

**COLLECTIVE BARGAINING AGREEMENT**

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

**2013-2016**

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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 \_\_\_\_\_, 2013, 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, age, religion, creed, ancestry, national origin, sexual preference 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, 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, Deans of Students, Director of Special Education, Director of Technology, Director of Elementary Education, School Nurse Leader 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:** Parent/Teacher conferences will be scheduled twice per year PreK-12, provided:
  - a. One is offered on an early release afternoon and the other is offered in the evening.
  - b. Shared staff serving the district will be involved in the parent/teacher conference schedule to the same extent and in the same manner as all other teachers serving the district. Parent conferences with such shared teachers will be scheduled in the order received based upon parent requests made to the principals' offices. This will not preclude such shared teachers from initiating parent/teacher conferences.
  - c. Conferences provided for in this Agreement do not supplant those which were already taking place in the district schools on the date of this Agreement.
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 (see Article IV(D)(1) above)
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.
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  
ASSIGNMENT AND TRANSFERS**

- A. Teachers will be notified in writing of their programs for the coming year, including the schools to which they will be assigned, the grades and/or subject that they will teach, and any special or unusual classes that they will have, as soon as possible prior to the opening of school in September. It is understood by both parties, however, that in the event of a change in circumstances or conditions after such notifications, assignments may be changed as required to meet this situation when, in the opinion of the Superintendent, it is in the best interest of the Gill-Montague Regional School District. The Administration will, however, consult with a teacher prior to any change in assignment under this Article at the earliest possible date.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily or for good cause as determined by the Superintendent, outside of the scope of their teaching licenses and/or their major or minor field of study.
- C. Notice of intent to transfer or re-assign shall be given to teachers in writing and stating the reason as soon as practicable, and except in cases of emergency, not later than August 15th. Any involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the Superintendent.

**ARTICLE VI  
NON-TEACHING DUTIES**

**A. Professional Development**

1. By September 30<sup>th</sup>, each school, under the direction of the principal, will for an ongoing subcommittee or otherwise meet to consider and convey the professional development needs for its staff and elect a representative to the District

Professional Development Committee. Prior to the district Professional Development Committee meeting, the elementary representatives will meet to discuss the elementary priorities. A representative from each school, the Superintendent, at least one (1) administrator from both elementary and secondary levels, and one (1) school committee representative will form the District Professional Development Committee. The committee, guided by the needs of each school, level, and individuals belong to professional subgroups, will create a district professional development plan for the following school year. The plan will be presented to the school committee annually by the Superintendent for approval no later than the second school committee meeting in June.

2. All employees shall contribute ideas and strategies to the creation of the professional development plan.
  3. The employer will seek to provide to the best of its abilities the professional development opportunities sought by the employees.
  4. Demonstrating clear commitment by the district to professional development, every district initiative will be accompanied by a professional development plan (developed by the professional development committee) stating the goal and specific short and long term expectations for staff and the district in concert with the Educator Evaluation System.
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- 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).
  - 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 VII  
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. 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 VIII**  
**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 IX  
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 X  
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 XI  
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 XII  
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 XII, 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 XII.

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 XIII  
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.

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.

**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. Illness in Family

Any employee covered by this Agreement shall be entitled to use up to seven (7) days per year of accumulated sick leave in the event of illness in the immediate family.

H. 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.)

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

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

K. 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.

L. 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 L) 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.

- M. 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 XIV  
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 XIII-H. This leave shall be without pay except that employees must use all accrued personal and sick time, to the extent permissible pursuant to Article XIII(C & G). 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 XV  
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 XVI

[Article XVI was renegotiated and replaced in August of 2012 and the new Article XVI is currently (August 2013) slated for review by the Joint Labor Management Committee. Its contents will replace the Article XVI below, retained for reference, when the JLMC finishes its adjustments.]

#### PERSONNEL EVALUATION

##### A. EVALUATION STANDARDS

In order to provide information for the continuous improvement of teacher performance (in this Article, "teacher" refers to all employees covered by this Agreement) and to provide a record of facts and assessments for personnel decisions, all employees covered by this Agreement will be subject to a regular Personnel Evaluation in compliance with Massachusetts Department of Education (DESE) regulation 603 CMR 35.0, and the negotiated Teacher Proficiency Standards (see Appendix A, Teacher Proficiency Standards) adopted herein, which include the DESE Minimum Standards and the DESE Standards for Continuing Professional Development.

##### B. THE MEETING WITH PRINCIPAL AND CATEGORY ASSIGNMENT

Prior to October 15<sup>th</sup> of each academic year, Principals will have a Goal Setting Meeting with each of their teachers individually to discuss the following:

- Evaluation protocol
- Goals of the evaluation process
- Teacher proficiency standards
- Teacher Professional Growth Status assignment
- District and site based goals and objectives
- Primary evaluator(s) and alternative evaluator options

At this meeting, the Principal and the teacher will review and sign the teacher's Individual Professional Development Plan (IPDP).

Teachers/District Professional Personnel hired after the beginning of the school year will have a Goal Setting Meeting within six (6) weeks of their hiring date and will be evaluated within ninety (90) days.

### **C. TEACHER PROFESSIONAL GROWTH STATUS**

Teachers will be placed in one of three categories in regard to their professional growth, status, and development. The categories are “Strong Support,” “Growth,” and “At Risk.” Teachers with Professional Teacher Status can be designated to any one of the three categories. Teachers without Professional Status will be assigned to the Strong Support category only.

#### **1. Strong Support**

This designation applies to all Non-Professional Teacher Status teachers and to those teachers with Professional Teacher Status in the following categories:

- New site or teaching assignment
- At the teacher’s request
- At the discretion of the Principal

a. Teachers in this category will customarily have their professional development needs administratively determined by the Principal.

b. Teachers in this category will be evaluated semi-annually. The first observation, post-observation conference and evaluation will be completed by January 15<sup>th</sup>. The second will be completed by June 1<sup>st</sup>.

#### **2. Growth**

Teachers so designated must have Professional Teacher Status and are considered to be meeting or exceeding the GMRSD Teacher Proficiency Standards.

a. Placement in this category is based on the teacher’s request and/or Principal’s recommendation with the Principal making the final determination.

b. Placement in this category is based on the teacher demonstrating an appropriate level of sound teaching proficiencies.

c. The Principal and teacher collaboratively determine the professional development needs of the teacher. The Principal may determine one goal.

d. Teachers placed in this category will be evaluated a minimum of every other year.

**3. At Risk**

Teachers with Professional Teacher Status may be designated as At Risk by their Principal if they fail to meet one or more of the Teacher Proficiency Standards.

a. The Principal's recommendations on the evaluation form will include clearly identified goals for improvement with specific timelines for achievement and specifically outlined mechanisms for improvement and support.

b. Performance Evaluations for teachers designated as At Risk must be filed in the central office by April 15<sup>th</sup> of the academic year.

c. Teachers in this category will be evaluated at least four times during the school year. At least two evaluations will be conducted during the first half of the school year and at least two will be completed during the second half of the school year.

d. Teachers in this category should be made to understand that any recommendation for contract renewal will be dependent on significant improvement in performance.

e. Teachers will remain at At Risk until they have received four (4) consecutive evaluations that indicate they are meeting all the Teacher Proficiency Standards.

f. Teachers placed in At Risk for the current school year will be notified by the end of that school year as to their evaluation category for the upcoming year.

g. A teacher placed in the At Risk category who receives four (4) consecutive evaluations indicating one or more deficiencies in meeting Gill-Montague Regional School District Teacher Proficiency Standards is subject to dismissal.

h. Teachers with this designation shall remain at their current salary level and are not eligible to receive longevity compensation.

## C. OBSERVATION

All monitoring or observation of the work performance of employees will be conducted openly and with full knowledge of the employee.

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.

A follow-up discussion of the observation will occur should one be requested by either the Principal or the teacher.

The evaluator will commit to writing and present to the employee the completed evaluation and recommendations within seven (7) school days of the observation(s).

A meeting between both parties where the evaluation report will be discussed will occur within ten (10) school days of the evaluation.

Following an evaluation by the primary evaluator, a teacher may request an additional evaluation to be conducted by an alternative evaluator. This alternative evaluation is in addition to the primary evaluation. A list of alternative evaluators will be posted by central office by October 15<sup>th</sup> of each school year.

All classroom observations must be completed by May 15<sup>th</sup>. By June 1<sup>st</sup>, the Principal shall complete the Teacher Proficiency Evaluation Form(s) (See Appendix B).

The completed Teacher Proficiency Evaluation Form(s) will include narrative comments by the Principal and will be shared and discussed with the teacher. The teacher may make narrative comments concerning his/her performance on the form(s) as well.

The teacher's signature on the Teacher Proficiency Evaluation Form(s) is required but does not indicate agreement. Teacher comments are encouraged and shall be attached.

Teachers will receive a copy of the evaluation form(s) after both parties have signed it.

- D. The parties agree to establish by October 15, 2010, a Joint Labor Management Committee (JLMC) to review and improve the current Evaluation Procedure with the goal to complete their work by December 15, 2010. The JLMC will consist of up to three (3) members selected by the School Committee, and up to three (3) members selected by the Association President. The Superintendent, Association President, and the School Committee Chair shall serve as advisors to the JLMC.

ARTICLE XVII  
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 fourteen (14) calendar 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.

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 fourteen (14) calendar 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 fourteen (14) calendar 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 fourteen (14) calendar 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 fourteen (14) calendar days after the Level Two meeting, the grievance shall be referred in writing to the School Committee within fourteen (14) calendar 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 fourteen (14) calendar days after the Level Three meeting, the moving party must file a written demand with the American Arbitration Association within twenty (20) calendar 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 XVIII**  
**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 XVII.

**ARTICLE XIX**  
**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 XX  
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 XXI  
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 XXII**  
**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 XXIII**  
**JOINT LABOR MANAGEMENT COMMITTEE**

**JOINT LABOR MANAGEMENT COMMITTEE**

**A. 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
- B. The Joint Labor-Management Committee (JLMC) shall begin to meet no later than September 15, 2013 to review and determine appropriate adjustments to Schedule B salaries. The joint committee shall be prepared to make its recommendations to the School Committee and the Association no later than April 1, 2014.

**ARTICLE XXIV**  
**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 XXV**  
**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 XXVI  
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, 2013 to August 27, 2016.
- 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

Joyce A. Phillips  
Joyce Phillips, School Committee Chair

Date: 9/9/13

GILL-MONTAGUE EDUCATION ASSOCIATION

Karl Dziura  
Karl Dziura, GMEA President

Date: 9/9/13

**TEACHERS SALARY SCHEDULE  
2012 – 2013  
(Previous Year contract)**

Effective August 25, 2012, bargaining unit members receive their regular step movement. Effective August 25, 2012, an across the wage scale increase of 0.5%.

LEVEL	RN	BACH	B+15	B+30	Masters B+45	M+15 B+60	M+30	M+45	M+60	Ed.D/PhD
							CAGS DM	CAGS+15 DM+15	CAGS+30 DM+30	
A	30824	38844	40147	41041	41929	42815	43529	44243	44958	45672
B	31877	40067	41392	42280	43174	44064	44774	45481	46191	46900
C	32923	41289	42640	43528	44419	45309	46018	46722	47433	48140
D	33966	42508	43881	44774	45667	46553	47263	47974	48686	49395
E	35581	44442	45870	46771	47677	48583	49305	50030	50750	51476
F	36900	46105	47576	48440	49397	50356	51097	51841	52582	53323
G	38216	47766	49280	50101	51115	52128	52890	53647	54407	55168
H	39488	49087	50611	51562	52513	53461	54217	54968	55722	56476
I	40806	50818	52403	53358	54316	55273	56113	56950	57792	58630
J	41488	52809	54444	55418	56393	57373	58229	59085	59940	60796
K	42179	54797	56485	57478	58472	59472	60344	61217	62091	62961
L	43045	55851	57565	58572	59579	60594	61479	62363	63252	64135

Effective on the first Monday of the full pay period nearest the 92<sup>nd</sup> work day, an across the wage scale increase of 1.0%.

LEVEL	RN	BACH	B+15	B+30	Masters B+45	M+15 B+60	M+30	M+45	M+60	Ed.D/PhD
							CAGS DM	CAGS+15 DM+15	CAGS+30 DM+30	
A	31132	39232	40548	41451	42348	43243	43964	44685	45408	46129
B	32196	40468	41806	42703	43606	44505	45222	45936	46653	47369
C	33252	41702	43066	43963	44863	45762	46478	47189	47907	48621
D	34306	42933	44320	45222	46124	47019	47736	48454	49173	49889
E	35937	44886	46329	47239	48154	49069	49798	50530	51258	51991
F	37269	46566	48052	48924	49891	50860	51608	52359	53108	53856
G	38598	48244	49773	50602	51626	52649	53419	54183	54951	55720
H	39883	49578	51117	52078	53038	53996	54759	55518	56279	57041
I	41214	51326	52927	53892	54859	55826	56674	57520	58370	59216
J	41903	53337	54988	55972	56957	57947	58811	59676	60539	61404
K	42601	55345	57050	58053	59057	60067	60947	61829	62712	fghjk
L	43475	56410	58141	59158	60175	61200	62094	62987	63885	64776

If the last cherry sheet received by the District as of June 30, 2012 includes a Chapter 70 amount which is at least 3.0% higher than the Chapter 70 amount contained in the last cherry sheet of FY11, then effective August 25, 2012 an additional across the wage scale increase of 0.5% (See salary schedule below).

TEACHERS' SALARY SCHEDULE

2013-2014

Effective August 25, 2013, bargaining unit members receive their regular step movement. Effective August 25, 2013: Increase Step L by \$400 plus an across the wage scale increase of 2%.

LEVEL	BACH	B +15	B +30	Masters B +45	M + 15 B + 60	CAGS DM M + 30	CAGS+15 DM +15 M + 45	CAGS+30 DM + 30 M +60	Ed.D / PhD
A	40017	41359	42280	43195	44108	44843	45579	46316	47052
B	41277	42642	43557	44478	45395	46126	46855	47586	48316
C	42536	43927	44842	45760	46677	47408	48133	48865	49593
D	43792	45206	46126	47046	47959	48691	49423	50156	50887
E	45784	47256	48184	49117	50050	50794	51541	52283	53031
F	47497	49013	49902	50889	51877	52640	53406	54170	54933
G	49209	50768	51614	52659	53702	54487	55267	56050	56834
H	50570	52139	53120	54099	55076	55854	56628	57405	58182
I	52353	53986	54970	55956	56943	57807	58670	59537	60400
J	54404	56088	57091	58096	59106	59987	60870	61750	62632
K	56452	58191	59214	60238	61268	62166	63066	63966	64863
L	57946	59712	60749	61787	62832	63744	64655	65571	66480

2014-2015

Effective August 25, 2014, bargaining unit members receive their regular step movement. Effective August 25, 2014: Increase Step L by \$300 plus an across the wage scale increase of 2%.

LEVEL	BACH	B +15	B +30	Masters B +45	M + 15 B + 60	CAGS DM M + 30	CAGS+15 DM +15 M + 45	CAGS+30 DM + 30 M +60	Ed.D / PhD
A	40817	42186	43126	44059	44990	45740	46491	47242	47993
B	42103	43495	44428	45368	46303	47049	47792	48538	49282
C	43387	44806	45739	46675	47611	48356	49096	49842	50585
D	44668	46110	47049	47987	48918	49665	50411	51159	51905
E	46700	48201	49148	50099	51051	51810	52572	53329	54092
F	48447	49993	50900	51907	52915	53693	54474	55253	56032
G	50193	51783	52646	53712	54776	55577	56372	57171	57971
H	51581	53182	54182	55181	56178	56971	57761	58553	59346
I	53400	55066	56069	57075	58082	58963	59843	60728	61608
J	55492	57210	58233	59258	60288	61187	62087	62985	63885
K	57581	59355	60398	61443	62493	63409	64327	65245	66160
L	59411	61212	62270	63329	64395	65325	66254	67188	68116

2015-2016

Effective August 25, 2015, bargaining unit members receive their regular step movement. Effective August 25, 2015: Increase Step L by \$300 plus an across the wage scale increase of 2%.

LEVEL	BACH	B +15	B +30	Masters B +45	M + 15 B + 60	CAGS DM M + 30	CAGS+15 DM +15 M + 45	CAGS+30 DM + 30 M +60	Ed.D / PhD
A	41633	43030	43989	44940	45890	46655	47421	48187	48953
B	42945	44365	45317	46275	47229	47990	48748	49509	50268
C	44255	45702	46654	47609	48563	49323	50078	50839	51597
D	45561	47032	47990	48947	49896	50658	51419	52182	52943
E	47634	49165	50131	51101	52072	52846	53623	54396	55174
F	49416	50993	51918	52945	53973	54767	55563	56358	57153
G	51197	52819	53699	54786	55872	56689	57499	58314	59130
H	52613	54246	55266	56285	57302	58110	58916	59724	60533
I	54468	56189	57190	58217	59244	60142	61040	61943	62840
J	56602	58354	59398	60443	61494	62411	63329	64245	65163
K	58733	60542	61606	62672	63743	64677	65614	66550	67483
L	60905	62742	63821	64902	65989	66938	67885	68838	69784

## **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

### **Elementary Team Leader**

Elementary Team Leader	800
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### **TEACHER IN CHARGE**

Gill Elementary	2,411
Hillcrest Elementary (on demand)	26.78/per diem
Sheffield Elementary (on demand)	26.78/per diem
Great Falls Middle School	26.78/per diem

### **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

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

### Teacher Proficiency Standards

- I. **Currency in the curriculum**
  - a. **Attends and participates in faculty, departmental, site, and district-wide committees with the vision of curriculum evaluation.**
  - b. **Is involved in activities of professional growth in order to maintain and improve skills in content area(s) and educational methodology.**
  - c. **Provides opportunities for higher order thinking skills when planning lessons and assessments.**
  
- II. **Effective planning and assessment of curriculum and instruction**
  - a. **Uses understanding of learning styles to diagnose individual needs for intervention**
  - b. **Seeks out colleagues for additional information and insights on individual students' learning styles.**
  - c. **At appropriate times within the school year, cooperates with other members of the staff in planning instructional goals, objectives, methods and budget.**
  - d. **In keeping with district policy, works to establish and maintain open lines of communication with students, parents and colleagues concerning both the academic and behavioral progress of all students.**
  - e. **Sets short and long term goals, integrating areas of the curriculum to prepare for classes assigned and show written evidence of preparation upon request of the immediate supervisor.**
  - f. **Assists in the selection of books, equipment, and other instructional materials to facilitate the delivery of the adopted curriculum.**
  
- III. **Effective management of classroom environment**
  - a. **Meets and instructs the student(s) in the locations and at the time designated.**
  - b. **Develops and maintains a classroom environment conducive to effective learning within the limits of the resources provided by the district.**

- c. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.
- d. Establishes, models and maintains high standards of classroom behavior, and instructs students in the area of developing social skills.

**IV. Effective Instruction**

- a. Makes learning goals clear to students by making connections between concepts taught and students' prior knowledge and experiences.
- b. Uses appropriate instructional techniques such as cooperative, peer and project-based learning; audio-visual presentations; lectures; discussions and inquiry; practice and application; and the teaching of others.
- c. Provides, when desirable, options for students to demonstrate competency and mastery of new materials, including written work, plays, art work, oratory, visual presentations, exhibitions and portfolios.

**V. Promotion of high standards and expectations for student achievement**

- a. Monitors students' understanding of the curriculum and adjusts instruction, materials, and assessments when appropriate.
- b. Promotes confidence and perseverance in the learner which stimulates increased personal responsibility for learning the objectives of the curriculum.
- c. Strives to implement by instruction, modeling, and action, the district philosophy of education, instructional goals and objectives.

**VI. Fulfillment of professional responsibilities**

- a. Maintains records as required by law, district policy, and administrative regulations.
- b. Upholds and enforces school rules and administrative regulations.
- c. Interacts openly, constructively, and collaboratively with parents and colleagues.
- d. Performs related duties assigned by the administration in accordance with district policy.

- e. In keeping with district policy, works to establish and maintain open lines of communication with students, parents, and colleagues concerning both the academic and behavioral progress of all students.

**VII. Promotion of equity and appreciation of diversity**

- a. Establishes, models, and maintains high standards of classroom behavior, and instructs students in the area of developing social skills.
- b. Provides opportunities to include all students in the full range of classroom activities.
- c. Demonstrates sensitivity to differences in abilities, modes of contribution, and social and cultural backgrounds.
- d. Develops and implements strategies effective in meeting the needs of all students in the classroom.

The appraisal of these minimum standards will typically be made through a supervisor's regular contact and interaction with the staff member. When problems occur in these areas, the staff member will be contacted by the supervisor to remind him/her of minimum standards in the problem area and to provide support measures and suggest time-lines. If the problem continues or reoccurs, the supervisor, at his or her discretion, may prepare and issue to the staff member a written notice setting forth the specific deficiency with a copy to the teacher's file. In the unlikely event that serious, intentional or flagrant violations of the minimum performance standards occur, the supervisor, at his or her discretion, may put aside this recommended procedure and make a direct recommendation for more formal and immediate action. This may include verbal reprimands, written reprimands, suspension, or dismissal.

APPENDIX B

**GILL-MONTAGUE REGIONAL SCHOOL DISTRICT**

**TEACHER PROFICIENCY EVALUATION FORM**

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Teacher: \_\_\_\_\_ Subject: \_\_\_\_\_ Observation Date(s): \_\_\_\_\_

Observer: \_\_\_\_\_ Post-observation Conference Date: \_\_\_\_\_

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This form is intended for use with both teaching and non-teaching activities. The evaluation form includes the following components: teaching activities, non-teaching activities, recommendations and timelines, and teacher comments. The criteria for teaching and non-teaching activities are based on the Gill-Montague Regional School District Teacher Proficiency Standards.

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- A. Teaching Activities
- B. Non-Teaching Activities
- C. Recommendations and Timelines
- D. Teacher Comments

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Copies: Superintendent, Evaluator, and Teacher