

**COLLECTIVE BARGAINING  
AGREEMENT**

**GILL-MONTAGUE EDUCATION  
ASSOCIATION &  
GILL-MONTAGUE REGIONAL SCHOOL  
COMMITTEE**

**2019-2022**

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ARTICLE I  
GENERAL

Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws of Massachusetts, this Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the GILL-MONTAGUE REGIONAL SCHOOL COMMITTEE (the Committee) and the GILL-MONTAGUE EDUCATION ASSOCIATION (the Association).

It is the intention of the parties by the consummation of this Agreement to continue their harmonious relations; to promote mutual cooperation and understanding; to formulate rules; to define and resolve the proper interest of the employees in their rights of compensation and conditions under which they perform their duties, all with a goal to improving the educational system and fulfilling the mission of the Gill-Montague Regional School District.

The parties acknowledge that the Committee has the complete authority over policies which it exercises under the law, and that this vehicle of collective bargaining will provide the teachers with a better opportunity to bring their knowledge and experience to bear on matters of professional concern together with that of the Committee with a goal of assisting in solving the growing problems inherent in the advancement of education.

Subject to the provisions of this Agreement, the wages, hours, and other conditions of employment applicable on the effective date of this Agreement to the employees covered by this Agreement shall continue to be so applicable.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

No student or employee shall be discriminated against on account of race, color, sex, pregnancy, pregnancy-related condition, age, religion, creed, ancestry, national origin, sexual orientation, gender identity, or handicap. Equal educational and employment opportunity shall, respectively, be made available in accordance with applicable Federal and State Laws.

ARTICLE II  
RECOGNITION

The Committee recognizes the Gill-Montague Education Association as sole bargaining agent for all employees covered by this Agreement.

Employees covered by this Agreement shall be the teachers, guidance counselors, nurses, speech therapists, librarian/media specialists, school psychologists, department heads, team leaders, Deans of Students, home school liaisons, the Education Technology Coach, special education team chairpersons, reading specialists, behavior analysts, Content Area Coaches, Coordinator of English Language Learners/Spanish Speaking Liaison and occupational therapists. Excluded from this unit will be the Superintendent of Schools, the Director of School Business Services, Assistant Principals, Principals, Director of Special Education, Director of Technology, Director of Elementary Education and all other employees of the Gill-Montague Regional School District.

ARTICLE III  
MANAGEMENT RIGHTS

Except as expressly provided otherwise by this Agreement, or by Chapter 736 of the Act of 1965 or any subsequent laws, the determination and administration of school policy, the operation of the schools and the direction of the teachers are vested, exclusively, in the School Committee and its agents as designated by law (hereinafter referred to as the School Committee). The administration and execution of provisions of this paragraph will be carried out by the Superintendent of Schools or his/her agents as designated by law (hereinafter referred to as the Superintendent) as the executive officer of the School Committee. The management of the school system, and the direction of the working force, including the right to plan, direct and control operations; to schedule and assign duties to employees; to determine the curriculum, textbooks, instructional supplies and schedules; to establish standards and to maintain the efficiency of employees; to establish and require employees to observe School Committee rules and regulations; to hire, lay-off or relieve employees from duties; to maintain order and to suspend, demote, discipline and discharge employees with Professional Teacher Status for just cause, are the recognized, reserved rights of the School Committee. The foregoing enumeration of School Committee rights shall not be deemed to exclude other rights of management, not specifically set forth; the School Committee, therefore, retaining all rights not specifically restricted by the Agreement. The exercise by the School Committee of any of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Association Bargaining Unit.

ARTICLE IV  
WORKING HOURS AND LOAD

A. Pre K--6 Teachers

1. A staff meeting will be held on the first Thursday of each month (unless individual buildings choose a different day by mutual agreement of the Association and the Principal). The length of the meeting will be determined by the agenda, but not to exceed ninety (90) minutes. The agenda of the meeting will be building based and determined collaboratively, with agenda items posted in advance in the teachers' lounge. These meetings are not to be used for professional development, unless mutually agreed upon.

B. Pre K--8 Teachers

1. All teachers are guaranteed two hundred, twenty-five (225) minutes of individual prep time per full five (5) day school week with a minimum of thirty (30) consecutive minutes daily and, wherever possible, forty-five (45) consecutive minutes daily. It is understood that collaboration among staff members is a desired educational goal: to that end, the teachers will use the time above and beyond the two hundred, twenty-five (225) minutes for collaborative efforts between staff members whenever possible.

C. Grades 9-12 Teachers

1. Teachers in grades 9-12 will be assigned a maximum of three (3) ninety (90) minute teaching blocks per day.
2. All teachers are guaranteed three hundred thirty (330) minutes of individual prep time per full five (5) day week.
3. An additional one hundred twenty (120) minutes per week is administratively directed and scheduled at least a week in advance for the purpose of collaborative professional development activities; grade level or vertical team meetings; student data review and assessment development; teacher study groups; technical computer training, assemblies, school wide meetings; advisory and other school improvement activities. Of the one hundred twenty (120) minutes, there will be no more than sixty (60) minutes of duties that will be regularly scheduled.
4. In addition, each teacher will attend a monthly after school department meeting for collaborative and curricular work.
5. Teachers may be released from any or all of the one hundred twenty (120) minutes of administratively directed activities without diminishing management rights.
6. Teachers in grades 9-12 will be assigned a maximum of three (3) teaching blocks per day.

#### D. Grades PreK-12 Teachers

1. Parent/teacher conferences are offered on two (2) early release afternoons in the Fall, on two (2) early release afternoons in the Spring, and the evening on one of the Fall dates the early release afternoon conference occurs. In regard to the evening conference, staff in each building will decide at their first staff meeting, which date the conference will be held. The evening conference will be held for two (2) hours within the hours of 5:00 p.m. and 8:00 p.m. All teachers in a given building will stay during the same two (2) hour time period, which shall be decided by the teachers. Teachers are encouraged to accommodate a parent's request for a meeting outside the scheduled conference times, whenever possible.

Teachers who are assigned to more than one (1) building will be assigned to a "home school" and will attend the Open House, parent-teacher conferences, faculty meetings, and other meetings of the home school. The teacher will be evaluated by the building administrator(s) in the home school. Administrators shall allow flexibility to teachers in regard to parent-teacher conferences (i.e., teachers are not required to attend parent-teacher conferences only at their home school), but will attend the same total amount of parent-teacher conference time as other staff.

2. a. The one hundred eighty fifth (185<sup>th</sup>) day will be a day for faculty before the start of school for individual preparation at the assigned school during the regular school hours. This one hundred eighty fifth (185<sup>th</sup>) day will be the day before the normal "two (2) days" prior to the opening of school. These two (2) days will continue to be one (1) day for school business and one (1) for professional development.
  - b. The three days prior to the start of school will be as follows:
    - i. Day 1 – district day (professional development, district business),
    - ii. Day 2 – school level day (school business, i.e., staff meeting, including preparation for students, collaborative planning, etc.),
    - iii. Day 3 – day of individual classroom preparation
3. Shared Positions - When one position is shared, the wages, benefits and seniority will be pro-rated accordingly.
4. Two (2) of the one-hundred eighty-five (185) teacher contract days, one (1) prior to the arrival of students and one (1) following their departure, will be designated for school business.

5. All teachers covered by this Agreement will be entitled to a thirty (30) minute lunch period coinciding with or falling within a student lunch/recess period. Teachers will be free to leave the building during their duty-free lunch time.
  6. Teachers having collaborative and individual preparation time in the daily schedule shall devote this time to the preparation of lessons, analysis of students' work or research. In some instances, it may be necessary to call upon teachers to supervise their class when the normally scheduled supervisor (specialist) is absent. In such situations, teachers may carry out their previously planned activities while supervising their class.
  7. Under unusual circumstances, teachers may, upon authorization by the administration, leave the building during those periods of time when they are not assigned to the direct supervision of students.
  8. At the end of the school year, all grade levels will be released for a half day for the last three student days to allow for individual teacher completion of end of the year paperwork and grading.
  9. Employees who are assigned to the middle school and/or high school must report to work ten (10) minutes prior to the start of the students' first class, and remain ten (10) minutes after the students' last class. Currently, this means employees must arrive no later than 7:35 a.m. and remain until 2:35 p.m. Employees who are assigned to an elementary school must report to work by 8:30 a.m., and remain ten (10) minutes after the students' last class. Currently, this means employees must remain until 3:25 p.m. In the event of a delayed opening, the hours will be adjusted accordingly.
  10. Teachers may be assigned within the work day to before or after school duty each day for a total of up to sixty (60) minutes for the week. Alternatively, teachers will be assigned to no more than two (2) duty periods per week during the school day, not to exceed thirty (30) minutes each.
- E. District Professional Personnel - Guidance counselors, nurses, speech therapists, library/media specialists, school psychologists, home school liaisons, educational technology coaches, special education team chairpersons, reading specialists, behavior analysts Content Area Coaches, Coordinator of English Language Learners/Spanish Speaking Liaison and occupational therapists.
1. District professional personnel will be entitled to a 30 minute duty-free lunch period. Employees will be free to leave the building during their duty-free lunch time.

2. District professional personnel will be assigned no more than two duty periods per week, not to exceed 30 minutes each. The schedule of said duty time shall be established in accordance with the terms contained in Article V, Section A.
3. District professional personnel will be involved in the parent/teacher conference schedule to the same extent and in the same manner as all teachers serving the district.
4. The one hundred eighty fifth (185th) day will be a day for faculty before the start of school for individual preparation at the assigned school during the regular school hours. This one hundred eighty fifth (185th) day will be the day before the normal "two (2) days" prior to the opening of school. These two (2) days will continue to be one (1) day for school business and one (1) for professional development.
5. At the school sponsored functions in elementary school buildings that require student supervision (i.e.: science fair, evening plays and the like), this supervision will be performed by district personnel from each building. In cases where shared personnel exist, the site manager, in consultation with those professionals, will ensure equitable responsibility. No more than three (3) such arrangements will be given to any one employee unless that employee should volunteer for the duty. Weekends, holidays and vacation periods should be excluded from these assignments except when staff volunteer their services. Teachers who are assigned to more than one (1) building will attend the same total number of school sponsored functions (i.e., no more than three (3)).
6. Under unusual circumstances, district professional personnel may, upon authorization of the administration, leave the building during those periods of time when they are not assigned to the direct supervision of students.
7. Secondary guidance counselors will work five (5) week days immediately prior to the first teacher day of the school year and five (5) week days immediately following the last teacher day of the school year. Counselors will be compensated on a per diem basis for these days.
8. In addition to the evening obligations for Unit A employees stated elsewhere in this contract, secondary guidance counselors will attend and make presentations at no more than three (3) additional evening parent meetings during the course of the school year as deemed necessary by administration.
9. School Nurse(s) will work five (5) week days in August, prior to the teachers' first day of school for the purpose of clearing students for sports, planning for students with special needs, and reviewing records of incoming students for immunization compliance. School Nurse(s) will be compensated on a per diem basis for these days.

F. Moving Classroom Materials

1. In the event that a teacher is reassigned or transferred to another classroom, teachers will be compensated thirty dollars (\$30) per hour for time spent beyond the regular work day and or work year for up to fifteen (15) hours to pack and unpack his/her classroom. Teachers will submit a time sheet for approval. Teachers will not be required nor expected to personally transport any classroom items or materials during the reassignment/transfer.

ARTICLE V  
ASSIGNMENTS

- A. Unless the best interests of the District cannot otherwise be preserved and protected sufficiently, teachers will be notified in writing of their programs for the coming school year, including the school, the grades and the subjects that they will teach, and any special or unusual classes that they will have, not later than August 1.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates and their major or minor fields of study.
- C. The Principal shall annually assign grades and subjects of instruction to teachers. It is recognized that on occasion, such assignments may result in a change of grade and/or subject to be instructed by a teacher. It is agreed that such changes may occasionally be necessary. It is further recognized that such changes in assignment may impact upon education at the district school and/or may result in involuntary assignments of grade and /or subject of instruction.

In order to effectuate an orderly and uniform process of assignment and at the same time to secure due rights to the affected teacher(s), the following methods and processes shall be employed.

1. If it appears that the assignment of grades and subjects of instruction to teachers may result in change, the Principal shall first consider options which do not result in involuntary assignments of the same. Such consideration, however, shall not compel the Principal to render decisions respecting assignment of grades and subjects of instruction which results in no involuntary assignment of the same.
2. In the event that assignments are to be involuntary, the principal agrees to consider such matters as teacher expertise, length of service in the system, and areas of qualification in making the decision as to who shall be assigned specific grades and subjects of instruction.

3. Unless the best interests of the District cannot otherwise be preserved and protected sufficiently, thirty (30) days written notice shall be given in all cases of change of assignment of grade and subject of instruction.
  4. Involuntary assignments of grade and/or subject of instruction may be made only after discussion between the Principal and the teacher. The Principal shall, during such discussion, inform the teacher of the reasons for the change in assignment. If the teacher believes that the assignment is not in the best interest of the school or the teacher, s/he may request that the matter be discussed with the Superintendent.
- D. It is understood and agreed that the Committee has the right under the General Laws to establish programs and courses of study within the school system. Upon determination that a new position will be established or that modifications are to be instituted in existing programs, the Association will be notified of the details. The Principal, subject to the approval of the Superintendent, may fill such positions, or institute such modifications, and will pay such sums of money for salary as may have been determined for the position, subject to the obligations of the Committee to negotiate a final rate of pay with the Association, if the positions involved are filled by personnel who are part of the bargaining unit as defined in Article II of this agreement.

#### ARTICLE VI TRANSFERS

It is agreed that transfers of teachers from school to school will occasionally be necessary. It is further agreed that such transfers may be disruptive to the educational process. In order to effectuate orderly adjustments, the following methods will be employed.

- A. District volunteers will be considered for transfers first. No assignments of new teachers shall be made until all transfer requests have been considered.
- B. In the event that transfers are to be involuntary, the Superintendent will consider such matters as teacher competence, length of service in the system, and areas of qualification in making the decision as to who shall be transferred. Unless the best interest of the District cannot be otherwise preserved and protected sufficiently, thirty (30) days written notice shall be given in all cases of transfer during the school year. Involuntary transfers may be made only after discussion between the Superintendent and the teacher of the reason for the transfer. If the teacher objects to the transfer after such discussion, s/he may together with a representative of his/her choosing meet with the Superintendent within thirty (30) days to discuss the matter. When a teacher is not represented by the

Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

- C. Teachers will be notified of any transfers as far in advance as possible and normally not later than August 1. If the best interest of the District requires transfer after August 1, the teacher will be notified as soon as possible of the reason for the change. The Principal will schedule a meeting in the Principal's office with the affected teacher to provide and discuss the written transfer notification.
- D. Teachers desiring transfers may submit written requests to the Superintendent indicating the assignment preferred. Such requests must be submitted between September 1 and April 15 of each school year to be considered for the following school year. Requests must be renewed each year and shall be acknowledged in writing.
- E. Whenever feasible, any teacher who is transferred to another school due to the elimination of his/her position, will have the opportunity to return to his/her original professional assignment (right of first refusal).
- F. It is agreed that no grievances are to be submitted as to this article or to the transfer process described hereunder unless the process is discriminatory or not in accordance with the practice set forth above.

ARTICLE VII  
NON-TEACHING DUTIES

- A. Professional Development
  - 1. By the end of March each school year, each school, at a faculty meeting, under the direction of the principal, will have an opportunity to convey the professional development needs of its staff for the following school year. Prior to this faculty meeting, educators will have an opportunity to discuss their professional development needs in grade level or subject area team meetings. These needs will be communicated in writing to elementary grade level team leaders and secondary curriculum coordinators, school principals, the director of teaching and learning, and the superintendent.
  - 2. Elementary team leaders will meet with principals and the director of teaching and learning to prioritize professional development needs and draft an elementary level component of an annual district professional development plan. Secondary curriculum coordinators will meet with the secondary principal and the director of teaching and learning to prioritize professional development needs and draft a

secondary level component of an annual district professional development plan. Representatives for elementary specialist teachers and special education teachers will have an opportunity to participate in these meetings.

3. The superintendent or his/her designee will seek written feedback from district faculty on a draft annual professional development plan before its presentation to the school committee. This written feedback will be shared with the school committee prior to the school committee's approval of a plan.
  4. The employer will seek to provide to the best of its abilities, the professional development opportunities sought by the employees.
  5. An annual district professional development plan will be presented by the superintendent or his/her designee to the school committee, for its approval, prior to the beginning of each school year. This plan will specify planned job-embedded professional development consisting of teacher collaboration. It will also include plans for professional development to be provided by outside sources. The plan will specify intended goals, outcomes, providers, available revenue sources, anticipated expenditures, other resources needed, and dates.
- B. Teachers shall be available for after school help sessions for those pupils needing additional instruction for not more than two (2) afternoons per week in Grades 6-12 (except Gill Elementary). During the weeks in which teachers of Grades 6-8 have an after school faculty meeting or a subject area meeting, one of their two after school help session obligations will be limited to remaining at their classrooms for 15 minutes beyond the school day if no students show up for extra help and/or no students schedule time for that afternoon.
- C. Employees who use privately owned automobiles for authorized district travel will be reimbursed for all mileage driven at the currently posted district rate after submitting an approved payment voucher and attaching proof of mileage such as MapQuest as stated in district policy.
- D. When in-service workshops are held, all employees will attend, unless excused by the building principal to attend alternate offerings.
- E. Teachers who are asked to assume administrative responsibility for the day will be relieved of regular teaching duties for that day if the teacher affected so requests.
- F. At the school sponsored functions in Pre-K through 6 buildings that require student supervision, (i.e., science fair, evening plays and the like), this supervision will be performed by the professional teaching staff from Grades Pre-K through 6. Assignments for such supervision will be made by the building principals to ensure equitable responsibility. No more than three (3) such assignments will be given to any one teacher

unless that teacher should volunteer for the duty. Weekends, holidays and vacation periods shall be excluded from these assignments except when teachers volunteer their services.

ARTICLE VIII  
ACCIDENT AND INSURANCE

- A. Employees are eligible to participate in the Gill-Montague Regional School District's employees' group insurance program.
- B. Effective July 1, 2008, said employees will receive health insurance benefits through the Group Insurance Commission (GIC) in accordance with the September 26, 2007 Public Employee Committee (PEC) GIC Memorandum of Agreement between the School Committee and the PEC.
- C. Health insurance coverage for new or recalled employees: If a new or recalled employee is covered under COBRA or a "bridge insurance" plan, including the Commonwealth Connector, during the GIC required waiting period for coverage eligibility, the District will reimburse said employee up to the District's share of the monthly cost of the same type of insurance plan through GIC, not to exceed three (3) months. The employee is solely responsible for any amount exceeding the cost of the District's share toward the GIC plan. (For example, if a new employee obtains coverage through COBRA under an HMO plan, the District will reimburse the employee ninety percent (90%) of the GIC HMO plan rate (not to exceed the full cost of the COBRA or "bridge insurance" premium costs). The employee is responsible for the remaining ten percent (10%), plus any additional cost over and above the GIC HMO plan rate.) Reimbursement under this agreement will be provided as soon as possible after the employee enrolls in a GIC insurance plan through the District.

In order to access this benefit, new or recalled employees must provide the District with proof of insurance coverage and premium costs during the waiting period.

This benefit will only be available to new or recalled employees who have submitted an application for coverage under a GIC insurance plan through the District.

- D. Dental Insurance - The Gill-Montague Regional School District will offer an expanded dental plan to unit members as agreed to by the Association to which it will contribute \$22/family plan or \$7.25/individual plan per premium payment.
- E. Long Term Disability - The Gill-Montague Regional School District will offer a long-term disability insurance plan to unit members agreed to by the Association to which one hundred percent (100%) of the premium will be paid by the participating teacher.

- F. Life Insurance - Life Insurance coverage in the amount of ten thousand dollars (\$10,000) per employee will be provided with the employee paying twenty percent (20%) of the cost of same.

ARTICLE IX  
PROTECTION

- A. The Committee will reimburse employees covered by this Agreement, within a reasonable limit, for any clothing or other property maliciously damaged or destroyed in the course of their employment, and for extraordinary damage to said property in the performance of their duties.

The Committee will reimburse employees for clothing damaged or destroyed in connection with personal injury occurring while acting within the scope of the employee's official duties or employment less the amount of any insurance reimbursement provided that the actual replacement value of said damaged articles can be substantiated to the satisfaction of the Employer.

- B. The Committee agrees to provide Worker's Compensation Insurance as required by Massachusetts General Laws.

- C. Reduction in Force

1. If it is necessary to reduce the number of teachers with Professional Teacher Status in the bargaining unit as defined in this Agreement, the Administration will adhere to the use of the following criteria in sequence:
  - a. Area(s) of Licensure deemed "Highly Qualified" as defined by NCLB for the position to be assigned.
  - b. Evaluation must be in "Strong Support" or "Growth" category, not in the "At Risk" category.
  - c. Length of continuous service within the district will prevail if two or more teachers are deemed relatively equal.
2. Teachers with Professional Teacher Status affected by a reduction will have recall rights based on the reverse of the order in which they were laid off for a two (2) year period from the effective date of the layoff. The effective date of the layoff will be defined as the first teacher work day that the laid off teacher would have normally been scheduled to work but for the layoff action or the first day for which the laid off teacher received unemployment compensation, whichever occurs sooner.

3. Teachers with Professional Teacher Status having recall rights will keep the Superintendent's office informed of their current permanent address and/or temporary address.
4. The Superintendent's office will notify a teacher with Professional Teacher Status being recalled by certified mail, and said teacher must notify the Superintendent's office within two (2) weeks of the mailing date of the notice, of the employee's acceptance of the position. Failure on the part of the teacher to notify the office within twenty (20) calendar days of the date the Administration places on the certified mail receipt will constitute an automatic rejection of the position by the teacher and terminate recall rights. Refusal of the position will also have the effect of termination of the teacher's recall rights.
5. The Administration shall not be held responsible for the failure of the postal service to deliver letters of notification or reply within the specified time limits.
6. Any teacher with Professional Teacher Status affected by a reduction in staff shall be so notified at the earliest possible time as can be determined by the Administration. Said notification shall include a statement that the reason for dismissal is the reduction in the number of teaching positions.
7. Any teacher with Professional Teacher Status who is terminated by reason of reduction in staff will be sent notification of any teaching vacancy occurring between the time of termination and the opening of the next school year following the teacher's termination.
8. Any teacher with Professional Teacher Status whose position is eliminated will be considered for any open position occurring before the start of the new school year for which the employee is legally certified and qualified as determined by the Administration.
9. Any claim to a position under this Article must be supported by the appropriate teaching license on file in the Office of the Superintendent of Schools at the time the position is filled. Any teacher who intends to obtain additional licensure must give the Superintendent of Schools at least thirty (30) days written notice prior to filing said additional license with the Superintendent of Schools.
10. In cases where length of service becomes the determining criterion under this Article and the length of service is equal, then the teacher with Professional Teacher Status with the highest level of formal education, as recognized on the salary schedule then in effect, will be given preference for retention or recall.
11. Teachers with Professional Teacher Status who have been laid off will be recalled using the same criteria listed in paragraph C.1.

12. Teachers on layoff status will not accrue seniority (length of service).
13. All benefits to which a teacher with Professional Teacher Status was entitled at the time of layoff shall be restored in full upon re-employment within the recall period. For any teacher covered by this Agreement who has ever been recalled to GMRSD from a layoff within the recall period, said layoff shall not constitute an interruption of continuous service.
14. The Superintendent will provide a seniority list to the Association on November 1 of each year. Challenges to the list must be presented in writing to the Superintendent within thirty (30) calendar days of receipt of the seniority list by the Association, or the list will be deemed to be correct until replaced by the following year's list.
15. When layoff action occurs, the Association shall be notified in writing of all teachers who have been laid off.
16. When a recall action occurs, the Association shall be notified of any teacher who is involved in the recall action.
17. Membership in group medical coverage may be continued by employees while on layoff status provided they pay 100% of the premium cost and insurance carrier does not prohibit said inclusion. This provision will continue for the length of the recall period.

ARTICLE X  
JUST CAUSE

Any written or formal complaints about an employee under this contract made to an administrator or supervisor of the School District will be promptly called to the attention of that employee by his/her supervisor.

No teacher with Professional Teacher Status will be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, deprived of any benefit without reasonable and just cause.

ARTICLE XI  
VACANCIES AND PROMOTIONS

- A. When a vacancy occurs during the school year in a position covered by the terms of this Agreement, including Schedule B positions, such vacancy will be made known to all Unit A employees by means of a notice being posted by the Superintendent or a designee in each school for a period of ten (10) working days or fourteen (14) calendar days, by email

to all Unit A employees, and by written notice to the President of the Association or a designee.

- B. When a vacancy occurs in a position covered by the terms of this Agreement during the summer recess, such vacancy shall be posted on a bulletin board in the Superintendent's office for a period of ten (10) calendar days and, in addition, such notices will be mailed to the President of the Association or a designee.  
In both situations above, the qualifications for the position, its duties, and the rate of compensation will be clearly set forth.
- C. Openings for summer school and evening school positions and for positions under federal programs will be publicized for ten (10) calendar day by the Superintendent or a designee by means of a written notice posted in each school, sent by email to employees, and by written notice to the President of the Association or a designee.
- D. No vacancy shall be filled, except on a temporary basis, unless consistent with this Article.

## ARTICLE XII DEDUCTIONS

All persons covered by this contract will, upon signing appropriate authorization forms, be entitled to the following deductions:

- A. Dues:
  - Gill-Montague Education Association
  - Massachusetts Teachers Association
  - National Education Association

The decision pertaining to dues deduction for the Gill-Montague Education Association, Massachusetts Teachers Association, National Education Association, must be made on or before September 15 of each school year. These deductions shall be in eighteen (18) consecutive payments beginning with the first paycheck in October.

- B. Credit Unions
- C. Tax-Sheltered Annuities
  - Three (3) plans will be available.
- D. It is specifically understood and agreed that the Gill-Montague Regional School Committee, its officers and agents, shall be saved harmless for such deductions under Section A. above. For the purpose of this Article, the term "harmless" is defined as: "any monies, once transmitted by the Gill-Montague Regional School Committee and its

officers and agents to the Gill-Montague Education Association MTA/NEA; the Gill-Montague Regional School Committee and its Officers and Agents, are no longer responsible for same, provided that such funds are transferred within thirty (30) days."

- E. A "pre-tax" deduction will be available for employee medical, dental and life insurance contributions.
- F. Each employee, in accordance with M.G.L. c.150E, s.12, shall be required to pay the service fee to the Association except that an employee who was not a member of the Association prior to August 25, 2001 shall not be required to pay a service fee to the Association. An employee who is a member of the Association after August 25, 2001 may cease membership in the Association and shall be required, in accordance with M.G.L. c. 150 E, s. 12 to pay the service fee to the Association.

The Association will be solely responsible for enforcing the provisions of this section.

The Committee will not be responsible to enforce any provision of this section.

The Association will indemnify, defend and hold harmless the Committee against any and all claims, actions or lawsuits of any kind or description, whether at law or in equity, and whether based on statute, constitution of common law, made or instituted against the Committee or its agents, employees, or administrators, resulting from this section. Specifically, the Association will have no right of action, by way of contribution, counterclaim or other basis against the Committee. Should any administrative agency or court of competent jurisdiction find the Committee liable for any damages as a result of this section, the Association will pay any and all of those damages, including interest and charges.

If any court of competent jurisdiction determines that any part of this section is unconstitutional, in violation of statute, or otherwise unenforceable, all of the other parts of this section will be null and void.

The service fee shall be calculated in accordance with the provisions of M.G.L. c.150E, s.12, and applicable state and federal constitutional law and shall not exceed the periodic dues required to be paid by employees to remain members in good standing with the Association.

### ARTICLE XIII SALARIES

- A. The salary schedule is set forth on Schedule A attached hereto and made part of this Agreement. The following provisions shall apply to Schedule A:

1. The salary schedule is based on 185 teaching days, except as otherwise provided.
2. In order for course credits to be utilized by an employee towards reaching advanced classification, the course must be approved for this purpose in advance by the Superintendent.
3. Employees who complete requirements for an advanced category or degree status while in service will have their salaries adjusted immediately to the new salary schedule upon presentation to the Superintendent of proof of completion of the course or program.
4. When a new teacher is appointed and placed on a level on the salary schedule, the preceding professional credit requirements may be waived. Full credit for previous years of recognized experience as evaluated by the Superintendent will be granted.
5. All persons on the salary schedule will have the option of being paid in either:
  - a. Twenty-six (26) equal payments, or
  - b. Twenty-one (21) equal payments, or
  - c. Twenty-six (26) equal payments, but with payments 22 through 26 paid as a "lump sum" the next payroll period after students are dismissed.

Employees choosing twenty-one (21) payments through the school year will have the opportunity to have their health insurance payments taken out in the last two (2) payments to gain the benefit of pre-tax dollars.

The choice between which of the three (3) foregoing methods of payment a teacher wishes, must be made not later than August 15<sup>th</sup> preceding the payment year, or immediately upon initial employment, if employed after August 15<sup>th</sup>, by submitting such decision to the Superintendent's office on the approved form. If a teacher (other than a newly employed teacher) does not submit such form by August 15<sup>th</sup>, then the District shall continue the same method of payment as utilized for that teacher the preceding year. If a newly employed teacher does not submit such form immediately upon initial employment, then the teacher will receive payment of his or her salary in twenty-one (21) equal installments.

Changes in method of payment may not be made during a school year.

Upon adoption of the school calendar for the subsequent school year by the School Committee, said school year pay cycle will be set by the Superintendent. Publishing and communication of the pay cycle to all employees will occur no later than forty-five (45) days after the date of calendar adoption.

6. Annual level increases (e.g. level raises and longevity) are dependent upon satisfactory service. Even though a teacher may have professional status, a salary increase may be

withheld providing it is documented that the teacher has rendered unsatisfactory service. Annual increments will be granted only where there has been a continuation of high standard of teaching performance or an improvement in efficiency of service. Evaluation of teaching performance is under the jurisdiction of the Administrators, utilizing the approved evaluation format and adopted Teacher Proficiency Standards. The reason or reasons for the withholding of salary increase will be provided in writing to the teacher involved.

7. During uncompensated leave, salary will be reduced at the rate of 1/185th of the annual salary.
8. Any employee who is covered by the terms of this Agreement who is hired to or reduced to less than a full-time position, will receive salary and benefits pro-rated on the percentage of the work day and/work year actually worked. (51% - 49% shared employees). In the case of shared positions, one employee will be considered at least .51 F.T.E. For salary purposes, one person will be considered 51% and > and one person will be considered 49% or < and both = but no larger than 1 F.T.E. and entitled to the % share of the appropriate level on which they are placed.
9. Employees will receive their first pay within two weeks of the twenty-sixth (26<sup>th</sup>) pay of the prior year.
10. Longevity is dependent upon continuous service in the Gill-Montague Regional School District. The longevity level increases will be given in the following increments: Year 16 through Year 20, \$500; Year 21 through Year 25, \$1,000; Year 26 through Year 29, \$1,500; Year 30 plus, \$2,500. Teachers on layoff status who are subsequently recalled to the District will not accrue longevity service; however, such layoff status will not constitute a break in continuous service for the purposes of computing longevity pay. Teachers qualified for longevity pay leaving the district before the end of the contract will receive a pro-rated longevity check.
11. A professional employee with twenty (20) or more years of full-time employment with the Gill, Montague and/or Gill-Montague Regional School Committee(s), may elect to increase his/her pay for three (3) consecutive years by \$2,000 in each of the three years, as well as the longevity pay already provided for in Article XIII, Section A(10). Teachers must apply in writing for the longevity payment on or before January 15<sup>th</sup> of the preceding academic year in which they qualify and wish to begin collecting said benefit. If the teachers do not receive all of the above \$6,000 prior to separation from employment, he/she shall be entitled to a lump payment at the time of separation from service equaling the remaining sum. After receiving the longevity benefit payments, the teacher will not be entitled to any further longevity payments under Article XIII.

A maximum of four (4) employees may access the longevity benefit each year. In the event that more than four (4) employees apply, then eligibility will be

determined on the basis of seniority with seniority being determined in accordance with the following provisions.

- a. Consideration of the date employee(s) actually commenced working, with the earliest date of commencement taking precedent.
  - b. In the event of a tie, date employee(s) were appointed by the School Committee(s)/Administration with the earliest date and order of appointment taking precedent.
12. Any teacher who substitutes/covers for another teacher shall receive the top daily substitute rate of pay in addition to their regular salary. The pay will be pro-rated for the portion of the day which the aforementioned teacher was used in the substitute category. This shall include, but not be limited to, a teacher taking another teacher's class into his/her classroom with their regularly assigned class.

**B. Nurse's Salary**

1. For salary purposes, the District will recognize as a Master's Degree equivalent, all national certifications as a school nurse recognized by the Massachusetts Department of Elementary and Secondary Education as Master's Degree equivalents.

**C. Course Reimbursement/Equivalent Study**

1. Equivalent credit may be given for approved workshop hours, as approved by the Superintendent or a designee on the basis of fifteen (15) hours being the equivalent of one (1) credit.
2. College courses/workshops must have prior approval in keeping with district and individual professional development plans. The following rules apply:
3. Courses must have prior approval in writing by the Superintendent.
4. For undergraduate courses, the standard of work must be "C" or better. The standard of work for graduate courses must be that which is acceptable for graduate credit. A pass grade is acceptable in the absence of a stated letter grade.
5. The Committee shall reimburse up to two (2) courses over a five (5) year period per employee.
6. Only employees licensed under the Massachusetts Law will be reimbursed.

7. Prior approved courses will be reimbursed at the University of Massachusetts-Amherst rate for tuition and fees, excluding the health fee, not to exceed \$2000 per course.
8. Course reimbursement will be processed within sixty (60) days of the date that the grade and course payment documentation is provided to the Superintendent. Reimbursement for courses will be made by separate check.
9. Any employee who seeks reimbursement for courses must be under contract with the Gill-Montague Regional School District at the time reimbursement is requested.

D. The salary schedules as set forth on Schedule B attached hereto are made a part of this Agreement, and the following provisions shall apply to Schedule B:

1. All positions in Schedule B shall be posted as open on an annual basis, and persons interested in filling these positions must apply in writing to the Building Administrator.
2. All positions in Schedule B shall be open to members of the bargaining unit as well as to persons not covered by the bargaining unit.
3. Persons filling positions in Schedule B only shall not be entitled to any provisions of this Agreement other than salary for the positions held.
4. Positions under Schedule B shall be created and eliminated at the sole discretion of the Administration, and initial salaries and/or ranges for newly created positions shall be at the discretion of the Committee.
5. The Administration will make recommendations to the Superintendent for the compensation of personnel coming under this schedule, with such recommendations falling within the established salary ranges.
6. Salary increases are not automatic for personnel covered by Schedule B. Even though personnel may have previously held a position under Schedule B, an increment will only be granted when, in the opinion of the Administration, there has been a high standard of leadership, satisfactory service and/or an improvement of efficiency of services. When salary increases are withheld, personnel will be notified in writing of failure to meet these requirements.
7. The Principal and Athletic Director shall annually make recommendations to the Superintendent regarding personnel performance.
8. Personnel not holding the position under Schedule B during the previous year shall be placed at a level deemed appropriate by the Superintendent.

9. Stipend payments for all Schedule B positions will be paid upon completion and approval by the appropriate administrator and/or the Athletic Director

ARTICLE XIV  
TEMPORARY LEAVES OF ABSENCE

A. Sick Leave Days

1. Each employee is entitled to fifteen (15) days paid sick leave each year, earned at the rate of 1 ½ days per month, up to a maximum of fifteen (15) days. There is unlimited accumulation of sick leave days. Available sick leave for first year teachers is applied at the end of the school year, when they receive pay for the days which were lost in that year due to insufficient sick leave accumulation at the time of the earlier illness. A doctor's certificate is required for five (5) or more consecutive days of absence. Employees may use their annual sick leave accumulation (i.e., up to fifteen (15) days) to care for an ill and/or injured immediate family member as defined below. Sick leave abuse, including patterns of abuse, shall be addressed through the disciplinary process.

2. Sick Leave Donations

Teachers who have accumulated sick leave days may voluntarily transfer one (1) day per request to another employee in the District who has exhausted all of his/her sick and personal days accumulated and who needs supplemental paid days to contend with a medically verified (catastrophic) illness or injury. It is the responsibility of the benefactor to notify the Central Office of the transfer by an approved form. The benefactor will not transfer more than a total of five (5) days per school year to another employee. The benefactor must understand that he/she is permanently relinquishing his/her right to the sick days that he/she is transferring to another. The beneficiary must have access to a sick leave bank procedure.

A District teacher who has a medically verified (catastrophic) illness or injury, and who has exhausted all of his/her sick and personal days accumulated, may ask that the Central Office notify other teachers in the District of his/her need for sick day donations. The receiving teacher may receive up to sixty (60) transferred days per year for this purpose. The entire sick leave donation from all teachers will not exceed one hundred twenty (120) days per year on a first come first served basis. Both the requesting recipient and the donor may ask to remain anonymous.

The medically verified (catastrophic) illness or injury shall be documented with a certificate signed by the teacher's treating physician and shall set forth the nature of the employee's illness or injury and the anticipated duration of same.

B. Professional Days

Employees will be entitled to at least two (2) professional days, with pay, for the purpose of visiting other schools or attending meetings or conferences of an educational nature with the approval of the Principal; and, provided a budget request has been made and approved in advance, the Committee will reimburse employees for such travel and expenses.

C. Personal Days

Employees will be entitled to three (3) personal days per school year, with pay, upon written request to the Building Principal two (2) full days in advance. (In case of an emergency, the notification period will be waived.) Upon receipt of the written request on the form provided, the Building Principal will immediately grant the leave, unless she/he determines that an emergency situation exists and that it is necessary for the safety and proper operation of the school to refuse the request.

Upon the completion of the school year, employees will be eligible to receive or to convert a payment of \$60 per day for each day of unused personal time, or convert them to an equivalent number of sick days to be added to the sick leave balance of the employee. The employee will be responsible for the appropriate notification to the business office by the end of the last "teacher" work day of the school year. The District will provide employees with a reminder prior to the last teacher work day regarding this notification. If the District does not provide the reminder prior to the last teacher work day, then the employees will have fifteen (15) days after the District does provide the reminder to submit the written notification. If an employee does not submit the notification by the deadline, then the unused personal time shall convert to an equivalent number of sick days.

D. Bereavement Leave

Employees will be entitled to up to five (5) school days bereavement leave with pay in each instance of death in the immediate family. The timing of the five (5) days is to be determined at the discretion of the bereaved, within the following twelve months after the date of death.

E. Jury Duty

All persons covered by this Agreement will continue to receive their salary while on jury duty as long as they turn over their jury duty pay, minus meals and mileage, to the District Treasurer. This applies only when actual school days are lost.

F. Military Reserve Duty

While on required annual two (2) week training duty in the military reserves during the school year, a teacher will be paid the difference between the employee's regular school salary and the total amount of the employee's military pay for that two (2) weeks training duty, upon presentation of the military pay voucher.

G. Immediate Family Definition

Immediate family shall be defined as mother, father, spouse, brothers, sisters, children, grandparents, grandchildren (includes current mother-in-law and father-in-law, stepmother, stepfather, stepsister, stepbrother or stepchild, and also includes adopted children or grandchildren, immediate household members, and others at the discretion of the Superintendent.)

H. Each employee will be notified of his accumulated sick leave by the Superintendent by letter at the beginning of the school year.

I. An employee returning from sick leave will be placed upon the salary schedule as if the leave had not occurred.

J. If any arbitration hearing, mediation or fact finding meeting, or Massachusetts Labor Relations Commission proceeding is scheduled during the regular work day, the Association may request a total of no more than four (4) representatives or witnesses to attend the hearing without loss of earnings. The Association must give the Superintendent of Schools four (4) calendar days written notice, specifying the name of the Association representatives or witnesses who will attend the hearing or meeting. If the Association deems it necessary to have representatives and/or witnesses in excess of the four (4) referenced above, they will have the right to have a reasonable number attend and/or participate but only with the above mentioned four (4) calendar days written notice to the Superintendent, with no provision for protection against loss of earnings.

K. Maternity/Parenting Leave

Maternity/Parenting leave of at least twelve (12) weeks for the purpose of giving birth or care of a newborn infant will be granted to any employee provided the Superintendent is given at least two (2) weeks written notice of the commencement of the leave. Such leave will generally be considered unpaid leave, but a female employee may use personal and accumulated sick days if temporarily disabled during the pregnancy and/or after the delivery of the child; provided she furnishes written documentation from a physician attesting to the fact that the pregnancy-related disability prohibits the employee from carrying out the duties and responsibilities of her job. This provision (i.e., Section K)

covers those leaves available under M.G.L., c. 149, § 105D and the Family Medical Leave Act and is in no way in addition to those statutory provisions.

The District shall continue to pay its portion of the employee's group health premium during the approved leave period unless the employee declines such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the employer that the employee will not return from leave.

- L. Adoption Leave (unpaid) of up to twelve (12) weeks will be granted to either parent. The District shall continue to pay its portion of the employee's group health premium during the approved leave period unless the employee declines coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the employer that the employee will not return from the leave.

ARTICLE XV  
EXTENDED LEAVES OF ABSENCE

- A. In cases not covered by other Articles in this Agreement, the Committee will consider the reasonable request of an employee to take leave for a period not to exceed the current school year for the following reasons: restoration of health; the alleviation of hardship involving the employee or the employee's immediate family; or the fulfillment of graduate academic requirements (such as residency). When an employee requests leave under FMLA (Family Medical Leave Act), the completion of the required FMLA paperwork shall be the responsibility of the employee or his/her designee.
- B. Any employee returning from an extended leave of absence will be placed upon the salary schedule as if the leave had not occurred.
- C. Any employee will be granted a leave of absence for up to one (1) year for the purpose of caring for an immediate family member as defined in Article XIV(G). This leave shall be without pay except that employees must use all accrued personal and sick time, to the extent permissible pursuant to Article XIV(C). The District shall continue to pay its portion of the employee's group health insurance premium during the approved leave period unless the employee declines such coverage, fails to pay the employee's portion of the premium in a timely fashion, or notifies the employer that the employee will not return from leave.
- D. Seniority will accrue on all recognized leaves of absence granted under this Agreement.

ARTICLE XVI  
SABBATICAL LEAVE

One (1) employee per year will be entitled to a sabbatical leave with the following provisions:

- A. The employee must have Professional Teacher Status in the Gill-Montague Regional School District to be eligible.
- B. A full-time employee will be eligible for sabbatical leave with the following options:
  - 1. After three (3) years of service in Gill-Montague, the teacher is eligible for a full year sabbatical at 1/2 pay.
  - 2. After six (6) years of service in Gill-Montague, the teacher is eligible for a semester (half year) sabbatical leave at full pay or a full year at half pay.
- C. The salary rate of an employee on sabbatical will be consistent with the employee's appropriate placement on the salary schedule that is current at the time of the sabbatical.
- D. The employees will pledge to remain in the Gill-Montague Regional School District for two (2) years following completion of the sabbatical leave. Failure to fulfill this provision will be considered just cause to demand reimbursement by the employee to the District, monies received from it during the sabbatical leave.
 

The employee and/or the employee's family shall be released from such payment if the employee's failure to render the agreed service as stipulated is due to the employee's permanent disability or death.
- E. An employee returning from sabbatical leave shall be placed on the level of the salary schedule the employee would have attained had the employee remained in the School District.
- F. An employee returning from sabbatical leave will be entitled to the same sick leave benefits the employee would have earned had the employee not gone on sabbatical.
- G. The employee may choose whether the sabbatical will be for a full year or for one (1) semester.
- H. The provisions of this Article are waived for this contract

ARTICLE XVII  
PERSONNEL EVALUATION

- A. The parties have agreed upon the evaluation system as contained in Appendix A, and the timeline contained in Appendix B.
- B. Administration has the right to require lesson plans from non-PTS teachers and teachers who have received written observation feedback indicating their performance could be

rated as Needs Improvement and/or Unsatisfactory and/or have been rated Needs Improvement and/or Unsatisfactory in evaluations. In addition, teachers must provide lesson plans to substitutes.

ARTICLE XVIII  
GRIEVANCE PROCEDURE

- A. A "grievance" is hereby defined to mean a claim by an employee of an alleged violation involving the meaning, interpretation, or application of this Agreement. A grievance shall be in writing as to the nature of the alleged violation.
- B. Failure at any level of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee and to the President of the Association shall permit the aggrieved party or parties to proceed to next level.
- C. Failure at any level of this procedure to appeal the grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- D. No reprisals of any kind shall be taken by any party of this contract against any party in interest, any witness, any member of the Personnel Committee of the Association, or any other participant in the grievance procedure by reason of such participation.
- E. A grievance that affects a group or class of employees, or is of a general nature, may be submitted in writing by the Association to the Superintendent directly, and the processing of such grievance shall be commenced at Level Two.
- F. If any employee covered by this Agreement shall present any grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement.
- G. When a grievance arises, the grievance must be filed within ten (10) school days from the day of the event upon which the grievance is based or from the date when the employee had or should have had the knowledge of the event.
- H. When a grievance is submitted on or after June 1st and prior to the beginning of the following school year, the time limits shall consist of all business days (defined as days when the central office is open) so that a matter may be resolved before the commencement of the next school year or as soon as possible thereafter.

## LEVEL ONE

An employee with a grievance shall, with or without a building representative of the Association, present it to the employee's immediate supervisor and/or the Principal, within ten (10) school days of the event on which the grievance is based. Any meeting with reference to the above shall be held during non-school hours.

## LEVEL TWO

In the event that the grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level One, or in the event that no decision has been reached within ten (10) school days after the presentation of the grievance to the immediate supervisor and/or Principal, the grievance shall be reduced to writing and referred to the Superintendent of Schools within ten (10) school days of the disposition under Level One.

## LEVEL THREE

In the event that the grievance shall not have been disposed of at Level Two, or in the event that no decision has been rendered within ten (10) school days after the Level Two meeting, the grievance shall be referred in writing to the School Committee within ten (10) school days. At the next regular School Committee meeting or at a special meeting called for the purpose of considering the grievance, the School Committee shall meet with the Association in an effort to settle the grievance.

## LEVEL FOUR

1. In the event that the grievance shall not have been satisfactorily disposed of at Level Three, or in the event that no decision has been rendered within ten (10) school days after the Level Three meeting, the moving party must file a written demand with the American Arbitration Association within fifteen (15) school days of receipt of the disposition under Level Three, of the unsettled grievance. The arbitrator shall be selected by agreement between the parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association, in accordance with its rules and regulations.
2. The arbitrator shall be without power or authority to modify or alter the terms of the collective bargaining agreement.
3. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) calendar days after the hearing is declared closed. This decision shall be final and binding on both parties.
4. The costs for the services of the arbitrator shall be borne equally by the School Committee and the Association.

5. Employees have the right to be represented by an attorney, a member of the Association, or to represent themselves.
6. Only the Association may file for arbitration, not an individual employee.
7. The parties to this collective bargaining agreement recognize the "exclusive remedy" provisions of M.G.L., Chapter 150E, §8 and the amendment to M.G.L. Chapter 71 providing some educational employees the right to access a statutory arbitration procedure. The parties further agree that an employee who is subjected to disciplinary action, where such disciplinary action can be reviewed by an arbitrator appointed by the Massachusetts Department of Education pursuant to M.G.L. Chapter 71 or through this Article, may pursue an appeal of his/her grievance through either the grievance procedure or such state appointed arbitrator. The parties further agree that whichever arbitration forum in which review of a disciplinary action is first requested shall be the exclusive method for the resolution of such dispute, foreclosing access to the other arbitration forum.

ARTICLE XIX  
NO STRIKE

During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever, work stoppages, withholding of services, slowdowns, or interference with or interruption of the operation of the School Department by any employee or the Association. Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons, employers, associations or unions who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge for just cause, and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for elsewhere in this Agreement.

If the School Committee claims the Association has violated any provisions of this Article, it may present such claim to the Association, in writing, and if the parties fail to settle it within ten (10) calendar days, the School Committee may submit the dispute to arbitration under the provisions of Article XVIII.

ARTICLE XX  
AGREEMENTS

- A. In the event that the Association or the Committee desires to make any proposal the subject matter of which is not covered by the terms of this Agreement, either party may submit such proposal in writing to the Superintendent (which term shall also include his designee) and request a meeting.

The Superintendent will acknowledge receipt of such proposal in writing within three (3) days and notify the other party of such proposal.

- B. It should be understood by both parties that a proposal which involves a change in the School Budget voted at the annual Town Meeting(s) will not be negotiable during the contract year covered by this Agreement.

ARTICLE XXI  
RETIREMENT

Separation Benefit

Upon retirement, teachers with twenty (20) or more years of service in the Gill-Montague Regional School District will be eligible to receive a payment of \$20 per day for each day of accumulated sick leave up to a maximum of three hundred (300) days.

Teachers who inform the district of their intention to retire on or before December 1<sup>st</sup> in the year of their retirement will receive payment by July 15<sup>th</sup> of the following fiscal year.

Teachers who inform the district of their intention to retire after December 1<sup>st</sup> in the year of their retirement will receive payment on or before July 15<sup>th</sup> of the second fiscal year after their retirement.

It is expressly understood and made a condition of this separation benefit that the parties agree that the amounts are paid under Massachusetts General Law, Chapter 32, and therefore will not be subject to retirement deduction or any other provisions of said General Laws, Chapter 32.

ARTICLE XXII  
SEXUAL HARASSMENT

- A. The adopted policy of the Committee maintains a working environment free from all forms of sexual harassment or intimidation. Sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature will not be condoned or permitted. Not only is sexual harassment inappropriate, offensive and unprofessional behavior, it also violates Title VII of the Civil Rights Act and Massachusetts General Laws, Chapter 151B. All complaints of sexual harassment will be promptly investigated.
- B. Sexual Harassment includes situations where:
  - 1. submission to or rejection of such sexual advances, requests or conduct is made either explicitly or implicitly a term or condition of an individual's employment or a basis for employment decisions affecting the individual; or

2. such harassing conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, humiliating or sexually offensive work environment.
- C. Any employee who is subject to sexual harassment or intimidation or has information about same should either immediately contact the immediate supervisor or, if the problem involves the supervisor, the Superintendent.

ARTICLE XXIII  
MENTORING PROGRAM

A Joint Labor-Management Committee (JLMC) consisting of six (6) members, three (3) appointed by the School Committee and three (3) appointed by the Association President, shall begin to meet no later than January 30, 2011, to review the Mentoring/New Teacher Induction Program. The joint committee shall be prepared to make its recommendations to the School Committee and the Association no later than April 15, 2011. The Superintendent, President of the Association, and the School Committee Chair shall serve as advisors to the JLMC.

ARTICLE XXIV  
JOINT LABOR MANAGEMENT COMMITTEE

JOINT LABOR MANAGEMENT COMMITTEE

The parties agree to

- Establish a JLMC
- Conduct regular JLMC meetings

For the purpose of

- Enhancing the collaborative relationship
- Cooperatively addressing issues as they arise on an ongoing basis

Meetings will be conducted

- On a regularly scheduled basis
- As needed

Issues the JLMC may address include

- Grievances and contract issues

- Problems raised by the bargaining unit
- Any matter the parties agree to address

The following issues are assigned to the JLMC

- Increments of sick days
- Professional Development Equity
- Professional Development flow chart
- Salary Schedule adjustment
- High School Schedule
- Teacher Evaluation
- Schedule B: current job description
- Equity of value between team leaders and curricular chairs
- Any other issue deemed necessary by both parties

#### ARTICLE XXV TASK FORCE

The parties agree to form a Joint Labor Management Committee to:

- a. explore the current equivalent credit practices as identified in Article XII(C1), and make recommendations for any changes to pre-approved district credit,
- b. explore teacher training for current and new teachers to maintain current and ongoing initiatives and curriculum, including the establishment of in-house trainings conducted by Unit A staff and/or other professional trainers, and compensation for such, and
- c. explore compensation and practices for district-sponsored training outside the school day.

The Joint Labor-Management Committee (JLMC) shall consist of six (6) members, three (3) appointed by the School Committee and three (3) appointed by the Association President. Any recommendations of the JLMC will be subject to negotiation and ratification by the respective constituent bodies.

#### ARTICLE XXVI DISTRICT/SCHOOL GOALS

All teachers will be given a written copy of the District's goals and his/her school's goals no later than October 1 of each school year.

ARTICLE XXVII  
DURATION

- A. Not later than November 15th of the calendar year preceding the contract year in which the Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor Agreement.
- B. The provisions of the Agreement (except salary) will be in effect from August 26, 2019 to August 27, 2022.
- C. If a successor Agreement is not reached before the expiration date of the existing Agreement, the existing contract shall remain in effect until the successor Agreement is reached.
- D. The parties agree to meet promptly to negotiate changes to this Agreement required by law.

IN WITNESS WHEREOF the parties to this Contract have caused these presents to be executed by their agents hereunto duly authorized, and their seals be affixed hereto, as of the date first above written.

SCHOOL COMMITTEE  
GILL-MONTAGUE REGIONAL SCHOOL DISTRICT

Jane A. Oakes  
Jane Oakes, School Committee Chair

Date: 8/14/20

GILL-MONTAGUE EDUCATION ASSOCIATION

Karl Dziura  
Karl Dziura, GMEA President

Date: 8/18/20

## TEACHERS SALARY SCHEDULE

FY20 Salary Schedule									
2%	B	B+15	B+30	M or B+45	M+15 or B+60	CAGS or DM or M+30	CAGS+15 or DM+15 or M+45	CAGS+30 or M+30 or M+60	Ed.D / PhD
A	42,890	44,329	45,318	46,297	47,276	48,064	48,853	49,642	50,432
B	44,464	45,934	46,919	47,911	48,899	49,687	50,472	51,259	52,046
C	45,819	47,318	48,303	49,293	50,280	51,067	51,849	52,636	53,421
D	47,408	48,939	49,935	50,931	51,918	52,712	53,503	54,297	55,088
E	49,565	51,157	52,163	53,172	54,182	54,988	55,796	56,601	57,410
F	51,829	53,483	54,453	55,530	56,608	57,441	58,276	59,110	59,943
G	53,803	55,507	56,433	57,575	58,716	59,575	60,426	61,283	62,140
H	55,499	57,222	58,298	59,373	60,446	61,298	62,149	63,000	63,854
I	57,525	59,343	60,399	61,484	62,569	63,516	64,465	65,419	66,366
J	59,956	61,811	62,918	64,024	65,137	66,108	67,081	68,051	69,023
K	62,335	64,256	65,385	66,516	67,653	68,644	69,638	70,632	71,622
L	64,960	66,919	68,070	69,222	70,382	71,394	72,405	73,421	74,429

FY21 Salary Schedule									
0.5%	B	B+15	B+30	M or B+45	M+15 or B+60	CAGS or DM or M+30	CAGS+15 or DM+15 or M+45	CAGS+30 or M+30 or M+60	Ed.D / PhD
A	43,104	44,551	45,545	46,528	47,512	48,304	49,097	49,890	50,684
B	44,686	46,164	47,154	48,151	49,143	49,935	50,724	51,515	52,306
C	46,048	47,555	48,545	49,539	50,531	51,322	52,108	52,899	53,688
D	47,645	49,184	50,185	51,186	52,178	52,976	53,771	54,568	55,363
E	49,813	51,413	52,424	53,438	54,453	55,263	56,075	56,884	57,697
F	52,088	53,750	54,725	55,808	56,891	57,728	58,567	59,406	60,243
G	54,072	55,785	56,715	57,863	59,010	59,873	60,728	61,589	62,451
H	55,776	57,508	58,589	59,670	60,748	61,604	62,460	63,315	64,173
I	57,813	59,640	60,701	61,791	62,882	63,834	64,787	65,746	66,698
J	60,256	62,120	63,233	64,344	65,463	66,439	67,416	68,391	69,368
K	62,647	64,577	65,712	66,849	67,991	68,987	69,986	70,985	71,980
L	65,285	67,254	68,410	69,568	70,734	71,751	72,767	73,788	74,801

FY22 Salary Schedule									
1.5%	B	B+15	B+30	M or B+45	M+15 or B+60	CAGS or DM or M+30	CAGS+15 or DM+15 or M+45	CAGS+30 or M+30 or M+60	Ed.D / PhD
A	43,751	45,219	46,228	47,226	48,225	49,029	49,833	50,638	51,444
B	45,356	46,856	47,861	48,873	49,880	50,684	51,485	52,288	53,091
C	46,739	48,268	49,273	50,282	51,289	52,092	52,890	53,692	54,493
D	48,360	49,922	50,938	51,954	52,961	53,771	54,578	55,387	56,193
E	50,560	52,184	53,210	54,240	55,270	56,092	56,916	57,737	58,562
F	52,869	54,556	55,546	56,645	57,744	58,594	59,446	60,297	61,147
G	54,883	56,622	57,566	58,731	59,895	60,771	61,639	62,513	63,388
H	56,613	58,371	59,468	60,565	61,659	62,528	63,397	64,265	65,136
I	58,680	60,535	61,612	62,718	63,825	64,792	65,759	66,732	67,698
J	61,160	63,052	64,181	65,309	66,445	67,436	68,427	69,417	70,409
K	63,587	65,546	66,698	67,852	69,011	70,022	71,036	72,050	73,060
L	66,264	68,263	69,436	70,612	71,795	72,827	73,859	74,895	75,923

**Proposal #2 if FY21 Chapter 70 = \$6,850,000 to \$7,135,438 FY21 + 1%**

FY20 Salary Schedule									
2%	B	B+15	B+30	M or B+45	M+15 or B+60	CAGS or DM or M+30	CAGS+15 or DM+15 or M+45	CAGS+30 or M+30 or M+60	Ed.D / PhD
A	42,890	44,329	45,318	46,297	47,276	48,064	48,853	49,642	50,432
B	44,464	45,934	46,919	47,911	48,899	49,687	50,472	51,259	52,046
C	45,819	47,318	48,303	49,293	50,280	51,067	51,849	52,636	53,421
D	47,408	48,939	49,935	50,931	51,918	52,712	53,503	54,297	55,088
E	49,565	51,157	52,163	53,172	54,182	54,988	55,796	56,601	57,410
F	51,829	53,483	54,453	55,530	56,608	57,441	58,276	59,110	59,943
G	53,803	55,507	56,433	57,575	58,716	59,575	60,426	61,283	62,140
H	55,499	57,222	58,298	59,373	60,446	61,298	62,149	63,000	63,854
I	57,525	59,343	60,399	61,484	62,569	63,516	64,465	65,419	66,366
J	59,956	61,811	62,918	64,024	65,137	66,108	67,081	68,051	69,023
K	62,335	64,256	65,385	66,516	67,653	68,644	69,638	70,632	71,622
L	64,960	66,919	68,070	69,222	70,382	71,394	72,405	73,421	74,429

FY21 Salary Schedule									
1%	B	B+15	B+30	M or B+45	M+15 or B+60	CAGS or DM or M+30	CAGS+15 or DM+15 or M+45	CAGS+30 or M+30 or M+60	Ed.D / PhD
A	43,319	44,772	45,771	46,760	47,749	48,545	49,342	50,138	50,936
B	44,909	46,393	47,388	48,390	49,388	50,184	50,977	51,772	52,566
C	46,277	47,791	48,786	49,786	50,783	51,578	52,367	53,162	53,955
D	47,882	49,428	50,434	51,440	52,437	53,239	54,038	54,840	55,639
E	50,061	51,669	52,685	53,704	54,724	55,538	56,354	57,167	57,984
F	52,347	54,018	54,998	56,085	57,174	58,015	58,859	59,701	60,542
G	54,341	56,062	56,997	58,151	59,303	60,171	61,030	61,896	62,761
H	56,054	57,794	58,881	59,967	61,050	61,911	62,770	63,630	64,493
I	58,100	59,936	61,003	62,099	63,195	64,151	65,110	66,073	67,030
J	60,556	62,429	63,547	64,664	65,788	66,769	67,752	68,732	69,713
K	62,958	64,899	66,039	67,181	68,330	69,330	70,334	71,338	72,338
L	65,610	67,588	68,751	69,914	71,086	72,108	73,129	74,155	75,173

FY22 Salary Schedule									
1.5%	B	B+15	B+30	M or B+45	M+15 or B+60	CAGS or DM or M+30	CAGS+15 or DM+15 or M+45	CAGS+30 or M+30 or M+60	Ed.D / PhD
A	43,969	45,444	46,458	47,461	48,465	49,273	50,082	50,890	51,700
B	45,583	47,089	48,099	49,116	50,129	50,937	51,742	52,549	53,354
C	46,971	48,508	49,518	50,533	51,545	52,352	53,153	53,959	54,764
D	48,600	50,169	51,191	52,212	53,224	54,038	54,849	55,663	56,474
E	50,812	52,444	53,475	54,510	55,545	56,371	57,199	58,025	58,854
F	53,132	54,828	55,823	56,926	58,032	58,885	59,742	60,597	61,450
G	55,156	56,903	57,852	59,023	60,193	61,074	61,945	62,824	63,702
H	56,895	58,661	59,764	60,867	61,966	62,840	63,712	64,584	65,460
I	58,972	60,835	61,918	63,030	64,143	65,113	66,087	67,064	68,035
J	61,464	63,365	64,500	65,634	66,775	67,771	68,768	69,763	70,759
K	63,902	65,872	67,030	68,189	69,355	70,370	71,389	72,408	73,423
L	66,594	68,602	69,782	70,963	72,152	73,190	74,226	75,267	76,301

**Proposal #3 if FY21 Chapter 70 is equal to or greater than \$7,135,439 FY21 = 2% increase**

FY20 Salary Schedule									
2%	B	B+15	B+30	M or B+45	M+15 or B+60	CAGS or DM or M+30	CAGS+15 or DM+15 or M+45	CAGS+30 or M+30 or M+60	Ed.D / PhD
A	42,890	44,329	45,318	46,297	47,276	48,064	48,853	49,642	50,432
B	44,464	45,934	46,919	47,911	48,899	49,687	50,472	51,259	52,046
C	45,819	47,318	48,303	49,293	50,280	51,067	51,849	52,636	53,421
D	47,408	48,939	49,935	50,931	51,918	52,712	53,503	54,297	55,088
E	49,565	51,157	52,163	53,172	54,182	54,988	55,796	56,601	57,410
F	51,829	53,483	54,453	55,530	56,608	57,441	58,276	59,110	59,943
G	53,803	55,507	56,433	57,575	58,716	59,575	60,426	61,283	62,140
H	55,499	57,222	58,298	59,373	60,446	61,298	62,149	63,000	63,854
I	57,525	59,343	60,399	61,484	62,569	63,516	64,465	65,419	66,366
J	59,956	61,811	62,918	64,024	65,137	66,108	67,081	68,051	69,023
K	62,335	64,256	65,385	66,516	67,653	68,644	69,638	70,632	71,622
L	64,960	66,919	68,070	69,222	70,382	71,394	72,405	73,421	74,429

FY21 Salary Schedule									
2%	B	B+15	B+30	M or B+45	M+15 or B+60	CAGS or DM or M+30	CAGS+15 or DM+15 or M+45	CAGS+30 or M+30 or M+60	Ed.D / PhD
A	43,748	45,216	46,224	47,223	48,222	49,025	49,830	50,635	51,441
B	45,353	46,853	47,857	48,869	49,877	50,681	51,481	52,284	53,087
C	46,735	48,264	49,269	50,279	51,286	52,088	52,886	53,689	54,489
D	48,356	49,918	50,934	51,950	52,956	53,766	54,573	55,383	56,190
E	50,556	52,180	53,206	54,235	55,266	56,088	56,912	57,733	58,558
F	52,866	54,553	55,542	56,641	57,740	58,590	59,442	60,292	61,142
G	54,879	56,617	57,562	58,727	59,890	60,767	61,635	62,509	63,383
H	56,609	58,366	59,464	60,560	61,655	62,524	63,392	64,260	65,131
I	58,676	60,530	61,607	62,714	63,820	64,786	65,754	66,727	67,693
J	61,155	63,047	64,176	65,304	66,440	67,430	68,423	69,412	70,403
K	63,582	65,541	66,693	67,846	69,006	70,017	71,031	72,045	73,054
L	66,259	68,257	69,431	70,606	71,790	72,822	73,853	74,889	75,918

FY22 Salary Schedule									
1.5%	B	B+15	B+30	M or B+45	M+15 or B+60	CAGS or DM or M+30	CAGS+15 or DM+15 or M+45	CAGS+30 or M+30 or M+60	Ed.D / PhD
A	44,404	45,894	46,917	47,931	48,945	49,760	50,577	51,395	52,213
B	46,033	47,556	48,575	49,602	50,625	51,441	52,253	53,068	53,883
C	47,436	48,988	50,008	51,033	52,055	52,869	53,679	54,494	55,306
D	49,081	50,667	51,698	52,729	53,750	54,572	55,392	56,214	57,033
E	51,314	52,963	54,004	55,049	56,095	56,929	57,766	58,599	59,436
F	53,659	55,371	56,375	57,491	58,606	59,469	60,334	61,196	62,059
G	55,702	57,466	58,425	59,608	60,788	61,679	62,560	63,447	64,334
H	57,458	59,241	60,356	61,468	62,580	63,462	64,343	65,224	66,108
I	59,556	61,438	62,531	63,655	64,777	65,758	66,740	67,728	68,708
J	62,072	63,993	65,139	66,284	67,437	68,441	69,449	70,453	71,459
K	64,536	66,524	67,693	68,864	70,041	71,067	72,096	73,126	74,150
L	67,253	69,281	70,472	71,665	72,867	73,914	74,961	76,012	77,057

**SCHEDULE B**

**CURRICULAR DIVISION CHAIRPERSONS**

English/Language Arts/Reading	2,500
Math/Computer Business	2,500
Science/Technology Education/PE and Health	2,500
History and Social Sciences/Library	2,500
World Languages/Fine Arts	
Student Support Services	2,500
Guidance, Nurse, Counselors, SPED	

**HIGH SCHOOL HOUSE LEADERS** (not currently being used)

Humanities	2,411
Math/Sciences	2,411
Support Services	2,411
Middle School Team Leaders	2,500
Principal's Liaison to Special Programs	2,500

**NURSE TEAM LEADER**

<u>Nurse Team Leader</u>	<u>4,000</u>
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The Nurse Team Leader will have an average work expectation of 3.5 hours per week.

**Elementary Team Leader**

Elementary Team Leader	1,800
Effective July 1, 2020	2,800

**TEACHER IN CHARGE**

If a teacher is assigned as Teacher-in-Charge for up to three (3) hours in a school day, then teacher shall receive an additional Thirty Dollars (\$30) for the day. If the teacher is assigned for more than three (3) hours, then the teacher shall receive a total amount of Sixty Dollars (\$60) for the day. Teachers who are asked to assume administrative responsibility for the day will be relieved of regular teaching duties for that day if the teacher affected so requests.

Mentoring

Mentor Coordinator	2500
Mentor	1500

ADVISORSHIPS

Position	
Freshman Academy Leader	2,500
M.S. Silent Reading Coordinator	1,500
M.S. Anti-Harassment Advisor	720
Anthropology	720
M.S. Art Club	720
Band Director	2,500
Class Advisor – Grades 9 – 12	1,500
Color Guard/Twirlers	1,000
Computer Club	720
Culture through Cooking Club	720
Dance Team	720
Drama Club Advisor	720
Drama Director	3,000
Family & Consumer Science Club	720
French Club (Foreign Lang. Club)	720
Glee Club	720
Greenhouse Manager	1200
Hiking Club	720
M.S. Literary Magazine	1,000
M.S. Mediator	720
Musical Director	3,000
Assistant Musical Director	1,500
National Honor Society	720
Outing Club	720
H.S. Newspaper	1,000
Photography Club	720
S.A.D.D.	720
Science Fiction Club	720
H.S. Ski Club	720
M.S. Ski Club	720
H.S. Student Council	1,500
M.S. Student Council	1,500
H.S. Substitute Caller	1,200
M.S. Substitute Caller	1,200
Elem. Substitute Caller	1,700
H.S. Yearbook	2,500
M.S. Yearbook	1,050
Fitness Center Coordinator	2,500

Ultimate Frisbee	720
High School Art Club	1,000
High School Gay Straight Alliance Advisor	720
Secondary Advisory Coordinator	800

The following activities were previously approved at \$500 but are not currently funded.

"As Schools Match Wits"	Athletic Association	M.S. Chess Club
M.S. Drama Club	Health Careers	Model Congress
Peer Educator's Advisor	Science Club	Speech and Forensics

#### HIGH SCHOOL HEAD COACH ATHLETIC SALARIES

Athletic Director	5,000
Head Baseball	2,840
Head Basketball (Boys)	3,480
Head Basketball (Girls)	3,480
Head Cheerleading	3,000
Head Cross Country	3,000
Faculty Advisor (Tickets, bookkeeping)	1,073
Head Field Hockey	2,840
Head Football	4,400
Head Golf	2,130
Head Softball	2,840
Head Soccer	2,840
Head Swimming	3,480
Head Tennis (Boys)	2,130
Head Tennis (Girls)	2,130
Head Track (Boys)	2,840
Head Track (Girls)	2,840
Head Volleyball	2,880

#### HIGH SCHOOL ASSISTANT ATHLETIC SALARIES

Assistant Baseball (2)	1,704
Assistant Basketball (Boys)	2,088
Assistant Basketball (Girls)	2,088
Assistant Football (2)	2,640
Assistant Softball	1,704
Assistant Swimming	2,088
Assistant Volleyball	1,728

MIDDLE SCHOOL ASSISTANT ATHLETIC SALARIES

M.S. Assistant Baseball	1,278
M.S. Assistant Basketball (Boys)	1,566
M.S. Assistant Basketball (Girls)	1,566
M.S. Assistant Field Hockey	1,278
M.S. Assistant Football (2)	1,980
M.S. Assistant Soccer	1,278
M.S. Assistant Softball	1,278

APPENDIX A  
Educator Evaluation

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- (1) Purpose of Educator Evaluation
- (2) Massachusetts Model System for Educator Evaluation Timeline
- (3) Definitions
- (4) Evidence Used in Evaluation
- (5) Rubric
- (6) Evaluation Cycle: Training
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\*Local Agreement

## 1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, §38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
  - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01 (2)(a);
  - ii) To provide a record of facts and assessments for personnel decisions, 35.01 (2)(b);
  - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - iv) To assure effective teaching and administrative leadership, 35.01(3).

## 2) Educator Evaluation Timeline

See Appendix B: GMRSD Educator Evaluation Timeline

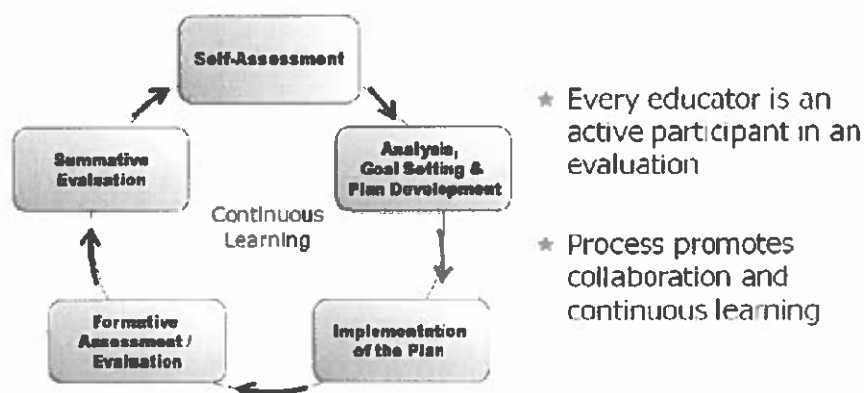
## 3) Definitions (\* indicates definition is generally based on 603 CMR 35.02)

- A. **\*Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B. **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher. For example, guidance counselors, nurses, speech therapists, secondary librarian/media specialists, school psychologists, department heads, team leaders, home school liaisons, the Education Technology Coach, special education team chairpersons, reading specialists, behavior analysts, and occupational therapists or any other position recognized in Article II, “Recognition.”
- C. **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects such as art, music, elementary librarian, vocational, and physical education. May also include such teachers as special education teachers and specialists who teach whole classes.

- D. **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E. **\*DESE:** The Massachusetts Department of Elementary and Secondary Education.
- F. **District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. The parties agree to a reopener with respect to this matter only and any agreement is subject to ratification.
- G. **\*Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- H. **\*Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i. **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
  - ii. **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
  - iii. **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
  - iv. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 45 school days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

- I. **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J. **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i. **Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator’s progress through formative assessments, evaluating the Educator’s progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.
  - ii. **Teaching Staff Assigned to More Than One Building:** Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator as determined by the superintendent. The principal of each building in which the Educator serves may review and sign the evaluation, and may add written comments.
  - iii. **Notification:** Every effort will be made to notify the educator of their evaluator by September 15 of the school year. Following a mini or announced observation by the primary evaluator, a teacher may request an additional observation or observations (number to be determined in consultation with the superintendent) by an alternative evaluator. This alternative observation is in addition to the primary observations. A list of alternative evaluators will be generated by the superintendent’s office and posted by the superintendent’s office by October 15<sup>th</sup> of each school year. The Evaluator(s) may be changed upon notification in writing to the Educator. Once the alternative evaluation has been completed, the final decision about the evaluation outcome rests with the superintendent.
- K. **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

## 5 Step Evaluation Cycle



Source: North Carolina Department of Public Instruction, *Professional Educator Evaluation*, 12

- L. **\*Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M. **\*Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.
- N. **\*Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O. **\*Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P. **\*Goal:** A specific, **attainable**, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role. SMART GOALS:

S= Specific and Strategic

M= Measurable

A= Attainable

R= Rigorous, Realistic, and Results-Focused (the 3 R's)

T= Timed

- Q. **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance expected by July 2012. The parties agree to a reopener with respect to this matter only and any agreement is subject to ratification.
- S. **\*Observation :** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of **at least fifteen (15) minutes** by the Evaluator and may include examination of artifacts of practice including student work. An observation may occur in the classroom or worksite. Observations conducted pursuant to this article must result in feedback 10
- T. to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- U. **Parties:** The parties to this agreement are the Gill-Montague Regional School Committee and the Gill-Montague Education Association.
- V. **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

- Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- W. **\*Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- X. **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- Y. **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties shall negotiate and ratify the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from DESE, expected by July 2012. The parties agree to a reopener with respect to this matter only and any agreement is subject to ratification.
- Z. **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i. Standard 1: Curriculum, Planning and Assessment
  - ii. Standard 2: Teaching All Students
  - iii. Standard 3: Family and Community Engagement
  - iv. Standard 4: Professional Culture
  - v. Attainment of Professional Practice Goal(s)
  - vi. Attainment of Student Learning Goal(s)
- Z) **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

- ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
  - iii) Elements: Defines the individual components under each indicator
  - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) **\*Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan.
- BB) **\*Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Employees covered by this Agreement shall be the teachers, guidance counselors, nurses, speech therapists, librarian/media specialists, school psychologists, department heads, team leaders, home school liaisons, the Education Technology Coach, special education team chairpersons, reading specialists, behavior analysts, and occupational therapists.

**\*Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low as determined by DESE guidelines.

#### 4) Evidence Used in Evaluation

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

- A. Multiple measures of student learning, growth, and achievement, which shall include:
  - i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
  - ii. At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed

pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data is required. Measures of student growth from test assessments will be subject to negotiations, in preparation for implementation during the SY 2015 school year:

- iii. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
- iv. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- v. During School Years 2012-2013 and 2013-2014 only, the portfolio of evidence will contain a minimum of three artifacts showing evidence of practice for Standards I, II, and IV. For all subsequent School Years, the portfolio of evidence will contain a minimum of three artifacts showing evidence of practice for Standards I, II, III, and IV.

**B. Judgments based on *mini* observations and artifacts of practice including:**

- i. Unannounced observations of practice **of at least fifteen (15) minutes** in duration.
- ii. Announced observation(s) for non-PTS Educators, Educators on Improvement Plans, and as determined by the Evaluator.
- iii. Examination of Educator work products.
- iv. Examination of student work samples.

**C. Evidence relevant to one or more Performance Standards, including but not limited to:**

Evidence compiled and presented by the Educator, including:

1. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
  2. Evidence of active outreach to and engagement with families;
- i. Evidence of progress towards professional practice goal(s);

- ii. Evidence of progress toward student learning outcomes goal(s).
- iii. Student and Staff Feedback –
- iv. Any other relevant evidence from any identified source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent. The parties agree to compile a list of example artifacts.

**5) Rubric**

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

**6) Evaluation Cycle: Training**

- A. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type of training based on guidance provided by DESE and feedback collected from district educators.
- B. At the first faculty meeting in September in the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the first faculty meeting in September who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by DESE and feedback collected from district educators.

**7) Evaluation Cycle: Annual Orientation**

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

- iii. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

## **8) Evaluation Cycle: Self-Assessment**

### **A. Completing the Self-Assessment by October 1st**

- i. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.
- ii. The self-assessment includes:
  - 1. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
  - 2. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric. During the 2012-13 school year only Standards I, II and IV will be assessed.
  - 3. Proposed goals to pursue:
    - a. At least one goal directly related to improving the Educator's own professional practice.
    - b. At least one goal directly related to improving student learning.

### **B. Proposing the goals**

- i. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. The administrator/evaluator will make the final determination of team membership. Evaluators may participate in such meetings.
- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1<sup>st</sup> (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15<sup>th</sup>) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals

pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

- iv. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals if they overlap with the individual improvement goals.
- vi. In regard to time allotted for Educator activities resulting from the new evaluation system, administration and educators will diligently attempt to determine time needed and designate such time. During the first five weeks, this resource will be identified and structured by administration district-wide to support educators in the completion of necessary activities followed by a review and assessment of time resources during quarterly meetings.

#### **9) Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 16-20 for more on Educator Plans.
- B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after DESE issues guidance on this matter.
- C. Educator Plan Development Meetings shall be conducted as follows:
  - i. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of

the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

- ii. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15<sup>th</sup> or within six weeks of the start of their assignment in that school
- iii. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals if they overlap with the individual improvement goals.

D. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

#### **10) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

A. For Non-PTS teachers:

- i. The Educator shall have at least one announced observation during the school year using the protocol described in section 12B, below.
- ii. The Educator shall have at least **six but no more than sixteen unannounced observations during the school year.**

#### **11) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A. The Educator whose overall rating is proficient or exemplary must have at least **four** mini observations.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include:
  - i. For the one year plan: no less than 1 announced and at least 4 unannounced for one year plan.
  - ii. For less than the one year plan: No less than 1 announced and at least 2 unannounced.

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

## 12) Observations

The Evaluator's first observation of the Educator should take place by November 15th. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

### A) Unannounced Observations

- i. Unannounced observations may be in the form of partial or full-period classroom visitations by the Evaluator, principal, superintendent or other administrator.
- ii. The Educator will be provided with brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person, by email, or mailed to the Educator's home.
- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 10 school days. In the event that it is the intention of the evaluator to do a series of observations, these observations must be conducted within a two (2) week period and the employee must be informed.

### B. Announced Observations

- i. All non-PTS Educators, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation. An Announced Observation will be for the full teaching period.

1. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
2. Within 3 school days of the scheduled observation, the Evaluator and the educator shall review the pertinent evaluation rubrics prior to the evaluation during the preconference meeting.
  - a. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation. It is our understanding that the educator will provide one document pertinent to the observation.
3. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
4. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - a. Describe the basis for the Evaluator's judgment.
  - b. Describe actions the Educator should take to improve his/her performance.
  - c. Identify support and/or resources the Educator will use in his/her improvement.
  - d. Meet with the Educator to discuss and outline a remedial plan the final requirements of which will be determined by the evaluator. The Educator is responsible for addressing the remedial requirements.
  - e. After the post conference, the educator shall sign the observation report indicating he/she has seen it, provided, however, that the signature does not indicate agreement or disagreement with the contents. The educator shall have the

right to make a written statement which shall become part of the observation report within five (5) school days.

- f. There will be no set minimum or maximum number of school days between observations. The evaluator may identify a specific reason or reasons for more frequent observations, of an educator by an evaluator or evaluators. The educator and evaluator may mutually agree that a better understanding of the observed class, lesson, student conference, IEP plan or activity, may be achieved by an immediate follow-up observation, and such an observation may occur. Appropriate adjustments will be made for an educator hired after September in keeping with the first 90 days of employment.

### **13) Evaluation Cycle: Formative Assessment**

- A. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one.
- C. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D. No less than ten (10) school days before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement (beginning in the 2014-15 school year), fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered in person, by email or mailed to the Educator's home.
- G. The Educator may reply in writing to the Formative Assessment report within 5 school days of receiving the report.
- H. The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- I. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan to support continued growth.

**14) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

- A. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.
- C. No fewer than ten (10) school days before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement (beginning in the 2014-15 school year), fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.

- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or mailed to the Educator's home.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G. The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

**15) Evaluation Cycle: Summative Evaluation**

- A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C. The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives based on evidence.
- D. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator and educator shall discuss and review the rating with the Superintendent (beginning in the 2015-16 school year).
- E. The summative evaluation rating must be based on multiple measures of student learning, growth, and achievement, the evaluator's judgments and additional evidence relevant to one or more of the four performance standards. MCAS growth scores shall not be the sole basis for a summative evaluation rating.

- F. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G. No less than twenty (20) school days before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement (beginning in the 2014 – 2015 school year), fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator’s performance against the four Performance Standards.
- H. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or mailed to the Educator’s home no later than May 15<sup>th</sup>. (Change to June 1<sup>st</sup>)
- J. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th. The failure on the part of the Evaluator to have this meeting will not negate or disqualify the Summative Evaluation.
- L. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M. The Educator shall sign the final Summative Evaluation report by June 15<sup>th</sup> or before the end of the school year for students, if the school year ends before June 15<sup>th</sup>. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- N. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O. A copy of the signed final Summative Evaluation report shall be filed in the Educator’s personnel file.

## **16) Educator Plans – General**

- A. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B. The Educator Plan shall include, but is not limited to:
  - i. At least one goal related to improvement of practice tied to one or more Performance Standards;
  - ii. At least one goal for the improvement of learning, growth and achievement of the students under the Educator’s responsibility;
  - iii. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs. This will be reviewed at the quarterly meetings.
- C. It is the Educator’s responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

## **17) Educator Plans: Developing Educator Plan**

- A. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator or at the request of the Educator, Educators with PTS in new assignments.
- B. The Educator shall be evaluated at least annually.

## **18) Educator Plans: Self-Directed Growth Plan**

- A. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

- B. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

#### **19) Educator Plans: Directed Growth Plan**

- A. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 10<sup>th</sup>.
- D. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

#### **20) Educator Plans: Improvement Plan**

- A. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 45 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins with the educator's agreement and compensation.

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

- C. An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- D. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- E. The Improvement Plan process shall include:
  - i. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
  - ii. The Educator may request that a representative of the Employee Organization/Association attend the meeting(s).
  - iii. If the Educator consents, the Gill Montague Education Association will be informed that an Educator has been placed on an Improvement Plan.
- F. The Improvement Plan shall:
  - i. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - ii. Describe the activities and work products the Educator must complete as a means of improving performance;
  - iii. Describe the assistance that the district will make available to the Educator;
  - iv. Articulate the measurable outcomes that will be accepted as evidence of improvement;
  - v. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
  - vi. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - vii. Include the signatures of the Educator and Supervising Evaluator.

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

H. Decision on the Educator's status at the conclusion of the Improvement Plan.

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

1. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

## **21) General Provisions**

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

**APPENDIX B**

<b>GMRSD Educator Evaluation Timeline</b>		
<b>Compl. Date*</b>	<b>Event</b>	<b>Forms Used</b>
15-Sep	Superintendent, principal, or designee meets with evaluators and educators to explain evaluation process.	
15-Sep	Evaluator meets with first-year educator to assist in self-assessment and goal setting process.	
1-Oct	Educator submits self-assessment and proposed goals.	Self-Assessment, Goal Setting/Educator Plan
15-Oct	Evaluator meets with educators in teams or individually to establish educator plans.	Goal Setting/Educator Plan
1-Nov	Evaluator signs finalized educator plan	Goal Setting/Educator Plan
15-Dec	Evaluator has completed at least one mini-observation of each PTS educator and at least two mini-observations and an announced observation of all Non-PTS educators.	Mini-Observation, Record of Announced Observation
20-Jan	Non-PTS educator submits evidence of progress on goals and selected standards.	Educator Collection of Evidence
15-Feb	Evaluator has completed at least two mini-observations of all educators	Mini-Observation
15-Feb	Formative assessment meeting held if requested by either evaluator or educator. Formative assessment report is signed and due in superintendent's office. (Non PTS educator)	Formative Assessment Report
1-May	Educator submits evidence of progress on standards and professional practice goal(s). (PTS and Non PTS educators)	Educator Collection of Evidence
15-May	Educator submits evidence of progress on student learning goal(s). Evaluator has completed minimum required observations.	Educator Collection of Evidence
1-Jun	Summative evaluation conference is held. Educator signs evaluation.	Summative Evaluation Report, Performance Rubric
8-Jun	Formative evaluation meeting held if requested by either the evaluator or PTS Yr. 1 educator. Educator signs formative evaluation.	Formative Evaluation Report
Footnotes:	* Or next school day if this due date falls on a weekend/holiday	
	** References to Non-PTS educators also apply to PTS teachers on a one year directed growth plan.	

