



# HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT

## SCHOOL COMMITTEE MEETING

Buker Elementary School  
Multi-Purpose Room

Wednesday, March 13, 2019

7:00 PM

### AMENDED

1. Call to Order 7:00
2. Pledge of Allegiance
3. Citizens' Comments
4. Chair's Report
5. Superintendent's Report
6. Consent Agenda
  - a. Minutes
  - b. Warrants—February 27, 2019 Exhibit A
7. New Business
  - a. Curriculum, Instruction and Assessment Program Report Exhibit B
  - b. MASC – Superintendent's Search – Glenn Koocher
  - c. SC Budget Communication Plan
  - d. Vote Office Personnel Contract Exhibit C
  - e. Warrant Legal Notice for Election Exhibit D
  - f. Donations Exhibit E
    - Friends of Winthrop - Listed Items
    - Friends of Buker - \$8,9342
8. Other
  - a. Topics for next meeting
9. Vote to Adjourn 9:30

*David Polito, Chairperson HWRSC*

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 2679

Voucher Date: 02/19/2019

Prepared By:

*N. Copozzi*

Printed: 02/20/2019 11:59:58 AM

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$17,194.99 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2018 to June 30, 2019 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

*Donald Gallant*  
Donald Gallant

District Treasurer

*Kevin Mahoney*  
Kevin Mahoney

Assistant District Treasurer

*Designee*  
Designee

School Committee Member

*Vincent Leone*  
~~Jeffrey Sands~~  
Vincent Leone

~~Assistant Superintendent for~~

~~Admin. and Finance~~

*Dir. of Int. Payroll*

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

Fund	Amount
202 REVOLVING FUNDS	\$17,194.99
	<u>\$17,194.99</u>

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 2681

Voucher Date: 03/01/2019


Prepared By:



Printed: 02/27/2019 03:28:06 PM

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$80,425.52 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2018 to June 30, 2019 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

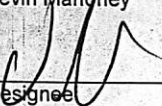


Donald Gallant

District Treasurer

Kevin Mahoney

Assistant District Treasurer



Designee

School Committee Member

Jeffrey Sands

Assistant Superintendent for  
Admin. and Finance

HAMILTON WENHAM REGIONAL SCHOOL  
DISTRICT

Fund		Amount
001	GENERAL FUND	\$51,601.77
003	DEBT SERVICE FUND (GF)	\$500.00
205	ATHLETIC/EXTRA CURR REVOLVING	\$7,780.50
402	STATE GRANTS FY EVEN YEARS	\$376.70
452	CAPITAL PROJECT FY19/FY20	\$20,097.00
502	PRIVATE GRANTS & GIFTS	\$16.85
701	CAFETERIA FUNDS	\$52.70
		<b>\$80,425.52</b>

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 2679

Voucher Date: 02/19/2019

Prepared By:

*N. Copozzi*

Printed: 02/20/2019 11:59:58 AM

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*Donald E. Gallant*  
Donald Gallant District Treasurer

*Kevin Mahoney*  
Kevin Mahoney Assistant District Treasurer

*Designee*  
Designee School Committee Member

*Vincent Leone*  
~~Jeffrey Sands~~ Assistant Superintendent for  
Admin. and Finance  
*Vincent Leone* Dir. of Acct. Payroll

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

Fund	Amount
202 REVOLVING FUNDS	\$17,194.99
	<u>\$17,194.99</u>

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 1033

Voucher Date: 03/01/2019

Prepared By:

Printed: 02/27/2019 02:25:04 PM

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$383,008.66 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2018 to June 30, 2019 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

Donald Gallant

District Treasurer

Kevin Mahoney

Assistant District Treasurer

Designee

School Committee Member

Jeffrey Sands

Assistant Superintendent for  
Admin. and Finance

HAMILTON WENHAM REGIONAL SCHOOL  
DISTRICT

Fund	Amount
001 GENERAL FUND	\$383,008.66
	<b>\$383,008.66</b>

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 1033

Voucher Date: 03/01/2019

Prepared By:

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*Donald Gallant*  
Donald Gallant District Treasurer

*Kevin Mahoney*  
Kevin Mahoney Assistant District Treasurer

*Jeffrey Sands*  
Designee School Committee Member

Jeffrey Sands Assistant Superintendent for Admin. and Finance

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT

Fund	Amount
001 GENERAL FUND	\$383,008.66
	<b>\$383,008.66</b>

# HAMILTON WENHAM REGIONAL SCHOOL DISTRICT VOUCHER

Voucher No: 18

Voucher Date: 03/01/2019

Prepared By:

*Donald Gallant*

Printed: 02/27/2019 02:41:25 PM

HAMILTON WENHAM REGIONAL SCHOOL DISTRICT is hereby authorized to draw warrants against HAMILTON WENHAM REGIONAL SCHOOL DISTRICT funds for the sum of \$36,944.72 on account of obligations incurred for value received in services and for materials as shown below for period July 1, 2018 to June 30, 2019 (period cannot overlap fiscal year end.)

I certify that this claim is just and correct, and the services and/or materials herein represented have been received during the period listed above. All items are properly coded and not in excess of the budget.

*Donald Gallant*  
Donald Gallant

District Treasurer

*Kevin Mahoney*  
Kevin Mahoney

Assistant District Treasurer

*Designee*  
Designee

School Committee Member

Jeffrey Sands

Assistant Superintendent for  
Admin. and Finance

HAMILTON WENHAM REGIONAL SCHOOL  
DISTRICT

Fund		Amount
001	GENERAL FUND	\$4,225.35
202	REVOLVING FUNDS	\$0.00
205	ATHLETIC/EXTRA CURR REVOLVING	\$31,931.76
301	TITLE I	\$343.20
302	94-142 IDEA 240	\$0.00
304	EARLY CHILDHOOD	\$0.00
402	STATE GRANTS FY EVEN YEARS	\$444.41
701	CAFETERIA FUNDS	\$0.00
		<b>\$36,944.72</b>

EXHIBIT B

## Curriculum Update

March 13, 2019

### Current Curriculum & Instruction Priorities

Social-Emotional Learning

Inclusive Practices

K-8 math curriculum resource implementation

### SEL: Responsive Classroom

Responsive Classroom is a whole-school approach to social-emotional learning that supports academic achievement.

[https://www.youtube.com/watch?time\\_continue=7&v=mhV6AcBxeBc](https://www.youtube.com/watch?time_continue=7&v=mhV6AcBxeBc)

### SEL: Responsive Classroom

The district has historically embraced this approach K-5, but because there hadn't been a training in-district in a decade, newer staff members needed to be trained.

We trained 24 elementary teachers in November/December 2018.

Buker will have the benefit of on-site analysis this spring to provide feedback on the quality of implementation. We will follow up with the other two schools in the future.

## SEL: Positive Behavioral Interventions & Supports (PBIS)

PBIS is a school-wide approach for developing a positive school culture and supporting academic outcomes through social-emotional learning.

<https://www.youtube.com/watch?v=URR7A33ArTY>

## PBIS at MRMS

MRMS is part of a three-year cohort with the Northeast PBIS Academy through UConn.

MRMS has assembled a representative team that includes administrators, counselors, and teachers, and this group is participating in extensive training.

This is a planning year for next year's implementation. The team is currently developing the systems that will support implementation and has created a draft matrix for behavioral expectations.

## Inclusive Practices

Our secondary PD this year is focused on Inclusive Practices.

Adam Hickey from Landmark Outreach has offered two full-day workshops regarding classroom practices that help to make instruction accessible for all students, including two-column notes, re-verbalization, focusing on the why, and word walls.

Departments have been piloting a number of these strategies.

Our goal is to identify common practices to implement at each grade level in grades 6-12 in the 2019-2020 school year.

## New K-8 Math Curriculum Resources

This year, we are implementing new math curriculum resources:

K-5: Investigations 3

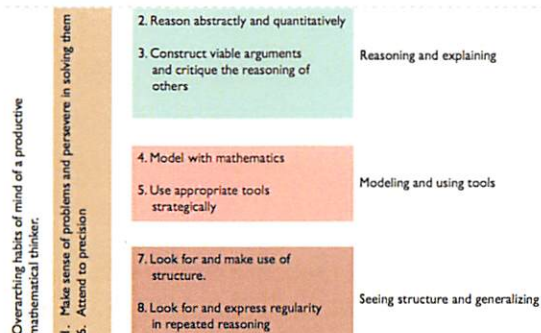
6-8: Illustrative Mathematics by Open Up Resources

### Mathematics Teaching Practices

- Establish mathematics goals to focus learning.** Effective teaching of mathematics establishes clear goals for the mathematics that students are learning, situates goals within learning progressions, and uses the goals to guide instructional decisions.
- Implement tasks that promote reasoning and problem solving.** Effective teaching of mathematics engages students in solving and discussing tasks that promote mathematical reasoning and problem solving and allow multiple entry points and varied solution strategies.
- Use and connect mathematical representations.** Effective teaching of mathematics engages students in making connections among mathematical representations to deepen understanding of mathematics concepts and procedures and as tools for problem solving.
- Facilitate meaningful mathematical discourse.** Effective teaching of mathematics facilitates discourse among students to build shared understanding of mathematical ideas by analyzing and comparing student approaches and arguments.
- Pose purposeful questions.** Effective teaching of mathematics uses purposeful questions to assess and advance students' reasoning and sense making about important mathematical ideas and relationships.
- Build procedural fluency from conceptual understanding.** Effective teaching of mathematics builds fluency with procedures on a foundation of conceptual understanding so that students, over time, become skillful in using procedures flexibly as they solve contextual and mathematical problems.
- Support productive struggle in learning mathematics.** Effective teaching of mathematics consistently provides students, individually and collectively, with opportunities and supports to engage in productive struggle as they grapple with mathematical ideas and relationships.
- Elicit and use evidence of student thinking.** Effective teaching of mathematics uses evidence of student thinking to assess progress toward mathematical understanding and to adjust instruction continually in ways that support and extend learning.

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Principles to Actions

### Standards for Mathematical Practice



### Progression of Pre-K–8 Domains

Domain	Grade Level									
	PK	K	1	2	3	4	5	6	7	8
Counting and Cardinality										
Operations and Algebraic Thinking										
Number and Operations in Base Ten										
Number and Operations – Fractions										
The Number System										
Ratios and Proportional Relationships										
Expressions and Equations										
Functions										
Measurement and Data										
Geometry										
Statistics and Probability										

### Why Investigations 3?

- Inquiry-based
  - Promotes student agency with math workshop model
  - Standards of Mathematical Practice are embedded in the program
  - Professional development offered by TERC (vs. Pearson) is a huge bonus
  - Not workbook-driven
  - Games are an integral part
  - Engaging for students and teachers
- and more....



## Investigations 3 Guiding Principles:

1. Students have mathematical ideas.
2. Teachers are engaged in ongoing learning about mathematics content, pedagogy, and student learning.
3. Teachers collaborate with the students and curriculum materials to create the curriculum as enacted in the classroom.

## Sample unit overview for grade 5:

Unit 1: Puzzles, Clusters, and Towers					
Investigation 1: Properties of Numbers					
Session	1.1	1.2	1.3	1.4	1.5
Title	Building and Using Arrays	Identifying Properties of Numbers	What Numbers Have Which Properties?	Order of Operations	Number Puzzles
Ten-Minute Math	Quick Images: Seeing Numbers	Quick Images: Seeing Numbers	Quick Images: Seeing Numbers	Quick Images: Seeing Numbers	Quick Images: Seeing Numbers
5	Introducing Quick Images: Seeing Numbers	Primes and Squares	Introducing Number Puzzles: 4 Clues	Determining the Order of Operations	Number Puzzles and Order of Operations
10					
15					
20					
25	Building Arrays	Number Puzzles: 2 Clues	Solving Number Puzzles: 4 Clues	Introducing Math Workshop	Solving a Number
30					
35					
40					
45	Number Puzzles: 1 Clue			Number Puzzles and Order of Operations	
50					
55					

\*Visual from our site visit to Arlington, June 2018

Classroom Routine
Teacher-Led Activity*
Mixed: Teacher Led and Independent*
Independent Activity*
Math Workshop
Discussion**

\*Sometimes activities start with the whole class and discussions are go to pairs.  
\*\*Sometimes discussions are go to pairs, or small class and pairs.

## What does Investigations look like in the classroom?

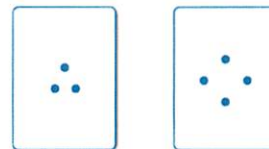
[Math Workshop Video - Grade 4](#)

[Math Discussion Video - Grade 1](#)

## Ten-Minute Math Routine: A Quick Image

Make a copy of the image with counters or pencil and paper.

Directions ▼



## Quick Images - 3-D Shapes (Grade 5)

Use cubes to make the building.

Directions



Today's Number: 11

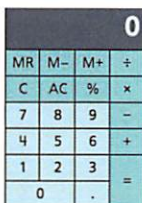
Directions

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Today's Number: 156

- Create five expressions that equal 156 and write your solutions as equations.
- Use multiplying a multiple of 10 in each expression.
- The 6 key is broken.

Directions



## Counting Around the Class

5	10	15	20	25	30
35	40	45	50	55	60
65	70	75	80	85	90
95	100	105			

## Double Compare

Decide whose cards have the greater total.



Player 1

Player 2

3

Player 2 Collection Box

## Close to 1,000

Use any six cards to make two numbers with a total close to 1,000. Scroll down to record each round.

4 8 7 5 6 3 5 2

Wild Cards Discard Pile

□ □ □ + □ □ □

Player 1 Recording Sheet						Score
Round		+		=		
1		+		=		
2		+		=		
3		+		=		
4		+		=		
5		+		=		
Final						

## Illustrative Mathematics by Open Up Resources

- Lesson Structure
- New Routines Examples:
  - Notice and Wonder
  - Which One Doesn't Belong
  - Guess My Rule
  - Info Gap
- Continuity 6 through 8
  - Solving equation balance model

## Each Lesson Includes

- A warm-up
- One or more instructional activities
- The lesson synthesis
- A cool-down

## Notice and Wonder

from 6th grade Unit 5 - Arithmetic in Base 10

Here are three ways to write a subtraction calculation.

$$\begin{array}{r} 5 \\ - 0.17 \\ \hline \end{array} \quad \begin{array}{r} 5 \\ - 0.17 \\ \hline \end{array} \quad \begin{array}{r} 5 \\ - 0.17 \\ \hline \end{array}$$

Claire bought a photo for 17 cents and paid with a \$5 bill.

Which way of writing could Claire use to find the change?

## Notice and Wonder

from 7th grade Unit 2 - Proportional Relationships

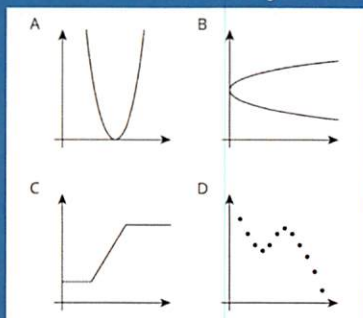
number of cases they order	number of rolls of paper towels
1	12
3	36
5	60
10	120

•2 ↺

↻ •2

## Which One Doesn't Belong

from 8th grade Unit 5 - Functions and Volume



## Guess My Rule

from 8th grade Unit 5 - Functions and Volume

Input:  New Rule

Ready: Go

**BLACK BOX**

Output =

## Info Gap

from 6th grade Unit 2 - Introducing Ratios

Data: "What specific information do you need?"

Problem: "Can you tell me (a piece of information they need)?"

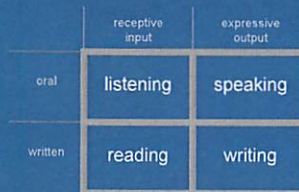
Data: "Why do you need that info?"

Problem: "I need that info because....."

Salad Dressing and Moving Boxes  
Problem Card 1

A recipe for salad dressing uses oil and vinegar. Clare made a certain amount of this dressing. How much oil did she use?

## Language Routines



© Landmark School Outreach

- Algebra Talk / Number Talks
- Critique, Correct, and Clarify
- Information Gap
- Notice and Wonder
- Think Pair Share
- Which One Doesn't Belong
- Stronger and Clearer Each Time

## Continuity 6 - 8

What do you Notice and Wonder?

from 6th and 7th grade Unit 6, 8th grade Unit 4



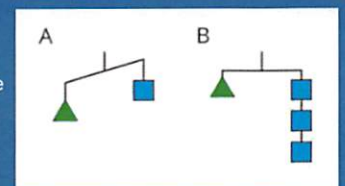
from 6th grade Unit 6

For diagram A, find:

- One thing that *must* be true
- One thing that *could* be true or false
- One thing that *cannot possibly* be true

For diagram B, find:

- One thing that *must* be true
- One thing that *could* be true or false
- One thing that *cannot possibly* be true



from 7th grade Unit 6

## Think, Pair, Share

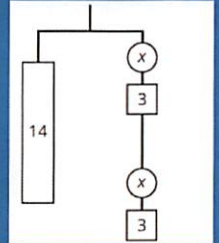
from 7th grade Unit 6

Explain why either of these equations could represent this hanger.

$$14 = 2(x + 3)$$

$$14 = 2x + 6$$

Find the weight of one circle, be prepared to explain your reasoning.

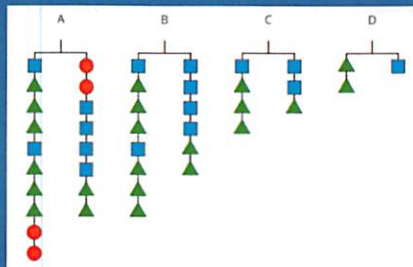


## Collect and Display

from 8th grade Unit 4

Figures A, B, C, and D show the result of simplifying the hanger in Figure A by removing equal weights from each side.

Write an equation that goes with each figure.



from 8th grade Unit 4

1. Noah and Lin both solved the equation  $14a = 2(a - 3)$ . Do you agree with either of them? Why?

Noah's solution:

$$\begin{aligned} 14a &= 2(a - 3) \\ 14a &= 2a - 6 \\ 12a &= -6 \\ a &= -\frac{1}{2} \end{aligned}$$

Lin's solution:

$$\begin{aligned} 14a &= 2(a - 3) \\ 7a &= a - 3 \\ 6a &= -3 \\ a &= -\frac{1}{2} \end{aligned}$$



Questions / Comments



**AGREEMENT**  
**BETWEEN**  
**HAMILTON-WENHAM SCHOOL COMMITTEE**  
**AND**  
**HAMILTON-WENHAM OFFICE PERSONNEL**

July 1, 2018 – June 30, 2021

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2

Agreement between HWRSC and HW Office Personnel, ~~2018-2021~~

Deleted: 2015

Deleted: 2018

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## PREAMBLE

This Agreement entered into this 1st day of July 2018 between the Hamilton Wenham Regional School District School Committee (hereinafter referred to as the "Committee") and the Hamilton Wenham Office Personnel/MTA (hereinafter referred to as the "Unit").

Deleted: 2015

The Hamilton Wenham Regional School District recognizes that the office staff serves a vital role in the educational process. These positions support the faculty, administration, staff, and other school-related organizations in carrying out the educational goals of the school district.

## ARTICLE I: CLASSIFICATION OF POSITIONS

All positions covered by this agreement will fall into one of two categories: 1) Full Year and 2) School Year. Full Year is defined as full time, 12 months per year. School Year is defined as 184 work days per year, which shall annually mirror the Teacher Work Year as outlined in the District Calendar. For School Year employees, any additional days beyond 184 work days must be approved annually and in advance by the Assistant Superintendent for Administration and Finance.

Beginning July 1, 2019 the position of "Data Entry Specialist" will no longer be a part of the Office Personnel Collective Bargaining Unit.

Employees who are appointed to Office Personnel positions that are less than a full-time equivalent shall accrue benefits on a pro-rata basis.

## ARTICLE II: RECOGNITION

The Committee recognizes the Unit, pursuant to the provisions of Chapter 150E of the General Laws, as the exclusive representative for the purposes of collective bargaining with respect to wages or salaries, hours and other conditions of employment for all full-time and part-time Secretaries and Accounts Payable Clerks, excluding the Superintendent's Secretary and all other managerial and confidential employees.

## ARTICLE III: PAYROLL DEDUCTIONS

### 3.1 ASSOCIATION DUES

The Committee agrees to deduct Association dues from the salaries of office staff who authorize said deductions.

3.1.1 No one shall be required to become or remain a member of the Association as a condition of employment in the Hamilton-Wenham Regional School District.

It is the express intent of the parties that the provisions of this Article be and subject to the following conditions:

3.1.2 The sum which represents such yearly Association dues shall annually be certified to the Committee no later than the first work day of the school year in which the dues are to be deducted as constituting such by the Treasurer of the Association. No change may be made in the amount of the annual dues to be deducted subsequent to this date.

The employee's authorization shall be in writing in the form set forth below and shall be valid until withdrawn. New authorizations must be submitted to the Superintendent by the second Friday of

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the school year in order to be effective for that school year. Withdrawal of authorization may be made by an employee upon at least sixty (60) days' notice in writing of such withdrawal of authorization to the Committee (with a copy of said notice to the Association except that a notice of withdrawal of authorization filed before the second Friday of the school year shall cause no payroll deductions to be made from the employee's salary during the school year.

3.1.3 All office staff with valid authorization on the second Friday of the school year are obligated for the entire amount of the annual Association dues. If an employee leaves the system or withdraws this authorization before the entire amount of the annual dues has been deducted, the balance due will be deducted from the last paycheck prior to the effective day of the employee leaving the system or the withdrawal of authorization, as the case may be.

3.1.4 Deductions shall be made from either ten (10) or twenty (20) consecutive payrolls, at the employee's election starting with the first payroll in October. Deductions provided for above shall be remitted to the Treasurer of the Association no later than three (3) weeks following the payroll period in which the deductions are made. Prior to the first payroll in October, the Committee shall furnish the Treasurer of the Association a listing of the office staff from whose earnings deductions will be made.

3.1.5 The Association agrees that it will indemnify and hold the Committee harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Committee in accordance with the terms of this article or in reliance upon the authorization described herein, in an amount not to exceed the sum received by the Association on account of the deductions made from the earnings of such employee.

3.1.6 The provisions of this Article shall be subject to the requirements of Section 17C of Chapter 180 of the General Laws including the requirement that the District Treasurer shall be satisfied by such evidence as he/she may require that the Treasurer of the Association has given to the Association a bond, in a form approved by the Commissioner of Corporation of Taxation, for the faithful performance of his/her duties, in a sum and with such surety or sureties as are satisfactory to the District Treasurer.

### 3.2 OTHER VOLUNTARY PAYROLL DEDUCTIONS

The Committee agrees that after receipt of written authorization from and prior to revocation or expiration thereof, it will deduct from the salary of the employee executing such authorization, the amounts due for tax sheltered annuities, and/or group life and health insurance. Said authorization shall be in a form made available by the Superintendent.

### 3.3 DIRECT DEPOSIT OPTION

The parties agree to the establishment of a procedure whereby bargaining unit members may directly deposit paychecks in banks which are part of the clearinghouse network in which the District participates.

## ARTICLE IV: PAYROLL DUES DEDUCTION AUTHORIZATION FORM

To: Hamilton-Wenham Regional School District Committee Hamilton, Massachusetts

I hereby request and authorize the District Treasurer to deduct from my salary, and to remit to the Treasurer of the Hamilton-Wenham Regional Teachers Association, my yearly professional dues as established by the Teachers Association (herein called the "Association"), the Massachusetts Teachers Association and the National Education Association as certified to you by the Treasurer

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of the Association. The said dues shall be deducted pursuant to this authorization and pursuant to Article II of an Agreement between the School Committee and the Association, which is incorporated herein by reference.

I understand that this authorization continues until withdrawn by me and that the Committee is obligated to deduct the entire amount of my yearly professional dues in each school year in which this authorization continues as of the second Friday of that school year, regardless of my subsequent withdrawal of authorization or leaving the employment of the school district.

Signature: \_\_\_\_\_

**ARTICLE V:  
EQUAL OPPORTUNITY EMPLOYER**

The District does not discriminate in its programs, activities or employment practices based on race, color, national origin, religion, gender, sexual orientation or disability. In accordance with Title IX of the Education Amendments of 1972 and Chapter 622 of the Acts of 1971.

**ARTICLE VI:  
UNIT ACTIVITY ON SCHOOL PROPERTY**

The Committee agrees to allow representatives of the Hamilton Wenham Office Staff/Personnel/MTA to enter the school premises to confer with employees during lunch, breaks or after work hours as long as care is used not to disrupt the work school schedule and approval is obtained from the Superintendent or his/her designee.

**ARTICLE VII:  
GRIEVANCE PROCEDURE**

**7.1 PURPOSE**

The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to each and every grievance. All grievances will be handled as provided in this Article. The parties agree that such procedure shall be kept as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

In order to insure the ability of office staff to pursue freely their rights under this Article, the Committee agrees that no reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any member of the Association or any participant in the grievance procedure by reason of such participation.

**7.2 DEFINITIONS**

The following definitions shall apply for the purposes of this Agreement.

(a) A "grievance" shall mean a complaint by an employee (or in the case of a group or class grievance, or a group or class of office staff employees that as to such employee (or employees) the Committee has interpreted and applied this Agreement in violation of a provision hereof.

(b) An "aggrieved employee" shall mean the employee or employees making the complaint, except that in some cases the Association may make the complaint.

**7.3 TIME LIMITS**

Since it is important that all grievances be processed as rapidly as possible, the number of days

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indicated at each level is to be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended only by prior mutual agreement in writing. "Days" as used in this Article shall mean business days (Monday through Friday). If a member or the Association does not present the grievance in accordance with Section 6.5.1. or 6.7.4., respectively, within twenty (20) days after the member or the Association, respectively, first knew or reasonably should have known of the act or condition on which the grievance is based, then the grievance shall not be subject to the grievance procedure or to arbitration under this Article. A grievance which is not pursued within this time limit at any stage of this grievance and arbitration procedure shall be deemed waived and shall not thereafter be subject to the grievance procedure or to arbitration under this Article.

#### **7.4 REPRESENTATION**

Nothing in this Agreement shall prevent any office staff employee from individually presenting any grievance without the intervention of the Association, provided the adjustment is not in violation of the terms of this Agreement and provided further that the Association may be present at grievance meetings and state its position on the grievance.

The employee may be represented at any or all stages in the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association.

#### **7.5 GRIEVANCE PROCEDURE**

**7.5.1** Supervisor Level: The aggrieved employee must first present the grievance either orally or in writing to their immediate supervisor outside of the bargaining unit within twenty (20) days after the member first knew or reasonably should have known of the act or condition on which the grievance is based. The supervisor or designee shall meet with the aggrieved employee to discuss the grievance and shall provide a decision in writing within five (5) days after the presentation of the grievance at this level.

**7.5.2** Superintendent Level: If the grievance is not settled at the preceding level, the grievance may be presented, in writing, to the Superintendent within five (5) days after the receipt of the decision in the preceding level. The specific nature of the complaint and the contract provisions alleged to have been violated shall be included at this time. The Superintendent or his/her designee shall meet with the aggrieved employee within five (5) days after receipt of the written grievance. The Superintendent or his/her designee shall issue a written decision within five (5) days after the conclusion of such meeting.

**7.5.3** Appeal to Arbitration: If the grievance is not settled at the preceding level, the Association may submit the grievance to arbitration in accordance with Section 6.6. The Association President shall give written notice to the Committee, in care of the Superintendent, of such decision no later than ten (10) days after receipt of the decision by the Superintendent at the preceding level.

#### **7.6 ARBITRATION**

In the event the Association submits a grievance to arbitration (Section 6.5.3.); the arbitrator shall be selected according to, and shall be governed by, the procedure set forth in this section.

**7.6.1** Selection of Arbitrator: Within ten (10) days after receipt of notice of submission to arbitration, referred to in Section 6.5.3., the Committee or its designee and the Association will endeavor to agree upon a mutually acceptable arbitrator and to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain a commitment to serve, the grievance may be referred to the American Arbitration Association by the Association

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within twenty (20) days after receipt of the notice of submission to arbitration. In such event, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association applicable to voluntary labor arbitrations. The School District and the Association shall share equally in compensation and expenses of the arbitrator.

**7.6.2 Question of Arbitrability:** Questions of Arbitrability are not waived and may be raised by either party in arbitration or in any other appropriate forum.

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**7.6.3 Conduct of Arbitration:** Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association applicable to voluntary labor arbitrations, subject to the provisions of this Agreement.

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**7.6.4 Arbitrator's Function and Authority:** The function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration to obtain, and no arbitrator shall have any authority or power to award or determine any change in, modification or alteration of, addition to, or detract from any of the provisions of this Agreement. In reaching his/her decision, the arbitrator shall be subject to the principle that there are no restrictions intended on the rights or authority of the Committee other than those expressly set forth herein.

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The decision of the arbitrator, if within the scope of his/her authority and power under this Agreement, shall be final and binding upon the Committee, the Association, and the employee(s) who initiated the grievance.

## **7.7 OTHER**

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

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**7.7.2** Decisions, rendered at all levels described in Section 6.5., shall be in writing and will be transmitted promptly to all parties in interest including the President of the Association.

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**7.7.3** All documents, communications and records dealing with the processing of the grievance will be filed separately from the personnel files of the aggrieved employees. Such documents shall be held by the Superintendent.

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**7.7.4** Group Grievance: If the grievance affects a group or class of office staff, the Association may directly submit such grievance in writing at the Superintendent level.

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## **7.8 COMPLAINT PROCEDURE**

Complaints over working conditions not specifically covered by this agreement should be reported in writing to the office staff's immediate supervisor outside of the bargaining unit within twenty (20) working days of the origin of a concern. Said immediate supervisor will be responsible and must meet with the individual within five (5) working days to discuss the concern and will provide a written response within three (3) days.

In the event that the response is not satisfactory, the employee may notify the Superintendent. The Superintendent or his/her designee will meet with the individual within five (5) days and respond in writing within three (3) days. The Superintendent will make the final decision regarding the disposition of the complaint. The employee has the right to have an Association representative present.

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## **ARTICLE VII:**

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Agreement between HWRSC and HW Office Personnel, 2018-2021

## HOURS OF WORK AND OVERTIME

The length of a full-time work day is eight (8) hours which includes a 30-minute duty-free paid lunch. The start and end time of a work day may vary by position and building as recommended by the supervisor and with the approval of the Superintendent of Schools.

The work day will be established between the hours of 7 a.m. and 5 p.m. However, a work schedule established outside of this time period may be established by mutual agreement between the employee and his/her supervisor.

### 8.1 BREAKS

An employee who works six (6) hours or more per day is entitled to a 15-minute break in the morning. Breaks must be taken in such a manner that the office is appropriately covered.

### 8.2 LUNCH

Employees who work more than 6 hours per day are entitled to a 30-minute duty-free paid lunch. This is subject to a schedule developed by their immediate supervisor.

### 8.3 OVERTIME

Employees who are asked by their supervisors to work in excess of forty (40) hours in a work week will be compensated at one-and-one-half of their regular straight time rate. Overtime must be authorized by the immediate supervisor on the appropriate District form.

### 8.4 COMPENSATORY TIME

Salaried employees are entitled to accumulate compensatory time not to exceed one (1) week in any given work year. All compensatory time must be approved in advance by the employee's immediate supervisor.

### 8.5 PAYROLL DIRECT DEPOSIT

All employees have the opportunity, and are encouraged, to participate in payroll direct deposit.

## ARTICLE IX: INCLEMENT WEATHER

Employees will not be required to report for work when school is cancelled because of inclement weather. If necessary, members responsible for payroll will be required to report for work during an inclement weather day and will be compensated for additional hours and/or compensatory time at the straight time rate.

In the event that an employee was scheduled for a personal or vacation day on a day that school is closed due to inclement weather said employee will not be charged for the use of the personal or vacation day.

Members will be paid for delayed opening time, but they must report for work at the time determined by the Superintendent or his/her designee

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**ARTICLE X:  
SICK LEAVE AND LEAVES OF ABSENCE**

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**10.1 SICK LEAVE**

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Employees who work a minimum of twenty (20) hours per week on a regular basis are entitled to sick leave benefits to cover absences due to personal illness or illness in the immediate family. In the event of illness, employees are required to call their supervisor as soon as possible.

Sick days are to be allocated at the rate of one-and-one-half days per month (fifteen [15] days for school year employees and eighteen [18] days for full year employees) for the first year of employment cumulative to 180 days. In subsequent years, employees will be granted fifteen

(15) days (less than 12 month/school year) or eighteen (18) days (twelve month/full year) as of the first week worked in a new year. The Superintendent reserves the right to consider individual cases for the purposes of granting additional sick days for extraordinary circumstances.

**10.2 BEREAVEMENT LEAVE**

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- a. Up to five (5) extra days per year for death in the immediate household or immediate family of such employee, or the death of another close significant person to the Union member. Notification of the need for such leave shall be made to the Superintendent.
- b. Additional consecutive days may be granted upon request with approval of the Superintendent for the following reasons: travel, distance and time, legal matter, religious reasons, delayed funeral or for any other unforeseen circumstances. However, the determination of the Superintendent concerning such additional days shall not be subject to the grievance and arbitration procedures of this Agreement.

**10.3 PERSONAL LEAVE**

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**10.3.1** Each employee who works a minimum of a 20-hour week will be granted two (2) days' non-cumulative personal leave for the purpose of transacting or attending to imperative legal business, household, family, or other matters that cannot be attended to outside of working hours. Personal leave will not be granted to extend a vacation or holiday period.

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**10.3.2** Additional days may be granted upon the recommendation of the principal and at the discretion of the Superintendent.

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**10.3.3** Except in instances of hardship, written requests for such leave will be made to the principal at least 48 hours in advance with the reason for requesting such leave.

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**10.3.4** A member may carry over one additional personal leave day for a total of three days in the subsequent year. A member must provide notice on or before June 1<sup>st</sup> as to whether he/she intends to carry over a personal day.

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**10.4 RELIGIOUS LEAVE**

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**9.4.1** Each employee may be granted non-cumulative, paid leave for the purpose of attending to religious obligations. Such leave will not exceed three days per school year.

**10.4.2** Pursuant to the Hamilton-Wenham RSD Religious Observances Policy (adopted 6/19/08), employees must complete and submit, the District "request for leave" form to his/her supervisor in accordance with the HWRSD Policy on Religious Observances".

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## **10.5 PARENTAL LEAVE**

A member of the bargaining unit who has completed three (3) or more months (90 calendar days) of continuous and unbroken service within the system shall be eligible for parental leave, as described in the sections below of this article, if the member of the bargaining unit provides to the Superintendent or his/her designee written notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system.

Pursuant to Massachusetts General Laws, Chapter 149, Section 105D, each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purpose of giving birth or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If there are two employees employed by the District, they will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child. The Association reserves any and all bargaining rights regarding the interpretation and application of "An Act Relative to Parental Leave", effective April 7, 2015. (MLC c 149, Section 105D).

**10.5.1** Additionally, under the Family Medical Leave Act (FMLA), an employee who has completed one full year and worked a minimum of 1,250 hours over said year, shall be entitled to an additional four (4) weeks leave (for a total of twelve weeks' leave) beyond the eight weeks granted under M.G.L. Chapter 149 § 105D for the purpose of giving birth or adopting a child.

**10.5.2** During disability periods due to pregnancy or childbirth, an employee is eligible to use accumulated sick leave as verified by a medical doctor.

**10.5.3** Upon completion of a childbearing leave, the employee shall be restored to the position she held when her leave commenced, or to a substantially equivalent position.

## **10.6 FAMILY AND MEDICAL LEAVE ACT**

9.6.1 The Superintendent agrees to comply with the Family and Medical Leave Act.

## **10.7 UNPAID LEAVE**

**10.7.1** Any employee whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay for up to six (6) months in accordance with Massachusetts General Laws. Such requests must be made to the principal, with final approval granted by the Superintendent.

**10.7.2** A leave of absence without pay for six (6) months will be granted for the purpose of caring for an ill spouse, parent, child, or sibling, as well as for other relative(s) provided he/she/they reside in the employee's household and who is/are dependent upon the employee for care. Such requests must be made to the principal, with final approval granted by the Superintendent.

## **10.8 MILITARY LEAVE**

**10.8.1** Any employee, who enlists or is drafted into the military service of the United States, or in an auxiliary corps connected therewith, is granted a leave of absence without pay. In accordance with MGL Chapter 708 of the Acts of 1941, of the Acts of 1943, Chapter 367 of the Acts of 1947, and Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA), members and former members of the U.S. armed forces (active and reserves) have the right to return to the position he/she held before military service. Upon written request to the Superintendent of Schools within five years (total) after the termination of such service, the employee shall be reinstated or reemployed in the same or similar office or position held by him/her at the time of enlistment or

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conscription, provided that if so required by the Superintendent of Schools, he/she files the certificate of a registered physician that he/she is not disabled or incapacitated from performing the duties of office or position. Upon his/her immediate return, his/her salary shall be the same he/she would have received had the period before his/her military service had been spent in the Hamilton-Wenham Regional School District.

**10.8.2** Notice: The employee (or responsible officer from military unit) must give advance notice to the Superintendent before leaving for active duty. Notice can be oral or in writing, but one can best protect one's rights by sending a letter by certified mail, or having the Superintendent sign a copy of the letter, acknowledging receipt.

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**10.8.3** Duration: The employee can be gone from his/her position for up to five years (total). Any absences from the HWRSD protected under previous law count towards the total. Most periodic and Special Reserve and National Guard training does not count towards the five-year total.

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**10.8.4** Prompt Return to Work: If the employee has been gone up to 30 days, the employee must report to the first workday which begins after safe travel time from the duty site plus eight hours to rest. If the employee has been gone 31 to 180 days, the employee must apply in writing for work within fourteen (14) days after completing military service. If the employee has been gone 181 days or more, the employee must apply in writing for work within ninety (90) days.

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#### **ARTICLE XI: SICK LEAVE BUY BACK**

##### **11.1 PAYMENT CALCULATION**

Members who retire from the school district will be paid for all accumulated unused sick days in accordance with the following formula: (Number of Sick Days) x (Final Year's per diem Salary Rate) x 5%. Payment for accumulated unused sick days will be paid no later than July 30 the fiscal year after retirement, provided that written notification of retirement was received by December 1 of year preceding retirement.

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##### **11.2 CREATION OF A 403B PLAN TO REPLACE SICK LEAVE BUYBACK**

Effective July 1, 2015 the School Committee agrees to contribute to a matching 403b Plan for all Unit employees. A Unit employee who wishes to participate in the program must notify the Superintendent in writing no later than June 1<sup>st</sup> preceding the first year of participation. The School Committee will match the first two hundred fifty (\$250.00) contributed by each employee. The School Committee will not be responsible for any administrative costs relating to this program and the only legal responsibility related to the 403b Plan will be to transmit the contribution to the appropriate vendor or vendors.

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A Unit member with ten (10) or more years of service in the District as of June 30, 2010 must choose between the 403b Plan and sick leave buyback pursuant to Article 10.1 of the Agreement between the Hamilton-Wenham Regional School District Committee and the Hamilton-Wenham Office Personnel/MTA.

The employee must notify the District of his/her choice, in writing, by June 1, 2010. New hires and employees with less than ten years' experience on June 30, 2010 will be eligible ONLY for the 403b Plan and no longer eligible for the sick leave buyback benefit.

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**ARTICLE XII:  
SICK LEAVE BANK**

- a. All Members are eligible to participate in the Sick Leave Bank (Bank).
- b. The Bank will be managed on a Contract Year basis (July 1<sup>st</sup> – June 30<sup>th</sup>).
- c. Each Member will contribute two (2) sick days per Contract Year to the Bank during the term of this Agreement beginning in Year 1.
- d. A passive enrollment will occur at the beginning of each Contract Year; each Member will be automatically enrolled in the Bank unless he/she opts out as follows:
  - 1. In Year 1, a Member can opt out of the Bank by sending written notification to the Superintendent (or Designee) within two (2) weeks of the execution of this Agreement.
  - 2. In Years 2 and 3, a Member can opt out of the Bank by sending written notification to the Superintendent (or Designee) by July 15<sup>th</sup>.
  - 3. In all years, a new hire Member can opt out of the Bank by sending written notification to the Superintendent (or Designee) within two (2) weeks of their first day of employment.
  - 4. Members will not be reimbursed for prior year contributions to the Bank if they choose to opt out of the Bank in subsequent years.
- e. Any balance in the Bank that exists at the end of a Contract Year shall be automatically carried over to the next Contract Year.
- f. The Bank will be administered by the Assistant Superintendent (or Designee) and will be maintained within the District's Accounting System which is currently BudgetSense.
- g. If the Bank becomes exhausted during any Contract Year, it shall be renewed through a passive contribution of one (1) additional sick day from all active Bank Members.
- h. Members are limited to draw a maximum of sixty (60) sick days from the Bank during their employment with the District.
- i. Members must be active participants in the Bank in order to be eligible to draw from the Bank.
- j. A Member must have exhausted all accrued sick and personal time in order to be eligible to draw from the Bank.
- k. A Member cannot access Bank benefits concurrently with Long Term Disability or other similar benefits.
- l. A Member can only access the Bank as a result of his or her own serious health condition (e.g. Illness or Accident). The Bank cannot be accessed for the following reasons: birth of a child, maternity, adoption, or to care for an immediate family member (spouse, son, daughter, or parent).
- m. An Application for Sick Leave Bank Benefits must be made, in advance, and in writing to the Superintendent (or Designee) and must be accompanied by a Certification (Letter) from the Members Primary Health Care Provider. The Certification must be deemed satisfactory by the Superintendent (or Designee). If it is not satisfactory, the Superintendent (or Designee) can request that additional medical information be provided before an Application can be approved.
- n. The decision of the Superintendent (or Designee) with respect to any Application for Sick Leave Bank benefits shall be final.

**ARTICLE XIII:  
VACATION LEAVE**

**13.1 MEMBERS**

All members will complete the "Request for Leave" form indicating "Vacation" no later than three weeks prior to vacation and will receive a reply from his/her supervisor/principal/director within one (1) week. Exceptions to the three-week notification may be made by the principal or immediate supervisor based on extenuating circumstances. The supervisor's, principal's or director's decision regarding vacation leave is non-grievable and non-arbitral, but the request shall not be unreasonably denied.

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BARGAINING UNIT MEMBERS EMPLOYED FOR THREE (3) YEARS OR MORE WILL CONTRIBUTE A MINIMUM OF TWO ¶  
DAYS PER YEAR TO THE SICK BANK. THE MAXIMUM NUMBER OF DAYS IN THE BANK SHALL BE ONE HUNDRED AND EIGHTY (180) SICK LEAVE DAYS. THE SICK BANK WILL BE MAINTAINED IN THE SUPERINTENDENT'S OFFICE. THOSE DESIRING TO USE THE SICK BANK MUST HAVE USED ALL OF THEIR ACCUMULATED SICK LEAVE, PROVIDE SUFFICIENT MEDICAL DOCUMENTATION OF A SERIOUS MEDICAL ILLNESS OR INJURY, AND MAKE A REQUEST IN WRITING TO THE SUPERINTENDENT TO BORROW DAYS FROM THE SICK BANK. A MEMBER IS ONLY ELIGIBLE TO USE SIXTY (60) DAYS FOR THE SAME ILLNESS OR INJURY. .¶  
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### 13.2 VACATION CARRYOVER

A member will automatically carry over up to 5 accrued (unused) vacation days from the previous fiscal year.

### 13.3 NUMBER OF VACATION DAYS – FULL-YEAR MEMBERS

During the first year of employment, Full-Year members will be entitled to one (1) day per month up to a total of ten (10) days.

1 year	10 vacation days	14 years	22 vacation days
5 years	15 vacation days	16 years	23 vacation days
10 years	20 vacation days	18 years	24 vacation days
12 years	21 vacation days	20 years	25 vacation days

### 13.4 NUMBER OF VACATION DAYS – SCHOOL-YEAR MEMBERS

School-Year members will be entitled to one half (1/2) a day payment per month for a total of five (5) days. Less than 12 month members will be compensated for the following number of vacation days.

1 year 5 days \_\_\_\_\_ 5 years 10 days

### 13.5 PAYMENT FOR VACATION DAYS

Upon the resignation, retirement or any other termination of employment, the employee shall be paid for all vacation days including the prorated amount (the number of months worked divided by twelve) for the year in which the employee leaves the District. In the event that an employee dies while employed by the District, the unused and prorated vacation days shall be paid to the estate of the employee.

## ARTICLE XIV: HOLIDAYS

### 14.1 SCHOOL YEAR EMPLOYEES

School year employees will be paid for the following holidays:

<u>Labor Day</u>	<u>Day after Thanksgiving</u>	<u>Patriot's Day</u>
<u>Columbus Day</u>	<u>Christmas Day</u>	<u>Memorial Day</u>
<u>Veterans' Day</u>	<u>New Year's Day</u>	
<u>Half-day before Thanksgiving Day</u>	<u>Martin Luther King, Jr. Day</u>	
<u>Thanksgiving Day</u>	<u>President's Day</u>	

Independence Day is a holiday if it falls during the work year. The Friday before Labor Day will be a holiday if school is not in session. In the event that Good Friday is designated as a holiday by the school district, this section will be updated.

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before Thanksgiving Day–President's Day  
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Day after Thanksgiving–Memorial Day¶  
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## 14.2 FULL-YEAR EMPLOYEES

Full-year employees will be paid for the following holidays:

<u>Labor Day</u>	<u>Half day before Christmas Day</u>	<u>Patriot's Day</u>
<u>Columbus Day</u>	<u>Christmas Day</u>	<u>Memorial Day</u>
<u>Veterans' Day</u>	<u>Half day before New Year's Day</u>	<u>Independence Day</u>
<u>Half-day before Thanksgiving Day</u>	<u>New Year's Day</u>	
<u>Thanksgiving Day</u>	<u>Martin Luther King, Jr. Day</u>	
<u>Day after Thanksgiving</u>	<u>President's Day</u>	

Independence Day is a holiday if it falls during the work year. The Friday before Labor Day will be a holiday if school is not in session. In the event that Good Friday is designated as a holiday by the school district, this section will be updated.

## 14.3 HALF-DAY

For the purpose of this Article a "half" day is defined as one half hour after the release of students on days when school is in session. On days when school is not in session, a "half" day holiday is considered to be 4 hours.

### ARTICLE XVI JURY DUTY

The Committee agrees to pay any employee who is called to jury duty the difference between his/her regular salary and his/her payments for jury service minus travel reimbursement for work days actually missed. To be eligible for payment under this section, a member must furnish documentary evidence from the court that sets forth the amount of payments received by him/her as a juror. Payment by the Committee will be made as soon as practicable after the documentary evidence for a particular period of service is furnished.

### ARTICLE XVII SUBSTITUTES

The Hamilton-Wenham Regional School District reserves the right to develop and maintain a list of substitute secretaries who can be called upon on an as needed basis to work when employees are out.

### ARTICLE XVIII INSURANCE

## 17.1 ELIGIBILITY

Health insurance and a group term life insurance policy in the amount of \$20,000 are available to all active employees of the Hamilton-Wenham Regional School District, at the time that they enter employment and/or upon the reopening date of said plans. Health insurance benefits are available

Agreement between HWRSC and HW Office Personnel, 2018-2021

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Veterans' Day - New Year's Day  
Half-day before Thanksgiving Day - Martin Luther King, Jr. Day  
Thanksgiving Day - President's Day  
Day after Thanksgiving - Patriot's Day  
One-half day before Christmas - Memorial Day  
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to dependents (up to the age of 26) of members of the bargaining unit in accordance with the applicable state and federal statutes. The group insurance plans of the District shall be procured and administered in accordance with General Laws.

## 17.2 PLANS

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- The parties agree to continue bargaining health insurance benefits and plan design pursuant to MGL c 32B, Section 19.
- The committee will reimburse members on HMO Plans for the first 50% of their deductible: \$500 for members with individual coverage and \$1,000 with family coverage. The HPHC Health Reimbursement Account (HRA) claims process will automatically provide payment to the Member. Members will not be required to submit paperwork. Members enrolled in the Point of Service and Preferred Provider Option plans will not be eligible for the Health Reimbursement Account (HRA) referenced above.

## 17.3 FLEXIBLE SPENDING ACCOUNTS

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- All employees will enroll in the same plan and will be eligible for on-line enrollment. The deduction period will run from October through June. The number of deductions will be determined by the payroll calendar for the fiscal year."
- An employee will be eligible to deposit up to the maximum amount allowed under Federal Law into his/her health care flexible spending account."
- An employee will be eligible to deposit up to the maximum amount allowed under Federal Law into in his/her dependent care account.

## ARTICLE XVIII: REDUCTION IN FORCE

The District will determine the location where the layoffs will occur and the category and the classification that will be reduced. In deciding which individual to layoff, the principal and/or the Superintendent for District Office Staff will consider the following factors: professional competency and ability, qualifications, and areas of specialty. In the event that two or more bargaining members in the same category have relatively equal qualifications and ability, the Superintendent shall layoff the member with the least seniority.

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THE PARTIES AGREE TO CONTINUE BARGAINING  
PURSUANT TO MGL C 32B, SECTION 19.¶  
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For the purpose of this section the categories shall be as follows:

- School year employees
- Full-Year employees
- Accounts payable

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In the event that it becomes necessary to layoff members of the bargaining unit, the following procedures will be followed:

- Seniority shall be determined by months of continuous service in the Hamilton-Wenham Regional School District, including any period spent on a paid leave of absence.
- A bargaining unit member will receive a minimum of thirty (30) days' notice prior to the intended layoff.

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Agreement between HWRSC and HW Office Personnel, 2018-2021

**ARTICLE XIX:  
RECALL**

A bargaining unit member who has been employed in the school district for at least three (3) consecutive years shall be entitled to the recall to a bargaining unit position for a period of fifteen (15) months following the date of the layoff. Said bargaining unit member shall have preference in inverse order of the layoff to fill any vacancy in a position within the same category. For the purpose of this section the categories shall be as follows: school-year employees, full-year employees, payroll coordinator, and district office full-year student services secretary.

A member shall notify the Superintendent in writing of his or her acceptance in any position offered under this recall provision within seven (7) days of the date the Superintendent mailed the offer of employment to the member's address of record as filed with the Superintendent.

A member who is offered and then declines recall to a vacant position shall have no further recall rights after the second recall refusal.

During the effective period of recall rights members may continue group insurance coverage provided by the school district to members of the bargaining unit by paying the full premium cost.

The rights and benefits of accrued sick leave, seniority and salary placement, which the member enjoyed as of the date of the layoff, shall be restored to him or her upon his or her return from the layoff.

**ARTICLE XX:  
VACANCIES AND PROMOTIONS**

All vacancies within the bargaining unit that the Committee intends to fill will be posted for a minimum of five (5) days. The Administration will consider members of the bargaining unit who apply for vacant positions.

**ARTICLE XXI:  
WORKMEN'S COMPENSATION BENEFITS**

Members of the bargaining unit shall be covered by the provisions of the Massachusetts Workmen's Compensation Act, General Laws of the Commonwealth, Chapter 152.

**ARTICLE XXII:  
PROFESSIONAL DEVELOPMENT**

The School Committee agrees to allocate the sum of \$9000 per year to be used by bargaining unit members for professional development. Each bargaining unit member who works at least 40 hours per week is eligible for up to \$500 per year (\$250 per approved course) to be used for professional development. Members who work less than 40 hours per week are eligible for \$250 for course reimbursement per year. The funds will be distributed on a first-come, first-served basis. Reimbursement requires proof of course completion. Courses shall be relevant to the employee's position and current responsibilities. Courses are not defined as semester-long programs, but rather workshops, seminars or on-line courses that typically require a commitment of time not to exceed 8 hours of learning. All PD courses must be approved in advance by the Assistant Superintendent of Administration and Finance in order to qualify for reimbursement.

The School Committee agrees to allocate a training incentive pool of \$9000 per year. Individual training incentives will be provided at \$250 per employee per approved course for a maximum of incentives available to any individual unit member in a given fiscal year of \$500 (2 courses at \$250/

Agreement between HWRSC and HW Office Personnel, 2018-2021

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course). Proof of course completion is required for reimbursement. All Funding provided is available on a first-come, first-serve basis. Payment of the training incentive requires proof of course completion. Courses shall be relevant to the employee's position and current responsibilities. Courses are not defined as semester-long programs, but rather workshops, seminars or on-line courses that typically require a commitment of time not to exceed 8 hours of learning. All PD courses must be approved in advance by the Assistant Superintendent of Administration and Finance in order to qualify for the training incentive.

Training incentive payments are non-recurring and will not be included in base salary.

Members will be reimbursed for any necessary and pre-approved expenses relating to travel required as part of the member's work responsibilities. Mileage reimbursement shall be based upon the mileage amount at the Internal Revenue Service rate.

#### **ARTICLE XXIII: DEGREE CREDIT**

A member who possesses an Associate's Degree in secretarial sciences, business, English or math from an accredited secretarial school or college will be granted an annual stipend of \$750 subject to the approval of the Superintendent.

A member who possesses a Bachelor's Degree in business, English or math from an accredited college or university will be granted an annual stipend of \$1,500 subject to the approval of the Superintendent.

#### **ARTICLE XXIV: SAVINGS CLAUSE**

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, shall be automatically deleted from this Agreement or to the extent that it violated the law: but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted articles, sections, or clauses.

#### **ARTICLE XXV: EVALUATION PROCESS**

New employees are considered to be "employees at will" for the first 90 consecutive days of employment. The District may discharge an employee during this 90 probationary period with or without cause. Any such action shall not be the basis of a grievance.

After the first 90 days members are considered a full employee of the district and will be evaluated according to the system described herein. Members will be evaluated by their supervisor/principal/director, who shall be employed outside of the bargaining unit. The evaluation will be ongoing and will be based on observations of the employee's performance relative to the specific requirements of the employee's position. By June 1 of each year, each member will receive at least one formal written evaluation that includes a recommendation on his or her employment status for the following year. . The document (instrument) used for the evaluation will be mutually agreed upon by the Association and the School Committee.

If a member has received an overall rating of "Needs Improvement," the member will be put on an Improvement Plan. Said Improvement Plan will have specific guidelines regarding the performance improvements required and the timelines to demonstrate these improvements. The Improvement Plan will be in place for 6 months. If, at the midway point of the improvement plan, the employee

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Agreement between HWRSC and HW Office Personnel, ~~2018-2021~~

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demonstrates a level of acceptable proficiency as defined by the evaluator, the improvement plan may be terminated at the discretion of the evaluator. If, after 6 months, the member has not demonstrated improvement, the member may be terminated from employment.

#### Improvement Plan Details:

An Improvement Plan is for those Employees that have received an overall rating of "Needs Improvement" on their Annual Performance Review.

An Employee on an Improvement Plan shall work with their Evaluator. The Evaluator is responsible for providing the Employee with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

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

The Improvement Plan process shall include:

Within ten (10) school days of notification to the Employee that the Employee is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Employee to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Employee.

- The Employee may request that a representative of the Association attend the meeting(s).
- The Association President will be informed that an Employee has been placed on an Improvement Plan and will be provided with the name of the Employee and the time of all meetings.

The Improvement Plan shall:

- Define the improvement goals directly related to the performance standard(s), that must be improved;
- Describe the activities and work products the Employee must complete as a means of improving performance;
- Describe the assistance/resources, be it financial or otherwise, that the district will make available to the Employee;
- Articulate the measurable outcomes that will be accepted as evidence of improvement;
- Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s);
- Identify the individuals assigned to assist the Employee which must include minimally the Supervising Evaluator; and,
- Include the signatures of the Employee and Evaluator.

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

Decision on the Employee's status at the conclusion of the Improvement Plan:

All determinations below must be made no later than June 1. One of two decisions must be made at the conclusion of the Improvement Plan:

- If the Evaluator determines that the Employee has improved his/her practice to the level of proficiency, the Employee will continue in employment.
- If the Evaluator determines that the Employee has not made substantial progress toward proficiency and that the Employee's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Employee be dismissed.
- If the Employee disagrees with the recommendation to be dismissed, they have the right to follow the grievance procedure.

#### **ARTICLE XXVI: PERSONNEL FILES**

Each member shall have the right, upon written request, to examine and copy any and all material contained in the personnel files maintained in the central office. Whenever any records of a member are placed in his/her file, such employee shall be promptly notified and given a copy of such material.

#### **XXVII: BONDING OF EMPLOYEES**

The Committee agrees that all employees are bonded in accordance with the relevant statutory and regulatory requirements.

#### **ARTICLE XXVIII: LONGEVITY**

Effective July 1, 2006, longevity payments shall be based upon continuous service in the bargaining unit of July 1 (12 month) and September 1 (less than 12 month). Members shall be eligible to receive \$125 per year for each year worked over 10 years payable in either (a) one payment to be paid on the first pay in December or (b) equal amounts each pay period. The employee must elect longevity payment option by June 1 of the previous fiscal year.

**NOTE:** Effective July 1, 2009 new employees hired to fill positions covered by this Agreement will not be eligible to receive Longevity payments based upon continuous service. However, coincident with the effective date of this Agreement all current Unit members will be grandfathered and eligible the receive longevity payments as described herein.

#### **ARTICLE XXIX: RETIREMENT**

Bargaining unit members shall be eligible for retirement consistent with State law.

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ARTICLE XXV: STAFF ASSIGNMENT  
MEMBERS WILL BE PROVIDED WITH  
NOTIFICATION OF THEIR ASSIGNMENT ON OR  
BEFORE AUGUST 1<sup>ST</sup> EACH YEAR.

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**ARTICLE XXX:  
RIGHTS OF THE SCHOOL COMMITTEE**

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In recognition of the fact that the laws of the Commonwealth of Massachusetts vest in the Committee and/or the Superintendent of Schools responsibility to the people of the towns of Hamilton and Wenham for the quality of education in, and the efficient and economical operation of the Hamilton Wenham Regional School District, it is herein agreed that except as specifically and directly modified, amended, or abridged by expressed language in a specific provision of this Agreement, the Committee and/or the Superintendent of Schools retains all rights and powers that it has or may hereafter be granted by law and may lawfully exercise the same at its discretion without such exercise being made the subject of a grievance or unfair labor practice charge.

**ARTICLE XXXI:  
DURATION**

This agreement will be effective July 1, ~~2018~~ through June 30, ~~2021~~.

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**SIGNATURES**

This Agreement for Hamilton-Wenham Regional School District Office Personnel Association is executed in duplicate and agreed to on ~~XX, 2019~~, by Representatives of the Hamilton-Wenham Regional School District Office Personnel Association and by the Hamilton- Wenham Regional School District Committee. This Agreement supersedes any other agreement between the parties.

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*David Polito*

David Polito  
Hamilton-Wenham Regional School District  
Chairperson, School Committee

*John Kotch*

John Kotch  
Hamilton-Wenham Regional School District  
HW Education Association President

Date \_\_\_\_\_

Date \_\_\_\_\_

*\*Original signatures on file District Office*

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Agreement between HWRSC and HW Office Personnel, ~~2018-2021~~

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## APPENDIX A – 2018 - 2019 SALARY SCHEDULE

Schedule for Office Personnel Salaries (2.5% Increase)

### ADMIN 1

STEP	ANNUAL <sup>(1) (2)</sup>	HOURLY
1	<del>\$44,873</del>	<del>\$21.57</del>
2	<del>\$45,771</del>	<del>\$22.01</del>
3	<del>\$46,686</del>	<del>\$22.45</del>
4	<del>\$47,622</del>	<del>\$22.90</del>
5	<del>\$48,573</del>	<del>\$23.35</del>
6	<del>\$49,542</del>	<del>\$23.82</del>
7	<del>\$50,534</del>	<del>\$24.30</del>
8	<del>\$51,545</del>	<del>\$24.78</del>

Office Personnel for: HS Principal; MS Principal, Elementary; Adm. Asst. for Director of Curriculum; Data Entry Specialist; Adm. Asst. for Dir. of Student Services.

### ADMIN 2

STEP	ANNUAL <sup>(1) (2)</sup>	HOURLY
1	<del>\$41,202</del>	<del>\$19.81</del>
2	<del>\$42,029</del>	<del>\$20.21</del>
3	<del>\$42,867</del>	<del>\$20.61</del>
4	<del>\$43,725</del>	<del>\$21.02</del>
5	<del>\$44,598</del>	<del>\$21.44</del>
6	<del>\$45,491</del>	<del>\$21.87</del>
7	<del>\$46,400</del>	<del>\$22.31</del>
8	<del>\$47,327</del>	<del>\$22.75</del>

Office Personnel for: Full-year and school-year Student Services; HS Asst. Principal; School-Year Guidance; MS School Year Asst. Prin.; Athletics; Building Use; Maintenance and Facilities; School Year Food Services; HS Records

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**BUSINESS**

<u>STEP</u>	<u>ANNUAL</u> <sup>(1) (2)</sup>	<u>HOURLY</u>
1	<del>\$45,427</del>	<del>\$21.84</del>
2	<del>\$46,333</del>	<del>\$22.28</del>
3	<del>\$47,261</del>	<del>\$22.72</del>
4	<del>\$48,206</del>	<del>\$23.18</del>
5	<del>\$49,168</del>	<del>\$23.64</del>
6	<del>\$50,176</del>	<del>\$24.12</del>
7	<del>\$51,157</del>	<del>\$24.59</del>
8	<del>\$52,180</del>	<del>\$25.09</del>

Office Personnel for: Accounts Payable

(1) Add \$500 for completion of the FY13 Training Incentive to Base Salary, where applicable

(2) Add \$1,000 for completion of the FY14 Training Incentive to Base Salary, where applicable

Note: Base Annual Hourly Rates have been calculated by dividing the annual base salary by the number of hours available in a standard work year (Salary divided by 2,080 hours, which is 260 days multiplied by 8 hours per day).

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Agreement between HWRSC and HW Office Personnel, ~~2018-2021~~

## APPENDIX B – 2019 - 2020 SALARY SCHEDULE

Schedule for Office Personnel Salaries (2.5% Increase)

### ADMIN 1

STEP	ANNUAL <sup>(1) (2)</sup>	HOURLY
1	<del>\$45,995</del>	<del>\$22.11</del>
2	<del>\$46,915</del>	<del>\$22.56</del>
3	<del>\$47,853</del>	<del>\$23.01</del>
4	<del>\$48,813</del>	<del>\$23.47</del>
5	<del>\$49,787</del>	<del>\$23.94</del>
6	<del>\$50,781</del>	<del>\$24.41</del>
7	<del>\$51,797</del>	<del>\$24.90</del>
8	<del>\$52,834</del>	<del>\$25.40</del>

Office Personnel for: HS Principal; MS Principal, Elementary; Adm. Asst for ~~Director of Curriculum~~;  
Adm. Asst. for Dir. of Student Services.

### ADMIN 2

STEP	ANNUAL <sup>(1) (2)</sup>	HOURLY
1	<del>\$42,232</del>	<del>\$20.30</del>
2	<del>\$43,080</del>	<del>\$20.71</del>
3	<del>\$43,939</del>	<del>\$21.12</del>
4	<del>\$44,818</del>	<del>\$21.55</del>
5	<del>\$45,713</del>	<del>\$21.98</del>
6	<del>\$46,628</del>	<del>\$22.42</del>
7	<del>\$47,560</del>	<del>\$22.87</del>
8	<del>\$48,510</del>	<del>\$23.32</del>

Office Personnel for: Full-year and school-year Student Services; HS Asst. Principal; School-Year Guidance;  
MS School Year Asst. Prin.; Athletics; Building Use; Maintenance and Facilities; School Year Food Services;  
HS Records

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Agreement between HWRSC and HW Office Personnel, 2018-2021

**BUSINESS**

<u>STEP</u>	<u>ANNUAL</u> <sup>(1) (2)</sup>	<u>HOURLY</u>
1	<del>\$46,563</del>	<del>\$22.39</del>
2	<del>\$47,491</del>	<del>\$22.83</del>
3	<del>\$48,443</del>	<del>\$23.29</del>
4	<del>\$49,411</del>	<del>\$23.76</del>
5	<del>\$50,397</del>	<del>\$24.23</del>
6	<del>\$51,430</del>	<del>\$24.73</del>
7	<del>\$52,436</del>	<del>\$25.21</del>
8	<del>\$53,485</del>	<del>\$25.71</del>

Office Personnel for: Accounts Payable

(1) Add \$500 for completion of the FY13 Training Incentive to Base Salary, where applicable

(2) Add \$1,000 for completion of the FY14 Training Incentive to Base Salary, where applicable

Note: Base Annual Hourly Rates have been calculated by dividing the annual base salary by the number of hours available in a standard work year (Salary divided by 2,080 hours, which is 260 days multiplied by 8 hours per day)

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Agreement between HWRSC and HW Office Personnel, ~~2018-2021~~

## APPENDIX C – 2020 - 2021 SALARY SCHEDULE

Schedule for Office Personnel Salaries (2.5% Increase)

### ADMIN 1

STEP	ANNUAL <sup>(1) (2)</sup>	HOURLY
1	\$47,145	\$22.67
2	\$48,088	\$23.12
3	\$49,049	\$23.58
4	\$50,033	\$24.05
5	\$51,032	\$24.53
6	\$52,051	\$25.02
7	\$53,092	\$25.53
8	\$54,155	\$26.04

Office Personnel for: HS Principal; MS Principal, Elementary; Adm. Asst. for Director of Curriculum; Adm. Asst. for Dir. of Student Services.

### ADMIN 2

STEP	ANNUAL <sup>(1) (2)</sup>	HOURLY
1	\$43,288	\$20.81
2	\$44,157	\$21.23
3	\$45,037	\$21.65
4	\$45,938	\$22.09
5	\$46,856	\$22.53
6	\$47,794	\$22.98
7	\$48,749	\$23.44
8	\$49,723	\$23.91

Office Personnel for: Full-year and school-year Student Services; HS Asst. Principal; School-Year Guidance; MS School Year Asst. Prin.; Athletics; Building Use; Maintenance and Facilities; School Year Food Services; HS Records

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Deleted: Office Personnel for: 12 & 10 Month Student Services; HS Asst. Principal; 10-Month Guidance; MS 10-Month Asst. Prin.; Athletics; Building Use; Maintenance and Facilities; 10 Month Food Services; HS Records ... [12]

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**BUSINESS**

<u>STEP</u>	<u>ANNUAL</u> <sup>(1) (2)</sup>	<u>HOURLY</u>	
1	<del>\$47,727</del>	<del>\$22.95</del>	Deleted: \$21.31
2	<del>\$48,678</del>	<del>\$23.40</del>	Deleted: \$44,319
3	<del>\$49,654</del>	<del>\$23.87</del>	Deleted: \$45,203
4	<del>\$50,646</del>	<del>\$24.35</del>	Deleted: \$21.73
5	<del>\$51,657</del>	<del>\$24.84</del>	Deleted: \$46,108
6	<del>\$52,716</del>	<del>\$25.34</del>	Deleted: \$22.17
7	<del>\$53,747</del>	<del>\$25.84</del>	Deleted: \$47,030
8	<del>\$54,822</del>	<del>\$26.36</del>	Deleted: \$22.61
<u>Office Personnel for:</u> Accounts Payable			Deleted: \$47,969
(1) Add \$500 for completion of the FY13 Training Incentive to Base Salary, where applicable			Deleted: \$23.06
(2) Add \$1,000 for completion of the FY14 Training Incentive to Base Salary, where applicable			Deleted: \$48,952
Note: Base Annual Hourly Rates have been calculated by dividing the annual base salary by the number of hours available in a standard work year (Salary divided by 2,080 hours, which is 260 days multiplied by 8 hours per day)			Deleted: \$23.53
			Deleted: \$49,909
			Deleted: \$23.99
			Deleted: \$50,907
			Deleted: \$24.47

27

Agreement between HWRSC and HW Office Personnel, ~~2018-2021~~

**APPENDIX D - OFFICE PERSONNEL EVALUATION FORM**  
**HAMILTON-WENHAM REGIONAL SCHOOL DISTRICT**  
**OFFICE PERSONNEL PERFORMANCE EVALUATION**

Name: Evaluator: \_\_\_\_\_

Job Title:      Date of Hire:

Date: \_\_

	<b><u>Needs Improvement</u></b>	<b><u>Meets Expectations</u></b>	<b><u>Exceeds Expectations</u></b>
<b><u>INTERPERSONAL SKILLS</u></b>			
Responds to changes in routine in a calm and even manner	_____	_____	_____
Communicates effectively	_____	_____	_____
Maintains positive working relations	_____	_____	_____
Demonstrates cooperation, courtesy and positive attitude	_____	_____	_____
Responds to constructive recommendations	_____	_____	_____
<b><u>WORK ETHIC</u></b>			
Is dependable	_____	_____	_____
Is punctual	_____	_____	_____
Maintains confidentiality	_____	_____	_____
<b><u>PRODUCTIVITY</u></b>			
Produces a high volume of work	_____	_____	_____
Handles multiple tasks	_____	_____	_____

28

Agreement between HWRSC and HW Office Personnel, ~~2018-2021~~

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Produces quality work	_____	_____	_____
Organizes time and materials, and plans effectively	_____	_____	_____
Meets deadlines and goals	_____	_____	_____

**INITIATIVE/CREATIVITY**

Is willing to learn new duties	_____	_____	_____
Has good analytical skills	_____	_____	_____
Demonstrates good problem solving skills	_____	_____	_____
Finds ways to make suggestions for improvement.	_____	_____	_____

**SUPERVISOR'S COMMENTS:**

**EMPLOYEE'S COMMENTS:**

Please include any comments you would like to make about the above information.

In addition, in terms of professional development, what do you feel would be helpful during the next evaluation period? Please explain.

Date Evaluation Report given to Employee : \_\_\_\_\_ Date of Final Evaluation Conference: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

My signature acknowledges receipt of this report on the date indicated and knowledge that it will be inserted into my personnel file. It does not indicate agreement or disagreement with its content. I understand that I have the right and I am encouraged to comment on this evaluation within ten (10) days, the copy of which will be attached to this report.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

30

Agreement between HWRSC and HW Office Personnel, ~~2018-2021~~

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**APPENDIX E - OFFICE PERSONNEL PROFESSIONAL DEVELOPMENT PRE-  
APPROVAL/REIMBURSEMENT REQUEST**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Choose School Location:

BUKER ☐ CUTLER ☐ WINTHROP ☐ MILES RIVER ☐ HWRHS ☐  
DISTRICT ☐

Course Title: \_\_\_\_\_

Course Location: \_\_\_\_\_

Course Date & Time: \_\_\_\_\_

Course Relevance to your Position (Describe): \_\_\_\_\_

\_\_\_\_\_

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Agreement between HWRSC and HW Office Personnel, ~~2018-2021~~

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Course Cost (not to exceed \$ 250.00): \_\_\_\_\_

Office Use  
Only:

Reimbursement Amount    # 001.400.1410.9.9.099.600.5        \$ \_\_\_\_\_  
\*In order to receive reimbursement, you must include a copy of receipt showing proof of payment.

Stipend Amount                # 001.400.1410.9.9.099.300.5        \$ 250.00

32

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\*In order to receive stipend, you must include a copy of proof of course completion.

\_\_\_\_\_  
Pre-Approval Signature  
Assistant Superintendent for Finance & Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval of Reimbursement Signature  
Assistant Superintendent for Finance & Administration

\_\_\_\_\_  
Date

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## LEGAL NOTICE

**WARRANT FOR ELECTION OF MEMBERS  
OF THE HAMILTON-WENHAM REGIONAL  
SCHOOL DISTRICT COMMITTEE**

Essex, ss.

To the Secretary of the Hamilton-Wenham Regional School District Committee:

**GREETINGS:**

Pursuant to Section 1 (E) of the Hamilton-Wenham Regional School District Agreement, you are hereby directed to notify the registered voters of the Towns of Hamilton and Wenham, Essex County, Massachusetts, of the election of members to the Hamilton-Wenham Regional School District Committee. In Wenham, the election will be held at the Wenham Town Hall, 138 Main Street, Wenham on Thursday, April 11, 2019. The polling place shall be opened at 7:00 AM and shall remain open until 8:00 PM. In Hamilton, the election will be held at the H-W Recreation Gymnasium, 16 Union Street, Hamilton on Thursday, April 11, 2019. The polling place shall be opened at 7:00 AM and shall remain open until 8:00 PM. The number of members elected shall be (3) members; for a term of three years; you are hereby directed to serve this Warrant by posting attested copies thereof in at least one public place in each of the member towns of Hamilton and Wenham and by publishing at least once in a newspaper of general circulation in the district seven days at least before the election date.

Given under our hands this 13<sup>th</sup> day of March in the year 2018.

\_\_\_\_\_  
Peter Wolczik

\_\_\_\_\_  
Gene Lee

\_\_\_\_\_  
Michelle Bailey

\_\_\_\_\_  
David Polito

\_\_\_\_\_  
Kerry Gertz

A majority of the members of the Hamilton-Wenham Regional School District Committee.

\_\_\_\_\_  
Stacey Metternick, Secretary Hamilton Wenham Regional School Committee

## DONATIONS

School Committee Meeting

March 13, 2019

Friends of Winthrop

- Items listed on Gift Letter \$

Friends of Buker

- Items listed totaling \$8,932.00



# HAMILTON-WENHAM

## BESSIE BUKER ELEMENTARY SCHOOL

Ben Schersten, Principal

1 School Street ~ Wenham, MA 01984  
978-468-5324 / 978-468-5329 (F)  
[www.buk.hwschools.net](http://www.buk.hwschools.net)

March 5, 2019

Dear Dr. Harvey,

The Friends of Buker group plans to support Buker Elementary School with cultural enrichment donations totaling \$8932. Below is a table outlining the programs. When a program is offered to multiple grades, the cost only appears once.

Grade Level	Date	Program	Cost
Kindergarten	Thurs March 7	Mass Audubon--Winter Survivors	391
Kindergarten	February 26 and 28	Giles Laroche	1700
Kindergarten	April 25th and May 9th	German Bee Lady	960
First	October 18th	Discovery Museum-Lights and Lasers	460
First	Thursday April 11th	MOS-Animal Habitats	450
First	February 26 and 28	Giles Laroche	0
First	April 25th and May 9th	German Bee Lady	0
First	Early May--not confirmed	Mallory Bagwell-Geodomes	225
Second	April 25th and May 9th	German Bee Lady	0
Second	Thursday April 11th	MOS-Animal Habitats	100
Third	November 15	Mass Audubon--Adaptable Animals	391
Third	March 14	Acton Discovery Museum-Force and magnetism	460
Third	March 28	MOS- Weather	0
Third	May 16th	Mallory Bagwell--Math Through Movement	450
Third	June 11th or 13th both held	Sharon Kennedy-Susannah Winslow	445
Fourth	Feb 28th	Sharon Kennedy-Lowell Mill Girl	400
Fourth	January 17	MOS-Starlab	0
Fourth	March 21	MOS-Animal Adaptations	450
Fifth	March 14	MOS-States of Matter	575
Fifth	Arch 28	MOS- Weather	575
Fifth	January 17	MOS-Starlab	675



# HAMILTON-WENHAM

## BESSIE BUKER ELEMENTARY SCHOOL

Ben Schersten, Principal

1 School Street ~ Wenham, MA 01984  
978-468-5324 / 978-468-5329 (F)  
[www.buk.hwschools.net](http://www.buk.hwschools.net)

Fifth	early may	Mallory Bagwell-Geodomes	225
Fifth	May 30th, 2019	Senator for a Day Program at the Kennedy Institute	0

Sincerely,

Ben Schersten, Principal  
Buker Elementary

March 6, 2019

Dear School Committee,

The Friends of Winthrop would like to donate the following items to the Winthrop School to enhance the educational enrichment for our students in the classrooms. Please accept these gifts on behalf of the Winthrop School. The items to be donated are as follows:

- 4 Portable lap desk/laptop stand/writing table
- 2 manipulative cabinets
- 2 rolls of craft paper
- Laminator film
- Ipad document camera stand

If you have any questions or concerns, please feel free to reach out to the Friends of Winthrop Co-Chairs. Thank you for your time.

Best,

Karen Nevins  
FOW Co-Chair  
[Kez2112003@yahoo.com](mailto:Kez2112003@yahoo.com)

Robert Gallinelli  
FOW Co-Chair  
[gallinelli.robert@gmail.com](mailto:gallinelli.robert@gmail.com)



**HAMILTON WENHAM  
REGIONAL SCHOOL DISTRICT**

# **Annual Town Meeting Budget Request**

# **FY2020**

**LEVEL  
SERVICE  
BUDGET**  
**\$33,546,760**  
Preserves current level of  
services for the  
School District

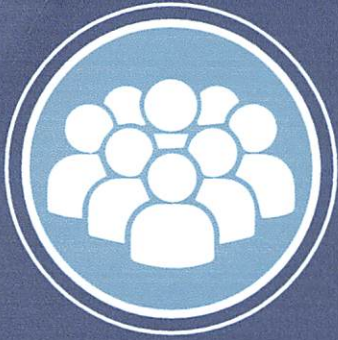


**SCHOOL  
RESOURCE  
OFFICER**  
**\$73,000**

**OPEB  
TRUST  
FUND**  
**\$250,000**

**Please Attend  
Town Meeting in  
Hamilton & Wenham**  
**April 11, 2019**  
To support the HWRSD FY20 Warrant Articles

# FY 20 Main Budget Drivers



**\$21,492,585**

## **SALARIES**

Like all school systems, a majority of the HWRSD FY 20 budget comes from teacher and staff salaries. These increases consist of cost of living, step, and educational increases. Hamilton Wenham prides itself on the hiring and retention of top caliber educators and educational leaders while maintaining a hiring strategy that replaces staff at a savings while properly compensating district staff.

## **OUT OF DISTRICT TUITION**

Every child has a right to an education. While the HWRSD does everything in its power to create the least restrictive learning environment within the confines of our district being such a small school system, we are limited in programs and resources. At those times, it is necessary to place students in schools outside of our district to meet their individual needs.



**\$3,775,296**



**\$250,000**

## **OPEB TRUST FUND**

## **SCHOOL RESOURCE OFFICER**

The inclusion of funding for a school resource officer in the FY20 budget is to ensure the availability of funds to hire and train an SRO to begin at the start of school in August of 2019. These funds are a placeholder within the FY20 school budget and are intended to eventually be replaced with funding from the town of Hamilton's Community Preservation Agreement with Green Meadows Farm.



**\$73,000**

# **A VACANCY IN THE SUPERINTENDENCY**

## **Key Decisions for the Hamilton Wenham Regional School Committee**

### **Planning for a Transition**

**Massachusetts Association of School Committees**

*MASC is the official representative of the  
National Alliance of Superintendent Searchers*

## *First Steps to Take Upon Notice that a Superintendent Vacancy will Occur*

1. **Assess** the attractiveness of your position and consider what makes the position more or less attractive. This will be important in anticipating the size and quality of the candidate pool as these factors will be important considerations for prospective applicants.
  - a. What is the reason for the vacancy in our superintendency?
  - b. Is the position legitimately vacant or is there a clear heir to the superintendency in your district at this time? Is there any other reason that an outside candidate will be concerned about another candidate having an inside track?
  - c. Will a candidate come into the district with likelihood of success or the challenge of confronting difficult and challenging circumstances?
  - d. Can we have a publicly transparent process and still protect the confidentiality of candidates appropriately? (How much confidentiality can be provided?)
    - i. Will we need to have a late stage public review prior to the final decision making to involve the public?
  - e. Will the search process and subsequent transition be smooth, or are there likely reasons for disruption?
  - f. Do some of these challenges face the superintendent to be hired:
    - i. Search Process/Level of Public Scrutiny
    - ii. Governance/School Committee
    - iii. Support of the Central Office Team and Principals
    - iv. Budget and Finance Issues for School
    - v. Academic Achievement
    - vi. Political or Legal Issues
    - vii. Status of Labor Relations
    - viii. Scrutiny by Local Media
    - ix. Relationships with the Municipal Government(s)
    - x. Involvement of Local Special Interests (Business, Universities, Constituencies)
    - xi. Satisfactory Economic Package for Candidate (i.e., Contract Provisions, Valuable Compensation Items)

## **2. Consider your options for the interim period or the permanent superintendency.**

- a. Do you want an interim superintendent for a specific period?
  - i. Internal or external interim?
  - ii. Will interim superintendent be considered for permanency?
  - iii. Will the interim superintendency serve as an “audition” for a candidate who wishes the position permanently?
  - iv. How much process do you need for an interim?
- b. Do you want to go right to the permanent superintendent search process?
  - i. Make an immediate appointment (internal promotion or external)?
  - ii. Promote your internal candidate?

### **Special note in interim superintendencies:**

An interim superintendent is nothing more than a superintendent with a short term contract that might run for a week or two, month or two, several months, or as long as a full year. The law requires only that a school committee appoint a superintendent in public. No process is required, nor must you engage in an informal or formal search. You may need to consider what your community will demand in terms of transparency, depth, or civic involvement.

During an interim superintendency, the person holding the position has all the authority of a full-time, “permanent” superintendent.

One distinct advantage of an interim superintendency is that faculty and staff generally collaborate fully and engage in exemplary behaviors for a variety of reasons, not the least of which is that they do not want an interim superintendent reporting to her/his successor who among the staff may be less loyal or reliable.

## **3. Determine what kinds of assistance will the school committee require for interim or permanent superintendent?**

- a. Professional services (Full, Partial, Technical Assistance),
- b. Recruitment
- c. Technical Assistance from available sources:
  - i. Preparation for Search Process
  - ii. Graphic Design
  - iii. Recruitment (Mailing Lists, Recruiting Lists, etc.)
  - iv. Advertising
  - v. Focus Groups and Focus Surveys

- vi. Search Committee Support and Orientation
- vii. Compilation of Applications
- viii. Question Development
- ix. Background Review
- x. Parliamentary Assistance in Decision Making
- xi. Contracting Consultation

#### **4. How Much Public Participation Must You Have?**

- a. Search Committee (including size, membership, extent of mandate)
- b. Public Input into Search Process (i.e., On Line Surveys, Live Community Forums, Outreach)
- c. Participation of Administrative and Teaching Faculty
- d. Pre-Search and Post-Initial Interview Participation.

#### **5. Timetable**

- a. Schedule for Search Milestones and Hiring Date

#### **6. Screening Process**

- a. Initial Stages – Screening Candidates and Selection of Interviewees
- b. Vetting and Reference Checking at Early Stages, and again in later stages
- c. Preparation of Search Committee
- d. Initial Interviews (includes preparation of questions and process)
- e. Instructions to Screening Committee (Support for Screening Committee)
- f. Selection and Referral to School Committee

#### **7. Public Review Process**

- a. Public Interviews
- b. Meet the Public Opportunities
- c. Public Selection

#### **8. Contracting with Candidate**

*Looking for a Leader – What are the important things to consider?*

**DETERMINE** some of the important elements of the superintendency and the process you will use in finding a chief executive.

1. What do we want in a district chief executive?
2. What are the critical skills we seek in our new leader?
3. What are the key responsibilities and challenges confronting the district and the next leader?
4. Do we need to look locally, regionally, or more widely?
5. When do we want this leader in place?
6. How do we want to engage the district (surveys, focus groups, involvement in interviews)?
7. Whom do we want to involve in the process?
8. Who will lead the process for the school committee?
9. What are the factors that will determine if candidates will apply:
  - a. History of stable leadership.
  - b. Presence of internal candidate(s).
  - c. Financial situation of the district.
  - d. Relationship with the municipal leadership.
  - e. Administrative and academic status of the district.
  - f. Leadership of the School Committee.
  - g. Compensation package and contract language.
  - h. Relationship of the teachers union and superintendent in both the sending district and receiving district.
  - i. Political factors creating the transition.

## AT THE BEGINNING: INITIAL DECISIONS

1. Specify the nature of the search (Internal, external, national)
2. Determine if the district will oversee its own process or seek assistance from a consultant.
3. Identify key search process tasks and timelines.

**Decisions Related to the Timeline:** Approve Timeline<sup>1</sup> (See Attachment)

## CRITICAL ADMINISTRATIVE DECISIONS:

1. Establishing a Search Committee:
  - Size, Composition Categories<sup>2</sup>
  - Whether or not School Committee members will join.
  - Involvement of Faculty.
  - Balancing the interests of the community, students and parents with those of school district staff who often seek to influence the selection process.
  - Charge from the School Committee<sup>3</sup>
  - Process for Selection of Committee Members
  - Guidelines for Attendance and Missing Meetings
  - Setting Orientation Committee Date
  - Commitment to expediting process by deadline.
2. Reimbursing Candidates for Travel: Semi-Finalists and/or Finalists
3. Establishing Candidate Requirements: Academic Requirements (Doctorate or Masters)  
Years of Administrative and/or Teaching Experience  
Professional Skills/Experiences

---

<sup>1</sup> The timeline is a tentative one since it may always be subject to change due to unforeseen circumstances, weather or other events. January, February and March are perilous months for weather.

<sup>2</sup> Size matters here because the more members serving the harder it is to reconcile everyone's schedule. MASC recommends that all search committee candidates agree to attend a preset orientation meeting and agree to attend all interview sessions.

<sup>3</sup> A charge relates to the mission of the Search Committee with items such as: a) Candidate Selection (i.e., mandatory interviews of internal candidates; mandatory interviews of district residents, etc.); b) Number of finalists to refer back to the School Committee; c) Instructions relative to selecting a chair; d) Other items as needed.

4. Application for Superintendency: Any special requirements or information for candidates<sup>4</sup>
5. Set Compensation Parameters: Salary  
Fringe Benefits  
Other Provisions

## DECISIONS RELATED TO COLLATERAL MATERIALS

### Use of Printed Brochure vs. On Line Material

#### Description of District and District Profile:

- Critical information needed: Enrollment  
Employees and Deployment  
Operating Budget  
Administrative Structure  
Schools  
Status of Union Contracts (if desired)  
Names of School Committee (if desired)
- Formal District Community Profile (Written Description)
- Photos, Graphics, or other materials to be included (i.e., town seal, mascot, landmarks)
- Content Issues: Criteria for Superintendency (See Attachment)  
Selection Criteria (See Attachment)  
Compensation and Benefits

### COMPENSATION INFORMATION

#### Compensation and Benefits

- Salary Parameters (i.e., Salary at current range, higher or lower)
- Benefits Package Parameters ("Flexible benefits package to be negotiated.")

*[NOTE: It is sometimes the case that a search consultant, acting without authority, may begin negotiating salaries with candidates above those established in the original notice. The School Committee should be mindful of this possibility and give very careful instructions*

---

<sup>4</sup> Some districts ask unique questions from the standard or ask for writing samples or special responses.

*to their search consultant about parameters and protocols regarding contracting and compensation.]*

## **ADVERTISEMENTS/RECRUITING**

### Approval of Advertising Plan

- Education Week
- Local Media (i.e., daily or weekly publications)
- On Line Options

### Deadline for Applications

- Definition of Deadline to have unambiguous requirement.

## **ADMINISTRATIVE LOGISTICS**

### Reference Checking

Who will perform? Who will assist?

### Administrative Liaison

District Liaison to Search Consultant  
School Committee Liaison

## KEY RESPONSIBILITIES (EXAMPLES)

- CHIEF EXECUTIVE OFFICER OF A LARGE SCHOOL DISTRICT WITH DIVERSE CONSTITUENCIES AND HIGH LEVELS OF PUBLIC SCRUTINY
- BUILD A SUCCESSFUL LEADERSHIP AND ADMINISTRATIVE TEAM
- LEAD CONTINUOUS IMPROVEMENT FOR DISTRICT
- LEAD AND INSPIRE STUDENTS AND FACULTY TO BE SUCCESSFUL IN IMPROVING STUDENT ACHIEVEMENT
- DEVELOP POSITIVE AND CONSTRUCTIVE RELATIONSHIPS WITH STATE AND LOCAL OFFICIALS AND COMMUNITY LEADERS
- IMPLEMENT EDUCATOR EVALUATION SYSTEM AT ALL LEVELS.
- ACHIEVE ACCOUNTABILITY STANDARDS REQUIREMENTS AS IS CONSISTENT WITH NCLB/RTTT.
- BUILD A COHESIVE FACULTY/ADMINISTRATIVE TEAM AND COLLABORATIVE ENVIRONMENT.
- FACILITATE A STRONG ACADEMIC PROGRAM IN A SAFE AND POSITIVE LEARNING ENVIRONMENT WITH HIGH EXPECTATIONS FOR ALL STUDENTS.
- BUILD MORALE WITHIN THE DISTRICT, SCHOOLS AND AMONG THE FACULTY.
- PREPARE AND IMPLEMENT AN ANNUAL BUDGET TO PROMOTE ACCOUNTABILITY AND STUDENT ACHIEVEMENT.
- DEVELOP AND PROPOSE MANAGEMENT STRATEGIES FOR A DIVERSE DISTRICT WITH A MIX OF URBAN AND SUBURBAN CHARACTERISTICS
- RETAIN STUDENTS AND MAKE OUR PUBLIC SCHOOLS THE SCHOOLS OF CHOICE FOR RESIDENTS.
- REACH OUT TO ALL SEGMENTS OF THE TOWN TO BUILD A STRONG SENSE OF COMMUNITY.
- ADDRESS THE EQUITABLE DISTRIBUTION OF PERSONNEL, BUDGET AND OTHER RESOURCES.
- DEVELOP A LONG RANGE EDUCATIONAL PLAN IN COLLABORATION WITH CIVIC LEADERS.
- DEVELOP STRATEGIES TO SUPPORT THE SOCIAL AND EMOTIONAL WELLBEING OF CHILDREN.
- INTEGRATE TECHNOLOGY, WRITING, RESEARCH, AND THE ARTS ACROSS ALL CURRICULA.
- ADVOCATE FOR THE DISTRICT AND ITS STUDENTS AT MUNICIPAL, STATE AND FEDERAL LEVELS
- PERSONIFY INTEGRITY AND DEDICATION TO THE WELLBEING OF STUDENTS AT ALL LEVELS.

## **SELECTION CRITERIA (EXAMPLES)**

- **ACADEMIC DEGREE REQUIREMENT (I.E., PH.D./ED.D OR MASTERS DEGREE)**
- **QUALITY AND LENGTH OF EXPERIENCE (I.E., TEACHING, CENTRAL OFFICE)**
- **NON-TRADITIONAL CANDIDATES CONSIDERED**
- **EXPERIENCE IN SIMILAR COMMUNITIES**
- **URBAN EXPERIENCE (I.E., URBAN CHALLENGES IN SUBURBAN ENVIRONMENT)**
- **FINANCIAL/FISCAL MANAGEMENT EXPERIENCE**
- **CURRICULUM EXPERIENCE**
- **EXPERIENCE WITH DIVERSE COMMUNITY, FACULTY, STUDENTS, PARENTS**
- **COLLABORATIVE SKILLS**
- **CLEAR SENSE OF DIRECTION/PURPOSE/MORAL COMPASS**
- **KNOWLEDGE OF INNOVATIVE CONCEPTS**
- **UNDERSTANDING OF EDUCATOR EVALUATION SYSTEM**
- **CURRENCY ON TECHNOLOGY AND EDUCATION**
- **EXPERIENCE AS A MANAGER/TEAM BUILDER**
- **EXPERIENCE WITH SCHOOL CONSTRUCTION**
- **EXPERIENCE IN COLLECTIVE BARGAINING AND PERSONNEL**
- **EXPERIENCE WORKING WITH PARENTS AND PARENT ORGANIZATIONS**
- **UNDERSTANDING OF MA REGULATORY SYSTEM**
- **EXPERIENCE LINKING STANDARDS-BASED SYSTEMS TO STUDENT ACHIEVEMENT**
- **KNOWLEDGE OF GOOD TEACHING AND STRATEGIES FOR IMPROVEMENT**
- **UNDERSTANDING OF MA ACCOUNTABILITY SYSTEMS.**
- **STRATEGIC PLANNING (INCLUDING MISSION, VISION, ETC.)**
- **EXPERIENCE WITH MUNICIPAL GOVERNMENT OPERATIONS**
- **COMMUNICATION SKILLS**
- **EXPERIENCE IN LEADING SCHOOLS OUT OF SANCTION STATUS**

**DRAFT SEARCH TIMELINE**  
**SUPERINTENDENT SEARCH - Model Timeline**

*This timeline can take from 3-5 months and would need to be flexible allowing sufficient time to make up for unanticipated delays. The most likely delays would be on the search committee end because of the number of potential schedule conflicts. A September start date would allow for considerably more time to plan, recruit, and interview. A late start (i.e., January) will still work well provided the school committee expedites the process.*

School Committee receives preliminary documents, approves draft timeline, sets focus group meetings, makes decisions about recruiting search committee, etc.

Search Committee Orientation (Set Fixed Date)

Focus surveys prepared and on-line, focus groups scheduled and begun, materials development completed and ready for distribution

**Advertisements/E-Mail and General Mail distribution of materials.**  
**Also, distribution of search information to recruitment networks.**

Materials mailed and distributed.

Candidate recruitment is ongoing.

Focus Group

Search Committee will have organized to prepare for screening of candidates, scheduling of interviews, and preparation of questions.

Deadline Set for Filing Applications (3:00 p.m. EST via mail, e-mail, fax or personal delivery to search coordinator)

Applications are compiled and prepared for the Search Committee to review during school vacation. Review begins immediately.

Search Committee begins initial screening, selection and initial interviews. Process culminates with recommendations to the School Committee.

School Committee receives report and recommended finalists.  
Interviews candidates, conducts site visits, and other due diligence steps.

School Committee makes hiring decision Superintendent takes office or before if so needed and negotiated.

## National Alliance of Superintendent Searchers

State School Boards Associations will post your vacancies if you are a member district of the Massachusetts Association of School Committees. Contact Glenn Koocher to utilize these services without fee. MASC can also vet public candidates with their home state school boards association as a courtesy if desired.

<b>Firm Name</b>	<b>Contact Name</b>	<b>Phone #</b>	<b>Address</b>	<b>Email/Website</b>
<b>Alaska</b>	Ildi Nylén	(907) 586-1083	111 N. Ninth St. Juneau, AK 99801	<a href="http://www.aasb.org">www.aasb.org</a>
<b>Arizona</b>	John Gordon	(602) 254-1100 ext. 101	2100 N. Central Ave. Phoenix, AZ 85004	<a href="http://www.azsba.org">www.azsba.org</a> <a href="mailto:jgordon@azsba.org">jgordon@azsba.org</a>
<b>California</b>	Chris Pruitt	(916) 669-3293	3100 Beacon Blvd. West Sacramento, CA 95691	<a href="http://www.csba.org">www.csba.org</a>
<b>Colorado</b>	Bob Cito	(303) 832-1000	1200 Grant St. Denver, CO 80203	<a href="mailto:bobcito4@gmail.com">bobcito4@gmail.com</a>
<b>Connecticut</b>	Eliza Holcomb	(203) 878-4565	PO Box 290252 Wethersfield, CT 06124	<a href="mailto:cabesearch@aol.com">cabesearch@aol.com</a> <a href="http://www.cabe.org">www.cabe.org</a>
<b>Florida</b>	Wayne Blanton	(850) 414-2578	203 S. Monroe St. Tallahassee, FL 32301	<a href="http://www.fsba.org">www.fsba.org</a>
<b>Georgia</b>	Don Rooks	(800) 226-1856	5120 Sugarloaf Parkway Lawrenceville, GA 30043	<a href="http://www.gsba.org">www.gsba.org</a>
<b>Illinois</b>	Donna Johnson	(630) 629-3776, ext. 1233	2921 Baker Dr. Springfield, IL 62703	<a href="http://www.iasb.com">www.iasb.com</a> <a href="mailto:djohnson@iasb.com">djohnson@iasb.com</a>
<b>Indiana</b>	Michael Adamson	(317) 639-0330 ext. 109	1 North Capitol Ave. Indianapolis, IN 46204	<a href="http://www.isba-ind.org">www.isba-ind.org</a> <a href="mailto:madamson@isba-ind.org">madamson@isba-ind.org</a>
<b>Kansas</b>	Mike Pomarico	(800) 432-2471	1420 SW Arrowhead Rd.	<a href="http://www.kasb.org">www.kasb.org</a>

		ext. 325	Topeka, KS 66604	
<b>Kentucky</b>	David Baird	(800) 372-2962	260 Democrat Dr. Frankfort, KY 40601	<a href="http://www.ksba.org">www.ksba.org</a>
<b>Maine</b>	Sandra McArthur	(800) 660-8484	49 Community Dr. Augusta, ME 04330	<a href="http://www.msmaweb.com">www.msmaweb.com</a> assistance in search process
<b>Maryland</b>	Carl Smith	(800) 841-8197	621 Ridgely Ave. Annapolis, MD 21401	<a href="mailto:csmith@mabe.org">csmith@mabe.org</a>
<b>Massachusetts</b>	Glenn Koocher	(800) 392-6023	1 McKinley Square Boston, MA 02190	<a href="mailto:gkoocher@masc.org">gkoocher@masc.org</a>
<b>Michigan</b>	Richard Dunham	(517) 327-5900	1001 Centennial Way Lansing, MI 48917	<a href="http://www.masb.org">www.masb.org</a> <a href="mailto:rdunham@masb.org">rdunham@masb.org</a>
<b>Minnesota</b>	Sandy Gundlach	(800) 324-4459 ext. 128	1900 West Jefferson Ave. St. Peter, MN 56082	<a href="mailto:sgundlach@mnmsba.org">sgundlach@mnmsba.org</a> <a href="http://www.mnmsba.org">www.mnmsba.org</a>
<b>Mississippi</b>	Michal Waldrop	(888) 367-6722	489 Springridge Rd. Clinton, MS 39060	<a href="http://www.msbaonline.org">www.msbaonline.org</a>
<b>Missouri</b>	Joel Denney	(573) 445-9920 ext. 421	2100 I-70 Dr. SW Columbia, MO 65203	<a href="mailto:superintendentsearch@msbanet.org">superintendentsearch@msbanet.org</a>
<b>Montana</b>	Lisa Gowen	(406) 442-2180	863 Great Northern Blvd. Helena, MT 59601	<a href="mailto:lgowen@mtsba.org">lgowen@mtsba.org</a>
<b>Nebraska</b>	Marcia Herring	(800) 422-4572	1311 Stockwell St. Lincoln, NE 68502	<a href="mailto:mherring@nasbonline.org">mherring@nasbonline.org</a>
<b>New Jersey</b>	Jane Kershner	(609) 278-5253	413 West State St. Trenton, NJ 08605	<a href="mailto:jkershner@njsba.org">jkershner@njsba.org</a>
<b>North Carolina</b>	Tanya Giovanni	(919) 841-4040	7208 Falls of Neuse Rd. Raleigh, NC 27615	<a href="http://www.ncsba.org">www.ncsba.org</a> <a href="mailto:tgiovanni@ncsba.org">tgiovanni@ncsba.org</a>
<b>Ohio</b>	Al Meloy	(614) 540-4000	8050 North High St. Columbus, OH 43235	<a href="http://www.ohioschoolboards.org">www.ohioschoolboards.org</a> <a href="mailto:ameloy@ohioschoolboards.org">ameloy@ohioschoolboards.org</a>
<b>Oklahoma</b>	June Ehinger	(888) 528-3571	2801 North Lincoln Blvd. Oklahoma City, OK	<a href="http://www.ossba.org">www.ossba.org</a>

			73105	
<b>Oregon</b>	Jessica Knieling	(800) 578-6722	1201 Court St. NE Salem, OR 97301	<a href="mailto:jknieling@osba.org">jknieling@osba.org</a>
<b>Pennsylvania</b>	Britta Barrickman	(717) 506-2450 ext. 3369	PO Box 2042 Mechanicsburg, PA 17055	<a href="http://www.psba.org">www.psba.org</a> <a href="mailto:britta.barrickman@psba.org">britta.barrickman@psba.org</a>
<b>South Carolina</b>		(800) 326-3679	1027 Barnwell St. Columbia, SC 29201	<a href="http://www.scsba.org">www.scsba.org</a>
<b>Tennessee</b>	Tammy Grissom	(615) 815-3900	525 Brick Church Park Dr. Nashville, TN 37207	<a href="http://www.tsba.net">www.tsba.net</a>
<b>Texas</b>	Benjamin Canada	(512) 467-0222 ext. 6243	PO Box 400 Austin, TX 48767	<a href="http://www.tasb.org">www.tasb.org</a> <a href="mailto:executive.search@tasb.org">executive.search@tasb.org</a>
<b>Vermont</b>		(800) 244-8722	2 Prospect St. Montpelier, VT 05602	
<b>Virginia</b>	Gina Patterson	(800) 446-8722	200 Hanson St. Charlottesville, VA 22911	<a href="mailto:gina@vsba.org">gina@vsba.org</a>
<b>Washington</b>	Phil Gore	(360) 252-3020	221 College St. NE Olympia, WA 98516	<a href="mailto:p.gore@wssda.org">p.gore@wssda.org</a>
<b>West Virginia</b>	Howard O'Cull	(304) 346-0571	2220 Washington St. E. Charleston, WV 25311	<a href="http://www.wvsba.org">www.wvsba.org</a>
<b>Wisconsin</b>	Louis Birchbauer Dennis Richards	(414) 218-2805 (715) 896-3846	122 West Washington Ave. Madison, WI 53703	<a href="mailto:lbirchbauer@wasb.org">lbirchbauer@wasb.org</a> <a href="mailto:drichards@wasb.org">drichards@wasb.org</a> <a href="http://www.wasb.org">www.wasb.org</a>
<b>Wyoming</b>	Mark Higdon	(307) 634-1112	2323 Pioneer Ave. Cheyenne, WY 82001	<a href="http://www.wsba-wy.org">www.wsba-wy.org</a>

The following organizations are among those who serve as search consultants. Many of these consultants represent candidates and maintain "stables" of individuals whom they assign to districts to interview. The candidates may have varying degrees of interest in your vacancy.

<b>Firm Name</b>	<b>Contact Name</b>	<b>Phone #</b>	<b>Address</b>	<b>Email/Website</b>
<b>Avon Educational Search Consultants</b>	Herbert Pandiscio	(860) 673-9616	PO Box 1404 Avon, CT 06001	<a href="mailto:hpandiscio@comcast.net">hpandiscio@comcast.net</a>
<b>BWP &amp; Associates</b>	William Symons	708.361.4997	872 South Milwaukee Avenue, #221 Libertyville, IL 60048	<a href="http://www.bwpassociates.com">www.bwpassociates.com</a> <a href="mailto:bwpassociates@live.com">bwpassociates@live.com</a>
<b>Educational Leadership Services Inc.</b>	Richard Dempsey	(203) 438-0171	91 Acre Lane Ridgefield, CT 06877	
<b>Hazard, Young, Attea &amp; Associates Ltd.</b>		(847) 724-8465	1151 Waukegan Rd. Glenview, IL 60025	<a href="mailto:office@hyasearch.com">office@hyasearch.com</a>
<b>McPherson &amp; Jacobson LLC</b>		(888) 375-4814	7905 L. Street Omaha, NE 68127	<a href="http://www.macnjake.com">www.macnjake.com</a> <a href="mailto:mail@macnjake.com">mail@macnjake.com</a>
<b>NESDEC</b>		(508) 481-9444	28 Lord Rd. Marlboro, MA	<a href="http://www.nesdec.org">www.nesdec.org</a> <a href="mailto:search@nesdec.org">search@nesdec.org</a>
<b>Northwest Leadership Associates</b>	Dennis Ray	(509) 255-6170		
<b>Penn Search</b>		(215) 573-5511	Penn Center for Educational Leadership Graduate School of Public Education University of Pennsylvania 3440 Market St. Philadelphia, PA 19104	<a href="mailto:pennsearch@gse.upenn.edu">pennsearch@gse.upenn.edu</a> <a href="http://www.gse.upenn.edu/pcel/">www.gse.upenn.edu/pcel/</a>
<b>PROACT Search Inc.</b>		(800) 944-6129	126 North Jefferson St. Milwaukee, WI 53202	<a href="http://www.proactsearchinc.com">www.proactsearchinc.com</a>

<b>Ray &amp; Associates</b>		(319)393-3115	4403 First Ave. SE Cedar Rapids, IA 52402	<a href="http://www.rayandassociatesonline.com">www.rayandassociatesonline.com</a> <a href="mailto:glr@rayassoc.com">glr@rayassoc.com</a>
<b>School Exec Connect</b>		(847) 220-1585	2145 Tanglewood Ct. Highland Park, IL 60035	<a href="http://www.schoolexecconnect.com">www.schoolexecconnect.com</a> <a href="mailto:lhanson@schoolexecconnect.com">lhanson@schoolexecconnect.com</a>
<b>Sockwell &amp; Associates</b>		(704) 372-1865	800 East Blvd. Charlotte, NC 28203	<a href="http://www.sockwell.com">www.sockwell.com</a>

## **M e m o r a n d u m**

TO: Hamilton Wenham Regional School Committee

FROM: Glenn Koocher, MASC

DATE: March 13, 2019

RE: Finding an Interim Superintendent for the Next Year and Restarting the Search Process at the Start of the Next School Year

Hiring an interim superintendent is similar to a traditional search but with some reduction in process.

The school committee will need to decide some of the following search policy questions:

- Are there any factors that will require the school committee to act in a specific way?
- For how long a period will you require an interim superintendent?
- How wide to you want your reach to extend?
- Are there any special policies that will be in effect for this search?
- What kind of compensation package will you offer?
- What selection process will you use to pick an interim candidate?
- Will you be seeking a critical shortage waiver from the state?

There are many current superintendents who retired and eager to be an interim leader. Other candidates may be working but are 1-2 years away from retirement, or who, despite their current job, would risk being an interim in the hope of auditioning for the job. They often seek to move to another district for a short or longer transitional period.

Interim superintendents have unique advantages:

- a) they can make badly needed quick changes without having to risk alienating people whose support they need to cultivate;
- b) an interim can stabilize things in the district while the faculty keeps the district working;
- c) they can study the district and propose changes for the next leader or for the school committee.
- d) they can take risks and not have to worry about retaliation; and
- e) everyone in the school district is usually demonstrating exemplary behavior during an interim superintendency because the interim will brief the next permanent superintendent on transition issues, and school personnel want to be described favorably.

### **Factors That Influence the Search**

In the case of Waltham, the superintendent is leaving for another position that could be considered a professional advancement. There are few, if any, negative elements affecting the search. The city is well known in Metropolitan Boston and enjoys an excellent reputation. Your principal concern would be ensuring a smooth transition which is a standard element of a search.

### **Length of Interim Superintendency:**

Districts may want someone to compete a year during which the incumbent has left for any number of reasons. You will need to determine if you want an interim to carry you through the summer (and mount a permanent search quickly to conclude by July/August), or to seek someone for a full year.

Because of the timing of the departure of the incumbent, you could secure the services of a retired superintendent who could work within the earnings limit in calendar 2019 (July- December) and calendar 2020 (January – June)<sup>1</sup>. Under certain circumstances, the state will waive the earnings limit and grant a critical shortage waiver but only if a) the district conducts a full search that fails to find a qualified candidate, and b) if all other applicants fail to meet the requirements of the position.

### **How Wide a Net to Cast?**

Interim searches are often posted on the web sites of the state school committee and state superintendent associations, which is where most interested people look. MASC maintains a list of interested interims and is frequently contacted by others as well. In some cases, a broad mailing can be distributed. Frequently, there are recent retirees from the district or veteran administrators who would perform the interim work and then retire. There may also be aspirants for the long term position who would be willing to “audition” for a one or two-year period. Districts frequently promote an internal candidate and provide a mentor to help that interim superintendent master the necessary skills to fill the position permanently.

Note that the presence of a strong internal candidate for the superintendency or an interim superintendent who wishes to assume the position permanently present the biggest threat to the candidate pool for a formal search. Potential external candidates who are highly qualified often refrain from applying for a position where a strong internal candidate is present.

### **Special Policies for a Search**

About half of districts who seek an interim superintendent will **not consider that person to fill the position on a permanent basis** for fear of a diminished candidate pool and lack of transparency should the public feel the interim strategy is an end-run around an open search process.

Interim superintendencies rarely use focus groups or a search committee to vet candidates, choosing, instead, to have a fully public process where all candidates are required to interview at special school committee meetings.

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<sup>1</sup> Retired educators may work in retirement without loss of pension but is subject to a maximum allowable earning equal to the amount earned by the person filling the position from they retired minus the current annual pension, plus \$15,000. Example: Jones retires from the Mayberry Superintendency and receives a pension equal to 80% of the high multi-year salary or \$175,000 per year. Jones receives a pension of \$140,000. Jones's successor in Mayberry now earns \$190,000. Jones may earn the difference between the successor's current salary plus 15,000, (\$190,000 + \$15,000 = \$205,000) minus pension earnings of \$140,000 in any calendar year, or \$65,000. Jones may earn \$65,000 between July and December of 2019 and another \$65,000 between January and June.

Frequently, the school committee elects to interview all internal candidates, but this is not a universal practice. Candidates are usually subject to a full interview with some questions modified to reflect the interim nature of their positions. MASC has model interviews for permanent and interim candidates.

Interim superintendent will require a **temporary compensation package** that will usually exclude some form of retirement benefits (retired superintendents usually have health insurance, a pension, an annuity, and other benefits) in favor of a higher salary. Interim frequently seek a salary comparable with what the departing superintendent earned, but may, under some circumstances, accept a reduced salary in order to return to a leadership post. MASC has a guide to contracting that can be used to pick and choose which fringe benefits an interim candidate might want.

### **Selection Process**

The interim process usually consists of the following:

- A notice of vacancy is posted locally and electronically to a universe of candidates and internally to the school district. Districts should ensure that all staff are aware of the vacancy since most collective bargaining agreements require that all positions be posted internally. The posting should also appear on the MASC and MASS web sites which are seen nationally as the key places to learn of vacancies.
- A decision is made on where applicants will be sent and how they will be distributed to the school committee. Similarly, a protocol for handling inquiries should be determined.
- Applications should be accepted through a specific deadline, usually 3-4 weeks after position. This will allow sufficient time for candidates to prepare materials and references as needed. Since most candidates will be well known, checking references is easier than during a full, formal process.
- Appropriately qualified candidates should be invited to meet with either a screening subcommittee (in public) or the full school committee for a formal interview.
- Once the school committee elects to begin negotiations with a favored candidate, the board can decide on a formal benefit package for the hiring period.
- Once on board, the school committee should meet specifically to develop goals and protocols for the interim superintendency.

**A flexible model process might include the following which allows for delays and unexpected developments:**

March 18, 2019	Position Posted internally and on MASC and MASS web sites Notices of Vacancy are distributed widely
April 12, 2019	Closing date for applicants. Applicants must submit required materials not later than 3:00 p.m. on the closing date.
April 22 – April 30	Candidates invited for interviews.
May 1-15	Candidates interviewed. (Candidates might spend a day in Waltham to meet the community, faculty, and students.)
Week of May 20	Hiring decision made Contract negotiations begin.
June 30	Interim superintendency begins.