

CONTRACT

between

HALIFAX SCHOOL COMMITTEE

and

HALIFAX TEACHERS ASSOCIATION

July 1, 2011 - June 30, 2014

HALIFAX

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ARTICLE I

PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Halifax, we, the undersigned parties to this Contract, declare that:

1. The School Committee of the town of Halifax (hereinafter referred to as the Committee) has general charge of the public schools in the Town of Halifax and is responsible for establishing all policies governing the operation of the Halifax schools in accordance with the laws of Massachusetts.
2. The Superintendent of Schools of Superintendency Union 31 (hereinafter referred to as the Superintendent) is the Executive Officer of the Committee and is responsible for the administration of the schools within the framework of policy established by the Committee.
3. The teaching staff of the public schools of Halifax is responsible for providing in the classrooms education of the highest quality. Good morale within the teaching staff is essential to achieve this purpose.
4. The Halifax Teachers Association (hereinafter referred to as the Association) is responsible for encouraging the competence and conduct of its members, in meeting standards of professional excellence and for promoting good morale within the staff.
5. In order to cope with increasing changes, newer technologies, and legislative mandates which require greater expertise and more varied approaches to education, everyone involved in the educational process should take advantage of as many avenues as possible to increase his or her knowledge and competence by taking additional courses, participating in workshops, subscribing to professional journals, sharing information with other personnel, etc.
6. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the Committee, the Administration, and the teaching staff in the formation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff.
7. To help give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE II

RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, in accordance with the General Laws of Massachusetts, the Committee recognizes

the Association as the exclusive representative of a unit consisting of all full time teachers and nurses in the Halifax School system, including those classroom teachers whose salaries may be funded with federal or state grants, and those teachers who work part-time in Halifax but are employed on a full time basis cooperatively with the Committees of Kingston and/or Plympton. The bargaining unit shall exclude the following employees:

1. All Directors, Principals and other supervisory or administrative personnel.
2. All employees of summer and other special school programs regardless of origin.
3. All part-time employees, except as provided above, employees working on a per hour or per diem basis, teacher aides, substitutes and student teachers.
4. This agreement is applicable to the nurse only where specifically stated.

ARTICLE III

NONDISCRIMINATION

The Committee and the Association agree to continue their policy of not discriminating against any person on the basis of race, creed, color, national origin, marital status, sex, or age, in accordance with law. Applicable to nurses.

ARTICLE IV

TEACHER EMPLOYMENT

The Committee wishes to employ teachers with a Bachelor's Degree from an accredited four-year college and certified to teach according to Massachusetts State Law. However, the Committee reserves the right to make exceptions to this provision in unusual circumstances.

ARTICLE V

SCHOOL YEAR

The school year is to be considered as running from the last Monday in August through June 30 of the following calendar year and will be no more than one hundred eighty-four (184) days, except for new personnel who may be required to attend additional orientation sessions. The teacher's work year will begin two workdays immediately preceding the student school year. One of these work days shall be used for professional development. The other of these work days will be used for preparing the classroom for the opening of school, as well as meetings with the Superintendent and the Principal as well as the Assistant Principal. Two other professional development days will occur during the course of the school year. The final student school day will be a half-day and the second half of the day will be used for duties associated with the normal closing of school for the summer, as determined by the building principal. Applicable to nurses.

ARTICLE VI

SCHOOL DAY

The school day for teachers shall not be lengthened without prior negotiations with the Association. Teachers shall be required to be present a minimum of thirty (30) minutes before and thirty (30) minutes after the time that the students are required to be in school, except for days before holidays and vacations and days of emergency closings, when only a skeletal force shall be required to remain the usual thirty (30) minutes. Early release days for students are regular workdays for teachers. Teachers shall be able to work on individual work on one (1) early release day preceding the issuance of report cards in June. In no event should the teacher workday exceed seven (7) hours and fifteen (15) minutes except as provided in Article VII. Applicable to nurses.

ARTICLE VII

PROFESSIONAL RESPONSIBILITY

1. Included in the professional responsibilities of teachers is the necessity of sometimes working beyond the regular workday for purposes of staff meetings, conferences with parents, and giving extra help to students, and teachers in the Halifax will meet their professional responsibilities in these areas. Teachers may be required to attend up to fourteen (14) staff meetings per year to end no later than 4:00 P.M. No more than three (3) such meetings may be held in any one (1) month. In addition, teachers may be required to attend up to four (4) grade level meetings per month to begin no later than 2:50 P.M. and to end no later than 3:30 P.M. Additionally, teachers may be required to attend up to three (3) evening meetings per school year.
2. There shall be at least one teacher on duty and in attendance during lunch and recess periods. Duties involving lunch and recess periods shall be assigned in an equitable and impartial manner. The number of teachers required and specific duties involved in the supervision of these activities shall be under the direction of the Principal. It is agreed that the implementation of this Section 2 of Article VII shall be consistent with past practice.
3. The employer will provide at the teacher's request written verification of participation to any member of the bargaining unit who serves on any committee or who participates in any workshops, conferences, or other type of professional development meetings or activities conducted under the authority of the Halifax School System. Such verification shall include the nature of the activity the bargaining unit member engaged in, and the amount of time involved in the participation.

ARTICLE VIII

DUTY-FREE TIME

Teachers shall be guaranteed a minimum of thirty (30) minutes duty-free time per day, which is to include a twenty (20) minute lunch period.

For the term of this contract, the provisions of the previous sentence will be suspended under the following conditions:

1. Teachers shall be guaranteed a twenty (20) minute duty-free lunch period each day, and the teachers agreed to cover for each other to implement this provision.
2. The School Committee agrees to make an effort within the approved budget to provide the teachers with an additional ten (10) minutes of duty-free time per day.

ARTICLE IX

PREPARATION TIME

All classroom teachers shall have a minimum of four (4) preparation periods per week of at least forty (40) consecutive minutes each when the art, music, physical education teachers, and the librarian are conducting classes in their respective subject areas. If due to the absence of a special subject teacher, the classroom teacher is required to remain with his/her class during a preparation period, the classroom teacher will be compensated at the rate of twenty dollars (\$20.00) per period.

All other teachers shall have a minimum of one hundred sixty (160) minutes of preparation time per week with each preparation period being at least twenty-five (25) minutes long.

Said periods shall be considered teacher preparation time except that teachers shall be available for special meetings such as, but not limited to, TEAM evaluations, if such meetings cannot be scheduled at other times. If during more than three of a teacher's preparation periods in a school year the teacher is called to one of these special meetings, the teacher shall be paid twenty dollars (\$20.00) for each such meeting beginning with the fourth (4th) meeting.

In the event that a librarian is no longer employed, then classroom teachers will be entitled to three (3) preparation periods per week and all other teachers, one hundred twenty (120) minutes per week.

ARTICLE X

TEACHER AIDES

The Committee and Administration are responsible for the employment and performance of teachers' aides in their school. The Committee agrees to employ aides primarily for, but not

limited to, providing relief for the teachers from playground and cafeteria duties.

ARTICLE XI

SALARY ADVANCEMENT

1. Teachers who perform their duties satisfactorily shall normally receive an annual increment until the maximum salary is reached. Increments may be withheld only because of unsatisfactory service.
2. Credits will be given for the Bachelor + 15 program only if approved graduate credits are obtained from colleges or universities accredited by a regional or national accrediting agency, whether or not working for a Master's Degree. Courses must have prior approval of the Superintendent. Courses which have already been completed that meet the above requirements will be applied to the Bachelor + 15 program.
3. Teachers shall be eligible to apply approved graduate credits toward lateral movement beyond the Master's level on the Salary Schedule if those credits were earned within two (2) semesters prior to the date of the completion of the requirements for the Master's Degree, and provided, further, that such approved graduate courses do not constitute part of the requirements of the Master's Degree Program.

ARTICLE XII

REIMBURSEMENT FOR COURSES

Teachers in the Halifax School system shall be reimbursed for tuition costs up to \$300.00 plus 50% of all tuition costs beyond the limit of \$300.00 for two (2) or more credit hour courses earned toward a degree or other approved professional study during one year (to be from September 1 of one calendar year to August 31 of the next calendar year), subject to the following conditions:

1. All courses must be taken at colleges and universities accredited by a regional or national accrediting agency with the following exception: special courses may be taken at other institutions subject to prior approval by the Superintendent. The following guidelines shall be used for the Superintendent's approval of reimbursement of tuition costs:
 - a. A course is taken to meet re-certification requirements;
 - b. A course is taken to address professional development plan requirements as per the State;
 - c. A course is taken to fulfill teacher goals as approved by the Principal;
 - d. A course is taken to fulfill school and district goals;
 - e. Other courses as approved by the Superintendent.
2. The teacher must have the written approval of the Superintendent on a form provided by the School Department prior to the taking of the course.

3. No reimbursement shall be given for any course(s) receiving a grade of less than B- or the college or university equivalent.
4. No reimbursement shall be made until an official transcript of the course(s) and grade(s) is received from the institution.
5. Reimbursement shall be made during the fiscal year in which the course is taken. In order for a member of the bargaining unit to receive reimbursement for an approved course completed by the member during any one year (to be from September 1 of one calendar year to August 31 of the next calendar year), the member must have submitted her/his evidence required by this Article to the School Department by November 1 next following said August 31. In the event that an approved course taken by a member of the bargaining unit begins during a given year as described above, and is not completed until a point during the subsequent year beginning September 1, the member shall be reimbursed provided she/he submits her/his evidence required by this Article within sixty (60) days from the completion of the course. Exceptions to the above time limits shall be granted to a teacher who can document that she/he received her/his grade in a course after the foregoing appropriate time limit expired.
6. Course reimbursement will not be given for a pass/fail grade if the choice of a letter grade was available to the teacher. In order to receive reimbursement for a pass/fail grade, the teacher must submit written documentation from the college or university that no letter grade was available.
7. Teachers without professional teacher status and hired after July 1, 2008 may be required to take one (1) course determined by the Administration within the first three (3) years of employment. Reasonable advance notice of the required course will be provided to the teacher to the extent possible.
8. The teacher is solely responsible for initiating and fulfilling all the provisions of this agreement.
9. Provided that the teacher is under contract to the Committee, reimbursement shall be made as soon as is practicable after all provisions of this agreement have been fulfilled and reimbursement is approved by the Committee.
10. The Committee reserves the right to refuse reimbursement if the established procedure is not followed.
11. Applicable to nurses.

ARTICLE XIII

SICK LEAVE BANK

Each teacher shall contribute one day of sick leave to a sick leave bank. Days in the bank shall be utilized to provide sick leave benefits for teachers and nurses who have exhausted their accumulated sick leave. Teachers may not draw more than 110 days from the sick leave bank in any one school year. The sick leave bank may only be utilized for the employees own illness or injury. The bank shall be administered by a sick leave bank committee composed of three representatives from the Association and three representatives from the School Committee. In the event of a tie, the committee will utilize the service of the Division of Labor Relations in order to break the tie. The committee will establish guidelines under which applicants to the bank are entitled to benefits. Any time accumulation of days in the bank drops below thirty (30), each member shall contribute an additional day.

ARTICLE XIV

EVALUATIONS

1. Teachers will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with their superiors. Evaluations shall be discussed with the teacher as soon as possible after the teacher receives the written evaluation, preferably the same day.
2. No material derogatory to a teacher's conduct, service, character, or personality will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
3. Any substantiated complaints regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher.
4. Members of the bargaining unit shall be evaluated according to the evaluation procedures and instrument negotiated pursuant to the Education Reform Act of 1993. These procedures and instrument are incorporated as part of this Agreement and identified as Appendix C.

ARTICLE XV

DISCIPLINE

1. The Halifax Teachers Association recognizes the authority and responsibility of the Principal for disciplining or reprimanding a teacher for delinquency of professional performance or conduct.
2. No teacher will be disciplined, reprimanded, or deprived of any professional advancement without sufficient reason.
3. If a teacher is to be disciplined or reprimanded by a member of the administration he/she shall be notified of his/her right to have a representative of the Association and/or counsel present.
4. Applicable to nurses.

ARTICLE XVI

LIAISON

So as to foster and encourage a sound educational system while at the same time ensuring a harmonious relationship between the parties to this Contract, both parties to this Contract or their representatives may meet to discuss matters of concern to both parties and matters concerning the general education of the children in the public schools of Halifax. These meetings may be at the request of either party and at times agreed upon by both parties. These meetings are to encourage a free exchange of ideas between the parties and to provide an opportunity for discussion of matters not covered by this Contract. The Superintendent or his/her representative may be present at these meetings and may participate in the discussion. By agreement of the parties, persons with particular qualifications and experience in the matters under discussion may participate in the meetings.

ARTICLE XVII

SENIORITY

1. Introduction

In the event that the School Committee determines to reduce the number of employees in the bargaining unit, the procedure set forth hereinafter shall apply. Said Reduction in Force procedure only applies to teachers with professional teacher status under Massachusetts General Laws Chapter 71, Section 41.

2. General

No teacher with-professional teacher status shall be dismissed due to Reduction In Force

until all teachers without professional teacher status who are teaching in the areas of teachers with professional teacher status have been dismissed. In the event of teacher layoff, there shall be a determination by the Administration of the qualifications and abilities of those teachers and positions involved, and where it is determined that qualifications and abilities are equal, and there is no significant impact on other teaching areas, the seniority list shall apply.

3. Definitions

Area - All teachers with elementary certification (K-6) will be considered as the same area.

Seniority - Seniority shall be defined as the length of continuous service in the Halifax Elementary School. Seniority shall be computed from the first day of work (not hiring date by the Employer) as a member of the bargaining unit.

In the event of a tie or ties, seniority shall be determined by the drawing of lots by such employees.

Certification - Certification for the purpose of this Agreement shall be official credentials from the Massachusetts State Department of Education, Bureau of Teacher Certification.

Temporary Appointments - Temporary appointments shall be defined as teacher appointments which are not expected to continue longer than one (1) school year. (Examples: positions of teachers on leaves of absence, positions created by temporary pupil needs not expected to continue beyond one (1) school year).

4. Seniority List

The Superintendent of Schools, at the beginning of each school year, will prepare a certification-seniority listing of all professional personnel represented by the Halifax Teachers Association. The aforementioned Seniority List shall be forwarded to the President of the Association.

5. Leave of Absence

Leaves of absence approved by the Employer shall not be deemed to interrupt continuous service. Such leaves will not be counted toward seniority. Teachers on leaves of absence shall be eligible for layoff due to Reduction In Force as though they were currently serving on active duty.

6. Notification

Whenever possible, the decision to lay off staff due to an intended Reduction In Force will be made before the close of school of the preceding school year. Notification to

affected staff members will also, whenever possible, be made prior to the close of school.

7. Recall

Teachers laid off due to Reduction In Force will be placed on the recall list for fifteen (15) calendar months.

Teachers on the recall list will be recalled for filling vacancies in their field of certification in reverse order of their layoff.

Teachers on the recall list will be given serious consideration in filling substitute teaching vacancies in their field of certification and/or experience. Teachers must indicate their desire for substitute work in writing.

Teachers who are laid off may continue, for the periods and on the conditions indicated herein, the group health and life insurance coverage, which is provided to members of the bargaining unit, by paying the full amount of the premium for such insurance to the Town Treasurer in accordance with the Federal COBRA Law. Teachers may continue such insurance coverage during the said period for which they are eligible for recall. In the event any such employee fails to make payment of said premium or refuses any offer of recall during said period, his/her option to continue such insurance coverage shall terminate. This paragraph is subject to approval by the insurance carrier. Any claims or disputes concerning eligibility for, or payment of, benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts, and shall not be subject to the grievance procedure hereunder.

When a vacancy occurs, the appropriate teachers on the recall list will be notified by certified mail at their last recorded address. It shall be the responsibility of personnel on the recall list to inform the office of the Superintendent of Schools, in writing, of changes in address. Failure to accept certified mail shall not be deemed sufficient reason for failing to meet the necessary response date. Failure to respond to the Superintendent of Schools with a letter of acceptance of the offered position within fifteen (15) calendar days of the post-marked date of the Superintendent's letter shall be considered a rejection of such offer, and the teacher shall be dropped from the recall list.

Upon return to employment from the recall list, teachers will have accumulated to their accounts the same number of sick days which they had accumulated at the time of their layoffs. Teachers on layoff during the school year, upon return, will be placed on the next step of the salary schedule if they had served for a minimum of ninety-three (93) days during the year of layoff.

Teachers filling temporary appointments at the time of layoff due to Reduction In Force shall have no recall rights.

ARTICLE XVIII

SEPARATION

Any teacher wishing to leave the employ of the Halifax School system will notify the Superintendent in writing at least thirty (30) days in advance of the final day of employment, giving the date of separation.

Any member of the bargaining unit who wishes to retire or resign from his/her position with the Halifax School System at the end of the school year should serve written notice to the Superintendent of his/her intent on or before February 1 of the Fiscal Year in which s/he intends to retire.

ARTICLE XIX

LEAVES OF ABSENCE - GENERAL PROVISIONS

1. To be eligible for paid leave, a teacher must report the absence to the Principal as early as practicable, but not later than 7:00 A.M., unless otherwise excused, on the first day of absence from work and on each subsequent day in accordance with procedures established by the Principal.
2. A teacher who misuses paid leave shall be subject to disciplinary action, including the deprivation of future paid leave. A teacher who misuses paid leave shall have one day's salary deducted from his/her annual salary for each day of unauthorized absence.
3. Within the limits of this Article, paid leave may be effective for more than one period during the same school year.
4. In order to qualify for leave during a school year, a teacher must report for, and complete, a full, regularly-scheduled workday in September of each school year. The terms of this paragraph shall not apply to the granting of sick leave to veteran teachers who have accumulated sick leave from prior years.
5. Medical evidence of fitness to work may be required before an employee returns to work from any health-related leave that exceeds two (2) weeks, or any other leave during which a disability (which would have qualified for sick leave pay if the employee had been on a pay status) occurs. The Employer may also, at its discretion, require an additional medical certificate at its own expense from the employee's doctor or from another doctor of whom the Employer approves.
6. Applicable to nurses.

ARTICLE XX

BEREAVEMENT LEAVE

Any member of the bargaining unit who has a bereavement in his/her immediate family or of another person living in the member of the bargaining unit's household shall be allowed five (5) school days to complete personal obligations. This time shall not be deducted from sick leave but shall be in addition to any sick leave provisions. For purposes of this section, immediate family is defined to be: spouse, parent(s), brother(s), sister(s), child(ren), parent(s)-in-law, daughter(s)-in-law, son(s)-in-law and grandparent(s).

In addition, a member of the bargaining unit shall be granted two (2) days per year for the funeral of aunts, uncles, nieces or nephews. These two (2) days, if used, will be deducted from the member's accumulated sick leave, but will not be charged against the member's attendance incentive pursuant to Section 7 of Article XXV of this Agreement.

The Employer reserves the right to grant bereavement leave beyond this provision in cases where the bereaved party shows unusual and/or exceptional circumstances.

Applicable to nurses.

ARTICLE XXI

TEMPORARY LEAVES OF ABSENCE

Members of the bargaining unit shall be entitled to the following temporary leaves of absence with pay each school year:

1. Three (3) days leave of absence with pay each school year for the purpose of conducting necessary and important personal business which cannot be conducted outside of the regular school day. It is understood that absence of the teacher interrupts the educational process and must, therefore, be held to a minimum. It is understood that teachers will make a sincere effort to attend to their personal business during non-working hours and that requests for personal leave will be submitted only when a sincere effort has been made by the teacher to schedule personal business so as not to interfere with their work commitment. Such leave shall not be used to extend a holiday, or a vacation period, and must have the prior permission of the Superintendent. A member of the Bargaining Unit seeking to utilize a day of Personal Leave will obtain a form designed for this purpose from his/her school office. This form will contain a list of categories, as shown below. The teacher will indicate by a check mark which category of "Personal Leave" is applicable to his/her situation. Both the Committee and the Association acknowledge the impossibility of creating a list to cover all eventualities, hence category (E) has been created.

Categories:

- A. Court Obligations
 - B. Real Estate Closings
 - C. Summons by or to a Government Agency
 - D. Adoptions
 - E. Equivalent Personal/Family Business which cannot be scheduled during non-working hours.
- 2. Up to three days shall be granted with pay if necessitated by religious observances.
 - 3. Teachers shall be granted time necessary to serve on Jury Duty. Salary paid by the Committee shall be the teacher's daily rate of pay less any money paid by the County for such Jury Duty.
 - 4. Applicable to nurses.

ARTICLE XXII

PROFESSIONAL LEAVE

- 1. Members of the bargaining unit shall be provided at least one (1) day per year with pay to attend conferences, workshops, and curriculum development activities. Members must make application for professional leave at least ten (10) days in advance of the leave. Members who take professional leave shall submit a written report to the Superintendent or his/her designee concerning the conference, workshop, or other activity. The Superintendent of Schools shall, at all times, retain the right to deny any request for professional leave based on the substantive educational merits of the request.
- 2. In the event that the Plymouth County Teachers Convention is held, the Association will conduct an election each spring prior to this Convention. This election is to see if the Halifax teachers wish to close school to attend the Convention in the following school year. The Committee will abide by the results of this election in setting the school calendar. The Association will notify the Superintendent, in writing, prior to April 1 of the results of this election for the following school year.
- 3. Applicable to nurses.