

Agreement  
Between the  
Gardner School Committee  
and the  
Gardner Education  
Association

July 1, 2024 - June 30, 2027

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**GARDNER SCHOOL COMMITTEE AND  
GARDNER EDUCATION ASSOCIATION, UNIT A  
COLLECTIVE BARGAINING AGREEMENT**

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

**WHEREAS**, the Committee and the Association have entered into a Collective Bargaining Agreement for the period of July 1, 2024, through and including June 30, 2027; and,

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

***Preamble***

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

- A. The Superintendent of the Gardner Public Schools (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies established by the COMMITTEE.
- B. The administrators of the Gardner Public Schools have responsibility for supporting the policies established by the COMMITTEE and those recommended by the Superintendent. They shall provide guidance and a sense of direction for the teaching staff and encouragement of a climate conducive to excellent performance.
- C. The educational staff of the Gardner Public Schools has the responsibility for providing supervision and education of the highest possible quality.
- D. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information among the COMMITTEE, the Superintendent, the Administration, and the teaching staff in the formulation and the application of the policies relating to wages, hours, and other conditions of employment for the teaching staff, keeping all communications in a two-way channel between the COMMITTEE and the educational staff.

***Section 1 – Scope***

- A. The Agreement includes all of the agreements reached by the parties respecting matters pertaining to wages, hours, and other conditions of employment of employees covered by this Agreement; however, any matter not mentioned in this Agreement, or any matter mentioned in this Agreement for which specific directions are not set forth herein or which is not specifically delegated to the Unit A employees or the Arbitrator, shall be reserved for the decision by the COMMITTEE or the Superintendent, as the case maybe in their sole discretion, and in the exercise of such discretion they shall not be subject to the Grievance and Arbitration

procedures provided in this Agreement.

- B. If any provision of this Agreement, or any application of this Agreement to any employees covered by the terms of this Agreement, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.
- C. The parties further recognize and agree that, except as otherwise specifically provided by this Agreement, the COMMITTEE continues to retain, whether exercised or not, the right to exercise, in its sole discretion, the duties, powers, responsibilities, and rights provided by the laws of Massachusetts, and the applicable rules and regulations of the administrative agencies issued under such law, in the control, direction and management of the Gardner Public Schools, and in the exercise of such powers the discretion of the COMMITTEE shall not be subject to the Grievance and Arbitration procedures set forth in this Agreement.

## ***Section 2 – Recognition***

- A. For the purpose of Collective Bargaining with respect to wages, hours and other conditions of employment, the negotiation of an Agreement and any questions arising therefrom, the COMMITTEE recognizes the ASSOCIATION as the exclusive bargaining agent and representative of the following employees of the COMMITTEE:

1. All teachers
2. All Department Heads
3. School and Adjustment Counselors
4. Speech Pathologist
5. School Psychologist
6. Instructional Coaches
7. Media Specialists
8. Occupational Therapist
9. Instructional Coaches

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

1. The Superintendent of Schools
2. The Business Administrator
3. The Chief Academic Officer
4. Any Principals
5. Any Assistant Principals
6. Any Substitute Teacher
7. Educational Support Personnel (ESP)
8. Coaches
9. Athletic Director

- 10. Grants Coordinator
  - 11. Director of Pupil Personnel Services (PPS)
  - 12. Dean of Students
  - 13. Certified Occupational Therapy Assistant
  - 14. Board Certified Behavior Analyst (BCBA)
  - 15. BCBA Assistant
  - 16. And any employee while employed by the COMMITTEE in any summer programs, and all other employees of the School Department of the City of Gardner.
- B. By the recognition set forth above, this Agreement shall not bar any or such employees as are excluded from "Unit A," as set forth herein, from seeking such separate representation as is permitted by the laws of the Commonwealth of Massachusetts.

## **ARTICLE II**

### ***Section 1 – Salaries***

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

### ***Section 2 – Payment of Salaries***

- A. Salaries are paid in twenty-six (26) installments, except as provided for in Article II, Section 2.B. Teachers shall receive their base salary due for the months of July and August in one payment on the first pay period following the last day of school but no later than June 30.
- B. All persons on the teachers' salary schedule may, at the employee's option, be paid in 22 equal installments during the school year provided the employee has notified the Superintendent by August 1.
- C. Any teacher required by the building principal or the Superintendent to work more than the teacher work year shall be compensated on a per diem basis derived from their base salary.
- D. Teachers who work in the extended school year Special Education summer program will be paid on a bi-weekly basis.
- E. Any member seeking a lane change must notify the Business Office by December 31<sup>st</sup> of the school year prior to the anticipated change. The Business Office will send a reminder by November 30 of each year. A Lane Change Form will be made available on the District website under Staff Resources.

### ***Section 3 – Payroll Statement***

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

### ***Section 4 – Co-Curricular Activities***

Current stipends for co-curricular activities which will be paid in total at the end of the respective

activity are listed in Appendix C.

Staff members interested in initiating a new activity should forward their requests to the Superintendent of Schools (or his/her designee) by May 1, whenever possible, for the next school year.

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

### ***Section 5 – Inter-school Travel***

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

### ***Section 6 – Speech & Language Pathologist Supervisory Stipend***

If the District hires a Speech & Language Pathologist as a Clinical Fellowship, the SLP who is their mentor will receive an additional stipend of \$700 to cover the additional hours of supervision needed on top of the general teacher mentor program.

### ***Section 7 – Stipend for Substantially Separate Classroom Teachers***

The teachers in self-contained, substantially separate classrooms designed for students identified with significant disabilities/impairments will be paid a salary differential of \$3,250.

### ***Section 8 – Substituting Duties***

Unit A teachers who are required to substitute for a full day of teaching a subject they do not regularly teach will be compensated an additional \$40 for the day.

Unit A members who are required to cover classes during their preparation period will be compensated an additional \$55 for each instance of coverage (\$110 to cover an entire double-block class). To the extent practicable, a Unit A member will not be asked to miss preparation time more than twice in one week.

Unit A members who are assigned to cover classes for absent teachers during their duty time (Non-Teaching/Non-Prep Time) will receive no additional compensation. While Common Planning Time (CPT) is considered a duty period, it is understood that missing CPT to substitute for absent teachers negatively impacts the products created during this important planning period. Administration will give due consideration to teacher who miss an inordinate amount of CPT.

The administration will make reasonable efforts to equitably assign substitution duties of Unit A members.

## **ARTICLE III – TEACHING HOURS AND TEACHING LOAD**

### ***Section 1 – Work Day***

Work Day for the applicable agreement period, the normal work day will be seven and one-quarter (7  $\frac{1}{4}$ ) hours including arrival time fifteen (15) minutes before and departure time (15) minutes after the students' school day. The normal work day will include uninterrupted prep time. The Building

Principal, as authorized by the Superintendent, upon request of a teacher or group of teachers, may waive the requirement to remain fifteen (15) minutes after the school day for a specific day or days. It is recognized; however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal work day, i.e. for conferences, faculty meetings, department meetings, etc. Therefore, "mandatory meetings will occur two times per month and be no longer than 60 minutes in length and will begin as soon as practicable at the end of the school day. Building Administrators will meet with GEA leadership to discuss if changes need to be made. A schedule of the meetings will be distributed by June 30th of the previous school year, but may be changed at the discretion of the Principal with 48 hours' notice." Teachers will also remain at school after the fifteen (15) minutes described above, during one (1) day each calendar week for such periods of time as is necessary to provide students extra help, and/or to meet with parents or guardians, or other staff or administrators concerning the progress of their children or wards.

Additionally, staff will attend three family engagement events to include a Back to School event, Annual Fall Open House and a building specific spring event. The annual Art Show and Multi-cultural nights will satisfy the requirement for a spring event for Art and EL Teachers who **attend**. Events will last no more than 2.5 hours including set/clean up and will be completed by 8 p.m. Attendance at family engagement events cannot negatively impact teacher evaluations.

No teacher shall be required to work more than a normal seven and one-quarter ( $7 \frac{1}{4}$ ) hour day, including fifteen (15) minutes before and (15) minutes after the students' school day, which will include uninterrupted prep time; this provision does not apply to other contractually agreed upon time and meetings. Should state law require a longer instructional day, or more days, the teachers shall work the added time and the parties shall immediately commence impact bargaining on the issue.

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

## ***Section 2 – Other Personnel***

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

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

## ***Section 3 – Work Year***

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

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

The Friday prior to Columbus Day/Indigenous Peoples Day, the school day prior to Thanksgiving, the school day prior to December school vacation, the Friday prior to Memorial Day and the last day of school for the school year will each be a  $\frac{1}{2}$  day of school.

## **Section 4 – Meetings**

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

## **Section 5 – Lunch Periods**

Teachers will have a minimum of a twenty (20) minute duty-free lunch period daily.

## **Section 6 – Preparation Periods**

Classroom teachers, including those in special education / substantially separate programs and all other Unit A staff, will make preparations, during which they will not be assigned to any other duties as follows:

1. Five (5) preparation periods per week for grades 5 through 12 unless a teacher volunteers to do otherwise.
2. The district will develop a master school schedule for all classroom teachersthat will have a minimum of 3 hours and 30 minutes of preparation time for every full week of school.
3. Elementary (preK-4) preparation time: The district will develop a master school schedule for Elementary classroom teachers that will have a minimum of 30 minutes of preparation time for every full day of school. The first thirty (30) minutes of each  $7 \frac{1}{4}$  hour day will be preparation or common planning time.
4. Substitutes – Substitutes will be provided when Unified Arts' teachers are absent if possible.

## **Section 7 – Definitions**

*Preparation time* is uninterrupted time during the work day for members to use in the building. During Preparation time, members will have the discretion to decide on which activities they will engage to prepare for their classes.

*Common Planning time* is time allocated during the work day for members to use in the schools. Activities for Common Planning time are assigned by administration.

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

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

## **Section 8 – Directed Study**

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

1. Each academic department will develop a packet of exercises/assignments for study students who do not have an academic assignment (MCAS materials, for an example).
2. All students, without exception, will be engaged in academic schoolwork relating to course

content.

3. Students will be encouraged (directed) to approach study hall teacher and ask specific questions on academic work.
4. The study hall teacher, upon his or her discretion, may reassign a student to the library, computer laboratories, Academic Support Center and or individual teacher (if available) based upon individual student needs.

## **ARTICLE IV – CLASS SIZE**

### ***Section 1 – Class Size***

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

- A. K through 5 – average of 26 per class excluding specialties of music, art, physical education, special needs students and study halls.
- B. 6 through 12 – average of 27 per class excluding specialties of music, art and physical education, special needs students and study halls.
- C. Caseloads and student assignments for Special Education will be distributed as equitable as possible, taking into consideration student and programmatic needs.
- D. For all SLPs and OTs: Caseloads will be divided through a collaborative process that considers all staff district-wide. This process will include service providers.

### ***Section 2 – Educational Support Personnel***

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

### ***Section 3 – Kindergarten Class Size***

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

## **ARTICLE V – SICK LEAVE BANK**

### ***Section 1 – Provisions***

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

- A. Sick Leave granted by the Sick Leave Bank may only be used for prolonged illness as determined by the Sick Leave Bank committee. The initial grant may not exceed thirty (30) days but the applicant may reapply.
- B. Sick Leave which may be granted by the Sick Leave Bank may only be used upon exhaustion of an eligible employee's accumulated Personal SickLeave.
- C. Sick Leave which may be granted by the Sick Leave Bank shall be granted only upon a

majority vote of the Sick Leave Bank Committee.

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

## ***Section 2 – Authorization***

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

## **ARTICLE VI – TEACHER EMPLOYMENT**

### ***Section 1 – New Hires***

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

### ***Section 2 – Credit for Military, Peace Corps***

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

### ***Section 3 – Outside Teaching Experience***

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

## **ARTICLE VII – TEACHER ASSIGNMENT**

## ***Section 1 – Program Changes***

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

## ***Section 2 – Areas of Competence***

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

## ***Section 3 – Grade Assignment***

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

## ***Section 4 – Equal Opportunity***

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

# **ARTICLE VIII – TRANSFERS, REDUCTIONS IN FORCE AND RECALL**

## ***Section 1 – Transfers***

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

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

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

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

- C. A list of open positions in other schools will be made available to all teachers being transferred. Ability shall be the deciding factor in determining who should be transferred. If ability and all other factors that the ADMINISTRATION may consider relevant are substantially equal, preference will then be given in the filling of such positions on the basis of total length of service in the Gardner Public Schools in this bargaining unit.
- D. Notice of transfer will be given to teachers as soon as practicable and under normal

- circumstances not later than June 1st.
- E. Exceptions to the provisions of sections A, B, C, and/or D above may be made only if the Superintendent determines that it is necessary to do so in the best interest of the teacher and/or school(s) affected. The ASSOCIATION will be notified of every instance in which the Superintendent so determines. A disagreement over whether an exception is justified will be subject to the grievance procedure and will be initiated at Level Two thereof.
  - F. Teachers affected by an involuntary transfer or assignment who require time to move buildings or classrooms or work spaces will be given one work day to move classrooms or work spaces. If this is not feasible, they will be paid an hourly stipend equal to their per diem rate for one day outside of the work schedule for time required to move classrooms or workspaces.
  - G. Voluntary transfer. Teachers desiring a transfer for an open and/or new position will submit a written request form to the Superintendent's Office through the application process. Such request must be submitted between September 1 and June 12 of each year to be considered for the next school year. The Superintendent will acknowledge receipt of the request by June 15 in writing.
  - H. Before a teacher is assigned or transferred to a particular school, the principal of the school in question will be consulted regarding said assignment or transfer.

## ***Section 2 – Reduction in Force***

- A. In the event it becomes necessary for the ADMINISTRATION to reduce the number of employees in the bargaining unit because of financial limitations, decrease in pupil enrollment, changes in curriculum, or reorganization, the procedures set forth in the Article will govern the layoff and recall of employees who are affected by such reduction.
- B. Teachers with less than three (3) years of experience are not covered by the reduction in force language. Notification of non-renewal shall take place not later than June 15 of the year prior to the start of the school year in which the reduction will take place.
- C. No teacher with professional status shall be laid off if there is a non-professional status teacher whose position such teacher with professional status is qualified to fill. Qualified shall mean certified by the Department of Education.
- D. For the purposes of complying with M.G.L. 71, s. 42 as amended by St. 2012, c. 131, s.3 and as these new statutory amendments are effective September 1, 2016, if layoffs are determined to be necessary by the Superintendent they shall be conducted in the following manner.

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

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

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

employee to discuss how the decision was made.

Layoffs shall be conducted within targeted disciplines based on the teachers' job performance and the best interest of the students. A targeted discipline for the purpose of this section is the discipline in which members are teaching and for which a layoff is contemplated. A teacher's job performance and a student's best interest shall be defined as the teacher's past summative overall evaluation ratings as compared to other teachers' past summative overall evaluation ratings in the discipline targeted to be reduced. Summative ratings of Proficient and Exemplary being considered equal and all valued the highest. As such, teachers with such ratings shall be more qualified than teachers with a summative rating of "Needs Improvement", who, in turn, shall be considered more qualified than the teachers with a summative ratings of "Unsatisfactory". If two or more teachers are considered equally qualified, the least senior teacher(s) shall be displaced based on seniority.

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

A teacher with PTS, with a proficient or exemplary summative rating, reached for lay-off in a specific discipline may bump the least senior teacher in another discipline for which the senior teacher is licensed using the criteria established above.<sup>1</sup>

### **Section 3 – Recall**

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

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

*discipline unless there are teachers in that discipline who are unsatisfactory or needs improvement. In that situation the criteria above will be followed.*

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

## **ARTICLE IX – VACANCIES AND PROMOTIONS**

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

1. Such vacancies which occur during the school year shall be adequately publicized by the Superintendent electronically to bargaining unit e-mail addresses provided by the district as far in advance of the appointment as possible, at least for a period of ten (10) days prior to the appointment.
2. Qualifications for the position, its duties, and its rate of compensation will be clearly set forth.
3. Teachers who desire to apply for such vacancies shall file their applications in writing with the appropriate hiring authority within the time limit specified by the notice.
4. Candidates from both within and without the school system shall be equally eligible to fill the vacancies.
5. Appointment to such positions shall be on the basis of ability and shall be approved by the Superintendent upon the recommendation of the appropriate hiring authority. The appropriate hiring authority agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and any other relevant factors. If ability and all other factors that the appropriate hiring authority may consider relevant are substantially equal, preference will then be given in the filling of such positions on the basis of total length of service in the Gardner Public Schools. Appointments will be made without regard to race, color, sex, religion, national origin or sexual orientation.
6. Positions for summer jobs will be posted and applicants will be selected in the same manner as set forth in Paragraph 5 above.
7. Notwithstanding the criteria above, all appointments shall be made based on the Principals' direction pursuant to M.G.L. c. 71 s. 59B.

## **ARTICLE X – TEACHER EVALUATION**

### ***Section 1 – See Appendix A***

### ***Section 2 – Reviewing Personnel File***

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

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

### ***Section 3 – Evaluation Requirement***

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

### ***Section 4 – Employer Responsibility***

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

No teacher with professional status will be discharged, disciplined, reprimanded or reduced in rank or compensation, or deprived of any professional advantage except for inefficiency, incapacity, conduct unbecoming a teacher, insubordination or other just cause.

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

## **ARTICLE XI – USE OF SCHOOL FACILITIES**

### ***Section 1 – School Buildings***

To the extent permitted others, the ASSOCIATION will have the right to use school buildings without paying user fees at reasonable times for meetings. Members will complete a Building Use Request Form and submit to the building Principal prior to intended use of the facility to ensure availability. Please see Appendix D for Building Use Form. The principal at the building in question will be notified in advance of the time of all such meetings.

### ***Section 2 – Athletic Facilities***

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

### ***Section 3 – Bulletin Boards***

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

## **ARTICLE XII – LEAVES OF ABSENCE**

## **Section 1– Sick Leave**

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

- A. For the first ninety (90) days of a teacher's employment, one and one half ( $1\frac{1}{2}$ ) days of sick leave per month shall be earned to a maximum of fifteen (15) sick days per year. All other employees covered by this Agreement shall be credited with fifteen (15) sick leave days on the first official day of the said school year whether or not they report for duty on that date.
- B. Sick leave may be accumulated by any employee for an unlimited number of days.
- C. In the event of the absence of a teacher due to sickness or injury in excess of five (5) days (consecutive working days) or in excess of eight (8) working days during any school year, the Principal or the Superintendent, may require a Doctor's certificate at the employee's expense for any absence for which an employee seeks to use his or her accumulated sick leave. If the Superintendent has some rational basis for questioning the physical condition of an employee the Superintendent may, at his/her sole discretion, require an examination of the employee by a physician, other than the employee's attending physician, which physician shall be mutually agreed to by the parties and which the examination shall be at the expense of the COMMITTEE. In the event the parties cannot agree on a physician, either party may submit the choice of a decision to arbitration.
- D. Sick leave may be used in case of illness of immediate family members. These days will be deducted from accumulated sick leave but recorded as family illness days.
- E. *Stay Well Buy Back.* All teachers hired before July 1, 2023 will be allowed to sell back to the school department a maximum of three (3) days per year of unused sick time from the present school year, for payment in July.  
Teachers wishing to sell back these days shall be required to notify the Superintendent by December 31<sup>st</sup> of each school year. The Business Office will send a reminder by November 30 of each year. A Stay-Well Buyback Form will be made available on the District website under Human Resources. If a choice is made to discontinue/change the stated intent, teachers shall notify the Superintendent in writing.  
Teachers who opt for this plan will be paid in July of each year the dollar amount of three (3) days. The rate of pay will be based on the base salary of the year the days were earned. For the purpose of this section, days will be *whole* days.
- F. In the event of an employee being called for jury duty, the school committee will reimburse up to the full amount of contracted salary less any differential provided by the judicial system.

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

## **Section 2 – Other Temporary Leave of Absence with Pay**

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

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

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

- F. **Sabbatical Leaves.** Upon recommendation by the Superintendent, sabbatical leaves will be granted for study or travel to a member of the teaching staff by the COMMITTEE subject to the following conditions:
  1. No more than three (3) members of the teaching staff will be absent on sabbatical leave at any one time.
  2. The teacher has completed at least five (5) consecutive full school years of service in the Gardner Public Schools.
  3. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than November 10 of the year prior to the school year the leave is requested. Sabbatical leaves are subject to budget constraints.
  4. Teachers on sabbatical leave will be paid full salary for a half year or half salary for a full year.

5. The teacher will agree to return to employment in the Gardner Public Schools for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.

### ***Section 3 – Leave of Absence without Pay***

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

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

- B. Parental Leave

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

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

For leave taken under the Massachusetts Parental Leave Act, any two (2) employees of the District shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or placement of the same child. If two employees take parental leave under the FMLA, then the leave is restricted to twelve (12) weeks in the aggregate.

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

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

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

## **ARTICLE XIII – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL**

## **IMPROVEMENT**

### ***Section 1 – Expenses***

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

### ***Section 2 – Credit for Projects***

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

### ***Section 3 – Credit for Courses***

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

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

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

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

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

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

### ***Section 4 – Professional Development Courses***

Each Professional Development course will grant Professional Development Points (PDPs). The COMMITTEE agrees to provide at least two (2) Professional Development courses within every five (5) year period: one (1) PD course in English Language Learning (ELL) and one (1) PD course in Special Education, for a total of fifteen (15) PDPs each. A minimum of eight (8) teachers must participate before a course will be provided. Professional Development Points (PDP's) or in-service credit, at the teacher's discretion, will be granted for NEASC work and NAEYC work.

## **ARTICLE XIV – SAFE WORKPLACE**

Staff will immediately report acts of aggression via email to the building principal, superintendent, School Committee and Gardner Education Association experienced with their employment to the building administration (Principal or Vice Principal) using an electronic form. Staff should report to the school nurse at some time during the same day if there was physical contact, regardless of the severity of the incident.

Staff will report incidents using district based programs. On a monthly basis, building leadership will meet with union representatives to report student discipline referrals, student and staff acts of aggressions, and outcomes. The school principal will meet with union representatives when requested to discuss discipline referrals and acts of aggression.

A building administrator will meet with the staff member, conduct an inquiry based on the report, and communicate his/her findings in writing, within 5 working days of receipt of the initial report. Any incident involving sustained injuries will be immediately reported to the Superintendent, Association, and School Committee.

The information collected will be reviewed by the building administration and shared with the Association quarterly, or when requested by the association.

Any concern regarding this process, or the general safety/welfare of staff, should be reported to a union representative, who will escalate the concern to Union Executives and the Superintendent.

## **ARTICLE XV – PERSONAL INJURY BENEFITS**

### ***Section 1 – Absence as a Result of Injury***

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

### ***Section 2 – Medical, Surgical, Hospital Reimbursement***

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

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

## ***Section 3 – Property Reimbursement Claims***

The COMMITTEE will reimburse any bargaining member for any clothing or other personal property damaged or destroyed in the course of their employment due to assault and battery, faulty equipment, or vandalism up to four hundred dollars (\$400.00), and provided said bargaining member is not covered by private insurance and subrogated his or her rights of legal redress to the COMMITTEE. The COMMITTEE may require documentation of estimated values of any reimbursable items up to \$400.

## ***Section 4 – Other Reimbursement***

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

# **ARTICLE XVI – HEALTH AND LIFE INSURANCE**

## ***Section 1 – Insurance Premiums***

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

## ***Section 2 – Health Insurance***

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

## ***Section 3 – Annuity***

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

## ***Section 4 – Insurance Claims***

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

## ***Section 5 – Other Insurance Benefits***

Members of the ASSOCIATION shall be entitled to any additional health or life insurance benefits

that the police, fire, public works or City Hall employees of Gardner might receive during the period of this Agreement.

## **ARTICLE XVII – DUES DEDUCTION**

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

If the teacher does not authorize the City to make a weekly payroll deduction as provided herein for dues, they shall pay such dues directly to the ASSOCIATION. Dues deducted in accordance with the authorization cards shall be in the amount of dues in existence at the time of the deduction as certified to the Treasurer of the City by the ASSOCIATION.

## **ARTICLE XVIII – GRIEVANCE AND ARBITRATION PROCEDURES**

### ***Section 1 – Definition***

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

### ***Section 2 – Time Limits***

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

### ***Section 3 – Procedure***

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

#### **Level 1**

If the matter is not resolved through the informal discussion referred to above, the teacher with a grievance will discuss it at a meeting with his or her principal or immediate supervisor, either directly or through the Association's School Representative, upon presentation of a Level 1 written grievance. The principal or immediate supervisor will respond to the grievance within ten (10) business days of the Level 1 meeting.

#### **Level 2**

- A. If the Grievance is not settled within ten (10) business days after presentation at Level 1, the aggrieved teacher or the ASSOCIATION may within five (5) business days thereafter refer it in writing to the Superintendent. There shall be a meeting with the ASSOCIATION and the Superintendent within fourteen (14) business days following the presentation of the written grievance at Level 2. A representative of the Massachusetts Teachers Association may be present at this meeting. The Superintendent will respond to the grievance within ten (10) business days of the Level 2 meeting.
- B. If the Grievance is not received by the Superintendent within thirty (30) business days after

the aggrieved party know or should have known of the act or condition on which the Grievance is based, the Grievance will be considered as waived. An alleged waiver will be subject to arbitration pursuant to Level 4.

### **Level 3**

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

### ***Section 4 – Submission to Arbitration***

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

### ***Section 5 – Decision of Arbitrator***

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

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

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

### ***Section 6 – Arbitrator Expenses***

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

### ***Section 7 – Other Representation***

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

### ***Section 8 – Grievances Affecting a Group or Class of Teachers***

If, in the judgment of the ASSOCIATION, a Grievance affects a group or class of teachers, the ASSOCIATION may submit such Grievances in writing to the Superintendent directly and the

processing of such Grievance will be commenced at Level 2. The ASSOCIATION may process such a Grievance through levels of the Grievance procedure even though the aggrieved person does not wish to do so.

### ***Section 9 – Decisions***

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

### ***Section 10 – Grievance Documents and Communications***

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

### ***Section 11 – Document Preparation***

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

### ***Section 12 – No Reprisal***

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

## **ARTICLE XIX – EARLY RETIREMENT PACKAGE**

### ***Section 1 – Notification***

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

### ***Section 2 – Notification Waiver***

The two-year notice may be waived by the COMMITTEE at its discretion under special circumstances. Decisions made by the School Committee to waive or not waive strict adherence to the contract language for early retirement are final and shall not be subject to challenge under the grievance process or through a charge of prohibited practice.

### ***Section 3 – Shared Savings***

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

### ***Section 4 – Medical Insurance Responsibility***

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

### ***Section 5 – Substitute Teaching Priority***

Priority for substitute work for three years is guaranteed. Member must register with the

Superintendent and complete proper procedures.

## ***Section 6 – COMMITTEE Obligations***

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

## ***Section 7 – Eligibility***

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

## **ARTICLE XX - MISCELLANEOUS**

### ***Section 1 – Effective Date of Salary Schedules***

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

### ***Section 2 – No Strikes***

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

### ***Section 3 – Bargaining During the Agreement***

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

### ***Section 4 – Waiver***

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

### ***Section 5 – Amendment to this Agreement***

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

### ***Section 6 – Discrimination***

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

### ***Section 7 – Negotiations and Grievance Sessions***

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

### ***Section 8 – Severability Clause***

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be valid

except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

## ***Section 9 – Non-Teaching Duties***

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

- 1) Collecting money from students for private enterprises. Although teachers may be required to collect and transmit the money to be used for educational purposes, they will not be required to tabulate or account for such money.
- 2) Teachers in the elementary schools shall not be required to perform the following duties:
  - a) Before school duty
  - b) Bus duty extending beyond the mutually agreed upon teacher dismissal time.
- 3) Staff will be expected to perform either lunch or recess duty. At the beginning of each school year, Administration shall solicit each staff member's preference for performance of duty. To the extent possible, staff will be assigned to each duty according to preference. In the event that staffing needs render administrators unable to accommodate preferences, staff will be assigned the other duty in reverse seniority order.

## ***Section 10 – Teacher Facilities***

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

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

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

## ***Section 11 – Grant Writing***

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

## ***Section 12 – Longevity***

Longevity will be paid in accordance with the following schedule: After 5 years of service in a role covered by this bargaining unit \$250 After 10 years of service in a role covered by this bargaining unit \$750

After 15 years of service in a role covered by this bargaining unit \$1250 After 20 years of service in a role covered by this bargaining unit \$1750 After 25 years of service in a role covered by this bargaining unit \$2250

After 30 years of service in a role covered by this bargaining unit \$2750 After 35 years of service in a role covered by this bargaining unit \$3250

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

### ***Section 13 – Home Tutoring Rate***

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

### ***Section 14 – Mileage Reimbursement***

Approved mileage will be reimbursed at IRS rate. ***Section***

### ***15 – Union Rights***

GEA President(s) are to review contents (within a reasonable period of time) of all forms prior to distribution to membership, including any documents requiring a signature. Documents include, but are not limited to, Staff Handbook; Curriculum Guidelines for previewing curriculum; Mandatory Nurses Training Acknowledgment; BCBA forms; Special Education forms exclusive of the IEP process; Evaluation forms; and/or Observation notes.

### ***Section 16 – New Employee Notification***

When a new employee is hired after the start of the school year, GEA will be notified of the start date in order for a GEA representative to be there to meet new employees to welcome them and give a small orientation on district, building and union business. The meeting will be held during the school day.

## **ARTICLE XXI – DURATION**

This Agreement and its provisions shall be effective from July 1, 2024 and shall remain in full force and effect up to and including June 30, 2027. Either party may, on or before the first day of February 2027, given written notice to the other of its desire to extend or revise this Agreement during the period to commence July 1, 2027.

This agreement shall remain in full force and effect, during the bargaining for the new Contract except that it shall not remain in effect longer than two years from the date of its expiration and except that either party may terminate the Agreement by such notice as is described above at any time following June 30, 2027, by written notice, one to the other.

## **SIGNATURE PAGE**

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

Signed in duplicate this     day of     2024.

Gardner School Committee

Michael Nicholson  
Jennifer Pelavin  
Anne F Hurst  
Rachel Cormier  
Robert J. Swartz  
Shannon Ward-Leighton

Gardner Education Association, Unit A

Demetrios Tyros  
Ashley Chicoine  
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# Appendix A

## Evaluation Criteria and Performance Standards

### Gardner Public Schools

### Educator Evaluation System

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## Purpose of Educator Evaluation

1. This contract language is locally negotiated and based on M.G.L., c.71, §38; M.G.L. c.15OE; the Educator Evaluation regulations, 603 CMR 3 5.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
2. The regulatory purposes of evaluation are:
  - a. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01 (2)(a);
  - b. To provide a record of facts and assessments for personnel decisions, 35.01 (2)(b);
  - c. To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
  - d. To assure effective teaching and administrative leadership, 35.01(3).

## ***GENERAL PROVISIONS***

1. Upon receiving the list of Evaluators assigned to evaluate Educators, an Educator may, within 10 school days or receipt of the list, request that the Evaluator be changed. Such a request will be given consideration by the Evaluator or Principal.
2. When considering growth as a measure of student performance, student attendance will be part of the metric, as bargained by the parties.
3. When looking at trends, as defined in this document, at least two years of data will be utilized for State measures. For local measures, the number of years of data will be as bargained by the parties.
4. Whenever possible, Evaluators will conduct repeated observations of an Educator at different times during the school day.
5. The parties agree to adopt the DESE developed rubrics and model forms for use in the evaluation process.
6. Whenever possible, Evaluators will conduct repeated observations of an Educator at different times during the school day.
7. The parties agree to adopt the DESE developed rubrics and model forms for use in the evaluation process.
8. The parties agree to use the following Evaluation forms in Teachpoint for the evaluation process:

- a. Self-Assessment Form
  - b. Form 2B Educator Plan Form (for goals and action plan)
  - c. Form 3B Educator Collection of Evidence
  - d. Form 4A Formative Assessment Report (for One-Year Plans)
  - e. Form 4B Formative Evaluation Form (for Two-Year Plans)
  - f. Form 5 Summative Evaluation Form
  - g. Educator Response Form
9. The parties agree to review this Evaluation Procedure each year, and the review will occur by June 1st of each year. The review will include not only language but the rubrics and forms as well.
  10. Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance.
  11. 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.
  12. 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.

## ***DEFINITIONS***

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

1. **\*Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate knowledge and skills with respect to specific performance standards.
2. **Assessment of Student Learning, Growth and Achievement:** Any demonstration of student knowledge and skill attainment, which may include, but is not limited to, informal checks of student understanding, running records, demonstrations of knowledge and/or skills, presentations, performances, projects, experiments, tests, quizzes, reports, essays, and portfolios.
3. **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
4. **Categories of Evidence:** Multiple measures of student learning, growth, and

achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any durations that provide feedback to the educator; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

5. **\*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, and district-developed pre and post unit and course assessments, and capstone projects.
6. **\*Educator(s):** Inclusive term that applies to all teachers and caseload educators, unless otherwise noted.
7. **\*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:
  - a. **Two-Year 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*
  - b. **One-Year Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less *for Educators without Professional Teacher Status (PTS, see Ch.71, sec.41 for definition); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.*
  - c. **One-Year Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less *for Educators with PTS who are rated needs improvement.*
  - d. **Improvement Plan** shall mean a plan developed by the Evaluator of at least 30 school days and no more than one school year *for Educators with PTS who are rated unsatisfactory* with goals specific to improving the Educator's unsatisfactory performance. In cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
8. **\*DESE:** The Massachusetts Department of Elementary and Secondary Education.
9. **\*Evaluation:** The ongoing process of defining goals and identifying, gathering, and using evidence 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").
10. **\*Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is

responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator responsible for determining performance ratings.

- a. Primary Evaluator shall be the person who determines the Educator's performance ratings and evaluation.
  - b. Supervising Evaluator shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Principal at the end of the Educator Plan. The supervising Evaluator may be the primary Evaluator or his/her designee.
  - c. NOTE for 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 predominant assignment, the superintendent will determine who the primary evaluator will be.
  - d. NOTE regarding Teacher Notification of Evaluator: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.
11. Evaluation Cycle: A five-component process that all Educators follow consisting of:
    - a. Self-Assessment;
    - b. Goal-setting and Educator Plan development;
    - c. Implementation of the Plan;
    - d. Formative Assessment/Evaluation; and
    - e. Summative Evaluation.
  12. \*Experienced Educator: An educator with Professional Teacher Status (PTS).
  13. \*Family: Includes parents, legal guardians, foster parents, or primary caregivers.
  14. \*Formative Assessment: The process used to assess progress toward 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.
  15. \*Summative Evaluation: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress toward attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

16. **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 teams, departments, or groups of Educators who have the same role. The term Team shall mean Elementary Grade Level Teams, Specialist Teams, Middle School Teams, High School Departments, Vertical Teams, Content Area Teams, or other Teams not specifically defined in this list. The Team working together will be identified at the time of the goal setting process.
17. **\*Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
18. **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of DESE guidance.
19. **New Assignment:** An Educator with PTS shall be considered in a new assignment when teaching under a different license.
20. **\*Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration by the Evaluator and may include examination of artifacts of practice, including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator.
21. **Parties:** The Gardner Education Association and the Gardner School Committee are parties to this agreement.
22. **\*Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
  - a. **Exemplary:** The Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
  - b. **Proficient:** The Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
  - c. **Needs Improvement:** The Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
  - d. **Unsatisfactory:** The Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the

- Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
23. **\*Performance Standards:** Locally developed standards and indicators pursuant to MGL c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR35.03.
  24. **\*Professional Teacher Status:** PTS is the status granted to an Educator pursuant to MGL c. 71, § 41.
  25. **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures.
  26. **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 Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan.
  27. **\*Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards and indicators as required by the DESE.
  28. **\*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.
  29. **\*Superintendent:** The person employed by the school committee pursuant to MGL c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
  30. **\*Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3a, b and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, regular classroom teachers, librarians, counselors, or school nurses.
  31. **\*Trends in student learning:** At least two years of data from the district determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

## ***RUBRIC***

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree to

use the rubrics provided by DESE (e.g. DESE Teacher Rubric, DESE SISP Rubric).

## ***EVIDENCE USED IN EVALUATION PROCESS***

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

1. Multiple measures of student learning, growth, and achievement, which shall include:
  - a. 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;
  - b. At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district- developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least two years of data are required.
  - c. 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.
  - d. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district as bargained by the parties. The measures should be based on the Educator's role and Responsibility.
2. Judgments based on observations and artifacts of practice including:
  - a. Unannounced observations of practice of any duration.
  - b. Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
  - c. Examination of Educator work products.
  - d. Examination of student work samples.
3. Evidence relevant to Performance Standards, including but not limited to:
  - a. Evidence compiled and presented by the Educator, including:
    - i. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
    - ii. Evidence of active outreach to and engagement with families;
  - b. Evidence of progress toward professional practice goal(s);
  - c. Evidence of progress toward student learning outcomes goal(s); and
  - d. 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.

## ***OBSERVATIONS***

The Evaluator's first observation of Educators on one year plans should take place by November 15th. All observations should be completed by May 15th. The Evaluator is not required nor expected to review all of the indicators in a rubric during an observation. The evaluation form will be utilized for all staff members covered by the collective bargaining agreement. Itinerant staff will be evaluated by the Evaluator in the building where they spend the greatest portion of time. However, the Evaluator in any other building where itinerant staff work will be able to add comments and will also sign the evaluation. Observations must comply with the following parameters:

1. Unannounced observations may be in the form of partial or full-period classroom visitations.
2. The Educator will be provided with at least brief written ***feedback from the Evaluator within 5 school days*** from the observation.
3. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time ***must be followed by at least one observation of at least thirty minutes in duration within thirty school days.***
4. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
5. 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.
6. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability of either party.
7. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
  - a. Describe the basis for the Evaluator's judgment;
  - b. Describe actions the Educator should take to improve his/her performance; and
  - c. May identify support and/or resources the Educator may use in his/her improvement.

## ***CAREER ADVANCEMENT***

In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. 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 overall 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.

### ***RATING IMPACT ON STUDENT LEARNING GROWTH***

The Rating Impact on Student Learning Growth based on District-determined measures of student learning, growth and achievement will be discussed pursuant to ESE guidance.

### ***USING STUDENT FEEDBACK IN EDUCATOR EVALUATION***

Using Student feedback in Educator Evaluation is to be discussed pursuant to DESE guidance.

### ***EVALUATION CYCLE: TRAINING AND ORIENTATION***

At the start of each school year, an overview of the following will be provided: the evaluation process, including goal setting and educator plans and directions for obtaining copies of the forms used.

### ***EVALUATION CYCLE: SELF-ASSESSMENT***

The self-assessment includes:

1. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
2. An assessment and rating of practice against each of the four Performance Standards of effective practice using the DESE's rubric.

### ***EVALUATION CYCLE: GOAL SETTING & DEVELOPING THE EDUCATOR PLAN***

1. Proposing the Goals:
  - a. Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.
  - b. Proposed goals to pursue:
    - i. At least one goal must be directly related to improving or enhancing the Educator's own professional practice.
    - ii. At least one goal must be directly related to improving student learning.
2. Every Educator has an Educator Plan that includes at least 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.

3. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed, 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.
4. The Evaluator completes the Educator Plan by November 1<sup>st</sup>. The Educator signs the Educator Plan within 5 school days of receipt and may include a written response. The Evaluator retains final authority over the content of the Educator's Plan.

## ***EVALUATION CYCLE: SUMMATIVE EVALUATION***

The Summative Evaluation Report should recognize areas of strength as well as identify recommendations for professional growth.

1. 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.
2. The professional judgment of the Primary Evaluator shall determine the overall summative rating that the Educator receives.
3. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.
4. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
5. The Evaluator shall complete the Summative Evaluation report and provide a copy to the Educator no later than May 15<sup>th</sup>.
6. The Evaluator shall meet with the Educator rated Unsatisfactory or Needs improvement to discuss the summative evaluation. The meeting shall occur by June 1.
7. The Educator shall sign the final Summative Evaluation report by June 15th. 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.
8. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
9. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

## ***OVERVIEW OF FORMS***

The forms included in this Appendix are suggested templates, provided as tools to support educators and evaluators as they implement the new educator evaluation framework. For all of these forms, additional pages may be attached as needed.

**Self-Assessment Form.** This form is intended to be used in support of Step 1: Self-Assessment, the educator's initial step of the cycle. The form can be used by individuals or teams; however, each individual will need to submit a self-assessment. Evaluators sign the form to indicate receipt. The form includes sections for the educator to complete an analysis of student learning, growth, and achievement and an assessment of practice against performance standards. Submission of this form will be noted and initialed on the **Educator Tracking Sheet**.

**Educator Plan Form.** This form is intended to be used in support of Step 2: Goal Setting and Plan Development. It will either be completed by the educator for a *Self-Directed Growth Plan*, by the educator and the evaluator together for a *Directed Growth Plan* and a *Developing Educator Plan*, and by the evaluator for an *Improvement Plan*.

**Evaluator Record of Evidence Form.** This form is intended to be used by the evaluator in gathering evidence of an educator's practice during Step 3: Implementation of the Plan. It will be completed by the evaluator and may be reviewed by the educator at any time.

**Educator Collection of Evidence Form.** This form is intended to be used to support the educator in collecting evidence of his/her practice. It will be completed by the educator and shared with the evaluator prior to Formative Assessment/Evaluation and Summative

**Formative Assessment Report Form.** This form is intended to be used in support of an educator's formative assessment (Step 4) at the mid-point of the evaluation cycle, at minimum; it can be used multiple times as Formative Assessment can be ongoing. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response.

**Formative Evaluation Report Form.** This form is intended to be used in support of an educator's formative evaluation at the end of year one of a two-year *Self-Directed Growth Plan*. It will be completed by the evaluator. Evaluators are not required to assess both progress toward goals and performance on Standards; they will check off whether they are evaluating "Progress toward Attaining Goals," "Performance on each Standard," or both. Evaluators will provide a brief narrative of progress that includes feedback for improvement. At the point of Formative Evaluation, the overall rating is assumed to be the same as the prior summative evaluation unless evidence demonstrates a significant change in performance leading to a change in Overall Rating and, possibly, Educator Plan. If there is a change in rating, evaluators must provide comments on each of the four Standards briefly describing *why* the rating has changed, the *evidence* that led to a change in rating, and offering *feedback for*

*Improvement* (evaluators are encouraged to provide comments even if there is no change to ensure that educators have a clear sense of their progress and performance and receive feedback for improvement). Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response.

**Summative Evaluation Report Form.** This form is intended to be used for Step 5: Summative Evaluation. This form applies to all Educator Plans. It will be completed by the evaluator. The evaluator must complete all sections, which are: "Attainment of Student Learning Goal(s)," "Attainment of Professional Practice Goal(s), "Rating on each Standard," "Overall Performance Rating," and "Plan Moving Forward." Evaluators must provide comments on the student learning goal(s), professional practice goal(s), each of the four Standards, and the overall rating briefly describing the level of attainment or performance rating, the *evidence* that led to the level of attainment/rating, and offering *feedback for Improvement*. Educators sign off to indicate that they have received a copy of the report and may use the **Educator Response Form** to provide a written response.

**Educator Response Form.** This form is intended to be used in support of the educator, should he/she want to have a formal response to any part of the evaluation process kept on record. It will be completed by the educator; the evaluator will sign to acknowledge receipt.

## ***EDUCATOR PLANS: TWO-YEAR SELF-DIRECTED***

Two-year, Self-Directed Growth Plans are for Educators with a PTS status, and an overall rating of Proficient or Exemplary from the previous year's summative evaluation. Notes related to this plan:

- 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 Principal may place the Educator on a different Educator plan, appropriate to the new rating.
- The Evaluator or Educator may request a meeting to discuss a Formative or Summative report.
- The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report. The Educator shall sign the Formative Evaluation report within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- As a result of the Formative Evaluation report, the activities in the Educator Plan may be changed by the Evaluator.
  - If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.
- **Number of Observations:** Educators on a two-year self-directed growth plan will have at least one observation annually.

<b><u>ACTIVITY</u></b>	<b><u>DEADLINE</u></b>
Administration provides Training & Orientation	September 30
Educator submits proposed goals to her/his assigned evaluator and explains why they are chosen. Selected goals may be team goals. In addition, goals may include individual professional practice goals that address enhancing skills to share practices with colleagues or develop leadership skills.	October 1
Evaluator meets with Educator to discuss self-assessment and to establish goals and Educator Plan.	October 31
Educator completes their Educator Plan Form	November 15
Evaluator will complete at least one Observation	January 15
Educator submits final evidence on: <ul style="list-style-type: none"> <li>● Parent Outreach</li> </ul>	May 1

<ul style="list-style-type: none"> <li>● Professional growth</li> <li>● Progress on goals</li> </ul> <p>Evidence can be uploaded anytime of the year</p> <p><i>*DO NOT sign until after the Evaluator signs</i></p>	
<p>Evaluator completes &amp; signs Formative Evaluation for Year 1 of evaluation</p> <p>Evaluator completes &amp; signs Summative Evaluation for Year 2 of evaluation</p>	June 1
<p>Evaluator meets with Educators whose overall Summative Evaluation ratings are Exemplary or Proficient only if requested by Evaluator or Educator</p>	June 10
<p>Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory</p>	June 10
<p>Educator signs Formative/Summative Evaluation Report and adds response, if any, within 5 school days of receipt.</p>	June 15

**\*\*\*Staff who start after the beginning of the school or miss a portion of the school year shall meet with their evaluator to discuss an alternative timeline.**

## ***EDUCATOR PLANS: ONE-YEAR DEVELOPING EDUCATOR***

One-Year Developing Educator Plans are for Educators without PTS, or Educators with PTS in new assignment (at the discretion of the Evaluator).

**Number of Observations:** The Educator shall be observed by an evaluator at least three times annually.

\*\*\* Educators can request a meeting with an Evaluator whenever the need arises\*\*\*

<b><u>ACTIVITY</u></b>	<b><u>DEADLINE</u></b>
Superintendent/principal/designee meets with evaluators and educators to explain evaluation process	September 30
Educator submits self-assessment and proposed goals	October 1
Evaluator meets educators to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report in prior school year)	October 15
Evaluator and/or Mentor meets with Developing Educator to review self-assessment, and proposed goals, and educator plan (Educator Plan may be established at Summative Evaluation Report in prior school year)	October 31
Educator completes their goals and Educator Plan Form	November 15
Evaluator should complete first observation of Developing Educator	November 15
Educator submits evidence for Formative Assessment regarding: <ul style="list-style-type: none"> <li>● Parent outreach</li> <li>● Professional growth</li> <li>● Progress on goals</li> </ul> Evidence can be uploaded anytime of the year until January 15 for Formative Assessment *Educator: DO NOT sign until after the Evaluator signs	January 15
Evaluator will complete Formative Assessment Report; educator may request a meeting with evaluator if needed	February 15
Educator submits evidence for Summative Assessment regarding their: <ul style="list-style-type: none"> <li>● Parent Outreach</li> <li>● Professional growth</li> <li>● Progress on goal</li> </ul> Evidence can be uploaded throughout the year up until May 1.	May 1

\*DO NOT sign until after the Evaluator signs

Evaluator completes Summative Evaluation Report	June 1
Evaluator meets with any Educator whose overall Summative Evaluation ratings are Exemplary or Proficient Only at the request of Evaluator or Educator	June 10
Evaluator meets with any Educator whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 10
Educator signs Formative/Summative Evaluation Report and adds response, if any, within 5 school days of receipt	June 15

**\*\*\*Staff who start after the beginning of the school or miss a portion of the school year shall meet with their evaluator to discuss an alternative timeline.**

## ***EDUCATOR PLANS: ONE-YEAR DIRECTED GROWTH***

This one-year plan is for Educators with PTS whose overall rating is Needs Improvement from the previous evaluation cycle.

**Number of Observations:** The Educator shall be observed by an evaluator at least three times annually.

<b><u>ACTIVITY</u></b>	<b><u>DEADLINE</u></b>
Superintendent/principal/designee meets with evaluators and educators to explain evaluation process	September 30
Educator submits self-assessment and proposed goals	October 1
Evaluator meets educators to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report in prior school year)	October 15
Evaluator meets with Educators on Directed Growth Plans to review self-assessment, proposed goals, and educator plan (Educator Plan may be established at Summative Evaluation Report in prior school year) self-assessment and proposed goals. Plan Goals must address areas identified as needing improvement as determined by the Evaluator.	October 31
Educator completes their goals and Educator Plan Form	November 15
Evaluator should complete first observation of each educator	November 15
Educator submits evidence for Formative Assessment regarding: <ul style="list-style-type: none"> <li>● Parent outreach</li> <li>● Professional growth</li> <li>● Progress on goals</li> </ul> Evidence can be uploaded anytime of the year until January 15 for Formative Assessment.	January 15
*Educator: DO NOT sign until after the Evaluator signs	
Evaluator will complete Formative Assessment Report; educator may request a meeting with evaluator if needed	February 15

<p>Educator submits evidence for Summative Assessment regarding their:</p> <ul style="list-style-type: none"> <li>● Parent Outreach</li> <li>● Professional growth</li> <li>● Progress on goal</li> </ul> <p>Evidence can be uploaded throughout the year up until May 1.</p> <p>*DO NOT sign until after the Evaluator signs</p>	May 1
<p>Evaluator completes Summative Evaluation Report. The report must include the evaluator's decision regarding which plan the Educator will be placed on for the upcoming year. The decision will be based upon the Evaluator's Overall Summative Rating:</p> <ol style="list-style-type: none"> <li>1. Overall Summative Rating is Proficient or Exemplary: Educator will be placed on a Two-Year Self-Directed Plan for the next evaluation cycle.</li> <li>2. For an Educator whose Overall Summative Rating is not at least Proficient, they will be rated as Unsatisfactory and will be placed on an Improvement Plan for the next evaluation cycle.</li> </ol>	June 1
<p>Evaluator meets with any Educator whose overall Summative Evaluation ratings are Exemplary or Proficient Only at the request of Evaluator or Educator</p>	June 10
<p>Evaluator meets with any Educator whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory</p>	June 10
<p>Educator signs Summative Evaluation Report and adds response, if any, within 5 school days of receipt</p>	June 15

## ***EDUCATOR PLANS: IMPROVEMENT PLAN***

An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.

1. 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 30 school days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
2. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
3. An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary Evaluator may be the Supervising Evaluator.
4. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
5. The Improvement Plan process shall include:
  - a. Within 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, which will include the provision of specific assistance to the Educator.
  - b. The Educator may request that a representative of the Association attend the meeting(s).
  - c. If the Educator consents, The Association shall be informed that the Educator has been placed on an Improvement Plan.
6. The Improvement Plan shall:
  - a. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
  - b. Describe the activities and work products the Educator must complete as a means of improving performance;
  - c. Describe the assistance that the district will make available to the Educator;
  - d. Articulate the measurable outcomes that will be accepted as evidence of improvement;

- e. 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);
  - f. Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
  - g. Include the signatures of the Educator and Supervising Evaluator.
  - h. A copy of the approved Improvement Plan shall be provided to the Educator. The Educator must sign the plan.
7. 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 three decisions must be made at the conclusion of the Improvement Plan. If the Evaluator determines that the Educator has:
    - a. Improved their practice to the level of Proficient, the Educator will be placed on a Two-Year Self-Directed Growth Plan.
    - b. Made substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
    - c. Not made substantial progress toward proficiency, the Evaluator will recommend to the superintendent that the Educator be dismissed.
    - d. Remained at the level of unsatisfactory, the Evaluator shall recommend to the Superintendent that the Educator be dismissed.

## Appendix B – Salary Schedule

FY25 Teachers' Salary Schedule (184 Day Work Year, 2% Increase) Effective 07/01/24

Lane Step	BO BA	B1 B+6	B2 B+12	B3 B+15	B4 B+24	B5 B+30
1	\$51,966.44	\$52,485.45	\$53,010.71	\$53,529.73	\$54,050.30	\$54,570.92
2	\$53,986.61	\$54,508.71	\$55,029.30	\$55,549.89	\$56,072.01	\$56,592.63
3	\$56,009.86	\$56,528.90	\$57,051.02	\$57,570.06	\$58,092.19	\$58,614.33
4	\$58,030.00	\$58,549.05	\$59,071.18	\$59,593.30	\$60,113.90	\$60,632.94
5	\$60,048.63	\$60,570.77	\$61,094.46	\$61,611.94	\$62,132.51	\$62,654.66
6	\$62,070.36	\$62,590.95	\$63,109.97	\$63,633.64	\$64,155.81	\$64,676.36
7	\$64,092.10	\$64,611.10	\$65,131.70	\$65,653.82	\$66,174.40	\$66,696.56
8	\$66,112.26	\$66,632.83	\$67,154.96	\$67,675.56	\$68,194.56	\$68,715.17
9	\$68,132.40	\$68,654.55	\$69,176.71	\$69,695.73	\$70,216.28	\$70,738.43
10	\$70,152.58	\$70,671.60	\$71,192.19	\$71,717.44	\$72,239.55	\$72,757.06
11	\$72,174.30	\$72,693.33	\$73,215.44	\$73,736.07	\$74,256.64	\$74,780.29
12	\$74,194.44	\$74,716.60	\$75,235.62	\$75,757.77	\$76,276.81	\$76,798.93
13	\$76,216.20	\$76,736.74	\$77,257.35	\$77,777.94	\$78,300.05	\$78,820.65
14	\$82,573.51	\$83,094.06	\$83,616.18	\$84,135.23	\$84,655.81	\$85,179.49
15	\$84,224.98	\$84,224.98	\$84,224.98	\$85,817.94	\$85,817.94	\$86,883.08

Lane Step	M0 MA	M1 M+6	M2 M+12	M3 M+15	M4 M+24	M5 M+30	M6 M+45	M7 M+60	CAGS/ Doctorate
1	\$55,433.34	\$55,957.01	\$56,476.04	\$56,996.63	\$57,517.20	\$58,039.35	\$59,074.28	\$60,113.90	\$61,063.71
2	\$57,456.61	\$57,975.62	\$58,496.24	\$59,018.37	\$59,540.48	\$60,059.51	\$61,097.60	\$62,132.51	\$63,076.93
3	\$59,475.22	\$59,995.80	\$60,517.94	\$61,038.51	\$61,557.53	\$62,081.27	\$63,117.75	\$64,155.81	\$65,098.90
4	\$61,496.95	\$62,031.32	\$62,539.66	\$63,058.71	\$63,577.68	\$64,101.41	\$65,137.91	\$66,174.40	\$67,114.07
5	\$63,517.10	\$64,040.81	\$64,559.83	\$65,078.87	\$65,600.97	\$66,123.16	\$67,158.06	\$68,194.56	\$69,128.84
6	\$65,535.72	\$66,059.41	\$66,578.43	\$67,102.13	\$67,619.58	\$68,143.29	\$69,181.37	\$70,219.40	\$71,146.31
7	\$67,558.98	\$68,079.56	\$68,601.70	\$69,119.18	\$69,641.33	\$70,163.48	\$71,200.28	\$72,239.55	\$73,171.41
8	\$69,580.74	\$70,102.85	\$70,620.32	\$71,142.46	\$71,661.46	\$72,185.19	\$73,220.11	\$74,256.64	\$75,192.26
9	\$71,597.79	\$72,121.47	\$72,643.58	\$73,162.60	\$73,684.79	\$74,203.78	\$75,241.83	\$76,276.81	\$77,199.75
10	\$73,619.47	\$74,141.62	\$74,662.22	\$75,185.88	\$75,703.39	\$76,227.07	\$77,261.99	\$78,300.05	\$79,223.98
11	\$75,639.64	\$76,163.34	\$76,682.37	\$77,202.95	\$77,726.65	\$78,247.23	\$79,283.73	\$80,320.24	\$81,243.90
12	\$77,664.49	\$78,183.51	\$78,704.08	\$79,224.68	\$79,745.25	\$80,264.29	\$81,303.89	\$82,341.95	\$83,272.42
13	\$79,679.96	\$80,205.22	\$80,725.81	\$81,246.39	\$81,765.44	\$82,285.99	\$83,325.65	\$84,362.14	\$85,281.67
14	\$86,035.75	\$86,556.33	\$87,078.43	\$87,599.05	\$88,118.06	\$88,638.65	\$89,678.23	\$90,714.74	\$91,621.90
15	\$87,756.46	\$87,756.46	\$87,756.46	\$89,351.03	\$89,351.03	\$90,411.42	\$90,411.42	\$92,529.04	\$93,454.34

### NOTE:

Effective July 1, 2024, salary lanes B1, B2, B4, M1, M2, M4 and M6 will be inactive, and members will not be eligible to be placed in these lanes. Members who were in these lanes prior to July 1, 2024 may remain in their current lane and progress through the steps in that lane annually until they either a) earn enough credits to move to the next active lane; or b) reach step 15, at which time they will be moved backwards to the closest active lane.

CAGS must be an accredited degree program and a minimum number of 30 graduate credits. Members enrolled prior to July 1, 2018 are exempt from this requirement.

## FY26 Teachers' Salary Schedule (184 Day Work Year, 2% Increase) Effective 07/01/25

Lane Step	BO BA	B1 B+6	B2 B+12	B3 B+15	B4 B+24	B5 B+30
1	\$53,005.77	\$53,535.16	\$54,070.92	\$54,600.32	\$55,131.31	\$55,662.34
2	\$55,066.34	\$55,598.88	\$56,129.89	\$56,660.89	\$57,193.45	\$57,724.48
3	\$57,130.06	\$57,659.48	\$58,192.04	\$58,721.46	\$59,254.03	\$59,786.62
4	\$59,190.60	\$59,720.03	\$60,252.60	\$60,785.17	\$61,316.18	\$61,845.60
5	\$61,249.60	\$61,782.19	\$62,316.35	\$62,844.18	\$63,375.16	\$63,907.75
6	\$63,311.77	\$63,842.77	\$64,372.17	\$64,906.31	\$65,438.93	\$65,969.89
7	\$65,373.94	\$65,903.32	\$66,434.33	\$66,966.90	\$67,497.89	\$68,030.49
8	\$67,434.51	\$67,965.49	\$68,498.06	\$69,029.07	\$69,558.45	\$70,089.47
9	\$69,495.05	\$70,027.64	\$70,560.24	\$71,089.64	\$71,620.61	\$72,153.20
10	\$71,555.63	\$72,085.03	\$72,616.03	\$73,151.79	\$73,684.34	\$74,212.20
11	\$73,617.79	\$74,147.20	\$74,679.75	\$75,210.79	\$75,741.77	\$76,275.90
12	\$75,678.33	\$76,210.93	\$76,740.33	\$77,272.93	\$77,802.35	\$78,334.91
13	\$77,740.52	\$78,271.47	\$78,802.50	\$79,333.50	\$79,866.05	\$80,397.06
14	\$84,224.98	\$84,755.94	\$85,288.50	\$85,817.93	\$86,348.93	\$86,883.08
15	\$85,909.48	\$85,909.48	\$85,909.48	\$87,534.30	\$87,534.30	\$88,620.74

Lane Step	M0 MA	M1 M+6	M2 M+12	M3 M+15	M4 M+24	M5 M+30	M6 M+45	M7 M+60	CAGS/ Doctorate
1	\$56,542.01	\$57,076.15	\$57,605.56	\$58,136.56	\$58,667.54	\$59,200.14	\$60,255.77	\$61,316.18	\$62,284.98
2	\$58,605.74	\$59,135.13	\$59,666.16	\$60,198.74	\$60,731.29	\$61,260.70	\$62,319.55	\$63,375.16	\$64,338.47
3	\$60,664.72	\$61,195.72	\$61,728.30	\$62,259.28	\$62,788.68	\$63,322.90	\$64,380.11	\$65,438.93	\$66,400.88
4	\$62,726.89	\$63,271.95	\$63,790.45	\$64,319.88	\$64,849.23	\$65,383.44	\$66,440.67	\$67,497.89	\$68,456.35
5	\$64,787.44	\$65,321.63	\$65,851.03	\$66,380.45	\$66,912.99	\$67,445.62	\$68,501.22	\$69,558.45	\$70,511.42
6	\$66,846.43	\$67,380.60	\$67,910.00	\$68,444.17	\$68,971.97	\$69,506.16	\$70,565.00	\$71,623.79	\$72,569.24
7	\$68,910.16	\$69,441.15	\$69,973.73	\$70,501.56	\$71,034.16	\$71,566.75	\$72,624.29	\$73,684.34	\$74,634.84
8	\$70,972.35	\$71,504.91	\$72,032.73	\$72,565.31	\$73,094.69	\$73,628.89	\$74,684.51	\$75,741.77	\$76,696.11
9	\$73,029.75	\$73,563.90	\$74,096.45	\$74,625.85	\$75,158.49	\$75,687.86	\$76,746.67	\$77,802.35	\$78,743.75
10	\$75,091.86	\$75,624.45	\$76,155.46	\$76,689.60	\$77,217.46	\$77,751.61	\$78,807.23	\$79,866.05	\$80,808.46
11	\$77,152.43	\$77,686.61	\$78,216.02	\$78,747.01	\$79,281.18	\$79,812.17	\$80,869.40	\$81,926.64	\$82,868.78
12	\$79,217.78	\$79,747.18	\$80,278.16	\$80,809.17	\$81,340.16	\$81,869.58	\$82,929.97	\$83,988.79	\$84,937.87
13	\$81,273.56	\$81,809.32	\$82,340.33	\$82,871.32	\$83,400.75	\$83,931.71	\$84,992.16	\$86,049.38	\$86,987.30
14	\$87,756.47	\$88,287.46	\$88,820.00	\$89,351.03	\$89,880.42	\$90,411.42	\$91,471.79	\$92,529.03	\$93,454.34
15	\$89,511.59	\$89,511.59	\$89,511.59	\$91,138.05	\$91,138.05	\$92,219.65	\$92,219.65	\$94,379.62	\$95,323.43

**NOTE:**

Effective July 1, 2024, salary lanes B1, B2, B4, M1, M2, M4 and M6 will be inactive, and members will not be eligible to be placed in these lanes. Members who were in these lanes prior to July 1, 2024 may remain in their current lane and progress through the steps in that lane annually until they either a) earn enough credits to move to the next active lane; or b) reach step 15, at which time they will be moved backwards to the closest active lane.

CAGS must be an accredited degree program and a minimum number of 30 graduate credits. Members enrolled prior to July 1, 2018 are exempt from this requirement.

## FY27 Teachers' Salary Schedule (184 Day Work Year, 3% Increase) Effective 07/01/26

Lane Step	BO BA	B1 B+6	B2 B+12	B3 B+15	B4 B+24	B5 B+30
1	\$54,595.94	\$55,141.21	\$55,693.05	\$56,238.33	\$56,785.25	\$57,332.21
2	\$56,718.33	\$57,266.85	\$57,813.79	\$58,360.72	\$58,909.25	\$59,456.21
3	\$58,843.96	\$59,389.26	\$59,937.80	\$60,483.10	\$61,031.65	\$61,580.22
4	\$60,966.32	\$61,511.63	\$62,060.18	\$62,608.73	\$63,155.67	\$63,700.97
5	\$63,087.09	\$63,635.66	\$64,185.84	\$64,729.51	\$65,276.41	\$65,824.98
6	\$65,211.12	\$65,758.05	\$66,303.34	\$66,853.50	\$67,402.10	\$67,948.99
7	\$67,335.16	\$67,880.42	\$68,427.36	\$68,975.91	\$69,522.83	\$70,071.40
8	\$69,457.55	\$70,004.45	\$70,553.00	\$71,099.94	\$71,645.20	\$72,192.15
9	\$71,579.90	\$72,128.47	\$72,677.05	\$73,222.33	\$73,769.23	\$74,317.80
10	\$73,702.30	\$74,247.58	\$74,794.51	\$75,346.34	\$75,894.87	\$76,438.57
11	\$75,826.32	\$76,371.62	\$76,920.14	\$77,467.11	\$78,014.02	\$78,564.18
12	\$77,948.68	\$78,497.26	\$79,042.54	\$79,591.12	\$80,136.42	\$80,684.96
13	\$80,072.74	\$80,619.61	\$81,166.58	\$81,713.51	\$82,262.03	\$82,808.97
14	\$86,751.73	\$87,298.62	\$87,847.16	\$88,392.47	\$88,939.40	\$89,489.57
15	\$88,486.76	\$88,486.76	\$88,486.76	\$90,160.33	\$90,160.33	\$91,279.36

Lane Step	M0 MA	M1 M+6	M2 M+12	M3 M+15	M4 M+24	M5 M+30	M6 M+45	M7 M+60	CAGS/ Doctorate
1	\$58,238.27	\$58,788.43	\$59,333.73	\$59,880.66	\$60,427.57	\$60,976.14	\$62,063.44	\$63,155.67	\$64,153.53
2	\$60,363.91	\$60,909.18	\$61,456.14	\$62,004.70	\$62,553.23	\$63,098.52	\$64,189.14	\$65,276.41	\$66,268.62
3	\$62,484.66	\$63,031.59	\$63,580.15	\$64,127.06	\$64,672.34	\$65,222.59	\$66,311.51	\$67,402.10	\$68,392.91
4	\$64,608.70	\$65,170.11	\$65,704.16	\$66,249.48	\$66,794.71	\$67,344.94	\$68,433.89	\$69,522.83	\$70,510.04
5	\$66,731.06	\$67,281.28	\$67,826.56	\$68,371.86	\$68,920.38	\$69,468.99	\$70,556.26	\$71,645.20	\$72,626.76
6	\$68,851.82	\$69,402.02	\$69,947.30	\$70,497.50	\$71,041.13	\$71,591.34	\$72,681.95	\$73,772.50	\$74,746.32
7	\$70,977.46	\$71,524.38	\$72,072.94	\$72,616.61	\$73,165.18	\$73,713.75	\$74,803.02	\$75,894.87	\$76,873.89
8	\$73,101.52	\$73,650.06	\$74,193.71	\$74,742.27	\$75,287.53	\$75,837.76	\$76,925.05	\$78,014.02	\$78,996.99
9	\$75,220.64	\$75,770.82	\$76,319.34	\$76,864.63	\$77,413.24	\$77,958.50	\$79,049.07	\$80,136.42	\$81,106.06
10	\$77,344.62	\$77,893.18	\$78,440.12	\$78,990.29	\$79,533.98	\$80,084.16	\$81,171.45	\$82,262.03	\$83,232.71
11	\$79,467.00	\$80,017.21	\$80,562.50	\$81,109.42	\$81,659.62	\$82,206.54	\$83,295.48	\$84,384.44	\$85,354.84
12	\$81,594.31	\$82,139.60	\$82,686.50	\$83,233.45	\$83,780.36	\$84,325.67	\$85,417.87	\$86,508.45	\$87,486.01
13	\$83,711.77	\$84,263.60	\$84,810.54	\$85,357.46	\$85,902.77	\$86,449.66	\$87,541.92	\$88,630.86	\$89,596.92
14	\$90,389.16	\$90,936.08	\$91,484.60	\$92,031.56	\$92,576.83	\$93,123.76	\$94,215.94	\$95,304.90	\$96,257.97
15	\$92,196.94	\$92,196.94	\$92,196.94	\$93,872.19	\$93,872.19	\$94,985.60	\$94,985.60	\$97,211.01	\$98,183.13

**NOTE:**

Effective July 1, 2024, salary lanes B1, B2, B4, M1, M2, M4 and M6 will be inactive, and members will not be eligible to be placed in these lanes. Members who were in these lanes prior to July 1, 2024 may remain in their current lane and progress through the steps in that lane annually until they either a) earn enough credits to move to the next active lane; or b) reach step 15, at which time they will be moved backwards to the closest active lane.

CAGS must be an accredited degree program and a minimum number of 30 graduate credits. Members enrolled prior to July 1, 2018 are exempt from this requirement.

## Appendix C – Co-Curricular Activities

Location	Position	Year 1
District	Data Coordinator	\$5,000.00
District	Guidance Coordinator	\$5,126.00
GHS	8 <sup>th</sup> Grade Class Advisor	\$1,538.00
GHS	Business Manager of Play	\$841.00
GHS	Business Manager of Musical	\$841.00
GHS	Choreographer (Musical)	\$841.00
GHS	Chorus Director	\$1,568.00
GHS	Clubs (Up to 4)	\$625.00
GHS	Color Guard	\$3,034.00
GHS	Director, Musical	\$4,025.00
GHS	Director, Play	\$2,013.00
GHS	Freshman Class Advisor	\$2,091.00
GHS	GSA Advisor	\$625.00
GHS	Jazz Band	\$728.00
GHS	Junior Class Advisor	\$4,183.00
GHS	Marching Band	\$4,025.00
GHS	Marching Percussion	\$3,034.00
GHS	Musical Director	\$1,250.00
GHS	National Honor Society Advisor	\$625.00
GHS	Piano Accompanist (Play)	\$841.00
GHS	Piano Accompanist (Musical)	\$841.00
GHS	Senior Class Advisor	\$4,183.00
GHS	Set Designer (Play)	\$841.00
GHS	Set Designer (Musical)	\$841.00
GHS	Sophomore Class Advisor	\$2,091.00
GHS	Student Council Advisor	\$1,715.00
GHS	Symphonic Band	\$1,568.00
GHS	Teacher Leaders (Up to 9)	\$2,500.00
GHS	Women in Technology Advisor	\$625.00
GHS	Women's Choir	\$728.00
GHS	Yearbook Advisor	\$4,025.00
GMS	Art Club	\$625.00
GMS	Band	\$1,568.00
GMS	Chorus	\$1,568.00
GMS	Director, Musical or Play	\$2,013.00
GMS	Jazz Band	\$728.00
GMS	Musical Director of Musical	\$625.00
GMS	Nature's Classroom	\$1,715.00
GMS	Piano Accompanist	\$625.00
GMS	Singers	\$721.00
GMS	Student Government	\$1,715.00
GMS	Teacher Leaders (Up to 9)	\$2,500.00
GMS	Yearbook Advisor	\$625.00
GES	Art Club	\$625.00

GES	Band	\$784.00
GES	Chorus	\$784.00
GES	Director, Musical or Play	\$2,013.00
GES	Gaming Activity Club	\$625.00
GES	Intramurals (3 Seasons)	\$2,091.00
GES	Media Stipend	\$625.00
GES	Piano Accompanist	\$625.00
GES	Stage & Props	\$750.00
GES	Student Council	\$1,715.00
GES	Teacher Leaders (Up to 18)	\$2,500.00
GALT	Teacher Leaders (Up to 3)	\$2,500.00

Amounts shown for each position represents the total amount that will be shared or individual. Joint applications will be considered. Not all amounts are to be funded annually. Any new activities must be submitted by May 1. Positions may be added based on available funding and the amount paid will be negotiated per Article II, Section IV B of the contract. Any change to positions or stipends listed above in Appendix C will be subject to Article XX, Section V.

Positions may be posted any year, for any reason, at the discretion of the building principal  
 Professional Development offerings/opportunities paid not less than \$25 per hour, do not need to be negotiated  
 Appendix D – Building Use Form

**GARDNER PUBLIC SCHOOLS**  
**APPENDIX D APPLICATION FOR THE USE OF SCHOOL FACILITIES**

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

1. Applicant Name and Address: \_\_\_\_\_
2. Purpose: \_\_\_\_\_  
 Will admission be charged:  YES  NO If "Yes", amount/person:  
 (Please note Section 7, Paragraph A of the Regulations.)
3. Facility(ies) Desired: \_\_\_\_\_ Athletic Fields: \_\_\_\_\_
4. Dates Desired: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_
5. Will the activity be open to the public?  YES  NO
6. Person in Charge: \_\_\_\_\_ Telephone: \_\_\_\_\_
7. Please indicate your general liability insurance policy:
  - a. Company: \_\_\_\_\_

Liability Limits: Bodily Injury: \_\_\_\_\_ Property Damage: \_\_\_\_\_  
 (Please attach the Certificate of Insurance naming the City of Gardner as an "Additional Named Insured".)

b. If there is no insurance coverage, please sign the "Hold Harmless Agreement" below.

**HOLD HARMLESS AGREEMENT**

The undersigned agrees that he/she will indemnify and hold free and harmless the Gardner Public Schools, the School Committee, and the City of Gardner from any and all claims or actions for damages or loss to property, including the loss and use thereof, and from any and all claims or actions for personal injury, sickness or disease, including personal injury, if caused by then undersigned's acts or omissions, and the undersigned will pay any and all judgement decrees, costs, including attorney's fees which may be rendered against the Gardner Public Schools, the School Committee or the City of Gardner, its officers, agents or employees, in any and all such actions or proceedings.

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

**CERTIFICATION**

I CERTIFY that the meeting or activity described in Item # 2 will not be for a commercial or a religious purpose. (Note Section 1.E & 1.J of the Regulations). Further, I have read the School Committee Policy DFG and the accompanying regulations DFG-R and agree to abide by them. This application is made on behalf of the organizations listed above. However, I agree to assume personal responsibility for any damage to the facilities and/or any extra costs incurred by the Gardner Public Schools and for any payment due to the City of Gardner that the organization does not make.

Date: \_\_\_\_\_ Telephone: \_\_\_\_\_ Position: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

**SCHOOL USE ONLY**

Approved by Building Principal:  YES  NO

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

Approved by Athletic Director:  YES  NO

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

Approved by School Business Director:  YES  NO If "No", state reason: \_\_\_\_\_

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

Fees: Custodian: \_\_\_\_\_ User: \_\_\_\_\_

All fees are to be paid directly to the Superintendent's office within 10 days of receipt of invoice. Please make your check payable to the City of Gardner.

# Signature Certificate

Reference number: C5ADZ-ZVEUK-I5Y8A-5YGS5

## Signer

## Timestamp

## Signature

### Jennifer Pelavin

Email: pelavinj@gardnerk12.org

Sent: 10 Sep 2024 15:59:11 UTC  
Viewed: 10 Sep 2024 16:00:04 UTC  
Signed: 10 Sep 2024 16:00:35 UTC

#### Recipient Verification:

✓ Email verified 10 Sep 2024 16:00:04 UTC



IP address: 174.226.106.81  
Location: Boston, United States

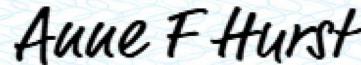
### Anne Hurst

Email: hursta@gardnerk12.org

Sent: 10 Sep 2024 15:59:11 UTC  
Viewed: 10 Sep 2024 16:59:44 UTC  
Signed: 10 Sep 2024 17:00:16 UTC

#### Recipient Verification:

✓ Email verified 10 Sep 2024 16:59:44 UTC



IP address: 73.38.124.152  
Location: Fitchburg, United States

### Rachel Cormier

Email: cormierra@gardnerk12.org

Sent: 10 Sep 2024 15:59:11 UTC  
Viewed: 10 Sep 2024 17:28:53 UTC  
Signed: 10 Sep 2024 17:29:10 UTC

#### Recipient Verification:

✓ Email verified 10 Sep 2024 17:28:53 UTC



IP address: 50.229.216.170  
Location: Princeton, United States

Document completed by all parties on:

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# Signature Certificate

Reference number: C5ADZ-ZVEUK-I5Y8A-5YGS5

Signer	Timestamp	Signature
<b>Demetrios Tyros</b> Email: tyrosd@gardnerk12.org	Sent: 10 Sep 2024 15:59:11 UTC Viewed: 10 Sep 2024 20:07:13 UTC Signed: 10 Sep 2024 20:07:34 UTC	
<b>Recipient Verification:</b> <input checked="" type="checkbox"/> Email verified	10 Sep 2024 20:07:13 UTC	IP address: 73.100.168.46 Location: Fitchburg, United States
<b>Ashley Chicoine</b> Email: chicoinea@gardnerk12.org	Sent: 10 Sep 2024 15:59:11 UTC Viewed: 11 Sep 2024 12:09:48 UTC Signed: 11 Sep 2024 12:10:11 UTC	
<b>Recipient Verification:</b> <input checked="" type="checkbox"/> Email verified	11 Sep 2024 12:09:48 UTC	IP address: 50.206.123.142 Location: Gardner, United States
<b>Robert J. Swartz</b> Email: swartzr@gardnerk12.org	Sent: 10 Sep 2024 15:59:11 UTC Viewed: 11 Sep 2024 12:46:42 UTC Signed: 11 Sep 2024 12:47:45 UTC	
<b>Recipient Verification:</b> <input checked="" type="checkbox"/> Email verified	11 Sep 2024 12:46:42 UTC	IP address: 38.146.57.252 Location: Waltham, United States

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# Signature Certificate

Reference number: C5ADZ-ZVEUK-I5Y8A-5YGS5

## Signer

## Timestamp

## Signature

### Shannon Ward-Leighton

Email: wards@gardnerk12.org

Sent: 10 Sep 2024 15:59:11 UTC  
Viewed: 11 Sep 2024 17:18:47 UTC  
Signed: 11 Sep 2024 17:26:00 UTC

#### Recipient Verification:

✓ Email verified 11 Sep 2024 17:18:47 UTC



IP address: 96.233.124.162  
Location: Fitchburg, United States

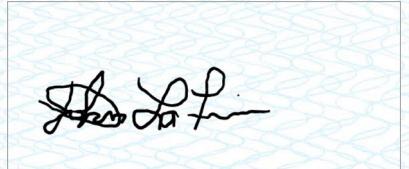
### John Lafreniere

Email: lafrenjo@gardnerk12.org

Sent: 10 Sep 2024 15:59:11 UTC  
Viewed: 11 Sep 2024 17:32:47 UTC  
Signed: 11 Sep 2024 17:34:13 UTC

#### Recipient Verification:

✓ Email verified 11 Sep 2024 17:32:47 UTC



IP address: 64.223.93.156  
Location: Hyde Park, United States

### Michael Nicholson

Email: mayor@gardner-ma.gov

Sent: 10 Sep 2024 15:59:11 UTC  
Viewed: 11 Sep 2024 19:55:55 UTC  
Signed: 11 Sep 2024 19:57:34 UTC

#### Recipient Verification:

✓ Email verified 11 Sep 2024 19:55:55 UTC



IP address: 166.137.175.5  
Location: Queens, United States

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