POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL,  
AND UNDER FEDERAL AND/OR STATE PROGRAMS

29.1 Reasonable advance notice of openings for positions in any summer school or evening school program or under any Federal and/or State program will be given members of the teaching staff. Consideration shall be given to a teacher applicant's area of competence, major and/or minor fields of study, quality of teaching performance and length of service in the Hingham School System. Such positions shall be filled first by qualified regularly appointed teachers in the Hingham School System, except that personnel employed under Federal and/or State programs during the regular school year shall have first consideration if such programs are continued during the summer. Teacher applicants for such positions shall be notified of the action taken regarding their applications as soon as reasonably possible.

ARTICLE XXX  
EVALUATION

30.1 All observation by any means for evaluating the professional performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers shall be evaluated in accordance with the Hingham Collective Bargaining Contract Language which is appended in Exhibit D.

30.2 A teacher will be given a copy of any observation or evaluation report and an

opportunity to discuss it with his or her immediate supervisor. Any teacher who is dissatisfied with his supervisor's observation or evaluation report may request a review of such observation or evaluation report by the next higher supervisor. If, after this review, the teacher is still dissatisfied, he/she may ask the Superintendent to review his/her observation or evaluation report. A teacher will be given a copy of the annual observation or evaluation report at least forty-eight (48) hours prior to the conference with the teacher's supervisor.

30.3 A teacher may, upon request, review the contents of his/her personnel file, except that all confidential references supplied by others will be removed. A teacher may have a representative of the Association present during any such review.

30.4 No material which the Superintendent or supervisor deems derogatory to a teacher's conduct, service, character or personality will be placed in such teacher's personnel file unless such teacher has had an opportunity to review the material. The teacher will acknowledge having had the opportunity to review such material by signing the copy to be filed; such signature, however, shall not be deemed to indicate agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

30.5 Any complaint about a teacher resulting in an adverse entry in the teacher's personnel file shall be called promptly to the attention of the teacher. If, as a result of a complaint about a teacher from a student, parent, non-administrator or a person outside the Hingham School System, an administrator intends to meet with the teacher, the teacher will be notified of the nature of the complaint and the name of the complainant twenty-four (24) hours prior to the meeting. The teacher may waive the notice period and an earlier meeting may be held if the administrator is agreeable. Such notification shall not be required when, in the sole judgment of the administrator, the circumstances are of such a serious nature that an earlier meeting is warranted.

30.6 No teacher shall be reprimanded, reduced in rank or compensation or deprived of any professional advantage without good cause.

30.7 The Association recognizes the responsibility of the Administration to promote excellence of instruction. The Association also recognizes the responsibility of members of the Administration to admonish teachers for delinquency of professional performance. The Association also acknowledges that nothing in this Article prohibits or restricts the filing of letters, memoranda or other written material which might aid in making a subsequent objective evaluation.

30.8 Evaluation for purposes of Commonwealth of Massachusetts teacher certification shall in no way be governed by the provisions of this Agreement and such evaluation shall not be considered in the determination of any personnel action taken or not taken with respect to any teacher other than action directly related to such teacher's having or not having required certification.

30.9 The procedures governing administrator sign-off for Individual Professional Development Plans (IPDPs) shall be as follows:

- (a) The principal or an appropriate department director shall be responsible for approving the Individual Professional Development Plans (IPDPs) of the elementary teachers. The principal or the department director shall be responsible

for approving the IPDPs of the secondary teachers. In the case of shared staff, the superintendent shall designate the supervisor who is responsible for the approval of the IPDP for the duration of the teacher's recertification cycle.

- (b) The IPDP will be submitted on the form available on the Department of Education website at: [www.doe.mass.edu/eeval/forms/](http://www.doe.mass.edu/eeval/forms/)
- (c) Each teacher will be provided with a copy of the District Professional Development Plan and the relevant School Improvement Plan no later than April 15 of each year.
- (d) If a dispute arises as to any aspect of the IPDP, the teacher and the principal/department director shall meet and discuss the area of disagreement.
- (e) If a principal/department director refuses to approve an IPDP, the reason for said refusal must be set forth in writing to the teacher.
- (f) Approval of an IPDP shall not be unreasonably withheld.
- (g) A teacher on a leave of absence shall be granted three (3) months from the date of return to work to obtain approval of the IPDP.
- (h) Educators who were issued standard certificates between October 1, 1994 and June 17, 1999 are not required to obtain either initial approval or final endorsement of IPDPs from a supervisor.
- (i) In the event that educators are no longer required, by regulation, to obtain initial approval or final endorsement of an IPDP for recertification, this procedure shall be declared null and void.

30.10 When a parent or representative requests to observe a classroom of his/her child, the principal and the classroom teacher shall meet and mutually agree upon a date and time for the observation that is least disruptive to the educational process and that is reasonably close in time to the date of the request.

#### ARTICLE XXXI NON-INSTRUCTIONAL DUTIES

31.1 The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent reasonably practicable, be used to this end. The parties recognize, however, that teachers must perform certain duties in connection with the governance of students which are necessary to operate, manage and supervise the Hingham Public Schools properly and which may not be directly related to the teaching function. Assignment of non-instructional duties shall be at the discretion of the principal who will consider input of Association representatives in the building (upon request by the Association representatives prior to development of the assignments), fairness and equity in the allocation of such responsibilities. Duties related to the governance and supervision of students will not include direction of traffic except in unplanned, unforeseen situations.

31.2 Teachers will not be required to drive students to activities which take place away



from school buildings.

31.3 The parties recognize that classroom organization and set-up are the responsibility of the teacher. However, unusual circumstances such as the need to move entire classrooms, wings, or buildings may require consideration of administrative support. In such instances, building principals will notify the superintendent of any impending moves and will submit a proposal for supporting teacher efforts. Response to such proposals will be at the sole discretion of the superintendent, but a written response to the proposal will be provided within 30 days.

31.4 Whenever possible, the President of the Hingham Education Association's duty-free time shall commence no earlier than 9:00 a.m.

## ARTICLE XXXII TRANSFERS

32.1 Although the School District and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers disrupts the educational process and interferes with optimum teacher performance.

32.2 When a reduction in the number of teachers is necessary, volunteers for transfer will be considered first. However, the decision on final building assignments will be made by the Superintendent and Principal(s).

32.3 When considering involuntary transfers, a teacher's area of competence, major and/or minor field of study, quality of teaching performance, length of service in the Hingham School System, personal qualities and other relevant factors will be considered in determining which teacher(s) is to be transferred. Teachers being involuntarily transferred will be transferred to duties bearing an appropriate relationship to their experience or prior duties.

32.4 A teacher under consideration for transfer will be given a personal conference with the appropriate Administrator and will be advised in writing when a decision is made.

32.5 A list of open positions in the Hingham Public Schools will be made available to all teachers being transferred. All such teachers who so request will be given reasonable time off for the purpose of visiting schools at which such openings exist.

32.6 Notice of transfer will be given to affected teachers as soon as practicable. Generally, such notice is given not later than June 1.

32.7 Exceptions to the provisions of Section 32.2 through 32.6 above may be made if the Administration determines that it is necessary to do so in the best interests of the teachers(s) and/or school(s) affected.

32.8 Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. To be considered for the next school year, such requests must be submitted between start of school and April 1 of the current school year. Requests must be renewed each year.

ARTICLE XXXIII  
NO DISCRIMINATION

33.1 Neither the Committee nor the Association will discriminate against, restrain or coerce any teacher because of membership or non-membership in the Association or participation in its affairs or because of a teacher's race, color, creed, national origin, age, sex, marital status, gender identity, or sexual orientation.

33.2 The Association will not arbitrate any case pursuant to this section if the teacher pursues a claim arising out of the same facts in any other forum. The Association will not bring to arbitration any claim under this section until the statute of limitations for claims in other forums has run.

ARTICLE XXXIV  
CONTINUITY OF OPERATIONS

34.1 Neither the Association nor any Association officer, Association representative or teacher shall engage in, induce or encourage any strike (whether sympathetic, general or of any other kind), walkout, work stoppage, sit down, slow down, withholding of services, or any other interference with the operations of the school system. The School District agrees not to conduct a lockout.

34.2 The Association and its members, individually and collectively, agree that if there is a violation of Section 34.1, any or all teachers violating this clause will at the discretion of the School District be subject to disciplinary action, including discharge or suspension. Furthermore, the only question that will be subject to the grievance and arbitration procedure is that of participation or involvement as described above.

34.3 In the event of a violation of this Article, the School District or the Association, as the case may be, may at its option institute any or all proceedings in court at law or in equity or in arbitration pursuant to the procedure described in Article IV.

ARTICLE XXXV  
RIGHTS OF COMMITTEE

35.1 The Committee is a public body established under and with the powers provided by the Statutes of The Commonwealth of Massachusetts. It is acknowledged that as elected representatives of the citizens of Hingham, the Committee has the responsibility for establishing educational policies and allocating resources for the Hingham Public Schools and the further responsibility for setting standards for the efficient and economical operation of the school system. The Committee has the final responsibility for establishing the educational policies of the public schools in Hingham.

35.2 Nothing in this Agreement shall be deemed to derogate or impair the powers, rights or duties conferred upon the Committee, Superintendent and Principals by the Statutes of the Commonwealth or the Rules and Regulations of any pertinent agency of the Commonwealth. Said rights and powers shall also include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement and the right to establish standards of

performance.

35.3 As to every matter expressly not covered by this Agreement, and except as expressly or directly modified by clear language in a specific provision of this Agreement, the Committee, Superintendent and Principals retain exclusively to themselves all rights and powers that they have or may hereafter be granted by law, and shall exercise the same without such exercise being made the subject of grievance or arbitration.

ARTICLE XXXVI  
EFFECT OF AGREEMENT

36.1 This instrument constitutes the entire Agreement of the Committee and the Association arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

36.2 The parties acknowledge that during the negotiations which resulted in this Agreement each has had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to, any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been in the knowledge or contemplation of either or both parties at the time this Agreement was signed.

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

36.4 No provision of this Agreement shall be retroactive prior to the effective date.

36.5 Should any provision of this Agreement be or become invalid because of any existing or future provisions of law, court decision or administrative ruling, the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXXVII  
PRECEDENCE OF LAWS AND REGULATIONS

37.1 Achieving the educational objectives of the Hingham Public Schools is of paramount interest to the parties hereto, as well as in the public interest. In administering all matters covered by this Agreement, the School District and the Association are governed by the provisions of this Agreement and any existing or future laws and regulations and amendments thereto which may be applicable and this Agreement shall at all times be applied in accordance with and subject to such laws and regulations. Should any provisions of this Agreement be deemed to conflict with any such laws or regulations, it may become the subject matter of discussion by the parties hereto for the purpose of attempting to negotiate a substitute provision in compliance with the requirements of such laws or regulations.

ARTICLE XXXVIII  
SALARIES

38.1 There are seven salary scales on the Regular Base Annual Salary Schedule which are based upon the following levels of educational preparation: Bachelor's Degree, Bachelor's Degree plus 15 credits, Master's Degree, Master's Degree plus 15 credits, Master's Degree plus 30 credits, Master's Degree plus 60 credits, and Doctorate Degree.

- 38.2 (a) Schedule A1 sets forth the Regular Base Annual Salary Schedule, effective August 31, 2020 (the Monday immediately preceding Labor Day).
- (b) Schedule A2 sets forth the Regular Base Annual Salary Schedule, effective August 30, 2021 (the Monday immediately preceding Labor Day).
- (c) Schedule A3 sets forth the Regular Base Annual Salary Schedule, effective August 29, 2022 (the Monday immediately preceding Labor Day).

38.3 The Superintendent has full and complete authority to determine the initial salary placement of each new teacher. The parties recognize that there are a number of factors which may be considered by the School District as to salary placement in any particular case. These factors include, but are not limited to, qualifications and experience (teaching and non-teaching), needs of the school system, fiscal constraints, the availability of teacher applicants and other factors deemed relevant by the School District. The weight which is given to each such factor in any individual case shall be within the sole discretion of the Superintendent.

Each teacher who is offered employment shall be given a copy of the foregoing initial salary placement language for newly hired teachers and a copy of the salary schedule prior to signing the notice of appointment.

38.4 Prior to August 31, 2015, advancement to higher salary scale on the Regular Base Annual Salary Schedule shall become effective with the first pay period after the earlier of September 1 or February 1, after receipt by the Superintendent of documentation from a College or University evidencing attainment of the higher level of educational preparation. Effective August 31, 2015, advancement to higher salary scale on the Regular Base Annual Salary Schedule shall become effective with the first pay period in September after receipt by the Superintendent no later than September 15<sup>th</sup> of documentation from a College or University evidencing attainment of the higher level of educational preparation.

38.5 Normal progression on the Regular Base Annual Salary Schedule shall be one step on the applicable salary scale upon completion of each additional year of service in the Hingham School System.

38.6 Degrees and courses used for advancement to a higher salary scale are subject to the prior approval of the Superintendent, attainment of a grade of B- or equivalent, and must be at a graduate level from a college or university accredited by any of the recognized accrediting organizations or the American Council on Education.

- (a) Effective August 31, 2015, no more than twenty-four (24) graduate credits may be used for salary advancement within a twelve (12) month period. Credits in excess of twenty-four (24) shall be banked for use at a future time.

(b) Subsection (a), above, shall cease to be effective with the beginning of the 2019-2020 school year, and the following provisions shall thereupon take effect:

1. No teacher may move from the Masters scale to the Masters + 60 scale in fewer than four school years.
2. No teacher may move from the Masters scale to the Masters + 30 scale in fewer than two school years.

38.7 Advancement on the basic and extra-curricular salary schedules is granted at the discretion of the Superintendent, to teachers who continue to demonstrate a high standard of teacher performance and who qualify for increases in accordance with the School District's evaluation practice and procedures.

38.8 A teacher designated and serving in a coaching or an extra-curricular position listed in Schedules B or C hereto shall receive an addition to his/her base annual salary in an amount set forth in said Schedules B and C.

38.9 An amount equal to one one-hundred eighty-fifth (1/185) of his/her base annual salary shall be deducted from a teacher's pay for each day on which the teacher is absent, other than on leave with pay.

38.10 Base annual salaries shall be paid in twenty-six (26) installments during any 12-month school year, but they shall be deemed to have been earned pro rata according to the number of school days completed. A teacher being paid in twenty-six (26) installments may elect to receive on the same pay date that the teacher would receive the twenty-second installment a lump sum equivalent to the total salary which the teacher would have been paid between the close of school and the start of the following year, provided that the teacher so notifies the Superintendent in writing by May 1 just prior to the end of the school year. Effective September 1, 1995, teachers will receive their first installment during the first full week of school. A teacher may choose to be paid on the basis of twenty-one (21) installments throughout the school year. A teacher's payment format will continue from year to year unless the teacher notifies the Superintendent in writing not later than August 1 prior to the beginning of the school year that the teacher desires to change the payment format. Effective July 1, 2012, all payments under this section shall be made by direct deposit. Furthermore, all paystubs and other payroll data will be available only through the Employee Self Service (ESS) Portal.

38.11 Teachers will be reimbursed at the established Town of Hingham rate for use of their automobiles in connection with authorized travel in connection with their work.

ARTICLE XXXIX  
ASSOCIATION SERVICE FEE

39.1 This Association Service Fee provision shall be subject to Mass. Gen L. c. 150E §12. For teachers hired on or after September 1, 1980, it shall be a condition of continued employment, if and when they are not members in good standing of the Association, that no later than the ninetieth (90th) day following their commencement of teaching or the effective date of this Agreement, whichever is later, they shall pay to the Association a service fee in an amount certified in writing by the Association to be in accordance with said Mass. Gen L. c. 150E §12..

ARTICLE XL  
EARLY NOTIFICATION OF RETIREMENT INCENTIVE

40.1 A teacher who has completed at least twenty (20) years of service, as of the date of retirement, as a teacher in the Hingham Public Schools and who has given the School District proper and irrevocable notice by June 1, 2000 or June 1 of any succeeding year of this contract that he/she will retire will be eligible for an early notification of retirement incentive payment. For purposes of this section, the term "early notification of retirement" shall mean retirement at the end of the next school year following the one in which notice is given. In order to be eligible for this incentive, a teacher must furnish evidence from the Teachers Retirement Board that he/she will be eligible for retirement and must not be eligible to participate in any other early retirement program, including a program established pursuant to the Education Reform Act of 1993. Notice of intention to retire is final and irrevocable and a teacher electing early retirement must leave the employ of the Hingham Public Schools effective on the date specified in the written notice. The early notification of retirement incentive payment will be paid in a lump sum on the first pay date after July 1 of the retirement year.

40.2 The amount of the early notification of retirement incentive payment will be 16% of the final year's salary.

ARTICLE XLI  
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

41.1 The Committee will reimburse a teacher for tuition and fees for college course(s) or professional training school course(s) approved by the Superintendent which are taken with the advance written approval of the teacher's immediate supervisor and the Superintendent. A teacher may be reimbursed only for course(s) commenced after the completion of his first full year of teaching in the Hingham Public Schools.

41.2 Subject to a maximum of \$849 per year for any individual teacher, full reimbursement shall be provided towards the cost of tuition for a course. The maximum reimbursement shall be increased as follows: effective August 2021, \$866; effective August 2022, \$883.

41.3 To receive reimbursement the teacher must: (a) complete the course(s) with a grade of at least B- or equivalent, (b) present to the Superintendent the official transcript of the course(s) and grade(s) and a receipted bursar's bill within thirty (30) days after issuance of final grades, but not later than June 15 of any year, and (c) not be receiving financial assistance for such course(s) from any other source (e.g., scholarship, G. I. Bill).

ARTICLE XLII  
JOINT COMMITTEE

42.1 There shall be a joint committee comprised of four (4) representatives appointed by the Superintendent and four (4) representatives appointed by the President of the Association which will meet quarterly if the Association determines that there are matters of mutual concern to be discussed. It is understood that nothing discussed shall be deemed to change or modify the Agreement and any disagreements which are not otherwise grievable shall not be subject to grievance and arbitration.

ARTICLE XLIII  
OPPORTUNITIES FOR CERTAIN PART-TIME TEACHERS  
TO RETURN TO FULL-TIME STATUS

43.1 A part-time teacher who was hired prior to September 1, 1992, will, upon request, be given priority over outside applicants in filling full-time vacancies which arise in the discipline in which the teacher teaches, provided, however, that the School District shall not be obligated to grant more than two (2) such requests in any contract year. A part-time teacher will be given such priority as long as such teacher is fully qualified to perform the duties of the position.

ARTICLE XLIV  
LONGEVITY

44.1 LONGEVITY PLAN A

Teachers shall be eligible for longevity pay in accordance with the following schedule:

Length of Continuous Service in the Hingham Public Schools as a member of the Association,

Annual Amount of Longevity Pay as of September 1 of the Year in Which Payment <u>Takes Place</u>	Effective September 2013	Effective September 2018
At least 15 years, but less than 20 years	1650	2150
At least 20 years, but less than 25 years	2250	2750
At least 25 years, but less than 30 years	2600	3100
30 years or more	2950	3450

Longevity pay shall be paid as follows: One-half (1/2) of the applicable annual amount shall be payable as of December 31 to each eligible teacher and one-half (1/2) of the applicable annual amount shall be payable as of June 30. Notwithstanding the foregoing, longevity pay for a teacher who is retiring with a pension from the employ of the Committee shall be pro-rated from the date of the last longevity adjustment to the first day of the month in which the teacher retires. In order to be eligible to receive any longevity payment, a teacher must have been in paid status (other than on workers' compensation) for at least half of the work days during the preceding six (6) month period. Effective with the 2020-2021 school year, in determining eligibility for longevity payments of a teacher who takes a leave of absence, credit for a full year of teaching will be given towards eligibility for longevity payments for the school year during which the leave began if the teacher completes at least ninety-three (93) school days of teaching during said school year; otherwise, that school year shall not be counted for purposes of determining eligibility for longevity payments.

44.2 LONGEVITY PLAN B

44.21 Bargaining unit members with twenty (20) completed years of service in the Hingham Public Schools by September 1 of the school year in which the payments shall commence may elect longevity payments for the three (3) consecutive years following the member's application and acceptance under the provisions of Article XLIV in the following

amounts:

First year of participation     \$4,000

Second year of participation   \$4,000

Third year of participation     \$4,000

44.22 Longevity payments specified in Section 44.1 (Longevity Plan A) of this Article will cease upon application and acceptance into Longevity Plan B. No member who is receiving or has received payments under Longevity Plan B shall receive payments under Longevity Plan A. Discontinuation in Longevity Plan A shall become effective on September 1 of the school year in which the member receives his/her first payment of four thousand (\$4,000) dollars.

44.23 Eligibility to participate in the early notification of retirement incentive in Article XL will cease upon application and acceptance into Longevity Plan B.

44.24 Bargaining unit members will be entitled to the entire sum of twelve thousand (\$12,000.) dollars regardless of date of termination, but for a given year, a bargaining unit member shall not receive payment if, prior to the payment date in that year, the bargaining unit member has resigned employment with the District, but this shall not affect any entitlement to longevity payments in subsequent years. Payments will continue until the remaining credit is exhausted if an entitled unit member resigns, retires or otherwise severs his/her employment with the Hingham Public Schools.

44.25 Members shall be allowed to elect and accept Longevity Plan B only once during their employ by the Town of Hingham and the Hingham Public Schools.

44.26 Participation in Longevity Plan B is irrevocable thirty (30) days after receipt of notification of acceptance into the Plan.

44.27 Application for Longevity Plan B shall be made on the *Longevity Plan B Application Form* attached hereto as Exhibit A. Applications must be submitted to the Superintendent on or before January 30, 2004, for participation during school year 2004-2005, and on or before October 15<sup>th</sup> of the school year prior to the school year in which the payments are to begin for every year thereafter.

ARTICLE XLV  
STUDY COMMITTEES

45.1 A joint committee shall be established for the purpose of studying and discussing the student educational impact, empirical underpinnings, structure, and practicality of a flex-block at the secondary level. The joint study committee shall be comprised of seven (7) members appointed by the School District and seven (7) members appointed by the Association. The joint study committee shall convene its first meeting no later than September 30, 2020 and the inaugural meeting shall occur no later than October 31, 2020. The School Committee and the HEA agree to implement mutually-agreed upon changes to the schedules by or before the start of the School Year 2022-2023.



ARTICLE XLVI  
DURATION

46.1 This Agreement shall become effective as of August 31, 2020, and shall remain in effect to and including August 31, 2023. Either party to this Agreement may initiate negotiations for a successor agreement to this Agreement to be effective on or after August 31, 2023, by tendering written notice to the other party on or after August 31, 2022.

**WHEREFORE**, the Committee and the Association have caused this **MEMORANDUM OF AGREEMENT** to be executed by their duly-authorized representatives.

[Redacted Signature]

\_\_\_\_\_  
Hingham School Committee

[Redacted Signature]

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Hingham School Committee

[Redacted Signature]

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Hingham Education Association

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Hingham Education Association

SCHEDULE A-1

**BASE ANNUAL SALARIES**  
**Effective School Year 2020-2021**

<b>Step</b>	<b>Bachelors Degree</b>	<b>Bachelors + 15 Degree*</b>	<b>Masters Degree</b>	<b>Masters + 15 Degree **</b>	<b>Masters + 30 Degree</b>	<b>Masters + 60 Degree</b>	<b>Doctorate Degree</b>
1	54,452	56,723	59,330	61,765	64,201	66,990	69,775
2	57,148	59,446	62,412	65,053	67,695	70,632	73,566
3	59,844	62,169	65,494	68,341	71,190	74,275	77,357
4	62,541	64,891	68,576	71,630	74,683	77,918	81,148
5	65,237	67,615	71,658	74,917	78,178	81,560	84,938
6	67,934	70,337	74,741	78,205	81,672	85,203	88,730
7	70,631	73,061	77,822	81,494	85,167	88,846	92,520
8	73,327	75,783	80,904	84,781	88,661	92,489	96,311
9	76,024	78,506	83,986	88,070	92,156	96,131	100,103
10	78,721	81,229	87,068	91,358	95,651	99,773	103,893
11	81,416	83,952	90,150	94,646	99,145	103,417	107,684
12	84,113	86,675	93,232	97,934	102,639	107,059	111,475
13	86,810	89,398	96,314	101,223	106,133	110,702	115,266

\* Only credits earned after 9/1/95 may be counted.

\*\* Only credits earned after 8/25/14 may be counted by nurses towards salary advancement beyond the Masters Degree lane.

SCHEDULE A-2

**BASE ANNUAL SALARIES**  
**Effective School Year 2021-2022**

<b>Step</b>	<b>Bachelors Degree</b>	<b>Bachelors + 15 Degree*</b>	<b>Masters Degree</b>	<b>Masters + 15 Degree **</b>	<b>Masters + 30 Degree</b>	<b>Masters + 60 Degree</b>	<b>Doctorate Degree</b>
1	55,541	57,857	60,517	63,000	65,485	68,330	71,171
2	58,291	60,635	63,660	66,354	69,049	72,045	75,037
3	61,041	63,412	66,804	69,708	72,614	75,761	78,904
4	63,792	66,189	69,948	73,063	76,177	79,476	82,771
5	66,542	68,967	73,091	76,415	79,742	83,191	86,637
6	69,293	71,744	76,236	79,769	83,305	86,907	90,505
7	72,044	74,522	79,378	83,124	86,870	90,623	94,370
8	74,794	77,299	82,522	86,477	90,434	94,339	98,237
9	77,544	80,076	85,666	89,831	93,999	98,054	102,105
10	80,295	82,854	88,809	93,185	97,564	101,768	105,971
11	83,044	85,631	91,953	96,539	101,128	105,485	109,838
12	85,795	88,409	95,097	99,893	104,692	109,200	113,705
13	88,546	91,186	98,240	103,247	108,256	112,916	117,571

\* Only credits earned after 9/1/95 may be counted.

\*\* Only credits earned after 8/25/14 may be counted by nurses towards salary advancement beyond the Masters Degree lane.

**BASE ANNUAL SALARIES**  
**Effective School Year 2022-2023**

<b>Step</b>	<b>Bachelors Degree</b>	<b>Bachelors + 15 Degree*</b>	<b>Masters Degree</b>	<b>Masters + 15 Degree **</b>	<b>Masters + 30 Degree</b>	<b>Masters + 60 Degree</b>	<b>Doctorate Degree</b>
1	56,652	59,014	61,727	64,260	66,795	69,697	72,594
2	59,457	61,848	64,933	67,681	70,430	73,486	76,538
3	62,262	64,680	68,140	71,102	74,066	77,276	80,482
4	65,068	67,513	71,347	74,524	77,701	81,066	84,426
5	67,873	70,346	74,553	77,943	81,337	84,855	88,370
6	70,679	73,179	77,761	81,364	84,971	88,645	92,315
7	73,485	76,012	80,966	84,786	88,607	92,435	96,257
8	76,290	78,845	84,172	88,207	92,243	96,226	100,202
9	79,095	81,678	87,379	91,628	95,879	100,015	104,147
10	81,901	84,511	90,585	95,049	99,515	103,803	108,090
11	84,705	87,344	93,792	98,470	103,151	107,595	112,035
12	87,511	90,177	96,999	101,891	106,786	111,384	115,979
13	90,317	93,010	100,205	105,312	110,421	115,174	119,922

\* Only credits earned after 9/1/95 may be counted.

\*\* Only credits earned after 8/25/14 may be counted by nurses towards salary advancement beyond the Masters Degree lane.

<b>SCHEDULE B1: COACHING STIPENDS 2020-2021</b>		<b>Step</b>	<b>Step</b>	<b>Step</b>
<b>Sport or Activity</b>	<b>Position</b>	<b>1</b>	<b>2</b>	<b>3</b>
Football	Head	6,940	8,530	10,486
	Assistant	4,463	5,257	6,049
	Junior Varsity	4,264	5,057	5,856
	Assistant Junior Varsity	3,097	3,554	4,008
	Freshman	4,264	5,057	5,856
	Assistant Freshman	2,685	3,076	3,470
Soccer	Head	4,786	5,647	6,740
	Assistant	2,864	3,230	3,786
	Freshman	2,495	2,864	3,230
Cross Country	Head	4,779	5,647	6,740
	Assistant	1,864	2,143	2,584
Volleyball	Head	4,779	5,647	6,740
	Junior Varsity	3,297	3,714	4,357
	Freshman	2,870	3,297	3,714
Winter Track	Head	5,060	6,050	7,858
	Assistant	3,478	4,089	4,905
Basketball	Head	5,057	6,049	7,858
	Assistant	3,478	4,089	4,905
	Freshman	3,175	3,807	4,446
Hockey	Head	5,060	6,050	7,858
	Assistant	3,390	3,991	4,788
	Junior Varsity	3,120	3,670	4,401
Swimming	Head	4,623	5,514	6,272
	Assistant	2,870	3,297	3,714
	Dive Coach	862	991	1,194
Baseball	Head	4,779	5,647	6,740
	Assistant	3,240	3,654	4,280
	Freshman	2,814	3,240	3,654
Track	Head	4,779	5,647	6,740
	Assistant	3,198	3,611	4,224
Tennis	Head	3,943	4,746	5,324
	Assistant	2,810	3,073	3,739
Golf	Head	3,107	3,849	4,350
	Assistant	862	991	1,194
Gymnastics	Head	3,933	4,692	5,699
	Assistant	2,810	3,073	3,739
Wrestling	Head	5,131	6,120	7,858
	Assistant	3,765	4,320	4,876
Softball	Head	4,779	5,647	6,740
	Assistant	3,240	3,654	4,280
Lacrosse	Head	4,779	5,647	6,740
	Assistant	3,011	3,393	3,976
	Freshman	2,617	3,011	3,393
Field Hockey	Head	4,779	5,647	6,740
	Assistant	3,297	3,714	4,357
	Freshman	2,870	3,297	3,714
Skiing	Head	3,644	4,189	5,047
	Assistant	1,864	2,143	2,584
Sailing	Head	3,107	3,849	4,350
	Assistant	1,864	2,143	2,584
Dance	Head	3,107	3,849	4,350
	Assistant	1,312	2,143	2,584

Intramural coaching will be compensated at the rate of \$29.27 per hour.

<b>SCHEDULE B2: COACHING STIPENDS 2021-2022</b>		<b>Step</b>	<b>Step</b>	<b>Step</b>
<b>Sport or Activity</b>	<b>Position</b>	<b>1</b>	<b>2</b>	<b>3</b>
Football	Head	7,079	8,701	10,696
	Assistant	4,552	5,362	6,170
	Junior Varsity	4,349	5,158	5,973
	Assistant Junior Varsity	3,159	3,625	4,088
	Freshman	4,349	5,158	5,973
	Assistant Freshman	2,739	3,138	3,539
Soccer	Head	4,882	5,760	6,875
	Assistant	2,921	3,295	3,862
	Freshman	2,545	2,921	3,295
Cross Country	Head	4,875	5,760	6,875
	Assistant	1,901	2,186	2,636
Volleyball	Head	4,875	5,760	6,875
	Junior Varsity	3,363	3,788	4,444
	Freshman	2,927	3,363	3,788
Winter Track	Head	5,161	6,171	8,015
	Assistant	3,548	4,171	5,003
Basketball	Head	5,158	6,170	8,015
	Assistant	3,548	4,171	5,003
	Freshman	3,239	3,883	4,535
Hockey	Head	5,161	6,171	8,015
	Assistant	3,458	4,071	4,884
	Junior Varsity	3,182	3,743	4,489
Swimming	Head	4,715	5,624	6,397
	Assistant	2,927	3,363	3,788
	Dive Coach	879	1,011	1,218
Baseball	Head	4,875	5,760	6,875
	Assistant	3,305	3,727	4,366
	Freshman	2,870	3,305	3,727
Track	Head	4,875	5,760	6,875
	Assistant	3,262	3,683	4,308
Tennis	Head	4,022	4,841	5,430
	Assistant	2,866	3,134	3,814
Golf	Head	3,169	3,926	4,437
	Assistant	879	1,011	1,218
Gymnastics	Head	4,012	4,786	5,813
	Assistant	2,866	3,134	3,814
Wrestling	Head	5,234	6,242	8,015
	Assistant	3,840	4,406	4,974
Softball	Head	4,875	5,760	6,875
	Assistant	3,305	3,727	4,366
Lacrosse	Head	4,875	5,760	6,875
	Assistant	3,071	3,461	4,056
	Freshman	2,669	3,071	3,461
Field Hockey	Head	4,875	5,760	6,875
	Assistant	3,363	3,788	4,444
	Freshman	2,927	3,363	3,788
Skiing	Head	3,717	4,273	5,148
	Assistant	1,901	2,186	2,636
Sailing	Head	3,169	3,926	4,437
	Assistant	1,901	2,186	2,636
Dance	Head	3,169	3,926	4,437
	Assistant	1,338	2,186	2,636

Intramural coaching will be compensated at the rate of \$29.86 per hour.

<b>SCHEDULE B3: COACHING STIPENDS 2022-2023</b>		<b>Step</b>	<b>Step</b>	<b>Step</b>
<b>Sport or Activity</b>	<b>Position</b>	<b>1</b>	<b>2</b>	<b>3</b>
Football	Head	7,221	8,875	10,910
	Assistant	4,643	5,469	6,293
	Junior Varsity	4,436	5,261	6,092
	Assistant Junior Varsity	3,222	3,698	4,170
	Freshman	4,436	5,261	6,092
	Assistant Freshman	2,794	3,201	3,610
Soccer	Head	4,980	5,875	7,013
	Assistant	2,979	3,361	3,939
	Freshman	2,596	2,979	3,361
Cross Country	Head	4,973	5,875	7,013
	Assistant	1,939	2,230	2,689
VolleyBall	Head	4,973	5,875	7,013
	Junior Varsity	3,430	3,864	4,533
	Freshman	2,986	3,430	3,864
Winter Track	Head	5,264	6,294	8,175
	Assistant	3,619	4,254	5,103
Basketball	Head	5,261	6,293	8,175
	Assistant	3,619	4,254	5,103
	Freshman	3,304	3,961	4,626
Hockey	Head	5,264	6,294	8,175
	Assistant	3,527	4,152	4,982
	Junior Varsity	3,246	3,818	4,579
Swimming	Head	4,809	5,736	6,525
	Assistant	2,986	3,430	3,864
	Dive Coach	897	1,031	1,242
Baseball	Head	4,973	5,875	7,013
	Assistant	3,371	3,802	4,453
	Freshman	2,927	3,371	3,802
Track	Head	4,973	5,875	7,013
	Assistant	3,327	3,757	4,394
Tennis	Head	4,102	4,938	5,539
	Assistant	2,923	3,197	3,890
Golf	Head	3,232	4,005	4,526
	Assistant	897	1,031	1,242
Gymnastics	Head	4,092	4,882	5,929
	Assistant	2,923	3,197	3,890
Wrestling	Head	5,339	6,367	8,175
	Assistant	3,917	4,494	5,073
Softball	Head	4,973	5,875	7,013
	Assistant	3,371	3,802	4,453
Lacrosse	Head	4,973	5,875	7,013
	Assistant	3,132	3,530	4,137
	Freshman	2,722	3,132	3,530
Field Hockey	Head	4,973	5,875	7,013
	Assistant	3,430	3,864	4,533
	Freshman	2,986	3,430	3,864
Skiing	Head	3,791	4,358	5,251
	Assistant	1,939	2,230	2,689
Sailing	Head	3,232	4,005	4,526
	Assistant	1,939	2,230	2,689
Dance	Head	3,232	4,005	4,526
	Assistant	1,365	2,230	2,689

Intramural coaching will be compensated at the rate of \$30.46 per hour.

<b>SCHEDULE C:</b>	<b>EXTRA-CURRICULAR STIPENDS</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
<b>High School</b>				
<b>Activity</b>	<b>Position</b>			
ADL	Advisor	4,119	4,201	4,285
ADL	Assistant Advisor	2,061	2,102	2,144
AFS Club	Advisor	1,400	1,428	1,457
Amnesty International	Advisor	1,400	1,428	1,457
Best Buddies	Advisor	1,400	1,428	1,457
Biology	Advisor	1,400	1,428	1,457
Class Advisor	Grades 9 and 10	1,983	2,023	2,063
Class Advisor	Grades 11 and 12	2,182	2,226	2,271
Debate Club	Advisor	2,061	2,102	2,144
Drama	Director	4,934	5,033	5,134
	Musical Director	2,780	2,836	2,893
	Choreographer	1,974	2,013	2,053
	Producer - Musical	1,581	1,613	1,645
	Festival Director	3,880	3,958	4,037
	Asst. Festival Director	1,938	1,977	2,017
	Drama Spring Production	Director	4,934	5,033
	Assistant Director	1,938	1,977	2,017
Freshman Advisory	Advisor	4,119	4,201	4,285
	Assistant Advisor	228	233	238
Global Citizen	Advisor	4,365	4,452	4,541
	Assistant Advisor	1,379	1,407	1,435
Green Team	Advisor	1,400	1,428	1,457
GSA	Advisor	1,400	1,428	1,457
Language Clubs	Advisor	1,400	1,428	1,457
Literary Journal - Outer Limits	Advisor	1,400	1,428	1,457
Math Team	Advisor	2,061	2,102	2,144
Mock Trial	Advisor	2,061	2,102	2,144
Model UN	Advisor	1,400	1,428	1,457
Music	Jazz Band Director	4,934	5,033	5,134
	Choral Spectrum Director	4,934	5,033	5,134
	Freshmen Choral Spectrum Director	2,780	2,836	2,893
	Chamber Orchestra Director	4,934	5,033	5,134
	Chamber Winds Director	2,780	2,836	2,893
National Honor Society	Advisor	1,983	2,023	2,063
Newspaper (Harborlight)	Advisor	3,517	3,587	3,659
Oceanography	Advisor	1,400	1,428	1,457
Quiz Bowl	Advisor	2,061	2,102	2,144
Robotics	Advisor	2,061	2,102	2,144



SADD	Advisor	1,400	1,428	1,457
Student Council	Advisor	3,517	3,587	3,659
	Assistant 1	1,581	1,613	1,645
	Assistant 2	1,581	1,613	1,645
WHHS - TV	Advisor	1,400	1,428	1,457
Yearbook	Advisor	3,517	3,587	3,659
	Assistant	1,762	1,797	1,833

<b>SCHEDULE C:</b>	<b>EXTRA-CURRICULAR STIPENDS</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
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**Middle School**

<b>Activity</b>	<b>Position</b>			
Adventurers Club	Advisor	2,965	3,024	3,084
Ambassador Club	Advisor	1,400	1,428	1,457
Band Club	Advisor	1,400	1,428	1,457
Class Advisors	Advisor	1,983	2,023	2,063
Drama	Director	3,880	3,958	4,037
	Musical Director	2,780	2,835	2,892
	Assistant Director	2,780	2,835	2,892
	Producer - Musical	795	810	826
Future City (Prev. Science Olympics )	Advisor	1,400	1,428	1,457
History Hunters	Advisor	1,400	1,428	1,457
Homework Club	Advisor	1,400	1,428	1,457
Language Clubs	Advisor	1,400	1,428	1,457
Lego Robotics (Prev Explorers and Science)	Advisor	1,400	1,428	1,457
Literary Art Magazine	Advisor	1,400	1,428	1,457
Math Club	Advisor	1,400	1,428	1,457
Music	Choral Spectrum Director	2,780	2,835	2,892
	Chamber Orchestra Director	2,780	2,835	2,892
	Jazz Band Director	2,780	2,835	2,892
New Clubs – First Year School Committee Approved	Advisor	701	715	729
Ski Club	Advisor	1,400	1,428	1,457
Video News Club (Prev. Newspaper)	Advisor	1,400	1,428	1,457
Yearbook	Advisor	2,965	3,024	3,084

<b>SCHEDULE D:</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
<b>Position</b>			
Elementary Lead Teacher	\$3,217	\$3,281	\$3,347
Department Resource Teacher/Coordinator	\$3,331	\$3,398	\$3,466
Audio Visual Coordinator	\$3,007	\$3,067	\$3,128
Mentoring Chairs	\$2,144	\$2,187	\$2,231
Teacher Mentors	\$776	\$792	\$808
School-Based Mentoring Coordinators	\$1,517	\$1,547	\$1,578

Teachers who are assigned to participate in or facilitate or present at curriculum workshops shall be compensated at the per hour rate of \$43.34 effective with the beginning of the 2020-2021 school year, \$44.20 effective with the beginning of the 2021-2022 school year, and \$45.08 effective with the beginning of the 2022-2023 school year, for the number of hours agreed upon between the teacher and the Administration.

Exhibit A

**Hingham Public Schools  
Longevity Plan B Application Form**

**Article XLIV Longevity**

44.21 Bargaining unit members with twenty (20) completed years of service in the Hingham Public Schools (and who have not participated in any prior version of this Longevity Plan B) may elect longevity payments for the three (3) consecutive years, following the member's application and acceptance, under the provisions of Article XLIV in the following amounts:

First year of participation	\$4,000
Second year of participation	\$4,000
Third year of participation	\$4,000

44.22 Longevity payments specified in Section 44.1 (Longevity Plan A) of this Article will cease upon application and acceptance into Longevity Plan B. No member who is receiving or has received payments under Longevity Plan B receive payments under Longevity Plan A. Discontinuation in Longevity Plan A shall become effective on September 1 of the school year in which the member receives his/her first payment of four thousand (\$4,000.) dollars.

44.23 Eligibility to participate in the early notification of retirement incentive in Article XL will cease upon application and acceptance into Longevity Plan B.

44.24 Bargaining unit members will be entitled to the entire sum of twelve thousand (\$12,000.) dollars regardless of date of termination, but for a given year, a bargaining unit member shall not receive payment if, prior to the payment date in that year, the bargaining unit member has resigned employment with the District, but this shall not affect any entitlement to longevity payments in subsequent years. Payments will continue until the remaining credit is exhausted if an entitled unit member resigns, retires or otherwise severs his/her employment with the Hingham Public Schools.

44.25 Members shall be allowed to elect and accept Longevity Plan B only once during their employ by the Town of Hingham and the Hingham Public Schools.

44.26 Participation in Longevity Plan B is irrevocable thirty (30) days after receipt of notification of acceptance into the Plan.

44.27 Applications must be submitted on or before October 15<sup>th</sup> of the school year prior to the school year in which the payments are to begin for every year thereafter.

I wish to participate in the Longevity Plan B beginning in the 20\_\_\_\_ - 20\_\_\_\_ school year and have read and accepted the above terms and conditions of this benefit.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This application must be returned to the Superintendent's Office on or before October 15<sup>th</sup>.

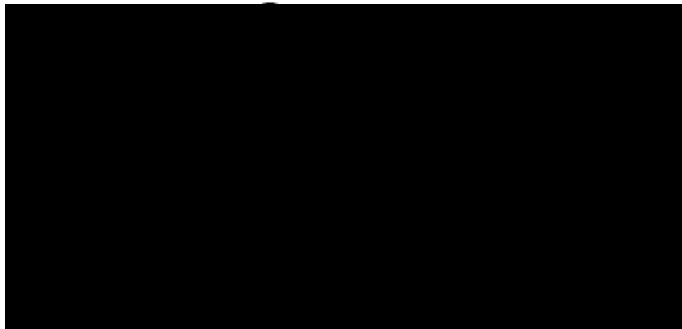
**FYI: The MA Teachers Retirement System has determined that Longevity B payments are no longer considered "pensionable" earnings, i.e. they will not be factored into the calculation of a member's retirement pay.**

Exhibit B

SIDE LETTER AGREEMENT

1. This side letter agreement is made between the Hingham Education Association and the Hingham School Committee, each referred to herein as a "party" and collectively as the "parties."
2. The parties have negotiated concerning and have agreed to the HPS Educator Evaluation Handbook, which is appended hereto as Exhibit A, and which has been incorporated by reference into the parties' September 1, 2011 through August 31, 2014 collective bargaining agreement.
3. The parties agree that their consideration of and decision not to include in the HPS Educator Evaluation Handbook the second and third sentences in Section 26F of the DESE Teacher and Caseload Educator Model Contract Language (relating to the arbitrator's authority), as well as their decisions to make or withdraw any written or verbal proposals regarding arbitrator authority, were made without prejudice to the parties' respective positions on the matter and that such consideration and decisions and the existence of said sentence in the Model Contract Language will not be used by either party in any forum as evidence of bargaining history or as the basis for any argument as to the proper interpretation to be given to the evaluation procedure adopted by the parties.

HINGHAM EDUCATION ASSOCIATION



/s/ HINGHAM SCHOOL COMMITTEE

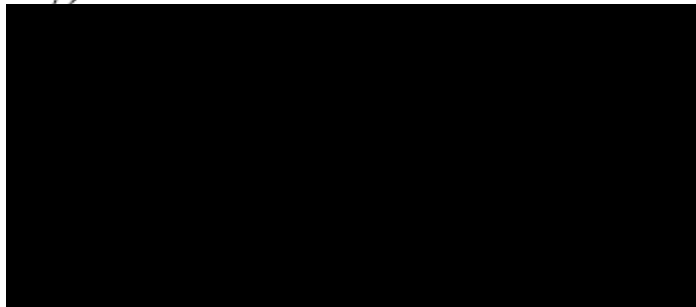
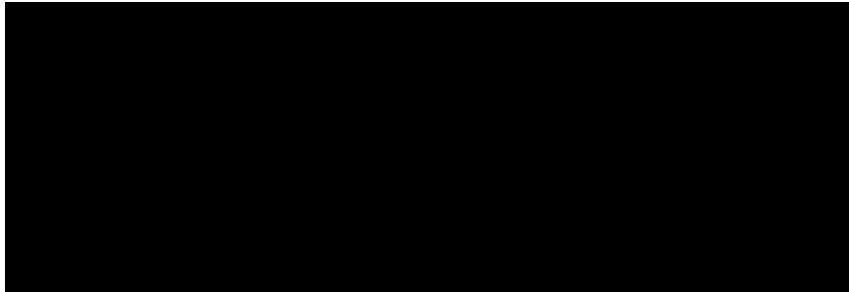


EXHIBIT C

SIDE LETTER AGREEMENT

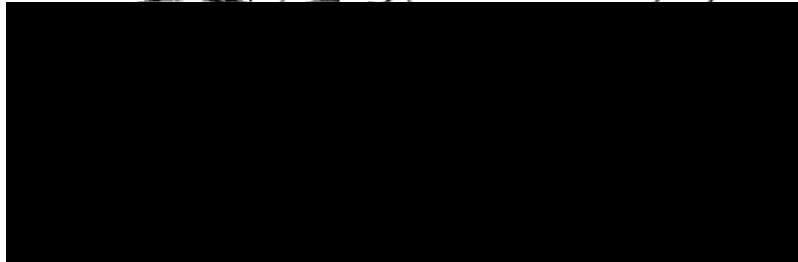
1. This side letter agreement is made between the Hingham Education Association and the Hingham School Committee, each referred to herein as a "party" and known collectively as the "parties."
2. The parties agree that all appointment letters and letters providing reasonable assurance of employment for the 2014 - 2015 school year shall be deemed modified to reflect the revised step system and step placement provisions contained in their memorandum of agreement for a 2014 - 2017 collective bargaining agreement. For teachers receiving an initial appointment letter, the District shall issue revised letters. For teachers already employed by the District and receiving letters of reasonable assurance of employment, those letter shall be deemed to have been modified by this side letter, and the District shall not be required to issue new letters.

HINGHAM EDUCATION ASSOCIATION



Date

HINGHAM SCHOOL COMMITTEE



Date

Exhibit D: Hingham Public Schools Educator Evaluation Handbook



**HINGHAM PUBLIC SCHOOLS**  
**EDUCATOR EVALUATION HANDBOOK**  
**(HEA TEACHER AND CASELOAD EDUCATORS)**

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Ratified by the Hingham Education Association (9/30/13)  
Ratified by the Hingham School Committee (10/7/13)

Updated: 9/6/2016

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# HEA Teacher and Caseload Educators

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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 developed and 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:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

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

- A) **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of not less than 10 minutes practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) **\*District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The District-determined measures shall be developed collaboratively by educators at the subject, department or grade level. Measures developed must be consistent across the district and supported

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by the curriculum. If collaborative development does not result in consensus, a tripartite panel, consisting of an HEA representative an administrator and mutually agreed upon third party, will make the determination of the measures to be used. The panel's decision shall be final.

- F) **\*Educator(s)**: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) **\*Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
  - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 45 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In the case of an educator receiving a rating of unsatisfactory near the end of the school year, the educator may choose to complete activities in the Improvement Plan during the summer before the next school year begins.
- H) **\*ESE**: The Massachusetts Department of Elementary and Secondary Education.
- I) **\*Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) **\*Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
  - i) **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

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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.
- K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L) **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M) **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N) **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O) **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P) **\*Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores.
- S) **New Assignment:** An educator with PTS shall be considered in a new assignment when teaching under a different license.

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- T) **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of not less than ten minutes duration by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in person or at the request the Educator, through video. Video observations will be done openly and with knowledge of the Educator. The video recording will become the property of the Educator. The parties agree to bargain the protocols of video observations should the Educator wish to adopt such practice. 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.
- U) **Parties:** The parties to this agreement are the Hingham School Committee and the Hingham Education Association.
- V) **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W) **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X) **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

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- Z) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
  - ii) Standard 2: Teaching All Students
  - iii) Standard 3: Family and Community Engagement
  - iv) Standard 4: Professional Culture
  - v) Attainment of Professional Practice Goal(s)
  - vi) Attainment of Student Learning Goal(s)
- AA) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
  - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- BB) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
- CC) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, school psychologists or school nurses.
- EE) **\*Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

3) **Evidence Used In Evaluation**

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

- A) Multiple measures of student learning, growth, and achievement, which shall include:

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- 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) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required.
  - iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
  - iv) 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, developed collaboratively should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of not less than 10 minutes.
  - 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.
- C) Evidence relevant to one or more Performance Standards, including but not limited to:
- i) Evidence compiled and presented by the Educator, including:
    - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - (b) Evidence of active outreach to and engagement with families;
  - ii) Evidence of progress towards professional practice goal(s);
  - iii) Evidence of progress toward student learning outcomes goal(s).
  - iv) Student and Staff Feedback – see # 23-24, below; and
  - 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.

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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 districts may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or adopted by the district and reviewed by ESE.

5) **Evaluation Cycle: Training**

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.
- B) By November 1<sup>st</sup> of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1<sup>st</sup> 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 ESE. The Superintendent will work with the HEA to determine the most effective means of providing training.

6) **Evaluation Cycle: Annual Orientation**

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
  - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
  - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
  - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

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 on or about October 1<sup>st</sup>, but not later than October 11<sup>th</sup>, 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.

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- (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:
    - (1st) At least one goal directly related to improving the Educator's own professional practice.
    - (2nd) At least one goal directed related to improving student learning.

**B) Proposing the goals**

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal setting process, the Hingham Public Schools will provide assessment data and analysis and copies of the school and district goals to all educators.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October on or about 1<sup>st</sup>, but not later than October 6<sup>th</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) 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



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performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined as outlined in #22, below.

- 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 on or about October 15<sup>th</sup>, but not later than October 26<sup>th</sup>, 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 on or about October 15<sup>th</sup>, but not later than October 21<sup>st</sup>, 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 on or about, November 1<sup>st</sup>, but no later than November 11<sup>th</sup>. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response which shall be attached to the Plan. The Educator's signature indicates that the Educator received the plan. 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) In the first, second and third years assigned to the Hingham Public School district:
- i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
  - ii) The Educator shall have at least four unannounced observations, two of which must be full period 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 announced observation, not less than one full period at the secondary level and not less than 30 minutes at the elementary level and at least one unannounced observation, not less than 10 minutes during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.

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- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be less than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no less than one announced and two unannounced observations.

11) **Observations**

The Evaluator's first observation of the Educator on a one-year plan shall take place on or about December 1<sup>st</sup> but not later than December 6<sup>th</sup> for non-PTS Educators and no later than December 11<sup>th</sup> for Educators with PTS. Observations required by the Educator Plan shall be completed on or about May 15<sup>th</sup>, but no later than May 20<sup>th</sup> for non-PTS Educators and no later than May 26<sup>th</sup> for Educators with PTS. 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.

A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations of not less than 10 minutes in duration, The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, placed in the Educator's mailbox or mailed to the Educator's home.
- ii) 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.

B) Announced Observations

- i) All PTS Educators who are rated proficient or exemplary shall have at least one Announced Observation every two years. All non-PTS Educators and PTS Educators on Improvement Plans shall have at least one Announced Observation every year.
  - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be no less than one full period at the high school and middle school level and nor less than 30 minutes at the elementary level.
  - (b) Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.
    - (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is

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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.

(c) 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.

(d) 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.

## 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.

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

C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

D) No less than 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

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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 face-to-face, or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. 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.
- 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.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C) No 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 face-to-face, or to the Educator's school mailbox or home.
- 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.

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- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
  - 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. 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.
  - I) If the rating in the Formative Evaluation 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.

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 report must be written and provided to the educator on or about May 15<sup>th</sup>, but no later than May 26<sup>th</sup>.
- 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) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
- F) 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.
- G) 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.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

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- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, or to the Educator's school mailbox or home on or about May 15<sup>th</sup>, but no later than May 26<sup>th</sup>.
  - J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
  - K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur on or about June 10<sup>th</sup>, but no later than June 21<sup>st</sup>.
  - L) 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.
  - M) The Educator shall sign the final Summative Evaluation report on or about June 15<sup>th</sup>, but no later than June 26<sup>th</sup>. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
  - N) The Educator shall sign and have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
  - O) 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 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.
- 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.

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- 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, and after 2016-2017 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
  - B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2016-2017 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.
- 18) **Educator Plans: Directed Growth Plan**
- A) 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 May 15th.
  - 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.
  - 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.
- 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 of no fewer than 45 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the end of the school year, the Educator may choose to complete activities in the Improvement Plan during the summer before the next school year begins.
  - C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

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- 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.
- 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 the provision of specific assistance to the Educator.
  - ii) At the Educator's request, a representative of the Association shall be allowed to attend the meeting(s).
  - iii) If the Educator consents, the Employee Organization/Association will be informed that an Educator has been placed on an Improvement Plan.
- 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;
  - 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. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) 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:



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- (a) 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.
  - (b) 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.
  - (c) 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.
  - (d) 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

Activity:	On or about stated date, but no later than 5 days (non-PTS) or no later than 10 days (PTS) after the date listed below.
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator shall complete first observation of each Educator	December 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	January 5 <sup>th</sup>
Evaluator shall complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	April 20
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10

Educator signs Summative Evaluation Report and adds response, if any	June 15
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A) **Educators with PTS on Two Year Plans**

<b>Activity:</b>	<b>On or about stated date, but no later than 10 days after the date listed below:</b>
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) **Educators on Plans of Less than One Year**

- i) The timeline for educators on Plans of less than one 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.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2016-2017 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

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## 22. Rating of Educator Impact on Student Learning (ISL)

- A) Basis of the Impact on Student Learning Rating
  - i) The following student performance measures shall be used in combination with professional judgment to determine an educator's impact on student learning, growth, and achievement.
    - (a) Statewide growth measure(s)
      - (1st) Where available, statewide growth measures must be selected each year as one of the measures used to determine the educator's ISL.
      - (2nd) Statewide growth measures include the MCAS Student Growth Percentile, or its equivalent, and ACCESS and gain score for ELLs.
    - (b) District-Determined Measures (DDMs) of student learning, growth, or achievement
- B) Identifying and Selecting District-Determined Measures
  - i) DDM Selection Criteria
    - (a) DDMs may consist of *direct* or *indirect* measures.
      - (1st) A *direct* measure assesses student growth in a specific content area or domain of social-emotional or behavioral learning over time.
        - (i) For all classroom educators, at least one measure in each year that will be used to determine an educator's ISL Rating must be a *direct* measure.
        - (ii) *Direct* measures shall be criterion-referenced, such as, but not limited to: formative, interim and unit pre- and post-assessments in specific subjects, assessments of growth based on performances and/or portfolios of student work judged against common scoring rubrics, and mid-year and end-of-course examinations.
      - (2nd) *Indirect* measures do not measure student growth in a specific content area or domain of social-emotional or behavioral learning but do measure the consequences of that learning.
        - (i) *Indirect* measures include, but are not limited to, changes in: promotion and graduation rates, attendance and tardiness rates, rigorous course-taking pattern rates, college course matriculation and course remediation rates, discipline referral and other behavior rates, and other measures of student engagement and progress.
    - (b) DDMs must be comparable across grade or subject level districtwide.

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- (c) DDMs must include consistent, transparent scoring processes that establish clear parameters for what constitutes *high*, *moderate*, and *low* student growth.
      - (d) DDMs must be aligned to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant Frameworks.
    - ii) Process for Selecting DDMs
      - (a) The district-determined measures shall be developed collaboratively by educators at the subject, department or grade level. Measures developed must be consistent across the district and supported by the curriculum. If collaborative development does not result in consensus, a tripartite panel, consisting of an HEA representative, an administrator and mutually agreed upon third party, will make the determination of the measures to be used. The panel's decision shall be final.
      - (b) Educator and evaluator will determine the two or more DDMs during self-assessment process by September 30th.
  - C) Determining Educator Impact for Each DDM
    - i) The evaluator will meet with the educator annually to conduct a collaborative conversation about the educator's student outcomes on the DDMs administered in the previous year. For each DDM, the evaluator and the educator will exercise their professional development judgment in discussing how the outcomes in student assessments are affected by contextual factors including, but not limited to, the learning challenges presented by the students and the learning environment. Based on their discussions, they will determine together whether, in general, the educator's students achieved *high*, *moderate*, or *low* growth in comparison to the growth expectations for the specific DDM. Based on this conversation, as part of the continuous learning cycle for the educator, the evaluator may recommend that the educator continue using current instructional approaches, materials and/or pacing, or suggest modification or changes to them.
    - ii) Educators shall have an opportunity to review and confirm the roster of students whose scores will be used in the determination of their impact on student growth for each DDM.
      - (a) For full-year or fall semester courses, the DDM results from students who are not enrolled in the grade or course by October 1st or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
      - (b) For spring semester courses, the DDM results from students who are not enrolled in the grade or course by the end of the fourth week of the semester or do not remain enrolled through the final date the DDM is administered shall not be used in the determination of an educator's impact on student growth.
      - (c) DDM results from students who are not present for instruction or education services for at least 95 percent of the allotted instructional or service time shall not be used in the determination of an educator's impact on student growth.
      - (d) The DDM results from students who refuse IEP services shall not be used in the determination of an educator's impact on student growth.

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- D) Determining an Impact on Student Learning (ISL) Rating
- i) The evaluator shall use his/her professional judgment to determine whether an educator is having a *high*, *moderate*, or *low* impact on student learning. The evaluator will consider the designations of student growth that resulted from the annual conversations held pursuant to Section C i) about (*high*, *moderate*, or *low*) from at least two measures (a statewide growth measure must be used as one measure, where available) relative to at least three years of data and will apply professional judgment to those designations in order to designate the educator's ISL Rating. The evaluator's professional judgment must account for contextual factors including, but not limited to, learning challenges presented by the students or the learning environment.
    - (a) A rating of *high* indicates that the educator's students demonstrated significantly higher than one year's growth relative to academic peers in the grade or subject.
    - (b) A rating of *moderate* indicates that the educator's students demonstrated one year's growth relative to academic peers in the grade or subject.
    - (c) A rating of *low* indicates that the educator's students demonstrated significantly lower than one year's student learning growth relative to academic peers in the grade or subject.
  - ii) The evaluator shall meet with the educator rated *low* to discuss the ISL Rating. The evaluator shall meet with the educator rated *moderate* or *high* to discuss the ISL Rating, if either the educator or the evaluator requests such a meeting.
- E) Intersection between the Summative Performance Rating and the ISL Rating
- i) An educator's Summative Performance Rating is a rating of educator practice and remains independent from the educator's ISL Rating, which is a rating of impact on student learning, growth, and achievement.
    - (a) Rating of Overall Educator Performance: The Educator's Overall Performance Rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
      - i. Standard 1: Curriculum, Planning and Assessment
      - ii. Standard 2: Teaching All Students
      - iii. Standard 3: Family and Community Engagement
      - iv. Standard 4: Professional Culture
      - v. Attainment of Professional Practice Goal(s)
      - vi. Attainment of Student Learning Goal(s)
    - (b) Results from DDMs and the ISL Rating are used to inform the educator's Self-Assessment, to develop the professional practice goal or the student learning goal and the resulting Educator Plan. Although Professional Practice goals and Student Learning goals must be measurable educators may but cannot be required to express the goals in numeric terms.
    - (c) DDM results shall not be used, in whole or in part, in an educator's Summative Evaluation to lower the performance rating on any of the four professional standards or on the overall performance rating.

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- ii) Educators with PTS whose overall Summative Performance Rating is *exemplary* and whose ISL Rating is *moderate* or *high* shall be recognized.
  - iii) Educators with PTS whose overall Summative Performance Rating is *proficient* and whose ISL Rating is *moderate* or *high* shall be recognized.
  - iv) Educators with PTS whose overall Summative Performance Rating is *exemplary* or *proficient* and whose ISL Rating is *moderate* or *high* shall be placed on a two-year self-directed growth plan.
  - v) Educators with PTS whose overall Summative Performance Rating is *exemplary* or *proficient* and whose ISL Rating is *low* shall be placed on a one-year self-directed growth plan.
    - (a) In such cases, the evaluator's supervisor shall discuss and review the Summative Performance Rating with the evaluator, and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the evaluator, the superintendent's decision on the rating shall not be subject to review, provided, however, that nothing herein shall preclude the educator from seeking adjustment pursuant to the grievance/arbitration procedures in this agreement.
    - (b) The educator and the evaluator shall analyze the discrepancy between the Summative Performance Rating and ISL Rating to seek to determine the cause of the discrepancy.
    - (c) The Educator Plan may include a goal related to examining elements of practice that may be contributing to *low* impact.
  - vi) Evaluators shall use evidence of educator performance and impact on student learning, growth, and achievement in the goal setting and educator plan development processes, based on the educator's self-assessment and other sources that the evaluator shares with the educator.

### **23. Using Student feedback in Educator Evaluation**

In accordance with 603 CMR 35.07(1) (c) (2), the parties agree that student feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each educator (see Section 3.C). The instruments used to collect student feedback shall include safeguards necessary to protect student confidentiality.

- A. Educator-specific instruments will be employed to collect student feedback. Each staff member will select the feedback tool to be used as part of the self-assessment process.
- B. Educator-specific feedback data will be used, in collaboration with evaluators, as a component of the goal setting and plan development step of the 5-step evaluation cycle.

### **24. Using Staff feedback in Administrator Evaluation**

In accordance with 603 CMR 35.07(1) (c) (3), the parties agree that staff feedback shall be used as evidence relevant to one or more Performance Standards in the evaluation of each administrator. The instruments used to collect staff feedback shall include safeguards necessary to protect staff confidentiality.

- A. Administrator-specific instruments will be employed to collect staff feedback. Each administrator will select the feedback tool to be used as part of the self-assessment process.

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- B. Administrator-specific feedback data will be used, in collaboration with the evaluator, as a component of the goal setting and plan development step of the 5-step evaluation cycle.

## **25. Transition from Existing Evaluation System**

- A) The parties may agree that 50% or more of Educators in the district will be evaluated under the new procedures at the outset of this Agreement, and 50% or fewer will be evaluated under the former evaluation procedures for the first year of implementation of the new procedures in this Agreement. In the first year of implementation of this agreement, staff who will retire at the end of the 2013-14 school year and notify their immediate supervisor by Oct 1, 2013 may be evaluated under the previous evaluation system or other groups by mutual agreement.
- B) The parties shall agree on a process for identifying the Educator Plan that each Educator will be placed on during the Educator's first year being evaluated under the new procedures, providing that Educators who have received ratings of unsatisfactory or its equivalent in the prior year will be placed on Directed Growth or Improvement Plans at the sole discretion of the Superintendent.
- C) In order to facilitate team goal setting by grade level and/or subject specific teams, and to address issues of work load and capacity for evaluators during the first year of the new evaluation system, the parties agree to collaboratively develop a chart (included in the Appendix) to indicate which educators will be on a one year Self-Directed Growth Plan and which educators will be on a two year Self-Directed Growth Plan for the first year of implementation of the new evaluation system.
- D) The existing evaluation system will remain in effect until the provisions set forth in this Article are implemented. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).

## **26. General Provisions**

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.



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- E) The parties agree that there will be continuous need to review and revise this Evaluations Procedure annually for the first 3 years. To that end, the parties agree to the following:
- i) The creation of a joint labor-management evaluation team to jointly review and revise, if necessary, the Evaluation Procedure no later than May 15th of each school year through School Year 2015-2016.
  - ii) Said review and revision shall include, but not be limited to, the parties amending by mutual consent, this agreement and by adding any other aspect needed to implement the Evaluation Procedure.
  - iii) To open the Evaluation Procedure to collectively bargain whenever DESE makes regulatory changes so that said changes can be implemented in a timely fashion.
- F) Violations of this article are subject to the grievance and arbitration procedures. See side letter to the 2011-2014 contract.

# HINGHAM PUBLIC SCHOOLS

## EDUCATOR EVALUATION CYCLE & TIMELINE ANNUAL CYCLE

DEVELOPING EDUCATOR PLAN												
Educators Without Professional Teaching Status (NPTS)												
Self-Assessment and Analysis		Goal Setting and Plan Development		Plan Implementation and Collection of Evidence		Formative Assessment			Summative Evaluation			
September		October		October – May		January – February			April – June			
Sept. 15	Sept. 30	Oct. 1	Oct. 15	Nov. 1	Ongoing	Jan. 5	Feb. 1	Feb. 15	April 20	May 15	June 1 & 10	June 15
<ul style="list-style-type: none"> <li>• Annual orientation on evaluation cycle/process/timelines conducted by supt., principal/designee</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators meet with 1<sup>st</sup> year teachers to assist with self-assessment and goal setting</li> <li>• Educators complete self-assessment and develop proposed goals; one student learning goal and one professional practice goal</li> <li>• First year teachers must include induction and mentoring activities in goals</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluator meetings with 1<sup>st</sup> year teachers completed</li> <li>• Educators submit self-assessment and proposed goals</li> <li>• Second and third year teachers may include shared grade level or subject area team goals</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluator meetings with Educators in teams and/or individually to develop Educator Plan completed</li> <li>• Educators submit Educator Plans to Evaluators</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators complete Educator Plans</li> <li>• Educators sign and return Educator Plans within 5 school days of receipt</li> <li>• Educators implement Plan</li> </ul>	<ul style="list-style-type: none"> <li>• At least one announced observation and at least 4 unannounced observations—2 of which must be full period</li> <li>• Evaluators complete 1<sup>st</sup> observations of educators on one-year plans by Dec. 1</li> <li>• Educators collect evidence-products of practice, multiple measures of student learning, and other</li> </ul>	<ul style="list-style-type: none"> <li>• Educators submit evidence on parent outreach, professional growth, progress on goals and other standards to Evaluators</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators complete mid-cycle Formative Assessment Reports including progress on goals and progress on each standard and provide copy to Educators</li> <li>• Educators sign and return within 5 school days of receipt with response in writing, if any</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators hold Formative Assessment meeting if requested by Evaluators or Educators</li> <li>• As a result of Formative Evaluation Report, Evaluator may change Educator Plan activities</li> </ul>	<ul style="list-style-type: none"> <li>• Educators submit evidence on parent outreach, professional growth, progress on goals and other standards to Evaluators</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators complete and provide Summative Evaluation Report to Educators</li> <li>• Evaluators include in report progress on goals, a rating on each standard, and summative overall rating</li> </ul>	<ul style="list-style-type: none"> <li>• <u>June 1</u></li> <li>• Evaluators meet with Educators rated needs improvement or unsatisfactory to discuss evaluation</li> <li>• <u>June 10</u></li> <li>• Evaluators meets with proficient/exemplary Educators if requested by Evaluators or Educators</li> </ul>	<ul style="list-style-type: none"> <li>• Educators sign and return Summative Evaluation Report with response in writing, if any</li> </ul>

- Due dates above are to be completed on or about the stated date, but no later than five days after the date listed above.

# HINGHAM PUBLIC SCHOOLS

## EDUCATOR EVALUATION CYCLE & TIMELINE ONE-YEAR CYCLE

SELF-DIRECTED GROWTH PLAN												
Educators With Professional Teaching Status (PTS)												
Self-Assessment and Analysis		Goal Setting and Plan Development		Plan Implementation and Collection of Evidence		Formative Assessment			Summative Evaluation			
September		October		October – May		January – February			April – June			
Sept. 15	Sept. 30	Oct. 1	Oct. 15	Nov. 1	Ongoing	Jan. 5	Feb. 1	Feb. 15	April 20	May 15	June 1 & 10	June 15
<ul style="list-style-type: none"> <li>• Annual orientation on evaluation cycle/process/timelines conducted by supt., principal/designee</li> </ul>	<ul style="list-style-type: none"> <li>• Educators complete self-assessment and develop proposed goals; one student learning goal and one professional practice goal</li> <li>• Educators may establish team goals</li> </ul>	<ul style="list-style-type: none"> <li>• Educators submit self-assessment and proposed goals</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluator meetings with Educators in teams and/or individually to develop Educator Plan completed</li> <li>• Educators submit Educator Plans to Evaluators</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators complete Educator Plans</li> <li>• Educators sign and return Educator Plans within 5 school days of receipt</li> <li>• Educators implement Plan</li> </ul>	<ul style="list-style-type: none"> <li>• At least one announced observation and at least one unannounced observation</li> <li>• Evaluators complete 1<sup>st</sup> observations of educators on one-year plans by Dec. 1</li> <li>• Educators collect evidence-products of practice, multiple measures of student learning, and other</li> </ul>	<ul style="list-style-type: none"> <li>• Educators submit evidence on parent outreach, professional growth, progress on goals and other standards to Evaluators</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators complete mid-cycle Formative Assessment Reports including progress on goals and progress on each standard and provide copy to Educators</li> <li>• Educators sign and return within 5 school days of receipt with response in writing, if any</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators hold Formative Assessment meeting if requested by Evaluators or Educators</li> <li>• As a result of Formative Evaluation Report, Evaluator may change Educator Plan activities</li> </ul>	<ul style="list-style-type: none"> <li>• Educators submit evidence on parent outreach, professional growth, progress on goals and other standards to Evaluators</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators complete and provide Summative Evaluation Report to Educators</li> <li>• Evaluators include in report progress on goals, a rating on each standard, and summative overall rating</li> </ul>	<ul style="list-style-type: none"> <li>• <u>June 1</u></li> <li>• Evaluators meet with Educators rated needs improvement or unsatisfactory to discuss evaluation</li> <li>• <u>June 10</u></li> <li>• Evaluators meet with proficient/exemplary Educators if requested by Evaluators or Educators</li> </ul>	<ul style="list-style-type: none"> <li>• Educators sign and return Summative Evaluation Report with response in writing, if any</li> </ul>

- Due dates above are to be completed on or about the stated date, but no later than ten days after the date listed above.

# HINGHAM PUBLIC SCHOOLS

## EDUCATOR EVALUATION CYCLE & TIMELINE TWO-YEAR CYCLE

<b>Proficient and Exemplary Educators With Professional Teaching Status (PTS)</b>												
Self-Assessment and Analysis		Goal Setting and Plan Development		Plan Implementation and Collection of Evidence		Formative Evaluation			Summative Evaluation			
September / Yr. 1		October / Yr. 1		October / Yr. 1 – May / Yr. 2		April – June / Yr. 1			April – June / Yr. 2			
Sept. 15	Sept. 30	Oct. 1	Oct. 15	Nov. 1	Ongoing	April 20	May 15	June 1 & 10	April 20	May 15	June 1 & 10	June 15
<ul style="list-style-type: none"> <li>• Annual orientation on evaluation cycle/process/ timelines conducted by supt., principal/ designee</li> </ul>	<ul style="list-style-type: none"> <li>• Educators complete self-assessment and develop proposed goals; one student learning goal and one professional practice goal</li> <li>• Educators may establish team goals</li> </ul>	<ul style="list-style-type: none"> <li>• Educators submit self-assessment and proposed goals</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluator meetings with Educators in teams and/or individually to develop Educator Plan completed</li> <li>• Educators submit Educator Plans to Evaluators</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators complete Educator Plans</li> <li>• Educators sign and return Educator Plans within 5 school days of receipt</li> <li>• Educators implement Plan</li> </ul>	<ul style="list-style-type: none"> <li>• At least one announced observation every 2 years and at least one unannounced observation</li> <li>• Educators collect evidence-products of practice, multiple measures of student learning, and other</li> </ul>	<ul style="list-style-type: none"> <li>• Educators submit evidence on parent outreach, professional growth, progress on goals and other standards to Evaluators</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators complete mid-cycle Formative Evaluation Reports including progress on goals and progress on each standard and provide copy to Educators</li> <li>• Educators sign and return within 5 school days of receipt with response in writing, if any</li> </ul>	<ul style="list-style-type: none"> <li>• <u>June 1</u> Evaluators meet with Educators rated needs improvement or unsatisfactory to discuss evaluation</li> <li>• As a result of the Formative Evaluation Report, the Evaluator may change the activities in the Educator Plan</li> <li>• <u>June 10</u> Evaluators meet with proficient/exemplary Educators if requested by Evaluators or Educators</li> </ul>	<ul style="list-style-type: none"> <li>• Educators submit evidence on parent outreach, professional growth, progress on goals, and other standards to Evaluators</li> </ul>	<ul style="list-style-type: none"> <li>• Evaluators complete and provide Summative Evaluation Report to Educators</li> <li>• Evaluators include in report progress on goals, a rating on each standard, and summative overall rating</li> </ul>	<ul style="list-style-type: none"> <li>• <u>June 1</u> Evaluators meet with Educators rated needs improvement or unsatisfactory to discuss evaluation</li> <li>• <u>June 10</u> Evaluators meet with proficient/exemplary Educators if requested by Evaluators or Educators</li> </ul>	<ul style="list-style-type: none"> <li>• Educators sign and return Summative Evaluation Report with response in writing, if any</li> </ul>

- Due dates above are to be completed on or about the stated date, but no later than ten days after the date listed above.