

Agreement
Between the
Gardner School Committee
And the
Gardner Education
Association

July 1, 2015 - June 30, 2018

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**GARDNER SCHOOL COMMITTEE
AND
GARDNER EDUCATION ASSOCIATION, UNIT A
MEMORANDUM OF AGREEMENT**

This **MEMORANDUM OF AGREEMENT** is entered into between the School Committee of the City of Gardner (hereinafter referred to as the "Committee") and the Gardner Education Association, Unit A (hereinafter referred to as the "Association").

WHEREAS, the Committee and the Association have entered into a Collective Bargaining Agreement for the period of July 1, 2012, through and including June 30, 2015; and,

WHEREAS, the duly-authorized representatives of the Committee and the duly-authorized representatives of the Association have met, pursuant to Massachusetts General Laws, Chapter 150E, to negotiate a successor agreement; and,

WHEREAS, said representatives of the Committee and the Association have, subject to ratification by the membership of the Committee and the Association, agreed to a successor agreement for the period of July 1, 2015, through and including June 30, 2018;

NOW, THEREFORE, in consideration of mutual promises and covenants, the parties hereto agree as follows:

1. **Prior Agreement**

This Collective Bargaining Agreement in effect for the period July 1, 2012 through and including June 30, 2015, shall be in full force and effect for the period July 1, 2015 through and including June 30, 2018, except as modified by this **MEMORANDUM OF AGREEMENT**.

Preamble

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Gardner and that good morale within the teaching staff of Gardner is essential to achievement of the purpose; we, the undersigned parties to this Agreement, declare that:

- A. The Superintendent of the Gardner Public Schools (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies established by the **COMMITTEE**.
- B. The administrators of the Gardner Public Schools have responsibility for supporting the policies established by the **COMMITTEE** and those recommended by the Superintendent. They shall provide guidance and a sense of direction for the teaching staff and encouragement of a climate conducive to excellent performance.
- C. The educational staff of the Gardner Public Schools has the responsibility for providing supervision and education of the highest possible quality.

- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the COMMITTEE, the Superintendent, the Administration, and the teaching staff in the formulation and the application of the policies relating to wages, hours, and other conditions of employment for the teaching staff, keeping all communications in a two-way channel between the COMMITTEE and the educational staff.

Article I – Scope

Section 1 – Scope

- A. The Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of employees covered by this Agreement; however, any matter not mentioned in this Agreement, or any matter mentioned in this Agreement for which specific directions are not set forth herein or which is not specifically delegated to the Unit A employees or the Arbitrator, shall be reserved for the decision by the COMMITTEE or the Superintendent, as the case may be in their sole discretion, and in the exercise of such discretion they shall not be subject to the Grievance and Arbitration procedures provided in this Agreement.
- B. If any provision of this Agreement, or any application of this Agreement to any employees covered by the terms of this Agreement, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- C. The parties further recognize and agree that, except as otherwise specifically provided by this Agreement, the COMMITTEE continues to retain, whether exercised or not, the right to exercise, in its sole discretion, the duties, powers, responsibilities, and rights provided by the laws of Massachusetts, and the applicable rules and regulations of the administrative agencies issued under such law, in the control, direction and management of the Gardner Public Schools, and in the exercise of such powers the discretion of the COMMITTEE shall not be subject to the Grievance and Arbitration procedures set forth in this Agreement.

Section 2 – Recognition

- A. For the purpose of Collective Bargaining with respect to wages, hours and other conditions of employment, the negotiation of a Agreement and any questions arising therefrom, the COMMITTEE recognizes the ASSOCIATION as the exclusive bargaining agent and representative of the following employees of the COMMITTEE:
 - 1. All teachers
 - 2. All Department Heads
 - 3. School Counselors
 - 4. Speech Pathologist
 - 5. School Psychologist

6. Early Childhood Coordinator, Curriculum Coordinators
7. Special Education Team Chairs/Coordinators
8. Instructional Coaches
9. Media Specialists

All of which such employees are designated as "Unit A;" excluding specifically, however, within said Unit A:

1. The Superintendent of Schools
 2. The Business Administrator
 3. The Chief Academic Officer
 4. Any Principals
 5. Any Assistant Principals
 6. Any Substitute Teacher
 7. Educational Support Personnel (ESP)
 8. Coaches
 9. Athletic Director
 10. Grants Coordinator
 11. Director of Pupil Personnel Services (PPS)
 12. Dean of Students
 13. and any employee while employed by the COMMITTEE in any summer programs, and all other employees of the School Department of the City of Gardner.
- B. By the recognition set forth above, this Agreement shall not bar any or such employees as are excluded from "Unit A," as set forth herein, from seeking such separate representation as is permitted by the laws of the Commonwealth of Massachusetts.

Article II

Section 1 – Salaries

The Salaries of all persons covered by this Agreement are set forth in Appendix B which is attached hereto and made a part hereof.

Section 2 – Payment of Salaries

- A. Salaries are paid in twenty-six (26) installments, except as provided for in Article II, Section 2.B. Teachers shall receive salary due for the months of July and August in one payment on the last pay period while school is in session. Payment will be made by direct deposit; payment information will continue in the form of check with stub.

- B. All persons on the teachers' salary schedule may, at the employee's option, be paid in 22 equal installments during the school year provided the employee has notified the Superintendent by August 1.
- C. Any teacher required by the building principal or the Superintendent to work more than the teacher work year shall be compensated on a per diem basis derived from their base salary.
- D. Teachers who work in the extended school year Special Education summer program will be paid on a bi-weekly basis.

Section 3 – Payroll Statement

On the first payroll day of each new school year, the Administration will provide a statement to all members as to their salary rate, and sick and personal day balances. When an employee applies for movement on the salary schedule for a lane change, the employee will be provided an update of his/her progress on the salary schedule.

Section 4 – Co-Curricular Activities

- A. Current stipends for co-curricular activities which will be paid in total at the end of the respective activity are listed in Appendix C.
- B. Staff members interested in initiating a new activity should forward their requests to the Superintendent of Schools (or his/her designee) by May 1, whenever possible, for the next school year.

A committee of four—two from the ASSOCIATION and two from the COMMITTEE—will review the request and make a recommendation to the Superintendent (or his designee). The decision of the Superintendent will be final.

Section 5 – Inter-school Travel

In arranging schedules for teachers and supervisors who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. The above said teachers or supervisors who are assigned to more than one school on a single day will receive a travel stipend of \$250.00 per year.

Article III – Teaching Hours and Teaching Load

Section 1 – Work Day

For the applicable agreement year, the arrival and departure time for classroom teachers shall be fifteen (15) minutes before and fifteen (15) minutes after the student school day; provided, however, that the Building Principal as authorized by the Superintendent upon request of a teacher or group of teachers may waive the requirement to remain fifteen (15) minutes after the school day for a specific day or days. It is recognized, however, that the proper performance of their duties may on occasion, require these persons to work longer than the normal work day, i.e. for conferences, faculty meetings, department meetings, etc. Therefore, teachers will remain at school after the fifteen (15) minutes described above, during one (1) day each calendar week for such periods of time as is necessary to provide students extra help, to meet with parents or guardians, concerning the progress of their children or wards.

No teacher shall be required to work more than a seven and one-quarter (7 1/4) hour day including fifteen (15) minutes before and fifteen (15) minutes after the students' school day which will include uninterrupted prep time; provided, should State law require a longer instructional day, or more days, the teachers shall work the added time and the parties shall immediately commence impact bargaining on the issue.

This article does not purport to cover the arrival and departure time of teachers involved in special assignments.

Section 2 – Other Personnel

Personnel other than classroom teachers will work at their assigned tasks for the length of the regular teachers' work day. The exact daily schedule will be worked out on an individual basis between the Administration and the employee with notification to the Association.

Instructional Coaches are required to work an additional five (5) days at their per diem rate, beyond the work year for a total of 189 days. These days will be determined prior to the start of the new school year and at the discretion of the Superintendent and the Chief Academic Officer.

Section 3 – Work Year

The current student school year is the state minimum of 180 days. The work year of teachers is 184 days. New personnel may be required to attend additional orientation sessions.

Guidance counselors' work year is an additional ten (10) days beyond the teachers' work year, compensated at the per diem rate, for a total of 194 days. Effective the 2016-17 and beyond, guidance counselors will work five to seven (5-7) days before the first day of school and three to five (3-5) after the last day of school as part of their 194 day work year. Half (1/2) day increments must be approved in advance by the building principal.

The school day prior to the December school vacation will be a ½ day and the last day of school for the school year will be a ½ day.

Section 4 – Meetings

Teachers will be notified of all group meetings at least forty-eight (48) hours in advance, except in an emergency.

Section 5 – Lunch Periods

It is the intention of the COMMITTEE to the extent practicable to give a duty free lunch period to each teacher. The Administration in its discretion may utilize teachers during the lunch period on a scheduled basis or in emergencies. Lunchroom duty will be distributed as equitably as is practicable among teachers in the same school.

Section 6 – Preparation Periods

Classroom teachers will make preparations, during which they will not be assigned to any other duties as follows:

1. Five (5) preparation periods per week for grades 6 through 12 unless a teacher volunteers to do otherwise.

2. Elementary (preK-5) preparation time shall be the first thirty (30) minutes of each 7 ¼ -hour day.
3. Substitutes – Substitutes will be provided when Specialists (Music, Art, Physical Education) are absent, if possible.

Section 7 – Definitions

Preparation time is uninterrupted time during the regular school day for preparing and correcting classwork, common planning time, or pursuing any educationally valid activity.

In-service time is time during the regular school day, when students are not in attendance. The said time shall be used for programs or educational classes offered by the COMMITTEE or any other mutually agreed upon agency.

Early release time is time during the regular school day, when students are released prior to the regular school lunchtime. These days shall be used for conferences, staff development, curriculum work, or any other mutually agreed upon programs.

Section 8 – Directed Study

In order to fully meet all aspects of state mandated Time and Learning (990 hours) for all students, it is necessary to more fully implement the following:

1. Each academic department will develop a packet of exercises/assignments for study students who do not have an academic assignment (MCAS materials, for an example).
2. All students, without exception, will be engaged in academic schoolwork relating to course content.
3. Students will be encouraged (directed) to approach study hall teacher and ask specific questions on academic work.
4. The study hall teacher, upon his or her discretion, may reassign a student to the library, computer laboratories, Academic Support Center and or individual teacher (if available) based upon individual student needs.

Article IV – Class Size

Section 1 – Class Size

The COMMITTEE recognizes the undesirability of excessive class size and, consistent with their recognition, agrees to make every effort to comply with the standards set forth below as to class size at the various schools of the Gardner Public Schools.

- A. K through 5 – average of 26 per class excluding specialties of music, art, physical education, special needs students and study halls.
- B. 6 through 12 – average of 27 per class excluding specialties of music, art and physical education, special needs students and study halls.

Section 2 – Educational Support Personnel

Educational Support Personnel will be made available to the schools at the sole discretion of the COMMITTEE and the Administration.

Section 3 – Kindergarten Class Size

The COMMITTEE will abide by State Department of Education maximum class size regulations for Kindergarten.

Article V – Sick Leave Bank

Section 1 – Provisions

The COMMITTEE shall establish by policy, a Sick Leave Bank for use by the employees covered by this Agreement. The Sick Leave Bank shall be established to include the following provisions:

- A. Sick Leave granted by the Sick Leave Bank may only be used for prolonged illness as determined by the Sick Leave Bank committee. The initial grant may not exceed thirty (30) days but the applicant may reapply.
- B. Sick Leave which may be granted by the Sick Leave Bank may only be used upon exhaustion of an eligible employee's accumulated Personal Sick Leave.
- C. Sick Leave which may be granted by the Sick Leave Bank shall be granted only upon a majority vote of the Sick Leave Bank Committee.
- D. The Sick Leave Bank committee shall consist of the GEA Executive Board. The Vice President of the ASSOCIATION will be Chairperson and authorized to make reports on the Sick Leave Bank.
- E. Participation in the Sick Leave Bank shall be on a voluntary basis.
- F. One earned day of an employee's accumulated Sick Leave will be donated by such employee through the Sick Leave Bank. Upon agreement by the ASSOCIATION and the COMMITTEE upon recommendation of the Sick Leave Bank Committee, additional days of an employee's accumulated Sick Leave may be contributed to the Bank.
- G. The Sick Leave Bank shall be open membership for all members of Unit A and the ESP Unit of the GEA.
- H. Each employee who is eligible to participate in the Sick Leave Bank, and who chooses not to participate, shall be required to sign a release to the School Department.
- I. Employees shall be eligible for benefits under the Sick Leave Bank only while employed in the Gardner Public Schools. Any member who has worked consecutively for three (3) years and has accumulated a minimum of twenty (20) sick days will be given the opportunity to join the Sick Bank.
- J. Upon access of the Sick Leave Bank, a report will be given to the Superintendent.

Section 2 – Authorization

The COMMITTEE shall be authorized as part of its policy establishment of the Sick Leave Bank to make such other rules and regulations as are necessary for the implementation of the Sick Leave Bank as described in Article V Section 1.

Article VI – Teacher Employment

Section 1 – New Hires

Newly hired teachers will be placed in a position on the salary scale at the superintendent's discretion but at no time will newly hired teachers be placed on the salary scale at a rate higher than their years in teaching and their educational attainment.

Section 2 – Credit for Military, Peace Corps

Full credit not to exceed two (2) years, for military experience, may be given to a member of the ASSOCIATION who has spent one year or more in the military service and has received an honorable discharge. The same consideration may be given for the Peace Corps experience.

Section 3 – Outside Teaching Experience

Teachers with previous teaching experience in the Gardner Public Schools will, upon returning to the school system, be placed on the salary schedule according to the superintendent's discretion. However, at no time will such teachers be placed on the salary scale at a rate higher than their years in teaching and their educational attainment.

Article VII – Teacher Assignment

Section 1 – Program Changes

Teachers will be notified if there is a change in their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will have, as soon as practicable.

Section 2 – Areas of Competence

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will not be assigned, except temporarily for good cause, outside the scope of their teaching certificates and/or their major or minor fields of study.

Section 3 – Grade Assignment

To the extent practicable, changes in grade assignment in the elementary schools and in subject assignments in the secondary schools will be voluntary.

Section 4 – Equal Opportunity

Teacher assignments will be made without regard to race, color, sex, religion, national origin or sexual orientation

Article VIII – Transfers, Reductions in Force and Recall

Section 1 – Transfers

Although the COMMITTEE and the ASSOCIATION recognize that some transfers of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive of the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:

- A. When a transfer is necessary, volunteers will be transferred first.
- B. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance during the normal school day, and continuous length of service in the Gardner Public Schools will be considered in determining which teacher is to be transferred.

Teachers being voluntarily transferred will be transferred only within their area of certification.

An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the ASSOCIATION will be notified and the Superintendent will meet with the ASSOCIATION'S representatives to discuss the transfer.

- C. A list of open positions in other schools will be made available to all teachers being transferred. Ability shall be the deciding factor in determining who should be transferred. If ability and all other factors that the ADMINISTRATION may consider relevant are substantially equal, preference will then be given in the filling of such positions on the basis of total length of service in the Gardner Public Schools in this bargaining unit.
- D. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1st.
- E. Exceptions to the provisions of sections A, B, C, and/or D above may be made only if the Superintendent determines that it is necessary to do so in the best interest of the teacher and/or school(s) affected. The ASSOCIATION will be notified of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.
- F. Voluntary transfer. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such request must be submitted between September 1 and June 12 of each year to be considered for the next school year. The Superintendent will acknowledge receipt of the request by June 15 in writing.
- G. Before a teacher is assigned or transferred to a particular school, the principal of the school in question will be consulted regarding said assignment or transfer.

Section 2 – Reduction in Force

- A. In the event it becomes necessary for the ADMINISTRATION to reduce the number of employees in the bargaining unit because of financial limitations, decrease in pupil enrollment, changes in curriculum, or reorganization, the procedures set forth in the Article will govern the layoff and recall of employees who are affected by such reduction.
- B. Teachers with less than three (3) years of experience are not covered by the reduction in force language. Notification of non-renewal shall take place not later than June 15 of the year prior to the start of the school year in which the reduction will take place.
- C. No teacher with professional status shall be laid off if there is a non-professional status teacher whose position such teacher with professional status is qualified to fill.

Qualified shall mean certified by the Department of Education.

- D. For the purposes of complying with M.G.L. 71, s. 42 as amended by St. 2012, c. 131, s.3 and as these new statutory amendments are effective September 1, 2016, if layoffs are determined to be necessary by the Superintendent they shall be conducted in the following manner.

Teachers with Non Professional Teacher Status and those with less than three (3) years of experience in the district shall be non-renewed before any teachers with Professional teacher Status.

Prior to implementing a lay off or Reduction in Force, the Superintendent shall:

- Meet and discuss its intentions with the Association.
- Meet with affected employee(s) and a union representative chosen by the employee to discuss how the decision was made.

Layoffs shall be conducted within targeted disciplines based on the teachers' job performance and the best interest of the students. A targeted discipline for the purpose of this section is the discipline in which members are teaching and for which a layoff is contemplated. A teacher's job performance and a student's best interest shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced. Summative ratings of Meets the Standards (for evaluations 2012-2013 & prior), Proficient and Exemplary being considered equal and all valued the highest. As such, teachers with such ratings shall be more qualified than teachers with a summative rating of "Needs Improvement", who, in turn, shall be considered more qualified than the teachers with a summative ratings of "Does Not Meet Standards" (2012-2013 & prior), and "Unsatisfactory". If two or more teachers are considered equally qualified, the least senior teacher(s) shall be displaced based on seniority.

The number of summative evaluations compare will include all those evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted discipline, but not to exceed six (6) years. If there is a tie using the above criteria, the tie shall be broken by seniority, with the least senior teacher in the discipline targeted laid off first.

A teacher with PTS, with a proficient or exemplary summative rating, reached for lay-

off in a specific discipline may bump the least senior teacher in another discipline for which the senior teacher is licensed using the criteria established above.¹

Section 3 – Recall

- A. Employees shall be recalled in inverse order of their layoff as to vacancies for which they are certified. Employees will remain on a recall list for a period of two (2) years from date of layoff.
- B. Employees who are recalled by the COMMITTEE shall be recalled with professional status and all benefits they had accumulated at the time of their layoff. Employees on the recall list shall be entitled to membership in any group health or life insurance coverage provided to unit members, provided, however, that the member pays the entire cost of such insurance pursuant to the requirements of the insurance carrier, and that there shall be no contribution by the COMMITTEE or City for such employee's insurance. Employees on the recall list status shall be deemed to be on an unpaid leave of absence.
- C. Employees on the recall list will be given first priority in filling substitute teacher vacancies if they indicate, in writing, that they desire such employment.
- D. When vacancies occur in the certification area(s) of employees on the recall list, such employees shall be notified by certified mail at their last address of record. Failure to respond to the Superintendent with a letter of acceptance of the offered position within ten (10) calendar days of receipt of such notice shall be considered a rejection of such offer. It shall be the responsibility of employees on the recall list to inform the Superintendent, in writing, of changes of address.

Employees on the recall list shall have priority in filling vacancies as herein before set forth. No new employees shall be hired to fill such vacancies until all appropriate employees on the recall list have been offered the vacancy to the provisions of this Article.

Article IX – Vacancies and Promotions

All vacancies in promotional positions, vacancies not filled by transfers, recall, or by death, retirement, discharge, resignation, or by the creation of a new position, shall be filled pursuant to the following procedures.

1. Such vacancies which occur during the school year shall be adequately publicized by the Superintendent electronically to bargaining unit e-mail addresses provided by the district as far in advance of the appointment as possible, at least for a period of ten (10)

¹ If the least senior teacher in a targeted discipline is laid off, the Superintendent or her designee can assign the teacher to a vacant position or to a position held by a teacher without professional teacher status if the teacher is licensed for that position. If there are no vacancies and/or positions held by a teacher without professional teacher status, the Superintendent or his/her designee will review the impacted teacher's certification and will, based upon the needs of the system, determine in which discipline the bumping will take place. The teacher will bump the least senior teacher in that discipline unless there are teachers in that discipline who are unsatisfactory or needs improvement. In that situation the criteria above will be followed.

days prior to the appointment.

2. Qualifications for the position, its duties, and its rate of compensation will be clearly set forth.
3. Teachers who desire to apply for such vacancies shall file their applications in writing with the appropriate hiring authority within the time limit specified by the notice.
4. Candidates from both within and without the school system shall be equally eligible to fill the vacancies.
5. Appointment to such positions shall be on the basis of ability and shall be approved by the Superintendent upon the recommendation of the appropriate hiring authority. The appropriate hiring authority agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and any other relevant factors. If ability and all other factors that the appropriate hiring authority may consider relevant are substantially equal, preference will then be given in the filling of such positions on the basis of total length of service in the Gardner Public Schools. Appointments will be made without regard to race, color, sex, religion, national origin or sexual orientation.
6. Positions for summer jobs will be posted and applicants will be selected in the same manner as set forth in Paragraph 5 above.
7. Notwithstanding the criteria above, all appointments shall be made based on the Principals' direction pursuant to M.G.L. c. 71 s. 59.

Article X – Teacher Evaluation

Section 1 – See Appendix A

Section 2 – Reviewing Personnel File

Teachers will have the right to review the contents of their personnel file upon request. Teachers will be entitled to have a representative of the ASSOCIATION accompanying them during such review.

No material derogatory to a teacher's conduct, service, character, or personality will be placed in a personnel file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher will also have the right to submit a written answer to derogatory material, and that such answer shall be reviewed by the Superintendent and attached to the file copy.

Section 3 – Evaluation Requirement

The Superintendent shall cause the evaluation of all employees in the Gardner Public Schools.

Section 4 – Employer Responsibility

The ASSOCIATION recognizes the authority and responsibility of the employer, the Superintendent, and the Principals in the maintenance of professional standards of performance and conduct.

No teacher with professional status will be discharged, disciplined, reprimanded or reduced in rank or compensation, or deprived of any professional advantage except for inefficiency, incapacity, conduct unbecoming a teacher, insubordination or other just cause. The non-professional status teacher, after ninety (90) days of employment, and during his or her agreement year, shall not be discharged.

Employment of a teacher with non-professional status, or the renewal of such appointment, or the appointment of such non-professional status teacher to professional status, shall be at the sole discretion of the Superintendent and shall not be subject to the Grievance and Arbitration Procedure of this Agreement.

Article XI – Use of School Facilities

Section 1 – School Buildings

To the extent permitted others, the ASSOCIATION will have the right to use school buildings without paying user fees at reasonable times for meetings. The principal at the building in question will be notified in advance of the time of all such meetings.

Section 2 – Athletic Facilities

Employees covered by this Agreement will have the right to use the athletic facilities and equipment of the schools without cost at least one (1) evening each week. The schedule and other related matters will be arranged in advance with the Superintendent of Schools.

Section 3 – Bulletin Boards

There will be one (1) bulletin board in each school building which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other ASSOCIATION material. Copies of all such material will be given to the building principal, but his advance approval will not be required.

Article XII – Leaves of Absence

Section 1– Sick Leave

Teachers may be granted sick leave to the extent of their unused, earned, accumulated sick leave under the following terms and conditions:

- A. For the first ninety (90) days of a teacher's employment, one and one half (1½) days of sick leave per month shall be earned to a maximum of fifteen (15) sick days per year. All other employees covered by this Agreement shall be credited with fifteen (15) sick leave days on the first official day of the said school year whether or not they report for duty on that date.

- B. Sick leave may be accumulated by any employee for an unlimited number of days.
- C. In the event of the absence of a teacher due to sickness or injury in excess of five (5) days (consecutive working days) or in excess of eight (8) working days during any school year, the Principal or the Superintendent, may require a Doctor's certificate at the employee's expense for any absence for which an employee seeks to use his or her accumulated sick leave. If the Superintendent has some rational basis for questioning the physical condition of an employee the Superintendent may, at his/her sole discretion, require an examination of the employee by a physician, other than the employee's attending physician, which physician shall be mutually agreed to by the parties and which the examination shall be at the expense of the COMMITTEE. In the event the parties cannot agree on a physician, either party may submit the choice of a decision to arbitration.

- D. Sick leave may be used in case of illness of immediate family members. These days will be deducted from accumulated sick leave but recorded as family illness days.

Sick Leave Buy Back. Upon retirement¹ or death, each teacher with accumulated sick leave shall be granted pay for such accumulation not to exceed fifty (50) days pay and an additional fifty percent (50%) of the daily rate for accumulated days over and above the first fifty (50) days not to exceed a total of one hundred thirty (130) days pay. Notice of Retirement shall be given no later than December 31 of the preceding retirement year; with proper notice, payment will be made no later than the first pay period in the next fiscal year. A day's pay and daily rate are defined as an individual's annual salary schedule salary, without longevity, divided by the number of days in the individual's work year.

The Sick Leave Buy Back Plan is grandfathered for all teachers hired before December 31, 1993. The Sick Leave Buy Back Plan is not applicable to teachers employed in the Gardner Public Schools after December 31, 1993.

- E. *Stay Well Buy Back.* All teachers hired as of January 1, 1994 will be allowed to sell back to the school department a maximum of three (3) days per year of unused sick time from the present school year, for payment in July.

Teachers wishing to sell back these days shall only be required to notify the Superintendent once of their intent to buy back three days. If a choice is made to discontinue/change the stated intent, teachers shall notify the Superintendent in writing.

Teachers who opt for this plan will be paid in July of each year the dollar amount of three (3) days. The rate of pay will be based on the base salary of the year the days were earned.

For the purpose of this section, days will be *whole* days.

- F. In the event of an employee being called for jury duty, the school committee will reimburse up to the full amount of contracted salary less any differential provided by the judicial system.

¹ It is understood by the parties to this agreement that the term *retirement* as used in this paragraph shall mean either termination of employment after fifteen (15) years of service to the Gardner Public Schools or termination of employment with the Gardner Public Schools upon reaching the age of sixty (60) years.

Section 2 – Other Temporary Leave of Absence with Pay

Employees shall be granted a temporary leave of absence with pay under the following circumstances:

- A. **Personal Days.** Three (3) days leave of absence, in full day increments, for religious, personal, legal, business, household or family matters which require absences during school hours, provided, except in the case of an emergency, that written notification to the building principal has been given by the employee no less than two business days before such leave is to take place. In case of an emergency, the building principal at his/her sole discretion may waive the notification requirement. Personal days shall be granted in full-day increments. The personal day notification form shall be updated and attached to this Agreement. Any teacher who does not use all three (3) personal days in any given school year will have any unused days converted to available sick days which may be carried forward to the next year.
- B. Time necessary for up to eight (8) people days during any school year for attendance at Massachusetts Teachers' Association and National Education Association meetings.
- C. Any time necessary for an appearance by a teacher in a legal proceeding arising out of the teacher's employment in the Gardner Public Schools.
- D. Persons called into temporary active duty of any unit of the US Reserves or the State National Guard, provided such obligation cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government. Employees shall be guaranteed such rights as are provided to them concerning "Leaves of Absence for Military Service" as set forth in Chapter 70B of the Acts of 1941 of the Commonwealth of Massachusetts as amended from time to time.
- E. Up to five (5) days at any one time may be granted to the employee in the event of death in the teacher's immediate family. Immediate family is defined as spouse, children, siblings, parents, grandparents, and comparable in-laws, and significant others. Other relationships may be considered as "immediate family" at the discretion of the building principal. However, disapproval of bereavement leave is not subject to the grievance procedures as written in this Agreement.

Time may also be allowed at the discretion of the building principal for death of close friends or relatives not in the immediate family. The employee will consider such time taken as a use of a personal day.

- F. **Sabbatical Leaves.** Upon recommendation by the Superintendent, sabbatical leaves will be granted for study or travel to a member of the teaching staff by the COMMITTEE subject to the following conditions:

1. No more than three (3) members of the teaching staff will be absent on sabbatical leave at any one time.
2. The teacher has completed at least five (5) consecutive full school years of service in the Gardner Public Schools.
3. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than November 10 of the year prior to the school year the leave is requested. Sabbatical leaves are subject to budget constraints.
4. Teachers on sabbatical leave will be paid full salary for a half year or half salary for a full year.
5. The teacher will agree to return to employment in the Gardner Public Schools for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.

Section 3 – Leave of Absence without Pay

- A. The Superintendent in his or her discretion may grant an employee a leave of absence without pay for any purpose it deems appropriate.

A teacher on said leave of absence shall notify the Superintendent by certified mail return receipt requested, on or before February 1 of the year they wish to return of his or her intention to return to the Gardner Public Schools. Any teacher taking part in this leave will return with full rights, privileges, benefits and salaries provided for under the Agreement, except that they shall return with only the same number of years seniority and the same areas of certification as existed at the time the leave of absence was taken. Teachers on this leave may participate in the offered health or dental programs if they assume the responsibilities of their payments. Any request for an extension or a renewal of a leave of absence without pay must be applied for and granted in writing.

- B. Parental Leave

Parenting leave to care for a newborn child or a child placed in the member's home through adoption, foster care, or court placement, as described in and defined by M.G.L. Chapter 149, Section 105D (the Massachusetts Parental Leave Act), may be granted to a unit member for a period of (8) weeks if she/he has been employed for three (3) consecutive months and give two (2) weeks' notice prior to his/her departure date. Those members who are also eligible for leave under the Family Medical Leave Act (FMLA) may be granted up to a combined total of twelve (12) weeks of leave.

A member taking leave under this provision who has accrued sick leave benefits and personal leave benefits under Article XII of this Agreement may use these benefits under the same terms and conditions which apply to other temporary disabilities for the period of his/her disability as certified by the member's health care provider.

For leave taken under the Massachusetts Parental Leave Act, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or placement of the same child. If two employees take parental leave under the

FMLA, then the leave is restricted to twelve (12) weeks in the aggregate.

The teacher may return to work as soon as desired after the delivery of the child providing her physician approved her return. A teacher on Parenting Leave may request to extend such leave which extended leave shall be referred to as Child Rearing Leave. Such leave shall be without pay and subject to the rules and regulations in Section 3A above (Leave of Absence without Pay). Leaves of Absence shall not exceed twelve (12) months unless requested in writing and extended by the Superintendent.

A teacher who adopts a child may have the benefit of the previous paragraph.

- C. The City of Gardner Family and Medical Leave procedures will be followed for leaves taken under the Family and Medical Leave Act.

Article XIII – Professional Development and Educational Improvement

Section 1 – Expenses

The COMMITTEE will pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with advance approval in writing of the Superintendent.

Section 2 – Credit for Projects

The ASSOCIATION Professional Development Committee will meet with the superintendent to formulate professional development opportunities for teachers that benefit the educational goals of the Gardner Public Schools.

Section 3 – Credit for Courses

Employees shall receive credit for a maximum of two (2) post-graduate courses per semester earned at an accredited degree granting college or university during the school year.

An employee taking undergraduate courses during a school year may be granted credit at the discretion of the Superintendent or designee which discretion shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

Any post-graduate credits earned by an employee during the summer under this Agreement at an accredited degree granting college or university shall be recognized. Credits earned by an employee under this Agreement during the summer for undergraduate courses shall be recognized for movement on the salary schedule only to the extent that such courses had been approved in advance by the Superintendent or designee.

Graduate credits earned after the Bachelor's degree (provided they are not required or prerequisite courses in the Master's Program) will be compensated at the Master's level upon the successful completion of the Master's Program.

For salary purposes, educators who earned their Master's Degree before the 1996-1997 school year will not qualify. This agreement is effective August 25, 1996.

Movement on the salary schedule will only occur twice per school year: in September and in

January. All documentation for movement on the salary schedule must be submitted to the payroll office no later than September 30 or January 31. There is a one-year limit for submission of courses in order to receive credit for movement on the salary schedule (one year from the time the course was completed).

Section 4 – In-service Courses

The COMMITTEE agrees to provide at least one (1) in-service course during every five (5) years. Each such course may grant three (3) college level credits. A minimum of fifteen (15) teachers must participate before the course will be provided.

Professional Development Points (PDP's) or in-service credit, at the teacher's discretion, will be granted for NEASC work and NAEYC work.

Article XIV – Safe Workplace

Teachers will immediately report all cases of assault suffered by them in connection with their employment to the building principal and then to the Superintendent in writing.

This report will be forwarded to the COMMITTEE which will comply with a reasonable request from the teacher for information in its possession relating to the incident or the persons involved. The superintendent will act in appropriate ways as liaison among the teacher, the police, and the courts.

Administration shall meet with the employee assaulted within 10 days after the investigation has concluded to communicate his/her findings.

Article XV – Personal Injury Benefits

Section 1 – Absence as a Result of Injury

Whenever a teacher is absent from school as a result of an injury arising out of or in the course of employment, and has not been retired, the teacher shall be eligible to file a claim for workers' compensation benefits. A teacher who is absent from school as a result of such injury and subsequently becomes eligible for workers' compensation benefits may use accumulated sick leave to cover the difference between the teacher's full salary and any workers' compensation award made for lost income resulting from said injury for the period of such absence and until any previously accumulated sick leave is exhausted. The exhaustion of accumulated sick leave available to such teacher shall not in any way impair the teacher's eligibility for continued benefits from any workers' compensation program and or award. This provision is to be limited to the extent that the COMMITTEE is required to pay for an additional period of time pursuant to the Workers' Compensation Law less the amount of money due to the COMMITTEE as reimbursement under this Agreement.

Section 2 – Medical, Surgical, Hospital Reimbursement

The COMMITTEE shall reimburse a teacher for the full cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of employment. This provision is to be limited to a maximum of three years from the date of injury, except to the extent that the COMMITTEE is required to pay for

an additional period of time pursuant to the Worker's Compensation Law (less the amount of reimbursement due to the COMMITTEE under the terms of this Agreement).

Section 3 – Property Reimbursement Claims

The COMMITTEE will reimburse a teacher for any clothing or other personal property damaged or destroyed in the course of his employment due to assault and battery, faulty equipment, or vandalism up to seventy-five dollars (\$75.00), and provided said teacher is not covered by private insurance and subrogated his or her rights of legal redress to the COMMITTEE.

Section 4 – Other Reimbursement

An employee shall be required to make a claim for reimbursements for such injuries as he or she may suffer to the insurance carrier of the COMMITTEE as a result of any absence covered by Sections 1 and 2 of this Article. This employee shall pay to the COMMITTEE any settlement received for such claim for such Section through the School Department. If the claim is denied by the carrier, the COMMITTEE shall deduct such payments from the employee's accumulated sick leave to the extent of such accumulation or from his salary. If the employee for any reason refused to pay over such payment as he shall have received from the insurance carrier arising out of the absences described in Sections 1 and 2 of this Article, the COMMITTEE may at its discretion deduct payments due to it from the employee's salary. Failure to make such payments shall also be cause for the discharge or disciplinary action at the sole discretion of the COMMITTEE and the exercise of their discretion under this paragraph, they shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

Article XVI – Health and Life Insurance

Section 1 – Insurance Premiums

The COMMITTEE agrees to pay seventy-five percent (75%) of the premiums of health/dental and life insurance that is offered by action of the City except as follows. The COMMITTEE agrees to pay fifty percent (50%) for the most expensive health insurance plan, the Massachusetts Blue Cross Blue Shield Blue Choice Plan.

Section 2 – Health Insurance

Each teacher, if he or she chooses to, will be covered under the provisions of the Massachusetts Blue Cross Blue Shield Blue Choice Plan or any health insurance as offered to other city employees.

Section 3 – Annuity

Teachers will be eligible to participate in a "tax sheltered" annuity plan and/or deferred compensation plan.

Section 4 – Insurance Claims

Any claim pursuant to the health/dental or life insurance policies given by the COMMITTEE to the teachers shall not be subject to the Grievance and Arbitration Procedures set forth in this Agreement, but are limited to the remedies provided by such insurance policies.

Section 5 – Other Insurance Benefits

Members of the ASSOCIATION shall be entitled to any additional health or life insurance benefits that the police, fire, public works or City Hall employees of Gardner might receive during the period of this Agreement.

Article XVII – Dues Deduction and Agency Fee

The COMMITTEE agrees to deduct from the salaries of its employee's dues payable to the ASSOCIATION to the extent that teachers individually and voluntarily authorize the COMMITTEE to deduct and to transmit said monies. Teachers' authorizations will be in writing.

All employees covered by this Agreement, who do not pay ASSOCIATION dues, shall be required as a condition of employment, to make payment on or after the 30th day following the beginning of their employment, or thirty (30) days following the date of execution of this Agreement, whichever is later, an Agency Service Fee to the ASSOCIATION. At the election of the employee, the Agency Service Fee may be deducted from his or her wages in accordance with the provisions of Chapter 180 of the General Laws as amended upon presentation to the City of a signed authorization. If the teacher does not authorize the City to make a weekly payroll deduction as provided herein for dues or Agency Service Fees, he or she shall pay such dues or Agency Service Fee directly to the ASSOCIATION. Dues deducted in accordance with the authorization cards shall be in the amount of dues in existence at the time of the deduction as certified to the Treasurer of the City by the ASSOCIATION.

Article XVIII – Grievance and Arbitration Procedures

Section 1 – Definition

A grievance is a dispute concerning the interpretation, meaning, or application of this Agreement or any amendment or supplement thereto, except such disputes concerning such matters which are specifically excluded from the Grievance and Arbitration Procedures of other paragraphs of this Agreement.

Section 2 – Time Limits

The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing. Days will mean business day(s).

Section 3 – Procedure

A teacher with a grievance will first discuss it with his or her principal or immediate superior, either directly or through the ASSOCIATION'S School Representative, with the objective of resolving the matter informally.

Level 1

If the matter is not resolved through the informal discussion referred to above, the teacher with a grievance will discuss it at a meeting with his or her principal or immediate supervisor, either directly or through the Association's School Representative, upon presentation of a

Level 1 written grievance. The principal or immediate supervisor will respond to the grievance within ten (10) business days of the Level 1 meeting.

Level 2

- A. If the Grievance is not settled within ten (10) business days after presentation at Level 1, the aggrieved teacher or the ASSOCIATION may within five (5) business days thereafter refer it in writing to the Superintendent. There shall be a meeting with the ASSOCIATION and the Superintendent within fourteen (14) business days following the presentation of the written grievance at Level 2. A representative of the Massachusetts Teachers Association may be present at this meeting. The Superintendent will respond to the grievance within ten (10) business days of the Level 2 meeting.
- B. If the Grievance is not received by the Superintendent within thirty (30) business days after the aggrieved party know or should have known of the act or condition on which the Grievance is based, the Grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to Level 4.

Level 3

If the Grievance is not settled at Level 3 and if the ASSOCIATION determines the Grievance alleges a violation by the school district of any of the provisions of this Agreement it may, within thirty (30) business days after written reference to the Superintendent refer to arbitration as hereinafter provided.

Section 4 – Submission to Arbitration

Any Grievance which alleges a violation by the school district of one or more provisions of this Agreement and which has not been settled under the procedure set forth herein may be submitted by either party to an Arbitrator mutually agreed to by the parties, or to the American Arbitration Association or Labor Relations Connection within the time prescribed. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator, if they cannot mutually agree upon an Arbitrator.

Section 5 – Decision of Arbitrator

The Arbitrator so selected will confer with representatives of the COMMITTEE and the ASSOCIATION and hold hearings promptly and will issue a decision, award, and reasons therefore not later than twenty (20) business days from the date of the close of the hearings, or if oral hearings have been waived, than from the date the final statements and proofs are submitted to him.

The arbitrator will be without power or authority to make any decision or award which is violative of the common law or statutory law of the Commonwealth, or requires the commission of an act prohibited by law, or which violates any of the terms of this Agreement. The Arbitrator will be without power or authority to render an award or decision concerning any matter which has been excluded from the Grievance and Arbitration procedures of this Agreement.

The decision of the Arbitrator will be final and binding except for review or confirmation as provided by the provisions of Chapter 150 C of the General Laws of the Commonwealth of

Massachusetts.

Section 6 – Arbitrator Expenses

The costs for the services of the Arbitrator, including per diem expenses, if any, and the actual and necessary travel and the Subsistence expenses, will be borne equally by the COMMITTEE and the ASSOCIATION.

Section 7 – Other Representation

Any Party in interest may be represented at all stages of the Grievance procedure by a person of his own choosing, except that he may not be represented by a representative or an officer of any teacher organization other than the ASSOCIATION, or the Massachusetts Teachers Association. When a teacher is not represented by the ASSOCIATION, the ASSOCIATION will have the right to be present and to state its views at all stages of the Grievance and Arbitration procedure.

Section 8 – Grievances Affecting a Group or Class of Teachers

If, in the judgment of the ASSOCIATION, a Grievance affects a group or class of teachers, the ASSOCIATION may submit such Grievances in writing to the Superintendent directly and the processing of such Grievance will be commenced at Level 2. The ASSOCIATION may process such a Grievance through levels of the Grievance procedure even though the aggrieved person does not wish to do so.

Section 9 – Decisions

Decisions rendered at Levels 1, 2, and 3 of the Grievance procedure will be in writing setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest and to the president of the ASSOCIATION. Decisions rendered at Level 4 will be in accordance with the procedures set forth herein.

Section 10 – Grievance Documents and Communications

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, unless the individual in question files a written request to the contrary.

Section 11 – Document Preparation

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and the ASSOCIATION and given appropriate distribution so as to facilitate operation of the Grievance procedure.

Section 12 – No Reprisal

No reprisal of any kind will be taken by the COMMITTEE or any member of the administration against any employee covered by this Agreement for participating or failing to participate in the Grievance or Arbitration Procedures set forth in this Agreement.

Article XIX – Early Retirement Package

Section 1 – Notification

Members reaching the age of 53 must notify the COMMITTEE that they will retire at the age of 55.

Section 2 – Notification Waiver

The two-year notice may be waived by the COMMITTEE under special circumstances.

Section 3 – Shared Savings

The savings will be shared by the COMMITTEE and the Retiree for three years at a fifty-fifty percentage (50/50%).

Section 4 – Medical Insurance Responsibility

The retiree is responsible for medical insurance out of his or her share.

Section 5 – Substitute Teaching Priority

Priority for substitute work for three years is guaranteed. Member must register with the Superintendent and complete proper procedures.

Section 6 – COMMITTEE Obligations

The COMMITTEE has no obligation to replace retirees and savings will be calculated by subtracting the lowest rate in the same range as the range from which the member retired.

Section 7 – Eligibility

The member must be eligible for Massachusetts Teachers' Retirement and must have ten (10) years of service to the Gardner Public Schools.

Article XX – Miscellaneous

Section 1 – Effective Date of Salary Schedules

The Salary Schedules in this Agreement shall be effective on the date set forth herein.

Section 2 – No Strikes

During the period of this Agreement, no employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slow-down, or withholding of services by such employees.

Section 3 – Bargaining During the Agreement

Each of the parties to this Agreement acknowledges that during the Collective Bargaining process that preceded the execution of this Agreement, they each had free opportunity to present any and all matters to be raised in the Collective Bargaining process.

Section 4 – Waiver

Failure of either party to this agreement to exercise its right or obligations hereunder, at any one time, shall not be deemed waiver of the right of such party to exercise such rights or obligations in the future.

Section 5 – Amendment to this Agreement

This agreement may only be amended by a written instrument executed by the duly authorized representative of both parties thereto.

Section 6 – Discrimination

No teacher shall be discriminated against in any manner by reason of their membership or participation, or non-membership or non-participation in the activities of the Gardner Education Association.

Section 7 – Negotiations and Grievance Sessions

Negotiations and Grievance sessions will not be held during school hours to the extent this is practicable. If Negotiations and Grievance sessions are held during a regular school day, such members of the Gardner Education Association as are required to attend, will be paid their regular pay during the regular school day.

Section 8 – Severability Clause

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be valid except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

Section 9 – Non-Teaching Duties

The parties agree that teachers should not be required to perform the following non-teacher duties:

1. Collecting money from students for private enterprises. Although teachers may be required to collect and transmit the money to be used for educational purposes, they will not be required to tabulate or account for such money.
2. No registers.
3. Teachers in the elementary schools shall not be required to perform the following duties:
 - a. Before school duty
 - b. Lavatory Duty
 - c. Recess duty except in the case of an emergency as determined by the Superintendent. The teachers have the right to file a grievance if they do not agree that the situation constitutes an emergency.
 - d. Bus duty extending beyond the mutually agreed upon teacher dismissal time.

Section 10 – Teacher Facilities

The COMMITTEE shall make a reasonable endeavor to have the following facilities available in each school.

1. Space in each classroom in which teachers may safely store instructional material and supplies.

2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A serviceable desk and chair for the teacher in each classroom.
4. To the extent possible, a communication system so that the teachers can communicate with the Main Building Office from their classroom.
5. Well-lighted and clean rest room facilities for teachers.
6. A separate dining area for the exclusive use of teachers.
7. An adequate portion of the parking lot available at the school for teacher parking.

Provisions of this paragraph shall not be subject to the Grievance and Arbitration procedures provided in this agreement.

Section 11 – Grant Writing

A person writing a grant will have a letter of commendation placed in his or her file.

Section 12 – Longevity

Longevity will be paid in accordance with the following schedule:

After 5 years of service in a role covered by this bargaining unit \$250

After 10 years of service in a role covered by this bargaining unit \$750

After 15 years of service in a role covered by this bargaining unit \$1250

After 20 years of service in a role covered by this bargaining unit \$1750

After 25 years of service in a role covered by this bargaining unit \$2250

After 30 years of service in a role covered by this bargaining unit \$2750

After 35 years of service in a role covered by this bargaining unit \$3250

The determination date to be used is the last day of the school year. A lump sum payment will be made at the end of the school year. Notice of a teacher's longevity eligibility amount will be given in June along with a copy of the above longevity amounts listed in the contract.

Section 13 – Home Tutoring Rate

Home tutoring will be at the rate of fifty dollars (\$50.00) per hour.

Section 14 – Mileage Reimbursement

Approved mileage will be reimbursed at IRS rate.

Section 15 – School Choice

Children of the members of this collective bargaining unit will be given priority under the School Choice program to attend Gardner schools in grades 1-12.

Article XXI – Duration

This Agreement and its provisions shall be effective from July 1, 2015 through June 30, 2018, provided however that either party may upon, on or before the first day of February, give written notice of its desire to modify or terminate the agreement prior to July 2018.

Either party may terminate this Agreement by such notice as described above any time following the termination date set forth above by written notice to the other.

This Memorandum of Understanding is subject to ratification by the COMMITTEE and the ASSOCIATION. The parties agree to use their best efforts to obtain ratification by their respective bodies.

Signed in duplicate this 13th day of June 2016.

Gardner School Committee

Gardner Education Association, Unit A

Appendix A – Evaluation Criteria and Performance Standards

Appendix B – Salary Schedule

FY16 Teachers' Salary Schedule (184 Day Work Year, 1% Increase) Effective 07/01/15

Lane Step	B0 BA	B1 B+6	B2 B+12	B3 B+18	B4 B+24	B5 B+30
1	\$42,869.17	\$43,297.34	\$43,730.64	\$44,158.79	\$44,588.24	\$45,017.71
2	\$44,535.69	\$44,966.40	\$45,395.85	\$45,825.32	\$46,256.03	\$46,685.50
3	\$46,204.76	\$46,632.93	\$47,063.64	\$47,491.83	\$47,922.55	\$48,353.29
4	\$47,871.27	\$48,299.45	\$48,730.17	\$49,160.88	\$49,590.35	\$50,018.52
5	\$49,536.50	\$49,967.24	\$50,399.25	\$50,826.14	\$51,255.58	\$51,686.33
6	\$51,204.30	\$51,633.76	\$52,061.92	\$52,493.93	\$52,924.67	\$53,354.11
7	\$52,872.12	\$53,300.27	\$53,729.72	\$54,160.43	\$54,589.90	\$55,020.64
8	\$54,538.63	\$54,968.07	\$55,398.80	\$55,828.26	\$56,256.41	\$56,685.88
9	\$56,205.14	\$56,635.86	\$57,066.60	\$57,494.77	\$57,924.21	\$58,354.94
10	\$57,871.65	\$58,299.81	\$58,729.27	\$59,162.57	\$59,593.28	\$60,020.19
11	\$59,539.46	\$59,967.61	\$60,398.33	\$60,827.81	\$61,257.25	\$61,689.25
12	\$61,205.95	\$61,636.69	\$62,064.84	\$62,495.59	\$62,923.76	\$63,354.49
13	\$62,873.77	\$63,303.20	\$63,732.65	\$64,162.11	\$64,592.83	\$65,022.29
14	\$68,118.17	\$68,547.59	\$68,978.32	\$69,406.50	\$69,835.95	\$70,267.95

Lane Step	M0 MA	M1 M+6	M2 M+12	M3 M+18	M4 M+24	M5 M+30	M6 M+45	M7 M+60	CAGS/ Doctorate
1	\$45,729.16	\$46,161.17	\$46,589.34	\$47,018.78	\$47,448.23	\$47,878.96	\$48,732.73	\$49,590.35	\$50,373.88
2	\$47,398.25	\$47,826.40	\$48,255.86	\$48,686.60	\$49,117.31	\$49,545.48	\$50,401.84	\$51,255.58	\$52,034.66
3	\$49,063.48	\$49,492.92	\$49,923.65	\$50,353.10	\$50,781.26	\$51,213.30	\$52,068.34	\$52,924.67	\$53,702.66
4	\$50,731.28	\$51,172.10	\$51,591.45	\$52,019.62	\$52,447.76	\$52,879.80	\$53,734.85	\$54,589.90	\$55,365.08
5	\$52,397.78	\$52,829.81	\$53,257.97	\$53,686.14	\$54,116.86	\$54,547.62	\$55,401.37	\$56,256.41	\$57,027.14
6	\$54,063.03	\$54,495.04	\$54,923.20	\$55,355.21	\$55,782.09	\$56,214.12	\$57,070.45	\$57,926.78	\$58,691.42
7	\$55,732.09	\$56,161.53	\$56,592.28	\$57,019.17	\$57,449.90	\$57,880.64	\$58,735.67	\$59,593.28	\$60,362.03
8	\$57,399.91	\$57,830.62	\$58,257.52	\$58,688.24	\$59,116.40	\$59,548.43	\$60,402.18	\$61,257.25	\$62,029.09
9	\$59,063.85	\$59,495.86	\$59,926.58	\$60,354.75	\$60,785.50	\$61,213.65	\$62,069.99	\$62,923.76	\$63,685.14
10	\$60,731.63	\$61,162.38	\$61,591.82	\$62,023.83	\$62,450.72	\$62,882.74	\$63,736.49	\$64,592.83	\$65,355.02
11	\$62,398.15	\$62,830.17	\$63,258.34	\$63,687.78	\$64,119.80	\$64,549.26	\$65,404.31	\$66,259.35	\$67,021.33
12	\$64,068.52	\$64,496.69	\$64,926.13	\$65,355.57	\$65,785.04	\$66,213.20	\$67,070.82	\$67,927.15	\$68,694.72
13	\$65,731.17	\$66,164.48	\$66,593.93	\$67,023.38	\$67,451.56	\$67,880.99	\$68,738.62	\$69,593.67	\$70,352.24
14	\$70,974.30	\$71,403.76	\$71,834.47	\$72,263.93	\$72,692.09	\$73,121.54	\$73,979.15	\$74,834.20	\$75,582.54

FY17 Teachers' Salary Schedule (184 Day Work Year, 1% Increase) Effective 07/01/16

Lane Step	B0 BA	B1 B+6	B2 B+12	B3 B+18	B4 B+24	B5 B+30
1	\$43,297.86	\$43,730.31	\$44,167.95	\$44,600.38	\$45,034.12	\$45,467.89
2	\$44,981.05	\$45,416.06	\$45,849.81	\$46,283.57	\$46,718.59	\$47,152.36
3	\$46,666.81	\$47,099.26	\$47,534.28	\$47,966.75	\$48,401.78	\$48,836.82
4	\$48,349.98	\$48,782.44	\$49,217.47	\$49,652.49	\$50,086.25	\$50,518.71
5	\$50,031.87	\$50,466.91	\$50,903.24	\$51,334.40	\$51,768.14	\$52,203.19
6	\$51,716.34	\$52,150.10	\$52,582.54	\$53,018.87	\$53,453.92	\$53,887.65
7	\$53,400.84	\$53,833.27	\$54,267.02	\$54,702.03	\$55,135.80	\$55,570.85
8	\$55,084.02	\$55,517.75	\$55,952.79	\$56,386.54	\$56,818.97	\$57,252.74
9	\$56,767.19	\$57,202.22	\$57,637.27	\$58,069.72	\$58,503.45	\$58,938.49
10	\$58,450.37	\$58,882.81	\$59,316.56	\$59,754.20	\$60,189.21	\$60,620.39
11	\$60,134.85	\$60,567.29	\$61,002.31	\$61,436.09	\$61,869.82	\$62,306.14
12	\$61,818.01	\$62,253.06	\$62,685.49	\$63,120.55	\$63,553.00	\$63,988.03
13	\$63,502.51	\$63,936.23	\$64,369.98	\$64,803.73	\$65,238.76	\$65,672.51
14	\$68,799.35	\$69,233.07	\$69,668.10	\$70,100.57	\$70,534.31	\$70,970.63

Lane Step	M0 MA	M1 M+6	M2 M+12	M3 M+18	M4 M+24	M5 M+30	M6 M+45	M7 M+60	CAGS/ Doctorate
1	\$46,186.45	\$46,622.78	\$47,055.23	\$47,488.97	\$47,922.71	\$48,357.75	\$49,220.06	\$50,086.25	\$50,877.62
2	\$47,872.23	\$48,304.66	\$48,738.42	\$49,173.47	\$49,608.48	\$50,040.93	\$50,905.86	\$51,768.14	\$52,555.01
3	\$49,554.11	\$49,987.85	\$50,422.89	\$50,856.63	\$51,289.07	\$51,725.43	\$52,589.02	\$53,453.92	\$54,239.69
4	\$51,238.59	\$51,683.82	\$52,107.36	\$52,539.82	\$52,972.24	\$53,408.60	\$54,272.20	\$55,135.80	\$55,918.73
5	\$52,921.76	\$53,358.11	\$53,790.55	\$54,223.00	\$54,658.03	\$55,093.10	\$55,955.38	\$56,818.97	\$57,597.41
6	\$54,603.66	\$55,039.99	\$55,472.43	\$55,908.76	\$56,339.91	\$56,776.26	\$57,641.15	\$58,506.05	\$59,278.33
7	\$56,289.41	\$56,723.15	\$57,158.20	\$57,589.36	\$58,024.40	\$58,459.45	\$59,323.03	\$60,189.21	\$60,965.65
8	\$57,973.91	\$58,408.93	\$58,840.10	\$59,275.12	\$59,707.56	\$60,143.91	\$61,006.20	\$61,869.82	\$62,649.38
9	\$59,654.49	\$60,090.82	\$60,525.85	\$60,958.30	\$61,393.36	\$61,825.79	\$62,690.69	\$63,553.00	\$64,321.99
10	\$61,338.95	\$61,774.00	\$62,207.74	\$62,644.07	\$63,075.23	\$63,511.57	\$64,373.85	\$65,238.76	\$66,008.57
11	\$63,022.13	\$63,458.47	\$63,890.92	\$64,324.66	\$64,761.00	\$65,194.75	\$66,058.35	\$66,921.94	\$67,691.54
12	\$64,709.21	\$65,141.66	\$65,575.39	\$66,009.13	\$66,442.89	\$66,875.33	\$67,741.53	\$68,606.42	\$69,381.67
13	\$66,388.48	\$66,826.12	\$67,259.87	\$67,693.61	\$68,126.08	\$68,559.80	\$69,426.01	\$70,289.61	\$71,055.76
14	\$71,684.04	\$72,117.80	\$72,552.81	\$72,986.57	\$73,419.01	\$73,852.76	\$74,718.94	\$75,582.54	\$76,338.37

There will be a reopener for the salary schedule to be effective for the school year 2017-18. The parties agree to establish a joint committee which will meet on or before September 15, 2016 to study the existing salary schedule and the number of columns and to come up with a recommendation for a new salary schedule on/or before February 1, 2017. After receiving the recommendations of the joint study committee, the parties will meet on/or before February 15, 2017 to negotiate the salary schedule for the 2017-2018 school year. The tentative agreement reached on salary for the 2017-18 school year as a result of the re-opener is subject to ratification by both parties.

Appendix C – Co-Curricular Activities

Location	Position	Year 1 (12-13)	Year 2 (13-14)	Year 3 (14-15)
District	Mentor Program Steering Committee Co-Chairs Mentors (per mentee)	\$1,750 each \$500	\$1,750 each \$500	\$1,750 each \$500
District	Summer School Teacher Summer School Director	\$50 per hour \$50 per hour	\$50 per hour \$50 per hour	\$50 per hour \$50 per hour
GHS	Student Council Advisor	\$554.35 each	\$1600	\$1630
GHS	Senior Class Advisor	\$1,663.04 each	\$4000	\$4080
GHS	Junior Class Advisor	\$1,219.56 each	\$3000	\$3060
GHS	Sophomore Class Advisor	\$776.08 each	\$2000	\$2040
GHS	Freshman Class Advisor	\$776.08 each	\$2000	\$2040
GHS	Newsletter/Newspaper	\$277.17		
GHS	Literary magazine	\$665.22		
GHS	Newsletter/Newspaper/Literacy Magazine		\$1000	\$1020
GHS	Yearbook Advisor	\$1,663.04	\$2000	\$2040
GHS	Yearbook Editor		\$500	\$510
GHS	Yearbook Assistant	\$1,108.69		
GHS	SADD Advisor	\$332.61	\$500	\$510
GHS	Gay-Straight Alliance		\$500	\$510
GHS	Women in Technology		\$500	\$510
GHS	Women's Choir	\$665.22	\$700	\$710
GHS	Debate Club Advisor	\$1,940.21	\$500	\$510
GHS	Drama Club Advisor	\$1108.69	\$500	\$510
GHS	Director, Musical or Play	\$1,330.43	\$1800	\$1840

GHS	Musical Director	\$831.52	\$1000	\$1020
GHS	Chorus	\$665.22	\$900	\$920
GHS	Symphonic Band	\$1,108.69	\$1500	\$1530
GHS	Marching Band	\$2,771.73	\$3200	\$3260
GHS	Assistant Marching Band	\$1,552.17	\$1500	\$1530
GHS	Color Guard	\$2,660.86	\$2900	\$2960
GHS	Marching Percussion	\$2,660.86	\$2900	\$2960
GHS	Jazz Band	\$554.25	\$700	\$710
GHS	Business Manager (Play)	\$800	\$800	\$820
GHS	Business Manager (Musical)	\$800	\$800	\$820
GHS	Choreographer (Musical)	\$600	\$800	\$820
GHS	Jazz Band II	\$554.35	\$550	\$560
GHS	National Honor Society Advisor	\$400	\$600	\$610
GHS	Piano Accompanist (Musical)	\$600	\$600	\$610
GHS	Peer Advisor	\$332.61	\$500	\$510
GHS	Set Designer (Play)	\$2,000	\$800	\$820
GHS	Set Designer (Musical)	\$2,000	\$800	\$820
GHS	Detention Supervisor	\$5,000	\$5,000	\$5100
GHS	Piano Accompanist (Chorus)	\$221.74	\$600	\$610
GHS	Department Heads	\$1,108.69	\$1200	\$1220
	+ Per Teacher	\$221.74	\$200	\$200
GHS	Non-specified Co-Curricular (up to 4 positions @ \$500 each for yr. 2 and \$150 each for yr. 3)	\$1,995	\$2000	\$2040
GMS	Art Club	\$600	\$500	\$510
GMS	Chorus	\$554.35	\$600	\$610
GMS	History Club	\$332.61	\$500	\$510
GMS	Environmental School Advisor(6 th Grade)	\$332.61	\$350	\$360
GMS	World Language Club	\$332.61	\$350	\$360
GMS	Director, Musical or Play	\$831.52	\$900	\$920

GMS	Musical Director (Musical)	\$332.61	\$500	\$510
GMS	Band	\$554.35	\$750	\$770
GMS	Jazz Band	\$554.35	\$750	\$770
GMS	Singers	\$277.17	\$400	\$410
GMS	Piano Accompanist	\$554.35	\$600	\$610
GMS	Detention Supervisor	\$2,500	\$3000	\$3060
GMS	Yearbook Advisor	\$332.61	\$500	\$510
GMS	Forensics Club		\$350	\$360
GMS	Student Government		\$350	\$360
GMS	Non-specified Co-Curricular (up to 4 positions @ \$500 each for yr. 2 and \$510 each for yr. 3)		\$2000	\$2040
ESS	Stage and Props	\$500	\$500	\$510
ESS	Recorder Club	\$500	\$500	\$510
ESS	Band	\$1,108.69	\$1200	\$1220
ESS	Chorus	\$665.22	\$700	\$710
ESS	Piano Accompanist	\$221.74	\$400	\$410
ESS	Director, Musical or Play	\$831.52	\$900	\$920
ESS	Intramurals (2 seasons)	\$1,400	\$1,400	\$1,430
ESS	Intramurals (3 seasons)	\$2,000	\$2,000	\$2,040
ESS	Peer Mediation Advisor	\$1,510.87	\$1600	\$1630

Amount shown for each position represents the total amount, either shared or individual. Joint applications will be considered.

Any change to the positions or stipends listed above will be subject to Article XX, Section V.