

AGREEMENT

Between the

GLOUCESTER SCHOOL COMMITTEE

and the

GLOUCESTER TEACHERS ASSOCIATION

Effective September 1, 2021 to August 31, 2024

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ARTICLE ONE

RECOGNITION

Section A

The Gloucester School Committee, hereinafter referred to as the Committee, recognizes the Gloucester Teachers Association, hereinafter referred to as the Association, for purposes of collective bargaining, as the exclusive representative of the members of Unit A including Title I teachers, but excluding the Superintendent, Assistant Superintendent, Administrative Assistant to the Superintendent, managerial, and/or confidential employees as defined in Chapter 150E of the General Laws of Massachusetts as defined in the election conducted by the Massachusetts Labor Relations Commission on December 1, 1966, (MCR 83). Academic coaches are members of the teacher bargaining unit. Any and all bargaining Unit A positions will be posted in accordance with the contract.

Unless otherwise indicated, the word “teacher” will be used to refer to any and all personnel covered by this agreement.

Section B

The Gloucester Teachers Association, as duly elected representatives of the Teachers in the Gloucester School System covered by this Agreement, agrees that for the term of this Agreement it shall not involve itself or its membership in any violation of the General Laws, Chapter 150E, Section 9A(a), that is, inducing, encouraging, or condoning any strike, work stoppage, slowdown, or the withholding in whole or in part of contractual services.

ARTICLE TWO

MANAGEMENT RIGHTS

Subject to the provisions of whatever agreement may be reached herein related to questions of wages, hours, and other conditions of employment, the Gloucester School Committee and the Superintendent of Schools reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities, to control, supervise, and manage the Gloucester Public Schools and the professional staff under governing law, ordinances, and rules and regulations. In all matters under this Agreement, calling for exercise of judgment of discretion on the part of the Gloucester School Committee and/or the Superintendent, the decision of the School Committee and/or the Superintendent shall be final and binding if made in good faith; i.e., not arbitrarily, capriciously, or without rational basis in fact, except where some other standard of grievability or arbitrability is set forth in this Agreement.

ARTICLE THREE

NEGOTIATION PROCEDURE

Section A – Negotiation Procedure

Not later than January 3 of the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations with the Association over a successor agreement in accordance with the procedure set forth herein, a good-faith effort to reach agreement concerning teachers' wages, hours, and other conditions of their employment. Such negotiations will apply to all teachers and will be reduced to writing and signed by the Committee and the Association.

During negotiations, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. The Committee and the Association will make available for each other data needed to clarify the item under discussion, upon request. Either party may, if it so desires, utilize the services of outside consultants, negotiators, and may call upon professional and lay representatives to assist in the negotiations.

Section B - Negotiable Proposals Not Covered by Agreement

If the Association desires to make any proposal, the precise matter of which is not covered by this Agreement, was not raised during negotiations and which is a mandatory subject of bargaining, it may submit such proposal in writing to the Committee by placing it on the agenda of the next regularly scheduled meeting of the Committee. Such proposals shall be delivered to the office of the Superintendent of Schools at least five (5) working days prior to such meeting. The Committee and the Association will arrange for the mutually satisfactory time and place for a meeting to negotiate over such proposal within fifteen (15) days after the date of such School Committee meeting, unless by mutual written agreement an extension of time for such meeting is arranged. During the initial and subsequent negotiation meetings, the Committee and the Association will make available relevant data, exchange points of view, and make proposals and/or counter proposals.

The Committee and the Association will make available for each other data needed to clarify the items discussed. Either party may, if it so desires, utilize the services of outside consultants, negotiators, and may call upon professional and lay representatives to assist in the negotiations.

Section C

If the negotiators described in Sections A and B hereof have reached an impasse, the procedure described in Chapter 150 E of the General Laws will be followed.

Section D - General

1. If the Committee adopts or changes policy which directly affects wages, hours, or other conditions of employment covered or not covered by this Agreement, the Committee will notify the Association in writing within five (5) working days after said policy has been adopted. The Association will have the right to negotiate with the Committee within five (5) working days after receipt of said notice.
2. Any agreement reached with the Committee, will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to the current contractual Agreement.

3. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 150 E. The Committee further agrees not to negotiate with any individual teacher or teachers' organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.
4. In the interest of sound education, the Committee and the Association welcome suggestions relating to the formation of, and application for, all grants. However, the Committee is and must be the sole approving authority.
5. This Agreement shall be printed in a mutually agreeable format, with the cost of the printing shared equally by the parties.

ARTICLE FOUR

GRIEVANCE PROCEDURE

Section A - Definitions

1. A grievance is a claim based upon an act or condition which affects the wages, hours and/or other conditions of employment of a teacher, group of teachers, and/or the interpretation or application of the terms of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. Any "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. A class action grievance is a grievance involving more than **one teacher** or teachers from more than one building.
5. "Day" or "days" where used in this Grievance Procedure shall mean, unless otherwise indicated, school days for members of the Unit.
6. "LEVEL" as used in this Grievance Procedure shall mean the separate and distinct stages to be followed in sequential order in the processing of grievances.
7. "Association" where used in this Grievance Procedure shall mean the recognized negotiation organization for the Unit.
8. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that the member may not be represented under this contract by a representative or an officer of any teacher organization other than the Association. When the Association does not represent a teacher, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Level One.

Section B - Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as appropriate at any level of the procedure.
2. In the interests of both the administrator involved and the Professional Rights and Responsibilities Committee of the Association, no contact shall be made with a School Committee member or administrator on an informal basis until the grievance has formally reached the full Committee through the appropriate levels or is settled at a lower level.
3. Grievances should be processed as rapidly as possible. The number of days indicated at each level shall be considered as a maximum, and good faith effort shall be made to expedite the process. The time limits may be extended by mutual agreement. No grievance shall be recognized by the association or the School Committee unless it shall have been filed in writing or discussed in a joint meeting at LEVEL ONE within fifty (50) days after the occurrence of their claim. In the event a grievance is filed on or about June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to any party of interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.
4. If, in the judgment of the Association, a grievance affects a group of Unit members and two or more principals or no principal, the Association may submit such a grievance in writing to the Superintendent and the processing of the grievance shall begin at LEVEL TWO.
5. Neither the School Committee nor any member of administration will take reprisals of any nature against any grievant, party in interest, Association representative, or any other participant in the Grievance Procedure because of participation in the Grievance procedure.
6. During the processing of the grievance through the various levels of the procedure, timely filing must be made, or the grievance will be considered waived.
7. All written or printed matter dealing with any grievance will be filed separately from any other records maintained by the District and will not become a part of the personnel file of any grievant.
8. The school Committee will make available to any aggrieved person and/or representative(s) all pertinent information which is relevant to the issues raised by the grievance.
9. When it is necessary for employees of the District to attend a meeting or hearing called by Administration to resolve a grievance, such employees shall be provided released time without loss of pay for such time as their attendance is required at such meeting or hearing. Notification to such employees' immediate supervisor will be made by the appropriate level administration. Necessary arrangements will be made to avoid interruption of the regular school duties of such employee(s).

10. Any party of interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that the member may not be represented under this contract by a representative or an officer of any teacher organization other than the Association. When the Association does not represent a teacher, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Level One.

Section C – Procedure

INFORMAL CONFERENCE: Prior to the filing of a grievance at LEVEL ONE, the employee shall discuss the matter with his/her immediate supervisor in an effort to resolve the issue(s) informally. The aggrieved employee (1) may request that the Association’s representative or some other person be in attendance. If the informal conference cannot be held before the deadline for filing at LEVEL ONE, the deadline may be extended to a mutually agreed upon date.

1. Level One

Principals and/or Immediate Supervisor

If not resolved informally, the grievant may file the grievance in writing with the immediate supervisor. The written grievance will state the nature of the alleged violation, and the relief requested. The immediate supervisor will provide a written answer to the reason(s) therefore to the grievance within ten (10) days and will provide a copy of that decision to the Grievant, the Chairman of PR&R and to the President of the Association.

2. Level Two

Superintendent

- (a) If the grievance has not been resolved at LEVEL ONE, it may be appealed in writing by the Association to the Superintendent within ten (10) days after receipt of the written decision from LEVEL ONE.
- (b) The Superintendent and/or the Superintendent’s designee will meet with the aggrieved employee and their representative(s) within ten (10) days of the receipt of the written grievance from the Association in an effort to resolve the grievance.
- (c) Within ten (10) days after hearing the grievance, the Superintendent will render a written decision including the reason(s) therefore to the Grievant, the Chairman of PR&R and to the President of the Association.

3. Level Three

School Committee

- (a) If the grievance has not been resolved at LEVEL TWO, or if no decision has been rendered in writing within ten (10) days after the hearing, and the Association deems to do so, the grievance may be appealed to the School Committee within ten (10) days after receipt of the written decision or the ten (10) day period in which no decision was rendered.
- (b) The School Committee and/or representative(s) will meet with the grievant and/or representative(s) within ten (10) days after receipt of the written grievance in an effort to resolve the grievance.

- (c) Within ten (10) days after hearing the grievance, the School Committee will render a written decision including the reason(s) therefore the Grievant, the Chairman of PR&R and the President of the Association.

4. Level Four

Arbitration

- (a) If the grievance has not been resolved at LEVEL THREE, or if no decision has been rendered in writing within ten (10) days after the School Committee heard the grievance, and the Association deems to do so, the Association may demand arbitration. Such demand must be made within fifteen (15) days after receipt of the School response or the fifteen (15) day period of no response. Within ten (10) days of the demand for arbitration, the School Committee and the Association and/or representative(s) will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator pursuant to the voluntary labor rules of the American Arbitration Association.
- (b) The arbitrator so selected will hold a hearing promptly and will issue his/ her decision as expeditiously as possible at the conclusion of all necessary submissions. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on issues submitted.

The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of the agreement. The decision of the arbitrator will be submitted to the Superintendent, School Committee, and to the Association and which shall be final and binding, subject to Massachusetts General Laws, Chapter 150C.

- (c) The costs for the services of the arbitrator will be borne equally by the Committee and the Association.
- (d) Either party may request that an official stenographic record of the testimony at the hearings be made. The party requesting such record shall pay the costs thereof except that if the other party shall request a copy of any transcript, it shall share the entire cost of making the stenographic record.

ARTICLE FIVE

SALARY PAYMENT

Section A

The salary schedule for all persons covered by this agreement is set forth in Appendix "A" which is attached hereto and made a part hereof.

Section B

All persons on an annual salary shall be paid bi-weekly on a 10-month (21 pay periods) or 12-month (26 pay periods) basis at the option of the individual. In years when the first pay period of the work year occurs prior to the start of the school year, there will be 27 pay periods. Teachers paid on the 12-month basis may request the balance of their annual salary on the last scheduled pay day of the school year providing such request shall be made to the appropriate person in the Superintendent's Office by May 20. A teacher's pay selection will remain the same from year to year unless he or she notifies the Payroll Department in writing by August 1st of a change in payment schedule. All salary payments will be made by direct deposit.

Section C

The first paycheck of each school year will be accompanied by updated information on a teacher's current step and column placement. In addition, any adjustments to paychecks will be explained on the corresponding paycheck at the time of the adjustment.

Section D

Teachers shall give the Superintendent thirty (30) days' notice prior to termination of service. A teacher who completes the school year and complies with the notice provision herein is entitled to health insurance through August 31.

A teacher with a minimum of ten (10) years in the Gloucester Public School System, who gives notice to the Superintendent of schools of his/her retirement one school year in advance (prior to September 1 of his/her final school year) will receive an additional \$1,000 upon retirement. It is understood that:

1. The request and benefit will run concurrently with the annual teacher contracts.
2. The benefit will not be paid in the event that this notice of retirement is withdrawn, and any monies paid under this clause must be returned.
3. The benefit will only be paid for the year, which concludes with retirement.

A teacher with a minimum of ten (10) years in the Gloucester Public School System who plans on retiring during a school year (prior to the end of the school year) is eligible for a \$1,000 incentive upon their official retirement if they provide written notice nine (9) months prior to the date of retirement.

ARTICLE SIX

TEACHING HOURS and TEACHING LOAD

Section A

1. The workday of elementary and middle school teachers will begin twelve (12) minutes before the official starting time for students, but no earlier than 7:30 a.m. During said twelve (12) minutes, teachers may be assigned duties and/or be required to be in their homeroom. Effective January 3, 2005, Association members at Gloucester High School shall report to work ten (10) minutes before the start of the student day. Currently, the student day begins at 7:30 AM and Association members will report no later than 7:20 AM.

The teachers shall be permitted to leave when their professional obligations have been fulfilled which shall be no sooner than five (5) minutes after the official dismissal time for students.

Professional obligations shall include providing, on a regular basis, appropriate after school assistance to students commensurate with the students' needs, conference with parents, and conferences with colleagues to discuss student and curriculum related matters.

At the beginning of the school year, each teacher shall submit to the building principal a written plan describing how they will provide outside the regular school day assistance to students on a regular basis in accordance with this section.

Nothing herein shall prevent any teacher from volunteering to participate in flexible scheduling plans involving later starting and dismissal times, with the teacher's regular teaching load. Any such obligations for voluntary participation shall end with the contractual year.

2. Each teacher will have a duty-free lunch period of at least thirty (30) minutes per day.
3. Middle and high school teachers may be required to attend twenty (20) hours of after school meeting times per year. Meeting time will be between 30 minutes and 90 minutes and shall commence no later than fifteen (15) minutes after student dismissal time. The twenty (20) hours will be used, *inter alia*, for collaborative school-based work on improving teaching and learning, and the assessment, recording and reporting of student achievement, professional learning community building, and essential school administration. The Principal will consult with faculty on the details of the program and the schedule of meetings and provide a schedule for the year no later than the teachers' first day of school.

Under ordinary circumstances, agendas will be distributed no later than 48 hours prior to the meetings and association members shall receive at least five (5) work days notice prior to any meeting. Meetings may be rescheduled or changed, with ten (10) work days' advance notice. The hours will be scheduled on Tuesday unless the Association and the Superintendent agree to schedule the time on other days.

4. Teachers may be required to perform their Gloucester Educator Evaluations in the after school meetings described herein, subject to the conditions outlined herein.
5. Teachers shall be required to attend meetings only when they are directly related to the school program. Attendance at other meetings when parents are present is encouraged. However, attendance will be at the option of the individual teacher.
6. Teachers of students in substantially-separate classrooms, other than language-based programs and Learning Center, are required to be safety care certified and be able to execute the physical requirements of safety care.

Section B

1. The work year of a teacher (other than new personnel who may be required to attend orientation sessions) will begin after Labor Day in years in which Labor Day falls on September 1st, 2nd, or 3rd and will begin before Labor Day in years which Labor Day falls on September 4th, 5^h, 6th, or 7th. During years in which the work year of a teacher begins before Labor Day, teachers will not be required to work the Friday before the Labor Day weekend. The work year of a teacher will terminate no later than June 30th but in no event will be longer than three (3) days more than the days when pupils are required to be in attendance as determined by the Committee. In the event the Committee should establish a work year that exceeds by more than three (3) days the minimum pupil attendance days established by the State Board of Education, each teacher shall receive (1) one extra day's compensation for each such excess day worked by the teacher. The "work year" will include days at the beginning of the school year, conference days, and any other days on which teachers' attendance is required and will exclude Sunday, holidays and (except as absolutely necessary) Saturdays. Saturday work, where justified on grounds of necessity, shall only be scheduled after advanced discussion with the Association concerning the conditions under which such work will be performed. Effective September 1, 1999, two (2) of the additional three (3) full days shall be used for professional development, one-and one-half days for professional development or classroom preparation at the discretion of the teacher and one-half day for administrative purposes.

The Committee and the Association agree to form a subcommittee to review and revise the Program Leader job description to reflect the current job responsibilities and expectations.

The work year of the Program Leaders shall include their attendance prior to the opening of school at orientation of new members to their departments. In addition, the work year shall include their attendance prior to orientation to review shipments and invoices to ensure that the department is equipped for the beginning of classes.

It is the intent of the Administration and the Committee that whenever practicable, in the judgment of the Committee, the school year will be terminated when the minimum of 180 instructional days is met. (See MOA 2010, Item 5)

2. Guidance counselors may be required by the Superintendent to work five (5) consecutive days before and five (5) consecutive days after school. If so required to work, counselors will be paid at the per diem rate of 1/183 of the salary unless compensatory time can be mutually agreed upon. The work year, day, and hours for guidance counselors will be the same as those for teachers. A counselor shall staff the High School Guidance Office one (1) evening a week between the hours of 7:00 p.m. to 9:00 p.m. Said counselor shall receive compensation time for the extra hours.

3. Days in excess of 183 shall be compensated at the teacher's per diem rate.
4. The work year, day, and hours for psychologists will be the same as those for teachers.
5. Work Year New Hires: Teachers hired at Step One/Two of the salary schedule will work five (5) days in addition to the teacher work year and the regularly scheduled orientation session at their per diem rate. The Association will be invited to a portion of one of these days to make a presentation to the new teachers.

Section C

All classroom teachers (except Vocational school teachers) will have no more than the following assignment:

1. Gloucester High School

(25) Teaching periods per week.

(1) Preparation period per day.

Homeroom duty or corridor duty during homeroom period.

All non-teaching duties shall be assigned from year to year (term to term) on a rotating basis without regard to age, sex, or department membership.

Teachers will participate in Professional Learning Communities (PLC) and will be assigned one of the following duties in accordance with the following schedule:

One of the following duties per day: PLC, corridor duty, or cafeteria duty. Duties shall be assigned in accordance with the following schedule: in a seven (7) day cycle teachers will participate in PLC meetings during at least three (3) of the days, teachers will be permitted work on PLC objectives outside of PLC meetings during at least one day, and teachers will fulfill a corridor duty or cafeteria duty during the remaining days in the cycle.

PLC time is to be used, among other things, for collaborative school-based work on improving teaching and learning, and the assessment, recording, and reporting of student achievement. Program leaders and anyone teaching a sixth class are exempt from these duties.

2. O'Maley Innovation Middle School

- (a) The O'Maley Innovation Middle School schedule will be divided into large blocks of time which will be used at the discretion of the teaching team. Total teaching time shall not exceed 240 minutes per day for any teacher.

- (b) Consistent with the team concept, homeroom duty will be assigned to the teaching team. The duty may be rotated by and among the House members. In the absence of an agreement among the House members, the Principal or his/her designee will make the assignment. Remaining duties during homeroom time, including but not limited to morning bus duty will be assigned by the building Principal.

- (c) Each teacher will be assigned a daily duty-free preparation time of at least 40 consecutive minutes and will be assigned a duty each day, excluding the duties assigned in Section 2a. The duties will be evenly assigned amongst the teaching staff. The Principal for educationally sound reasons can make exceptions to the duty assignment after consultation with the Association. Traveling teachers will not be assigned a duty under this section.
- (d) One activity period will be established in each six (6) day cycle as an integral part of the middle school, planned jointly by the staff and the middle school administration. All middle school teachers will participate in these activity periods, each one not to exceed forty-five (45) minutes. The parties will develop a form for pre-approval of supplies for the activity period. The Principal will reimburse all requests processed in accordance with said form within thirty (30) days of the receipt of the form.

3. Elementary Schools

- (a) Teachers will be allowed to leave the classroom when a specialist is teaching in the classroom.
- (b) K-5 teachers will have cafeteria but no playground duty.
- (c) Three (3) one-half days will be provided for parent conferences. For the Term 1 parent conferences, educators shall provide parent conferences on two half days. Parents/Families will be able to schedule in-person and remote conferences. For Term 2 parent conferences, educators shall hold conferences on one half day and will offer in-person conferences to the family of each student as needed and/or if requested by a parent/guardian. Teachers will provide all conferences from the school building. In-person and remote options shall be offered to all families in all cases, and the choice of which type of conference shall be the family members' decision.
- (d) K-5 teachers will have a daily preparation period of thirty (30) minutes except in unforeseen or unusual circumstances. Teachers will accompany students to and from the specialists, but do not need to remain with the specialist throughout the teaching period.
- (e) Effective the 2017-2018 school year, elementary teachers will be required to work six hours after school in addition to the required twenty hours, totaling twenty-six hours. Effective the 2018-2019 school year, elementary teachers will be required to work seven hours after school in addition to the required twenty hours, totaling twenty-seven hours. Thirteen (13) hours for the 2017-2018 school year and fourteen (14) hours for the 2018-2019 school year will be planned by Administration in consultation with educators, which will include GTA appointed representatives.

Section D

The following shall have no more than:

1. Director of Athletics: two (2) teaching periods per day.
2. Program Leaders shall teach no more than four (4) periods per day. Coverage for the eliminated period of teaching will be provided within existing staff unless the Superintendent decides otherwise.

Section E

1. Nothing herein shall prevent a teacher from volunteering to teach in excess of the foregoing maximum teaching hours, provided that there shall result to him/her a commensurate reduction in non-teaching duties.
2. In cases of subjects meeting less than five (5) periods per week, the teacher's daily load may vary but will average one (1) free period for preparation per day in addition to their lunch period. However, the Committee will strive to the extent possible to guarantee the teacher one (1) duty-free period for preparation each day.
3. There will be a duty-free recess period of approximately fifteen (15) minutes each day in the elementary schools. This agreement does not preclude convenience arrangements between individual teacher or teachers and the administrators.
4. High school teachers who volunteer to teach an additional class for one (1) year shall be compensated at the rate of 20% of their annual salary.

Section F

Secondary school classroom teachers will not be required to teach more than two (2) subjects nor more than a total of four (4) teaching preparations within said subjects during any one (1) day.

Section G

Exception to the provisions of Sections C, D, E, and F above, may be made only if the Superintendent of Schools (or his designee) determines that it is necessary to do so in the best interest of the educational process. The Association will be notified in writing of each 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.

Section H

1. Teachers may sponsor clubs in school without extra compensation, but have the option of requesting compensation in salary negotiations. All such extra-curricular service must be recorded in their permanent records and be considered in any evaluation of their service.
2. All clubs and extracurricular activities must be approved by the administrator of the building, the Superintendent of Schools, and the Committee.
3. Teacher participation in such activities will be voluntary, but the teacher who volunteers or accepts such position, with or without compensation, shall be required to fulfill his/her obligation for the period for which the obligation was assumed unless a suitable replacement can be found.

4. The parties acknowledge the importance of parent/teacher partnership and communication. To this end, teachers will communicate with parents/guardians on a regular and timely basis and will make every effort to respond to parent inquiries within 48 hours barring extenuating circumstances.

ARTICLE SEVEN

CLASS SIZE

Section A

Recognizing that, in general, reductions in class size are conducive to improvements in education, the Committee will strive, to the extent possible in the judgment of the Committee, to achieve an average of not more than twenty-five (25) pupils per teacher in academic, business and vocational classes, exclusive of study halls, music, and lectures. A ratio of fifty (50) to one (1) is desirable for study halls and a ratio or no more than forty (40) to one (1) for physical education. For special needs, class size will be as determined by State Law.

A standing committee composed of members of the Association, Committee, and the Administration shall review class size each October to study and evaluate progress in this area. The Superintendent shall meet with faculty to discuss class sizes in each building with the Committee's Chairman of Class Size in attendance.

Section B

Disagreement as to Section A above will not be subject to the grievance procedure as outlined in Article Four of this contract.

ARTICLE EIGHT

NON-TEACHING DUTIES

Section A

The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his or her energies should be utilized to this end. The above language is not to be interpreted to suggest any obligation on the part of the Committee to strive to reduce the number or type of non-teaching duties set out in this contract.

Section B

1. Teachers will not be required to drive pupils to activities which take place away from the school building.
2. Teachers shall not be responsible for attendance registers.
3. Teachers shall not be liable for loss of money collected from students unless the loss is a result of negligence of said employee

ARTICLE NINE

TEACHER EMPLOYMENT

Section A

Full credit will be given for recent previous teaching experience upon initial employment. Additional credit, not to exceed three (3) years for military experience and not to exceed two (2) years for Peace Corps and other similar work directly related to education may be given upon initial employment.

Section B

Previously accumulated unused sick leave days will be restored to all returning teachers.

ARTICLE TEN

TEACHER ASSIGNMENT

Section A

Teachers will be notified in writing of changes 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 teach, and any special or unusual classes that they will have, as soon as practicable and under normal circumstances, not later than two (2) weeks after the approval of the school budget by the City Council or the close of school, whichever comes first.

Section B

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

Section C

To the extent possible, changes in grade assignment in the elementary schools and in subject assignment in the high school and middle schools will be voluntary.

Section D

In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. Such teachers will be notified of any changes in their schedules as soon as practicable. Teachers who are assigned to more than one school and/or home students in any one school day will receive the IRS rate of mileage reimbursement if mileage is recorded and attested to on a form provided by the Superintendent, or \$15.00 per month.

Section E

The program leaders will receive the IRS rate of mileage reimbursement, the mileage to be recorded and attested to on a form provided by the Superintendent.

Section F

Teacher assignments will be made without regard to race, creed, color, religion, nationality, sex or marital status.

Section G

The teaching load assigned to the Association president will be reduced to 60 percent. This applies to a high school teaching position only.

ARTICLE ELEVEN

TRANSFERS

Although the Committee and the Association recognize that some transfers of teachers from one school to another are unavoidable, they also recognize that frequent transfers of teachers may be disruptive of the educational process and interfere with optimum performance. Except as provided herein, no involuntary transfers will take place if there is a qualified volunteer available. Under most circumstances, qualified volunteers will be considered first. Where the Administration seeks to transfer a member involuntarily, without soliciting volunteers, it shall provide the member with reasons for the transfer. The Superintendent shall meet with the member within five (5) school days of the involuntary transfer. The Superintendent's judgment is final and binding unless reasons for the proposed transfer were arbitrary and capricious.

Therefore, they agree as follows:

Section A

Transfers will only be made when such transfer would be in the best interest of the teacher and/or the school system in the judgment of the Superintendent of Schools or his designee. Whenever possible, and consistent with the above paragraph, transfers shall be voluntary.

Section B

When involuntary transfers are necessary, a teacher's area of competence, a major and/or minor field of study, quality of teaching performance, and length of service in the Gloucester School system will be considered in determining which teacher is to be transferred. Teachers being involuntarily transferred will be transferred to a comparable position to the extent possible. A teacher who was involuntarily transferred solely due to a reduction in force or position elimination will be returned to the original position if restored within two (2) years of the involuntary transfer unless the Superintendent has cause to deny the transfer.

Section C

Notice of involuntary transfers will be given in writing to teachers as soon as practicable and under normal circumstances not later than two (2) weeks after approval of the school budget by the City Council or the close of school, whichever occurs first. The Association will be notified in writing of all such transfers.

Section D

Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such requests must be submitted between September 1 and March 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged either in writing or by means of an interview, and if requested, reasons for denial will be included therein.

ARTICLE TWELVE

VACANCIES AND PROMOTIONS

Section A

Whenever a vacancy occurs in a professional position, it will be adequately publicized by the Superintendent by means of a notice posted in each school as far in advance of the appointment as possible. If qualifications for the position are established, they will likewise be posted and they will not be changed without due notice to the Association.

Section B

All qualified teachers will be given adequate opportunity to make application for vacancies. It is the policy of the Committee to get the best qualified person whether from within the school system or outside the school system.

Section C

Appointments will be made without regards to race, creed, color, religion, nationality, sex, or marital status.

Section D

Regarding the posting of positions during the summer, the Association will furnish a list of interested members with their summer addresses to the Superintendent's Office for use during late June, July, and August as a mailing list. The Superintendent's Office staff will send out announcements of vacancies with qualifications, salaries to those on the list, regardless of their ability to meet the qualifications for the posted position.

ARTICLE THIRTEEN

POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL AND UNDER FEDERAL PROGRAMS

All openings for summer school and evening school positions and for positions under Federal programs will be adequately publicized by the Superintendent in each school building as early as possible.

ARTICLE FOURTEEN

TEACHER EVALUATION

Section A

All observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. Teachers will be shown a copy of any evaluation report prepared by their supervisors and will have the right to discuss the report with their supervisor. If any teacher refuses to sign, a copy of said report will be mailed by certified mail, return receipt requested to the teacher at his/her place of residence and the return receipt will be attached to the evaluation and placed on file if the teacher has not signed within five (5) more school days.

Section B

Teachers shall have access to records, which concern their work or themselves in accordance with the provisions of the Massachusetts General Laws, Chapter 71, Section 42C, which is made part of this agreement as follows:

School officials of cities and towns keeping school records concerning any teacher or his work shall, at the written request of the teacher, permit the teacher by appointment to inspect the contents of his personnel folder, files, cards and records and to make copies of such contents and records as concerns his work or himself.

Official or original reports/records will be kept in one place. It is understood and agreed that material concerning the teacher obtained at time of employment, and which was guaranteed to the supplier would remain confidential, is not open to the teacher's inspection and shall be kept in a different place from the material mentioned above.

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

Section C

Any serious complaint of substance regarding a teacher made to any member of the administration by any parent, student, or other person will be promptly called to the attention of the teacher.

Section D

The complete evaluation system language is located in Appendix B.

ARTICLE FIFTEEN

TEACHER FACILITIES

Section A

When practicable without substantial expenditure or remodeling which reduces instructional areas, each school will be equipped with the following facilities:

1. Space in each classroom in which teachers may safely store instructional materials and supplies.
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. An appropriately furnished room to be reserved for the exclusive use of the teachers as a faculty lounge. Said room will be of adequate size and will be in addition to the aforementioned teacher work area.
4. A serviceable desk and chair for the teacher in each classroom.

5. A well-lit and clean male teachers' restroom and a well-lit and clean female teachers' restroom.
6. A dining area separated from students which may be used by teachers, other school personnel, and visitors.
7. Adequate facilities at each school will be reserved for teacher parking.

Section B

When practicable without substantial expenditures or remodeling which reduces instructional areas, each school which uses the services of guidance and adjustment counselors shall have available the following facilities:

1. Adequate office space will be provided for each guidance and adjustment counselor to ensure privacy so that the intimacy of the counseling relationship is not jeopardized.
2. A serviceable desk and three (3) chairs will be provided for each office.
3. Each counselor will have a telephone.

Section C

All new buildings constructed will contain at least the facilities listed in Section A and Section B above, and the Association will be notified of such facilities in new buildings at the appropriate level of planning.

ARTICLE SIXTEEN

USE OF SCHOOL FACILITIES

Section A

The Association will have the right to use school buildings without rental fee, but will be responsible for other fees involved. Application for use of the building will follow the regular Committee procedure.

Section B

There will be one bulletin board in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other materials. Said bulletin board will be so placed only upon request of the teachers in that building. The advance approval of the Principal should be obtained before material is posted.

Section C

Teachers will not be prevented from wearing pins or other identification of membership in the Association or any other teacher organization.

ARTICLE SEVENTEEN

SICK LEAVE

Section A

1. Teachers without professional teacher status will be entitled to ten (10) sick leave days accrued one (1) day per month.
2. Teachers with professional teacher status will be entitled to seventeen (17) sick leave days per year, accrued at a rate of two (2) days per month.
3. In the case of a teacher who cannot report for duty on the first official day of school, sick leave days for that year will not become effective until the teacher actually starts duty.
4. A teacher whose employment is terminated during the school year or who commences employment during the course of the school year shall accrue sick days in the same manner as prescribed above. Any part of the sick leave allowance not used in any school year shall stand as credit to the teacher's account. Cumulative sick days shall become a part of cumulative days allowable up to the maximum of 165 days.

Section B

In addition to personal illness or injury, sick leave as referred to in Section A may be utilized for the following purposes:

1. One sick leave day may be utilized for emergency illness or injury to a second party that requires a teacher to make arrangements for necessary care.
2. Additional days required for care or arrangement of care for a second party may be granted at the discretion of the Superintendent.
3. Teachers may use five (5) days of their accumulated sick leave on an annual basis to care for an ill or injured member of the teacher's immediate family or a member of their household.

Section C

The Superintendent may demand proof under any section of this article.

Section D

1. Sick Leave Bank Committee - The sick leave bank shall be administered by a Sick Leave Bank Committee, hereafter called the SLBC, composed of two (2) members designated by the Association and two (2) members designated by the Committee. The SLBC shall determine the eligibility of employees requesting days from the bank and the amount, if any, of days to be granted. The decision of the SLBC with respect to eligibility and entitlement shall be final and binding and shall not be subject to the grievance and arbitration provisions of the contract.
2. Days - Each member of the bargaining association shall contribute one (1) day of his/her personal accumulation. Whenever the sick leave bank is exhausted it shall be renewed by the contribution of one (1) additional day by each member of the bargaining association. Unused days shall be carried over from year to year. Professional status teachers who have accumulated more than the maximum number of sick leave days will be eligible to donate up to fifteen (15) of their sick days to the sick bank on an annual basis.

3. Eligibility

- a. A written application for sick leave days must be submitted to the SLBC by the teacher or his/her authorized representative if the teacher is unable to complete the written application
- b. The teacher must have exhausted his/her annual and accumulated sick leave.
- c. The teacher requesting sick leave bank days must be a member of the bargaining association.
- d. Sick leave bank days may be granted for long-term illness or injury only.
- e. Medical evidence (outset and continuing) must be submitted to the SLBC if requested by the SLBC.
- f. Initial grant up to fifteen (15) days. An extension may be granted but each extension may not exceed fifteen (15) days.
- g. In determining eligibility, the SLBC shall take into account the teacher's past utilization of sick leave and sick leave bank days and such other factors that may be relevant.
- h. The teacher (or authorized representative if the teacher is unable) must indicate, in his/her written request to the SLBC, his/her intent to return to work.
- i. No more than one hundred eighty (180) days may be granted in any given school year.

Section E

If the building principal or the central administration believes that there is a violation of this section demonstrated by a pattern of absenteeism; i.e.:

- Monday/Friday
- Vast majority of days used each year
- Pattern of using sick leave days to extend vacation/holiday time
- Consecutive day off/repeat multiple days off
- They should report the alleged violation to the Superintendent.

The Superintendent, or his/her designee, shall be responsible for investigating possible violations. The Superintendent shall contact the Association President to notify him/her of any possible violations. In the event that there is a determination that there is a problem, then they shall attempt to facilitate a solution.

If the Superintendent determines that there is a violation, the teacher will be informed and the provisions of Article Twenty-Seven Sec. B shall be applicable.

ARTICLE EIGHTEEN

TEMPORARY LEAVES OF ABSENCE

Section A

Teachers will be entitled to the following temporary leaves of absence with pay each school year:

1. At least one day for the purpose of visiting other schools or attending meetings or conferences of an educational nature with the prior approval of the Superintendent. This day must be directly related to the teacher's professional growth plan.
2. Association representatives may be allowed to attend Massachusetts Teachers Association and/or National Education Association conferences and conventions with the approval of the Superintendent.
3. Time necessary for appearance in any legal proceeding connected with the teacher's employment in the Gloucester School System or connected with the Gloucester School System.
4. Teachers may be allowed up to five (5) days of absence immediately before and/or immediately after the funeral, without loss of pay, on account of a death in the immediate family. "Immediate family" is interpreted as meaning father, mother, parent, parents of spouse, child, husband or wife, brother or sister, or another relative who at the time of death was living in the same home as the teacher. A teacher may be absent one day per occurrence, without loss of pay, to attend the funeral of a relative not in the immediate family as defined above. A teacher, if excused by the Superintendent, may be absent one school session at any time to attend a funeral.
5. A maximum of ten (10) days per school year for persons called into a temporary active duty of any unit of the United States Reserve or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay they receive from the state or federal government.
6. Early dismissals at the end of a school year because of teacher participation in summer workshops will be at the discretion of the Superintendent. It is understood that such leaves will be granted whenever possible, and if requests cannot be granted, reasons for such refusal will be furnished to the teacher. If priorities become necessary, the teacher who has not been granted such requests previously will take precedence. Priority will also be granted to the teacher who plans to return to the Gloucester school staff the following September. Such leave will be without loss of pay and will not be charged against sick leave.

Section B

Leaves taken pursuant to Section A of this article will be in addition to any sick leave to which the teacher is entitled. No teacher will be required to arrange for his own substitute.

Section C

Three (3) personal days, which may be consecutive, will be provided upon approval of the Superintendent, who may waive the maximum number of days allowed. Requests shall be limited to items of personal business which cannot be dealt with during the after school, evening, and weekend periods. Personal days are not “entitlement days”. These days are built into the contract for “emergencies”. Emergencies are activities that cannot be done after normal working hours. Personal leave days may not be used to extend school vacation and/or long weekends. A bargaining association member may not use three (3) personal days per year unless the rationale fits the above criteria. Religious holidays will count as personal days. Teachers may convert unused personal days into sick days on an annual basis. The conversion will be automatic upon completion of the school year.

Section D

A teacher who is called for jury duty will receive jury pay in an amount equal to the difference between his base salary and the jury service fee for the days actually spent in jury service. The teacher must furnish evidence satisfactory to the Superintendent that he has performed jury duty on days for which payment is claimed. Jury duty will not be granted if jury service is on a previously authorized leave of absence or layoff. The teacher will notify the Superintendent within five (5) days of his notice to serve on the jury.

Section E

The Superintendent or his designee may grant other temporary leaves of absence with no obligation attached and with no grievance procedure available for a disappointed applicant.

ARTICLE NINETEEN

EXTENDED LEAVES OF ABSENCE

Section A

The Committee agrees that a teacher designated by the Association will, upon written request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in elected Association (Local, State, or National) activities on a full-time basis. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher returning from such leave may be assigned to any similar post based on his training and experience.

Section B

A leave of absence of one year without pay will be granted to any teacher who serves as an exchange teacher or two (2) years without pay for any teacher who joins the Peace Corps or Vista and is a full-time participant in any of such programs. Salary may be paid to a teacher serving as an exchange teacher if the program provides a teacher to serve in Gloucester and if the salary is paid by his school district in the foreign country.

Section C

Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such a leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the Gloucester School System during the period of his absence up to a maximum of three (3) years.

Section D

Per the Massachusetts General Law, Chapter 149 any teacher intending to take a maternity or parental leave of absence (See Appendix D) shall notify the Superintendent in writing as soon as practicable of the anticipated commencement of the leave. The teacher may apply in writing for up to six (6) consecutive months. The Superintendent shall grant such leave of absence without pay.

The staff member and the Superintendent of Schools shall arrange for a mutually agreed upon date of the leave of absence without pay and shall mutually arrange to have said leave of absence terminate so that the staff member shall return to work at the commencement of a term within the said six (6) month period, at the expiration thereof or next term thereafter, wherein said six (6) month leave of absence without pay may be so extended. Upon or in advance of her return to work she shall present proper medical certification evidencing her ability to return to work.

It is the intent of the parties hereto that this section be construed as consistent with Federal, State, and local law and regulations applicable.

It is further understood that should a teacher request to return earlier than as mutually agreed upon, such request shall be granted subject to the commitments and administrative convenience of the Gloucester School System as determined by the Superintendent and the aforesaid proper medical certification.

Nothing herein contained shall, other than as explicitly covered, further restrict or modify the vested rights of the Committee to properly manage and administer the Gloucester School System.

Section E

A leave of absence without pay or increment, up to one year, may be granted to a teacher with professional teacher status for the purpose of caring for a sick member of his/her immediate family. In cases of teachers without professional teaching status, such leave may not extend beyond the term of the present contract. Leave for teachers with professional teacher status may be extended at the discretion of the Committee.

Section F

The Superintendent may grant a leave of absence for at least one school year without pay or increment to any teacher with professional teacher status to campaign for, or to serve in a public office. Requests for such leaves must be submitted to the Superintendent at least thirty (30) days prior to the beginning of the school year.

Section G

A teacher with professional teacher status may be granted a leave of absence, without pay or increment, for up to one year for medical reasons. Request for such leave will be supported by appropriate medical evidence.

Section H

Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such medical reasons, except in the case of a teacher without professional teacher status when leave will be granted not to exceed the term of the contract.

Section I

All benefits to which a teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and he/she will be assigned to at least the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

Section J

All requests for extensions or renewals of leaves will be applied for in writing at least ninety (90) days prior to completion of leave except for medical emergencies. Decisions regarding said requests will also be in writing.

Section K

An application for a leave of absence under this Article, where applicable, shall mean a contract year in the case of a one-year request and, in the case of a six (6) months' request, a one semester teacher period within a contract year.

Section L

The Committee will grant necessary leave time to the Association President subject to the approval of the Superintendent.

Section M

The Superintendent may grant one-year non-extendible leave of absence to a teacher with professional teacher status effective from September 1 to August 31. To be eligible for said leave a teacher must apply on/or before March 15 of the school year preceding the leave.

The Superintendent can deny an application for said leave and his/her decision is final and binding.

Section N

Teachers on extended leave of absences are required to notify the Superintendent of their intention to return to the District the following school year by February 15 of their leave of absence year. Teachers who fail to notify the Superintendent by February 15 of their leave of absence year of their intention to return shall be designated as voluntarily resigning from the District. Prior to February 15 each year, the Superintendent will provide the Association president with the names of any and all bargaining association members who are on an extended leave of absence and are subject to the February 15 notification requirement.

ARTICLE TWENTY

SABBATICAL LEAVES

Section A

Upon the recommendation by the Superintendent of Schools, the Committee, subject to the following conditions, may grant sabbatical leaves for study or travel to a teacher:

1. No more than three (3) members of the professional staff covered by this Agreement will be absent on sabbatical leave at any one time.
2. Requests must be received by the Superintendent no later than March 1, and action must be taken no later than April 15 prior to the school year for which the sabbatical leave is requested. An alternate will be selected from a field of candidates
3. The teacher will have completed at least seven (7) consecutive full school years of service in the Gloucester School System.
4. Teachers on sabbatical leave will receive a supplement which can amount to three-fourths of their annual salary, if needed to add to any grant and thereby bring the teacher's income equal to and no larger than his/her annual salary.
5. Staff members must devote the entire time of the leave to the purpose for which leave was granted and must not engage in any type of work, teaching or otherwise, for which compensation is received. This prohibition would not apply to a grant received for purpose of study or research.
6. The teacher agrees to return to employment under conditions set forth in the General Laws, Chapter 71, Section 41-A.
7. The teacher will return to at least the same position.
8. Any teacher having previously received a sabbatical leave from the Gloucester School System must serve seven (7) additional years in the Gloucester schools before receiving another sabbatical leave.

TWENTY-ONE

SUBSTITUTE TEACHERS

Section A

Personnel who have met the state certification requirements will fill positions, which will be vacant for at least one (1) semester. If a certified substitute teacher is not available, qualified non-certified personnel will fill such vacancy.

Section B

It is the policy of the Gloucester Public Schools to engage paid substitutes to fill temporary absences which occur because of illness or other causes. When such absences occur and no substitutes are available or when it is necessary for a teacher to be absent from his/her duties for a short period of time, regular teachers, on a voluntary basis, may substitute for the absent teacher

during their non-teaching time. Such service will be without additional compensation and will be rendered in the spirit of cooperation.

Section C

Retired teachers may apply and the school district may contract with said applicants to teach and/or perform other duties as substitutes, for up to 45 days per year at the per diem rate of \$150.

Section D

Permanent Substitutes:

1. The following definitions apply to licensed teachers only and not to unqualified substitutes as described in this Article.
2. The permanent substitute teacher position applies to those who are filling in for one (1) complete school year and who will receive the full benefits of the collective bargaining agreement.
3. The permanent substitute teacher shall have no expectation of continued employment beyond the school year.
4. The letter of employment would indicate that the permanent substitute teacher would have no expectation of continued employment.
5. The time served by the permanent substitute teacher would count toward their professional teacher status.
6. The permanent substitute teacher would be subject to a ninety (90) day probation period (MGL Chapter 71, Section 42).
7. The permanent substitute teacher would work regular hours, attend staff meetings, after school meetings, and conferences, etc., i.e., they would be held to the same expectations regarding working conditions and hours as a teacher.
8. As stated above in (b), the licensed permanent substitute teachers would receive the full benefits of the collective bargaining agreement.
9. If a licensed permanent substitute teacher is invited to come back the following year as a full-fledged teacher, they would be eligible for tuition reimbursement for courses taken as indicated in the collective bargaining agreement, while a substitute. If the individual does not come back the next year, they are not eligible for tuition reimbursement.
10. Formal mentoring for a permanent substitute teacher is optional at the discretion of the superintendent.
11. The permanent substitute teacher could be called upon to work five (5) days prior to school with reimbursement at the per diem level, as indicated in the collective bargaining agreement.
12. Formal evaluation, as per the collective bargaining agreement, of the permanent substitute teacher is at the discretion of administration. Informal evaluations will occur. However, evaluation has no impact on expectation of continued employment.

ARTICLE TWENTY-TWO

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Section A

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 the advance approval of the Superintendent.

Allowances in excess of \$25.00 necessary for attendance at conventions and/or conferences will be given in advance, wholly or in part, upon request of the Superintendent of Schools and with his/her approval when requests are made at least two (2) weeks in advance to permit a supplemental appropriation request to be prepared.

Section B

Effective September 1, 1994, a Professional Development Committee (hereinafter referred to as the P.D.C.) will be established consisting of a member of the central administration, two administrators and three (3) teachers one from each level. The P.D.C. shall approve in-service programs and projects, and determine the stipends for additional work and/or credits to be awarded to participants in in-service programs. In the case of a tie vote, either party may petition for expedited arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

In determining credits, the P.D.C. cannot award two (2) credits unless the participant's instructional time exceeds twenty (20) instructional hours. To award three (3) credits the instructional time must exceed thirty (30) hours.

The sum of \$35,000 shall be placed in a professional development pool for the purpose of compensating bargaining association members for additional work and/or projects including but not limited to curriculum revision, teacher mentoring, and development of new programs which will directly benefit the school system. Members shall submit proposals to the P.D.C. for approval in accordance with procedures established by the P.D.C.

The P.D.C. shall meet at the end of the course or project to determine whether the requirements of the program have been met. After the review, the credits or compensation shall be finally approved.

The decision of the P.D.C. is final and binding and shall not be subject to the grievance and arbitration procedure.

ARTICLE TWENTY-THREE

TUITION COST REIMBURSEMENT

Section A

Subject to availability of funds, teachers will be entitled to reimbursement of the full tuition cost of up to two (2) approved courses satisfactorily completed during the twelve (12) month period commencing July 1 of any year. A teacher may be reimbursed hereunder for no more than three (3) credit hours per approved course. Satisfactory Completion is defined as a grade of “B” or better, “Pass” in a Pass-Fail System, or a certificate indicating “Satisfactory Completion” if specific grades are not issued.

Section B (Graduate Course Criteria/Approval of Online/Distance Learning Courses)

A committee of teachers and administrators shall meet regularly to research, identify, and publish a catalog of pre-approved graduate credit courses. This would have the dual benefit of ensuring high quality coursework for our teachers, while also providing teachers with a locally curated resource from which to choose relevant courses from a range of subject areas and grade levels.

Said committee will be comprised of not more than four GTA members and no more than four administrators, will meet annually to generate a list of acceptable courses from acceptable providers to recommend to the Superintendent for their final approval. The list will be updated each year. For the 2021-2022 school year and all subsequent years, the group will meet by March 1st. The committee will recommend to the Superintendent which criteria would apply to all distance/online learning courses that are submitted for approval and subsequent movement on the salary scale.

An “approved” course is one which is in a teacher’s subject areas or closely related discipline in any area that would directly affect a teacher’s role and be beneficial to the growth of the teacher in his or her area of responsibility and for which approval for reimbursement from the Superintendent has been obtained prior to the teacher’s commencement of the course. Courses other than those earning university credit may be accepted for tuition reimbursement at the discretion of the Superintendent. The Superintendent’s decision on whether to approve a course is final and binding and not subject to arbitration.

Section C

A maximum limit of \$50,000 per fiscal year shall be budgeted for the purposes of this Article. All reimbursement for approved courses will be distributed in September, following the completion of the courses as follows: The reimbursement shall not exceed the Salem State University tuition rate.

Teachers shall be reimbursed for their first course, and if there are any funds left, the second course. In the event that there are insufficient funds to reimburse teachers for the first course, the funds available shall be distributed by apportioning the said funds such that the numerator is the amount of funds available for the “first course” and the denominator is the total amount of the cost of all the “first courses” taken by the teachers; and if the funds available are insufficient for the second course, they shall be apportioned in a similar manner. Only those teachers who are employed on the date of distribution are entitled to reimbursement hereunder.

Section D

A minimum of \$10,000 per fiscal year shall be budgeted for the purpose of this Article for reimbursement of courses that qualify for Special Education or English Learner Education certification.

ARTICLE TWENTY-FOUR

PROTECTION

Section A

Teachers will immediately report all cases of physical assault suffered by them in connection with their employment to the Superintendent of Schools, in writing.

Section B

This report will be forwarded to the Committee or its designee which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

ARTICLE TWENTY-FIVE

TEXTBOOKS

Section A

The Committee agrees that it will provide sufficient textbooks to ensure that each pupil in a classroom has textbooks when they are needed.

Section B

The Committee and the Association agree that the knowledge of teachers is needed when a search is made for textbook replacement, and further agree that these people will take a vital part in the selection.

ARTICLE TWENTY-SIX

UNION RIGHTS

Section A

No later than October 31st of each year, the Association will provide the Committee with a list of those employees who have voluntarily authorized the Committee to withhold dues for the Gloucester Teachers Association, the Massachusetts Teachers Association, the National Education Association, the first two, or all three of them. The Association may supplement this list at any time between September 1 and December 31, but these supplementary entries shall be at the same rate as if they were submitted prior to November 1. The Association is solely responsible for collecting retroactive deductions (money that would have been deducted if enrolled as of November 1) and the Committee assumes no such responsibility. The current practice as to deduction schedule shall be maintained.

The Committee will notify the Association of any terminations or withdrawals from said list and another supplementary list will be submitted to the Committee only after deductions on the current list have been completed.

Section B

The Committee shall provide the following information about new hires to the Association on a monthly basis: name, work location, program, job title, placement on the salary scale, start date, home address, home phone number, cell phone number, and persona email address. During the summer months, the Committee shall send the Association President a copy of each hire letter when sent to new hires.

If the Committee receives a request for the personal contact information of bargaining unit members from any third party, the Committee shall share such a request with the Association President within two business days, and one week later, only release the information required by law.

ARTICLE TWENTY-SEVEN

PROPER RELATIONSHIPS BETWEEN EMPLOYEES AND SCHOOL COMMITTEE

Section A

In the matter of communications, meetings will be held at convenient stated intervals, where the Administration will report and discuss with all staff members information that is pertinent within the employee's family. The President of the Association or the Superintendent will call such meetings after school with at least twenty-four (24) hour notice.

Section B

Teachers shall give the Superintendent thirty (30) days' notice prior to termination of service. A teacher who completes the school year and complies with the notice provision herein is entitled to health insurance through August 31.

A teacher with a minimum of ten (10) years in the Gloucester Public School System, who gives notice to the Superintendent of schools of his/her retirement one school year in advance (prior to September 1 of his/her final school year) will receive an additional \$1,000 upon retirement. It is understood that:

1. The request and benefit will run concurrently with the annual teacher contracts.
2. The benefit will not be paid in the event that this notice of retirement is withdrawn, and any monies paid under this clause must be returned.
3. The benefit will only be paid for the year, which concludes with retirement.

A teacher with a minimum of ten (10) years in the Gloucester Public School System who plans on retiring during a school year (prior to the end of the school year) is eligible for a \$1,000 incentive upon their official retirement if they provide written notice nine (9) months prior to the date of retirement.

ARTICLE TWENTY-EIGHT

JUST CAUSE

Section A

1. Teachers shall not be officially reprimanded, officially disciplined, dismissed, reduced in rank or compensation, or denied a salary increase of any kind without just cause. All positions which are posted annually and contained within Appendix A, Sections 2-5, are not covered by the just cause provision as contained within this section.
2. Any teacher without professional teacher status covered by this Agreement, who is not to be rehired for the following school year, shall be so notified in writing on or before June 15 and shall, upon request, be given a written statement of reasons.

Section B

Teachers shall give the Superintendent thirty (30) days' notice prior to termination of service. A teacher who completes the school year and complies with the notice provisions herein is entitled to health insurance through August 31.

A teacher with a minimum of ten (10) years in the Gloucester Public System, who gives notice to the Superintendent of Schools of his/her retirement one school year in advance (prior to September 1 of his/her final school year) will receive an additional \$1,000 upon retirement. It is understood that:

1. The request and benefit will run concurrently with the annual teacher contracts.
2. The benefit will not be paid in the event that this notice of retirement is withdrawn, and any monies paid under this clause must be returned.
3. The benefit will only be paid for the year, which concludes with retirement.

A teacher with a minimum of ten (10) years in the Gloucester Public System who plans on retiring during a school year (prior to the end of the school year) is eligible for a \$1,000 incentive upon their official retirement if they provide written notice nine (9) months prior to the date of retirement.

ARTICLE TWENTY-NINE

GENERAL

Section A

There will be no reprisals of any kind taken against any teacher by reason of his or her membership in the Association or participation in its lawful activities.

Section B

If negotiation meetings between the Committee and the Association are scheduled during the school day, the representatives of the Association will be relieved from all regular duties without loss of pay for that portion of the school day as is necessary in order to permit their participation in such meetings. When it is necessary pursuant to Article Four of this Agreement (grievance procedure) for a school representative, member of the PR&R committee, or other representative

designated by the Association to attend a grievance meeting or hearing during a school day, he will upon notice to his principal or immediate superior, and to the Superintendent by the Chairman of the PR&R Committee be released without loss of pay as necessary to permit participation in the foregoing activities. The Association agrees that these rights will not be abused and the Committee and the Association agree that grievance meetings will not be held during class hours except when mandatory under Level Three.

Section C

The Committee agrees to deduct from teachers' salaries money for NEA and/or MTA services and programs as said teachers individually and voluntarily authorize the Committee to deduct and to transmit the moneys promptly to such Association or Associations. The procedures governing notification to the Committee, the frequency and manner of deduction, revocation of authorization, and the like, will be similar to those set forth in Article Twenty-Six of this Agreement regarding dues deduction, to the extent that those procedures are appropriate.

Section D

Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of said teacher.

Section E

The Committee will, upon request, provide the Association any documents which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with any other available information which may be necessary for the Association to process grievances under this Agreement.

Section F

The Association will be provided with a copy of the minutes of official Committee meetings. A copy of the official agenda of the meeting will be given to the Association at least twenty-four (24) hours prior to said meeting.

Section G

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

Section H

All full faculty meetings at the high school, middle schools, and all grade levels or special meetings on the elementary level shall be conducted according to rules promulgated by the Superintendent to ensure fair and orderly procedures. Records of meetings shall be kept, approved by the affected body.

Section I

Within thirty (30) days of execution of this agreement, the parties will establish a health and safety committee consisting of two (2) members selected by the Association and two (2) members selected by the Superintendent. There is no compensation for serving on this committee.

Section J

Quarterly meetings will be conducted between the Association President, Association Building Representatives, the Superintendent, and other members of the Administrative Team.

ARTICLE THIRTY

INSURANCE

Section A

All bargaining association members shall be covered under Workmen's Compensation pursuant to Massachusetts General Laws Chapter 152. Subject to the availability of sick leave, the Committee agrees to make up the difference between the employee's regular wages and the amount received from Workmen's Compensation. The amount of such difference shall be charged to sick leave.

Section B

Health insurance is provided pursuant to the terms of the Massachusetts General Law, Chapter 150E, Section 19 agreement between the City of Gloucester and the Gloucester Public Employee Committee. The Committee agrees to a 75% payment of the insurance premium (See attached Memorandum of Agreement between the City of Gloucester and the Gloucester Public Employee Committee, dated June 28, 2013).

ARTICLE THIRTY-ONE

REDUCTION IN FORCE

Section A

In the event the Superintendent deems a reduction in the number of teachers advisable, the following rules shall apply in the determination of which teachers are to be dismissed.

1. Effective on September 1, 2017 and continuing as long as Massachusetts General Law, Chapter 71, Section 42 regarding teacher lay-offs is in effect, no teacher with professional teacher status will be laid off if there is a teacher without professional status within the discipline. Teachers with professional status shall be laid off within a discipline based on the teacher's job performance and the best interests of the students. Teacher's job performance and the best interests of the students shall be defined as the teacher's past two (2) summative overall evaluation ratings, with ratings of proficient and exemplary being considered equal. Ties shall be broken by seniority.
 - (a) Seniority as used herein shall mean length of continuous service within the bargaining association. An authorized leave of absence shall not destroy continuity of service. Such time, however, shall not be credited as time served, except as hereinafter provided. A sabbatical leave of absence shall be credited as time served.
 - (b) Teachers with professional status shall be notified of their layoff for the following school year by May 7th of the current school year.

Section B

1. The Reduction in Force Rules described above shall first be applied in the following groupings:
 - (a) Elementary
 - (b) Secondary (7-12): In the classification in which the reduction is being made.

- (c) Specialists:
 - (1) Art
 - (2) Music
 - (3) Physical Education
 - (4) Guidance
 - (5) Each separate special needs certification area
 - (6) Librarians
 - (7) Vocational

- 2. The teacher(s) with professional teacher status declared “excess” in Step 1 shall then be reviewed with all other teachers in any of the other groupings in which the “excess” teacher is certified. The review shall be in accordance with the Reduction in Force Rules described above. In the event another teacher is then declared “excess” in the Second Step, the same process shall then be applied to that teacher.

Section C

Any dismissal or leave of absence taken under this Article in accordance with seniority shall not be arbitrable. The arbitrator will not substitute his judgment for that of the Superintendent.

Section D

- 1. The Superintendent, in the event of a contemplated reduction in force, will advise the Association as to which teachers with professional teacher status he will dismiss, hereinafter sometimes called “affected teacher(s)”. The Association and the affected teacher(s), upon receipt of such notification, shall have the right, upon request made to the Superintendent within (5) five school days of such notification, to meet and confer with the Superintendent concerning his contemplated actions, which meeting shall take place within five (5) school days of the Superintendent’s receipt of the Association’s and/or the affected teacher’s written request.
- 2. The Association, within five (5) school days of the meeting with the Superintendent, shall advise the Superintendent, in writing, as to whether it agrees or disagrees with the Superintendent’s contemplated actions under the standards set forth in Section A of this Article. In the event of disagreement, the specific reasons shall be set forth.
- 3. The affected teacher will be granted the following options:
 - (a) To elect an unpaid leave of absence status, in lieu of the dismissal, without challenge of the Superintendent’s contemplated action. The leave of absence shall be for the length of the teacher’s recall rights, *infra*. Upon expiration of the teacher’s recall rights, the teacher shall be considered to have resigned. A resignation, subject to the conditions outlined herein, and in the form attached hereto as Exhibit A shall be filed with the notice of this election.
 - (b) To elect an unpaid leave of absence status, in lieu of the dismissal, subject to challenge of the Superintendent’s contemplated action under the provision of this Article. The specific reasons for challenge must be filed with this notice of election. The leave of absence provided hereunder shall be subject to the same terms and conditions set forth in Section 3 (a) above, except that this leave will be granted, subject as above outlined.

- (c) The exercise of either option 3 (a) or 3 (b) shall be subject to the affected teacher waiving his or her rights under Chapter 71 Section 42. The option must be exercised within ten (10) days following the aforesaid meeting with the Superintendent and must be on the form attached to this Agreement as Exhibit A or B, as the case may be.
4. In the event the affected teacher elects option 3 (b) the following rules shall be applicable:
- (a) The affected teacher shall be given the opportunity to challenge the Superintendent's contemplated action at a meeting with the Superintendent.
 - (b) In the event the Superintendent and the affected teacher(s) and the Association fail to satisfactorily resolve the dispute concerning the Superintendent's contemplated action within ten (10) days after the meeting with the Superintendent, the parties shall attempt to agree upon the selection of an arbitrator. Such arbitrator must be able to hold a hearing within thirty (30) days of his selection and render a decision within thirty (30) days of the hearing. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such arbitrator must also be able to hold a hearing and render a decision within the time constraints set forth immediately above.
 - (c) In the event the Association joins in the affected teacher's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the Committee and the Association with each party bearing the expenses of preparing and presenting its own case. But if the Association does not join in the affected teacher's election to proceed under this Article, then the costs of the arbitration proceeding shall be shared equally between the District and the affected teacher with each party bearing the expenses of preparing and presenting its own case. The fact that the Association does not join in the affected teacher's election to proceed under the Article shall not bar the affected teacher from proceeding to arbitration, anything contained in this Agreement to the contrary notwithstanding. The Association shall not have the right to proceed to arbitration alone.

Section E

1. A teacher with professional teacher status who elects one of the options under Section D3 of this Article shall have recall rights, as hereinafter provided, during the two school years following the year in which notice of dismissal is given or leave of absence in lieu of dismissal is granted.

Example:

Notice of dismissal given: April 1991

Recall rights: During the school year 1991 - 1992 and 1992 - 1993. Such rights shall not exist for appointments which commence subsequent to the 1992 - 1993 school year.

2. In filling positions, which become vacant on other than a temporary basis, whenever teachers with professional teacher status have recall rights under this Article, the following rules shall apply:

- (a) A new teacher shall not be hired for the position where there is a teacher with professional teacher status with recall rights available and qualified to fill that position.
 - (b) Recall rights: Same procedure as reduction in force selection process.
- 3. Recall notices shall be sent by certified or registered mail to the recalled teacher's last known address, with a copy of such notice being sent to the Association. The recalled teacher shall have two (2) weeks after receipt of the notice to accept the recall, provided, however, that the Superintendent in his discretion may extend such period. In the event the recalled teacher does not accept the recall, all recall rights shall terminate.
- 4. The Association shall be furnished a recall list each September, which list shall be updated in the event of a reduction in force dismissal after submission of the September list. If no objection is made in writing by the Association within 30 days of receipt of the yearly list (or subsequent updated list), the list shall be deemed correct and no dispute with reference thereto shall become the subject matter of a grievance.
- 5. In the event the Association feels that Section E, Paragraph 2, of this Article has been violated, it must so notify the Superintendent in writing within five (5) days of the date it receives a copy of the notice to the person recalled. If the dispute is not resolved within fourteen (14) days after the Association's notification is received by the Superintendent, the Association may seek arbitration pursuant to the procedure set forth in Section D of this Article. The standard of review in arbitration shall be set forth in Section C of this Article.

Section F

- 1. Teachers with professional teacher status who elect one of the options under Section C 3 of this Article or who do not contest their dismissal under Massachusetts General Laws Chapter 71 Section 42 shall be entitled to retain their group membership in the City of Gloucester group insurance plans, subject to the terms and conditions thereof, provided (a) they pay 100% of the premium cost, (b) the applicable carrier(s) does (do) not prohibit such inclusion, and (c) said inclusion is not contrary to law. The right of continued participation as provided in this paragraph shall continue for the duration of their recall rights.
- 2. A teacher with professional teacher status recalled under this Article shall have all of the benefits to which he/she was entitled prior to his/her leave of absence, or dismissal, as the case may be, including accumulated sick leave, and shall be placed one step higher on the salary schedule (unless previously on maximum) than he/she occupied upon receipt of notice of termination provided he/she would have advanced to such a step had he/she not been terminated. Seniority shall not accumulate during the period of time a teacher is entitled to recall rights.
- 3. A teacher with professional teacher status who was recalled under this Article shall, to the extent permitted by law, be restored to professional teacher status.

ARTICLE THIRTY-TWO

SITE BASED MANAGEMENT COUNCIL

The Association and the Committee agree to implement site based shared decision-making in the Gloucester Public Schools in accordance with MGL Chapter 71, Section 59C.

ARTICLE THIRTY-THREE

403B

Section A

The employer will match a maximum of \$250 per fiscal year contributed by each employee. Upon the employee contributing \$250, the employer will make the matching contribution. The School Committee shall forward the contributions to a third party administrator designed by the Association. The School Committee shall provide the Association with reasonable requests for information in conducting the business of the 403B.

The School Committee will not be responsible for any administrative costs relating to this program and the legal responsibility relating to the 403B plan will be to transmit the contribution to the appropriate vendor.

ARTICLE THIRTY-FOUR

ONGOING MEETINGS

The Superintendent of Schools and the Association shall meet on a monthly basis throughout the school year to discuss matters of mutual interest or concern. Meetings may be held on a more frequent basis at the request of either party.

ARTICLE THIRTY-FIVE

HEALTH AND SAFETY

Teachers will be entitled to a clean, healthy, and safe work environment. The Superintendent will designate a health and safety administrator in each building. Teachers will report health and safety problems to their building designee. Within ten (10) school days of filing a report, the teacher will be provided with a timeline for any required remediation.

ARTICLE THIRTY-SIX

DURATION

The provisions of this Agreement and its appendices, which are attached hereto and made a part hereof, shall be effective September 1, 2021, through August 31, 2024.

In the event there are any questions on the contract, one member of the Committee and one member of the Association will be appointed to answer the same.

It is agreed between the parties hereunder signed that should any material or subject matter of the Agreement existing be omitted or added to or otherwise changed by inadvertent clerical error or otherwise, the parties shall forthwith correct such error upon notification by either party to the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this _____ day of _____.

GLOUCESTER TEACHERS ASSOCIATION

GLOUCESTER SCHOOL COMMITTEE

Cynthia Lazendorf Carney
President Gloucester Teachers Association

Kathleen Clancy
Chairperson Gloucester School Committee

EXHIBIT A

**LETTER TO THE SUPERINTENDENT
FROM TEACHER ELECTING “OPTION 3(A)”**

Date

Superintendent
Gloucester School Department
Gloucester, MA 01930

Dear _____

I have received notice that the Superintendent intends to dismiss me from the employ of the Gloucester Public Schools. Please be advised that I hereby elect, pursuant to Article Thirty D3 (a) of the Collective Bargaining Agreement between the Gloucester School Committee and the Gloucester Teachers’ Association, to be put on unpaid leave of absence status for the period set forth in said Article Thirty D 3(a).

Please be further advised that in consideration of the granting of said leave of absence and the benefits provided in said Article Thirty, I hereby waive whatever rights I may have under M.G.L. Chapter 71 Section 42.

I do not challenge the Superintendent’s decision under the grievance and arbitration provisions of the Collective Bargaining Agreement. As noted above, I have elected a leave of absence pursuant to Article Thirty D3 (a).

Please consider this my letter of resignation effective _____ (upon end of recall period.) This resignation is subject to my being recalled pursuant to Article Thirty.

Very truly yours,

EXHIBIT B
LETTER TO THE SUPERINTENDENT
FROM TEACHER ELECTING “OPTION 3 (B)”

(Date)

Superintendent
Gloucester School Department
Gloucester, MA 01930

Dear _____

I have received notice that the Superintendent intends to dismiss me from the employ of the Gloucester Public Schools. Please be advised that I hereby elect, pursuant to Article Thirty D3(b) of the Collective Bargaining Agreement between the Gloucester School Committee and the Gloucester Teachers' Association, to be put on unpaid leave of absence status for the period set forth in said Article Thirty D (b).

Please be further advised that in consideration of the granting of said leave of absence and the benefits provided in said Article Thirty, I hereby waive whatever rights I may have under M.G.L. Chapter 71 Section 42.

I do not waive my right to challenge the Superintendent's decision under the grievance and arbitration provisions of the Collective Bargaining Agreement. As noted above, I have elected a leave of absence pursuant to Article Thirty D3(b). In this respect, pursuant to Article Thirty D3(b), the specific reasons for my challenge are as follows:

Please consider this my letter of resignation effective _____ (upon end of recall period). This resignation is subject to my being recalled pursuant to Article Thirty.

Very truly yours,

EXHIBIT C
SIDE LETTER
to the
COLLECTIVE BARGAINING AGREEMENT
Operative until August 31, 2024

Problem Solving Teams

The Committee and Association will create a pilot program for the term of this agreement of Problem Solving Teams, designed to:

- Promote more involvement and participation – Allow for more representation, participation, input and leadership from more teachers and staff, because each team includes different people.
- Ensure that those most directly involved and impacted will be creating the solutions.

Problem Solving Teams would be formed to address a single issue and be in existence for a specific period of time needed for it to complete its work. Each team would be made up of school-based staff and district-wide staff that are most impacted by that specific issue.

A Problem Solving Team will use the steps of Interest-Based Problem Solving as follows:

1. Clearly identify and define the issue of concern;
2. Identify the stakeholders and determine the interests of the stakeholders;
3. Gather data related to the issue to better understand it and how it impacts student learning, engagement, and connection to school and instructional practice;
4. Develop possible solutions and vet these possible solutions with staff, leadership, and other impacted;
5. Select the solution(s) to pursue;
6. Identify timeline, benchmarks, and action steps that would be taken by educators, staff, school leaders, and administrators to implement the solution;
7. Trial the solution, assess its effectiveness using the benchmarks and criteria determined for success, and decide whether the solution should continue to be revised; and,
8. Disband once the solution is enacted except for an annual review of progress.

To ensure sufficient focus on the current challenge, no more than one Problem Solving Team will be in place at a time. Once a Problem Solving Team reaches Step 6 above, then a new Problem Solving Team can be started.

To ensure broad representation and engagement from staff, no school-based employee may participate in more than one team during a school year. Any bargaining unit that is participating in a Problem Solving Team will identify one co-chair for that Team. The co-chairs will agree on who are the most appropriate staff members to be on the team because of their proximity to the issue and expertise.

A committee made up of two individuals appointed by the GTA, two individuals appointed by GAEP, the Superintendent, and three members of the Administrative Team will decide the issues to be addressed by any Problem Solving Team.

Topics to consider addressing through this structure may include, but not be limited to:

- New Student Integration
- Substitute Teachers – recruitment, hiring, training, and retention
- Mentorship Program
- Equitable scheduling for Specialists

EXHIBIT D

Model Education Evaluation Rubric Prioritization Proposal for Teachers of Professional Status - Side Agreement Signed Sept. 2015

Though educators and evaluators are responsible for ensuring good practice across all aspects of the Teacher Rubric, the task of completely and thoroughly observing, demonstrating, and documenting proficiency in all thirty-three (33) elements is a challenging task. For this reason, following twelve (12) elements will be considered Priority Elements:

Standard I: Curriculum, Planning, and Assessment

A. Curriculum and Planning Indicator

1. Subject Matter Knowledge
2. Child and Adolescent Development
3. Rigorous Standards-Based Unit Design
4. Well-Structured Lessons

B. Assessment Indicator

1. Variety of Assessment Methods
2. Adjustments to Practice

C. Analysis Indicator

1. Analysis and Conclusions
2. Sharing Conclusions With Colleagues
3. Sharing Conclusions With Students

Standard III: Family and Community Engagement

A. Engagement Indicator

1. Parent/Family Engagement

B. Collaboration Indicator

1. Learning Expectations
2. Curriculum Support

C. Communication Indicator

1. Two-Way Communication
2. Culturally Proficient Communication

Standard II: Teaching All Students

A. Instruction Indicator

1. Quality of Effort and Work
2. Student Engagement (6-12) (Highlight)
3. Meeting Diverse Needs

B. Learning Environment Indicator

1. Safe Learning Environment (PreK-5)
2. Collaborative Learning Environment
3. Student Motivation

C. Cultural Proficiency Indicator

1. Respects Differences
2. Maintains Respectful Environment

D. Expectations Indicator

1. Clear Expectations
2. High Expectations
3. Access to Knowledge

Standard IV: Professional Culture

A. Reflection Indicator

1. Reflective Practice
2. Goal Setting

B. Professional Growth Indicator

1. Professional Learning and Growth

C. Collaboration Indicator

1. Professional Collaboration

D. Decision-Making Indicator

1. Decision-making

E. Shared Responsibility Indicator

1. Shared Responsibility

F. Professional Responsibilities Indicator

1. Judgment
2. Reliability and Responsibility

The twelve (12) Priority Elements were selected in relation to the following criteria: the element's clarity; its relative importance; how easily observable or demonstrable the element is; and the element's influence as a guide or prompt for continuous improvement.

Detailed points:

- To determine a rating of Proficiency, an *evaluator* must document, through observed or submitted evidence, practice directly related to the twelve (12) highlighted elements.
- For an *educator* (PTS) to be eligible for a rating of Proficient, she/he must provide evidence (observed or submitted) directly related to the twelve (12) highlighted elements. Simply providing evidence, however, does not ensure a rating of Proficient. Observational and documentary evidence must, in the judgment of the evaluator, meet the rigorous level of proficiency as described in the rubric.
- If an evaluator, through observation or other means, has concerns regarding the level of performance in areas outside the prioritized standards, the evaluator will request in writing (via Teachpoint evaluation forms or notes) additional evidence in the area(s) of concern. Any request from the evaluator for additional evidence outside the prioritized standards must be made by February 1. Though the evaluator may not request additional evidence after this time, the evaluator may continue to collect data through the normal observational process.
- A teacher may choose to provide additional evidence outside the prioritized standards if he or she wishes (independent of any request by the evaluator).

The Standard Of Observation And Evidence Collection For Unsatisfactory And Needs Improvement

As the contract indicates (Section 11 A iii), designations of Unsatisfactory and Needs Improvement require a higher standard of observation and evidence collection. For ratings below Proficient, the evaluator is expected to seek evidence in all applicable indicators and elements (this may include any of the thirty-three elements), and the evaluator should establish regular and frequent opportunities to communicate with the educator throughout the evaluation cycle.

The Standard Of Observation And Evidence Collection For Exemplary

A higher standard of observation and evidence collection is also true for Exemplary. For ratings above Proficient, it is incumbent upon the educator to establish regular and frequent opportunities to communicate with the evaluator throughout the evaluation cycle, and to provide evidence above and beyond the twelve (12) prioritized elements. The exact amount of evidence cannot be predetermined, but a common understanding between educator and evaluator should be initiated as early as possible in the evaluation cycle.

Recommended practice for Exemplary determinations will likely include a more extensive self-assessment and goal-setting phase during which the educator indicates his or her wish to be considered for Exemplary rating. The evaluator, in turn, will identify existing educator strengths along with potential focus areas and their related evidence to provide a guide for the work ahead. Whether a teacher requests Exemplary rating consideration or not, an educator remains eligible for a summative rating of Exemplary based on the professional judgment of the evaluator.

APPENDIX A

- Effective the first day of the 2021-2022 school year:
 - 2% COLA for all bargaining unit members at the execution of the agreement and individuals that retired during the 2021-2022 school year to the execution date

- Effective the first day of the 2022-2023 school year:
 - 2.25% COLA
 - Drop bottom step on scale

- Effective the first day of the 2023-2024 school year:
 - 2.5 COLA
 - Drop bottom step of scale

- Other
 - Section 3 – Extracurricular Stipends Increase 2% Increase for FY22; 2.25% for FY23; and 2.5% for FY24
 - Section 5 – Athletic Stipends – Increase for Head Coaches and Assistant Coaches: 10% for FY22; 10% for FY23; and 10% for FY24. Not to exceed \$500 in any one year. The Faculty Manager and Athletics Manager will receive the cost of living increases referred to above, pending a review of their job descriptions and possible amendment to the salary of these positions upon completion
 - Hourly increases from \$30 to \$37.50/hour effective upon execution of the collective bargaining agreement

SECTION 1 – Salary Schedule

FY 2021-2022

Effective Day 1

Step & Track Salary Schedule

2%

STEP	Track I Bachelors	Track II Masters	Track III Masters+30	Track IV Masters+60
1				
2				
3		\$52,086	\$56,417	\$60,750
4	\$50,141	\$54,473	\$58,807	\$63,137
5	\$52,649	\$56,982	\$61,311	\$65,642
6	\$55,282	\$59,615	\$63,946	\$68,274
7	\$58,044	\$62,378	\$66,708	\$71,043
8	\$60,949	\$65,282	\$69,611	\$73,942
9	\$63,994	\$68,328	\$72,658	\$76,991
10	\$67,196	\$71,528	\$75,856	\$80,188
11	\$70,555	\$74,885	\$79,218	\$83,548
12	\$71,239	\$78,417	\$82,745	\$87,078
13		\$82,550	\$88,296	\$93,073

FY 2022-2023

Effective Day 1

Step & Track Salary Schedule

2.25%

<i>Drop bottom step on scale</i>

STEP	Track I Bachelors	Track II Masters	Track III Masters+30	Track IV Masters+60
1				
2				
3				
4	\$51,269	\$55,699	\$60,130	\$64,558
5	\$53,834	\$58,264	\$62,690	\$67,119
6	\$56,526	\$60,956	\$65,385	\$69,810
7	\$59,350	\$63,782	\$68,209	\$72,641
8	\$62,320	\$66,751	\$71,177	\$75,606
9	\$65,434	\$69,865	\$74,293	\$78,723
10	\$68,708	\$73,137	\$77,563	\$81,992
11	\$72,142	\$76,570	\$81,000	\$85,428
12	\$72,842	\$80,181	\$84,607	\$89,037
13		\$84,407	\$90,283	\$95,167

FY 2023-2024
Effective Day 1

Step & Track Salary Schedule	2.50%
<i>Drop bottom step on scale</i>	

STEP	Track I Bachelors	Track II Masters	Track III Masters+30	Track IV Masters+60
1				
2				
3				
4				
5	\$55,180	\$59,721	\$64,257	\$68,797
6	\$57,939	\$62,480	\$67,020	\$71,555
7	\$60,834	\$65,377	\$69,914	\$74,457
8	\$63,878	\$68,420	\$72,956	\$77,496
9	\$67,070	\$71,612	\$76,150	\$80,691
10	\$70,426	\$74,965	\$79,502	\$84,042
11	\$73,946	\$78,484	\$83,025	\$87,564
12	\$74,663	\$82,186	\$86,722	\$91,263
13		\$86,517	\$92,540	\$97,546

GHS Vocational
 FY 2021-2022
 Effective Day 1

Step & Track Salary Schedule

2%

STEP	Bachelors	Masters	Masters+30				Masters+60	
	Track I	Track II	MA1	MA2	Track III	MA3	MA4	Track IV
1								
2								
3		\$52,086	\$53,530	\$54,974	\$56,417	\$57,862	\$59,306	\$60,750
4	\$50,141	\$54,473	\$55,918	\$57,363	\$58,807	\$60,250	\$61,694	\$63,137
5	\$52,649	\$56,982	\$58,426	\$59,869	\$61,311	\$62,754	\$64,198	\$65,642
6	\$55,282	\$59,615	\$61,059	\$62,503	\$63,946	\$65,389	\$66,831	\$68,274
7	\$58,044	\$62,378	\$63,821	\$65,265	\$66,708	\$68,153	\$69,599	\$71,043
8	\$60,949	\$65,282	\$66,725	\$68,168	\$69,611	\$71,055	\$72,499	\$73,942
9	\$63,994	\$68,328	\$69,771	\$71,214	\$72,658	\$74,102	\$75,546	\$76,991
10	\$67,196	\$71,528	\$72,971	\$74,413	\$75,856	\$77,301	\$78,744	\$80,188
11	\$70,555	\$74,885	\$76,330	\$77,774	\$79,218	\$80,662	\$82,105	\$83,548
12	\$71,239	\$78,417	\$79,859	\$81,302	\$82,745	\$84,190	\$85,634	\$87,078
13		\$82,550	\$84,312	\$86,075	\$88,296	\$89,395	\$90,953	\$93,073

GHS Vocational
 FY 2022-2023
 Effective Day 1

Step & Track Salary Schedule

2.25%

Drop bottom step on scale

STEP	Bachelors	Masters	Masters+30				Masters+60	
	Track I	Track II	MA1	MA2	Track III	MA3	MA4	Track IV
1								
2								
3								
4	\$51,269	\$55,699	\$57,176	\$58,654	\$60,130	\$61,606	\$63,082	\$64,558
5	\$53,834	\$58,264	\$59,741	\$61,216	\$62,690	\$64,166	\$65,642	\$67,119
6	\$56,526	\$60,956	\$62,433	\$63,909	\$65,385	\$66,860	\$68,335	\$69,810
7	\$59,350	\$63,782	\$65,257	\$66,733	\$68,209	\$69,686	\$71,165	\$72,641
8	\$62,320	\$66,751	\$68,226	\$69,702	\$71,177	\$72,654	\$74,130	\$75,606
9	\$65,434	\$69,865	\$71,341	\$72,816	\$74,293	\$75,769	\$77,246	\$78,723
10	\$68,708	\$73,137	\$74,613	\$76,087	\$77,563	\$79,040	\$80,516	\$81,992
11	\$72,142	\$76,570	\$78,047	\$79,524	\$81,000	\$82,477	\$83,952	\$85,428
12	\$72,842	\$80,181	\$81,656	\$83,131	\$84,607	\$86,084	\$87,561	\$89,037
13		\$84,407	\$86,209	\$88,012	\$90,283	\$91,406	\$92,999	\$95,167

GHS Vocational
 FY 2023-2024
 Effective Day 1

Step & Track Salary Schedule

2.50%

Drop bottom step on scale

STEP	Bachelors	Masters	Masters+30				Masters+60	
	Track I	Track II	MA1	MA2	Track III	MA3	MA4	Track IV
1								
2								
3								
4								
5	\$55,180	\$59,721	\$61,235	\$62,746	\$64,257	\$65,770	\$67,283	\$68,797
6	\$57,939	\$62,480	\$63,994	\$65,507	\$67,020	\$68,532	\$70,043	\$71,555
7	\$60,834	\$65,377	\$66,888	\$68,401	\$69,914	\$71,428	\$72,944	\$74,457
8	\$63,878	\$68,420	\$69,932	\$71,445	\$72,956	\$74,470	\$75,983	\$77,496
9	\$67,070	\$71,612	\$73,125	\$74,636	\$76,150	\$77,663	\$79,177	\$80,691
10	\$70,426	\$74,965	\$76,478	\$77,989	\$79,502	\$81,016	\$82,529	\$84,042
11	\$73,946	\$78,484	\$79,998	\$81,512	\$83,025	\$84,539	\$86,051	\$87,564
12	\$74,663	\$82,186	\$83,697	\$85,209	\$86,722	\$88,236	\$89,750	\$91,263
13		\$86,517	\$88,364	\$90,212	\$92,540	\$93,691	\$95,324	\$97,546

SECTION 2 – Instructional Positions	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
Supervising Program Leader	\$6,105	\$6,105	\$6,105
Program Leader	\$4,145	\$4,145	\$4,145
Assistant Program Leader	\$1,129	\$1,129	\$1,129
Head Teacher	\$2,209	\$2,209	\$2,209
Director of Adult Education	\$5,477	\$5,477	\$5,477
Administrator of Co-op Program	\$1,031	\$1,031	\$1,031
Administrator of Project Person	\$1,031	\$1,031	\$1,031
Multiple Intelligence Project Leader	\$1,388	\$1,388	\$1,388
High School Band Director	\$2,178	\$2,178	\$2,178
Summer Band Director	\$980	\$980	\$980
Summer Parade Director	\$489	\$489	\$489

SECTION 3 – Extracurricular Positions (Per Hour)	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
Art & Physical Education w/ afterschool duties	\$37.50	\$37.50	\$37.50
Intramural Athletics (by other than Phys Ed Teachers)	\$37.50	\$37.50	\$37.50
Staff Development (summer, vacation periods, and afterschool)	\$37.50	\$37.50	\$37.50
Summer School	\$37.50	\$37.50	\$37.50
Student Enrichment (Summer, vaction periods, and afterschool)	\$37.50	\$37.50	\$37.50
Staff Development Leadership (Presenters Planning Time)	\$37.50	\$37.50	\$37.50

<u>HIGH SCHOOL</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
Faculty Sponsors:			
Chorus	\$1,186	\$1,213	\$1,243
Dramatics Director	\$2,372	\$2,425	\$2,486
Supervisor of Stage Crew	\$1,157	\$1,183	\$1,213
Drama Music Director	\$1,152	\$1,178	\$1,207
Drama Wardrobe Director	\$1,040	\$1,063	\$1,090
Flicker (Literary)	\$1,503	\$1,537	\$1,575
Flicker (Financial)	\$1,271	\$1,300	\$1,333
Elicitor (School Magazine)	\$2,080	\$2,127	\$2,180
Gillnetter (School Newspaper)	\$1,583	\$1,619	\$1,659
Advanced Placement Facilitator	\$890	\$910	\$933
Community Service Club Liason	\$576	\$589	\$604
National Honor Society	\$694	\$710	\$728
Student Council	\$927	\$948	\$972
Senior Class Advisor (1 of 2)	\$1,503	\$1,537	\$1,575
Senior Class Advisor (2 of 2)	\$1,503	\$1,537	\$1,575
Junior Class Advisor (1 of 2)	\$808	\$826	\$847

Junior Class Advisor (2 of 2)	\$808	\$826	\$847
Sophomore Class Advisor	\$694	\$710	\$728
Freshman Class Advisor	\$578	\$591	\$606
Intramural/Club Coach	\$461	\$471	\$483
Rifle Team: Head Coach	\$1,382	\$1,413	\$1,448
3D Printer Lab Maintenance Supervisor	\$1,135	\$1,161	\$1,190
Chess Club	\$576	\$589	\$604
DECA	\$1,727	\$1,766	\$1,810
Auditorium Manager	\$1,152	\$1,178	\$1,207

O'MALEY INNOVATION MIDDLE SCHOOL

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
Faculty Sponsors:			
Band	\$927	\$948	\$972
Chorus	\$927	\$948	\$972
Student Congress	\$694	\$710	\$728
Orchestra	\$431	\$441	\$452
Drama Club	\$677	\$692	\$709
School Newspaper (Minimum of 2 Issues)	\$577	\$590	\$605
SAILS Club	\$681	\$696	\$713
Gay/Straight Alliance	\$681	\$696	\$713
Yearbook	\$681	\$696	\$713
Science	\$6,467	\$6,613	\$6,778
Mandatory Extended Day	\$1,361	\$1,392	\$1,427
Math	\$6,467	\$6,613	\$6,778
Mathletics	\$681	\$696	\$713

ELEMENTARY SCHOOLS

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
Faculty Sponsors:	\$677	\$692	\$709
Self Esteem	\$677	\$692	\$709
Chorus	\$677	\$692	\$709
Band	\$677	\$692	\$709
Academic Teams	\$677	\$692	\$709

SECTION 4 – Part-Time Teachers

Part-time teachers shall receive a pro-rated salary based on their years of teaching experience and obtained degree level as approved by the Superintendent.

SECTION 5 – Athletic Coaching Positions

Coaching positions will be paid in two equal installments throughout the coaching seasons. The payment schedule will be as follows:

- A. Fall sports will be paid in two equal installments in or around September and November.
- B. Winter sports will be paid in two equal installments in or around February and March.
- C. Spring sports will be paid in two equal installments in or around May and June.

	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>
Athletic Director (Assumes Part-Time AD)	\$11,516	\$11,775	\$12,069
Faculty Manager	\$4,031	\$4,122	\$4,225
Equipment Manager	\$6,232	\$6,372	\$6,531
Athletics Business Manager	\$4,025	\$4,116	\$4,219
Cheerleader Advisor (1 Season)	\$864	\$883	\$905
Cheerleader Advisor (2 Seasons)	\$1,727	\$1,766	\$1,810
Trainer:			
Fall	\$2,338	\$2,391	\$2,451
Winter	\$1,558	\$1,593	\$1,633
Spring	\$781	\$799	\$819
Football:			
Head Coach	\$8,290	\$8,790	\$9,290
Assistant Head Coach (2)	\$3,726	\$4,099	\$4,509
Junior Varsity Head Coach (2)	\$2,981	\$3,279	\$3,607
Freshmen Head Coach (2)	\$2,111	\$2,322	\$2,554
Hockey:			
Head Coach (2)	\$3,974	\$4,371	\$4,808
Assistants (4)	\$2,235	\$2,459	\$2,705
Basketball - Boys:			
Head Coach	\$3,974	\$4,371	\$4,808
Junior Varsity Head Coach	\$2,360	\$2,596	\$2,856
Freshmen Head Coach	\$1,863	\$2,049	\$2,254
Baseball:			
Head Coach	\$3,974	\$4,371	\$4,808
Junior Varisty	\$2,360	\$2,596	\$2,856

Freshmen	\$1,366	\$1,503	\$1,653
Spring Track:			
Head Coach	\$5,505	\$6,005	\$6,505
Assistant (1)	\$1,917	\$2,109	\$2,320
Assistant (2)	\$1,917	\$2,109	\$2,320
Assistant (3)	\$1,917	\$2,109	\$2,320
Winter Track:			
Head Coach	\$5,261	\$5,761	\$6,261
Assistant (1)	\$1,754	\$1,929	\$2,122
Assistant (2)	\$1,754	\$1,929	\$2,122
Assistant (3)	\$1,754	\$1,929	\$2,122
Cross Country:			
Head Coach	\$3,974	\$4,371	\$4,808
Soccer - Boys:			
Head Coach	\$3,974	\$4,371	\$4,808
Junior Varsity	\$2,360	\$2,596	\$2,856
Freshmen	\$1,366	\$1,503	\$1,653
Tennis - Boys:			
Head Coach	\$2,484	\$2,732	\$3,005
Golf:			
Head Coach	\$2,484	\$2,732	\$3,005
JV Head Coach	\$1,223	\$1,345	\$1,480

ROTC:

Rifle Team	\$1,490	\$1,639	\$1,803
Color Guard	\$1,490	\$1,639	\$1,803

Gymnastics Boys - Girls:

Head Coach	\$2,484	\$2,732	\$3,005
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Field Hockey:

Head Coach	\$3,974	\$4,371	\$4,808
Junior Varsity	\$2,360	\$2,596	\$2,856
Freshmen	\$1,366	\$1,503	\$1,653

Wrestling:

Head Coach	\$2,484	\$2,732	\$3,005
Assistant	\$2,356	\$2,592	\$2,851

Tennis - Girls:

Head Coach	\$2,484	\$2,732	\$3,005
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Basketball - Girls

Head Coach	\$3,974	\$4,371	\$4,808
Junior Varsity	\$2,360	\$2,596	\$2,856
Freshmen	\$1,863	\$2,049	\$2,254

Hockey - Girls:

Head Coach	\$3,974	\$4,371	\$4,808
Assistants	\$2,235	\$2,459	\$2,705

Soccer - Girls:

Head Coach	\$3,974	\$4,371	\$4,808
Junior Varsity	\$2,360	\$2,596	\$2,856
Freshmen	\$1,366	\$1,503	\$1,653

Softball:

Head Coach	\$3,974	\$4,371	\$4,808
Junior Varsity	\$2,360	\$2,596	\$2,856
Freshmen	\$1,366	\$1,503	\$1,653

Intramural/Club Coach:	\$497	\$547	\$602
Swim:			
Head Coach	\$3,974	\$4,371	\$4,808
Dive Coach	\$2,356	\$2,592	\$2,851
Lacrosse - Boys:			
Head Coach	\$3,969	\$4,366	\$4,803
Assistant	\$2,356	\$2,592	\$2,851
Lacrosse - Girls:			
Head Coach	\$3,969	\$4,366	\$4,803
Assistant	\$2,356	\$2,592	\$2,851
Cheerleading:			
Head Coach	\$3,969	\$4,366	\$4,803
Assistant	\$2,356	\$2,592	\$2,851

O'MALEY INNOVATION MIDDLE SCHOOL

FY22

FY23

FY24

Cross Country:			
Head Coach	\$2,455	\$2,701	\$2,971
Assistant	\$1,637	\$1,801	\$1,981
Field Hockey:			
Head Coach	\$2,336	\$2,570	\$2,827
Assistant	\$1,170	\$1,287	\$1,416
Basketball - Boys:			
Head Coach	\$2,336	\$2,570	\$2,827
Basketball - Girls:			
Head Coach	\$2,336	\$2,570	\$2,827
Hockey - Coed:			
Head Coach	\$2,336	\$2,570	\$2,827
Track & Field:			
Head Coach	\$2,455	\$2,701	\$2,971
Assistant	\$1,637	\$1,801	\$1,981

SECTION 6 – After School Student Detention at the High School and Middle School

Teachers may receive a stipend for supervising after school office detention. This stipend will be an hourly rate of \$37.50 per hour and will be based upon the number of hours served throughout the course of the school year by each individual teacher.

SECTION 7 – General Conditions

1. If any position exists or is established and is not listed in this Agreement, the Committee will negotiate with the Association over the appropriate salary for such position. If a new position occurs, and no salary has been negotiated, the Superintendent will ask for a negotiating session prior to the advertisement of the position. The presence of two negotiators for each side or a contracted representative will be deemed a quorum for effective effort.

2. If there is any substantial change in the duties of any existing position, the Committee will negotiate with the Association regarding possible modifications in the salary for such position.

A. PROVISIONS AFFECTING SALARY SCHEDULE

Credits which are to be included for Track III or Track IV must be earned in addition to the receipt of a Master's Degree. In service credits between Track III and IV cannot exceed 15 credits.

B. EXPLANATION OF THE VOCATIONAL SALARY SCHEDULE

- Eight years of trade experience plus completion of a two-year vocational training program is equal to a first year teacher with a Bachelor Degree
- In order to move from a Preliminary License to a Professional License, teachers will have completed a one-year induction program, worked for three (3) years as a teacher under the Preliminary License, and have completed thirty-nine (39) undergraduate credits. The Department of Elementary and Secondary Education requires these 39 credits for professional licensure. Completion of the 39 undergraduate credits moves the vocational educator to the Masters column.
- Advancement to the Professional License triggers the horizontal movement on the Salary Schedule
- A teacher shall advance from column to column on the Salary Schedule by obtaining an appropriate number of course credits from an accredited institution of higher education. Horizontal advance on the Vocational Salary Schedule may also be accomplished by earning an equivalent number of PDP's, CEU's from a provider approved by the Department of Elementary and Secondary Education (DESE), through in-service credits in a District-sponsored workshop, by participation in an equivalent number of clock hours in a DESE activity, or in workshops and seminars that are presented by professional organizations and educational collaboratives in which PDP's or CEU's are available.

One undergraduate course credit hour equals 15 PDP's. One C.E.U. equals ten (ten) PDP's.

- Additional teaching and/or vocational experience is credited year for year for advancement toward the maximum column
- Vocational teachers will receive credit for course work and/or PDPs already completed and such credits will be applied toward horizontal movement on the Salary Schedule. This refers to credits accrued beyond the 39 required credits referred to above.
- MA 1 equals 225 PDPs (225 accrued); MA2 equals 225 PDPs (450 accrued); MA 3 equals 225 PDPs (675 accrued and equivalent to the M plus 30 column).
- MA 1 is paid one third of the difference between the Masters and Masters plus 30 columns; MA 2 is paid two thirds of the difference between the Masters and the Masters plus 30 columns; MA 3 is equivalent to the Masters plus 30 column.
- MA 4 equals 225 PDPs (225 accrued); MA 5 equals 225 PDPs (450 accrued); MA 6 equals 225 PDPs (675 accrued and equivalent to the M plus 60 column).
- MA 4 is paid one third of the difference between the Masters plus 30 column and the Masters plus 60 column; MA 2 is paid two thirds of the difference between the Masters plus 30 column and the Masters plus 60 column; MA 6 is equivalent to the Masters plus 60 column.

C. INCENTIVE PAYMENT

In addition to the annual increment, the following incentive payments will be made to a person on Track I engaged in a definite master's program.

\$200.00 at level one (10 credits)

\$360.00 at level two (20 credits)

Only credits, which are part of a master's program, may be used for this purpose. An incentive payment of \$265.00 will be paid in addition to any Track II step for fifteen (15) credits earned in addition to the acquisition of the Master's degree. To be eligible for academic incentive payment, credits must be earned while in the actual employ of the Gloucester School System.

These incentive payments shall be made only for two (2) successive years, at each level, to those people who present proof to the Superintendent that they are in a Master's program. The program shall be approved by the Superintendent as in Section K.

The incentive payment between Tracks II and III shall be made for two (2) successive years. If the teacher is in a program, then the Superintendent must approve the program. If the teacher is not in a program, then the courses to be used for the incentive payment must be approved by the Superintendent.

D. FAILURE TO ADVANCE ON A SALARY SCHEDULE DUE TO LACK OF CREDITS

Teachers who are not receiving annual increments because of lack of credits will advance to the step value of a salary schedule adopted as the result of these negotiating sessions. When increments are resumed because of credits earned, teachers will progress one increment per year.

E. EXPERIENCE

Full credit will be given for recent previous teaching and/or administrative experience upon employment. Additional credit not to exceed three (3) years for military experience and not to exceed two (2) years of Peace Corps and other similar work directly related to education may be given upon initial employment. (refer to: Article Nine, Section A)

F. TRAINING

The training classification is based on academic degrees, and evidence of degree status in the form of transcript or other official statement from the accredited college or university involved will be required of all teachers.

A teacher who attains a higher training classification while in the service of the Gloucester Public Schools will become eligible for salary payment under the new classification immediately, prorated, upon receipt of the degree during the course of the school year.

G. PROGRESS ON THE SCHEDULE

Teachers rendering satisfactory service and fulfilling the minimum in-service training requirements shall receive annual increments as indicated in the salary schedule. Salary increases of any kind are not automatic and will be granted only where there has been a continuation of high standards of teaching or demonstrated improvement in the efficiency of service. This applies not only to annual salary increments granted for additional experience, but also to salary adjustments granted for additional training. The Committee reserves the right to withhold increments from a teacher doing unsatisfactory work; in such case the recommendation for such action must be made by the Superintendent and the teacher be notified and informed of the reasons for its necessity. The Committee may, at its discretion, request from the Superintendent and the supervisory personnel involved, evaluations of any or all members of the professional staff. For purposes of applying the schedule, ninety (90) scheduled school days or more, as established in the school calendar, excluding personal days, will constitute a teaching year.

H. ANNIVERSARY DATE

Upon the adoption of this basic salary schedule, all provisions of the previous salary schedule not consistent with this schedule are hereby revoked, subject to Section G, where applicable.

I. MINIMUM REQUIREMENTS

No teacher shall receive more than four annual increments in salary unless he presents evidence to the Superintendent of approved professional study equal to five (5) units of credit earned during the four (4) year period. Of the five (5) units of credit, at least three (3) units must be earned at an approved degree granting college or university, except as noted below:

A maximum of two (2) units of credit may be granted for extended travel or school directed professional improvement programs, such as system-wide teacher improvement programs recommended by the Superintendent and with the approval of the Committee.

Before a teacher embarks on a program leading toward a higher preparation track or for the required salary schedule credits for advancement within a track, he shall submit the proposed program to the Superintendent for approval. The Superintendent shall submit to the Committee annually a list of personnel and the approved courses submitted for credit.

Two (2) units of credit will be granted for travel outside of the continental United States of at least four (4) consecutive weeks and travel within the continental United States of at least six (6) consecutive weeks. The teacher requesting credit for travel must submit to the Superintendent for his approval the proposed itinerary indicating the educational benefits to be derived. The acceptance of travel credits shall be on conditions that the teacher submits to the Superintendent for his approval a written summary of the trip indicating the educational benefits derived. This summary must be submitted before November first following the completion of the travel unit.

Five (5) units of credit, equivalent to satisfactory completion of course work during a four-year period for salary adjustment may be granted for the authorship of a book published by a publisher of recognized standing or merit.

Two units of credit may be granted during a four (4) year period for salary adjustment for authorship of a published magazine article or other publication concerned with educational, literary, or public affairs.

Approval of a work for credit for annual increments will be given by a majority vote of a committee composed of the Vice Chairperson of the Committee, the Superintendent, and a faculty member appointed by the Executive Committee of the Association. The evaluation committee shall meet at the call of the Superintendent upon submission of a published work. Only one such award may be made to an individual faculty member in any four (4) year period.

The Superintendent may recommend the granting of a fifth successive increment for a teacher lacking the required five (5) credits after a private hearing for extenuating circumstances and satisfactory proof of capability to earn the credits before the sixth year of service is commenced.

In the case where an increment is withheld for failure to meet minimum requirements, the individual and the Association will be notified in writing, the Association via a letter to the Chairperson of the PR & R Committee. The information will be kept confidential.

J. TEACHERS AT AGE 55 OR OVER

The parties subscribe to a feeling that older teachers can still improve. A back-to-the-campus effort for a person in the higher salary brackets does not appear to be a serious imposition that reduces a teacher's professional image or status.

Teachers at age fifty-five (55) who have reached the maximum step for their track will be granted the maximum step on the salary schedule regardless of the number of steps and will not be expected to produce evidence of credits earned to remain at that step for their remaining years of service. They may still qualify for incentive payments if they elect to move from one track to another to attain a higher maximum figure.

Teachers at age fifty-five (55) or older who indicate a desire to retire after two (2) more years of service and who have served the Gloucester Public Schools for at least ten (10) years, may contract for such termination. Such a terminal two (2) year contract would guarantee, with successful service, an annual salary at the maximum step of any approved schedule for the teacher's appropriate track.

K. EVIDENCE OF CREDITS

Credits for step advancement must be submitted to the Superintendent not later than July 1, to be effective the following September. Credits earned after July 1, but before September 1, will be accepted if notice of intent to submit is given to the Superintendent prior to July 1. In order to advance to a new column, teachers will be required to submit a form provided by the administration. This form must be submitted to the Superintendent prior to November 1 of the year preceding the anticipated advancement.

Upon submitting evidence of credits to the Superintendent which will affect the placement of a teacher on the salary schedule or qualify the teacher for an incentive payment, the increase will be effective within the next two payroll periods following the submission of the evidence.

L. PROFESSIONAL DEVELOPMENT INCREMENTS

A Professional Development Increment shall be paid once annually no later than the first pay period in December in a separate check to teachers in accordance with the schedule that follows. To be eligible to receive the increment a bargaining association member must earn 120 P.D.P.'s in a given five (5) year period. In the time period from 1996 through the year 2001 an association member must reach a prorated number of P.D.P.'s to receive the increment. For example: An association member has served in the Gloucester Schools for 13 consecutive years at the start of the 1998-1999 school year. To receive the increment the association member must have 48 P.D.P.'s and must have a total of 96 P.D.P.'s by the start of the fifteenth year. To continue to receive increments the association member must have a total of 120 P.D.P.'s earned in each five (5) year period starting in 1994 with benchmark targets in 1999 and 2004 and so on. Should an association member fail to reach the required number of P.D.P.'s that member can advance upon achieving the proper number. If the association member makes up all required P.D.P.'s at the benchmark target dates the individual shall be placed on the appropriate service increment and treated as though each prorated level had been reached in a timely fashion. For example: An association member begins the 13th year of employment in 1998. That member does not have the 48 P.D.P.'s for the 1998-1999 school year but does have the 48 by the 1999-2000 school year. Beginning in the 1999-2000 school year the member will receive the increment. If the association member has the requisite of 96 P.D.P.'s by the start of the 2001-2002 school year that member would be eligible to receive the 15 year increment.

To qualify for the increment the association member must have continuous years of service in the Gloucester Schools. Time spent on paid or unpaid leave or lay-off shall not count as a break in service.

Years of Continuous Service as of Sept. 1 Increment

15 - 19 years	\$ 500
20 - 24 years	\$1,000
25 - + years	\$1,500

The above steps are subject to the teachers successfully accumulating 120 hours of accredited Professional Development Points within the five (5) year period or a prorated amount.

M. NATIONAL TEACHER CERTIFICATION

Teachers who possess the National Teacher Certificate and who provide mentoring services to teachers, receive an annual stipend of \$1500.

N. STAFF DEVELOPMENT

Staff Development, Summer School and Student Enrichment work: \$30.00 per hour and effective upon execution of the agreement \$37.50 per hour. Staff Development Leadership Work \$35.00 per hour and upon execution of the agreement \$45.00 per hour.

O. GHS COMMITTEE

The parties agree to convene a GHS committee to discuss the professional responsibilities of Program Leaders and to make recommendations. Any mandatory subjects of bargaining will be referred to the Association and the School Committee.

P. **ONLINE SURVEY**

Administration will conduct an annual, online survey to seek input as a means of providing meaningful and relevant professional development.

Q. **CONTRACT CLEAN UP**

The parties agree to coordinate contract clean up as part of this tentative agreement.

APPENDIX B

GLOUCESTER EDUCATOR EVALUATION AGREEMENT

1. Purpose of Educator Evaluation

This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; and the Educator Evaluation regulations, 603 CMR 35.00 et seq.

The regulatory purposes of evaluation are:

- i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability.
- ii. To provide a record of facts and assessments for personnel decisions.

The purpose of the evaluation system for the Gloucester Public Schools is to support and promote teacher excellence and improvement through collaboration, mentoring, and professional development. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

2. Definitions

Artifacts of Professional Practice: Educator developed work products and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

Caseload Educator: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

Classroom Teacher: Educators who teach pre-K-12 whole classes, and teachers of special subjects such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

Categories of Evidence: Multiple measures of student learning, growth, and achievement, judgments based on observations (including unannounced observations of practice of ten (10) minutes or longer) and artifacts of professional practice, and additional evidence relevant to one or more Standards of Effective Teaching Practice.

District-determined Measures: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to portfolios, approved commercial assessments, district-developed pre

and post-unit and course assessments, and capstone projects. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement.

Educator(s): Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

Educator Plan: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth, and achievement. There shall be four types of Educator Plans:

1. **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS) and at the discretion of an Evaluator for an Educator teaching under a new license. The Educator shall be evaluated at least annually.
2. **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - For Educators whose impact on student learning is either moderate or high, the Educator Plan may be for up to two years.
 - For Educators whose impact on student learning is low, the Educator plan shall be for one year. The Plan shall include a goal related to examining elements of practice that may be contributing to low impact.
3. **Directed Growth Plan** shall mean a plan of one school year or less for Educators with PTS who are rated needs improvement. Directed Growth Plans will be developed by the Educator and the Evaluator and will be of one school year or less. There shall be a summative evaluation at the end of the period determined by the plan and if the Educator does not receive a proficient rating he or she shall be rated unsatisfactory and shall be placed on an improvement plan or continue for another year on a Directed Growth Plan at the discretion of the Evaluator.
4. **Improvement Plan** shall mean a plan for Educators with PTS who are rated unsatisfactory. The plan shall consist of goals specific to improving the Educator's unsatisfactory performance. Improvement Plans will be developed by the Evaluator and will be made for a realistic time period sufficient to achieve the goals of the Improvement Plan but not less than forty five (45) school days within the same school year and no more than one school year. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

DESE: The Massachusetts Department of Elementary and Secondary Education.

Evaluation: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).

Evaluator: Any building or district administrator who is appropriately licensed and designated by the superintendent who has responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one Primary Evaluator at any one time responsible for determining performance ratings. Supervising Evaluators make recommendations and provide input. A list of evaluators and the educators to whom they are assigned to evaluate each school year will be included in the opening day material.

Teaching Staff Assigned to More Than One Building: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the evaluator will be.

Notification: The Educator shall be notified in writing of his/her Evaluator at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

Evaluation Cycle: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

Experienced Educator: An Educator with Professional Teacher Status (PTS).

Family: Includes students’ parents, legal guardians, foster parents, or primary caregivers.

Formative Assessment: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

Formative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at an assessment of progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

Goal: A specific, actionable, and measurable area of improvement as set forth in an Educator’s plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth, and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team of educators, departments, or other

groups of Educators who have the same role. Team goals can be developed by grade-level or subject-area teams.

Measurable: That which can be classified or estimated in relation to a scale, rubric, or standards.

Multiple Measures of Student Learning: Measures must include a combination of classroom, school, and district assessments; student growth percentiles on state assessments if state assessments are available, and student ACCESS gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance.

Observation: A data gathering process specifically undertaken pursuant to this agreement that includes notes and judgments (shared with the Educator) made during one or more classroom or worksite visits(s) of at least ten (10) minutes in duration by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. All observations will be done openly. No photography, videotaping, or audio taping shall be permitted without mutual agreement between the Educator and the Evaluator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator using the agreed upon protocols.

Parties: The Gloucester Teachers Association and the Gloucester School Committee are the parties to this agreement.

Performance Rating: Describes the Educator's performance on each performance standard, and the overall evaluation. There shall be four performance ratings:

Exemplary: The Educator's performance consistently and significantly exceeds the requirements of a standard or the overall evaluation. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.

Proficient: The Educator's performance fully and consistently meets the requirements of a standard or the overall evaluation. Proficient practice is understood to be fully satisfactory.

Needs Improvement: The Educator's performance on a standard or the overall evaluation is below the requirements of a standard or the overall evaluation but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.

Unsatisfactory: The Educator's performance on a standard or the overall evaluation has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or the overall evaluation and is considered inadequate, or both.

Performance Standards: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.

Professional Teacher Status: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

Rating of Educator Impact on Student Learning: A rating of high, moderate, or low based on trends and patterns of student learning, growth and achievement. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth, and achievement, using guidance and model contract language from ESE.

Rating of Overall Educator Performance: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

Standard I: Curriculum, Planning and Assessment

Standard II: Teaching All Students

Standard III: Family and Community Engagement

Standard IV: Professional Culture

Attainment of Professional Practice Goal(s)

Attainment of Student Learning Goal(s)

Educators will submit artifacts of their proficiency, and Evaluators will be required to include the submitted artifacts in their evaluations of Educators.

Rubric: In rating educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. The rubric is a scoring tool used to judge the educator's practice at the four levels of performance. The rubric consists of:

- **Standards:** Describes broad categories of professional practice, including those required in 603 CMR 35.03
- **Indicators:** Describes aspects of each standard, including those required in 603 CMR 35.03
- **Elements:** Defines the individual components under each indicator
- **Descriptors:** Describes practice at four levels of performance for each element
 - Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of

student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

- To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

Summative Evaluation: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating. To be rated proficient overall, an Educator shall at a minimum, have been rated proficient or higher on the Curriculum, Planning and Assessment and the Teaching all Students standards for teachers. Evaluations used to determine the Educator's overall performance rating and the rating on each of the four standards may inform personnel decisions such as reassignments, transfers, PTS or dismissal pursuant to Massachusetts general laws.

Superintendent: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

Teacher: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3) (a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

Trends in student learning: At least three years of data from district-determined measures (the impact of which are locally-bargained) and state assessments used in determining the Educator's rating on impact on student learning as high, moderate, or low.

3. **Evidence Used in Evaluation**

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

- A. Multiple measures of student learning, growth, and achievement, which shall include:
- Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre-and post-unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or ACCESS gain scores, if applicable, in which case at least three years of data is required.
 - Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement shall be determined by the District. The impact of these measures shall be locally bargained. The measures shall be based on the Educator's role and responsibility.
- B. Judgments based upon (CMR 35.07) observations and artifacts of practice including:
- Unannounced observations of practice
 - Announced observations of practice
 - Examination of Educator work products submitted by the Educator and/or requested by the Evaluator
 - Examination of student work products submitted by the Educator and/or requested by the Evaluator
 - Evidence of progress toward professional practice goal(s) submitted by the Educator
 - Evidence of progress toward student learning outcomes goal(s) submitted by the Educator

- Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.
- C. Evidence relevant to one or more Performance Standards, compiled and presented *by the Educator* including but not limited to:
- Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, and contributions to the school community and professional culture
 - Evidence of active outreach to and engagement with families
- D. Student and Staff Feedback – see #23-24, below

4. **Rubric**

The rubrics are a scoring tool used for the Educator’s self-assessment, the formative assessment, the formative evaluation, and the summative evaluation. Those rubrics are attached to this agreement.

5. **Evaluation Cycle: Training**

- A. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by DESE.
- B. By October 15 all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal providing that all Educators have been provided with professional development on self-assessment and goal setting at least five school days prior to this date. Any Educator hired after the October 1 date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The Superintendent shall work with the Association (in an advisory capacity) to consider or explore the most effective means to provide the training.

6. **Evaluation Cycle: Annual Orientation**

At the start of each school year, the superintendent, principal, or designee shall conduct a meeting for Educators and Evaluators focused substantially on Educator evaluation. The superintendent, principal, or designee shall:

- i. Provide an overview of the evaluation process, including goal setting and the Educator plans.
- ii. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- iii. Provide Educators hired after the beginning of the school year with an overview of the evaluation process, including goal setting and the Educator plans, and with directions for obtaining a copy of the forms used by the District. The District may develop a pre-recorded orientation webinar to facilitate the training of Educators hired after the beginning of the school year. Such Educators will be informed of the opportunity to meet with their Evaluator to discuss the evaluation process.
- iv. Provide District and School goals and priorities, and seek to provide related professional development opportunities.
- v. Provide all new staff with training in the district Educator Evaluation model as part of the teacher induction program.

7. Evaluation Cycle: Self-Assessment

A. Completing the Self-Assessment

- i. The evaluation cycle begins with the Educator completing and submitting to the Evaluator a self-assessment by October 1 or within four weeks of the start of his/her employment at the school (provided that the Educator has been provided with the professional development referenced in 5(B)).
- ii. The self-assessment includes:
 - An analysis of evidence of student learning, growth, and achievement for students under the Educator's responsibility.
 - An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - Proposed goals to pursue: At least one goal directly related to improving the Educator's own professional practice.
 - At least one goal directed related to improving student learning.

B. Proposing the Goals

- i. Educators must consider goals for grade-level, subject-area, or department teams, or for other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

- ii. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1 (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15 and providing that the Educator has been provided with the professional development referenced in 5(B)) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii. Unless the Evaluator indicates that an Educator in his/her second or third year of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- iv. For Educators with PTS and overall ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade-level, subject-area or department team goals.

8. **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

- A. Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice and one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have similar roles and/or responsibilities.
- B. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth, and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth, and achievement will be determined after ESE issues guidance on this matter. See #22, below.

Evaluators and Educators must consider team goals. The Evaluator retains authority over goals to be included in an Educator's plan. Should an Evaluator reject a goal, the Educator will be provided with an explanation.

C. Educator Plan Development Meetings shall be conducted as follows:

- Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15 of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
- For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15 or within six weeks of the start of their assignment in that school.
- The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade-level, subject area or department goals.
- For educators with PTS with ratings of proficient and exemplary, the professional practice goal may be a team goal. In addition, these Educators may include professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

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

9. **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

In the first year of practice:

- The Educator shall have at least one (1) announced observation during the school year, and four (4) unannounced observations spaced throughout the school year, using the protocol described in section 11B, below.

In the second year of practice:

- The Educator shall have at least one (1) announced observation during the school year, and three (3) unannounced observations spaced throughout the school year, using the protocol described in section 11B, below.

In the third year of practice:

- The Educator shall have at least three (3) unannounced observations spaced over the school year.

10. **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

- A. The Educator whose overall rating is proficient or exemplary will have at least one unannounced observation during the evaluation cycle.
- B. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan. The Plan will include one (1) announced observations, at least three (3) unannounced observations spaced over the school year.
- C. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The Educator will have four (4) unannounced observations, at least one per marking period. The Educator will have at least one (1) announced observation. For Improvement Plans of six months or less, there must be no less than one (1) announced and two (2) unannounced observations.

11. **Observations**

The Evaluator’s first observation of the Educator should take place by November 15, unless the Educator is on a self-directed plan. Observations required by the Educator Plan should be completed by May 15. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as are relevant to the observation.

- A. Unannounced Observations: All unannounced observations shall be conducted according to the following:
 - i. The Evaluator shall observe the Educator for a minimum of ten (10) minutes. Upon entering the room for purposes of an unannounced observation, the Evaluator will–inform the Educator that the purpose of the visit is for an unannounced observation by dropping off the agreed upon Educator input form.
 - ii. The Educator will be provided with written feedback from the Evaluator within five (5) school days of the observation. The Evaluator’s written feedback and the Educator’s input will be communicated through Teach Point or a comparable electronic evaluation management system. If either the Educator or the Evaluator requests a meeting to discuss the observation, such a meeting will take place within ten (10) school days. The Educator can respond to the written feedback before or after the meeting with the Evaluator.
 - iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time within a cycle must be followed by at least one observation within twenty (20) school days. The

Educator shall be given a written document that summarizes the issues, the action(s) to be taken to correct the issues, and a time frame for the subsequent observation to demonstrate the completion of such action(s).

- iv. Any Educator who makes a reasonable request for additional unannounced observations will receive them.

B. Announced Observations

All non PTS Educators on Developing Educator Plans and PTS Educators on Improvement Plans shall have one (1) announced observation conducted according to the following:

- i. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be at least thirty (30) minutes in duration.
- ii. Within five (5) school days of the scheduled observation, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess the performance. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity on the agreed upon template. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
- iii. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- iv. The Evaluator shall provide the Educator with written feedback within five (5) school days of the observation. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - o Describe the basis for the Evaluator's judgment.
 - o Describe actions the Educator should take to improve his/her performance.
 - o Identify support and/or resources the Educator may use in his/her improvement.
 - o State that the Educator is responsible for addressing the need for improvement.

- v. Within five (5) school days of the receipt of the written feedback, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible. The Educator can respond to the written feedback before or after the meeting with the Evaluator.
- C. Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by another name (herein called “walkthroughs”) are intended to gauge the overall climate, culture and instruction within a school, program, or department, and entail walking into multiple classrooms. Observations from walkthroughs summarize the aggregate climate, culture, and instruction and are used to talk about observed patterns and trends across classrooms. They are not used for commenting on individual Educators. Walkthroughs are not observations for the sake of this evaluation system. However, Educators will expect to get feedback.

12. **Evaluation Cycle: Formative Assessment**

- A. A specific purpose for evaluation is to promote student learning, growth, and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced observations. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth, and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C. The Formative Assessment report provides written feedback and ratings to the Educator related to his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall performance, or both.
- D. No less than two weeks (January 15 for one year plans and May 15 for two year plans) before the due date for the Formative Assessment report, the Educator shall provide to the Evaluator evidence of family outreach and engagement (for example, logs of calls to parents and guardians, emails, class websites, etc.) fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator’s performances against the four Performance Standards.

- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet before and/or after completion of the Formative Assessment Report.
- F. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face or delivered to the Educator's school mailbox or sent to the Educator through Teach Point or a comparable secure, online evaluation management system. Should the Evaluator determine that the Educator could be placed on a Directed Growth Plan or an Improvement Plan at the completion of the Summative Evaluation, notice of this possible placement shall be provided to the Educator in the Formative Assessment.
- G. The Educator shall sign the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- H. The Educator may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.
- I. If an Educator receives a formative assessment which differs from the summative rating the Educator had previously received, the Evaluator may change the activities in the Educator Plan.

13. **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

The parties agree to revise the existing Form 4B to more closely mirror Form 4A in which the evaluator indicates progress within each standard by selecting from the following indicators: 1) Making effective progress 2) Further evidence needed or anticipated, or 3) Area of concern.

For indications of either "Making Effective Progress" or "Further Evidence Needed or Anticipated," the prior Summative Rating will automatically continue to apply as the Year 1 Formative Rating. An indication of "Area of Concern" would require designation of any new rating as well as specific written explanation and guidance for improvement during the second year of the evaluation cycle.

- A. Educators on two-year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than May 15 of year one of the two-year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

- B. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall performance, or both.
- C. No less than two weeks before the due date for the Formative Assessment report, the Educator shall provide to the Evaluator evidence of family outreach and engagement (for example, logs of calls to parents and guardians, emails, class websites, etc.) fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may provide to the Evaluator additional evidence of the Educator's performances against the four Performance Standards.
- D. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, to the Educator's school mailbox, or sent to the Educator through Teach Point or a comparable secure, online evaluation management system. Should the Evaluator determine that the Educator could be placed on a Directed Growth Plan or an Improvement Plan at the completion of the Summative Evaluation, notice of this possible placement shall be provided to the Educator in the Formative Assessment.
- E. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet before and/or after completion of the Formative Evaluation Report.
- F. The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.
- G. The Educator shall sign the Formative Evaluation report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

14. Evaluation Cycle: Summative Evaluation

- A. The evaluation cycle concludes with a summative evaluation report. For Educators on a one- or two-year Educator Plan, the summative report must be written and provided to the Educator by May 15.
- B. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards, and evidence of the attainment of the Educator Plan goals.
- C. The professional judgment of the primary Evaluator shall determine the overall summative rating that the Educator receives. For an Educator whose overall

performance rating is exemplary or proficient and whose impact on student learning is low (as ascertained by the district determined measures the impact of which will be bargained in accordance with this agreement), the following should occur in accordance with CMR 35.06 7(a)(2):

- The Evaluator shall place the educator on a self-directed growth plan;
 - The Educator and Evaluator shall analyze the discrepancy in practice and student performance measures and seek to determine the cause(s) of such discrepancy;
 - The plan shall be for one school year in duration;
 - The plan may include a goal related to examining elements of practice that may be contributing to low impact.
 - The Educator shall receive a summative evaluation at the end of the period determined in the plan, but at least annually.
- D. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the primary basis for a summative evaluation rating.
- E. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient or higher on the Curriculum, Planning and Assessment and the Teaching all Students standards for Educators.
- F. The Educator will provide to the Evaluator evidence of family outreach and engagement (for example, logs of calls to parents and guardians, emails, class websites, etc.) fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The Educator may also provide to the Evaluator additional evidence of the Educator's performance against the four Performance Standards.
- G. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- H. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face to face or to the Educator's School mailbox or sent through Teach Point or a comparable online, secure evaluation management system no later than May 15.
- I. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1.
- J. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10.

- K. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- L. The Educator shall sign the final Summative Evaluation report by June 15. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- M. The Educator shall have the right to respond in writing to the summative evaluation. The response shall become part of the final Summative Evaluation report.
- N. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. **Educator Plans – General**

Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.

The Educator Plan shall include, but is not limited to:

- At least one goal related to improvement of practice tied to one or more Performance Standard;
- At least one goal for the improvement of learning, growth, and achievement of the students under the Educator's responsibility;
- An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan and the collective bargaining agreement between the parties.

16. **Educator Plans: Developing Educator Plan**

Developing Educator Plan shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS) and at the discretion of an Evaluator for an Educator teaching under a new license. The Educator shall be evaluated at least annually.

17. **Educator Plans: Self-Directed Growth Plan**

A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2015-2016 whose impact on student learning is moderate or high, when agreed upon impact on student learning data is available. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.

A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2015-2016 whose impact on student learning is low, when agreed upon impact on student learning data is available. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18. **Educator Plans: Directed Growth Plan**

A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement. Upon the written consent of the Educator on the agreed upon form, the Association president will be informed that an Educator has been placed on a Directed Growth Plan and will be provided with the name of the Educator.

The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15.

For an Educator on a Directed Growth Plan whose overall summative performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

For an Educator on a Directed Growth Plan whose overall summative performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle, or the Educator may continue for another year on a Directed Growth Plan at the discretion of the Evaluator.

19. Educators Plan: Support Team

SUPPORT TEAM

A teacher placed on an Improvement Plan as a result of an unsatisfactory overall rating may formally ask his/her Principal, in writing, on the form attached to this Agreement, for the intervention of a Support Team. The Principal, upon receipt of the teacher's written request, will then establish a Support Team, subject to the terms and conditions hereinafter provided:

(1) Agreement, Consent, and Cooperation of the Teacher with an Unsatisfactory Overall Rating

The ability of the Support Team to fulfill its role will depend on many factors. Obviously, one essential factor is the agreement, consent, and cooperation of the teacher with an unsatisfactory overall rating. The designation of the Support Team, as hereinafter provided, and its continued functioning, is predicated on such agreement, consent, and cooperation. The teacher with an unsatisfactory overall rating may at any time, by notice in writing to the Principal, terminate the continued functioning of the Support Team.

(2) Support Team Members

The Support Team shall consist of the teacher's Principal and three colleagues of the teacher, with the teacher selecting one colleague, the Association selecting one colleague, and the Administration selecting one colleague. The colleagues should be teachers in the school of the teacher with an unsatisfactory overall rating, if possible, but in any event must be teachers in the Gloucester School system.

(3) Submission of Information

The teacher requesting Support Team intervention shall provide the Support Team, or authorize his/her principal to provide the Support Team, with copies of the relevant documentation placing the teacher on an Improvement Plan as a result of an unsatisfactory overall rating, and such other information which the Support Team deems relevant.

(4) Role of Support Team

- a. The Support Team shall review the performance issues and suggest alternatives to address the performance problems, i.e., outside support on the teacher's behalf; participation in professional development activities; course work; release time opportunities to visit other classrooms; increase in tuition reimbursement opportunities; peer coaching; working with a mentor teacher; other growth activities, etc. The aforementioned are set forth as possibilities, not mandates, and are not exhaustive.

- b. The Support Team may expend up to a total of \$1,000 (per teacher) in implementing its suggestions to address the performance problems. Any expenditure in excess of shall require the advance written approval of the Superintendent.
- c. The Support Team shall review and suggest appropriate time lines regarding the measuring of improvement in the teacher's performance.
- d. The Support Team shall work with the teacher; shall monitor the progress of the teacher; shall make recommendations with regard to the performance problems and their solutions; and, at the conclusion of an appropriate time period, submit their findings with regard to the alleviation of the teacher's performance problems.
- e. The Support Team or a designated member or members thereof may conduct observations of the teacher and report back the results thereof to the Support Team. In the event the Support Team or a designated member or members thereof conduct observations, the evaluator shall also be present for at least half of such observations.

20. **Educator Plans: Improvement Plan**

An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than forty five (45) school days and no more than one school year. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan. In those cases where an Educator is rated unsatisfactory near the close of a school year, the Educator may voluntarily include activities during the summer preceding the next school year as part of the plan.

An Educator on an Improvement Plan shall be assigned an Evaluator (see definitions). The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.

The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met and the activities that the Educator must take to improve and the assistance to be provided to the Educator by the District.

The Improvement Plan process shall include:

- Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with

the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

- The Educator may request that a representative of the Association attend the meeting(s).
- Upon the written consent of the Educator on the agreed upon form, the Association president will be informed that an Educator has been placed on an Improvement Plan and will be provided with the name of the Educator.

The Improvement Plan shall:

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

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

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

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

- If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
- If the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

- If the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.
- If the Evaluator determines that the Educator’s practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

21. Timelines for Non PTS educators or PTS on improvement or directed growth plans

Activity	Completed On or Before
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	September 15
Evaluator meets with first-year educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Educator submits Educator Plan	October 15
Evaluator approves Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	January 15
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	February 1
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	February 15
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	May 1
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 1
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt	June 15

Timeline for Educators with PTS on Two-Year Plans

Activity	Completed On or Before
Superintendent, principal or designee meets with Evaluators and Educators to explain evaluation process	September 15
Evaluator meets with Educators to assist in self-assessment and goal setting process	October 1
Educator submits self-assessment and proposed goals	October 1
Educator submits Educator Plan	October 15
Evaluator approves Educator Plan	November 1
Evaluator completes unannounced observation, See Section 11 A. IV and V	Any time during the 2-year evaluation cycle
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	May 15 of Year 1
Evaluator completes Formative Evaluation Report	June 1 of Year 1
Evaluator conducts Formative Evaluation Meeting, if any	June 1 of Year 1
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired)	May 1 of Year 2
Evaluator completes Summative Evaluation Report	May 15 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 10 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

Educators on Plans of Less than One Year

The timeline for Educators on Plans of less than one year will be established in the Educator Plan.

22. Advancement to PTS Status

In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and the overall rating. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and the overall rating on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

23. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

24. Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

25. Using Staff feedback in Educator Evaluation

ESE will provide model contract language, direction, and guidance on using staff feedback in Administrator Evaluation. Upon receiving this model contract language, direction, and guidance, the parties agree to bargain with respect to this matter.

26. General Provisions

- A. Only Educators who are licensed may serve as primary Evaluators of Educators.
- B. Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or to secure assistance to support an Educator.
- C. The superintendent shall insure that Evaluators have ongoing training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D. Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

- E. The parties agree to establish a joint labor-management evaluation team which shall review the pilot evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties, and shall discuss other parts of the evaluation process noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for further negotiations and ratification.

- F. Educators will be provided with time within the contractual work day to complete evaluation requirements including but not limited to, collaboration, goal setting and planning, organization of evidence and artifacts and development of curriculum and student assessments. Specifically, Educators must be provided with one hour per quarter for this purpose. In addition, with the consent of the building principal, Educators may utilize the Professional Learning Communities at the High School, Curriculum Meetings at the Middle School and Early Release days at the Elementary Schools for evaluation-related work.

- G. Violations of this article are subject to the grievance and arbitration provisions of the collective bargaining agreement.

APPENDIX C

File: GCC

FAMILY AND MEDICAL LEAVE ACT (FMLA)

As a workplace, the Gloucester Public Schools is committed to public policies responsive to family needs. It is the School Department's policy to comply with the Family and Medical Leave Act of 1993.

This policy shall apply to all permanent employees of the Gloucester Public Schools.

I. **PROCEDURE**

A. **Eligibility**

An employee employed by the Gloucester Public Schools for at least twelve (12) months and who has worked at least 1,250 hours during the twelve (12) month period immediately preceding a leave under this section may take up to twelve (12) work weeks of unpaid leave per twelve (12) month period measured from the date an employee begins any leave for any one or more of the following reasons:

1. For the birth of a son or daughter, and to care for the newborn child of the employee (see Massachusetts Paternal Leave Act);
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
4. For a serious health condition that makes the employee unable to perform the functions of the employee's job.

B. **Key Employee**

The FMLA defines a key employee as a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite. The law gives an employer the option of declining reinstatement to an employee because of his or her status as a key employee if such reinstatement would cause the employer substantial and grievous economic injury to its operations.

C. **Certification**

An employee shall provide certification from a health care provider of the employee or the employee's family member within fifteen (15) calendar days after the employer's request to substantiate any leave due to the serious health condition of

the employee or the employee's immediate family member. Failure to provide such certification will result in a denial of the leave request until the employee provides the requested certification. Certification of Health Care Provider forms are available in the Human Resources Department.

D. **Notice**

1. In order to plan for the provision of quality uninterrupted service to the public, the employee seeking leave must notify their supervisor at least thirty (30) days prior to any anticipated leave. If the need for leave is not foreseeable, the employee must give the supervisor notice "as soon as practicable" ("as soon as practicable" generally means at least verbal notice within one or two business days of learning of the need to take FMLA leave).
2. The employee shall first notify the Superintendent of Schools or his/her designee regarding the leave request by providing sufficient information for the superintendent or his/her designee to reasonably determine whether the FMLA may apply to the leave request. The Human Resources Department will send written notification of the request, the need for proper documentation, and authorization (or denial) from the Superintendent. Once the documentation has been received, the Personnel Action Form (PAF) will be processed through Payroll. Documentation will be filed in the employee's personnel file after the FMLA has been closed.
3. The Gloucester Public Schools may require the employee to correct any deficiencies in certification identified by the Gloucester Public Schools within seven (7) days and obtain a second medical opinion if the Gloucester Public Schools questions the validity of the certification. If the first and second opinions differ, the employer may obtain a third medical opinion. The Gloucester Public Schools will cover the cost of the second and third opinions.
4. The Gloucester Public Schools may deny FMLA leave if the employee fails to provide the requested certification.

E. **Distribution of Policy**

This policy is located in the Human Resources Department and can be found on the district's website and in each building. A copy of this policy shall be distributed to the employee by the Human Resources Department at the time a request for parental leave is made.

II. GUIDELINES

A. Group Health and Life Insurance Plan Coverage

1. The Gloucester Public Schools will continue its contribution to the group health and life Insurance plans for an employee who is out on an approved family or medical leave. The employee must continue to pay his or her share of such premium during any unpaid leave period.

2. To continue insurance during any unpaid leave, the employee must make arrangements for the payment of premiums with the Human Resources Department.

If an employee's premium payment is more than thirty (30) days late, Gloucester Public Schools will give the employee written notice at least fifteen (15) days in advance advising that coverage will cease if payment is not received. If payment still has not been received, the Gloucester Public School's obligation to maintain health insurance will cease. The Gloucester Public Schools reserves the right to recover the employee's share of any premium payments missed by the employee during the leave period. If the employee fails to return to work after taking the leave, the Gloucester Public Schools reserves the right to recover the employer's contribution for health insurance premiums paid during the employee's leave.

3. Extensions to FMLA leave may be considered at the discretion of the Superintendent However, depending upon the nature of the employee's medical condition, district policies, or because of other laws such as the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act (PDA), or state leave or workers' compensation laws.

B. Benefits and Accrual

1. An employee on family or medical leave must use any accrued sick, personal, and vacation time while on such leave prior to becoming eligible for unpaid leave. An employee who is on medical leave for the reasons stated in Procedure A.4 must use any accrued sick time while on such leave.

2. Vacations, Holidays, and Sick Leave accrue only during the paid portion of the family or medical leave. Unpaid leave shall not be included in the computation of such benefits. Longevity or other accrued benefits shall be prorated by the length of any unpaid leave of absence.

3. Approved family or medical leave shall not affect an employee's right to any benefits and seniority to which he or she was entitled at the start of the leave. The length of any unpaid leave as determined by the Superintendent of Schools or his/her designee shall adjust an employee's anniversary date for step movement on the salary scale or benefit accrual.

C. **Job Restoration**

At the end of a family or medical leave, an employee shall be restored to his or her original job, if available, or to an equivalent job, with the same pay, benefits and working conditions as of the date of the employee's leave, as economic conditions warrant. The employee's right to be restored is limited to what the employee's job would have been if he or she had not taken leave. Prior to restoration, an employee who takes a medical leave for the reasons set forth in Procedure A.4 must obtain and present Fitness-for-Duty certification from a health care provider before being restored to his or her job. Failure to provide such certification will result in a denial of restoration until the employee provides the requested certification.

D. **Addendum**

The parties agree that under certain circumstances an employee applying for benefits under the Family and Medical Leave Act (FMLA) may qualify for salary continuation through the use of paid sick leave. If the employee has exhausted all accrued all Sick, Personal, and Vacation time, the leave will be unpaid.

At the discretion of the Superintendent or his/her designee, a leave for an employee needing to care for a seriously ill relative may be requested if the following conditions are in effect:

1. The employee has maintained a satisfactory attendance record in the preceding twelve-month period.
2. The seriously ill relative shall be an immediate family member; immediate family members include a parent, spouse, child, or relative residing in the immediate household.
3. In the event that the employee's request for sick leave use exceeds five (5) days, the length of the sick leave granted, up to the twelve (12) week FMLA limit, shall be contingent upon medical certification of a Health Care Provider provided by the employee that such care is medically necessary. The length of sick leave granted may further be determined by the Superintendent or his/her designee if more than one caregiver is available within the immediate family.

LEGAL REF.: P.L. 103-3, "Family and Medical Leave Act of 1993
29 CFR Part 825, The Family and Medical Leave Act: Final Rule, February 6, 2013

Approved by the School Committee on June 10, 2015

APPENDIX D

File: GCCA

MASSACHUSETTS PARENTAL LEAVE ACT (MPLA)

On April 7, 2015, “An Act Relative to Parental Leave” was enacted into law. This act replaces the Massachusetts Maternity Leave Act (MMLA) and extends parental leave rights to both men and women.

A. **Eligibility**

An employee who has completed the initial 90-day probationary period set by the terms of employment, and has been employed by the Gloucester Public Schools for at least three (3) consecutive months as a full-time employee shall be entitled to eight (8) weeks of unpaid parental leave for the following reasons:

1. The birth and care of the newborn of the employee;
2. The placement with the employee of a son or daughter for adoption under the age of 18;
3. The placement with the employee of a son or daughter for adoption of a child under the age of 23 if the child is mentally or physically disabled; or
4. The placement of a child under any court order, including but not limited to the placement of a child previously in foster care, in state custody, or in the custody of another parent or guardian.

An employee on parental leave for the adoption of a child shall be entitled to the same benefits offered by the district as to an employee on parental leave for the birth of a child.

Any two (2) employees of the Gloucester Public Schools shall only be entitled to 8 weeks of parental leave in the aggregate for the birth or adoption of the same child.

B. **Documentation**

An employee shall provide documentation to substantiate any leave due to the placement of a child for adoption, placement of a child under any court order, including foster care, state custody, or custody of another parent or guardian. Documentation must be provided within fifteen (15) calendar days of the employer’s request. Failure to provide such documentation will result in a denial of the leave request until the employee provides the requested documentation.

C. **Notice**

The employee shall give at least two (2) weeks' notice to the district of the anticipated date of departure and the employee's intent to return to work, or the employee will provide notice as soon as practicable if the delay is for reasons beyond the individual's control ("as soon as practicable" generally means at least verbal notice within one or two business days of learning of the need to take MPLA leave).

The employee shall first notify, in writing, the Superintendent of Schools or his/her designee regarding the leave request by providing sufficient information for the Superintendent or his/her designee to reasonably determine whether the MPLA may apply to the leave request. The Human Resources Department will send written notification of the request, the need for proper documentation, and authorization (or denial) from the Superintendent. Once the documentation has been received, the Personnel Action Form (PAF) will be processed through Payroll. Documentation will be filed in the employee's personnel file after the MPLA has been closed.

D. **Distribution of Policy**

This policy is located in the Human Resources Department and can be found on the district's website and in each building. A copy of this policy shall be distributed to the employee by the Human Resources Department at the time a request for parental leave is made.

E. **Group Health and Life Insurance Plan Coverage**

1. The Gloucester Public Schools will continue its contribution to the group health and life insurance plans for an employee who is out on an approved parental leave.
2. To continue insurance during any unpaid leave, the employee must make arrangements for the payment of premiums with the Human Resources Department.
3. If an employee's premium payment is more than thirty (30) days late, the district will give the employee written notice at least fifteen (15) days in advance advising that coverage will cease if payment is not received. If payment still has not been received, the district's obligation to maintain health insurance will cease. The district reserves the right to recover the employee's share of any premium payments missed by the employee during the leave period. If the employee fails to return to work after taking the parental leave, the district reserves the right to recover the district's contribution for health insurance premiums paid during the employee's leave.

F. **Benefits and Accrual**

1. An employee on parental leave must use any accrued sick, personal, and vacation time while on such leave prior to becoming eligible for unpaid leave.

2. Vacations, Holidays, and Sick Leave will continue to accrue during the parental leave.
3. The parental leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, step movement on the salary scale, benefits, plans or programs for which the employee was eligible at the date of the leave or any other advantages or rights of employment incidental to the employment position.

G. **Job Restoration**

The employee shall be restored to the employee's previous, or a similar position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave.

H. **Miscellaneous Provisions**

If the Gloucester Public Schools agrees to provide parental leave for longer than eight (8) weeks, the district shall not deny the employee the rights under this policy unless the district clearly informs the employee, in writing, prior to the commencement of the parental leave, and prior to any subsequent extension of that leave, that taking longer than eight (8) weeks of leave shall result in the denial of reinstatement or the loss of other rights and benefits.

The district is not required to restore an employee on parental leave to the previous or to a similar position if other employees of equal length of service credit and status in the same or similar positions have been laid off due to economic conditions or other changes in operating conditions affecting employment during the employee's parental leave. The employee on parental leave, however, shall retain any preferential consideration [contractual rights under the employee's respective collective bargaining unit] for another position to which the employee may be entitled as of the date of the leave.

Parental leave shall not be included, when applicable, in the computation of the benefits, rights and advantages; and provided further, that the employer need not provide for the cost of any benefits, plans, or programs during the parental leave unless the employer provides for such benefits, plans, or programs to all employees who are on a leave of absence. Nothing in this section shall be construed to affect any bargaining agreement or company policy which provides for greater or additional benefits than those required under this section.

LEGAL REF.: MGL, c149, §105D, Massachusetts Parental Leave Act, formerly know as the Massachusetts Maternity Leave Act.

Approved by the School Committee on June 10, 2015