Contract of the Harvard School Committee and the Harvard Educators Association

August 24, 2023 through August 23, 2026

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Contract of the Harvard School Committee
and the
Harvard Educators Association
August 24, 2023 - August 23, 2026

Except as indicated herein, the agreement between the parties effective August 24, 2023 through August 23, 2026 will continue in full force and effect:

ARTICLE I - PREAMBLE

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

    a. Under the law of Massachusetts, the Harvard School Committee (hereinafter referred to as the Committee), elected by the citizens of Harvard, has final responsibility for establishing the education policies of the public schools of Harvard;

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

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

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

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

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

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

ARTICLE II - SCOPE

1. For the purpose of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and

representative of all professional employees (as such employees are defined in Chapter 150E of the General Laws of Massachusetts) of the Committee.

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

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

ARTICLE III - REGULAR MEETINGS

1. The Committee shall publish the agenda for Committee meetings on the district's website or the website of the Town of Harvard ("Town") prior to each Committee meeting.

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

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

ARTICLE IV - DEDUCTION OF DUES

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

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

ARTICLE V - EMPLOYMENT CONTRACTS WITH TEACHERS

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

    a. The grade level or levels of the students for whom the teacher will be responsible.

b. The subject or subjects to be taught, except in the case of Elementary School teachers having daylong responsibility for a single class. The precise title shown in the school's Course of Study guide, or equally precise titles, will be used so that the content and level are not left in doubt.

c. The duration of the contract.

d. The salary.

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

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

   A teacher leaving the school system (i.e. resigning) within the school year must submit in writing notice of the teacher's intention to leave to the office of the Superintendent at least two weeks prior to the date of leaving.

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

5. Vacancies

a. All vacancies and/or positions will be posted on the District's website and emailed to staff at their school email addresses prior to public announcement of such vacancy and/or position and for a period of seven (7) days prior to interviewing candidates.

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

c. Bargaining unit members who are licensed/certified for the vacant teaching or promotional position and who apply for the vacant teaching or promotional positions will be interviewed by the building principal or the hiring administrator.

ARTICLE VI -TEACHER SUPERVISION AND EVALUATION

1. Effective teacher supervision coordinates, stimulates, and guides teachers' professional growth in whatever ways are most likely to enable them to share the best of their being, their talents, and their intellects with students and to elicit, in kind, the best of these qualities from students. It seeks to uphold the educational standards established by the Committee exemplified by maximal

learning, effective and interesting teaching, democratic treatment of students, and the maintenance of an emotional climate which will maximize a student's desire and capacity to learn.

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

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

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

5. The Memorandum of Understanding regarding Individual Professional Development Plans, dated May 27, 2003, is hereby incorporated by reference into this Agreement.

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

6. Hiring/Evaluation of Coaches

The Committee and Association agree with the following guidelines and clarifications with respect to the hiring, employment, and termination of coaches:

a. Hiring Authority

   As noted in MGL, Chapter 71, Section 59B, the recommendation for appointment of a coach is the responsibility of the Building Principal, subject to approval of the Superintendent. The Principal may delegate a portion of the responsibility for hiring to the Athletic Director, however, the final recommendation shall be from the Principal. The administration may form a sub-committee to assist with the interview process. Such a sub-committee will typically include an administrator, the Athletic Director, other members of the coaching staff, or faculty at the discretion of the Principal.

b. Compensation

Compensation for coaches is subject to collective bargaining and is specified in the Committee/Teachers' Association Contract. No stipends separate from this agreement will be negotiated or awarded to coaches. (The Committee is not required to fill coach positions with teachers or other employees of the Harvard Public School system.)

c. Evaluation

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

- Overall professionalism and judgment
- Demonstrated expertise specific to the sport and level
- Modeling of sportsmanship and fairness to athletes
- Attention to administrative responsibilities
- Appropriate application of educational/motivational strategies

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

d. Hiring Criteria/Procedures

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

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

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

e. This Section on Hiring/Evaluation of Coaches, including but not limited to the appointment, reappointment, non-reappointment, and removal of coaches, is not subject to grievance or arbitration except by members of the Harvard Teachers' Association.

ARTICLE VII - TEACHERS' WORK YEAR AND TEACHING LOAD

1. The work year of teachers (other than new personnel who may be required to attend orientation sessions for which they will be compensated at the rate of one one-hundred and eighty-fifth [1/185] of the minimum salary for the Bachelor's scale per day of attendance) will begin no

earlier than the Monday preceding Labor Day and terminate no later than the last regular school day in June for pupils, providing closing commitments have been met, but may include five (5) professional days. Professional days may be scheduled in one of two ways:

a. A minimum of one (1) professional day will be scheduled prior to the opening of school. The traditional model of two (2) full days for parent-teacher conferences when school is not in session for students is utilized and two (2) additional professional days when school is not in session for students may be scheduled.

b. A minimum of one (1) professional day will be scheduled prior to the opening of school. An alternate model of up to three half days or parent-teacher conferences is used; the total additional hours required for these conferences would count as (1) professional day. Three (3) additional professional days when school is not in session for students may be scheduled. Additional workshops may be agreed upon by the Association and Committee (except Saturdays, Sundays, and other school vacations) during the school year prior to the last regular class of the school year.

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

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

3. Academic Assistance

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

4. Meetings

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

b. In other than emergency situations or in those situations involving self-evaluation activities preparatory to a visit by representatives of the New England Association of Schools and Colleges, Curriculum Coordinators shall schedule not more than (2)

departmental staff meetings per month, such meetings not to exceed one hour in length.

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

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

5. Open House/Curriculum Night

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

6. School Calendar

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

7. Learning Assistants and Kindergarten Aides

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

8. Length of Day and Working Hours

The length of the school day for teachers shall be 7 hours 15 minutes.

Teachers shall not be required to be in the school building before 7:30 a.m. or after 4:00 p.m., except where otherwise indicated in this contract.

The following applies to regular, full school days. With half days and early release days, teachers will remain after student dismissal for scheduled professional development activities, which will end no later than the regularly scheduled teacher end time.

The teacher work day at HES will begin no later than 25 minutes before the student day begins and concludes no earlier than 30 minutes after the student day concludes, except on Fridays, when the teacher day concludes after student dismissal.

At The Bromfield School, the teacher work day begins no later than 15 minutes before the student day begins and concludes no earlier than 25 minutes after the student day concludes, except on Fridays, when the teacher day ends ten minutes after student dismissal.

Teachers who attend mandatory meetings that extend beyond contractual hours may arrange to recoup that time, in consultation with their principal. Per the contract, this does not apply to department and faculty meetings.

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

In the event of a shift in start time, the parties may come together to mutually renegotiate the specifics of the minimum teacher time before and after the student day.

9. Preparation Period

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

10. Common Planning Time

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

11. Distribution of Duties

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

12. Early Release Days Staff Development

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

13. Time and Learning Committee(s)

The parties agree that Time and Learning issues will evolve over the duration of this contract. Therefore, the Time and Learning Committee(s) shall be established consisting of six (6) members, three (3) selected by the HTA president and three (3) selected by the Superintendent. The purpose of the Time and Learning Committee(s) shall be to ensure compliance with the Department of Elementary and Secondary Education's Time and Learning Regulations, to monitor, audit and make changes in scheduling as determined to be necessary. Such changes

reached by unanimous vote shall be consistent with budgetary constraints and teacher working conditions.

14. Cultural Proficiency Course

We recognize that the Harvard Public Schools strive to create a safe and inclusive environment for students, faculty, and staff that values diversity and fosters respect for learning, self, and others. To that end, teachers will be required to take a district-approved cultural proficiency course within the first five years of entering the Harvard Public School system. Appropriate in-service credits towards movement on the salary schedule and appropriate PDPs will be granted upon completion of these courses.

Additionally, teachers who do not meet a rating of "Proficient" on the Cultural Proficiency section of the Educator Evaluation rubric (II-C-1. Respects Differences) will be required to take a district-approved cultural proficiency course within the year following the evaluation.

The Harvard Public schools will cover registration costs related to this coursework with funds that are separate from the teacher's professional development allotment.

15. Professional Development Committee

Recognizing that the most effective professional development is supported through a culture of open communication and collaboration, the Administration and Association will establish a Professional Development Committee. The Professional Development Committee's objective will be to assist with the planning and implementing of professional development activities consistent with school and district goals, state and federal mandates, and the identified needs of each school's educators. The Professional Development Committee will be co-chaired by an Association member (to be appointed by the HTA President) and an Administrator appointed by the Superintendent. While the district will have ultimate responsibility for the scheduling of professional development activities throughout the year, including the five (5) professional development days consistent with Article VII, la and 1b, it is agreed the Professional Development Committee will have primary responsibility for determining the content and implementation of at least one (1) of the five (5) professional days. In order to plan effectively and to guide the work of the committee, the Administration will develop a yearly professional development budget and make it available to the Professional Development Committee at the beginning of each school year.

ARTICLE VIII - TEXTS AND OTHER COURSE MATERIALS

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

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

ARTICLE IX - CONDITIONS OF REMUNERATION AND LEAVE

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

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

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

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

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

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

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

2. Salary Schedule Operation

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

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

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

    c. The salaries of all members of the staff of the Harvard Schools shall be subject to annual review by the Committee. The Administration shall review the quality of professional performance and the professional growth demonstrated by each member of the staff during the school year, and shall report to the Committee in writing as to its

recommendations for appropriate salary adjustments in accordance with the terms of the current salary schedule.

d. Salaried teachers, if requested in writing by an Administrator with the approval of the Superintendent, or if requested in writing directly by the Superintendent, to participate in curriculum development during the months of July and/or August, or any other non-contractual days, will be paid on a per diem basis at the rate of two-hundred fifty dollars ($250) for a six (6) hour day. Participation shall be optional and voluntary. Provisions of this section shall not preclude voluntary unpaid participation by individual staff members. At times, the district may offer or recommend specific professional development during the summer for which the district may pay a stipend of fifty dollars ($50) per day for each participant.

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

   Notification from the Association and the Superintendent will be communicated to staff in a timely manner to inform staff of the requirement to qualify for advancement on the salary schedule due to a change in educational levels.

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

g. Members must work at least 90 school days in a school year to advance a step the following school year, except as provided in Article IX Section 13. Days from the sick leave bank may not be applied toward the calculation of the 90 days. A maximum of 16 total days (combination of the annual 13 sick days and 3 personal days) may be applied towards the calculation of 90 days, but only if those days are used during the 90 days of teaching for their intended purpose; they may not be counted toward the 90 days if they are used as a planned early start to any leave from teaching. Under extenuating circumstances, at the Superintendent's discretion, a teacher may apply more of the teacher's accrued sick days toward the calculation of the 90 days.

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

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

credits were not used for B15 column placement, and (c) the credits were not used to acquire the teacher's Master's degree.

3. Tuition Reimbursement

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

Effective July 1, 2023 - June 30, 2026 the Annual Allocation per fiscal year shall be as follows:

Effective Year	**Annual Allocation**
July 1, 2023 - June 30, 2023	$1,424.00
July 1, 2024 - June 30, 2025	$1,452.00
July 1, 2025 - June 30, 2026	$1,481.00

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

In instances where a teacher is working toward a master's degree to meet licensure requirements for their current position, these teachers may receive reimbursement for tuition only from the Annual Allocation below, with no cap on the number of credits which shall be increased per fiscal year at the rate of two percent (2%). This Annual Allocation is in lieu of the Annual Allocation in the paragraph above. The Annual Allocations for such teachers for the duration of this contract are as follows:

Effective Year	**Annual Allocation**
July 1, 2023 - June 30, 2024	$2,365.00
July 1, 2024 - June 30, 2025	$2,412.00
July 1, 2025 - June 30, 2026	$2,460.00

All expenditures must be approved in advance by the Department Leader (when applicable), Building Principal, and Superintendent. Approval will be granted only to professional activities linked to approved personal goals, school or district initiatives, or related professional growth needs of a staff member. Teachers hired specifically to fill one-year temporary positions (i.e. to replace a teacher on leave) will not be eligible for professional development reimbursement unless specifically requested by administration. Subsequent to April 15, approval will be contingent upon the availability of funding in the professional development budget. Reimbursements under this Section 3 shall not exceed $75,000 in the aggregate each fiscal year.

4. Absence from School Duties

a. Sick Leave

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

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

b. Sick Leave Bank

In order to provide insurance from loss of pay because of longer-term illness or injury, a Sick Leave Bank shall be established. Subject to the provisions of this Section 4.b, the Sick Leave Bank shall be used to pay the salary up to forty-five (45) days beyond the days eligible for an employee per work year but shall not exceed 185 days in the aggregate during the employee's employment with the Harvard Public Schools.

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

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

The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four members. Two members shall be designated by the Administration to serve at its discretion, and two members shall be members of the unit and shall be designated by the Association. These members will keep all matters presented to the Sick Leave Bank Committee confidential. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted. In the event of a tie vote, the members of the Sick Leave Bank Committee will agree upon a fifth person to break the tie. The following criteria shall be used by the Sick Leave Bank Committee in administering the Bank and determining eligibility and amount of leave:

(1) A note providing adequate medical evidence of illness or injury, which shall include information detailing the diagnosis and potential duration of leave, on letterhead by a state-certified medical practitioner. In the event that a teacher does

not wish to share this evidence with the Sick Leave Bank Committee, the teacher may elect to submit the evidence directly and confidentially to the Town's HR Director, who will then make the determination of eligibility with respect to this item. If the teacher is not satisfied with the determination of the HR Director, the teacher may then elect to submit the documentation to the Sick Leave Bank Committee for review.

(2) Prior utilization of all eligible sick leave.

(3) Requests for days from the Sick Bank must be submitted within 10 school days of the employee's return to work.

All teachers shall be notified as to their number of accumulated days of sick leave on their earnings statements.

The Administration will be responsible for an accounting of the additions and disbursements to and from the Bank and shall provide timely access to such accounts and an annual report to the HTA as requested.

c. Bereavement Leave

Bereavement leave will be granted by the Building Principal not to exceed five (5) days. This leave is to be granted without salary deduction in the loss of the following: spouse, domestic partner, child, parent, sibling, grandparent, in-law, member of the teacher's immediate household, or other close relation or close friend. Any other bereavement leave shall be taken from sick leave based on the Superintendent' s approval.

d. Personal Leave

Each employee will be granted annually three (3) days absence from school duties for personal business or for the observance of religious holidays not regularly included in the school holiday schedule.

- To be eligible for such leave without loss of salary, employees must notify their Building Principal at least three (3) days before taking such leave (except in case of emergency).
- Such leave is not cumulative from year to year.
- Personal leave shall not be taken immediately preceding or following a school vacation or school holiday except by special approval of the Superintendent.
- Additional leave days shall be taken from sick leave based on the Superintendent's approval.

5. Parental Leave

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

(a) Giving birth, or

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

The employee shall give notice to the Building Principal, Superintendent, and Town of Harvard Finance Department of the employee's anticipated date of departure and the employee's intention to return. Such notice shall be provided at least two (2) weeks prior to the anticipated date of departure or as soon as practical if the delay in providing notice is for reasons beyond the employee's control.

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

Parental leave commences at the time of the birth of a child or the placement of the child for adoption and is in effect for the eight (8) calendar weeks (not school weeks) immediately following the birth/placement of the child. An employee taking parental leave but who did not give birth may commence parental leave any time during the first four (4) weeks immediately following the birth/placement of the child, and such leave is then in effect for the eight (8) calendar weeks following commencement.

Parental leave is unpaid; however, an employee who has given birth to the child may use accumulated sick leave to cover absences for childbirth and recovery from childbirth. Similarly, an employee who did not give birth may convert up to twenty (20) days of accumulated sick leave towards the employee's parental leave.

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

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

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

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

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

6. Child-Rearing Leave

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

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

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

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

7. Family and Medical Leave Act

A teacher who has been employed for one complete year (12 months) shall be entitled to a leave of absence without pay for up to twelve consecutive weeks for birth, adoption, foster care placement of a child, or if a serious health condition affects the employee or the employee's spouse, child (as defined by the Family Medical Leave Act), or parent in accordance with the Family and Medical Leave Act. Said leave shall be concurrent with and not in addition to Parental Leave and Child-Rearing Leave pursuant to Article IX, Sections 3 and 4. A teacher who is utilizing Family and Medical Leave Act for the teacher's own illness or injury will be required to use sick leave during the period of leave attributable to the teacher's illness or injury. Consistent with the Family and Medical Leave Act, during said twelve week leave, an employee on leave under this Section shall continue to be eligible for health insurance with the Town and the employee during said leave will remit to the Town the employee's share of the premium.

8. Professional Visiting Days

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

9. Sabbatical Leave

Sabbatical leave of up to one (1) year, paid as the difference between the teacher's base salary and the cost of substitution for that teacher, may be granted to eligible faculty members upon the approval of the Administration and the Committee. Applications for sabbatical leave must be submitted between the first and last day of June, fifteen (15) months prior to the commencement

of the sabbatical leave, and the Committee will inform the teachers being granted leave three (3) months after the application deadline. Teachers taking sabbatical leave must contact the Town of Harvard to arrange payment of health insurance premiums.

The following conditions must exist before an applicant will be considered:

a. Application for sabbatical leave must be submitted, in writing, to the Committee and must include the following: name; inclusive dates of leave; proposed course of study and purpose of such study and, where applicable, stipulation of any educational institutions to be attended or academic degrees sought; and how the proposed course of study would benefit the Harvard Public Schools.

b. Seven (7) years service in the Harvard Schools.

c. Applicant must agree to two (2) years service in the Harvard School System after completion of sabbatical leave.

d. A teacher granted sabbatical leave will enter into a written agreement with the Committee that upon termination of such leave, the teacher will return to service in the Harvard School System for a period equal to twice the length of such leave, and that in default of completing such service, the teacher will refund to the Town of Harvard an amount equal to such proportion of salary received by the teacher as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

e. The Committee reserves the right to limit the number of professional staff members who may be granted sabbatical leave to one person in any given year.

10. Absences Not Covered

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

11. Health Insurance Contribution

a. The health insurance premium contribution rate for employees shall be as follows:

- Employees who commenced employment in a position in the bargaining unit on or before June 1, 20 IO will contribute 20% of the premiums.
- Employees who commenced employment in a position in the bargaining unit on or after June 2, 2010 will contribute 25% of the premiums.
- All employees, regardless of the date their employment commenced, who select the PPO plan will contribute 50% of the premiums.

b. If and when the Town offers dental insurance for employees, employees who elect such dental insurance shall pay 100% of the premiums.

12. Disability Insurance Program

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

13. Employees on Less Than Full Contractual Basis

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

14. Protection Clause

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

15. Jury Duty

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

a. Teachers shall continue to be paid at the same rate they would have been paid had they not been required to serve.

b. At the end of such service, teachers shall either sign over to the School Department any checks received for jury duty pay (not including payment for mileage and other expenses) or will present a certified check for the amount of such pay to the School Department.

16. Faculty Members as Substitutes

Teachers may be assigned substitute teaching coverage as their non classroom teaching duty. From time to time this duty period may be exchanged with a teacher's preparation period.

a. If it becomes necessary, any teacher who agrees to use a preparation period to teach the class of an absent colleague shall be compensated at the rate of one seventh (1/7) of the teacher's per diem salary.

b. Within fifteen (15) days of the opening of school, staff members who are willing to volunteer under provision (b.) above shall notify the Building Principal. From time to time the Building Principal may seek volunteers beyond the volunteer list. Normally the Building Principal will not seek non-veteran volunteers.

17. Teaching an Extra Class at Bromfield

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

members of a single department will be permitted to teach an additional class in a given year.

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

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

18. Retirement Notice Incentive

The Committee shall make available to any unit member who is eligible to retire under the Massachusetts Teacher Retirement System in the year of retirement and who has taught full-time in the Harvard Public Schools for a minimum of (10) years a retirement incentive.

Teachers who provide notification by October 1 of the academic year of retirement will receive a retirement incentive of $2,000 to be paid to the teacher no later than the August 31 following retirement. To take advantage of this provision, a teacher must retire at the end of the academic year and must also notify the Superintendent in writing of the teacher's intent to retire by October 1st of a retirement to occur at the end of that academic year.

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

Teachers who take advantage of either incentive may only do so one time. A teacher who revokes the teacher's notice intent to retire, and decides to stay on longer than the original projected retirement date, will not receive either retirement incentive.

A teacher who revokes the teacher's notice of intent to retire should do so as soon as possible. Unless there are extraordinary circumstances, as determined by the Superintendent, this revocation must be made no later than March 1st.

A prorated amount based on average percentage of teaching service will be made to part-time employees who are eligible to retire under the Massachusetts Teacher Retirement System and have taught in the Harvard Public Schools for at least fifteen (15) years.

19. Tax-Sheltered Annuity

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

The Committee will match an employee's 403b contributions according to the following schedule up to a maximum of 5% of the employee's contractual base salary or three thousand dollars ($3,000), whichever is lower:

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

Teachers will receive credit for teaching service for the purpose of matching contributions only for teaching service in the Harvard Public Schools.

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

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

Employer Match: The employer match shall be paid to eligible employees and distributed in the same percentage arrangement as the last regular payroll deduction of October.

20. Salary Schedules

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

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

21. Staff who accompany students on overnight trips that are school-sponsored will be compensated at the rate of $100 per night in accordance with District policy IJOA.

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

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

ARTICLE X - REDUCTION IN FORCE

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

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

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

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

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

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

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

    b. The teacher with the most experience as a substitute teacher in the discipline shall be deemed senior to the other employees.

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

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

    a. Each administrator/supervisor responsible for the evaluation of teachers within a specific discipline area will determine each year whether any individual in that area is not performing at a proficient level. This judgment will then be reviewed by the Superintendent. If the Superintendent upholds the judgment, a teacher so identified will be notified in writing by the teacher's immediate supervisor not later than November 1. Such notification will include an explanation of the RIF evaluation process and a listing of the specific areas within which the teacher is considered deficient with specific suggestions for improving performance. The teacher may, at the teacher's election, submit a letter of rebuttal or explanation. Neither the notification nor response will become a part

of the teacher's permanent record at the time. This notification does not mean that teachers so notified will definitely be RIFFed but only that they are at risk of being exempted from seniority. Subsequent to the identification and notification of a teacher whose performance in the Harvard Public Schools has been judged less than satisfactory, continued close supervision and evaluation of the teacher will be carried out by both the teacher's immediate supervisor and at least one additional administrator designated by the Superintendent. By April 1 the teacher's overall performance will be reevaluated. If after the second evaluation (and review by the Superintendent) the teacher's performance continues to be less than satisfactory, the teacher will be placed at the bottom of the seniority list regardless of actual years of service. Upon return to satisfactory performance the affected employee shall be restored to their regular place on the seniority list.

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

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

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

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

    (4) Recent college-level course work in the discipline's subject area(s); and

    (5) Related experience outside the field of education.

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

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

c. If there is a dispute concerning the determination of qualifications made under the provisions of Section b. above, then a joint committee, consisting of two (2) Committee members and two (2) Association members (appointed by the HTA President) shall review the decision and shall attempt to resolve the dispute. In the event that the joint committee cannot reach agreement, the matter will be referred to expedited arbitration pursuant to Part 12 of this provision

d. For purposes of this provision, discipline areas shall be as follows:

    (1) Pre-K
    (2) Elementary K-5
    (3) English/Language Arts 6 - 12
    (4) Foreign Language 6 - 12

(5) Instructional Technology
(6) Mathematics 6 - 12
(7) Science 6 - 12
(8) Social Studies 6 - 12
(9) Art K - 12
(10) School Counselor/School Psychologist K - 12
(11) Health K-12
(12) Librarian K - 12
(13) Music K-12
(14) Physical Education K - 12
(15) Special Education K - 12
(16) Speech K -12
(17) Nurses

e. In a year in which a teacher is teaching in two (2) discipline areas, the teacher shall be carried on both discipline seniority lists.

5. It is understood that if it can be demonstrated that a particular employee within a discipline is the only person in the discipline qualified to teach a course or provide a specialized service of a professional/educational nature, that employee may be retained regardless of seniority.

6. Administrators may transfer into Unit A in a year in which RIF affects Unit A members if, and only if, the Administrator has prior teaching experience in the Harvard Public Schools. Administrators shall be deemed to hold seniority for all prior service in Harvard.

7. No later than October of each school year the Superintendent shall provide each member of the bargaining unit with an up-to-date seniority list by discipline. Any challenges to the accuracy of the list must be registered, in writing, with the Superintendent before December 1.

8. When a RIF is to take place, the Superintendent shall give written notice to the affected teacher with professional teacher status by certified mail, return receipt requested, no later than May 15 preceding the effective date of the reduction. In the event of a fiscal emergency, this notice may be provided not less than two (2) calendar weeks prior to the anticipated effective date of the reduction.

9. A teacher affected by this Article will, for two (2) years following the effective date of layoff, retain recall rights to fill a vacancy within the teacher's discipline. In the event of a vacancy, the most recently affected teacher who has recall rights within the discipline will be offered the position created by the vacancy except that teachers laid off for less than satisfactory performance shall be exempt from recall. Recall notices shall be sent by certified or registered mail to the teacher. It shall be the responsibility of the laid-off teacher to keep the Superintendent informed of the teacher's current address and telephone number.

10. A teacher must notify the Superintendent within fourteen (14) calendar days of the actual receipt of recall notice of the teacher's intent to accept or reject recall. Except as set forth in the following paragraph, if a teacher rejects recall or fails to notify the Superintendent within the specified period the teacher shall forfeit all rights and benefits provided for in this Agreement. Unless otherwise mutually agreed in writing, a teacher who accepts recall must begin work on

the date set forth in the recall notice or within fourteen (14) calendar days, whichever is later. A teacher who accepts recall shall retain all service credits and benefits accrued through the effective date of the layoff. While on recall status, laid-off teachers shall be given preference on the substitute teacher list.

If a teacher who is recalled is unable to return within the time set forth above because the teacher holds a job in another school system and is committed to complete the school year there or because the teacher is enrolled as a full-time student in a college or university, such teacher shall remain on the recall list and the period of the recall shall be extended by the period of time between the date when the teacher received the notice of recall and the date when the teacher's school year ends. If said teacher is subsequently recalled and accepts recall pursuant to the preceding paragraph, the teacher shall retain seniority accrued as of the date of layoff and shall accumulate seniority for any period of layoff in excess of fifteen (15) months.

11. To the extent permitted by applicable law, laid-off teachers may continue group health and life insurance coverage during the recall period, as provided by the Town to members of the bargaining unit, by reimbursing the Town for the premium costs. Failure to forward premium payments to the Town or refusal to return to employment upon recall will terminate this option.

12. Any disputes over the meaning, interpretation or application of this Article shall be resolved in accordance with the Grievance and Arbitration provision of the Collective Bargaining Agreement between the parties, provided that in the event of a factual dispute over the seniority standing of two or more employees under 4d above, such dispute shall be resolved in accordance with the expedited arbitration procedures of the American Arbitration Association.

13. Subject to the preceding paragraph, an Arbitrator hearing any matter other than a factual dispute over length of service shall have the Arbitrator's authority confined to a determination of whether or not the Committee applied the appropriate criteria pursuant to Sections 4a, 4b, 4c, and 8 of this Article. In the case of any finding of a violation of Section 4a, 4b, and 4c the sole remedy shall be the remanding of the decision to the Committee.

ARTICLE XI - GRIEVANCE PROCEDURE

a. The purpose of the formal and informal grievance procedures set forth in this Article is to produce equitable solutions to those problems which may from time to time arise and affect the conditions of employment of the employees covered by this contract.

b. An employee or the Association may present a grievance. An individual may present a grievance with or without representation by the Association. The disposition, if any, of the grievance shall be consistent with the provisions of this contract.

c. The Association shall also have the right to be heard at each step of the formal or informal procedure under which the grievance or appeal shall be considered.

d. The meeting at any step of the procedure shall not be held during school hours, in so far as possible.

e. No reprisal of any kind shall be taken by a party to this contract against any party in interest, any witness, any member of the Association, or any other participant in the grievance procedures by reason of such participation.

1. **Formal Grievance Procedures**

   a. **Applicability**

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

   b. **Failure to Appeal**

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

   c. **Filing Grievance and Appeals**

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

   (1) Level One
   The Supervisor to the Building Principal (in writing).

   (2) Level Two
   The Building Principal to the Superintendent (in writing).

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

   d. **Time Limit for Filing Grievance**

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

   e. **Time Limit for Filing Appeal**

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

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

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

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

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

g. Arbitration

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

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

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

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

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

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

(7) Decision. The decision of the arbitrator shall be on the interpretation of the Contract and its application to the particular grievance referred to the arbitrator, and any award made by the arbitrator within the arbitrator's jurisdiction shall be final and binding on both parties.

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

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

2. Informal Grievance Procedures

a. Applicability.

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

b. Procedure.

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

ARTICLE XII - CODE OF ETHICS

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

ARTICLE XIII - HEALTH AND SAFETY

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

1. The Harvard Public School District will strive to provide a safe and healthy workplace and will notify the Association of any conditions that it believes might constitute a hazard to employees that it feels cannot be promptly remedied.

2. The employees may exercise all their legal rights to obtain a safe and healthy workplace. The District shall not take any retaliatory action against an employee who exercises rights under M.G.L. c. 149 s.185.

3. If an employee becomes aware of a working condition that the employee believes is unsafe or unhealthy, the employee shall use the following procedures to address the concern. No issue reported or addressed under this Article will be the subject of a formal grievance or taken to arbitration.

   Step 1
   Employee reports a health or safety concern to immediate supervisor and/or building principal.

   Step 2
   If the health or safety concern is not resolved, the employee notifies the Building Principal, in writing on the appropriate form, of the safety and health concern(s) and sends a copy to the Health and Safety Committee.

   Step 3
   a. The Building Principal resolves the problem and notifies the employee in a timely manner of the resolution of the concern or,

   b. The Building Principal notifies the employee, in writing, in a timely manner or not more than ten (10) working days, why the Building Principal cannot resolve the problem, and the Building Principal notifies the Facilities Manager, in writing, of the safety concern.

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

   Step 4
   a. The Facilities Manager addresses the problem and notifies the Building Principal and the employee within ten (10) working days of action taken, or:

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

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

   Step 5
   The Health and Safety Committee will examine the issue, consider possible action and make recommendations to the Committee. The Committee and the Association will determine the

make-up of the Health and Safety Committee and a uniform form for reporting health and safety concerns.

4. This Article shall not be subject to grievance and arbitration.

ARTICLE XIV - SAVINGS PROVISION

If any provision of this Contract or the September 1, 2020 to August 31, 2021 application of such provision to any person or circumstances is held invalid, by law the remainder of this Contract and its application to other persons and circumstances shall not be affected thereby.

ARTICLE XV - DURATION OF CONTRACT

This Contract shall be effective through August 23, 2026 and shall thereafter renew itself for successive terms of one (1) year unless by November 1, 2025 or by the November first of any renewal year either the Committee or the Association gives the other party written notice of its desire to modify or terminate this Contract.

This Agreement is final and is binding upon both parties to the Contract and agreed by the negotiating teams for the Parties in June 2023.

SALARY AND STIPEND SCHEDULES

Salary Schedule FY24

This salary schedule is effective at the start of the 2023-2024 work year; it reflects a 2.5% increase from the previous year.

FY24 HEA Scale								
Step	**B**	**B15**	**M**	**M15**	**M30**	**M45**	**M60**	**PhD**
1	$53,942	$55,852	$57,909	$59,341	$61,275	$63,201	$64,519	$65,739
2	$55,918	$58,060	$60,478	$62,308	$64,524	$66,735	$68,127	$69,416
3	$57,894	$60,270	$63,046	$65,276	$67,774	$70,268	$71,735	$73,095
4	$59,868	$62,477	$65,617	$68,244	$71,022	$73,797	$75,340	$76,772
5	$62,100	$64,955	$68,470	$71,510	$74,584	$77,655	$79,280	$80,787
6	$64,087	$67,174	$71,048	$74,491	$77,848	$81,200	$82,901	$84,479
7	$66,069	$69,392	$73,627	$77,470	$81,111	$84,748	$86,524	$88,170
8	$68,052	$71,608	$76,210	$80,453	$84,376	$88,295	$90,148	$91,864
9	$71,221	$75,081	$80,122	$84,854	$89,136	$93,410	$95,372	$97,190
10	$73,238	$77,340	$82,746	$87,889	$92,457	$97,019	$99,059	$100,947
11	$75,259	$79,596	$85,371	$90,918	$95,778	$100,629	$102,743	$104,703
12	$77,282	$81,847	$88,001	$93,962	$99,102	$104,233	$106,424	$108,455
13	$79,301	$84,104	$90,624	$96,993	$102,425	$107,841	$110,110	$112,213

Salary Schedule FY25

This salary schedule is effective at the start of the 2024-2025 work year; it reflects a 3% increase from the previous year.

FY25 HEA Scale								
Step	**B**	**B15**	**M**	**M15**	**M30**	**M45**	**M60**	**PhD**
1	$55,560	$57,528	$59,646	$61,121	$63,113	$65,097	$66,455	$67,711
2	$57,596	$59,802	$62,293	$64,177	$66,459	$68,737	$70,170	$71,498
3	$59,631	$62,078	$64,938	$67,234	$69,807	$72,376	$73,887	$75,288
4	$61,664	$64,351	$67,585	$70,292	$73,153	$76,011	$77,600	$79,075
5	$63,963	$66,904	$70,525	$73,655	$76,822	$79,985	$81,658	$83,210
6	$66,009	$69,189	$73,180	$76,726	$80,183	$83,636	$85,388	$87,013
7	$68,051	$71,473	$75,836	$79,795	$83,545	$87,290	$89,120	$90,815
8	$70,094	$73,757	$78,496	$82,866	$86,907	$90,943	$92,852	$94,620
9	$73,358	$77,333	$82,526	$87,399	$91,810	$96,213	$98,233	$100,105
10	$75,435	$79,660	$85,229	$90,526	$95,230	$99,929	$102,031	$103,976
11	$77,517	$81,984	$87,932	$93,646	$98,651	$103,648	$105,826	$107,844
12	$79,601	$84,302	$90,641	$96,781	$102,075	$107,359	$109,617	$111,709
13	$81,680	$86,628	$93,343	$99,903	$105,497	$111,076	$113,413	$115,579

Salary Schedule FY26

This salary schedule is effective at the start of the 2025-2026 work year; it reflects a 2.5% increase from the previous year.

FY26 HEA Scale								
Step	**B**	**B15**	**M**	**M15**	**M30**	**M45**	**M60**	**PhD**
1	$56,949	$58,966	$61,137	$62,649	$64,691	$66,725	$68,116	$69,404
2	$59,036	$61,297	$63,850	$65,782	$68,121	$70,455	$71,925	$73,285
3	$61,121	$63,630	$66,561	$68,915	$71,552	$74,185	$75,734	$77,170
4	$63,206	$65,960	$69,275	$72,049	$74,982	$77,911	$79,540	$81,052
5	$65,562	$68,576	$72,288	$75,497	$78,742	$81,985	$83,699	$85,291
6	$67,660	$70,919	$75,009	$78,644	$82,188	$85,727	$87,523	$89,188
7	$69,752	$73,260	$77,732	$81,789	$85,633	$89,473	$91,348	$93,086
8	$71,846	$75,601	$80,458	$84,938	$89,080	$93,217	$95,174	$96,986
9	$75,192	$79,266	$84,589	$89,584	$94,105	$98,618	$100,689	$102,608
10	$77,321	$81,651	$87,359	$92,789	$97,611	$102,428	$104,582	$106,575
11	$79,455	$84,034	$90,130	$95,987	$101,117	$106,240	$108,471	$110,540
12	$81,591	$86,410	$92,907	$99,200	$104,626	$110,043	$112,358	$114,502
13	$83,722	$88,793	$95,676	$102,400	$108,135	$113,853	$116,248	$118,469

Coaches			
Position	**FY24**	**FY25**	**FY26**
Varsity Boys Soccer Coach	$4,467	$4,556	$4,647
JV Boys Soccer Coach	$2,978	$3,038	$3,099
MS Boys Soccer Coach	$2,048	$2,089	$2,131
Varsity Girls Soccer Coach	$4,467	$4,556	$4,647
JV Girls Soccer Coach	$2,978	$3,038	$3,099
MS Girls Soccer Coach	$2,048	$2,089	$2,131
Varsity Field Hockey Coach	$4,467	$4,556	$4,647
JV Field Hockey Coach	$2,978	$3,038	$3,099
MS Field Hockey Coach	$2,048	$2,089	$2,131
Golf Coach	$2,427	$2,475	$2,525
Boys Cross Country Coach	$3,940	$4,019	$4,099
Girls Cross Country Coach	$3,940	$4,019	$4,099
Varsity Boys Basketball	$5,585	$5,696	$5,810
JV Boys Basketball	$3,353	$3,420	$3,488
MS Boys Basketball	$2,048	$2,089	$2,131
Varsity Girls Basketball	$5,585	$5,696	$5,810
JV Girls Basketball	$3,353	$3,420	$3,488
MS Girls Basketball	$2,048	$2,089	$2,131
Boys Indoor Track	$4,467	$4,556	$4,647
Girls Indoor Track	$4,467	$4,556	$4,647
Varsity Boys/Girls Swim	$4,467	$4,556	$4,647
JV Boys/Girls Swim	$1,837	$1,874	$1,911
Ski Team	$3,353	$3,420	$3,488
Varsity Boys Lacrosse Coach	$4,379	$4,466	$4,556
JV Boys Lacrosse Coach	$2,917	$2,976	$3,035
Varsity Girls Lacrosse Coach	$4,379	$4,466	$4,556
JV Girls Lacrosse Coach	$2,978	$3,038	$3,099
Boys Outdoor Track Coach	$4,467	$4,556	$4,647
Girls Outdoor Track Coach	$4,467	$4,556	$4,647
Assist Track Coach	$2,048	$2,089	$2,131
Boys Tennis Coach	$3,353	$3,420	$3,488
Girls Tennis Coach	$3,353	$3,420	$3,488
Varsity Softball Coach	$4,467	$4,556	$4,647
MS Softball Coach	$2,048	$2,089	$2,131
JV Softball Coach	$2,978	$3,038	$3,099
Varsity Baseball Coach	$4,467	$4,556	$4,647
JV Baseball Coach	$2,978	$3,038	$3,099
MS Baseball Coach	$2,048	$2,089	$2,131

Position	FY24 Stipend	FY25 Stipend	FY26 Stipend
Anime/Manga Club	$520	$531	$541
AP Coordinator	$832	$849	$866
Art NHS Advisor	$832	$849	$866
Band Director	$3,121	$3,184	$3,247
Band Director, Musical	$520	$531	$541
Bromfield Astronomy and Rocket Science	$1,353	$1,380	$1,407
Bromfield Cares	$1,561	$1,592	$1,624
Bromfield Chess Club	$520	$531	$541
Bromfield Mirror Advisor	$2,601	$2,653	$2,706
Bromfield Reading and Writing Club	$832	$849	$866
Bromfield Review	$1,353	$1,380	$1,407
Business Professional of America	$1,353	$1,380	$1,407
Choral Accompanist	$1,040	$1,061	$1,082
Chorus Director	$2,081	$2,122	$2,165
Chorus Director, Musical	$1,248	$1,273	$1,299
Coding Club Advisor	$520	$531	$541
Dungeons and Dragons Club	$520	$531	$541
Elementary School Yearbook Advisor	$1,040	$1,061	$1,082
Fashion Club	$520	$531	$541
Feminist Club	$520	$531	$541
Freshman Class Advisor	$1,873	$1,910	$1,948
Freshman Math Team Advisor	$1,353	$1,380	$1,407
Garden Club	$832	$849	$866
Global Competency Coordinator	$2,601	$2,653	$2,706
Global Cultures/Model UN Advisor	$2,081	$2,122	$2,165
Global Health Society	$832	$849	$866
Green Team	$1,353	$1,380	$1,407
GSA Advisor	$1,353	$1,380	$1,407
Harry Potter Club	$520	$531	$541
History Bowl Advisor	$1,353	$1,380	$1,407
HS Drama Advisor	$4,162	$4,245	$4,330
HS Student Council	$1,873	$1,910	$1,948
Husky Headlines	$1,040	$1,061	$1,082
Investors Club	$520	$531	$541
Junior Class Advisor	$1,873	$1,910	$1,948
Mentor	$832	$849	$866
Mentor Coordinator	$1,353	$1,380	$1,407
Modeling Club	$520	$531	$541
MS Drama Advisor	$2,601	$2,653	$2,706

MS Student Council	$1,873	$1,910	$1,948
MS Yearbook	$1,040	$1,061	$1,082
Nature's Classroom Coordinator	$1,353	$1,380	$1,407
NHS Advisor	$1,353	$1,380	$1,407
Project 351 Club	$832	$849	$866
Quiz Team Advisor	$1,353	$1,380	$1,407
Redcat Coordinator	$520	$531	$541
Robotics Club	$1,353	$1,380	$1,407
Science NHS Advisor	$832	$849	$866
Senior Class Advisor	$1,873	$1,910	$1,948
Senior Project Advisor	$2,081	$2,122	$2,165
Sign Language Club	$520	$531	$541
Sophomore Class Advisor	$1,873	$1,910	$1,948
Spanish Club	$520	$531	$541
Speech and Debate	$1,353	$1,380	$1,407
Students Against Destructive Decisions	$832	$849	$866
Student Wellness Advisory Team (SWAT)	$1,561	$1,592	$1,624
Students for Justice	$832	$849	$866
Tri-M Advisor	$1,353	$1,380	$1,407
Varsity Math Team	$2,081	$2,122	$2,165
Video Production Club	$520	$531	$541
Washington DC Coordinator	$1,353	$1,380	$1,407
Webmaster	$1,353	$1,380	$1,407
World of Difference Club	$520	$531	$541
World Language Honor Society	$832	$849	$866
Yearbook Advisor	$3,745	$3,820	$3,897
Youth and Government	$1,353	$1,380	$1,407
Athletic Director	$15,300	$15,300	$15,300
Assistant Athletic Director	$3,000	$3,000	$3,000
Dean of Students (2)	$6,500	$6,500	$6,500
DEI Coordinator	$5,000	$5,000	$5,000
Nurse Leader	$2,000	$2,000	$2,000
Education Technology Stipend	$5,000	$5,000	$5,000
Elem Vertical Team Leader - ELA	$5,000	$5,000	$5,000
Elem Vertical Team Leader - Math	$5,000	$5,000	$5,000
Elem Vertical Team Leader - Science	$5,000	$5,000	$5,000
Elem Vertical Team Leader - Social Studies	$5,000	$5,000	$5,000
Middle School Team Leader	$3,500	$3,500	$3,500
Middle School Team Leader	$3,500	$3,500	$3,500
Middle School Team Leader	$3,500	$3,500	$3,500

TBS Dept Leader - English	$5,500	$5,500	$5,500
TBS Dept Leader - Guidance	$5,500	$5,500	$5,500
TBS Dept Leader - Math	$5,500	$5,500	$5,500
TBS Dept Leader - Science	$5,500	$5,500	$5,500
TBS Dept Leader - Social Studies	$5,500	$5,500	$5,500
TBS Dept Leader - Unified Arts	$5,500	$5,500	$5,500
TBS Dept Leader - Wellness	$5,500	$5,500	$5,500
TBS Dept Leader - World Language	$5,500	$5,500	$5,500
HES SPED Coord	$5,000	$5,000	$5,000
TBS SPED Coord	$5,000	$5,000	$5,000

CODE OF ETHICS

Preamble

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

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

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

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

PRINCIPLE I - Commitment to the Student

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

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

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.

2. Shall not unreasonably deny the student's access to varying points of view.

3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.

4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.

5. Shall not intentionally expose the student to embarrassment or disparagement.

6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly-
    a. Exclude any student from participation in any program
    b. Deny benefits to any student
    c. Grant any advantage to any student

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

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

PRINCIPLE II - Commitment to the Profession

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

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

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

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.

2. Shall not misrepresent his/her professional qualifications.

3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.

4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.

5. Shall not assist a non-educator in the unauthorized practice of teaching.

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

7. Shall not knowingly make false or malicious statements about a colleague.

8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

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MEMORANDUM OF AGREEMENT BETWEEN

THE HARVARD SCHOOL COMMITTEE

AND

THE HARVARD EDUCATORS ASSOCIATION

June 2023

The Harvard School Committee ("Committee") and the Harvard Educators Association ("Association") collectively referred to as the "Parties", agree to extend their September 1, 2022 – August 31, 2023 collective bargaining agreement through August 23, 2026 with the following amendments:

1. Duration of Contract (August 24, 2023- August 23, 2026)
   A. Amend the caption and introductory statement (p. 1) prior to Article 1 to provide for a contract term of August 24, 2023 through August 23, 2026.

   B. Amend Article XV- Duration of Contract by:
      i. Replacing "August 31, 2023" with "August 23, 2026"
      ii. Replacing "November 1, 2021" with "November 1, 2025"
      iii. Replacing the date in the second paragraph with the later of the following two dates: (a) the date that the Association ratifies this MOA, (b) the date that the School Committee approves this MOA. (housekeeping)

2. Salary Schedule
   A. Year 1 (School Year 2023-2024):
      Increase the salaries for all steps by 2.5%.

   B. Year 2 (School Year 2024-2025):
      Increase the salaries for all steps by 3%.

   C. Year 3 (School Year 2025-2026):
      Increase the salaries for all steps by 2.5%.

   D. Delete the obsolete Salary Schedule for the 9/1/22-8/31/23 work year. (housekeeping)

3. Increase the stipends listed for Coaches; Co-Curricular Academics; Academic Support; Competitive; Honor Societies; Enrichment/Creative; Health/Wellness/Activists; and Student Advisors (pp. 35-37) as follows:

Effective Date	Increase
9/1/2023	2.0%
9/1/2024	2.0%
9/1/2025	2.0%

   Revise the stipends in accordance with the updated list appended to this Agreement as Attachment A.

4. Article IX, Section 9: Health Insurance (p. 20):
   A. Relabel Section 9 as Section " 9.A"
   B. Add the following new Section 9.B:

9.B Dental Insurance:

If and when the Town offers dental insurance for employees, employees who elect such dental insurance shall pay 100% of the premiums.

5. Article IX, Section 3 Parental Leave (pp. 17-18)
   A. Delete the following sentence (p. 17):

~~"Provided, however, than any two employees of the Harvard Public Schools shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child."~~

   B. Amend the following paragraph as follows (new language underlined; deleted language struck):

Parental leave is unpaid; however, an ~~female~~ employee who has given birth to the child may use ~~her~~ accumulated sick leave to cover absences for childbirth and recovery from childbirth. Similarly, an employee who did not give birth may convert up to ~~ten (10)~~ twenty (20) days of accumulated sick leave towards the employee's parental leave.

6. Article IX, Section 3 (p. 15) Tuition Reimbursement
   A. Replace the second paragraph with the following:

Effective July 1, 2023- June 30, 2026 the Annual Allocation per fiscal year shall be as follows:

Effective Year	Annual Allocation
July 1, 2023 - June 30, 2024	$1,424.
July 1, 2024 – June 30, 2025	$1,452.
July 1, 2025 – June 30, 2026	$1,481.

   B. Amend the fourth paragraph as follows (new language underlined; deleted language struck):

In instances where a teacher is working toward a master's degree to meet licensure requirements for their current position, these teachers may receive reimbursement for tuition only from the Annual Allocation below, with no cap on the number of credits, ~~in the amount of $2319~~ which shall be increased per fiscal year at the rate of two percent (2%). This Annual Allocation is in lieu of the Annual Allocation in the paragraphs above. The Annual Allocation for such teachers for the duration of this contract are as follows:

Effective Year	Annual Allocation
July 1, 2023 - June 30, 2024	$2,365.
July 1, 2024 – June 30, 2025	$2,412.
July 1, 2025 – June 30, 2026	$2,460.

   C. Add the following to the end of the last paragraph in Section 3: "Reimbursements under this Section 3 shall not exceed $75,000 in the aggregate each fiscal year."

7. Housekeeping:

A. Article III, Section 3 (p. 4)
Replace "Committee" with "Superintendent"

B. Article VI, Section 5 (p. 7): The parties may agree to delete the first sentence in the first paragraph in Section 5 after the parties are able to locate the 2003 document referenced in the first sentence.

C. Article V, Section 3 (pp. 5-6)
Delete the last two sentences in the second paragraph of Section 3.

D. Article V, Section 5 (p. 6)
(i) Revise paragraph a. in Section 5 as follows (new language underlined; deleted language struck):

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

(ii) Revise section c. in Section 5 as follows (new language underlined; deleted language struck):

c. Bargaining unit members who are licensed/certified for the vacant teaching or promotional position and who apply for the vacant teaching or promotional positions will be interviewed by the building principal or the hiring administrator.

E. Article VII, Section 15 (p. 12)
Delete ", ideally the professional development coordinator".

8. The Association withdraws its charges against the School Committee with the Department of Labor Relations, Docket number MUP-22-9753. (This Section #8 shall remain in the MOA and not be incorporated into the CBA.)

9. The School Committee shall send a letter on or before November 1, 2023, to the Select Board advocating for the Town to offer dental insurance for employees. The Union may join the School Committee in this letter. The School Committee's statement advocating for dental insurance will be made to the Select Board at an open public meeting. (This Section #9 shall remain in the MOA and not be incorporated into the CBA.)

This Memorandum of Agreement was reached in mediation and is subject to ratification by the Association membership and approval by the Committee and shall remain off the record for all purposes until it is ratified by the Association and approved by the Committee.

Subject to the above paragraph, agreed to by the negotiating representatives of the Parties on the 9th day of June 2023:

Harvard School Committee
Negotiating Subcommittee

SusanMary Redinger

Harvard Educators Association
Negotiating Team

Kathleen Doherty

Shannon Molloy

Kellie Carlucci

Alice von Loesecke

Joshua Clark

Lauren Crittendon

Peter Murphy

Deborah Walker